



MOHAMMAD UMER STAMP VENDOR
Licence # 14 Shop # 114, New Ruby Centre,
Talpur Road, Boulton Market, Karachi

SR. NO..... DATE.....

ISSUED TO WITH ADDRESS MR..... GHULAM HABIB (Advocate)

THROUGH WITH ADDRESS MR..... KBA No: 63

PURPOSE.....

VALUE RS..... ATTACHED.....

STAMP VENDOR SIGNATURE.....
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)
Vendor Not Responsible For Fake Documents

23 DEC 2021

(RUPEES TWO HUNDRED ONLY)

SERVICE AGREEMENT

This Service Agreement is entered into on 18th MAY 2021 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.

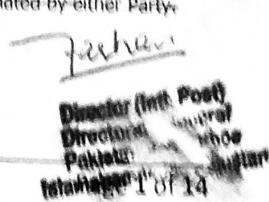
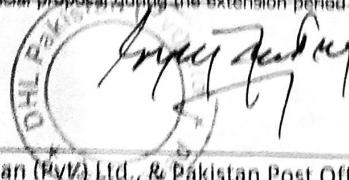
WHEREAS, DHL is known for its worldwide services and expertise in the express courier business and it hereby agrees to provide International Courier Services to Pakistan Post subject to terms and conditions set out under this Agreement.

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.



2. This Agreement shall not be interpreted or construed 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")



- 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 PPOD 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/Shipment 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/Shipment 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/Shipment 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.



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 PPOD team. Written receipt of the contraband shipment shall be obtained for record and a copy of the same shall be handed over to PPOD.
39. With reference to clause no 36. If ANF/ Law enforcement agencies, demand details of booking person(s) or CCTV photages 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.

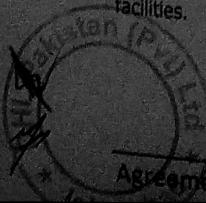
46. **For Project base Bulk Mail/Shipment(s):** DHL will provide an SMS facility. SMS to be generated on consignee's mobile number (in case of home delivery) whereas applicant's/consignee's correct information about mobile No. and email I.D. etc., will be provided by Pakistan post (on behalf of the shipper).

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.



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 IDs. 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 CUSTODY: THE ARBITRATION AGREEMENT OTHERWISE PROVIDES, PREVAIL.

It shall be the prime duty of DHL to account for all consignments collected by it from Pakistan Post / Shipper.

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.

Fazhan
Director (Intl. Post)
Directorate General
Post Office
Islamabad
Pakistan

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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

- 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.

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

Fazhan

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

Director (Intl Post)
Directorate General
Pakistan Post
Islamabad

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

Witness KASHIF AIZ
Mr. KASHIF AIZ
Designation WIC
Islamabad.
Contact No: 051 9160707

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

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

Witness
Khawaja Danish 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