INSTRUCTIONS

 Consignee request for third party cfs movement kindly complete below procedure and submit document.

1) Job order should be placed by consignee for movement of containers with concern CFS/Custodian.

2) Containers will be allowed to move only on basis of factory destuffing.

3) Empty container should be return to container depot at Nhava Sheva within free days failing which detention charges applicable as per the tariff.

4) If any damage to container during transit from Port terminal to CFS to Depot will be on consignee account.

5) Container should be moved out from Port terminal within port free days. Failing which port ground rent would be applicable.

6) Following documents to be submitted one week in advance, prior filing of manifest with Customs.

a) Duly endorsed Original b/l to be surrendered.

b) Documents related to Factory destuffing like bond, covering letter, authorization letter , Insurance and security cheque (2 blank cheques) needs to be submitted.

c) Request letter on Consignee’s original letter head (format attached).

d) Our documentation processing charges Rs. 3500 + GST.

Also, require undertaking from CFS and consignee (format attached) along with other documents.

Note, movement of containers to other than our nominated cfs for vessel, NSICT terminal is applying shifting charges each container i.e. Rs. 450/20' & Rs. 700/40'.  This will recovered from the Consignee at the time of issuance of Delivery Order.

List of formats as follows for required documents for other CFS movement as follows

1. Request letter
2. Covering letter for factory de-stuffing bond
3. Factory de-stuffing bond
4. Authorization letter with factory de-stuffing bond
5. Movement bond
6. NOC letter from CFS

**( CONSIGNEE AND FORWARDER LETTER )**

Date

To,

The Shipping Corporation of India Ltd

Mumbai.

Kind Attention: Import Department

Dear Sir,

Sub: Import of \_\_x20’ & \_\_x40’ Containers

Vide B/L No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dtd.\_\_\_\_\_\_\_\_\_

Vessel Name / Voyage.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We Refer to the subject shipment which is expected at NHAVA SHEVA and we want to take this shipment to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CFS details of which are as below:-

CFS NAME & ADDRESS

For Filing at Customs -- customs code

For Filing advance list at JNPT --group code

For Filing advance list at NSICT -- group code

For Filing advance list at GTI --group code

CFS e-mail address:

We will arrange to move the containers directly from port to our nominated CFS at our own cost, risk and responsibility.

We hereby agree and undertake to indemnify you against any loss, damage or pilferage of cargo / container during transit from port to our nominated CFS and till return of container to your depot.

We also undertake to pay port ground rent in case containers not moved out from port within port free days.

By a copy of this letter we are also asking \_\_\_\_CFS to move these containers on our behalf.

Thanking You,

Yours Faithfully,

For

**( CONSIGNEE AND FORWARDER LETTER )**

 DT.

TO:

The Shipping Corporation of India Ltd

C/o CMT

Kind Attn: Imports Department

SUB: Factory Yearly Bond requested from **1st-Jan-2024** to **31st-Dec-2024** .

We request your good selves to accept our yearly bond.

We use your good service and are regularly importing shipment from various Origins to Nhava Sheva

Please find herewith the Yearly Bond along with the specimen format of our submission letter which will be submitted whilst collecting final delivery order for Factory documents.

Blank security Chq No.\_\_\_\_\_\_\_\_\_\_\_\_\_ of M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ our authorised CHA and Insurance will provided to you on case to case basis.

We thank you for accepting yearly bond. We assure you to increase our volume and use National Line good services.

Thanking you,

For

(**To be given on Rs. 500 non-judicial stamp paper & with signatures of the authorized signatory attested by bank)**

**INDEMNITY BOND**

*(For factory destuffing)*

To,

**The Shipping Corporation of India Ltd.**

**Shipping House, 245, Madame Cama Road,**

**Mumbai – 400021.**

RE : FACTORY DESTUFFING INDEMINITY BOND FOR ALL

CONTAINERS ARRIVED……………. ON ACCOUNT

M/S…………… FOR A PERIOD FROM 1st-Jan-2024 TO 31st-Dec-2024

**Bond Reference No : CUSTOMERNAMEYYYY**

**Cheque(s) / DD no. (Depending on Shipping lines) \_\_\_\_\_\_\_\_\_\_\_\_ of (issuer’s bank name) issued by (issuer’s name)**

Whereas for the purpose of destuffing the cargo we the importer/consignee M/s………………………… wish to remove the import laden Container/s from Inland container Depot………/Nominated area…………../Port premises to our factory/warehouse located at………….(address of factory/warehouse). We as receivers/Consignees are executing this indemnity bond in favor of **The Shipping Corporation of India Ltd** to ensure safe return of the containers within stipulated period of timeas agreed failing which applicable detention would be levied.

Now therefore in consideration of your allowing us to take container out for destuffing at our site, and also in consideration of your having executed a Bond with the Customs vide Bond No. **2002206718** to Jawaharlal Nehru Customs House, undertaking the re-export of the containers within the period stipulated by Customs, we, the undersigned hereby undertake and guarantee the following.

(We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the importer agree and undertake for ourselves, our successors and assignees to indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss or damage, demands and costs of whatsoever nature whether direct or indirect which you may sustain while containers are in our custody)

This indemnity in force in addition to standard terms and conditions of bill of lading and its contractual obligations, responsibilities and liabilities bind on merchant including shipper and consignee.

We hereby agree and confirm to abide by the following terms and conditions:

1. We, the importer/consignee shall take all responsibilities and care to ensure that the container/s are handled and returned in safe, sound and seaworthy condition by all whose acts of omission and commission, the importer/consignee are solely liable.

2. We the importer/consignee undertake to indemnify the carrier and/or their agents above named against all damages / loses / liability/ third party liability cost or expenditure suffered or incurred by the movement of container while in possession of the importer, including injury or death of person or loss or damage to property or other person in the process of such movement and destuffing operation

3. We shall return the container in good/sound condition at the Line’s nominated Empty Return Location mentioned on Delivery Order / Empty off-loading letter or any other similar document within validity period. For this purpose survey conducted by your authorized surveyor and their reports and findings and their fees thereof shall be binding on us. For any kind of damages caused to the containers while in our possession or in the possession of any third party or agency appointed by us, other than natural wear and tear, the Repair Cost estimate or the Debit given by you in case of total loss, will be accepted as final and binding on us and paid and reimbursed by us instantly.

4.The importer/consignee indemnify the carrier or the agent for any claim by you/Shipping Line and/or Customs to the extent of container value **Rs. 1,25,000/-**per Twenty feet container, **Rs. 2,25,000/-**per Forty feet container General Purposes(GP)/High Cube(HC) , **Rs.** **3,00,000/-** for any other type of container which includes Open Top/Flat Rack[20'/40']**, Rs. 14,00,000/-**per 20’ Reefer container and **Rs. 19,00,000/-** for a 40’ Reefer . In case of total loss, the applicable customs duty or any other charges including but not limited to levies, costs, penalties imposed by the Customs  for total loss of container over and above the value of container payable by importer / consignee.   This will also cover cases where consignee or his appointed CHA or transporter fail to return the container to the Line’s nominated Empty Return Location within Delivery Order validity.

5. The importer shall be liable for container detention after the **free days / Free time** mentioned in the Service Contract, from the day the laden import container arrived at the Inland Container Depot / Port premises till the day the empty container/s returned back to Inland container depot / empty storage yard after factory de-stuffing, as per the applicable Line tariff at the time of discharge. The Importer shall be liable for revalidation of the return Orders from the Shipping Line when the Container is returned after the prescribed validity date.

6. The Importer/Consignee agrees to return the container in good order and Sound condition at the storage yard designated by **The Shipping Corporation of India Ltd** within the period of validity in the delivery order. The importer is liable to pay detention in case of any delay, then till the date, the container/s are returned to inland container depot/nominated area/empty storage yard. Further, the Importer shall be also liable towards the full applicable container costs in the event they are unable to return the empty containers for any reasons whatsoever. The Importer shall also be responsible for all levies, duty, costs, penalties imposed by the Customs due to any Container not exported out by the Carrier in accordance with the collective bond executed by them. These charges shall be paid immediately on a written demand without any delay or protest whatsoever.

7. For any charges becoming due to you on account of damage to containers, loss, third party liability or detention on container, we authorize you to debit our account and adjust against any security amount or any other amount lying with you in any other capacity or impose lien over any cargo or material in your possession belonging to us till such time the amount due to you is realized completely.

8. The Importer will ensure that any claims made towards outstanding detention will be paid within **7days** of claim made by the Line according to the published tariff. Similarly any damage claims made will be settled on the next working day on provision of reports and photographs.

9. The importer/consignee hereby confirm that the import cargo does not contain any contraband and articles in terms of Indian Customs Regulations and that the shippers have not tampered with the cargo for the purpose of concealment of any contraband cargo and the Importer/consignee would be responsible for all costs and consequences for the same.

10. To the extent of the Undertaking and declarations herein and to the extent of the loss and/or damage caused arising out of breach thereof or any consequential or indirect losses/damages caused in respect or furtherance thereof and to the extent of any claims, litigations, damages, expenses and costs as suffered or may be suffered by the carrier/agents by way of non compliance of any of the undertakings covenants herein or generally any other acts/care/cautions as should have been done and have not been done or cautions as should have been observed and has not been observed or arising out of any of our act or failure to act as a prudent person would do we, subject to the monetary limitation herein agree to indemnify and keep the carrier/agent indemnified.

11. Disputes, if any, will be subject to jurisdiction of competent courts at Mumbai and shall be governed by Indian Law both substantive and procedural.

12. This document and the indemnity herein is valid up to aforementioned validity date from the date of the agreement and shall be automatically extended till the date of the return of the last container to the carrier’s nominated CY/ICD facility or until the date when the payment of all outstanding due is made to the Carrier, whichever is later.

13. The Signatory to this Indemnity is duly authorized by the Importers and want of authority shall not be raised as an excuse either for return of empty containers or payment of communicated outstanding amounts to the Carrier.

14. All costs towards the movement of the Container from the Container Terminal to the above requested Container Freight Station including transportation, storage and handling costs shall be borne by importer/consignee without any liability/costs on Shipping Line.

Executor/Executants

(*Name of authorized person signing with designation,*

*name & address of the firm*)

DATED: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

PLACE: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(**Signature attestation by bank)

**( CONSIGNEE LETTER )**

[DATE]

To,

The Shipping Corporation of India Ltd.

c/o

Re: Authorisation to agents

Dear Sirs,

We write to inform you that this company has appointed [*insert name of agent*] to act as our agents, and that we have authorised them to act on our behalf in effecting delivery of consignments that we have shipped with carrier The Shipping Corporation of India Ltd

The purpose of this letter is to clarify the terms on which we have granted authority to [*insert name of agent*]:

1. We expressly authorise [*insert name of agent*] to request delivery from The Shipping Corporation of India Ltd of goods consigned or endorsed to [*insert name of company*] under original bills of lading, and consigned to [*insert name of company*] under sea waybills.
2. We expressly authorise The Shipping Corporation of India Ltd to release our goods to [insert name of agent] upon presentation of an original bill of lading, or identification against a sea waybill of lading, unless we have given prior notice to the contrary to The Shipping Corporation of India Ltd in writing.
3. In consideration of The Shipping Corporation of India Ltd complying with our above request, we hereby agree to indemnify The Shipping Corporation of India Ltd and J.M.Baxi & Co, their respective servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expenses of whatsoever nature which any of them may sustain by reason of delivering the cargo in accordance with our request.
4. Nothing in this letter operates to relieve The Shipping Corporation of India Ltd of any of its obligations or liabilities under the contract of carriage.
5. The validity of this letter of authority will cease twelve (12) months from the date of this letter, after which time the authorisation shall be deemed to have expired. Within that 12 month period, we reserve the right to cancel this authorisation at any time by notification to The Shipping Corporation of Ltd in writing.

If you have any queries, please do not hesitate to contact us.

Yours faithfully,

[*company name*]

 **( ON Rs 100/- X 2 STAMP PAPER FROM CONSIGNEE FOR ALLOW TO MOVEMENT OF CONTAINERS TO THEIR NOMINATED CFS )**

INDEMNITY

Date:\_\_\_\_\_\_\_\_\_\_\_

The Shipping Corporation of India Ltd.,

Madama cama Road, Nariman Point,

Mumbai – 400021.

Dear Sirs,

Subject: Permission to move \_\_\_x20’ & \_\_\_\_\_x40’ laden containers for de-stuffing to \_\_\_\_\_\_\_\_\_\_\_\_ CFS for clearance of our goods arrived At Port of Nhava Sheva.

 M.V. ………………………………………………. VOY……………………

 B/L. NO/S………………………………………………..

 CONTAINER NOS……………………………………

In consideration of your allowing us at our request to take overland ……….containers bearing nos. as above from “ JNPCT / NSICT / GTI Terminal CY to ……………………… CFS under the jurisdiction of Jawaharlal Nehru Custom House, Nhava Sheva.

We hereby undertake and state as under:

1. We, the named consignee/importer of the goods as per Bill of Lading no/nos………………… hold you and your Agents harmless against any damage and/or loss sustained to the cargo/container while in our Nominated CFS.
2. We further undertake to transport the containers pertaining to our shipments to a CFS of our choice under the jurisdiction of Jawaharlal Nehru Custom House, Nhava Sheva for de-stuffing & taking delivery of the cargo under Customs supervision at our cost & expenses under CUSTOMER-CUM- CARRIER Bond executed by ……………………………... CFS to JNCH.
3. We further undertake to return the empty container at the storage yard nominated by SCI within free days i.e. free period of 5 days from the date of landing of the loaded container.
4. In the event of any delay for any reason whatsoever in returning the empty container to SCI nominated storage yard beyond the free days, we undertake and guarantee to pay on demand container detention charges for the extra days as per SCI tariff.
5. If container upon its return is found damaged in any manner between the period when the Container was removed by us from Port CY and re-delivered to yourselves / your nominated site, we undertake and guarantee to pay to SCI on demand all the cost & expenses for repairs including handling cost and survey charges.
6. If any container is lost whilst in our possession, i.e. from the time of delivery to us/ our nominees till its return to SCI nominated storage yard, we hereby undertake and guarantee to pay to you on demand the entire cost of the container as assessed by SCI  plus the Customs duty that may be applicable at the relevant time and any fine / penalty / interest that may become payable by you by reason of non-export of the Container within the statutory period of 6 months from the date of its importation.
7. In case of any loss of life or injury caused due to accident involving the Container(s) or if any damage be caused to any property by the Container(s) between the period of removal and return thereof, we irrevocably & unconditionally agree to indemnify SCI against all claims, liabilities, cost & expenses including the legal cost & expenses that may be made against you and your Agents by any party, We undertake all responsibilities & liabilities of any type whatsoever for payments & settlements with the third parties in such a situation.
8. Should any contraband cargo / offending goods be detected / found in any of our shipments & if the Customs or any other authorities such as Special Investigation & Intelligence Unit of Customs, the Central Bureau of Investigation or the Directorate Revenue of Intelligence or any other local authority for any reason would like to examine the cargo or investigate the matter meant for our customers covered under our House bills of lading, we undertake to communicate with Customs or any other statutory authorities as may be concerned directly on receipt of the advices from you or from the authorities and to bear any fines / penalties that may be imposed on you / your Agents by the statutory authorities in relation to the cargo covered by above Bills of Lading if the return of empty exceeds 5 days due to any such dispute, we agree and undertake to pay you the container detention charges on demand in full for the period of delay in returning the Container(s).
9. We hereby indemnify undertake and guarantee to hold you & your Agents absolved from all liabilities, such as Claims for any shortages or damages, any type of Customs penalties or fines including penalties under Indian Customs Act including but not restricted to penalties under Section 116, the Port Authorities any type of dues or charges including the auction Sale Deficit charges or any other local authorities dues including Stamp duty related to our above referred consignments.

SIGNATURE OF CONSIGNEE SIGNATURE OF THE CHA

AUTHORISED SIGNATORY AUTHORISED SIGNATORY

Designation Designation

With company seal/rubber stamp With company seal/Rubber stamp

**(On Letter head of the respective CFS, (other than line nominated CFS) where customer is requesting to move their shipments for clearance )**

 Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Shipping Corporation of India Ltd.,

Madam Cama Road, Nariman Point,

Mumbai. 400021.

Dear Sirs,

Subject: Movement of \_\_\_x20’ & \_\_\_\_\_x40’ laden containers for de-stuffing to \_\_\_\_\_\_\_ CFS for clearance of goods arrived At Port of Nhava Sheva.

 M.V. ………………………………………………. VOY……………………

 B/L. NO/S………………………………………………..

 CONTAINER NOS……………………………………

In consideration of your allowing the consignee/importer M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at their request to take overland ……….containers bearing nos. as above from “ JNPCT / NSICT / GTI /NSIGT Terminal CY………………….to ……………………………… CFS under the jurisdiction of Jawaharlal Nehru Custom House, Nhava Sheva.

We, hereby undertake and state as under:

1. We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(CFS) hold you harmless for any damage or loss sustained to the cargo and/or container while in our custody.
2. We further undertake to transport the above mentioned containers to our CFS under the jurisdiction of Jawaharlal Nehru Custom House, Nhava Sheva for de-stuffing & taking delivery of the cargo under Customs supervision at our cost, risk & expenses under Custodian cum Carriers Bond dated\_\_\_\_\_\_\_\_\_\_\_\_\_ executed by ……………………… CFS to JNCH as well as undertake to safely deliver the goods contained in said container/s.
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CFS hereby undertake that they will be fully responsible for safe delivery of cargo and container/s during the time same are in their custody. Further, The Shipping Corporation of India Ltd and their Agents stand indemnified against any theft, pilferage, loss or damage to cargo during the time containers are in their custody.
4. If container upon it’s return is found damaged in any manner between the period when the Container was removed by us from port CY and re-delivered to yourselves / your nominated site, we undertake and guarantee to pay you or your Agent on demand all the cost and expenses for repairs including handling cost and survey charges.
5. We will not bill/debit you any charges including CFS ground rent charges for the above mentioned containers transported by us at our CFS.
6. If any container is lost whilst in our possession, i.e. from the time of delivery to us/ our nominees till its return to your nominated storage yard, we hereby undertake and guarantee to pay to you on demand the entire cost of the container i.e. …….. value as assessed by SCI'  plus the Customs duty that may be applicable at the relevant time and any fine / penalty / interest that may become payable by you by reason of non-export of the Container within the statutory period of 6 months from the date of its importation.
7. In case of any loss of life or injury caused due to accident involving the Container(s) or if any damage be caused to any property by the Container(s) between the period of removal and return thereof, we irrevocably & unconditionally agree to indemnify you against all claims, liabilities, cost & expenses including the legal cost & expenses that may be made against you or against your Agent by any party. We undertake all responsibilities & liabilities of any type whatsoever for payments & settlements with the third parties in such a situation.
8. If in any event subject container/s lying with cargo having been abandoned by consignee, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CFS undertakes to destuff the container/s and carry out public auction as per the procedures levied by he Customs authorities in such cases.
9. In such cases CFS ground rent will not be debited/billed to you or your Agents.
10. We hereby indemnify undertake and guarantee to hold you & your Agents absolved from all liabilities, such as Claims for any shortages or damages, any type of Customs penalties or fines including penalties under Indian Customs Act including but not restricted to penalties under Section 116, the Port Authorities any type of dues or charges including the auction Sale Deficit charges or any other local authorities dues including Stamp duty related to our above referred consignments.

SIGNATURE SIGNATURE OF CONSIGNEE

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CFS)

AUTHORISED SIGNATORY AUTHORISED SIGNATORY

Designation Designation

With company seal/rubber stamp With company seal/Rubber stamp

Undertaking to be submitted by CFS for movement of containers to their CFS as per consignee request.