



No.IP.22-3/2021
Islamabad, the 8-04-2022

SUBJECT: EMS-PLUS SERVICE

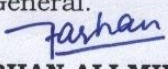
The Tendering process for subject service has been completed in this Directorate General and the following four vendors have been selected for 261 international destinations for the categories of documents and merchandise separately:

Sr. No	Delivery Partner
1	M/S DHL PAKISTAN (PVT.) LTD
2	M/S GERRY'S INTERNATIONAL PVT LTD LICENSEE OF FEDERAL EXPRESS CORPORATON
3	M/S Focus Technologies (PVT) LTD
4	M/S Universal Logistics Services (Pvt.) Ltd (an Authorized Service Contractor of UPS)"

2. The List of countries and the rates to be charged from the customers have been uploaded on the websites of Pakistan Post and also integrated with the EMTTS Booking module of counter clerks.

3. As per agreements with the vendors (copies uploaded on both websites of Pakistan Post), the Postmaster General concerned will coordinate with the vendors, receive and process monthly bills and make payment to the vendors at circle level. It is therefore, requested to coordinate with vendors for smooth operations and mail arrangements in addition to financial mechanism. You are also requested to nominate one focal person in circle office to coordinate with vendors of EMS-Plus.

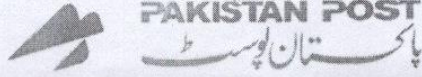
4. This issues with the approval of Director General.


(FARHAN ALI MIRZA)

Director (International Postal Services)

- 1-3. The Postmaster General, Sind Province, Karachi, Punjab Province, Lahore.
- 3-12 The Postmaster General, Metropolitan Circle, Karachi, Northern Sind Circle Hyderabad, Southern Punjab Multan, Central Punjab Circle, Lahore, Northern Punjab Circle, Rawalpindi, FC&GB Circle, Islamabad, KPK Circle, Peshawar, Baluchistan Circle, Quetta, AJK Circle, Muzaffarabad.
- 12-14. PS to Addl. DG (Operations), (A&F), (FS) Directorate General PPO, Islamabad
15. The Section Officer (PO-I), Ministry of Communication, Islamabad
- ✓ 16. The Director (IT), Directorate General, PPO, Islamabad for updating tender documents of agreements and rates on website i.e. www.pakpost.gov.pk
17. Mr. Farrukh Bilal (CEO), 360 Technologies (Pvt) Ltd. 3rd Floor Safdar Mansion 16-D, Fazal-e-Haq Road, Blue Areas, Islamabad for uploading tender documents of agreements and rates on website i.e. www.ep.gov.pk and mobile app for uploading rates in EMTTS booking module.

Address: Directorate General, Pakistan Post, Islamabad-44080, Pakistan
Tel: +92-51-9260103 / Fax: +92-51-9260257
E-mail: dips@pakpost.gov.pk



OFFICE OF THE DIRECTOR GENERAL PAKISTAN POST OFFICE
ISLAMABAD

Tender Document

For

SELECTION OF

LOGISTICS, TRANSPORT AND DELIVERY PARTNERS

FOR PAKISTAN POST INTERNATIONAL MAIL

TERMS AND CONDITIONS

1. Sealed tenders are invited in the form of Technical and Financial proposals on single stage-two envelopes procedure basis from well-established and reputed logistics/transport/delivery partners, registered with Income Tax (the proof of being on Active Tax Payer List should be attached) and Sales Tax Department for transportation and delivery world-wide of **"Pakistan Post International Mail"**.
2. The offer of the bidders should be for Pakistan Post International consignments and will not be product specific. However, bulk mail of certain clients for international destinations may be given to single bidder as one complete project.
3. Companies having logistics, transportation and delivery network (Regional/Global) may participate & offer rates.
4. They are required to provide seamless integration with Pakistan Post IT Network (and / with the clients of Pakistan Post) to provide end to end tracking of mail/items using Pakistan Post unique Item Identifier. The format of item identifier would be of 13 Character alphanumeric. (Nine numeric preceded and followed by two alphabet). The proof of integration with any client or partner will cause preference to a company.
5. Tender should be enclosed in a sealed envelope containing both Technical/ Financial proposals in separate cover/envelopes addressed to the Director (International Postal Services), Directorate General, Pakistan Post Office Headquarters, Islamabad with full name, complete address, fax/telephone number of the bidder.
6. 1st Envelop should contain Technical proposal only and should be clearly marked **"Technical Proposal"**.
7. An earnest money of Rs. 100,000/- (One hundred thousand only) in form of Bank Draft/Postal Draft/Pay Order in favor of the Director General, Pakistan Post Office, Islamabad must accompany the Technical Proposal otherwise it will not be considered.
8. The earnest money of the unsuccessful bidders will be refunded while the earnest money of the successful bidder will be retained as security deposit.
9. All bids will be processed and evaluated in accordance with Public Procurement Rules, 2004 as well as terms and conditions contained in the tender document/ evaluation criteria.
10. The bidder should submit an affidavit stating that his/her firm has not been black-listed/debarred by any Government/Semi Government/Autonomous body and no legal action is under way against his/her firm. All black-listed/debarred by any Government/Semi Government/Autonomous body firms shall not be entertained.
11. Pakistan Post being the tendering authority can cancel the tender any time without intimating the reason thereof which shall not be challengeable in any Court of Law.
12. The competent authority reserves the right to accept or reject one or all the proposals in line with PPRA Rules 2004.
13. The bidder will provide the following information with the tender:
 - Bidder i.e., company profile, offices in Pakistan and list of international destinations for which services of transportation and delivery are offered and list of worldwide offices/infrastructure.

14. Technical bids fulfilling all criteria spelt out in these documents will be accepted and financial bids will be opened in the presence of available bidders.
15. On the basis of offered rates of each destination (for the first slab i.e. 0.5 kg), the technically qualified bidders will be arranged priority wise. The company who gets priority-one, will be utilized/ prioritized for that particular destination. In case of technical advantage due to capability to demonstrate IT integration with clients, any company may be given preference for selection in general or specifically for any bulk mail project if found most advantageous for that specific project.
16. Only 01 notice will be issued in case of non-performance as per the given standard, quoted in the financial proposal by a company having higher priority before giving mail to a company at lower priority (if not responded in a reasonable time).
17. Quality of Service Standard will be gauged comparing the actual performance of service provided against the standards mentioned for each destination in financial proposal.
18. The service provider is required to provide after sale service that includes a systematic arrangement for resolution of discrepancies and replies to inquiries both on collective and individual (item-based) information.
19. The successful bidder shall not sublet, transfer or assign the contract to another party. However, the partner may utilize its existing arrangements or make new arrangements with any party for carrying mail world-wide. In the event of sub-contracting or contravening the conditions, Pakistan Post shall be entitled to place the contracts elsewhere on the Contractor's account and at his/her risk and the Contractor shall be liable for any loss or damage which the Pakistan Post may sustain in consequence or arising due to such award of the contract.
20. The financial proposals of only short-listed firms (Technically qualified firms) will be opened.
21. Relevant credentials of the company including a Copy of Passport/CNIC of the director/partner/authorized person. as listed in preliminary examination proforma should be attached with the bid.
22. **The logistics, transport and delivery partners are required to give end to end real-time tracking of Pakistan post mail on Pakistan Post website through integrating their system with that of Pakistan Post IT system.**
23. The logistics, transport and delivery partners are required to specify exactly the days to be taken from receipt at origin city to its delivery at destination. Attempted delivery will be considered delivery for the purpose of performance evaluation.
24. In cases of operational/unforeseen delay due to justified reasons, the logistics, transport and delivery partner will inform Pakistan Post immediately to update its customers.
25. Pakistan Post will be responsible for handing over the Mail items with all required documents for customs etc.
26. The partner will ensure expedited customs and security clearance and will be obliged to examine mail items at the time of handover for any discrepancy for customs clearance, security and transportation.

27. Mail will be delivered at the hub of partner at the mutually agreed time but keeping in view the immediate dispatch to destination.
28. The representative of Pakistan Post Office will obtain a receipt of all handed over mail to the partner firm.
29. The partner will be responsible for providing detail of cities, countries and hubs in its network
30. Partner must ensure same day dispatch of mail to respective destinations.

31. **Validity of Proposals**

At least 120 days after close of the last date of submission of technical proposals.

32. **ACCEPTANCE OF LIABILITY**

- The logistics, transport and delivery partners shall be responsible and liable for any loss or damage to mail or its contents, if such loss or damage occurs whilst the mail was in its custody. In the event of such loss or damage, they shall be liable to pay to the PPOD. The bidder is required to spell out mechanism and rate of liability in case of total or partial loss to the consignment.
- The current maximum liability as mentioned above does not include the cases where compensation is ordered by the Court of Law or Wafaqi Mohtasib (OMBUDSMAN). The liability of the logistics, transport and delivery partner in such cases shall be equal to the amount of compensation ordered for payment by the Court of Law or the Wafaqi Mohtasib (OMBUDSMAN) as the case may be.
- In cases, where the compensation has been awarded by the Court of Law or the Wafaqi Mohtasib (OMBUDSMAN), the amount of compensation shall be accepted by the logistics, transport and delivery partner on the production of the orders of the Court or Wafaqi Mohtasib (OMBUDSMAN), as the case may be.
- The PPOD shall refer the claim for the lost / damage of dispatches in the custody of the logistics, transport and delivery partner immediately but not later than 30 (thirty) days of the date of occurrence.
- The logistics, transport and delivery partner shall settle such claims within 60(sixty) days of receipt of the claims and the payment of such claim shall be made through cheque to Pak-Post;
- In the event of failure to settle the claim as stated above, the PPOD shall deduct the amount of such claims from the billing invoices of the logistics, transport and delivery partner.
- The logistics, transport and delivery partners may take up their justified claims against deductions made by the PPOD with the Addl. Director General (Operations) Pakistan Post, Islamabad.
- The payments to the logistics, transport and delivery partner shall be subject to taxes to be deducted at source, if the Tax Exemption Certificate is not provided in advance.

33. Term of Agreement

- Selected transport and delivery partners will execute agreement with Pakistan Post initially for a period of 03 (three) Years from the date of commencement. The term of the agreement can be extended for further two years on yearly basis if both parties agree to it. The transport and delivery partner will be entitled to 10% increase in the rate at the time of extension.
- Extension Criteria would be performance of the logistics, transport and delivery partners, meeting Quality of service Standards and after-sale service. Performance history of logistics, transport and delivery partners would also be considered in this regard.

34. PAYMENT TERMS:

- Invoice/bill must be submitted on 1st of each month in the office of undersigned.
- The invoicing and payment will be done on monthly basis within 30 days of the receipt of the invoice duly supported by required documents.
- The Superintendent IP & P branch of this Directorate General shall be the focal person for processing the invoices received for payment after due verification of amount from the SAP Data collected from DAPPO, Lahore/ concerned GPOs. Every Postmaster General will nominate a focal person preferably, a Gazetted officer to whom all the claims submitted by the vendor shall be sent for verification before issuance of sanction within stipulated time.
- If there is a dispute regarding anomaly in claim, the claim will be settled up to 75% of the invoice value (of the disputed article) pending final settlement/adjustment within stipulated timeline.

35. VALIDITY OF RATES AND REVISION

The offered rates will be effective for complete 03 (three) years period. The same may be extended with the mutual consent of the parties for further period of 2 years on yearly basis.

36. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement at any time by giving a notice of thirty (30) days to the other Party to terminate this Agreement.

37. TECHNICAL EVALUATION

- The evaluation of the Technical bids shall be done by Committee approved by the Director General Pakistan Post Office Department. The Tender Committee may seek clarifications from bidders. If the proposed technical solution is not in accordance with the tender specifications and TORs, it will not be processed further.

Certificate to be furnished by the Vendor
Duly Signed and Stamped with the Technical Proposal

S #	Mandatory Parameters	Yes	No	Page no. / Remarks
1	Expertise in the relevant field (Attach Company profile)			
2	Registration certificate with Income Tax/ General Sales Tax Department			
3	Certificate of Incorporation of the firm/ Company (Attach a Copy)			
4	5 Years' Experience of International Logistics Services in Pakistan. Minimum experience of 2 years can also be accommodated.			
5	Audited Financial Statements for the last 2 years.			
6	At least 30 Employees (contractual arrangements for delivery with other companies can also be considered if the copy of agreement is provided) for International Logistics Services in Pakistan or globally.			
7	Annual Business Turnover for International Courier/ Logistics Business (PKR) is more than 100 million during last two years.			
8	At least 100 Countries Covered World Wide			
9	Fleet size of 20 Aircrafts for International Courier/Logistics Business (company owned or through partnership with other Airlines).			
10	Existence of offices & service points Worldwide (at least one head office and two regional offices in Pakistan)			
11	Quality standards certificates/membership i.e., ISO 9001, IATA, TAPA, RA3, ACAAP of Pakistan office (at least-2)			
12	Highly secured I.T Network certificate from any International Standard Organization (integration with system of client will be preferred)			
13	Experience of handling Govt. of Pakistan offices for International Mail Deliveries (it will be an additional plus point)			
14	Software having SMS/ Email facility to consignor at the time of booking and delivery of article (including web visibility) and Email to consignee at booking.			
15	Undertaking of the Company that they have not been Blacklisted by any Govt. Organization.			
16	Whether company/firm is on active taxpayer list of FBR? (Documentary evidence should be attached)			
17	Physical presence in Pakistan (please provide complete contact details)			
18	Does the company have its own or through partner, the delivery network in destination countries			
19	Does the company have active tracking portal (please provide web address)			
20	Will company provide tracking to Pakistan Post customers through Pakistan Post website by integrating their system with Pakistan post			
21	Is company ready to accept payment in PKR?			
22	Will the partner accept liability in case of loss of postal items?			
23	Does the company have capability to accept mail in major cities? Lahore, Islamabad, Karachi, Sialkot, Faisalabad etc.			
24	Has the company enclosed demand draft/ pay order equal to Rs. 100,000/- as earnest money?			
25	Copy of Passport/CNIC of the director/partner/authorized person.			

Name of the Company/Firm

Signature

Date & Stamp

Phone # Mobile No

Note: -Any single no may lead to rejection of a bid or tender.

Technical Evaluation Criteria

1. The point number 4,5,6,7,8,9,10,11,12,14,16,19,20,21,22, and 23 in the above schedule of certificate to be submitted by the bidder, carries 4 marks each.
2. Total marks for technical evaluation are $(16 \times 4 =) 64$.
3. Passing marks in technical evaluation are 50.
4. 4 marks will be given for 5 years' experience in point number 4 while 2 marks for the experience of 2 or more years.
5. Proportionate numbers may be allowed in point number 8. 4 marks for 100 countries and proportionately lesser marks if number of countries are lesser.
6. The bidder who has capabilities of providing proof of IT integration and best timely international delivery will be considered for the specific bulk international mail projects of the department. The demonstrated capabilities of performance duly proved by certificates of clients and if needed through visit of members of technical committee and the competitiveness in rates will be given preference while distributing the work load amongst the bidders.

FINANCIAL PROPOSAL

- The Financial Proposals of the accepted technical bids recommended by the technical committee will be opened in the presence of bidders or their representatives. Financial proposals of the technically un-qualified bidders shall be returned un-opened.
- Financial bids are to be submitted on attached format in a separate sealed envelope which should be clearly marked as “FINANCIAL PROPOSAL”
- Rates quoted by the bidders should include all taxes except GST. Pakistan Post will deduct income tax and GST (if tax exemption certificate is not provided) at the time of payment of each invoice as per prevalent rates prescribed by the government.
- Rates may be quoted in Dollars but the payment will be made in Pak Rupees (At the time of submission of invoice, GST would be added on prevalent rate). If government changes rates of GST, it is to be invoiced accordingly. The rate of Dollar will be taken from the SBP website on 1st day of each month of billing.
- Fuel Surcharge: The surcharge applicable in each month is determined based on the U.S. Gulf Coast (USGC) price for kerosene-type jet fuel reported by the U.S. Energy Information Administration (EIA) two weeks prior to the first Monday of each month, rounded to the nearest cent.
- The rate should be given in the format of tariff + Fuel surcharge + GST = Quoted Rate
- Logistics/Transport/Delivery Partners quoting delivery services should quote price (Transport + Delivery) for each destination. The rates are to be quoted in PKR.
- The bidder may give rates for additional destinations (other than already enlisted in this document).

FINANCIAL PROPOSAL

Name of the company: _____

Number of countries for which quotation has been submitted: _____

S#	Country	Maximum Weight Limit for single Parcel	Documents		Merchandise			Days to be taken from Receipt to Delivery
			500 gms	Addl. 500 gms	500g ms	1Kg	Every Addl. kg	
1	AFGHANISTAN							
2	ALBANIA							
3	ALGERIA							
4	ARGENTINA							
5	AUSTRALIA							
6	AUSTRIA							
7	AZERBAIJAN							
8	BAHRAIN							
9	BANGLADESH							
10	BELARUS							
11	BELGIUM							
12	BHUTAN							
13	BOLIVIA							
14	BOSNIA AND HERZEGOVINA							
15	BOTSWANA							
16	BRAZIL							
17	BULGARIA							
18	CANADA							
19	CAYMAN ISLAND							
20	CHILE							
21	CHINA							
22	COSTA RICA							
23	COTE D'IVOIRE							
24	CROATIA							

25	CUBA							
26	CYPRUS							
27	CZECH REPUBLIC							
28	DENMARK							
29	EGYPT							
30	ERITERIA							
31	ETHIOPIA							
32	FINLAND							
33	FRANCE							
34	GERMANY							
35	GHANA							
36	GREECE							
37	GUATEMALA							
38	GUINEA BISSAU							
39	HONG KONG							
40	HUNGARY							
41	ICELAND							
42	INDIA							
43	INDONESIA							
44	IRAN							
45	IRAQ							
46	IRELAND							
47	ITALY							
48	IVORY COAST							
49	JAPAN							
50	JORDAN							
51	KENYA							
52	KOREA							
53	KUWAIT							

54	KYRGYZISTAN							
55	LAO PDR							
56	LATVIA							
57	LUXEMBOURG							
58	MACAU							
59	MACEDONIA							
60	MALAYSIA							
61	MALDIVES							
62	MALI							
63	MALTA							
64	MAURITANIA							
65	MAURITIUS							
66	MOROCCO							
67	NEPAL							
68	NETHERLANDS							
69	NEW ZEALAND							
70	NIGER.							
71	NIGERIA							
72	NORWAY							
73	OMAN							
74	PHILIPPINES.							
75	POLAND							
76	PORTUGAL							
77	QATAR							
78	ROMANIA							
79	RUSSIA							
80	RWANDA							
81	SAUDI ARABIA							
82	SENEGAL							

83	SIERRALEONE						
84	SINGAPORE						
85	SOMALIA						
86	SOUTH AFRICA						
87	SPAIN						
88	SRILANKA						
89	SUDAN						
90	SWEDEN						
91	SWITZERLAND						
92	SYRIA						
93	TANZANIA						
94	THAILAND						
95	TOGO						
96	TUNISIA						
97	TURKEY						
98	UGANDA						
99	UKRAINE						
100	UNITED ARAB EMIRATES						
101	UNITED KINGDOM						
102	UNITED STATES						
103	UZBEKISTAN						
104	VIET NAM						
105	YUGOSLAVIA						
106	ZIMBABWE						

Name of the Vendor/Service Provider _____

Signature _____

Date & Stamp _____

Phone # Mobile No _____



**OFFICE OF THE DIRECTOR GENERAL
PAKISTAN POST**

Sector G-8/4, Islamabad

No.IP.22-3/2021-1

Dated at Islamabad the 20th May, 2022

Subject: EMS PLUS SERVICE

In continuation of letter of even no. dated 8th April, 2022 on the above subject, it is apprised that the fresh agreements of EMS-Plus service has been signed with the following four vendors:

Sr. No.	Delivery Partner Vendor
01	M/S DHL Pakistan (Pvt) Limited
02	M/S Gerry's International (Pvt) Limited, a licensee of Federal Express Corporation
03	M/S Universal Logistics (Pvt) Limited, an Authorized service contractor of UPS.
04	M/S Focus Technologies (Pvt) Limited

2. All the Postmasters General are requested to ensure that EMS-Plus articles must be booked with new rates under new agreements (already circulated through WhatsApp and placed at Pakistan Post websites). **No booking under previously expired agreements should be done as the payment will have to be done under the new agreements by the PMG concerned.**

3. New rates of EMS-Plus have been displayed on websites and uploaded in the EMTTS booking module to ensure strict compliance as the rates will be revised every month due to change in rate of dollar and fuel surcharge.

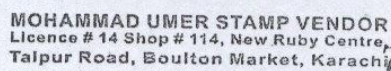
4. All the Postmasters General are again requested to ensure that booking of EMS-Plus articles is done after due coordination with the above new vendors. The progress in this regard will be monitored and evaluated in the next PMG Conference of Director General.

(FARHAN ALI MIRZA)
Director International Postal Services

To,

- 1-2. Postmaster General, Punjab Province, Lahore, Sindh and Baluchistan Province, Karachi.

-1--467/c-



23 DEC 2021

(RUPEES TWO HUNDRED ONLY)

SR. NO. _____ DATE _____
ISSUED TO WITH ADDRESS MR. GHULAM HABIB (Advocate)
THROUGH WITH ADDRESS MR. KSA No: 63
PURPOSE _____
VALUE RS. _____ ATTACHED _____
STAMP VENDOR SIGNATURE _____
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)
Vendor Not Responsible For Fake Documents

This Service Agreement is entered into on 18th MAY, at Islamabad between **PAKISTAN POST OFFICE DEPARTMENT (PPOD)** is an attached Department of the Ministry of Communications, Government of Pakistan, established under Post Office Act, 1898 having its principal place of business located at G-8/4, Islamabad (hereinafter referred to as "Pakistan Post or "PPOD" which expression shall, where the context so permits or requires, mean and include its successors-in-interest, administrators and permitted assigns) of the First Part.

AND

DHL PAKISTAN (PVT.) LTD., A company incorporated under the corporate laws of Pakistan, having its registered head office located at Survey Number 137, Jinnah International Airport, Karachi 75100, Pakistan, (hereinafter referred to as "DHL," which expression shall include its subsidiaries, duly appointed agents in the territory as hereinafter defined, successors-in-interest and permitted assigns) as Party of the Second Part.

DHL and Pakistan Post shall hereinafter be collectively referred to as the "Parties" and individually as a "Party" both of whom agree to be bound by this Agreement.

WHEREAS, DHL is known for its worldwide services and expertise in the express courier business and it hereby agrees to provide International Courier Services to Pakistan Post subject to terms and conditions set out under this Agreement.

WHEREAS, the DHL has been selected through a tendering process, vide tender award letter bearing **No.IP.22-3/2019 Islamabad** dated **23-02-2022** having subject **Selection of Transport/ Delivery Partners for EMS Plus and a Project Based Services** for the provision of international courier services to Pakistan Post.

NOW, THEREFORE, this Agreement is entered into by and between the parties on the terms and conditions stipulated herein below:

TERMS & CONDITIONS OF SERVICE:

1. DHL agrees that this Agreement with Pakistan Post is valid for the initial period of 03 (Three) years, effective from April 1, 2022, till March 31, 2025, unless terminated in accordance with the provisions of this Agreement. This agreement may be extendable for a further period of 02 (Two) years from April 1, 2025, till March 31, 2027 with mutual consent and with an increase of 10% annually on the rates quoted in the financial proposal during the extension period of 2 years or unless terminated by either Party.

Agreement Between DHL Pakistan (Pvt.) Ltd. & Pakistan Post Office

Director (Int. Post)
Director General
Pakistan Post Office

2 - 468/c -

2. This Agreement shall not be interpreted or constructed to create an association, joint venture, or partnership obligation or liability upon either party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, to act on behalf of, or representative of or to otherwise bind the other Party.
3. This Agreement may be amended or modified at any time through mutual written consent of the Parties. The Party wishing to amend or modify this Agreement shall give the other party written notice of not less than 30 working days.
4. This Agreement shall be open for renegotiation by the Parties at any stage and the resultant amendments.
5. All the amendment(s) or modification(s) shall form an integral part of this Agreement and shall enter into force after mutual consent in writing.
6. DHL shall charge Pakistan Post as per the rates quoted in the financial proposal during the tendering process.
7. The complete Rates/Tariff for Worldwide Express Document and Parcels services shall be in accordance with the applicable 'DHL Express International Zoning' is attached in this document Annexure "A" and are according to the clause no: 6 of this agreement.
8. The quoted rates are in US Dollars, but exclusive of Sales Tax, Fuel Surcharge, duties & taxes at origin/destination, charges & surcharges, and any other taxes/levies and tariffs as may be levied from time to time by the Government, etc.
9. The Billing shall be linked to US Dollar rates; however, the payment shall be made by Pakistan Post in Pakistani Rupees at the T.T. selling US Dollar exchange rate published by National Bank of Pakistan, prevalent on the last working day of the previous month.
10. DHL's Shipment(s) charges shall be calculated according to the higher actual or volumetric weight per piece and any piece can be re-weighed and re-measured by DHL as per DHL's standard practice at the DHL premises.
11. Fuel Surcharge will be levied over and above the agreed rates on monthly basis as per DHL terms of carriage. The information is available on the DHL website www.dhl.com.pk
12. Sales Tax shall be charged separately by DHL from the Pakistan Post at actual against shipment(s) as per Applicable laws of Pakistan.
13. The tariff does not include customs duty, taxes, or any other consequential charges arising from shipments. Pakistan Post or consignee warrants it shall pay all customs duties, taxes, and/or other charges (at actual) incurred at the destination or origin and on return of the shipment(s).
14. Any change in taxes imposed by the Government of Pakistan will be applicable with immediate effect without prior notice and the Pakistan Post shall be responsible to pay the applicable taxes.
15. Rates does not include any other consequential charges arising from the shipment(s) at any stage during the validity of the Agreement due to any Force Majeure events. DHL has a right to claim charges & surcharges, which directly impacted the agreed rates or any change in cost due to any force majeure event or during any emergency situation.
16. As a special approval, DHL has agreed to exempt the Remote Area Delivery surcharge to PPOD. However, the rest of all other charges and surcharges will be charged to PPOD as per DHL's standard terms of carriage.
17. DHL will issue/raise invoices to Pakistan Post on a weekly basis. Pakistan Post shall pay the same within 30 calendar days of receiving the said invoices. Each invoice will be duly accompanied by the supporting documents, however, the payment to DHL will not be linked with the delivery of shipment(s) at any stage during the Agreement period.
18. All the invoice(s) of DHL will be submitted during the 1st week of each month to the respective Postmaster General who will verify the transactions done as claimed in the invoice from the portal extended to him by DHL for MIS and from Cash Accounts of concerned GPOs (if needed). The payment will be made within 30 days of the receipt of the invoices duly supported by required documents. The concerned Postmaster-General will designate a focal person preferably, a Gazetted officer who will process claims/invoices in his/her own office file and with his/her verification send it to Postmaster General for approval and will issue sanction within the stipulated time.
19. In case of any correction or clarification required on the submitted invoices, PPOD will inform in writing the designated person of DHL within 7 working days from the invoice submission date.
20. The DHL may take up their justified claims against deductions made by the PPOD with the Addl. Director General (Operations) Pakistan Post, Islamabad.
21. The payments to the DHL shall be subject to taxes to be deducted at source (withholding income tax only), if the Tax Exemption Certificate is not provided in advance.
22. The payment will be made in Pak Rupees to DHL by PPOD.
23. The payment will be made through cheques (CQ's) or Pay orders in favor of the DHL Pakistan (Pvt.) Ltd., and PPOD will provide proper payment advice mentioning tax deductions and invoice allocation details.
24. In case, payment is not made within 30 days from the date of invoice submission, the DHL will inform PPOD regarding non-payment/delay in payment. If still no payment is made to DHL within 45 days from the date of invoice submission, the DHL shall have a right to Stop Credit Account/ Temporary Suspension of services and will resume services after /upon the release of the complete outstanding payments.
25. **For Project-based Bulk Mail/ Shipment(s), Worldwide on a 100% exclusive basis.**
DHL will collect consignment on a daily basis between 10:00 to 17:00 hours (excluding Sunday and Public Holidays) from the Pakistan Post's designated points/ clients. DHL representative deputed for collecting the consignment shall jointly work with Pakistan Post's staff to check the consignment(s) against Pakistan Post's shipper/client datasheet. DHL will process shipments on behalf of PPOD as per the set standard process of DHL and the DHL Customer Support team will share daily booking reports with the PPOD team on the next working day for PPOD reference purposes.

Other than project base shipments on a 100% exclusive basis with DHL, PPOD will process such shipments as per the details mentioned in clause no:26 of this agreement.
26. **For Non-Project based/ Bulk Mail Shipments. (Booked at PPOD's Counter Mail Arrangements)**
26.1. DHL team will accept and process all such shipments, which will be handed over to DHL as per the list of 142 countries awarded by PPOD under tendering process for EMS booking only. (List of 142 countries appended at Annexure "B")

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26.2. It shall be the prime responsibility that PPOD will hand over only such shipments to DHL (strictly in accordance with Annexure B) which are under the approved list of countries by PPOD. If any shipment(s) is received by DHL other than the approved list of countries, DHL will not be responsible and will charge as per the rates quoted in the financial proposal by DHL, duly shared in Annexure A of this agreement.

26.3. For seamless integration, DHL will provide credentials/toolkit/developer guide to PPO and PPO team is responsible to integrate DHL credentials with their systems for the real-time end to end tracking visibility at PPOD website with the help of PPO's unique Item Identifier number for PPOD's customer convenience. PPOD team will process booking & AWB generation through the same credentials as well. For Project-based shipments of Pakistan Post (if required), DHL may integrate systems directly with the clients of PPOD.

26.4. PPOD team will hand over all Mail(s)/Shipment(s) at the nominated/ designated offices of the DHL at Karachi/ Lahore/ Islamabad/ Sialkot/ Faisalabad/ Peshawar and any other city, which will be mutually agreed upon for the same day dispatch, subject to customs clearance or other requirements under the applicable Government Laws as well as DHL Express terms and conditions of Carriage.

26.5. PPOD will share a list of their duly authorized nominated/designated staff members with DHL, who shall be authorized to hand over their Mail/Shipments at the DHL nominated office(s).

26.6 The representative of PPOD will share the manifest of all mail/shipment(s) with DHL designated person along with shipment(s) for reconciliation & verification purposes by DHL.

26.7. PPOD team will deliver their Mail/Shipments at the designated office(s) of DHL on the agreed timing as per the drop-off/cutoff timings set in by DHL, but keeping in view the immediate dispatch to the destination, (subjected to the shipment physical inspections for security purposes). If there will be any change in the mutually agreed timings, DHL will inform PPOD accordingly.

26.8. DHL Customer Support Team will share daily booking report/s with the PPOD team on the next working day for PPOD reference purposes.

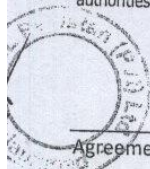
26.9. PPOD will hand over all Mail/Shipments to the DHL along with all required/mandatory documents. Like DHL AWB, Shipment Invoice, DHL Standard undertaking, or any other documents as per laws that shall be required by Customs for the necessary clearance process.

26.10. PPOD team will ensure, that their booking team/ staff will ask for the original CNIC from the shipper and verify/ check it by sending SMS at 7000 (NADRA verification service) and must provide a visible/readable copy of the PPOD customer's CNIC to DHL.

26.11. At the time of acceptance of the Mail/ Shipment(s), the representative of the DHL will physically check the safe & sound packing condition of the Mail/Shipment(s). If any Mail/Shipment founded as damaged or contents mismatched with the provided documents or nonacceptable as per the DHL Express standard terms and conditions of carriage, all such shipments will be returned back on the next working day to PPOD. In addition, the delivery person of PPOD must wait at the DHL office until the complete verification of shipments according to the manifest provided by PPOD.

26.12. All PPOD mail/shipments will be processed by DHL as per the DHL standard global terms & conditions of carriage.

27. Pakistan Post on behalf of their shipper/client will ensure to provide the correct and complete delivery address as per DHL's standard requirements for booking and delivery. If any shipment(s) received with incomplete details or falls under DPSS security (Denied Party Security System) DHL will not process the booking of such shipments and shall return them back to Pakistan Post's shipper/client on the next working day (in case of Project base mail of NADRA and Passport office) and shall return them back to PPOD directly either on the same day or next working day (in case of non-project base shipments).
28. DHL has a global reach to deliver Pakistan Post shipper's/Client's Mail(s)/ Consignment(s) globally as per the timelines at the provided destinations mentioned in the financial proposal of DHL at the time of the tendering process, however where the restrictions applied on respective destinations will be out of the scope of services.
29. Quality of Service Standard (DHL Transit Time) will be gauged by comparing the actual performance of service provided against the standards claimed by DHL for each destination.
30. DHL cannot guarantee any transit time during any pandemic, epidemic, and/or any force majeure events. Also, the transit time mentioned by DHL in the financial proposal during the tendering process will only be applicable if there is no restriction on flights within and/or outside of Pakistan. DHL country's outbound transit time/days are available in Annexure "C".
31. Any Mail/ Shipment(s) of PPOD for which the actual transit delivery time is more than DHL's standard transit time as per the IATA standard Zip/Postal Codes of destination cities and along with such destinations having any restrictions applied on them will not be a part of performance evaluation and DHL will be exempted from all claims.
32. A communication will be issued, in case of non-performance as per the given standards of transit time, mentioned in DHL's financial proposal. However, DHL has a right to be informed in advance in writing, before the issuance of notice by PPOD, which allows DHL to share their justified response(s) with PPOD for the settlement of any disputes. (DHL country's outbound transit time/days are available in Annexure "C").
33. In cases of operational/unforeseen delay due to justified reasons, the DHL customer support team will inform the PPOD team immediately (either on the same day or the next working day) that the PPOD team will update same to their customers.
34. DHL will set up a designated desk for PPOD, comprising personnel from the DHL Customer Services team to provide after-sales services that include a systematic arrangement for resolution of discrepancies and replies to enquires both on collective and individual (item-based) information to PPOD. This arrangement will be based on mutual understanding, consent, and agreement between both parties.
35. Any shipment received by the DHL from PPOD shall be subject to the physical security inspection, including X-Ray Screening, EDS, Dog Screening. Also, DHL and regulatory authorities have the right to open and inspect any shipment(s) without any notice to PPOD for safety, security, and customs clearance purposes.
36. DHL will not be responsible for delays in processing Mail due to, incomplete documentation provided by PPOD at the time of delivery of Mail at the DHL facility.
37. DHL will not be responsible for delay in processing Mail, In case of any additional document required by customs and regulatory authorities at the time of clearance (origin/destination). PPOD will be responsible to provide the same to DHL.



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38. In case, any contraband material is found in the shipment(s), DHL hand over the shipment to ANF/ Law enforcement agencies and will inform the PPO's team. Written receipt of the contraband shipment shall be obtained for record and a copy of the same shall be handed over to PPCD.

39. With reference to clause no 36, if ANF/ Law enforcement agencies, demand details of booking person(s) or CCTV photos or etc, and PPOD shall be liable to share the required details for onward submission.

40. In case any shipment(s) are held by any authorities at origin or destination due to any reason(s), the DHL will not be responsible and will be exempted from any sort of penalties.

41. Claims on Lost, Delay, and Damaged Shipments:

All claims must be submitted in writing to DHL within thirty (30) days from the date that DHL accepted the Shipment, failing which DHL shall have no liability whatsoever. Claims are limited to one claim per Shipment, settlement of which will be a full and final settlement for all loss or damage in connection therewith.

42. DHL's Liabilities:

DHL may be liable to pay claims of those shipments only, which will be lost and damaged by DHL during the transit due to DHL's direct mistake. DHL will not accept any claims of those shipments, which will or may be claimed as undelivered by Pakistan Post but in actuality, the delivery was made by DHL to the consignee(s) or applicant(s) on the provided delivery address. For such shipments, DHL will share the Proof of Delivery with Pakistan Post as a support for the rejection of such claims. DHL will not accept any claims of such shipment(s), which will be misrouted/ delayed due to the incomplete or wrong delivery address provided by Pakistan Post on behalf of the shipper and DHL may have a right to claim re-routing and return to origin charges from Pakistan Post which will be equivalent to the full freight charges.

DHL will follow their global standard terms & conditions for claim and liability settlement. DHL offers standard shipment Insurance coverage to entertain liability of those shipments which are transported on the DHL network under the shipment insurance coverage policy only. Details about shipment insurance policy are hereunder which coverage for both Documents and Non-Documents shipments.

DHL's liability in respect of any one Shipment transported by air (including ancillary road transport or en-route) is limited by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lower of (i) the current market or declared value, or (ii) 22 Special Drawing Rights per kilogram (approximately \$US 30.00 per kilogram). Such limits shall also apply to all other forms of transportation, except where Shipments are carried only by road, when the limits below apply.

For cross border Shipments transported by road, DHL's liability is or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road (CMR) to the lower of (i) current market value or declared value, or (ii) 8.33 Special Drawing Rights per kilogram (approximately \$US 11.00 per kilogram). Such limits will also apply to national road transportation in the absence of any mandatory or lower liability limits in the applicable national transport law.

If Shipper regards these limits as insufficient it must make a special declaration of value and request insurance as described in section 54. C of this document (Insurance) or make its own insurance arrangements.

43. DHL will not accept any claims on such shipments due to force majeure events or any factors which are beyond DHL's controls as follows:

- i. Incomplete delivery address provided by Pakistan Post or its authorized shipper(s);
- ii. due to the non-availability of consignees during initial delivery attempts;
- iii. if Consignee opts for DHL ODD facilities of (self-collection, vacation hold for 30 days, etc.);
- iv. if a shipment is held in Customs (origin/destination) under necessary customs clearance;
- v. if a shipment is held under DPSS Security Check (origin/destination); and
- vi. Or any shipment for which the actual transit delivery time is more than 10 working days as per the IATA standard Zip/Postal Codes of destination cities provided by the Pakistan Post on behalf of the shipper at the time of booking.

44. If the Shipment is deemed to be unacceptable e.g. it has been undervalued for customs purposes, or the Receiver cannot be reasonably identified or located, or the Receiver refuses delivery or to pay Customs Duties or other Shipment charges, DHL shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of without incurring any liability whatsoever to Shipper or anyone else. DHL shall have the right to destroy any Shipment that any law prevents DHL from returning to the shipper as well as any Shipment of Dangerous Goods.

45. **For Project base Bulk Mail/Shipment(s):** DHL will provide QSR (Quality Service Report) on a weekly/monthly basis to Pakistan post and its designated shipper/client. Moreover, a reconciliation statement of the delivered consignment will be provided on a weekly/monthly basis.

46. **For Project base Bulk Mail/Shipment(s):** DHL will provide an SMS facility. SMS to be generated on consignee's mobile number (in case of home delivery) whereas applicant's/consignee's correct information about mobile No. and email I.D. etc., will be provided by Pakistan post (on behalf of the shipper).

47. **For Project base Bulk Mail/Shipment(s):** DHL will provide flyers, packing material, computer systems, bar code scanner or readers, Air Way Bill (AWB) stickers, and/or other logistics items, etc. to Pakistan Post designated shipper which will be used at the time of booking of the shipments.

48. **For Project base Bulk Mail/Shipment(s):** After shipment is booked and if the consignee is not available, DHL will make all possible efforts to deliver the shipments to the provided address and will return the shipment(s) to Pakistan Post / its authorized shipper(s)-or deliver the shipment(s) to the nearest Pakistan Embassy or Pakistan Mission in the same city with prior approval/initiation to Pakistan Post and/or its shipper/client. If the redirection is within the same city, then DHL will bear the re-direction charges and if it is outside the city, then Pakistan Post on behalf of the shipper/client have to bear the cost which will be equivalent to the full freight charges.

49. **For Project base Bulk Mail/Shipment(s):** DHL will retain the respective mail/shipment(s) at the destination for a period of 30 (thirty) days or as per DHL's standard practice. If the consignee is not available or is away on vacation or has moved from the provided address. DHL will share this information with Pakistan Post or Pakistan Post's shippers/client designated staff or will deliver the mail/shipment(s) to the Nearest Pakistan Embassy / Mission in the same city with prior approval/intimation to Pakistan Post & shipper. If the redirection is done within the same city, then DHL will bear the re-direction charges, and if it is outside the city, then Pakistan Post will have to bear the cost which will be equivalent to the full freight charges.

50. **For Project base Bulk Mail/Shipment(s):** DHL will work in collaboration with Pakistan Post designated point/shipper, whereby Pakistan Post's shipper/client will facilitate by providing sufficient space, electricity, UPS/Generators, etc for backup purposes and network connectivity to the DHL's booking systems at the point/ premises for shipment's booking and system integration purposes etc. to DHL. Also, neither PPOD nor its shipper(s) will claim any sort of charges/bills to DHL at any time for the provision of mentioned facilities.

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51. **For Project base Bulk Mail/ Shipment(s):** DHL will save shipment(s) AWB number along with POD/QSR data at least for 01 (One) year (from the date of booking of shipment) to facilitate the queries raised by the applicant/consignee.

Other than ID Card & Passport Shipments/ Mail of PPOD which are processed under non-project base arrangement with DHL, the data of such shipments like AWB, POD etc. will be available for 3 months only (from the date of booking of shipment/ mail)

52. DHL Airway bill (AWB) Series generated through Global application automatically without any human intervention. The AWB series once used is quarantined for Six Months and can be reissued through the Global application. If any DHL AWB Number is reissued in the billing to Pakistan Post, the Pakistan Post team will accept the same and process it for billing and payment purpose.
53. DHL is fully equipped with **ON DEMAND DELIVERY** (Services/options which will help/facilitates re-schedule the delivery options/dates as per their desired need within 7 days of booking of the shipment. These ODD options will be communicated via SMS and email notifications on their provided phone no. and email I.Ds. Further details on ODD can be shared with Pakistan post on request.

54. **Unacceptable Shipments:**

A Shipment is deemed unacceptable if:

1. No customs declaration is made when required by applicable customs regulations,
2. It contains counterfeit goods, animals, bullion, currency, gemstones; weapons, explosives and ammunition; human remains; illegal items, such as ivory and narcotics,
3. It is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), ADR (European Road Transport Regulation on dangerous goods) or other relevant organizations ("Dangerous Goods"),
4. Its address is incorrect or not properly marked or its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling,
5. It contains any other item which DHL decides cannot be carried safely or legally.

a) **Deliveries and Undeliverable:**

Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Receiver's address given by Shipper but not necessarily to the named Receiver personally. DHL may notify the receiver/consignee of an upcoming delivery or a missed delivery. The receiver may be offered alternative delivery options such as delivery on another day, no signature required, redirection or collection at a DHL Service Point. Shipper may exclude certain delivery options on request.

b) **Inspection:**

DHL has the right to open and inspect a Shipment without notice for safety, security, customs or other regulatory reasons.

c) **Shipment Insurance:**

DHL may be able to arrange insurance covering the value in respect of loss of or damage to the Shipment, provided that the Shipper so instructs DHL in writing, including by completing the insurance section on the front of the waybill or by DHL's automated systems and pays the applicable premium. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays.

d) **Circumstances Beyond DHL's Control:**

DHL is not liable for any loss or damage arising out of circumstances beyond DHL's control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to DHL; any act or omission by a person not employed or contracted by DHL - e.g. Shipper, Receiver, third party, customs or other government officials; "Force Majeure" - e.g. epidemic, pandemic, earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, civil commotion, or industrial action.

e) **Pakistan Post and its authorized shipper(s) Warranties and Indemnities:**

Pakistan Post's Shipper shall indemnify and hold DHL harmless for any loss or damage arising out of the Shipper's failure to comply with the following warranties and representations:

1. All information provided by Pakistan Post/ its authorized shipper(s) or its representatives is complete and accurate;
2. The Shipment is acceptable for transport as per law;
3. The Shipment was prepared in secure premises by reliable persons and was protected against unauthorized interference during preparation, storage and any transportation to DHL;
4. Pakistan Post / its authorized shipper(s) has complied with all applicable customs, import, export, data protection laws, sanctions, embargos and other laws and regulations; and
5. Pakistan Post / its authorized shipper(s) has obtained all necessary consents in relation to personal data provided to DHL including Receiver's data as may be required for transport, customs clearance and delivery, such as e-mail address and mobile phone number.

f) **Other Terms and Conditions of Carriage:** Other terms and conditions of carriage are available on www.dhl.com and shall be considered an integral part of this Agreement.

55. **LAW, JURISDICTION, AND ARBITRATION:**

This Agreement shall be governed by the laws of the Islamic Republic of Pakistan, and a court of competent jurisdiction situated in Islamabad shall have jurisdiction to entertain all suits/cases and other matters arising out of or under this Agreement.

A joint committee of the Parties shall attempt in good faith to amicably resolve any dispute through their respective senior level of management as provided under clause number 58 of this Agreement. Any dispute which is not resolved shall be referred to arbitration under the Pakistan Arbitration Act, 1940. Such arbitration shall be conducted in the English language at Islamabad by two (02) arbitrators - one each to be nominated by the Parties. Each Party shall bear its own attorney's fees and other costs related to the arbitration.

IN CASE OF TIE IN THE DECISION OF ARBITRATORS, THE APPOINTMENT OF AN UMPIRE WILL BE MADE BY BOTH ARBITRATORS. THE AWARD OF THE UMPIRE SHALL, UNLESS OTHERWISE PROVIDED, PREVAIL.

A. **Security - Sensitive**

Parties acknowledge that the consignments and all other materials and records are to be kept in the safe custody due to its highly sensitive nature and DHL shall take all measures to ensure the safety, custody and security of the cards/shipments and all other materials, as against loss and pilferage during transportation.

B. **Safety and Security Standards**

DHL and its personnel shall take all reasonable measures not to allow any consignments to be lost or damaged. In particular, DHL undertakes to keep at all times the custody safe & secure in accordance with the highest standards of safety and security, as per the industry best prevailing practices, for any mail/ parcels/article: etc. cards and other materials/documentation in the custody.

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C. Pilferage Report

In case any consignments or any other materials or record whatsoever is/ are lost or pilfered from the custody of DHL, the same shall forthwith and without any loss of time be reported to Pakistan Post and the parties shall be bound to take all effective and remedial measures to contain and remedy the situation and to mitigate any adverse effect/ outcome thereof.

57. FORCE MAJEURE:

Definition.

For the purpose, of this Agreement "force majeure" means any event that is beyond the reasonable control of the party and which makes a party's performance to its obligations hereunder impossible or so impractical as reasonably to be considered, impossible, in the circumstances and include but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood, or other adverse weather conditions, pandemic, epidemic, strikes, lockouts, or other industrial action (except where such strikes lockouts or other industrial actions are within the power of the Party invoking force majeure to prevent, confiscation or any other actions by Government agencies.

- a) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of the party or such parties, agents or employees, not (ii) any event which a diligent party could reasonably have expected to, both (a) take into account: at the time of the conclusion of this Agreement and (b) avoid or overcome in the carrying out of its obligations hereunder.
- b) Force Majeure shall not include deficiency of funds or failure to make any payment required hereunder.
- c) **No Breach of Agreement:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this Agreement insofar as such inability arises from an event of force majeure provided that the party affected by such an event has taken all responsible, reasonable and alternative measures, all with the objective of carrying out or the terms and conditions of this Agreement.
- d) **Measures to be taken:** A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum delay.
- e) Party affected by an event of force majeure shall notify other Party of such event in writing, as soon as possible, and in any event not later than thirty (30) days following the occurrence of such events and shall similarly give notice of the restorations of normal conditions as soon as possible.
- f) The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.
- g) **Consultation:** Not later than thirty (30) days, as a result, or all events of force majeure have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing upon appropriate measures to be taken in the circumstances.
- h) In case of any consequential charges arise from an emergency situation, will be agreed upon mutually with the approval of the competent Authority and Implementation & Dispute Resolution Committee (IDRC).

58. IMPLEMENTATION & DISPUTE RESOLUTION COMMITTEE (IDRC):

There shall be a joint committee of the Parties to be called the Implementation of Dispute Resolution Committee (IDRC) comprising.

From PAKISTAN POST:

1. Additional Director General Operations Pakistan Post.
2. Postmaster General FC & GB Circle, Islamabad.
3. Director International Postal Services.

From DHL PAKISTAN (PVT.) LTD.

1. Senior Director Commercial.
2. Senior Director Finance/ CFO.
3. Senior Manager National Sales & GMNC.

59. CONFIDENTIALITY AND RETURN OF BELONGINGS:

- a) Both the Parties and their respective personnel, consultants, agents approved subcontractors or any other persons acting for and/or on behalf of them shall hold in confidence all documents and other information and data, whether technical or commercial supplied to them by or on behalf of each other or coming into their knowledge which relates to the scope, terms, conditions, and implementation of this Agreement.
- b) Neither party, nor any approved sub-contractor, consultant or agent of either, shall, except as required by Law of Pakistan or appropriate regulatory authority or lenders in the parties and their professional advisors publish or, otherwise, disclose "and documents" or - information declared or deemed confidential under this Agreement or use any such documents or information for its own purpose other than as may be required to perform parties' obligations under this Agreement. Nothing, however, shall preclude the use of provisions similar to the provisions of this Agreement in agreements prepared for or used in connection with any other project.
- c) Neither party shall disclose the other confidential information to other parties, without the prior written consent of the other.
- d) **TRAINING:**
DHL warrants that its personnel employed, deployed, and or engaged for the purpose of this Agreement shall have the necessary training, knowledge, skills, and experience for performing the services.

60. TERMINATION OF AGREEMENT:

- a) Pakistan Post & DHL, both Parties reserve the right to terminate this Agreement by giving a 30 (Thirty) days' notice in advance. In case of termination, all rights and obligations accrued to a Party prior to termination shall remain unaffected.
- b) Upon expiry/termination of this Agreement, DHL hereby undertakes to return all data and/ or information contained/stored in any form whatsoever, to Pakistan Post and to their shipper(s) (in case of project-based all NADRA and Passport office only) without retaining any copy(s) and or Impression/Image(s) thereof in any form, whatsoever, unless otherwise directed by Pakistan Post and their shipper.

61. REPRESENTATION & WARRANTIES:

DHL hereby represents and warrants as follows:-

- a) It has the capacity to enter into this Agreement under the applicable laws to provide courier services under this Agreement.
- b) The execution and delivery of this Agreement have been duly and validly authorized.
- c) The execution, delivery and performance of this Agreement and the transactions contemplated herein do not constitute a violation of any applicable law of Pakistan and/or any of the agreement/understandings to which it is bound.

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62. Pakistan Post also on behalf of its authorized shipper(s), hereby represents and warrants as follows:-
- a) It has the capacity to enter into this Agreement.
 - b) The execution and delivery of this Agreement have been duly and validly authorized.
 - c) The execution, delivery and performance of this Agreement and the transactions contemplated herein do not constitute a violation of any applicable law of Pakistan and/or any of the agreement/understandings to which it is bound.
63. **MISCELLANEOUS:**
- a) Nomination of focal person: DHL will provide the name/ designation and telephone number of the focal person as and when required by Pakistan Post.
 - b) Delay reporting: A complaint will be logged to DHL Manager Customer Service, who should be replying back after gathering the necessary details. DHL will nominate a separate person for this duty.
64. All Services provided by DHL will be in accordance with and subject to "DHL Terms and Conditions of Carriage" which can be viewed at www.dhl.com.
65. In addition to DHL Express Worldwide Services, DHL also offers a wide range of optional services. These services and applicable surcharges will be shared on request and can also be viewed at www.dhl.com.
66. **COUNTERPARTS:**
This Agreement is made in 2 (two) identical copies/ counterparts each equally valid for all purposes.
- IN WITNESSES WHEREOF, the Parties have read, examined and understood this Agreement and finding the same in accordance with their intentions have set their respective hands on the day, month and year first above written.

For and on behalf of
Pakistan Post

Mr. Fahar Ali Mirza
Designation Director (IPS)
Islamabad.
Phone 051 9260111

Witness
Mr. SARAH WASEEM
Designation ASSISTANT DEPUTY
Islamabad.
Contact No: 051-9263273

Witness
Mr. KASHIF ALI
Designation WFO
Islamabad.
Contact No: 051-9260707

Director (Intl. Post)
Directorate General
Pakistan Post
Islamabad-44001

DIRECTOR GENERAL
CIP and CONGRESS

For and on behalf of
DHL Pakistan (Pvt.) Ltd.

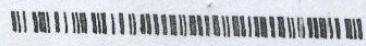
Mr. Fawad Ali
Senior Director Commercial.
Karachi.
Contact No: 92 21 111500 000 EXT 730

Witness
Khawaja Dapish Mir.
CFO & Company Secretary.
Karachi.
Contact No: 92 21 111500 000 EXT 741

Witness
Syed Mehboob Aziz
Senior Manager National Sales & GMNC.
Karachi.
Contact No: 92 21 111500 000 EXT 781

END

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06 APR 2022



1.1 The "M/S GERRY'S INTERNATIONAL PVT LTD" shall advise the PPOD of its planned /scheduled arrangements, as and when it makes or amends the schedule.

1.2 Mail will be delivered at the hub of the "M/S GERRY'S INTERNATIONAL PVT LTD" at the mutually agreed time but keeping in view the immediate dispatch to destination. The timings and Hubs for each month will be agreed through email communication by 25th of the previous month.

1.3 The "M/S GERRY'S INTERNATIONAL PVT LTD" shall be under obligation to prepare a daily schedule of receipt of mail dispatches.

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- 1.4 The representative of PPOD will obtain a receipt of all delivered mail to "M/S GERRY'S INTERNATIONAL PVT LTD" PPOD will ensure handing over mail items.
- 1.5 The PPOD shall have the discretion to use the network of the "M/S GERRY'S INTERNATIONAL PVT LTD" only for countries which are best suited to mail transmission and mail business. In the selection of these countries, the interest of the users of the Post and the PPOD shall be supreme, together with economy, speed and quality.

ARTICLE 2: HANDOVER / TRANSFER OF MAIL

- 2.1 PPOD shall handover/transfer outward Mail dispatches at the Offices of the "M/S GERRY'S INTERNATIONAL PVT LTD" at Karachi / Lahore / Islamabad / Sialkot / Faisalabad and any other city mutually agreed for same day dispatch subject to customs clearance.
- 2.2 The Air Mail will be handed over to the "M/S GERRY'S INTERNATIONAL PVT LTD" with required documentation from the PPOD.
- 2.3 Before acceptance of the dispatch & its subsequent handover, the representative of the "M/S GERRY'S INTERNATIONAL PVT LTD" will physically check the safe & sound condition of the mail and shall thereafter be responsible for any damage, pilferage or loss to it during its custody or transmission. The physical checking of mails will also include Verification of weight as recorded on the individual item as well as on the manifest. The delivery person must wait till completion of all desired actions and then should be handed over the receipt.
- 2.4 The shipments will be received as per decided SOPs of "M/S GERRY'S INTERNATIONAL PVT LTD".

ARTICLE 3: QUALITY OF SERVICE

The "M/S GERRY'S INTERNATIONAL PVT LTD" shall:

- 3.1 provide seamless integration with Pakistan Post IT Network (and / with the clients of Pakistan Post when required) to provide end to end tracking of mail/items using Pakistan Post unique Item Identifier. The format of item identifier would be of 13 Character alphanumeric. (Nine numeric preceded and followed by two alphabet).
- 3.2 Consider attempted delivery as delivery for the purpose of performance evaluation.
- 3.3 Compensate to the extent of loss suffered by PPOD for any failure except the force majeure, on the part of the "M/S GERRY'S INTERNATIONAL PVT LTD" to uplift the mail on designated flight.
- 3.4 In cases of operational/unforeseen delay due to justified reasons, the "M/S GERRY'S INTERNATIONAL PVT LTD" will inform Pakistan Post immediately to update its customers.
- 3.5 PPOD will issue only 01 notice in case of non-performance as per the given standards, quoted in the financial proposal by "M/S GERRY'S INTERNATIONAL PVT LTD" having before giving mail to a company at lower priority.

ARTICLE 4: CUSTOMER CARE

- 4.1 The "M/S GERRY'S INTERNATIONAL PVT LTD" is required to provide after sale service that includes a systematic arrangement for resolution of



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discrepancies and replies to inquiries both on collective and individual (item-based) information.

- 4.2 Upon booking of an article, the software will generate SMS/ Email to consignor and consignee and at the time of delivery of article to consignor. The customers will be allowed provision of maintenance of account with Pakistan Post through mobile app facility.

ARTICLE 5: SECURITY OF MAIL

- 5.1 The "M/S GERRY'S INTERNATIONAL PVT LTD" shall be responsible for the safe and secure storage of mail at origin, in transit, and at destination till delivery to addressee.
- 5.2 No charge shall be levied on the PPOD for storage of mail at origin, in transit and at destination.
- 5.3 During the custody of the mail & its transfer, the "M/S GERRY'S INTERNATIONAL PVT LTD" shall ensure to protect the dispatches from inclement weather in general and from rain in particular. However, in bad weather all the parcels should be wrapped properly.
- 5.4 Any shipment received at the "M/S GERRY'S INTERNATIONAL PVT LTD" Hub from Pakistan Post prior to acceptance to the "M/S GERRY'S INTERNATIONAL PVT LTD" shall be subject to Security Inspection which includes X-Raying and physical Security inspection of the shipments.
- 5.5 In case a shipment booked by PPOD has any concealed "NARCOTICS", of any kind then it's a prime responsibility and obligation of the "M/S GERRY'S INTERNATIONAL PVT LTD" to immediately inform Anti-Narcotics Force (ANF) and PPOD.
- 5.6 In case any Contraband Material is found, by the Anti-Narcotics Force (ANF) "M/S GERRY'S INTERNATIONAL PVT LTD" shall be legally bond to hand-over the shipment to ANF. After all the process written receipt shall be obtained for record and copy of same shall be handed over to PPOD.

ARTICLE 6: TRACK & TRACE SYSTEM

- 6.1 The "M/S GERRY'S INTERNATIONAL PVT LTD" will ensure seamless integration with Pakistan Post IT Network (and with the clients of Pakistan Post if required) and will provide end to end real-time tracking of PPOD mail on PPOD website integrating their system with that of PPOD using Pakistan Post unique Item Identifier or the barcode as agreed with Pakistan Post.
- 6.2 Quality of Service Standard will be gauged comparing the actual performance of service provided against the standards claimed by "M/S GERRY'S INTERNATIONAL PVT LTD" for each destination.
- 6.3 "M/S GERRY'S INTERNATIONAL PVT LTD" is required to provide after sale service that includes a systematic arrangement for resolution of discrepancies and replies to inquiries both on collective and individual (item-based) information. Integration with the Call Center of Pakistan Post will also be done to respond to the queries of customers relating to EMS-Plus Service.

ARTICLE 7: LIABILITY

- 7.1 The "M/S GERRY'S INTERNATIONAL PVT LTD" shall be responsible and liable for any loss, pilferage or damage to mail or its contents, if such loss pilferage or damage



occurs whilst the mail was in its custody. In the event of such loss, pilferage or damage, they shall be liable to pay to the PPOD, as per following details:

- i) Maximum claim against any lost or damage shipment, restricted to maximum **100 USD** or the declared value whichever is less.
- ii) The claim policy for the shipments moved through "M/S GERRY'S INTERNATIONAL PVT LTD" and could not be reached to the consignee and lost in travel.
- iii) Booking of shipments be made as per SOPs of "M/S GERRY'S INTERNATIONAL PVT LTD" & the customer must be informed clearly about the claim policy in case of eventualities.
- iv) To process claim all of the following items must be provided.
 - a copy of the waybill.
 - documentation supporting the amount claimed e.g., a vendor/supplier invoice and a retail invoice.
 - if the item was purchased or sold via the internet, documentation of that transaction is required.
 - photographs of the damaged item(s) and packaging (please include both inner and outer packaging).

7.2 The current maximum liability as mentioned above does include the cases where compensation is ordered by the Court of Law or Wafaqi Mohtasib (OMBUDSMAN). The liability of the "M/S GERRY'S INTERNATIONAL PVT LTD" in such cases shall be equal to the amount of compensation ordered for payment by the Court of Law or the Wafaqi Mohtasib (OMBUDSMAN) as the case may be.

7.3 In cases, where the compensation has been awarded (shipment must be Insured) by Court of Law or the Wafaqi Mohtasib (OMBUDSMAN), the amount of compensation shall be accepted by the "M/S GERRY'S INTERNATIONAL PVT LTD" on the production of the court or Wafaqi Mohtasib (OMBUDSMAN), as the Case may be.

7.4 The PPOD shall refer the claim for the lost / damage of dispatches in the custody of the "M/S GERRY'S INTERNATIONAL PVT LTD" immediately but not later than 21 days of the date of occurrence.

7.5 The "M/S GERRY'S INTERNATIONAL PVT LTD" shall settle such claims within 60 days of receipt of the claims and the payment of such claim shall be made through cheque to PPOD.

7.6 The "M/S GERRY'S INTERNATIONAL PVT LTD" may take up their justified claims against deductions made by the PPOD with the Addl. Director General (Operations) Pakistan Post, Islamabad.

ARTICLE 8: RATES AND VALIDITY

8.1 The offered rates will be effective for three years period. If there is an extension in contract, new rate will be decided with mutual consent of the Parties.

8.2 General Sales Tax (GST) would be charged as per the applicable General Sales Tax Act.

8.3 The "M/S GERRY'S INTERNATIONAL PVT LTD" has quoted lowest rates for (0 documents +25 merchandise) destinations. List of countries and rates are at Annex-A.



NOT Attached

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- 8.4 Remote area surcharge will be charged on out of service area shipment i.e., \$20 per shipment if any.

Article 9: CHARGEABLE WEIGHT

Actual weight or volumetric weight whichever is **Higher** will be charged.

ARTICLE 10: SETTLEMENT OF ACCOUNTS

- 10.1 The invoice will be submitted on monthly basis to the respective Postmaster General who will verify the transactions done as claimed in the invoice from the portal extended to him by "M/S GERRY'S INTERNATIONAL PVT LTD") for MIS and from Cash Accounts of concerned GPOs (if needed). The payment will be made within 30 days of the receipt of the invoices duly supported by required documents.
- 10.2 The concerned Postmaster General will designate a focal person preferably, a gazette officer who will process claims in his/her own office file and with his/her verification send it to Postmaster General for approval and will issue sanction within stipulated time.
- 10.3 The payments to the "M/S GERRY'S INTERNATIONAL PVT LTD" shall be subject to taxes to be deducted at source, if the Tax Exemption Certificate is not provided in advance. The payment of accounts will normally be made by cheque in favour of the "M/S GERRY'S INTERNATIONAL PVT LTD") and provide proper payment advice mentioning tax deductions and invoice allocation details.
- 10.4 The rates have been quoted in Dollars but the payment of accounts will be made in Pak Rupees (At the time of submission of invoice, GST would be added on prevalent rate). If government changes rates of GST, it is to be invoiced accordingly. The rate of Dollar will be taken from the National Bank of Pakistan T.T Selling rate, prevalent on the last working date of the billing month will be applied.
- 10.5 The fuel surcharge percentage for FedEx Express services is subject to weekly adjustment based on the weekly published U.S. Gulf Coast (USGC) spot price for a gallon of kerosene-type jet fuel.
However, 1st date of every month will be charges as fuel surcharge for whole month. <https://www.fedex.com/en-pk/shipping/surcharges.html>
- 10.6 The "M/S GERRY'S INTERNATIONAL PVT LTD" may take up their justified claims against deductions made by the PPOD with the Addl. Director General (Operations) Pakistan Post, Islamabad.
- 10.7 In case of any correction or clarification required PPOD will advise to the "M/S GERRY'S INTERNATIONAL PVT LTD" within 7 days of invoice submission date in writing.
- 10.8 In case payment is not made within 30 days from invoice submission, the "M/S GERRY'S INTERNATIONAL PVT LTD" will inform PPOD regarding non-payment/delayed payment, if still no payment is released till 60 days, the "M/S GERRY'S INTERNATIONAL PVT LTD" has right to stop services on Credit.

ARTICLE 11: CUSTOMS CLEARANCE

- 11.1 Pakistan Post shall be responsible for handing over the Mail items with all required documents for customs etc.

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- 11.2 The "M/S GERRY'S INTERNATIONAL PVT LTD" will ensure expedited customs and security clearance and will be obliged to examine mail items at the time of handover for any discrepancy for customs clearance, security and transportation.
- 11.3 The tariff does not include customs duty, taxes or any other consequential charges arising from PPOD's shipments. The consignee will pay customs duties, taxes or other charges incurred at the destinations.
- 11.4 In case of any additional document required by customs at the time of clearance (Origin/Destination), PPOD will be responsible to provide the same within 24 working hours.
- 11.5 Shipments which cross national borders may have to be cleared through Customs in the destination country prior to delivery to the Recipient. Where "M/S GERRY'S INTERNATIONAL PVT LTD" provides customs clearance, the "M/S GERRY'S INTERNATIONAL PVT LTD" will on request of Customs provide to Customs all data necessary for clearance, as provided by the Sender. The Sender is responsible for making sure goods shipped are acceptable for entry into the destination country. All Charges for shipment to and return from countries where entry is not permitted are the Sender's responsibility. If the shipment is seized / confiscated by the Customs, Focus shall not be held responsible. If the shipment is seized / confiscated by the Customs, "M/S GERRY'S INTERNATIONAL PVT LTD" shall not be held responsible. The "M/S GERRY'S INTERNATIONAL PVT LTD" may in some instances at its sole discretion accept instructions from the Recipient to use a designated customs broker other than "M/S GERRY'S INTERNATIONAL PVT LTD" or the broker designated by the Shipper. In any event, the "M/S GERRY'S INTERNATIONAL PVT LTD" reserves the right to clear the Shipment if the broker cannot be determined or will not perform clearance or if accurate and complete broker information is not provided (including but not limited to name, address, phone number and postal code).
- 11.6 It is the Sender's responsibility to ensure that all necessary documentation in addition to the (Air) Waybill is provided and accurately completed in compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import and export laws and government regulations of any country to, from, through or over which the Shipment may be carried
- 11.7 The "M/S GERRY'S INTERNATIONAL PVT LTD" reserves the right to assess extra Charges for customs clearance or for services ancillary to the customs clearance of Shipments ("Ancillary Clearance Service Fees"). Customers should contact the "M/S GERRY'S INTERNATIONAL PVT LTD" for more information on the Ancillary Clearance Service Fees. The "M/S GERRY'S INTERNATIONAL PVT LTD" assumes no responsibility for Shipments abandoned in Customs, and such Shipments may be considered undeliverable.

ARTICLE 12: PROCESSING & DELIVERY OF MAIL

- 12.1 All services provided by the "M/S GERRY'S INTERNATIONAL PVT LTD" will be in accordance with and subject to the "M/S GERRY'S INTERNATIONAL PVT LTD") Terms and Conditions of Carriage as stated on the reverse of the "M/S GERRY'S INTERNATIONAL PVT LTD") Airway bill.
- 12.2 In case shipment are held by authorities at origin or destination due to any reason the "M/S GERRY'S INTERNATIONAL PVT LTD" will not be responsible.
- 12.3 Provided transit time is the "M/S GERRY'S INTERNATIONAL PVT LTD" standard, it may vary city to city and subject to no exception & customs delay at both origin/destinations.
- 12.4 Any shipment received after same day cut off will only be connected on following day with 1 business day addition in existing transit time.



12.5

The "M/S GERRY'S INTERNATIONAL PVT LTD" reserves the right to route a Shipment in any way it deems appropriate. There are no stoppages on route, which are agreed upon at the time of tender of the shipment. Some shipments may be consolidated or forwarded by the "M/S GERRY'S INTERNATIONAL PVT LTD" for transportation on third party vehicle, third party air carriers, or on either a charter or an interline basis as the "M/S GERRY'S INTERNATIONAL PVT LTD" may determine in its sole discretion.

12.6

At its sole discretion, the "M/S GERRY'S INTERNATIONAL PVT LTD" may refuse to pick up or deliver a shipment, in such case "M/S GERRY'S INTERNATIONAL PVT LTD" shall use alternative pickup or delivery arrangements, to maintain the safety of its employees and in cases in which the "M/S GERRY'S INTERNATIONAL PVT LTD" believes that its services may be used in violation of any applicable laws, regulations or rules.

12.7

The "M/S GERRY'S INTERNATIONAL PVT LTD" may deliver to the Recipient at the address mentioned on the (Air) Waybill, or to someone other than the person or entity named on the (Air) Waybill having apparent authority to accept the shipment in the name and on behalf of the Recipient. Shipment addresses should always include the complete address of the Recipient and its telephone or fax number.

The Shipper recognizes and explicitly accepts that in certain destination countries, the delivery may be made to a third party or to a letterbox or any other place accessible to the Recipient. (Post office box addresses may be used for certain international locations but must include a valid telephone, fax or telex number on the (Air) Waybill.

12.8

An undeliverable shipment is one that cannot be delivered for reasons that include, but are not limited to, any of the following: (i) the Recipient's address is incomplete, illegible, incorrect or cannot be located, (ii) the Shipment was addressed to an area not served by the "M/S GERRY'S INTERNATIONAL PVT LTD", (iii) the Recipient's place of business is closed (iv) delivery is impossible because of the unavailability or refusal of an appropriate person to accept delivery or sign for delivery of the Shipment on the initial delivery attempt or reattempts, (v) the Shipment is unable to clear customs, (vi) the shipment would likely cause damage or delay to other shipments or property, or injury to persons, (vii) the shipment contains prohibited items, (viii) the Recipient is unable or refuses to pay for a Bill Recipient shipment, (ix) the shipment was improperly packaged or (x) the shipment's contents or packaging are damaged to the extent that re-wrapping is not possible

12.9

If a shipment is undeliverable for any reason, the "M/S GERRY'S INTERNATIONAL PVT LTD" may attempt to notify the sender to arrange for the return of the Shipment, without prejudice to any local regulatory constraints. If the sender cannot be contacted within five (5) Business Days or fails to give instructions within a reasonable period of time as determined by the "M/S GERRY'S INTERNATIONAL PVT LTD", the "M/S GERRY'S INTERNATIONAL PVT LTD" at its sole discretion may return the shipment to the sender; or place the shipment in a general order warehouse or customs-bonded warehouse or dispose of the shipment. If a shipment cannot be delivered, cleared through customs or returned, the shipment may be transferred or disposed of by the "M/S GERRY'S INTERNATIONAL PVT LTD" at its sole discretion. The sender will be liable for any and all costs, Charges and fees incurred in returning, storing or disposing of an undeliverable shipment, unless the shipment was undeliverable due to the fault of the "M/S GERRY'S INTERNATIONAL PVT LTD".

12.10

The "M/S GERRY'S INTERNATIONAL PVT LTD" Licensee of Federal Express Corporation cannot deliver to U.S. military post office box addresses such as Army Post Office (APO) and Fleet Post Office (FPO).

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ARTICLE 13: SECRECY OF THE AGREEMENT

This Agreement shall be treated as confidential document by the Parties. The contents of this Agreement shall not be divulged to a third party without the prior written consent of the other Party, unless required by a Court of Law or the Government of Pakistan.

ARTICLE 14: LIAISON

For the effective and close liaison and to ensure proper handling and correct dispatch of mail, the Parties shall nominate their representatives at each station of mail exchange.

ARTICLE 15: AMENDMENT

- 15.1. This Agreement may be amended or modified at any time through mutual written consent of the Parties. The Party wishing to amend or modify this Agreement shall give the other Party an advance written notice of not less than **30 days**.
- 15.2. This Agreement shall be open for renegotiation by the Parties, and the resultant amendments.
- 15.3. The amendment or modification shall form an integral part of this Agreement and shall enter into force in the like manner as provided in Article 17.1 of this Agreement.

ARTICLE 16: GOVERNING LAW, JURISDICTION AND SETTLEMENT OF DISPUTES

- 16.1. This Agreement shall be governed by the laws of Pakistan. The courts of Pakistan shall have exclusive jurisdiction concerning all matters in relation to or arising from this Agreement.
- 16.2. All differences and disputes arising from or concerning with the application or the interpretation of this Agreement shall be amicably settled through negotiations between the Parties. In case of the failure of such negotiations, either Party may refer the dispute for arbitration under the Arbitration Act, 1940. The arbitration proceedings shall be held at Islamabad in English. The award shall be final and binding on the Parties.

ARTICLE 17: ENTRY INTO FORCE, DURATION AND TERMINATION

- 17.1. This Agreement shall enter into force on the date of signature and shall ~~be~~ take effect from 1st April, 2022.
- 17.2. The "**M/S GERRY'S INTERNATIONAL PVT LTD**" will execute agreement with Pakistan Post initially for a period of 03 (three) Years from the date of commencement. The term of the agreement can be extended on annual basis for further two years with mutual consent of the Parties.
- 17.3. Extension Criteria would be performance of the "**M/S GERRY'S INTERNATIONAL PVT LTD**", meeting Quality of service Standards and after-sale service.



Either Party may terminate this Agreement at any time by giving an advance written notice of thirty (30) days to the other Party of its termination to terminate this Agreement.

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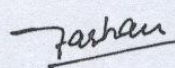
- 17.5 All actions taken and remaining incomplete or issues remaining unsettled during the validity of this Agreement shall continue to be governed by its provisions till their completion or settlement, unless the Parties agree otherwise.
- 17.6 In Witness whereof, the duly appointed representatives of the Parties have signed this Agreement at Islamabad on this April day of 2022 in two originals in the English language.

For & on Behalf of
The President of the Islamic Republic of Pakistan through
Pakistan Post Office
Department (PPOD).

ADDRESS: Directorate General PPOD
Islamabad - 44000.
Phone: +92-51-9260103


Fax: +92-51-9260257
E-mail: dips@pakpost.gov.pk

Signed for and on behalf of the Pakistan Post Office Department.

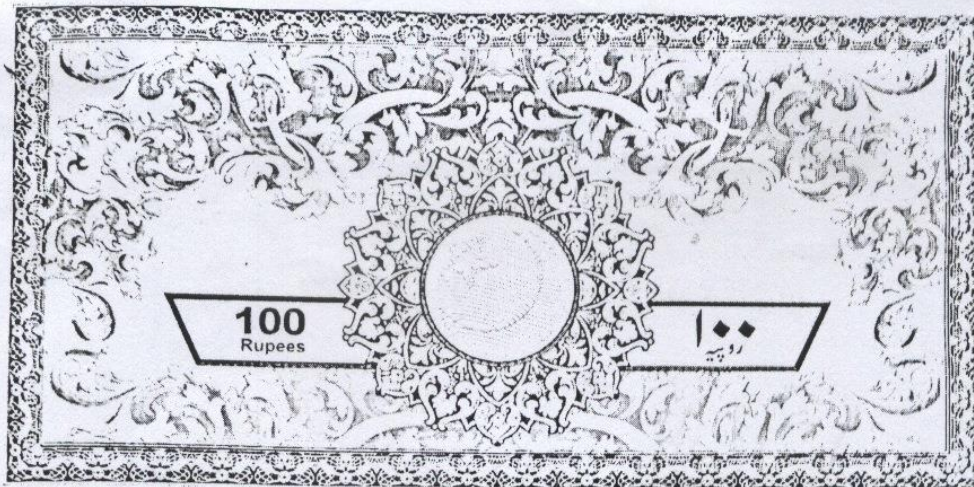
Name: Farhan Ali Mirza SIGNATURE 
Title: Director International Postal Services
Address: G-8/4, Islamabad
Phone: 051-9260103
Fax: _____
Email: farhanalimirza74@gmail.com

Director (Intl. Post)
Directorate General
Pakistan Post Office
Islamabad-44000 Pakistan

Signed for and on behalf of the "M/S GERRY'S INTERNATIONAL PVT LTD LICENSEE OF FEDERAL EXPRESS CORPORATION"

Name: MUHAMMAD ASIF ALI SIGNATURE 
Title: C. O. O
Address: 43/E/1 PECHS-6 RAZI ROAD KARACHI
Phone: 111-711-111
Fax: _____
Email: _____

X982381



MUHAMMAD SHOAIB STAMP VENDOR

LICENCE No. 145, SHOP No. 04

WZ-1, HILLAIN & SONS KARIM HOUSE, KARACHI

ST. No. 100, DATE 01 APR 2022

ISSUED TO WITH ADDRESS M/S Universal Logistics Services

THROUGH WITH ADDRESS M/S Universal Logistics Services

STAMP VENDOR SIGNATURE

DO NOT USE, DISPOSE AND FOR ALL Purpose and Vendor

All rights reserved to the stamp vendor under the Agreement

(RUPEES ONE HUNDRED ONLY)

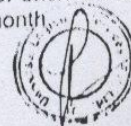
**AGREEMENT FOR LOGISTICS, TRANSPORT AND DELIVERY OF
PAKISTAN POST INTERNATIONAL MAIL
BETWEEN
"PAKISTAN POST OFFICE DEPARTMENT" AND
"M/S Universal Logistics Services (Pvt.) Ltd
(an Authorised Service Contractor of UPS)."**

This Agreement is made between the President of the Islamic Republic of Pakistan through Pakistan Post Office Department (hereinafter referred to as the "PPOD") and the M/S Universal Logistics Services (Pvt.) Ltd (Authorised Service Contractor of UPS in Pakistan) (hereinafter referred to as "ULS") registered under the Pakistani laws with its Head Office at D-79, Clifton Block 5, Karachi - Pakistan and Branch Offices at Building no 19, Fageer Appi Road, I-11/3, Islamabad - Pakistan (The PPOD and the ULS are also referred hereinafter wherever appropriate individually as "a Party" and collectively as "the Parties")

Whereas, the PPOD desires to enter into an Agreement with ULS for transportation and world-wide delivery of "Pakistan Post International Mail" and ULS is willing to provide services to PPOD for transportation and world-wide delivery of "Pakistan Post International Mail", And Whereas, ULS shall provide its network for the same. The Parties have agreed as follows:-

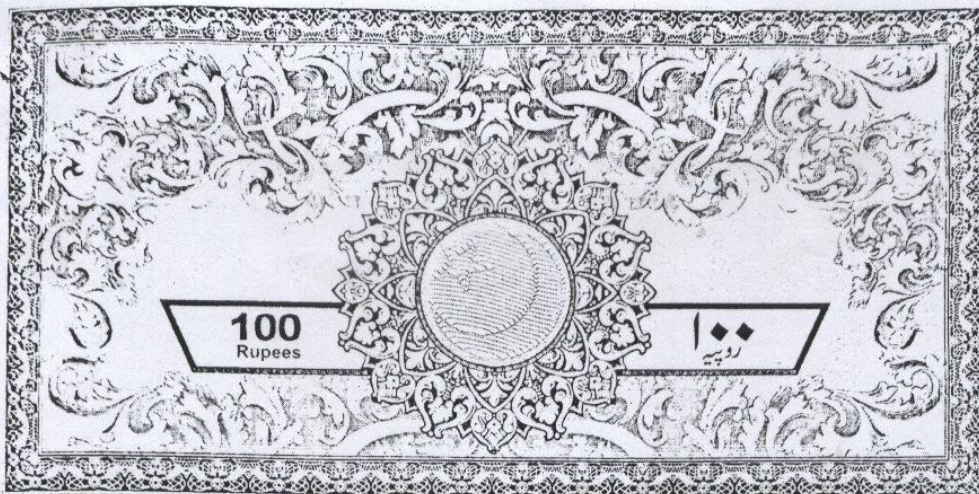
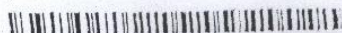
ARTICLE 1: DISPATCH ARRANGEMENTS

- 1.1 The ULS shall advise the PPOD of its planned /scheduled arrangements, as and when it makes or amends the schedule.
- 1.2 Mail will be delivered at the hub of the ULS at the mutually agreed time but keeping in view the immediate dispatch to destination. The timings and Hubs for each month will be agreed through email communication by 25th of the previous month.



X982382

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MUHAMMAD SHOAB STAMP VENDOR

LICENCE No. 149, SHOP No. 04,
WAZIRPURA, KARACHI, KARACHI HOUSE, KARACHISTAMP VENDOR'S ADDRESS MR. DATE
STAMP VENDOR'S ADDRESS MR. DATESTAMP VENDOR'S SIGNATURE
STAMP VENDOR'S SIGNATUREHe Not Use Disposed and For all PURPOSES AND VENDOR
Sub not responsible for any illegal Fake Agreements

(RUPEES ONE HUNDRED ONLY)

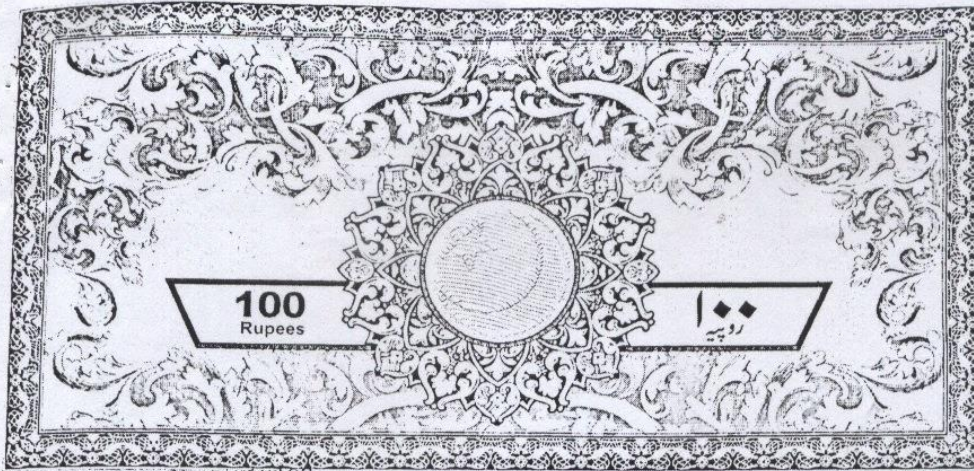
- 1.3 The ULS shall be under obligation to prepare a daily schedule of receipt of mail dispatches.
- 1.4 The representative of PPOD will obtain a receipt of all delivered mail to ULS. PPOD will ensure handing over mail items.
- 1.5 The PPOD shall have the discretion to use the network of the ULS, only for countries which are best suited to mail transmission and mail business. In the selection of these countries, the interest of the users of the Post and the PPOD shall be supreme, together with economy, speed and quality.

ARTICLE 2: HANDOVER / TRANSFER OF MAIL

- 2.1 PPOD shall handover/transfer outward Mail dispatches at the Offices of the ULS at Karachi/Lahore/Islamabad/Sialkot/Faisalabad/Peshawar/Gujranwala/Wazirabad and any other city mutually agreed for same day dispatch subject to customs clearance.
- 2.2 The Air Mail will be handed over to the ULS with required documentation from the PPOD.
- 2.3 Before acceptance of the dispatch & its subsequent handover, the representative of the ULS will physically check the safe & sound condition of the mail and shall thereafter be responsible for any damage, pilferage or loss to it during its custody or transmission. The physical checking of mails will also include verification of weight as recorded on the individual item as well as on the manifest. The delivery person must wait till completion of all desired actions and then should be handed over the receipt.
- 2.4 The shipments will be received as per decided SOPs of ULS.



340.



LIBRARY No. 149, SHOP No. 04

DATE

RECEIVED TO WITH ADDRESS MAIL

THROUGH WITH ADDRESS MR. . . .

1. 0.015

Vol. 2. 10 *W* ATTACHE

STAMP VERIFICATION SIGNATURE _____

(1) All Use Divorced and Fee will Purpose

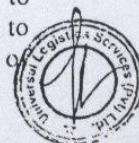
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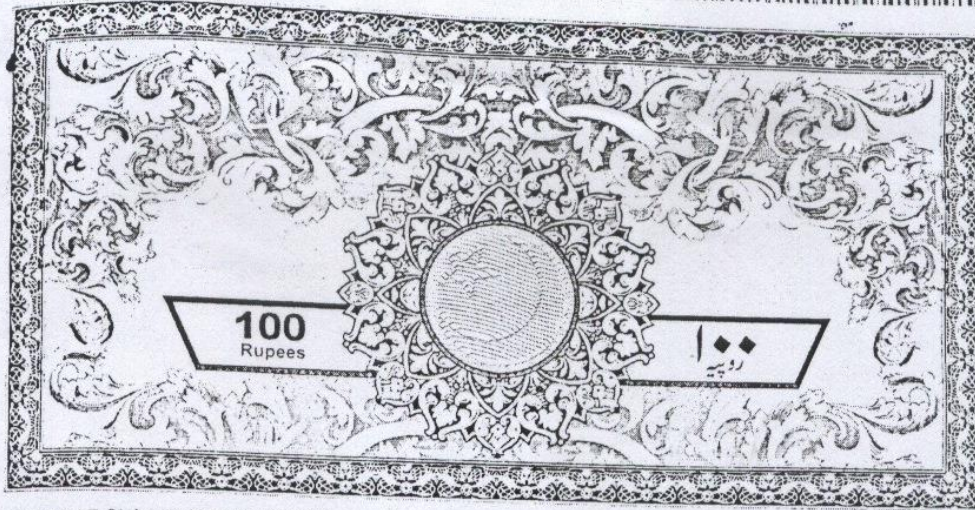
The **ULS** shall:

- ## ARTICLE 4: CUSTOMER CARE

- 4.1 The ULS is required to provide after sale service that includes a systematic arrangement for resolution of discrepancies and replies to inquiries both on collective and individual (item-based) information.
- 4.2 Upon booking of an article, the software will generate SMS/ Email to consignor and consignee and at the time of delivery of article to consignor, The customers will be allowed provision of maintenance of account with Pakistan Post through mobile app facility.



- 341 -



UK FPOF No. 45, SHOP No. 04.

01 APR 2022

(RUPEES ONE HUNDRED ONLY)

DATE: 01 APR 1968
 MR. [Signature] Logistics Service
 IR: [Signature]

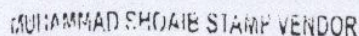
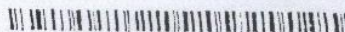
10-10-54

Do Not Use Divorced and Fee will Purpose and Vender

Not responsible for any kind of Fake Address

- 5.1 The ULS shall be responsible for the safe and secure storage of mail at origin, in transit, and at destination till delivery to addressee.
- 5.2 No charge shall be levied on the PPOD for storage of mail at origin, in transit and at destination.
- 5.3 During the custody of the mail & its transfer, the ULS shall ensure to protect the dispatches from inclement weather in general and from rain in particular. However, in bad weather all the parcels should be wrapped properly.
- 5.4 Any Shipment received at the ULS Hub from Pakistan Post prior to acceptance to the ULS shall be subject to Security Inspection which includes X-Raying and physical Security inspection of the shipments.
- 5.5 In case a shipment booked by PPOD has any concealed "NARCOTICS", of any kind then it's a prime responsibility and Obligation of the ULS to immediately inform Anti-Narcotics Force (ANF) and PPOD.
- 5.6 In case any Contraband Material is found, by the Anti-Narcotics Force (ANF) ULS shall be legally bound to hand-over the shipment to ANF. After all the process written receipt shall be obtained for record and copy of same shall be handed over to PPOD.
- 5.7 In above scenario ULS is not liable to refund the charges / return the material to PPOD/Shipper.





10 FUSEE No. 149, SHOP No. 04,
WAZIR HUSSAIN & SONS KARIM HOUSE, KARACHI.

112 DE HUSSAIN & SONS KARIM HOUSE, KARACHI

SI. NO. 932 DATE 10/10/2011

ISSUED TO WITH ADDRESS *Universal*

THROUGH WITH ADDRESS MR. WILLIAM

[illegible]

VALU. 100----- ATTACHED-----
STAMP HERE FOR SIGNATURE

STAMP HERE FOR SIGNATURE

Not responsible for any illegal / Fake Agreements

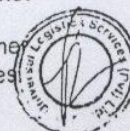
Not responsible for any illegal / Fake Agreement

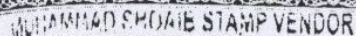
01 APR 2022

(RUPEES ONE HUNDRED ONLY)

7.1 The ULS shall be responsible and liable for any loss, pilferage or damage to mail or its contents, if such loss pilferage or damage occurs whilst the mail was in its custody. In the event of such loss, pilferage or damage, they shall be liable to pay to the PPOD, as per following details:

- i) Maximum claim against any lost or damage shipment, restricted to maximum **100 USD** or the declared value whichever is less.
- ii) The claim policy for the shipments moved through ULS and could not be reached to the consignee and lost in transit.
- iii) Booking of shipments shall be made as per SOPs of ULS & the customer must be informed clearly about the claim policy in case of eventualities.





FILE # 45, SHOP No. 04.

SONS KARIM HOUSE, KARACHI

KS+ 10/10/10

ISSUED TO WITH ADDRESS NO.

THROUGH WITH ADDRESS MR. ...

.....
ATTACHED

WILLIAM J. WILSON ATTACHED
STANDARD SIGNATURE

STAMP VENDOR SIGNATURE _____
 Do Not Use Discreet and Fair will Purchase and Vendor

Not responsible for any illegal / Fake Agreements

Not responsible for any illegal use of information

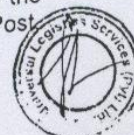
iv) To process claim all of the following items must be provided.

- a copy of the waybill.
- documentation supporting the amount claimed e.g., a vendor/supplier invoice and a retail invoice.
- if the item was purchased or sold via the internet, documentation of that transaction is required.
- photographs of the damaged item(s) and packaging (please include both inner and outer packaging).

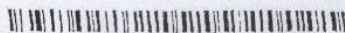
7.3 In cases, where the compensation has been awarded (shipment must be Insured) by Court of Law or the Wafaqi Mohtasib (OMBUDSMAN), the amount of compensation shall be accepted by the ULS on the production of the court or Wafaqi Mohtasib (OMBUDSMAN), as the Case may be.

7.5 The ULS shall settle such claims within 60 days of receipt of the claims and the payment of such claim shall be made through cheque to PPOD.

7.7 The **ULS** may take up their justified claims against deductions made by the PPOD with the Addl. Director General (Operations) Pakistan Post Islamabad



r 344.



INVOICE No. 45, SHOP No 04,
MADE HUSSAIN & SONS KARIM HOUSE, KARACHI.

WAZIR & SONS KARIM HOUSE, KARACHI

ISSUED TO WITH ADDRESS MR. [illegible]

ISSUED TO WITH ADDRESS MR. ...
THROUGH WITH ADDRESS MR. ...

THROUGH WITH ADDRESS MR. (34) 9 12 2
FEDERAL RESERVE BANK OF NEW YORK
ATTACHED

ATTACHED

STAMP VENDOR SIGNATURE

Not Use Directed and Free Will Purpose and Vendor
is not responsible for any illegal Free Agreements

Not responsible for any illegal / Fake Agreements

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01 APR 2022
Service

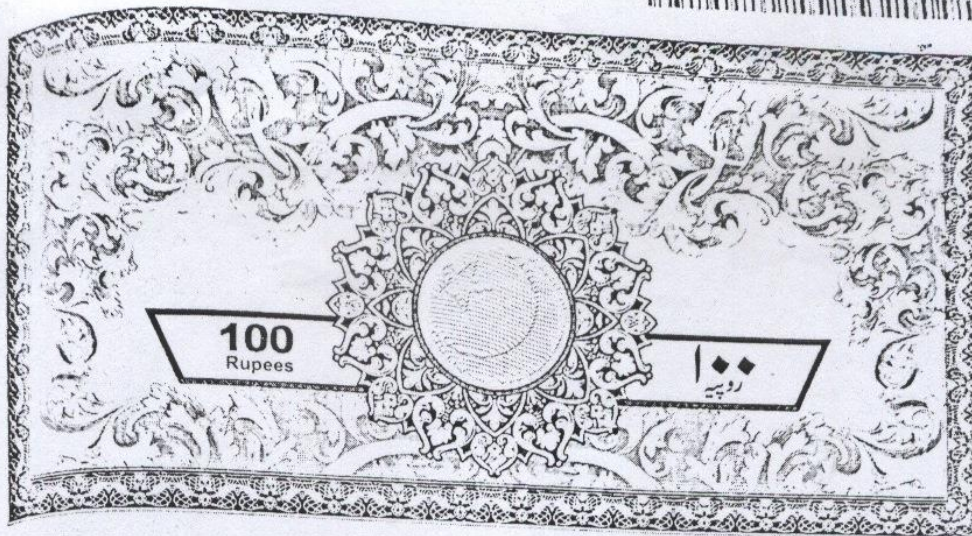
- Article 9: CHARGEABLE WEIGHT

ARTICLE 10: SETTLEMENT OF ACCOUNTS

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X982388

-345-



MULHAMAD SHOAIB STAMP VENDOR

VENDOR NO. 04, SHOP No. 04,

KARACHI HOUSE, KARACHI

DATE

RESERVED WITH ADDRESS

RESERVED WITH ADDRESS

ATTACHED

SIGNATURE

STAMP VENDOR'S SIGNATURE

Do Not Use Divided and P.O. Stamp Vendor's Signature

Do Not Use Divided and P.O. Stamp Vendor's Signature

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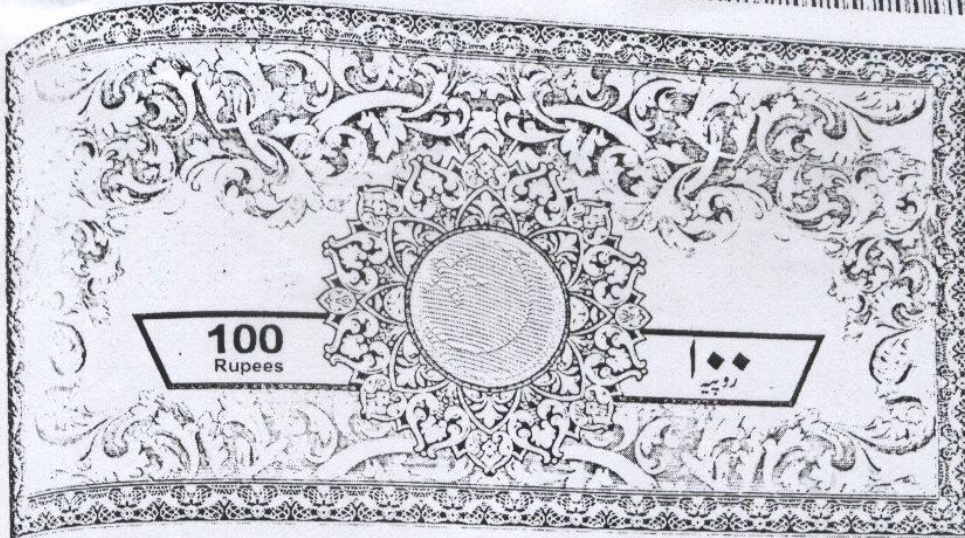
01 APR 2022
Service

- 10.3 The payments to the ULS shall be subject to taxes to be deducted at source, if the Tax Exemption Certificate is not provided in advance. The payment of accounts will normally be made by cheque in favour of the ULS and provide proper payment advice mentioning tax deductions and invoice allocation details.
- 10.4 The rates have been quoted in Dollars but the payment of accounts will be made in Pak Rupees (At the time of submission of invoice, GST would be added on prevalent rate). If government changes rates of GST, it is to be invoiced accordingly. The rate of Dollar will be taken from the SBP website on 1st day of each month of billing.
- 10.5 Fuel Surcharge: The surcharge applicable in each month will be determined based on the U.S. Gulf Coast (USGC) price for kerosene-type jet fuel reported by the U.S. Energy Information Administration (EIA) two weeks prior to the first Monday of each month, rounded to the nearest cent.
- 10.6 The ULS may take up their justified claims against deductions made by the PPOD with the Addl. Director General (Operations) Pakistan Post, Islamabad.
- 10.7 In case of any correction or clarification required PPOD will advise to the ULS within 7 days of invoice submission date in writing. In case of any claim, the disputed amount may be settled up to 75% of invoice value of disputed article, pending final settlement/ adjustment within stipulated time.
- 10.8 In case payment is not made within 30 days from invoice submission, the ULS will inform PPOD regarding non-payment/delayed payment, if still no payment is released till 60 days, the ULS has right to stop services on Credit.



X032389

346-



ANWAR SHOHAB STAMP VENDOR
 HALL No. 146, CHOP No. 04,
 KARIM HOUSE, KARACHI

DATE: 01 APR 2022

TO: ADDRESS: KARACHI

FROM: ADDRESS: KARACHI

ATTACHED: [Signature]

STAMP VENDOR SIGNATURE: [Signature]

Stamp Vendor is not responsible for any illegal or Fake Agreements

(RUPEES ONE HUNDRED ONLY)

ARTICLE 11: CUSTOMS CLEARANCE

- 11.1 Pakistan Post shall be responsible for handing over the Mail items with all required documents for customs etc.
- 11.2 The ULS will ensure expedited customs and security clearance and will be obliged to examine mail items at the time of handover for any discrepancy for customs clearance, security and transportation.
- 11.3 The tariff does not include customs duty, taxes or any other consequential charges arising from PPOD's shipments. The consignee will pay customs duties, taxes or other charges incurred at the destinations.
- 11.4 In case of any additional document required by customs at the time of clearance (Origin/Destination), PPOD will be responsible to provide the same.
- 11.5 Shipments which cross national borders may have to be cleared through Customs in the destination country prior to delivery to the Recipient. Where ULS provides customs clearance, the ULS will on request of Customs provide to Customs all data necessary for clearance, as provided by the Sender. The Sender is responsible for making sure goods shipped are acceptable for entry into the destination country. All Charges for shipment to and return from countries where entry is not permitted are the Sender's responsibility. If the shipment is seized / confiscated by the Customs, ULS shall not be held responsible. The ULS may in some instances at its sole discretion accept instructions from the Recipient to use a designated customs broker other than ULS or the broker designated by the Shipper. In any event, the ULS reserves the right to clear the Shipment if the broker cannot be determined or will not perform clearance or if accurate and complete broker information is not provided (including but not limited to name, address, phone number and postal code).
- 11.6 It is the Sender's responsibility to ensure that all necessary documentation in addition to the (Air) Waybill is provided and accurately completed in compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import and export laws and government regulations of any country to, from, through or over which the Shipment may be carried



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MUHAMMAD SHOAIB STAMP VENDOR

LICENCE No. 145, SHOP No. 04,

RAJAH MULLA SAIN & SONS KARIM HOUSE, KARACHI

U.S. AIRWAY BILL ADDRESS MR. [Signature] DATE [Signature]

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(RUPEES ONE HUNDRED ONLY)

- 11.7 The ULS reserves the right to assess extra Charges for customs clearance or for services ancillary to the customs clearance of Shipments ("Ancillary Clearance Service Fees"). Customers should contact the ULS for more information on the Ancillary Clearance Service Fees. The ULS assumes no responsibility for Shipments abandoned in Customs, and such Shipments may be considered undeliverable.

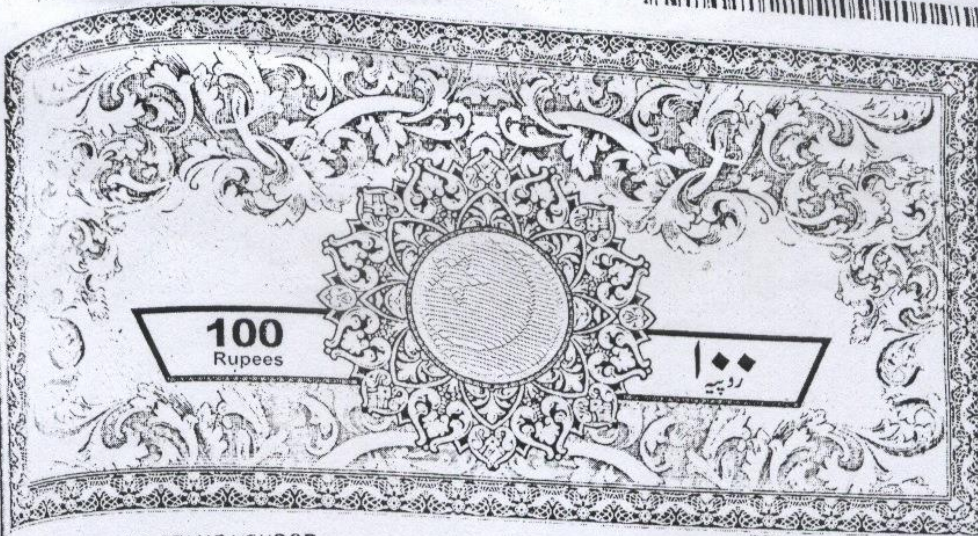
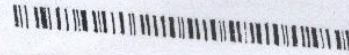
ARTICLE 12: PROCESSING & DELIVERY OF MAIL

- 12.1 All services provided by the ULS will be in accordance with and subject to the ULS Terms and Conditions of Carriage as stated on the reverse of the ULS Airway bill.
- 12.2 In case shipment are held by authorities at origin or destination due to any reason the ULS will not be responsible.
- 12.3 Provided transit time is the ULS standard, it may vary city to city and subject to no exception & customs delay at both origin/destinations.
- 12.4 Any shipment received after same day cut off will only be connected on following day with 1 business day addition in existing transit time.
- 12.5 The ULS reserves the right to route a shipment in any way it deems appropriate. There are no stoppages on route, which are agreed upon at the time of tender of the shipment. Some shipments may be consolidated or forwarded by the ULS for transportation on third party vehicle, third party air carriers, or on either a charter or an interline basis as the ULS may determine in its sole discretion.
- 12.6 At its sole discretion, the ULS may refuse to pick up or deliver a Shipment, in such case ULS shall use alternative pickup or delivery arrangements, to maintain the safety of its employees and in cases in which the ULS believes that its services may be used in violation of any applicable laws, regulations or rules.



X982391

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HAMMAD SHOWIB STAMP VENDOR

LICENCE No 145, CHOP No 04.

H. M. H. & SONS KARIM HOUSE, KARACHI

(RUPEES ONE HUNDRED ONLY)

DATE: 01 APR 2022
 RELAY TO WITH ADDRESS: [Signature]
 RELAY TO WITH ADDRESS MR. [Signature]
 ATTACHED: [Signature]
 STAMP VENDOR SIGNATURE: [Signature]
 Vendor Directed and Fee with Purpose and Vendor
 is not responsible for any illegal Fake Agreements

12.7

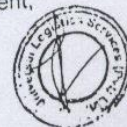
The ULS may deliver to the Recipient at the address mentioned on the (Air) Waybill, or to someone other than the person or entity named on the (Air) Waybill having apparent authority to accept the Shipment in the name and on behalf of the Recipient. Shipment addresses should always include the complete address of the Recipient and its telephone or fax number. The Shipper recognizes and explicitly accepts that in certain destination countries, the delivery may be made to a third party or to a letterbox or any other place accessible to the Recipient. (Post office box addresses may be used for certain international locations but must include a valid telephone, fax or telex number on the (Air) Waybill.

12.8

An undeliverable Shipment is one that cannot be delivered for reasons that include, but are not limited to, any of the following: (i) the Recipient's address is incomplete, illegible, incorrect or cannot be located, (ii) the Shipment was addressed to an area not served by the ULS, (iii) the Recipient's place of business is closed (iv) delivery is impossible because of the unavailability or refusal of an appropriate person to accept delivery or sign for delivery of the Shipment on the initial delivery attempt or reattempts, (v) the Shipment is unable to clear customs, (vi) the Shipment would likely cause damage or delay to other Shipments or property, or injury to persons, (vii) the Shipment contains prohibited items, (viii) the Recipient is unable or refuses to pay for a Bill Recipient Shipment, (ix) the Shipment was improperly packaged or (x) the Shipment's contents or packaging are damaged to the extent that re-wrapping is not possible

12.9

If a Shipment is undeliverable for any reason, the ULS may attempt to notify the Sender to arrange for the return of the Shipment, without prejudice to any local regulatory constraints. If the Sender cannot be contacted within five (5) Business Days or fails to give instructions within a reasonable period of time as determined by the ULS, the ULS at its sole discretion may return the Shipment to the Sender; or place the Shipment in a general order warehouse or customs-bonded warehouse or dispose of the Shipment. If a Shipment cannot be delivered, cleared through customs or returned, the Shipment may be transferred or disposed of by the ULS at its sole discretion. The Sender will be liable for any and all costs, Charges and fees incurred in returning, storing or disposing of an undeliverable Shipment, unless the Shipment was undeliverable due to the fault of the ULS.





AMMANI SHOAIB STAMP VENDOR

INVOICE No. 145, FWP No. 04,
M. H. S. & SONS KARIM HOUSE, KARACHI

ISSUED TO: M. H. S. & SONS KARIM HOUSE, KARACHI

DATE: 18 APR 2022

AMOUNT: 100 Rupees

STAMP VENDOR SIGNATURE

Stamp Vendor Overhead and Fee with Purpose and Vendor

Stamp Vendor responsible for any illegal or Fake Agreements

(RUPEES ONE HUNDRED ONLY)

ARTICLE 13: SECRECY OF THE AGREEMENT

This Agreement shall be treated as confidential document by the Parties. The contents of this Agreement shall not be divulged to a third party without the prior written consent of the other Party, unless required by a Court of Law or the Government of Pakistan.

ARTICLE 14: LIAISON

For the effective and close liaison and to ensure proper handling and correct dispatch of mail, the Parties shall nominate their representatives at each station of mail exchange.

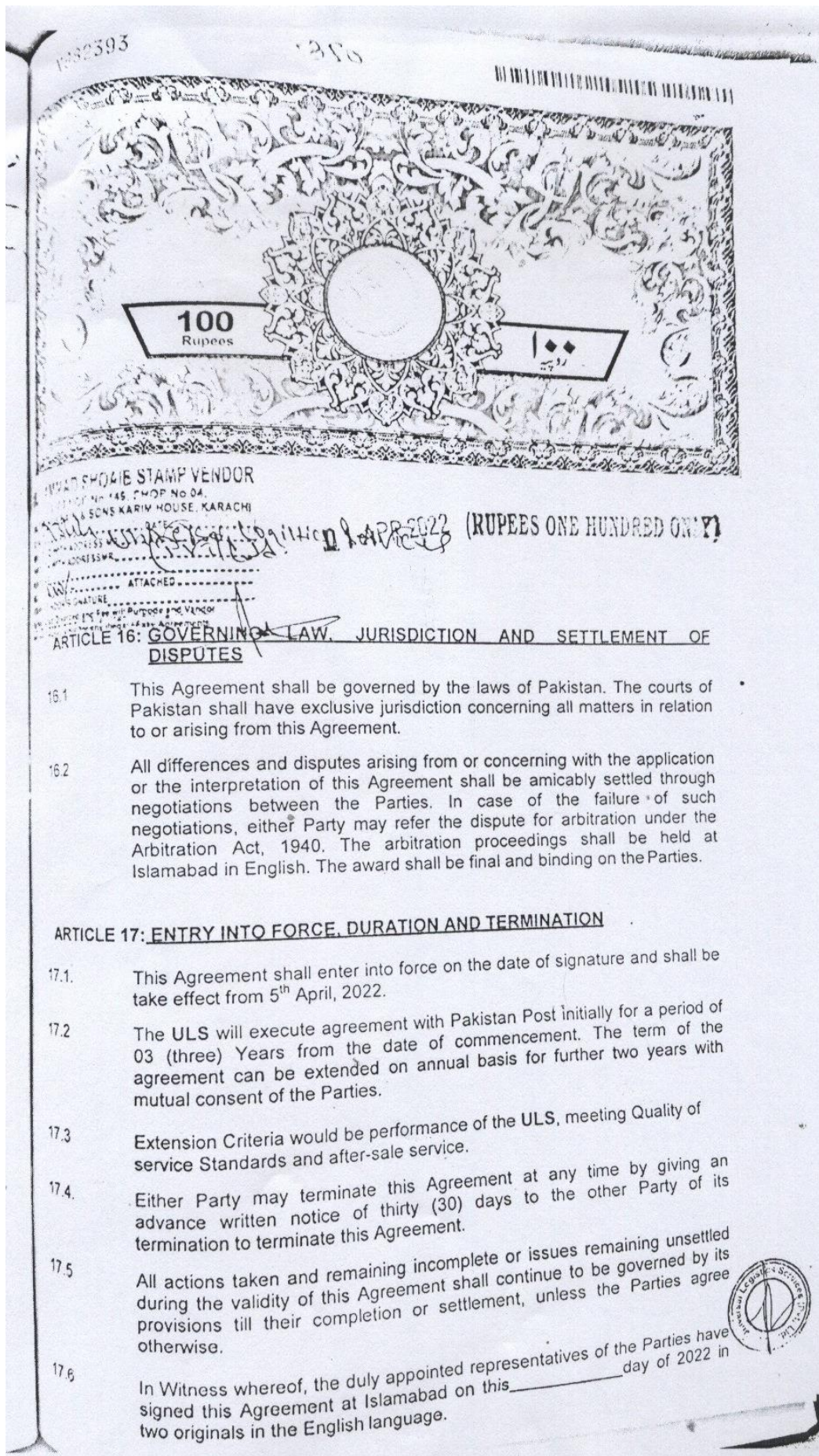
ARTICLE 15: AMENDMENT

15.1 This Agreement may be amended or modified at any time through mutual written consent of the Parties. The Party wishing to amend or modify this Agreement shall give the other Party an advance written notice of not less than 30 days.

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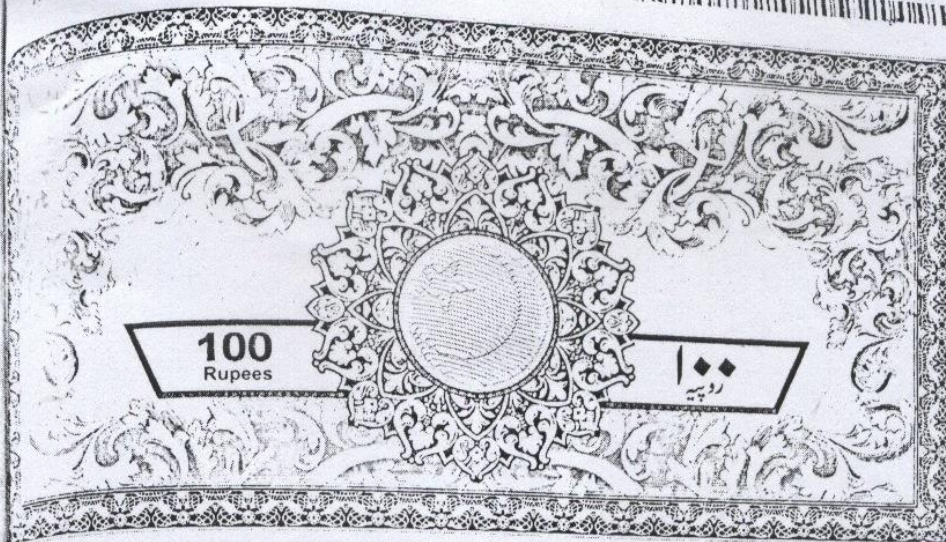
15.3 The amendment or modification shall form an integral part of this Agreement and shall enter into force in the like manner as provided in Article 17.1 of this Agreement.





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JAMSHED SAFDAR STAMP VENDOR

CHITRA NO. 145, PHOP NO. 04,
MINI A. 56 NE KARIM HOUSE, KARACHIDATE: 10 APR 2022
SERVICE: Logistics

PAID ON BEHALF OF

The President of the Islamic Republic of Pakistan through
Pakistan Post Office
Department (PPOD).

(RUPEES ONE HUNDRED ONLY)

ADDRESS: Directorate General PPOD
Islamabad - 44000.
Phone: +92-51-9260103Fax: +92-51-9260257
E-mail: dips@pakpost.gov.pk

Signed for and on behalf of the Pakistan Post Office Department.

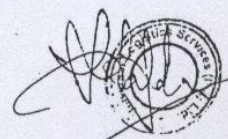
Farhan
5-04-2022
SIGNATURE

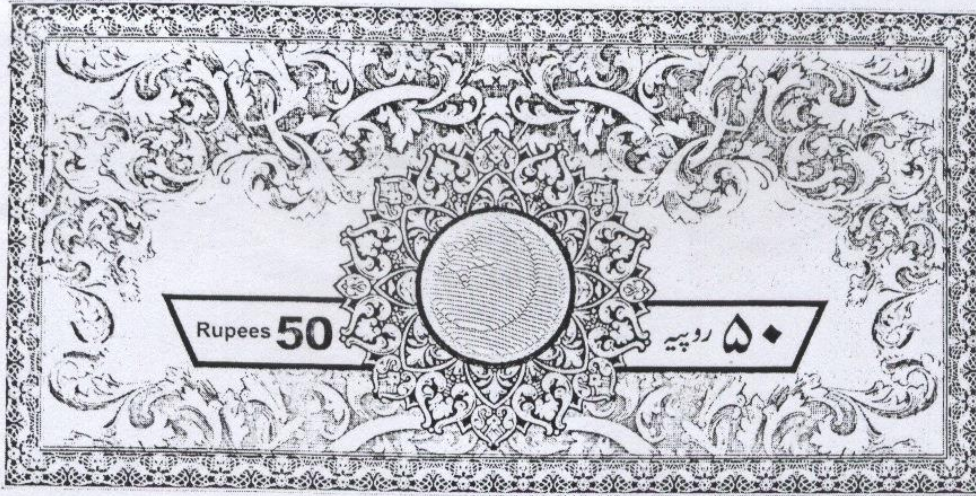
Name: Farhan Ali Mirza
Title: Director International Postal Services
Address: The General Pakistan Post G-8/4, Islamabad
Phone: 051-9260103
Fax: _____
Email: farhanalimirza74@gmail.com

Signed for and on behalf of the Universal Logistics Services (Pvt.) Ltd (Authorised Service Contractor of UPS in Pakistan)

SIGNATURE

Name: JAMSHED SAFDAR
Title: CHIEF EXECUTIVE OFFICER
Address: D-79, Block-5, Clifton, Karachi
Phone: 92-21-35148127-9
Fax: _____
Email: jsafdar@ups.com





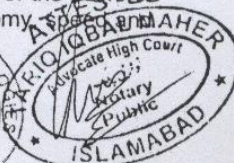
**AGREEMENT FOR LOGISTICS, TRANSPORT AND DELIVERY OF
PAKISTAN POST INTERNATIONAL MAIL
BETWEEN
"PAKISTAN POST OFFICE DEPARTMENT" AND
"M/S FOCUS TECHNOLOGIES (PVT) LTD."**

This Agreement is made between the President of the Islamic Republic of Pakistan through **PAKISTAN POST OFFICE DEPARTMENT** (hereinafter referred to as "PPOD") and **M/S FOCUS TECHNOLOGIES (PRIVATE) LIMITED** (hereinafter referred to as "FOCUS") registered under the Pakistan law, with its Head Office at Office No 1-2, 2nd Floor, Block C, Midcity Apartments, Service Road West, Islamabad Expressway and Branch Offices at Islamabad, Lahore and Karachi, (PPOD and FOCUS are also referred hereinafter wherever appropriate individually as "a party" and collectively as "the parties")

Whereas, PPOD desires to enter into an Agreement with FOCUS for transportation and world-wide door-to-door delivery of "Pakistan Post International Mail" and FOCUS is willing to provide services to PPOD for transportation and world-wide door-to-door delivery of "Pakistan Post International Mail", And Whereas, FOCUS shall provide its network for the same. The parties have agreed as follows:-

ARTICLE 1: DISPATCH ARRANGEMENTS

- 1.1 FOCUS shall advise PPOD of its planned / scheduled arrangements, as and when it makes or amends the schedule.
- 1.2 Mail shall be delivered at the hub of the party at the mutually agreed time but keeping in view the immediate dispatch to destination. The timings and hubs for each month shall be agreed through email communication by 25th of the previous month.
- 1.3 FOCUS shall be under obligation to prepare a daily schedule of receipt of mail dispatches.
- 1.4 The representative of PPOD shall obtain a receipt of all delivered mail to FOCUS. PPOD shall ensure handing over mail items.
- 1.5 PPOD shall have the discretion to use the network of FOCUS only for countries which are best suited to mail transmission and mail business. In the selection of these countries, interest of the users of the Post and PPOD shall be supreme, together with economy and quality.



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ARTICLE 2: HANDOVER / TRANSFER OF MAIL

- 2.1 PPOD shall handover / transfer outward Mail dispatches at the Offices of **FOCUS** (single pickup points) at **Karachi / Lahore / Islamabad / Sialkot / Faisalabad / Peshawar / Gujranwala / Wazirabad** and any other city mutually agreed for same day dispatch, subject to Customs clearance.
- 2.2 The Air Mail shall be handed over to **FOCUS** with required documentation from PPOD.
- 2.3 Before acceptance of the dispatch & its subsequent handover, the representative of **FOCUS** shall physically check safe & sound condition of the mail and shall thereafter be responsible for any damage, pilferage or loss to it during its custody or transmission. The physical checking of mails shall also include verification of weight as recorded on the individual item as well as on the manifest. The delivery person must wait till completion of all desired actions and then should be handed over the receipt.
- 2.4 The shipments shall be received as per decided SOPs of **FOCUS**.

ARTICLE 3: QUALITY OF SERVICE

FOCUS shall:

- 3.1 Provide seamless integration with Pakistan Post IT Network (and / with the clients of Pakistan Post when required) to provide end to end tracking of mail / items using Pakistan Post unique Item Identifier. The format of item identifier would be of 13 Character alphanumeric. (Nine numeric preceded and followed by two alphabet) Consider attempted delivery as delivery for the purpose of performance evaluation.
- 3.2 Consider attempted delivery as delivery for the purpose of performance evaluation.
- 3.3 Compensate to the extent of loss suffered by PPOD for any failure except force majeure, on the part of **FOCUS** to uplift the mail on designated flight.
- 3.4 In cases of operational / unforeseen delay due to justified reasons, inform PPOD immediately to update its customers.
- 3.5 PPOD will issue only 01 notice in case of non-performance as per the given standards, quoted in the financial proposal by **FOCUS** having before giving mail to a company at lower priority.

ARTICLE 4: CUSTOMER CARE

- 4.1 **FOCUS** is required to provide after sale service that includes a systematic arrangement for resolution of discrepancies and replies to inquiries both on collective and individual (item-based) information.
- 4.2 Upon booking of an article, the software will generate SMS / Email to consignor and consignee and at the time of delivery of article to consignor. The customers will be allowed provision of maintenance of account with Pakistan Post through mobile app facility.

ARTICLE 5: SECURITY OF MAIL

- 5.1 **FOCUS** shall be responsible for the safe and secure storage of mail at origin, in transit, and at destination till delivery to addressee.



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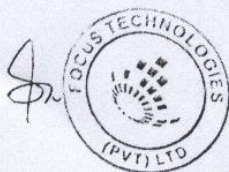
- 5.2 No charge shall be levied on PPOD for storage of mail at origin, in transit and at destination.
- 5.3 During the custody of the mail & its transfer, FOCUS shall ensure to protect the dispatches from inclement weather in general and from rain in particular. However, in bad weather all the parcels should be wrapped properly.
- 5.4 Any Shipment received at FOCUS Hub from PPOD prior to acceptance at FOCUS shall be subject to Security Inspection, which includes X-Raying and physical Security inspection of the shipments.
- 5.5 In case a shipment booked by PPOD has any concealed "NARCOTICS" of any kind, then it's the prime responsibility and obligation of FOCUS to immediately inform Anti-Narcotics Force (ANF) and PPOD.
- 5.6 In case contraband material (including Narcotics, Weapons, Explosives etc) is found in any item by ANF / any other agency during scanning / security checking / Custom Clearance, after it has been handed over to FOCUS, FOCUS shall be legally bound to hand-over the shipment to ANF / other agency. After all the process, written receipt shall be obtained for record and copy of same shall be handed over to PPOD.
- 5.7 In above scenario, FOCUS is not liable to refund the charges / return the material to PPOD / Shipper.

ARTICLE 6: TRACK & TRACE SYSTEM

- 6.1 FOCUS will ensure seamless integration with Pakistan Post IT Network (and with the clients of Pakistan Post if required) and will provide end to end real-time tracking of PPOD mail on PPOD website integrating their system with that of PPOD using Pakistan Post unique Item Identifier or the barcode as agreed with Pakistan Post.
- 6.2 Quality of Service Standard will be gauged comparing the actual performance of service provided against the standards claimed by FOCUS for each destination
- 6.3 FOCUS is required to provide after sale service that includes a systematic arrangement for resolution of discrepancies and replies to inquiries both on collective and individual (item-based) information. Integration with the Call Center of Pakistan Post will also be done to respond to the queries of customers relating to EMS-Plus Service.

ARTICLE 7: LIABILITY

- 7.1 FOCUS shall be responsible and liable for any loss, pilferage or damage to mail or its contents, if such loss pilferage or damage occurs whilst the mail was in its custody. In the event of such loss, pilferage or damage, they shall be liable to pay to PPOD, as per following details:
- i) Maximum claim against any lost or damage shipment, is restricted to maximum 100 USD or the declared value, whichever is less.
 - ii) The claim policy for the shipments moved through FOCUS and could not be reached to the consignee and lost in travel.
 - iii) Booking of shipments be made as per SOPs of FOCUS & the customer must be informed clearly about the claim policy in case of eventualities.



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iv) To process claim all of the following items must be provided:

- A copy of the air waybill.
- Documentation supporting the amount claimed e.g., a vendor/supplier invoice and a retail invoice.
- If the item was purchased or sold via the internet, documentation of that transaction is required.
- Photographs of the damaged item(s) and packaging (please include both inner and outer packaging).

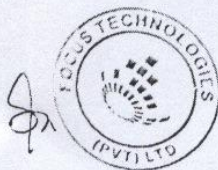
- 7.2 The current maximum liability as mentioned above does not include cases where compensation is ordered by the Court of Law or Wafaqi Mohtasib (OMBUDSMAN). The liability of **FOCUS** in such cases shall be equal to the amount of compensation ordered for payment by the Court of Law or the Wafaqi Mohtasib (OMBUDSMAN), as the case may be.
- 7.3 In cases, where the compensation has been awarded by the Court of Law or the Wafaqi Mohtasib (OMBUDSMAN), the amount of compensation shall be accepted by **FOCUS** on the production of the orders of the Court or Wafaqi Mohtasib (OMBUDSMAN), as the case may be.
- 7.4 **PPOD** shall refer the claim for lost / damaged dispatches in the custody of **FOCUS** immediately but not later than 21 days of the date of occurrence.
- 7.5 **FOCUS** shall settle such claims within 60 days of receipt of the claims and the payment of such claim shall be made through cheque to **PPOD**.
- 7.6 In the event of failure to settle the claim as stated above, **PPOD** shall deduct the amount of such claims from the billing invoices of **FOCUS**.
- 7.7 **FOCUS** may take up their justified claims against deductions made by **PPOD** with the Addl. Director General (Operations) Pakistan Post, Islamabad.

ARTICLE 8: RATES AND VALIDITY

- 8.1 The offered rates will be effective for three years period. If there is an extension in the contract, new rate will be decided with mutual consent of the Parties.
- 8.2 General Sales Tax (GST) would be charged as per the applicable General Sales Tax Act.
- 8.3 **FOCUS** has quoted lowest rates for (18 documents +60 merchandise) destinations. List of countries and rates are at Annex-A
- 8.4 Fuel Surcharge (FSC) shall be charged at the applicable rate calculated from the US Gulf Coast (USGC) Kerosene type Jet fuel rate as notified by the US Energy Information Administration (EIA), two weeks prior to the 1st (first) Monday of the billing month.

ARTICLE 9: CHARGEABLE WEIGHT

Actual weight or volumetric weight, whichever is **Higher** shall be charged. The standard formula applicable for volumetric weight calculation shall be = $(L \times W \times H) / 5,000$.



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ARTICLE 10: SETTLEMENT OF ACCOUNTS

- 10.1 The invoice will be submitted at the 1st of each month to the respective Postmaster General who will verify the transactions done as claimed in the invoice from the portal extended to him by **FOCUS** for MIS and from Cash Accounts of concerned GPOs (if needed). The payment will be made within 30 days of the receipt of the invoices duly supported by required documents.
- 10.2 The concerned Postmaster General will designate a focal person preferably, a gazetted officer who will process claims in his / her own office file and with his / her verification send it to Postmaster General for approval and will issue sanction within stipulated time..
- 10.3 The payments to **FOCUS** shall be subject to taxes to be deducted at source, if Tax Exemption Certificate is not provided in advance. The payment of accounts will normally be made by cheque in favour of **FOCUS** and provide proper payment advice mentioning tax deductions and invoice allocation details.
- 10.4 The rates have been quoted in US Dollars but the payment of accounts will be made in Pak Rupees (At the time of submission of invoice, GST would be added on prevalent rate). If government changes rates of GST, it is to be invoiced accordingly. The rate of US Dollar will be taken from the SBP website on 1st day of each month of billing.
- 10.5 **Fuel Surcharge:** The surcharge applicable in each month will be determined based on the U.S. Gulf Coast (USGC) price for kerosene type jet fuel reported by the U.S. Energy Information Administration (EIA) two weeks prior to the first Monday of each month, rounded to the nearest cent.
- 10.6 **FOCUS** may take up their justified claims against deductions made by **PPOD** with the Additional Director General (Operations), Pakistan Post, Islamabad.
- 10.7 In case of any correction or clarification required, **PPOD** shall advise **FOCUS** within 7 days of invoice submission date in writing to the designated person. In case of any claim, the disputed amount may be settled up to 75% of invoice value of disputed article, pending final settlement / adjustment within stipulated time.
- 10.8 In case payment is not made to **FOCUS** within 30 days from submission of the invoice, **FOCUS** shall inform **PPOD** regarding non-payment / delayed payment. If still no payment is released till 60 days, **FOCUS** shall have the right to stop services on credit.

ARTICLE 11: CUSTOMS CLEARANCE

- 11.1 Pakistan Post shall be responsible for handing over the Mail items with all required documents for Customs Clearance etc.
- 11.2 **FOCUS** shall ensure expedited customs and security clearance and shall be obliged to examine mail items at the time of handover for any discrepancy for customs clearance, security and transportation.

The tariff does not include customs duty, taxes or any other consequential charges arising from **PPOD's** shipments. The consignee shall pay any customs duties, taxes or other charges incurred at the destination. These additional charges shall be charged to **PPOD** in the invoice for the month, giving details of the additional charges. **FOCUS** has the right to collect the above mentioned additional charges directly from the Recipient in order to avoid delays in delivery.



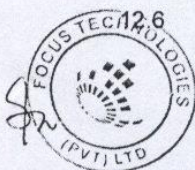
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- 11.4 In case of any additional document required by Customs at the time of clearance (Origin / Destination), PPOD shall be responsible to provide the same within 24 working hours.
- 11.5 Shipments which cross national borders may have to be cleared through Customs in the destination country prior to delivery to the Recipient. Where FOCUS provides customs clearance, FOCUS shall on request of Customs provide to Customs all data necessary for clearance, as provided by the Sender. The Sender shall be responsible for making sure that the goods shipped are acceptable for entry into the destination country. All Charges for shipment to and return from countries where entry is not permitted are the Sender's responsibility. FOCUS may in some instances, at its sole discretion, accept instructions from the Recipient to use a designated customs broker other than FOCUS or the broker designated by the Shipper. In any event, FOCUS reserves the right to clear the Shipment, if the broker cannot be determined or shall not perform clearance or if accurate and complete broker information is not provided (including but not limited to name, address, phone number and postal code).
- 11.6 It is the Sender's responsibility to ensure that all necessary documentation in addition to the Air Way bill is provided and accurately completed in compliance with all applicable laws, rules and regulations, including, but not limited to customs laws, import and export laws and government regulations of any country to, from, through or over which the Shipment may be carried.
- 11.7 FOCUS reserves the right to assess extra Charges for Customs Clearance or for services ancillary to the Customs Clearance of Shipments ("Ancillary Clearance Service Fees") from the Recipient. FOCUS shall contact the Recipient on the contact number given on the shipment documents regarding Ancillary Clearance Service Fees. In case of no contact with the Recipient, FOCUS shall contact the concerned PPOD IMO. In case of no response from PPOD IMO, the Shipment shall be considered abandoned. FOCUS shall assume no responsibility for Shipments abandoned in Customs and such Shipments shall be considered undeliverable. FOCUS shall charge PPOD for all charges incurred on such Shipments.

ARTICLE 12: PROCESSING & DELIVERY OF MAIL

- 12.1 All services provided by FOCUS shall be in accordance with and subject to FOCUS Terms and Conditions of Carriage as stated on the reverse of the FOCUS Airway bill.
- 12.2 In case shipment are held by authorities at origin or destination due to any reason, FOCUS shall not be responsible.
- 12.3 Provided transit time is FOCUS standard, it may vary from city to city and is subject to no exception & customs delay at both origin/destination.
- 12.4 Any shipment received after same day cut off, shall only be connected on following day with 1 business day addition in the existing transit time.
- 12.5 FOCUS reserves the right to route a Shipment in any way it deems appropriate. There should not be any stoppages on route, which are agreed upon at the time of tender of the Shipment. Some Shipments may be consolidated or forwarded by FOCUS for transportation on third party vehicle, third party air carriers, or on either a charter or an interline basis as FOCUS may determine in its sole discretion.

At its sole discretion, FOCUS may refuse to pick up or deliver a Shipment, in such case FOCUS shall use alternative pickup or delivery arrangements, to maintain the safety of its employees and in cases in which FOCUS believes that its services may be used in violation of any applicable laws, regulations or rules.



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12.7

FOCUS may deliver to the Recipient at the address mentioned on the Air Way bill, or to someone other than the person or entity named on the Air Way bill having apparent authority to accept the Shipment in the name and on behalf of the Recipient. Shipment addresses should always include the complete address of the Recipient and its telephone or fax number.

The Shipper recognizes and explicitly accepts that in certain destination countries, the delivery may be made to a third party or to a letterbox or any other place accessible to the Recipient. (Post office box addresses may be used for certain international locations but must include a valid telephone, fax or telex number on the (Air) Waybill.

12.8

An undeliverable shipment is one that cannot be delivered for reasons that include, but are not limited to, any of the following: (i) the Recipient's address is incomplete, illegible, incorrect or cannot be located, (ii) the shipment was addressed to an area not served by **FOCUS**, (iii) the Recipient's place of business is closed (iv) delivery is impossible because of the unavailability or refusal of an appropriate person to accept delivery or sign for delivery of the Shipment on the initial delivery attempt or reattempts, (v) the Shipment is unable to clear customs, (vi) the Shipment would likely cause damage or delay to other Shipments or property, or injury to persons, (vii) the Shipment contains prohibited items, (viii) the Recipient is unable or refuses to pay for a Bill Recipient Shipment, (ix) the Shipment was improperly packaged or (x) the Shipment's contents or packaging are damaged to the extent that re-wrapping is not possible

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ARTICLE 13: SECRECY OF THE AGREEMENT

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ARTICLE 15: AMENDMENT

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This Agreement shall be open for renegotiation by the Parties, and the resultant amendments.



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- 15.3. The amendment or modification shall form an integral part of this Agreement and shall enter into force in the like manner as provided in Article 17.1 of this Agreement.

ARTICLE 16: GOVERNING LAW, JURISDICTION AND SETTLEMENT OF DISPUTES

- 16.1. This Agreement shall be governed by the laws of Pakistan. The courts of Pakistan shall have exclusive jurisdiction concerning all matters in relation to or arising from this Agreement.
- 16.2. All differences and disputes arising from or concerning with the application or the interpretation of this Agreement shall be amicably settled through negotiations between the Parties. In case of the failure of such negotiations, either Party may refer the dispute for arbitration under the Arbitration Act, 1940. The arbitration proceedings shall be held at Islamabad in English. The award shall be final and binding on the Parties.

ARTICLE 17: ENTRY INTO FORCE, DURATION AND TERMINATION

- 17.1. This Agreement shall enter into force on the date of signature and shall take effect from 5th April, 2022.
- 17.2. **FOCUS** shall execute the Agreement with **PPOD** initially for a period of 03 (three) Years from the date of commencement. The term of the agreement can be extended on an annual basis for further two years with mutual consent of the Parties.
- 17.3. Extension Criteria would be performance of **FOCUS**, meeting Quality of service Standards and after-sale service.
- 17.4. Either Party may terminate this Agreement at any time by giving a notice of thirty (30) days to the other Party of its intention to terminate this Agreement.
- 17.5. All actions taken and remaining incomplete or issues remaining unsettled during the validity of this Agreement shall continue to be governed by its provisions till their completion or settlement, unless the Parties agree otherwise.
- 17.6. In Witness Whereof, duly appointed representatives of the Parties have signed this Agreement at Islamabad on _____ day of 2022 in two originals in English language.

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For & on Behalf of

The President of the Islamic Republic of Pakistan through
Pakistan Post Office Department (PPOD).

ADDRESS: Directorate General PPOD
Islamabad - 44000.
Phone: +92-51-9260103
Fax: +92-51-9260257
E-mail: dips@pakpost.gov.pk

Signed for and on behalf of **PAKISTAN POST OFFICE DEPARTMENT**

Name: Farhan Ali Mirza
Title: Director (IPS)
Address: Dte. General Pakistan Post G-8/4, Islamabad
Phone: 051- 9260103
Fax: _____
Email: farhanalimirza74@gmail.com

Farhan
5-04-2022
SIGNATURE

Signed for and on behalf of **FOCUS TECHNOLOGIES (PVT) LTD**

Name: **NADEEM SHERWANI**
Title: Chief Executive Officer
Address: Office 1-2, 2nd Floor, Block C, Midcity Apartments
Service Road West, Islamabad Expressway, Islamabad
Phone: 051 4578230
Fax: 051 4578230
Email: info@focustechpvt.com

SIGNATURE

