



চট্টগ্রাম মেট্রোপলিটন হাসপাতাল লিমিটেড Chattagram Metropolitan Hashpatal Limited

698/752, O.R. Nizam Road, Chattogram, Bangladesh.
Phone: 02-333352670, 02-333352671 02-333352672, 02-333352673

AGREEMENT FOR PROVIDING HEALTHCARE SERVICE

This AGREEMENT FOR PROVIDING HEALTHCARE SERVICE (hereinafter referred to as "Agreement") is made on the 16th October, 2023 of the Christian era (the "effective date").

Between

Customs & VAT Co-operative Society Ltd. (CVCS) a Co-operative Society having its office at National Board of Revenue, Sher-e-Bangla Nagar, Dhaka. (hereinafter referred to as "**Customs & VAT Co-operative Society Ltd. (CVCS)**") which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, include its successors and assignees), of the**FIRST PARTY**

And

Chattagram Metropolitan Hashpatal Ltd. a hospital in Bangladesh registered under the Health Ministry and having its place of business at 698/752, O.R. Nizam Road, Chattogram represented by **Dr. A. K. M. Fazlul Hoque, Managing Director** (hereinafter referred to as the "Hospital"), which expression shall, unless excluded by or repugnant to the context or meaning thereof, mean and include its successors-in-interest, legal representatives, administrators, executors, and assignees.....**SECOND PARTY**

WHEREAS, Chattagram Metropolitan Hashpatal Ltd. a pioneer in the field of advanced multidisciplinary tertiary Healthcare in Bangladesh provides Healthcare Services through its hospital and offers Diagnostic, Investigations, Consultation/Opinion, Nursing & Pharmacological, Counseling, Procedural & Surgical Treatment, Dietary Service and other Emergency Services.

WHEREAS, Customs & VAT Co-operative Society Ltd. (CVCS) is desirous of offering its owners, employees & their dependents (Spouse, Children, Parents & Spouse Parents) (hereinafter referred to as the "**Patients**") the facility from Chattagram Metropolitan Hashpatal Ltd. on undergoing medical consultation & health treatment for ailments & diseases and the **Chattagram Metropolitan Hashpatal Ltd.** has agreed to offer its expertise and capabilities for healthcare of the employees referred by the Co-operative Society.

The parties are individually referred to as the "Party" and collectively as "Parties".

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:



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7. Assuring Corporate Priority Service

Chattagram Metropolitan Hashpatal offer ensured priority services for Customs & VAT Co-operative Society Ltd. Patients in all services available at any point. Hospital requests the Company to provide their Employees/Staffs with the following contact details of Hospital Corporate Team Members so as to enable them for calling or e-mailing us prior to avail such services of the hospital:

Chattagram Metropolitan Hashpatal Ltd.

Name	Designation	Contact No	Email
Mohammad Faridul Islam	Head of Business Development	+8801894943509	cmhl.faridul@gmail.com
Mohammad Aman Ullah Aman	AGM & Co-coordinator	+8801815972245	amanullahniloy.ctg@gmail.com
Md. Shahadat Hossain	Senior Executive-Corporate Relations	+8801827830845	shadatrohan1993@gmail.com
Md. Rashedul Islam	Senior Officer Admin (Diagnostic)	+8801708143684	mdrashedulislam5392@gmail.com

8. Identification

The Co-operative Society has authorized the following Member's for identification of its employees if needed by the Hospital Authority. To avail the discount facilities as per this agreement all Beneficiaries are required to Show their ID Card along with the patient registration card:

Customs & VAT Co-operative Society Ltd.

Name	Designation	Contact No	Email
Md. Mujibur Rahman	Member	+8801616998877	
Md. Enamul Haque	Member	+8801717578037	

9. Accommodation

A number of accommodations are available at Chattagram Metropolitan Hashpatal such as Premium Suite, VVIP Cabin, VIP Cabin, Super Deluxe Cabin, Deluxe Cabin etc. The patient would be accommodated subject to availability of rooms. In case choice of ward is not specified, the right of choice would be of that of the patient.

10. Applicable Discounted Rates against the Healthcare Services of the Hospital:

The Hospital agreed to provide the following corporate discounts on medical services to the Co-operative Society, employees and their dependents. Their dependents need to bring authorization letter/email from the members, employer for availing the discount facilities. If there's any confusion then the hospital shall communicate with the concerned HR Department of the Co-operative Society.

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A. Discount of Out-Patient Department (OPD):

- ❖ 30% Discount on Pathological Investigation.
- ❖ 20% Discount on Radiology & Imaging Investigation.
- ❖ 20% Discount on Histopathology Investigation.
- ❖ Condition Applicable for the Investigation which is Fixed by Government.
- ❖ Home Sample Collection service (Condition Applicable)

B. Discount of In-Patient Department (IPD):

- ❖ 10 % Discount on Seat rent.
- ❖ 10 % Discount on Oxygen charge.
- ❖ 20 % Discount on Ambulance charge other than city.
- ❖ 30 % Discount on service charges of Hospital bill.

(Note: All service will be provided on the basis of availability)

11. Ambulance Services:

Free Ambulance service will provide in Chattogram city subject to the availability of the vehicle.

12. Billing & Payment

The payment of the Co-operative Society employees and their dependents for all the services is the sole responsibility of the individual concerned and mode of payment will be cash or Debit/Credit card as accepted by CMPHL billing. The Co-operative Society will pay only for the employees when there is written commitment from the Co-operative Society provided in writing in Co-operative Society letter head with proper sign and seal from HR Department.

13. Duration and Termination:

This Agreement shall take on effect from the effective date mentioned above for the period of 1(one) year and will be renewed AUTOMATICALLY at the end of its validity period unless either party desires to terminate this Agreement by giving 30 (thirty) days' notice in writing prior to expiry of the agreement. Both the parties reserve the right to terminate the Agreement at any time by serving to the other party a notice of 30 days.

14. Standard of Practice:

The Hospital shall provide health care services in accordance with applicable provisions of law, rule and regulation and accepted standards in the medical community of Bangladesh, shall take into consideration practice recommendations of accrediting bodies or professional groups generally recognized in the medical community of Bangladesh as authoritative in such practice areas and shall ensure that such services are provided to the Beneficiaries in a courteous and prompt manner in a well-maintained, clean environment.

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15. Qualified Practitioners

The Hospital shall provide healthcare services through duly qualified Health Professionals/Practitioners. The Hospital shall engage a sufficient number of employees so that the services are provided in a competent and timely manner. In case there is any allegation of misconduct and/or negligence in part of the Hospital or its employees, such issue shall be investigated and addressed in the best possible manner. The Hospital agrees to indemnify, its subsidiaries, sister concerns and affiliates and save them harmless against any and all liabilities, including judgments, costs and counsel fees, for anything done and/or advised or omitted by the Hospital in the execution of this Agreement.

16. Relationship of the Parties

Customs & VAT Co-operative Society Ltd. (CVCS) and the Hospital are separate and independent corporate and legal entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee, principal and agent, partnership, joint venture, or any relationship other than that of independent Parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement for the purposes provided.

17. Assignment and Delegation

This Agreement shall not be assigned, nor may any rights or duties hereunder be delegated by either party to a third party, without the prior written consent of the other party. Any such consent shall be made in writing incorporating the signatures and dates.

18. Non-Exclusivity

This is a non-exclusive Agreement. Nothing herein shall be construed as restricting the right of to enter into similar or identical contracts with other entities on either a limited or general basis.

19. Governing Laws and Jurisdiction

This Agreement shall be governed by and be construed in accordance with the laws of the People's Republic of Bangladesh and shall be subject to the exclusive jurisdiction of the Courts of Bangladesh.

All disputes relating to the terms and conditions of this agreement shall be settled amicably between the two parties within 30 days. If the amicable settlement fails or that 30 days period expires without any settlement then that dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Act, 2001. Each Party shall appoint its own arbitrator and the arbitrator of the parties so appointed shall appoint a third arbitrator who shall be the Chairman of the Arbitral Tribunal. The decision of the Arbitration shall be final. The place of such Arbitration shall be Dhaka, Bangladesh and the language used shall be English.

20. Confidentiality

Customs & VAT Co-operative Society Ltd. (CVCS) and the Hospital (including their officers, employees) shall treat all information received from each-other as confidential and undertakes not to disclose any confidential information to any third party. This clause shall remain enforceable even after the termination of this agreement. The Parties further agree that in the

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performance of any obligation set forth in this Agreement, the Parties shall protect the confidentiality of all Beneficiary records.

21. Amendments

No modifications or amendments of the Agreement and no waiver of any of the terms or conditions hereof, shall be valid or binding unless made in writing and duly executed by both Parties.

22. Original

This Agreement shall be executed in 2 (two) original copies for each of the Parties and each of the copies shall be constituted as original but both the copies shall constitute one Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATE, MONTH AND YEAR MENTIONED HEREIN ACCEPTING THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT.

On Behalf of
Customs & VAT Co-operative Society Ltd.

Dr. Md. Shahidul Islam
Member, NBR & President,
Customs & VAT Co-operative Society Ltd. (CVCS)

On Behalf of
Chattagram Metropolitan Hashpatal Ltd.

Dr. A. K. M Fazlul Hoque
Managing Director
Chattagram Metropolitan Hashpatal Ltd.

Witnesses:

Mohammad Mahmudul Hassan
Additional Commissioner,
NBR & Secretary,
Customs & VAT Co-operative Society Ltd. (CVCS)

Mohammad Faridul Islam
Head of Business Development
Chattagram Metropolitan Hashpatal Ltd.