

## Annexure B

### Agreement between the Department of Posts and (Name of e-market Player) for providing International Mail Services under the e-Marketplace Model

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This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ between the President of India acting through the Department of Posts (DoP) (hereinafter called the '**First Party**' on the one part) represented by its ..... and having an office at ..... (address)

AND

<**Name of e-marketplace /e-commerce platform** > having an office at <registered address > hereinafter called "**Second Party**" (which expression shall unless excluded by or repugnant to the subject or context, including its legal representative, successor, and permitted assigns) represented by its ----- and having the address at -----.

#### 1. Background

1.1 This Agreement shall come into force from the \_\_\_\_\_ day of \_\_\_\_\_ and shall continue to be in force for a period of two years. The validity of the agreement can be extended by both Parties with mutual consent for two years at a time.

1.2 The arrangements covered by this contract shall be liable to be terminated by either Party without assigning any reasons thereof at any time giving **three month's** notice in writing to the other Party.

1.3 E-platform is any person or company that owns, operates, or manages any digital platform to facilitate international shipment which includes e-marketplaces and aggregators.

1.4 E-Commerce Operator or e-marketplace is any person or company who owns, operates, or manages any digital or electronic facility or platform to connect seller and buyer for facilitating global e-commerce.

1.5 The seller/individual/company registered on the e-platform for the shipment of their items across the globe is herein referred to as the sender of the article.

1.6 Only the advance payment facility shall be available for the customers under this Agreement.

1.7 Articles shall be booked by using the Application Programming Interface (API) integration with Dak Ghar Niryat Kendra (DNK) portal.

#### 2. Roles and Responsibilities of First Party

- 2.1 To intimate the Second Party about the specifications of packing and sealing of International Mail Services to be followed by Second Party or its registered sender.
- 2.2 To provide to the Second Party or its registered sender, the facility of induction, transmission & delivery to such international mail articles which are presented by the Second Party or its registered sender as per the terms, conditions, and standards defined by the Department of Posts.
- 2.3 To inform the list of offices at which the booked article may be inducted.
- 2.4 To arrange for the return of undelivered international mail to the sender as per extant rules of the DoP.
- 2.5 In case of any damage/loss in transit, the liability of international mail products is limited to the provisions as per the prevalent instructions issued by the Department of Posts from time to time. In case of the refund of postage is made as per the applicable rules of DoP, the discount availed by the Second Party (if any) for booking of that article shall be adjusted against the refund.
- 2.6 To issue/raise the international mail charges statement by the 7<sup>th</sup> of every month in respect of all International articles booked by the Second Party or sender in the preceding month. The periodicity may be modified with the consent of the second party based on business requirements and technical feasibility.
- 2.7 The First Party shall not be responsible for the quality/content of the product being sent by the Second Party or its registered sender.
- 2.8 To notify the suspension/restoration of services through its website, as applicable.
- 2.9 To provide tracking of international mail services as applicable.
- 2.10 The first party is not liable for any delay /export cancellation/detention of the article by the act of Customs (India/abroad) and other Law Enforcement Agencies.
- 2.11 To provide the technical documents for API integration.
- 2.12 To provide credentials of CRM Portal for lodging complaints.
- 2.13 To provide applicable discount to the Second Party only, if any, as per the rules prescribed by DOP on the subject from time to time.

### **3. Roles and Responsibilities of Second Party**

3.1 After studying the technical document for API integration, the Second Party Shall integrate and build functionality in its own system.

3.2 To safeguard that its registered sender shall prepare, pack, affix label and attach required documents for the international mail products as prescribed by the DoP. The contents, shape, and size of the articles shall be according to the provisions and conditions prescribed by the DoP. The Second Party to update the specifications on its web portal.

3.3 To ensure that no article or contents thereof which are prohibited for transmission by post as per the instructions issued by the Department of Posts are presented for booking by Second Party or registered sender.

3.4 To safeguard that no article or contents thereof, which are prohibited by the destination country for import or by India for export shall be booked. Transmission of restricted items would only be permissible for authorized items accompanied with supporting documents as applicable in the rules of DoP.

3.5 To safeguard that no dangerous article is presented for booking by Second Party or its registered sender.

3.6 Responsibility regarding contents, declaration, packaging, provision of required information/documents, etc; as notified by DoP from time to time, shall lie with the Second Party or its registered sender.

3.7 To ensure that Second Party or its registered sender shall furnish correct documents/records, which may be prescribed by DoP to enable it to book, transmit and deliver the articles expeditiously.

3.8 To ensure that article is presented along with required forms/documents/ certificates in accordance with the provisions of Customs and Convention & Regulation of the Universal Postal Union (UPU) by the Second Party or its registered sender.

3.9 The Second Party will undertake insurance for the services for which insurance is necessary as per DoP's rules.

3.10 The Second Party or its registered sender shall abide by all rules and orders etc. brought out by DoP from time to time on the subject.

3.11 The Second Party shall be responsible for the genuineness of Know Your Customer (KYC) documents provided by the second party or its registered sender.

3.12 The applicable Return Charges need to be paid to the Postman by the sender at the address mentioned on the label generated through the DNK portal, as return charges are not part of the billing/charges statement.

3.13 The postage shall be deducted from the Advance Deposit account of the Second Party at the time of induction of the articles at the booking post office.

3.14 The accounting and settlement of bills of the registered sender will be done with the Second Party only.

3.15 To ensure sufficient balance in their account for booking prescribed by DoP based on the laid down criteria. The Second Party is to deposit a minimum of 10000 per product as advance payment while opening an account and subsequent deposits in the multiple of Rs 1000 thereafter.

3.16 To ensure timely compliance with customs queries related to the articles booked by the Second Party or its registered sender.

3.17 The grievances of the registered sender are to be lodged in CRM Portal through the Second Party and compensation if any will be settled with the Second Party.

3.18 The second party shall understand that any violation related to the above clauses may lead to the termination of services with immediate effect & is subject to action as per extant rules & regulations.

3.19 The Second party shall display the list of offices at which booked articles will be inducted.

3.20 To pay the Customs duty levied by Indian Customs on export items (if any).

3.21 The Second party is to pass on the refund on postage/compensation as per DOP rules to its registered sender.

3.22 The Second Party will display international mail products of DOP used by exporters which includes Foreign parcels, Registered small Packets, international speed post(EMS), and ITPS to its registered sender.

#### **4. General Terms and Conditions**

4.1 Incorporation of Integrity Pact by reference: The parties hereto agree to be bound by the terms of the Integrity Pact prescribed under the rules available at First Party's website, Indian Post Office Rules 1933, as amended from time to time, and Indian Post Office Act 1898, the terms whereof are known to the parties hereto and deemed to be incorporated by reference in this Agreement as part thereof.

4.2 In case of any legal implications, the same should be dealt with only in the jurisdiction of the office where the Agreement is signed.

4.2.1 During the Term and afterward, each Party shall keep the other Party's commercially sensitive information strictly confidential except as required by law / operational requirements /on written consent of the other Party.

4.2.2 Notwithstanding anything to the contrary set forth herein, both Parties may release Confidential Information (a) that is requested by any Central, State, or Local Governmental body in the proper exercise of its oversight, judicial, or investigatory jurisdiction, or (b) that is required to be disclosed by law.

4.2.3 DoP shall exchange the data electronically with designated operators of destination or transit and the airlines for Operational and Customs purposes as mandated under the relevant Acts of the respective countries and UPU Acts. The data and uploaded documents along with KYC shall be shared electronically with Indian Customs, as required.

#### **4.3 Dispute Settlement and Arbitration:**

4.3.1 In the event of any dispute or difference between the Parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible,

then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Posts on the recommendation of the Secretary Department of Legal Affairs ("Law Secretary"), Government of India. The provision of the Arbitration and Conciliation Act 1996 (No. 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on both parties. The cost of the arbitration shall be shared by the parties to the Agreement.

4.3.2 Pending the submission of and/or decision on a dispute, difference, or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to final adjustment in accordance with such award.

4.2.3 DoP will not take any responsibility with respect to disputes between the e-Commerce platform (Second Party) and its registered sender.

#### **4.4 Force Majeure:**

4.4.1 Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labour disturbances, acts of God or acts, epidemic, laws or acts of any federal /provincial/local government (either India/related country) affecting the exchange of goods/services/conducts of parties including import/export /immigration restrictions etc. omissions or delays in acting by any governmental authority or the other Party. In the event of a force majeure that persists for thirty (30) days or more, then either Party may terminate this Agreement upon seven days advance written notice to the other Party.

4.5 Nothing in this Agreement creates any obligation on either Party to promote and advertise, whether jointly or individually, the shipping platform and the shipping services.

4.6 Each Party warrants that the data, databases and their hosting, the electronic transmission of data, the equipment used for the electronic exchange and the storing of the data, the electronic network supporting the exchange of data, and the connection to it or interconnection to another network are secure in order to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks, and to ensure the authenticity and integrity of the data, to the extent practicable in accordance with international security standards.

4.7 In the case that the Receiving Party of data has detailed insights that Data, which were handed over by the Sending Party, are affected by the Data Security Breach, the Receiving Party shall provide the Sending Party sufficient information about the Data Security Breach and steps and actions it is taking to remedy the Data Security Breach, mitigate any risk arising out of it and prevent it's recurring, in order for the other Party to assess the severity of the Data Security Breach, the risk posed to Data Subjects, the appropriateness of the steps being taken to remedy the Data Security Breach, mitigate any risk arising out of it and prevent it's recurring and the likelihood of any further Data Security Breaches.

4.8 Amendments - This Agreement may be amended by the Department of Posts at any time by serving a notice to the second party three months in advance.

4.9 Indemnity - In case of loss/damage of any item of registered sender, the first party will pay the compensation to the second party as specified by the department from time to time.

IN WITNESS WHEREOF the authorized representative of the parties hereto set their hands and seals upon the date and year above written:

**For and on behalf of the President of India:**

**Signature:**

**Name:**

**Designation:**

**Address**

**Place:**

**Date:**

**Witness:**

**Signature:**

**Name:**

**Designation:**

**Address**

**For Second Party:**

**Signature:**

**Name:**

**Designation:**

**Address-**

**Place:**

**Date:**

**Witness:**

**Signature:**

**Name:**

**Designation:**

**Address**