

IMPORT CONTAINER BOND TO BE TYPED ON RS 100 STAMP PAPER

Your Company Name
(Location office Address)

Subject: BL No.
Removal Of import laden container(s) covered under Sub
Simons Shipping Bill of Lading for premises de-stuffing

(Introduction)

In consideration of your allowing us to remove the aforementioned Import laden containers to our premises for devanning and in consideration of the fact that you as agents of Simons Shipping, have executed an Indemnity Bond S/43 CONT (B)/NS/250/2010 with Indian customs undertaking the re-export of the container/s within the period stipulated by Customs, we the undersigned, hereby undertake and guarantee the following to you:

(General Indemnity)

The removal of the container(s) from the (port terminal location) to (consignee premises location) and their return to the storage yard or Other location specified by you, shall be at our risk and expense. We hereby undertake for ourselves and our successors and assigns to keep you and your successors harmless and indemnified against any claim of Whatsoever nature that may made upon you by reason of your allowing us to remove the said container(s) to our premises.

(Third Party Liability)

We will keep you harmless and indemnified any cost of loss, damage, liability incurred by the movement of the containers while in our custody arising out of connected with injury or death of persons or loss or damage to property of other persons in the course of such movement and devanning activities.

(Container Condition and Return Limit)

We shall, at our cost, arrange to survey the containers by your surveyors before removal from the port Terminal/Nominated Site and/or returning the equipment to your nominated storage yard, or other location/s notified by you. The container shall be returned in the same good order and condition as when they were delivered to us. (with the exclusion of any remark on damage or exception noted by the surveyors at the time of delivery) with in five days or with in a days confirmed by you.

Contd...

The 5 days (or the number of days confirm by you) shall count from the date of landing at the port and shall extend up to the date containers are returned to the storage yard or the other location notified by you. In event, this period is exceeded, we undertake to notify you in advance of the delay as also pay equipment detention charge that would be levied by you.

(Customs Penalties)

We hereby certify that to the best of our knowledge and information, the contents of the container are in the conformity with the packing list/invoice in our possession from our exporter/person or organization packing the goods in the port/point of origin and with Import General Manifest (with amendments if any made at our request) filed by you with Indian Customs. In event, the carrier has not stuffed at the port/point of origin, we undertake to hold you harmless and indemnified in respect of the cost of any obligation, duty, penalty that may be imposed on you, particularly those under Section 116 01 the Indian Customs Act 1962.

(Damage/Loss Liability)

We shall take all possible care to ensure that the containers are returned in the condition they were delivered to us. We shall be responsible for the cost of all damages, if any, to the containers while they are in our custody up to and including the total write off the container(s). The cost of repairs shall be assessed by your nominated surveyors at the storage yard or other location notified by you and the surveyors' assessment shall be final and binding on us. In event of loss or total duty, penalty levied by Indian Customs on you to the value of Indian Rs. 2,53,000 per dry standard twenty foot container and Indian Rupees 4,21,000 per dry standard Forty foot container and Indian Rupees 12,50,000 for Reefer container or any higher assessed and imposed on you by Indian Customs.

(Documentation Responsibility)

We shall produce the copy of Bill of Entry, duly endorsed by Customs within 7 days from the date of returning the containers to the storage yard or other location notified by you.

(Container Detention Charges)

In event the container/s not returned within stipulated time or such time as confirmed by you, we shall be liable for Container Detention Charge on the following scale:

DRY CONTAINER

USD 8.50 Per calendar day or part thereof the first 7 days

USD 13.50 per calendar day or part thereof the first 7 days
USD 17.50 per calendar day or part thereof the first 7 days
USD 48.00 per calendar day or part thereof thereafter

The above charges are per dry, standard twenty foot container with dry, standard forty feet container being counter as double of twenty feet.

REEFER CONTAINER

USD 45.00 Per calendar day or part thereof the first 7 days
USD 60.00 per calendar day or part thereof the first 7 days
USD 75.00 per calendar day or part thereof thereafter

(Period of Bond Validity)

This Bond shall be effective from the date of signature for one calendar year. It shall cover all containers taken for delivery in this period and its provision shall remain valid until the said containers are returned to the storage area or other location specified by you (as confirmed by your staff or contractors) the Customs endorsed Bill of Entry is given to you and the cost of repairs to damages, if any including full write-off and / or loss including Customs Duty penalty, claim is paid by us.

To be signed by authorized signatory of the consignee/importer with his full name and designation to be mentioned

Signature to be verified by consignee/importer's Bank.