**(To be printed on Rs. 100 stamp paper purchased by respective CFS & signatures of the authorized signatory to be attested by bank)**

**INDEMNITY BOND**

To,

OCEAN NETWORK EXPRESS (INDIA) PVT. LTD.

…….

…….

Bill of Lading Number: B/L Date :

Container Numbers:.

Gross weight:

Number of Packages:

Cargo Arriving on Vessel: Voy:

Consignee:

CFS Code for Customs EDI:

CFS Codes for Terminals: GTI……., JNPT………, NSICT………

**Subject: Movement of laden containers from Nhava Sheva Port (JNPCT / NSICT / GTI / NSIGT / BMCT Terminal) to our CFS for clearance of shipments & delivery**

**In consideration of your allowing the consignee/ importer M/s …………………. at their request to take containers from Nhava Sheva Port (JNPCT / NSICT / GTI / NSIGT / BMCT Terminal CY) to our CFS M/s. ………………………………………………… under the jurisdiction of Jawaharlal Nehru Custom House (JNCH), Nhava Sheva.**

We, M/s. ………………………………………………………….. **as CFS custodian** agree and undertake for ourselves, our successors and assignees to indemnify and hold 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)

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

1. **To transport the above-mentioned containers to our CFS under the jurisdiction of Jawaharlal Nehru Custom House, Nhava Sheva (JNPCT / NSICT / GTI / NSIGT / BMCT Terminal CY) for de-stuffing & taking delivery of the cargo under Customs supervision at our cost, risk & expenses under Custodian cum Carriers Bond executed by M/s. ……………………………………………………. to JNCH as well as undertake to safely deliver the goods contained in said container/s.**
2. **We will ensure to check that the container seal is intact 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 we will notify your office / surveyor immediately prior of gating out container 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, we will not hold you responsible for any cargo claims, cargo pilferage, cargo shortage or any other liabilities.**
3. **We hold you harmless for any damage or loss sustained to the cargo and/or container while in transit from Nhava Sheva port (JNPCT / NSICT / GTI /NSIGT / BMCT Terminal CY) to our CFS M/s……………………………………. and while remaining in our custody.**
4. We the M/s. ……………………………….. undertake to indemnify you against all damages / loses / liability/ third party liability cost or expenditure suffered or incurred by the movement of container while in our possession, including injury or death of person or loss or damage to property or other person in the process of such movement or handling operations.
5. We, M/s. …………………………… shall undertake 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, are solely liable.
6. **For CFS de-stuff delivery, we will ensure to return the empty container to your nominated empty yard within the validity period as mentioned in delivery order / Empty offloading letter, failing which we will be responsible for additional detention charges to re-validate the Empty offloading letter prior to returning the container.**
7. We shall return the container in good/sound condition at your 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 due to any wilful act, negligence by us/our appointed agency or by any third party, 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.
8. **We will not bill/debit you any CFS charges including ground rent for the above mentioned containers transported by us to our CFS. We will be responsible for additional port charges in case of any delay in movement from Nhava Sheva port (JNPCT / NSICT / GTI / NSIGT / BMCT Terminal) to our CFS and will ensure payment to OCEAN NETWORK EXPRESS (INDIA) PVT. LTD. be settled immediately by ~~respective consignees~~ us against receipt of invoice from you.**
9. **In the event of subject container/s lying full with cargo, being abandoned by consignee, we, M/s. ……………………….. undertake to de-stuff the container/s, carry out public auction as per the procedures levied by the Customs authorities and release the Empty container/s to OCEAN NETWORK EXPRESS (INDIA) PVT. LTD. within 90 days of arrival at our CFS viz M/s. …………………………………….. without debiting any charges incurred including CFS ground rent, auction Sale Deficit charges, cargo destruction costs or any other local authorities’ dues / taxes related to above referred consignments to OCEAN NETWORK EXPRESS (INDIA) PVT. LTD.**
10. **OCEAN NETWORK EXPRESS (INDIA) PVT. LTD. reserves the right to review the cases of ONE Line containers lying in our CFS M/s. ……………………………………... . In case we fail to return the Empty containers within the stipulated 90 days after arrival in our CFS, we agree to accept ONE LINE’S decision in denial of nominating our CFS for future shipments.**
11. We M/s. \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_, indemnify OCEAN NETWORK EXPRESS (INDIA) PVT. LTD., of all claims arising from damages resulting in total loss of container, its value as well as the Customs Duty imposed, to the extent of Rs. 2,75,000 per Twenty feet container, Rs. 5,44,000 per Forty feet container, Rs.’12,00,000’ per 20’ Reefer container and Rs.18,00,000’ per 40’ Reefer container along with applicable customs duty and Rs. 7,50,000 (Rupees seven lakh fifty thousand only) for any other type of container which includes Open Top/Flat Rack. This indemnity would also cover the cases where we fail to return the container to the Line’s nominated Empty Return Location within Delivery Order or Empty off-loading letter or any other similar document.
12. 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 you 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 we 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 you fully indemnified.
13. Disputes, if any, will be subject to jurisdiction of courts having territorial jurisdiction over your principal working office.
14. This document 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 your nominated empty yard.

Executor/Executants

(*Name of authorized person signing with designation,*

*name & address of the firm*)

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

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

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(Signature attestation by bank)

Note: The said bond has to be signed by the Authorized Signatory / Director / Partner of the **CFS** under the company's firm’s/ concern’s rubber stamp and showing the full address duly attested by their bank.