**(To be drafted on Rs. 500 stamp paper & signatures of the authorized signatory to be attested by bank)**

**INDEMNITY BOND**

*(For factory destuffing)*

TO,

YANG MING LINE (INDIA) PVT LTD

# C/O MARINE CONTAINER SERVICES (I) PVT LTD.

707, Sun Square, Off. C. G. Road, Nr Hotel Nest.
Navrangpura, Ahmadabad – 380 009
Phone: 079-40808800

Dear Sir,

Sub:- Removal of Import loaded Container No: ---------------------------------BL No ---------------------------------factory destuffing under the Bond/Guarantee.

In consideration of your allowing us.Name of consignee- --------------------------------- (Name of Consignee) at our request to remove the above-mentioned import loaded full container(s) to our premises at ---------------------------------(Address of Consignee). We(Consignee) the under signed hereby undertake and guarantee you (Yang Ming Line (India) Pvt Ltd or their agent now onwards mentioned as The Carrier) the following.

1. We shall at our cost and risk remove the above container(s), (after the payment of customs duty) from nominated site (---------------------------------) to our factory **within 7 days** and return the same to your storage yard (---------------------------------) **within one month from the date of its removal.**
2. The consignee or his clearing agents or transporter or contractor shall take all reasonable care to ensure and will return the container in sound condition as at time of delivery and for failure to do so we(Consignee) will be solely liable for cost of repair and damage. For this purpose the amount assessed by Carrier’s surveyors and their reports and findings shall be binding to the consignee.
3. We shall at our cost arrange to survey the containers by Carrier’s Surveyors before removal from nominated site and after returning at your storage yard.
4. The consignee agrees to indemnify the carriers. Against any loss, damage, cost or expenses suffered or incurred by movement of the containers while in possession of the consignee arising out of or connected with the injury or death of any person or damage to property in the course of such movement and destuffing operations.
5. In case container(s) are **lost** whilst in our custody we shall be liable to indemnify the carrier for claims to the extent of Rs. 2,50,000/-(Rupees Two Lakh Fifty Thousand Only) per 20’ container and Rs. 5,00,000/- (Rupees Five Lakh Only) per 40’ container as the container cost and the customs duty on the above container cost.
6. **We shall produce the original triplicate of Bill of Entry duly endorsed by customs within 7 days from the date of returning the containers along with survey reports.**
7. If the container not received by the carrier within the period allowed. We will be liable to pay detention charges as per liner tariff.

1. **In case we fail to return the containers within one month from the date of removal. We shall obtain necessary permission from you and customs authorities to return the container with us beyond 30 days.**
2. This guarantee/bond will remain in force from the time the container is delivered to us or our agents in the nominated area i.e. ICD Khodiyar until such time the containers are returned to ICD, Khodiyar and delivered to carrier complying all the requirement as per above undertaking.

CHA Name, Stamp & Signature

--------------------------------- Yours faithfully,

 Director

Stamp & Signature of the Consignee

Pls Advise & suggest on drafting a bond specifically on the matter marked in BOLD fonts.the signature must be bank varifed.