

ZEESHAN STAMP VENDOR

Licence No. 144, Shop No. A-6 Block-17 Ruti Heights
Phase-I, Gulistan-e-Johar, Karachi

94164

06 APR 2022

RUPEES ONE HUNDRED ONLY

Buyer's Name.....
Through Birth Address.....
For Person.....
Mobile No.....
Stamp Vendor's Signature.....
Buyer's Signature.....

ZAHID MEHMOOD
Advocate High Court
Reg. No. 4494, Karachi

AGREEMENT FOR LOGISTICS, TRANSPORT AND DELIVERY OF PAKISTAN POST INTERNATIONAL MAIL BETWEEN "PAKISTAN POST OFFICE DEPARTMENT" AND "M/S GERRY'S INTERNATIONAL PVT LTD LICENSEE OF FEDERAL EXPRESS CORPORATION"

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 GERRY'S INTERNATIONAL PVT LTD LICENSEE OF FEDERAL EXPRESS CORPORATION"

(hereinafter referred to as "M/S Gerry's International Pvt Ltd") registered under the Pakistani laws with its Head Office at 43,-1-E Razi Road, Block-6, 43rd Street, PECHS, Karachi, Pakistan and Branch Offices at M/s FedEx, Block 11, I&T Center, Aabpara Market, G-6-1/I, Islamabad, Pakistan (The PPOD and the "M/S GERRY'S INTERNATIONAL PVT LTD") 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 "M/S GERRY'S INTERNATIONAL PVT LTD") for transportation and world-wide delivery of "Pakistan Post International Mail" and "M/S GERRY'S INTERNATIONAL PVT LTD") is willing to provide services to PPOD for transportation and world-wide delivery of "Pakistan Post International Mail", And Whereas, ("M/S GERRY'S INTERNATIONAL PVT LTD") shall provide its network for the same. The Parties have agreed as follows:-

ARTICLE 1: DISPATCH ARRANGEMENTS

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.

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.



- 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 desire 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.
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



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.

"**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 though "**M/S GERRY'S INTERNATIONAL PVT LTD**" and could not 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.
- 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.
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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.



- 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 the 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 of Lading, (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).



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

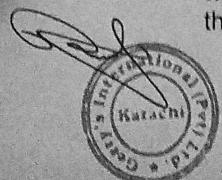
- 15.1. This Agreement may be amended or modified at any time through mutual written consent of the Parties. The Party wishing to amend or modify this Agreement shall give the other Party an advance written notice of not less than **30 days**.
- 15.2. This Agreement shall be open for renegotiation by 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.
- 17.4. 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.



- 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

Farhan
 Director (Int'l. 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: _____

