

Consignee's request format for Movement of Containers to Third-Party CFS

INSTRUCTIONS

Consignees requesting for **Third-party CFS movement** may kindly follow the procedure and submit documents as given below.

1. A Job order should be placed by consignee with the concerned CFS/Custodian for movement of containers.
2. The Container movement will be treated on par with movement for factory de-stuffing and the relevant terms and conditions will apply.
3. Empty container(s) should be returned to container depot at Nhava Sheva within free days, failing which they will attract detention charges as per applicable tariff.
4. If any damage occurs to the container(s) during transit from Port terminal to CFS and from there back to the Depot, costs and consequences will be on the Consignee's account.
5. Container should be moved out from Port terminal within the port free days, failing which, port ground rent will be applicable.
6. The following documents may be submitted **one week** in advance where the transit time permits or at least 48 hours to prior filing of manifest with Customs.
 - a. In case of Normal Bills, at least one copy of the Original BL should be surrendered. In case of Sea Waybill a copy of the Sea Waybill should be produced. In case the Consignee is "To Order" the BL should be blank endorsed by the Shipper; in case the Consignee is the "To Order of [named bank]" the BL should be blank endorsed by the bank.
 - b. Documents related to Factory De-stuffing such as Bond, refundable Security deposit per container (Rs.10000 for 20ft & Rs.20000 for 40ft).
 - c. If annual factory de-stuffing bond has been already submitted to our office, an acknowledgement copy thereof may be attached in place of the bond.
 - d. A request letter on Consignee's original letter head (format attached).
 - e. An undertaking from the nominated CFS and the Consignee (format attached).
7. Any additional charges levied by the Port will be collect at the time of final delivery order.

To be submitted on the Consignee's and/or forwarder's letterhead

Date

To,
Cordelia Container Shipping Line Pvt. Ltd.
Seawoods Grand Central 7th Floor Tower 2
Seawoods Navi Mumbai 400706

Kind Attention: Import Department

Dear Sir,

Sub: Import of x 20' and/or x40' Containers Vide B/L No

Date Vessel Name Voyage

We request that we may be allowed to take the subject shipment, expected at Nhava Sheva to our nominated CFS at

Other details are as below:

Name and Address:

For Filing at Customs customs code

For Filing advance list at JNPT group code

For Filing advance list at NSICT/NSIGT group code

For Filing advance list at GTI group code

For Filing advance list at BMCT group code

E-mail ID of the CFS

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 and if any other charges applicable.

By endorsing a copy of this letter we are also asking the nominated CFS to move these containers on our behalf.

Thanking You,
Yours Faithfully,
For & on behalf of

Authorised Signatory

Name

Designation

To be submitted on the Consignee's and/or forwarder's letterhead

Date:

To,
Cordelia Container Shipping Line Pvt. Ltd.
Seawoods Grand Central 7th Floor Tower 2
Seawoods Navi Mumbai 400706

Kind Attn: **Import Department**

Request to accept Factory Annual Bond from _____ to

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

We request you to accept the same.

We are regularly importing shipments from various Origins through Nhava Sheva.

_____ is our authorized CHA.

We thank you for accepting the annual bond.

Thanking You,
Yours Faithfully,
For & on behalf of

Authorised Signatory

Name

Designation

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

FORMAT FOR INDEMNITY BOND

(For factory de-stuffing)

To,

Cordelia Container Shipping Line Pvt. Ltd.
Seawoods Grand Central 7th Floor Tower 2
Seawoods Navi Mumbai 400706

Reg: Indemnity Bond for Factory Destuffing for Containers arrived at

On Account _____ for period from _____ to _____

Whereas for the purpose of de-stuffing the cargo we the importer/consignee _____ 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 favour of Cordelia Container Shipping Line Pvt Ltd to ensure safe return of the containers within stipulated period of time as agreed failing which applicable detention would be levied.

Now therefore in consideration of your allowing us to take container out for de-stuffing at our site, and also in consideration of your having executed a Bond with the Customs vide Bond No. **CCSL /S/43-CON (B) NS/06/2020(P)** 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 agrees 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 de-stuffing 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. 2,75,000/-** per 20-foot container, **Rs. 5,44,000/-** per 40-foot container General Purposes(GP)/High Cube(HC), **Rs. 3,00,000/-** for any other type of container which includes Open Top/Flat Rack [20-foot/40-foot] **Rs. 12,00,000/-** per 20-foot Reefer container and **Rs. 18,00,000/-** for a 40-foot 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 Cordelia Container Shipping Line Pvt. 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 **7 (seven) days** 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

Authorised Signatory

Name

Designation

Address

Signature attested

Name of Bank

Branch

Name of Signatory

Designation

Date

Place

(To be given on Rs.500 stamp paper from consignee for allow to movement of containers to their nominated CFS)

FORMAT FOR INDEMNITY BOND

To,
Cordelia Container Shipping Line Pvt. Ltd.
Seawoods Grand Central 7th Floor Tower 2
Seawoods Navi Mumbai 400706
Dear Sirs,

Subject: Annual Bond valid from _____ to _____

In consideration of your allowing us as per our request to take overland the containers received under your Bills of Lading from "JNPCT /NSICT / NSIGT /GTI / BMCT 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.(s) 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 from 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 Cordelia Container Shipping Line Pvt Ltd 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 Cordelia Container Shipping Line Pvt Ltd nominated storage yard beyond the free days, we undertake and guarantee to pay on demand container detention charges for the extra days as per Cordelia Container Shipping Line Pvt Ltd 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 Cordelia Container Shipping Line Pvt. Ltd. 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 Cordelia Container Shipping Line Pvt. Ltd. nominated storage yard, we hereby undertake and guarantee to pay to you on demand the entire cost of the container as assessed by Cordelia Container Shipping Line Pvt. Ltd. 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 and unconditionally agree to indemnify Cordelia Container Shipping Line Pvt. Ltd. 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 the Clearing Handling Agent Signature of the Consignee

Authorised Signatory

Name

Designation

Authorised Signatory

Name

Designation

Signature attested

Name of Bank

Branch

Name of Signatory

Designation

Date

Place

(On Letter head of the CFS [other than nominated CFS] to which the Consignee is requesting to move their shipments for clearance)

Date

To,
Cordelia Container Shipping Line Pvt. Ltd.
Seawoods Grand Central 7th Floor Tower 2
Seawoods Navi Mumbai 400706

Subject: Annual Bond valid from _____ to _____

Dear Sirs,

In consideration of your allowing the consignee/importer at their request to take overland the containers received from time to time under your Bills of Lading, from "JNPCT / NSICT / NSIGT / GTI / BMCT Terminal CY to CFS under the jurisdiction of Jawaharlal Nehru Custom House, Nhava Sheva.

We, hereby undertake and state as under:

1. We, _____ (CFS) agree to 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. We, _____ (CFS) hereby undertake that we will be fully responsible for safe delivery of cargo and container/s during the time same are in our custody. Further, the shipping line 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 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 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. after we/our nominees have taken delivery and the same is not returned to the nominated storage yard with the stipulated free time, we hereby undertake and guarantee to pay to you on demand the entire cost of the container i.e. the value as assessed by Cordelia Container Shipping Line Pvt. Ltd. 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 de-stuff the container/s and carry out public auction as per the procedures levied by the 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 authority's dues including Stamp duty related to our above referred consignments.

Signature of the Consignee

Signature of the Clearing Handling Agent

Authorised Signatory

Name

Designation

Authorised Signatory

Name

Designation

Signature attested

Name of Bank

Branch

Name of Signatory

Designation

Date

Place