

**AGREEMENT¹ BETWEEN THE GOVERNMENT
OF INDIA AND THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BANGLADESH
RELATING TO POSTAL PARCELS**

New Delhi, 23 July 1976

Dacca, 29 July 1976

The Government of INDIA

AND

The Government of the People's Republic of BANGLADESH,

DESIROUS of establishing an exchange of postal parcels between
the Postal Administration of India and Bangladesh,

HAVE AGREED as follows :

Article 1

EXCHANGE OF PARCELS

There shall be a regular exchange of parcels between the Postal Administration of India and the Postal Administration of Bangladesh. The Exchange of parcels between the two countries shall be performed exclusively through the office of exchange constituted for the purpose. The term "parcels" shall also include "air parcels".

Article 2

GENERAL CONDITIONS FOR EXCHANGE OF PARCELS

1. A parcel shall not exceed 10 kilograms in weight. The length should not exceed 1.05 metres. The sum of the length and the greatest circumference measured in a direction other than that of the length should not exceed 2 metres.

A parcel should have a surface measuring not less than 90 mm x 140 mm.

1. Came into force on 1 August 1976.

2. As regards the exact calculations of the weight and dimensions of a parcel, the views of the despatching Administration shall be accepted except in the case of an obvious error.
3. Each Postal Administration shall communicate to the other the regulations relating to the charges for booking of parcels in its Administration for delivery in the other and the amendments made thereto from time to time.
4. The prepayment of postage and other charges on a parcel shall be compulsory.

Article 3
CUSTOMS CHARGES

The parcels are subject to all customs and other Import and Exchange Control Regulations of both the countries in force from time to time. The country of destination is entitled to charge a sum not exceeding six gold francs as customs clearance fee for each parcel irrespective of whether any customs duty is levied or not.

Article 4
PROHIBITIONS

Postal Parcels must not contain any letter, note or document having the character of current and personal correspondence, as well as correspondence of any kind exchanged between persons other than the sender and the addressee or persons living with them. It is however, permissible to enclose in a parcel one of the following documents, namely, invoice list or notice of despatch, delivery voucher, in an open cover confined to the particulars of and relating exclusively to the goods conveyed.

2. It is also prohibited to enclose in a postal parcel :
 - (a) articles which, by their nature of packing, may expose the postal employees to danger or may soil or damage other parcels;
 - (b) explosives, inflammable, dangerous, filthy, noxious or deleterious substances (including loaded metal caps, live cartridges, matches and sharp instruments not properly protected);
 - (c) live animals (except bees which must be enclosed in boxes so constructed as to avoid all danger to postal officials and to allow the contents to be ascertained);

- (d) articles of which the importation or circulation is prohibited by law or by the customs or other regulations;
 - (e) articles of an obscene, immoral, seditious, scurrilous, threatening or grossly offensive nature; and
 - (f) opium, morphine, cocaine leaf, hemp and other narcotics.
3. It is moreover prohibited to send coin, bank notes, currency notes, any kind of securities payable to bearer, platinum, gold or silver, whether manufactured or unmanufactured precious stones, or other precious articles except in insured parcels.
 4. A parcel which has been wrongly admitted shall be returned to the country of origin, unless the Postal Administration of the country of destination is authorised by its internal regulations to dispose it off otherwise. Nevertheless the fact that a parcel contains a letter or communication which constitutes current and personal correspondence shall not, in any case, entail its return to the country of origin.
 5. Parcels containing the articles referred to in subparas 2(b), (d), (e) and (f) of this Article shall in no circumstances be forwarded to their destination, delivered to the addressee or returned to origin, these articles shall be disposed of by the Postal Administration which has found them in the mails in accordance with its own internal regulations.
 6. If a parcel wrongly admitted is neither returned to the originating administration nor delivered to the addressee, the Postal Administration of the country of origin shall be informed in precise manner of the treatment accorded to the parcel.
 7. In case any parcel contains both prohibited and unprohibited articles, the unprohibited and unconfiscated contents are deliverable to the addressee. These contents will be repacked in their original wrapper after enclosing therein a copy of the inventory of the articles, a copy being forwarded to the exchange office of origin. The office of exchange concerned, shall in its turn, pass on such parcels to the offices of delivery in the normal course.

Article 5

ADVICE OF DELIVERY

The sender may obtain an advice of delivery of acknowledgement of delivery for a parcel under the conditions prescribed for correspondence by the Universal Postal Union Convention.

Article 6

REDIRECTION

1. A parcel may be redirected within the country of destination only when the addressee or his agent or the sender gives written instruction in the matter. The Postal Administration of the country of destination may collect the redirection charge prescribed by its internal regulations.
2. Similarly, a parcel may be redirected from one of the two countries to a third country provided that the parcel complies with the conditions required for its further conveyance and provided as a rule that the rates and air surcharge, if any, entailed in the further transmission are prepaid at the time of redirection. The charges and fees which the former country of destination does not agree to cancel and which are not paid by the addressee or his agent shall be realised from the addressee in the new country of destination in case of redirection and from the sender in case of return to originating administration.

Article 7

MISSENT PARCELS

Parcels received out of course as a result of an error on the part of the sender or the despatching administration shall be reforwarded to its proper destination in accordance with the provisions of Article 32 of the Universal Postal Union Parcel Post Agreement read with Article 114, paras 1 & 2 of the detailed Regulations of the said Agreement.

Article 8

NON-DELIVERY

1. The sender may, at the time of posting, indicate the treatment to be accorded to his parcel, in the event of its non-delivery, by availing only one of the following alternatives which should be written on the parcel itself :
 - (i) an advice of non-delivery may be sent to him by surface or air mail;
 - (ii) an advice of non-delivery may be sent to a third party residing in the country of destination by surface or air mail;
 - (ii) the parcel may be returned to him by air or surface;
 - (iv) the parcel may be returned to him by surface or air at the end of a given period which may not exceed the regulations period of retention in the country of destination;

- (v) the parcel may be delivered to an alternative addressee within the country of destination, if necessary, after redirection by surface or air;
 - (vi) the parcel may be redirected by surface or air to the original addressee;
 - (vii) the parcel may be treated as abandoned.
2. In the absence of such a request by the sender a parcel which cannot be delivered shall be returned to the sender without previous notification and at his expense after retention for the period prescribed by the regulations of the Postal Administration of the country of destination, Nevertheless a parcel which is definitely refused by the addressee shall be returned immediately.
3. The charges due on returned undelivered parcels shall be recovered in accordance with the provisions of Article 25.

Article 9

CANCELLATION OF CUSTOMS CHARGES

Both Administration shall undertake to seek from the competent authorities in their respective countries cancellation of the fees (including customs duty) in case of a parcel :

- (a) returned to origin;
- (b) redirected to other country;
- (c) abandoned by the sender;
- (d) lost in other service or destroyed because of total damage of the contents.
- (e) rifled or damaged in their service. In these cases cancellation of fees shall be requested only to the value of missing contents or the depreciation suffered by the contents.

Article 10

SALE OR DESTRUCTION

Articles of which the early deterioration or decay is to be expected, and these only, may be sold immediately even when in transit on the outward or return journey, without previous notice or legal formality. If for any reason a sale is impossible the spoilt or decayed article shall be destroyed.

Article 11

ABANDONED PARCELS

Parcels which cannot be delivered to the addressees and which the senders have abandoned shall not be returned by the Postal Administration of the country of destination but shall be treated in accordance with its internal rules and regulations.

Article 12

ENQUIRIES

1. A fee not exceeding internal rate may be charged for every enquiry concerning a parcel. No fee shall be charged if the sender has already paid the special fee for an advice of delivery.
2. Enquiries shall be admitted only within the period of one year from the day following the date of posting.
3. When an enquiry is the outcome of an irregularity in the Postal Service, the enquiry fee shall be refunded.

Article 13

INSURED PARCELS - RATES AND CONDITIONS

1. Parcels may be insured upto a limit of 1000 gold francs as defined in the Universal Postal Convention or such other limit as may be agreed upon.
2. An insurance fee, as fixed by the Postal Administration of the country of origin, shall be charged.
3. The Postal Administration of origin shall have the right to collect from the sender of an insured parcel a despatch fee (posting fee) in addition to other charges.

Article 14

FRAUDULENT INSURANCE

1. The insured value may not exceed the actual value of the contents of the parcel and the packing, but it is permitted to insure only part of this value.
2. The fraudulent insurance of a parcel for a sum exceeding the actual value shall be liable to legal proceedings prescribed by the legislation of the country of origin.

Article 15

RESPONSIBILITY FOR LOSS OR DAMAGE

1. Except in the cases mentioned in Article 16, the two Postal Administrations shall be responsible for the loss of parcels and for the loss, damage or abstraction of their contents or of a part thereof. The sender is entitled under this head to compensation corresponding to the actual amount of loss, damage or abstraction. For uninsured parcels, the compensation shall not exceed the amount fixed by internal regulations of the Administration of origin subject to a maximum of the following rates :

15 francs per parcel upto 1 kg.

40 francs per parcel above 1 upto 5 kg.

60 francs per parcel above 5 upto 10 kg.

For an insured parcel the amount of compensation shall not exceed the amount for which it was insured.

2. Compensation shall be paid to the addressee when he claims it, either after making reservation when accepting delivery of a pilfered or damaged parcel or if he proves that the sender has waived his rights in his favour. In calculating the amount of compensation indirect loss or loss of profits shall not be taken into consideration.
3. Compensation shall be calculated in accordance with the current price of goods of the same nature at the place and time at which the goods were accepted for transmission.
4. Where compensation is due for the loss, destruction or complete damage of a parcel or for the abstraction of the whole of the contents, the sender is entitled to the return of the charges and fees which have been paid with the exception of the insurance fees. When the loss, total abstraction or total damage results from a cause beyond control not giving rise to the payment of compensation the sender is entitled not only to the return of the land, sea, air charges for that part of the journey which has not been performed by the parcel but also to the charges, whatever their nature, which relate to a service paid for in advance but not rendered.
5. In all cases the insurance fee and the despatch (posting) fee if any shall be retained by the Postal Administration concerned.

Article 16

EXCEPTION TO THE PRINCIPLE OF RESPONSIBILITY

The two Postal Administrations shall be relieved of all responsibilities for the loss or theft from or damage to parcels :

- (a) in circumstances beyond control (force majeure)
- (b) when their responsibility not having been proved otherwise, they are unable to account for parcels in consequence of the destruction of official documents through a cause beyond control (force majeure);
- (c) when the damage has been caused by fault or negligence of the sender or when it arises from the nature of the contents of the parcel;
- (d) when the contents fall within the prohibitions specified in Article 4, in so far as these parcels have been confiscated or destroyed by the Postal Administration on account of their contents;
- (e) when parcels have been fraudulently insured for a sum exceeding the actual value of the contents;
- (f) in respect of parcels regarding which the sender has not made enquiry within the period prescribed by Article 12(2);
- (g) in respect of any parcel which has not been packed in the manner laid in Article 104 and 105 of the Universal Postal Union Detailed Regulations of the Parcel Post Agreement (1974);
- (h) for parcels seized under the internal legislation of the country of destination;
- (i) in respect of parcels for POWs or civilian internees.

Article 17

TERMINATION OF RESPONSIBILITY

The two Postal Administrations shall cease to be responsible for parcels which have been delivered in accordance with their internal regulations and of which the addressees or their agents have accepted delivery without reservation.

Article 18

PAYMENT OF COMPENSATION

The payment of compensation shall be undertaken by the Postal Administration of the country of origin, except in the cases indicated in Article 15(2) where payment is made by the Postal Administration

of the country of destination. The paying Administration retains the right to make a claim against the Administration responsible.

Article 19

PERIOD FOR PAYMENT OF COMPENSATION

1. Compensation shall be paid as soon as possible and, at the latest within six months from the day following the date of enquiry.
2. The Postal Administration of the country of origin or of destination, as the case may be, is authorised to pay compensation to the person entitled to receive it on behalf of the Administration concerned which after being duly informed of the application, has let five months pass without giving a decision in the matter, or without bringing to the notice of the Administration concerned that the loss, theft or the damage would appear to be due to a cause beyond control.
3. The Postal Administration responsible for making payment may, in exceptional cases, postpone it beyond the period of six months when a decision has not yet been reached on the question whether the loss, damage or abstraction is due to a cause beyond control.

Article 20

DETERMINATION OF RESPONSIBILITY BETWEEN ADMINISTRATIONS

1. Until the contrary is proved, responsibility shall rest with the Postal Administration which, having received the parcel without making any reservation and being provided with all the prescribed means of enquiry cannot prove either delivery to the addressee or his agent, or regular transfer to the other Administration.
2. If the loss, damage or theft occurs in course of conveyance without it being possible to establish in which country's territory or service it occurred both the Administrations shall bear the loss equally. When other Administrations are concerned in the conveyance of a parcel the principle enunciated in para 4 of Article 42 of the Parcel Post Agreement (Lansanne 1974) shall be applied to determine the responsibility.
3. Customs duty and other charges of which it has not been possible to secure cancellation shall be borne by the Administration responsible for the loss, damage or theft.
4. The Administration which has paid the compensation takes over the rights, upto the amount of compensation, of the person who has received it in any action which may be taken against the addressee, the sender or a third party.

5. If a parcel or a part of its contents, considered as lost, is subsequently found, the sender and the addressee should be informed of the fact; the former, or in accordance with Article 15(2), the addressee should be further advised that he may take delivery of it within a period of three months against repayment of the amount of compensation received. If the sender or the addressee, as the case may be, does not claim the parcel within that period the same approach is to be made to the addressee or the sender according to the case.
6. If the sender or addressee takes delivery of a parcel or of a part of the parcel against repayment of the amount of compensation, that amount shall be refunded to the Paying Administration or if a settlement of accounts has been made to the Administrations which had borne the loss. If the sender and the addressee decline to take delivery of the parcel, it becomes the property of the Administration or Administrations which have borne the loss.

Article 21

REIMBURSEMENT OF THE COMPENSATION TO THE ADMINISTRATION WHICH
MADE THE PAYMENT

1. The Administration responsible for payment, or on behalf of which payment has been made in accordance with Article 18, shall reimburse to the Administration which made the payment under Article 19 (called the paying Administration) the amount of compensation actually paid to the rightful claimant; these payments shall be made within a period of four months counting from the date of despatch of notification of payment.
2. The Paying Administration may only claim re-imbusement of the compensation from the Administration responsible within a period of one year from the date of despatch of the notification of the payment or where appropriate, from the date of expiry of the period prescribed in Article 19(2).
3. The Administration whose responsibility is duly established and which had it first declined to pay compensation must bear, in addition to the amount of compensation, all additional costs resulting from the unwarranted delay in payment.

Article 22

STORAGE CHARGES

The country of destination shall be authorised to collect warehousing charges, fixed by its internal regulations, on parcels

addressed 'Postal Restante' or which are not claimed within the prescribed period of delivery, free of storage charge. The charge may not in any case exceed 20 gold francs in the case of undelivered parcels accrued storage charges, if any, shall be claimed from the Administration of origin.

Article 23

TRANSIT PARCELS

Each Postal Administration agrees to accept in transit through its services, to and from any country with which it has a parcel post communication, parcels originating in or addressed for delivery in the service of other Administration.

Article 24

OUTWARD AND INWARD LAND RATES AND TRANSIT LAND RATES

1. The Administration of each country shall fix the rates it shall charge on parcels, mailed for despatch to the other country and communicate the said rates and any other charges therein to the Administration of the other country.
2. The Administration of the country of origin shall allow the country of destination terminal charges at the following rates for each parcel :

Weight steps	Gold francs
1 Kg or less	0.60
Over 1 Kg but not more than 3 Kg	1.00
Over 3 Kg but not more than 5 Kg	1.60
Over 5 kg but not more than 10 kg	2.50

3. For parcels despatched for a third country from one of the Postal Administrations in transit through the other, the despatching Administration shall allow to the intermediary Administration, the amount of transit charges as notified by the latter. Similarly, parcels exchanged between two offices of the same administration by means of the land service of the other, the despatching administration shall allow the transit charges to the intermediary Administration as notified by the latter.
4. In respect of parcels of a third country, received in transit by one of the Administrations, for delivery in the other Administration

the country of destination will be entitled to terminal charges, as notified by it in this regard.

Article 25

CLAIMS IN CASE OF REDIRECTION OR RETURN OF PARCEL

In case of redirection or of return of a parcel from one country to the other, the retransmitting Administration shall claim from the other the charges due to it and to any other Administration taking part in the redirection or return.

Article 26

CHARGE FOR REDIRECTION IN THE COUNTRY OF DESTINATION

In case of redirection to another country or of return to the country of origin, the redirection charge referred to in Article 6 para 2 shall accrue to the country which redirected the parcel within its own territory.

Article 27

MISCELLANEOUS FEES

The following fees shall be retained in full by the Administration which has collected them :

- (a) the fee for Advice of Delivery referred to in Article 5;
- (b) the Enquiry fee referred to in Article 12 para 1;
- (c) the insurance fee and despatch fee (posting fee) referred to in Article 13 para 2 and 3.

The fees collected in connection with delivery and customs clearance referred to in Article 3 shall be retained by the Postal Administration of the country of destination.

Article 28

AIR PARCELS

The exchange of air parcels shall be governed by the same conditions as apply to parcels carried by surface transport. Air parcels which have not been delivered to the addressee for any reason whatsoever are returned to the country of origin only by the surface transport. They may be returned by air if the senders have guaranteed the payment of the air surcharges.

Article 29

BASIC RATES AND CALCULATIONS OF AIR CONVEYANCE DUES

1. The Administration of each country shall fix the air surcharges to be collected for forwarding parcels by air. They may adopt, for fixing surcharges small weight steps then the first weight step.
2. The surcharges shall be closely related to conveyance dues and, as a general rule, the sum there of shall not in total exceed the dues payable for such conveyance.
3. Surcharges shall be uniform for the whole of the territory of a country of destination, whatever route is used.
4. The basic rate applicable to the settlement of accounts between the two Administrations in respect of air conveyance of parcels shall be fixed at 1 thousandth of a franc as a maximum per kilogram of gross weight and per kilometre.

Article 30

MISCELLANEOUS PROVISIONS

1. Parcels shall not be subjected to any postal charges other than those envisaged in this Agreement except by mutual consent of the two Administrations.
2. The Contracting Parties have drawn up this Agreement to facilitate smooth exchange of parcel mails between the two countries. Further matters not expressly provided in the present Agreement shall be governed by the provisions contained in the Parcel Post Agreement and its Detailed Regulations of the Universal Postal Union (Lansanne 1974).
3. When, owing to exceptional circumstances, one Postal Administration finds itself obliged to suspend its services temporarily either wholly or in part, it is bound to notify the fact immediately if need be by telegram, to the other Administration.

Article 31

ENTRY INTO FORCE

This Agreement shall enter into force with effect from the 1st August, 1976.

It shall thereafter continue to be in force until it is terminated by mutual consent at any time or until six months after either of the contracting countries shall have notified the other in writing of its intention to terminate the agreement.

IN WITNESS WHEREOF the undersigned, duly authorized for the purpose, have signed this Agreement in two originals.

DONE at New Delhi this day the 23rd July, 1976.

DONE at Dacca this day the 29th July, 1976.

For the Government of India

For the Government of the People's
Republic of Bangladesh

Sd/-

DALJINDER SINGH
Sr. Member (Postal Operation)
P&T Board, New Delhi
and
Ex-officio Additional Secretary
to the Government of India

Sd/-

A.F.M. MAHBUBUL DAQUE
Director General
Bangladesh Post Office
and
Ex-officio Joint Secretary
