**(FORMAT- LETTER OF INDEMNITY FROM CFS ON STAMP PAPER RS. 500/- The STAMP PAPER should be purchased in the name of the concerned CFS who will be signing the LOI)**

Date:

To:

M/S. AGENT’S NAME

Address

***I N D E M N I TY   B O N D***

Sub : Vessel………………………….

B/L Nos………………………………..

We C F S Name                                                (herein after to be referred as Operators) are hereby nominated by the Consignee name                              to handle their import laden full container vide an agreement dated \_\_\_\_\_\_\_\_\_ between us, which we note you are not privy to the agreement nor be bound by those terms.

1] This bond is issued with the view to indemnify **Principals, and Its servants and agents M/s. Agent’s Name**  (herein after to be referred as Carriers/Carriers Agent) for any losses / damages suffered by Carriers due to Operator’s conduct or omission to perform in accordance with procedures set to handle the Cargo though Public Notices issued by Customs Viz. PN No. 65/2012, PN No. 158/2016 , PN No. 27/2017.

2] In consideration of you allowing us to move the Import Loaded Full Container/s to our premises from port, we the undersigned hereby undertake and guarantee that the Container/s covered under the subject Bills of Lading will not be destuffed or given delivery without the Line Delivery Order and upon payment of all charges by the Forwarder / CHA / NVOCC / Consignee to the respective Line or their Agents.

3] In the event where Goods are registered for Customs Examination, we shall present the Goods for examination/inspection by the Customs Officer without the insistence of the Delivery Order. However, we shall not release the cargo to the consignee till the production of Delivery Order and the same being verified. Information regarding seal number, cargo condition etc on inspection shall be documented by us which we shall unconditionally provide to you upon request.

4] We also undertake at our sole costs and expenses, to return Empty Container(s) at your nominated yard if in an event the same being not done by the Consignee.

5] That we as an Operator is/are aware of CFS’s areas of responsibilities as cited under Handling of Cargo in Customs Area Regulation (HCCAR) 2009 which we shall adhered to and shall remain fully accountable for. We hereby unconditionally indemnify Shipping Line / their Agents and servants, to make good all losses / damages howsoever caused and arise, suffered by due to conduct and / or omission in adhering to set procedures, shipping practices and / or customary arrangements.

6] On trucking the container(s) from the port, we undertake that the apparent container condition AND seal number shall be checked/tallied against the manifest and in event that there is any visible damage to the container, or the seal is not intact or in the event of any other discrepancy, to record the damage/discrepancy in writing before the container(s) is/are trucked out, and notify you, on immediate/timely basis.

In event that we do not notify you of any container exception, and / or seal discrepancy prior to trucking out from terminal CY, it is deemed that the container(s) is / are in apparent good condition AND that the seal(s) are intact and tally / tallied as per manifested.

In event of any cargo loss / damages / shortages / missing due to seal discrepancy howsoever arising after trucking out CY, we shall unconditionally indemnify you for any and all losses, liabilities, costs, expenses or damages which you may incur as a result of or in connection with the seal discrepancy.

7] In event that the container(s) and / or cargo(es) are damaged howsoever arising, whilst under our care, custody and control, we shall unconditionally indemnity you and / or the cargo interests for any and all losses, liabilities, costs, expenses or damages which you may incur as a result of or in connection with such damage.

8] In event the cargoes are found leaking and / or the condition of the cargo results in us incurring handling, cleaning and / or related operational expenses whilst the container(s) is / are in our custody, we shall seek recovery from the cargo interests directly. In such cases we shall not recover the costs, charges, and fines of any nature from you*.* We hereby undertake to absolve you from all liabilities of whatsoever nature and howsoever arising.

9] In case, if the subject container(s) is/are lying uncleared after 60 days, abandoned by the consignee, we undertake to inform you then, with your permission in writing, to de-stuff the container/s, destroy/dispose the cargo and/or carry out the auction process as levied by the Customs Authorities. The container(s) shell(s) will then be available for return to you unconditionally without charges. In such cases we shall not recover the costs, charges, and fines of any nature from you*.* We hereby undertake to absolve you from all liabilities of whatsoever nature and howsoever arising.

Through this bond / undertaking, we hereby request Carrier to make provision to get our CFS code\_\_\_\_\_\_\_\_\_\_\_ reflected in the IGM.

For……………………………… Bank Verification

(AUTHORISED SIGNATORY)

(Company Stamp)

Date: