

(To be printed on Rs. 500/- stamp paper purchased by respective CFS & signatures of the authorized signatory to be attested by bank)

INDEMNITY BOND

To,
Maersk Line India Private Limited
(As Agents of Maersk A/S)
Unit No. 402, Godrej Two, Pirojshanagar,
Eastern Express Highway, Vikhroli (East),
Mumbai, Maharashtra – 400079.

Bill of Lading No:	B/L Date:
Container No:	
Gross Weight:	
No. of Packages:	
Cargo Arriving on Vessel:	Voy:
Consignee:	
CFS Code for Customs EDI:	
CFS Codes for Terminals: JNPCT, NSICT, GTI, NSIGT, BMCT	

Subject: Indemnity for the movement of laden container/s from Nhava Sheva Port (JNPCT / NSICT / GTI / NSIGT / BMCT) to our CFS for clearance of shipments & delivery.

In consideration of your acceptance of the request of the consignee/ importer M/s (“Requester”) to nominate its own CFS and to take container/s mentioned under the subject Bill of Lading from the Port of Nhava Sheva i.e. _____ (JNPCT / NSICT / GTI / NSIGT / BMCT Terminal CY) to the CFS which is operated by M/s. at _____ which is under the jurisdiction of Jawaharlal Nehru Custom House (JNCH), Nhava Sheva (“CFS”). We M/s _____ being the importer of the shipment and _____ M/s. acting as CFS custodian jointly hereby undertake and guarantee you the following: The CFS and the Requestor shall be jointly referred to as “We”.

1. To transport the above-mentioned container/s to the CFS which is under the jurisdiction of Jawaharlal Nehru Custom House, Nhava Sheva (JNPCT / NSICT / GTI / NSIGT / BMCT Terminal CY) for de-stuffing and taking delivery of the cargo under Customs supervision solely at our risk & cost, without any basis to claim or charges against you in connection with the request under this Indemnity Bond.

2. We absolve you from any liability towards any loss/damage which may be caused to the cargo if the external condition of the container is found in a sound condition with its original seal being intact condition at the time of taking delivery of the container from the Port of Discharge.

3. We will ensure to check that the container seal is intact at the time of taking delivery of the containers and will also ensure to match the seal number as mentioned in the EIR copy, prior of gating-out from **Nhava Sheva port (JNPCT / NSICT / GTI / NSIGT / BMCT Terminal CY)**. In case of any discrepancy found, we will notify your office / surveyor immediately prior of gating out container/s from **Nhava Sheva port (JNPCT / NSICT / GTI / NSIGT / BMCT Terminal CY)** for necessary actions. If we fail to notify said discrepancy to your office / surveyor, it shall be concluded as our confirmation of seal intact and sound condition of the container at gating out from Nhava Sheva port above.

4. The CFS will not bill/debit you any CFS charges including ground rent for the above-mentioned container/s.

5. The CFS will ensure to deliver the cargo to the named consignee against the production of authentic and valid Delivery Order issued by Maersk Line India Private Limited.

6. We undertake to indemnify and hold you, the carrier you are working on behalf and its servants and agents in respect of any liability, loss, damages or expenses of whatsoever nature whether direct or indirect which you may sustain in connection with the movement of container/s as per the request above, including but not limited to injury or death of person or loss or damage to property or other person in the process of such movement or handling operations and while the container/s is/are in our custody or possession.

7. We shall undertake all responsibilities and care to ensure that the container/s are handled and returned in safe, sound, seaworthy and cargo worthy condition, except ordinally wear and tear, within applicable free time and both we and the requester shall be jointly and severally responsible for any damage to the container/s and any extra cost and charges including but not limited to detention charge as per your prevailing tariff.

8. For the avoidance of doubt, in the event of subject container/s lying full with cargo beyond applicable free time or abandoned by the consignee, we undertake to de-stuff the container/s and return the empty container/s to your container storage Depot nominated by you within 30 days from the date of discharge from the vessel solely at our cost and responsibility including but not limited to detention charge as per your prevailing tariff. In case the requestor fails to return the empty container within ___ day from the date of its import then the Requestor agree to pay your Company (i) the applicable detention charges as per the prevailing tariff, without any delay or demur (ii) the applicable Custom fines in case we fail to return the containers, whereby restraining your Company from complying with the provisions of the Customs Act for re-export of the container to the Port of Origin.

9. The CFS alongwith the requestor shall conduct monthly physical verification for the containers lying at our CFS and provide the monthly report to you by 7th day of following calendar month.

10. This Indemnity Bond shall be governed by and construed in accordance with laws in force in India and each and every person liable hereunder shall at your request submit to the jurisdiction of Court of Mumbai, India.

(Executor)

Name:

Designation: Director / Partner

Place:

Date:

(Authorised Signatory)

Name of Bank:

Address of Bank:

Date: