(To be prepared on Consignee’s letter head & signature to be attested by the Bank)

Date :

To,

Yang Ming Line (India) Pvt. Ltd.

13th Floor, Centre 1, World Trade Centre,

Cuffe Parade, Mumbai 400 005.

Dear Sirs,

Sub : M.V. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Voy. \_\_\_\_\_\_\_\_\_

IGM no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_

Item No. \_\_\_\_\_\_\_\_\_\_ MBL No. \_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_\_

Container No/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Whereas we, Consignee / Customs House agents intend to take our Import containers by road from Nhava Sheva / Mumbai CFS to our premises for destuffing. We undertake to bear the entire cost of transportation and handling charges for the said container/s from the time of picking up the laden container/s from Mumbai Port / Nhava Sheva CFS premises till the time of delivery of empty container to the depot designated by you.

In consideration of your allowing us to remove the above mentioned import laden container/s from Nhava Sheva CFS or Mumbai Port to our premises, we, Consignee / Customs House agents, hereby undertake and guarantee you the following:-

1. All formalities with the Customs / Port authorities etc. will be our responsibility and all costs thereof will be borne by us.
2. We shall at our cost and risk remove the above container/s after payment of Customs duty from Docks / CFS to our premises situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Please mention factory address) within 5 Calendar days and returns the same to your designated empty storage depot within the stipulated period. We also undertake to ensure that utmost care is taken by us for the safe transit, handling and re-delivery of the container/s and will settle such amount as may be assessed by the surveyors deputed by you for any damage to the container while in our custody.
3. In case, we fail to return the empty container/s within the stipulated period as indicated in the Empty Offloading letter issued by your office, we shall re-validate the Empty Offloading letter after payment of applicable detention charges.
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 Twenty feet container, Rs. 5,44,000 per Forty feet container, Rs. 1,20,0000 per 20’ Reefer container and Rs.1,80,0000 for a 40’ Reefer and Rs. 7,50,000 (Rupees seven lakh fifty thousand only) for any other type of container which includes Open Top/Flat Rack. In case of total loss, the applicable customs duty or any other charges for total loss container on 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. We further undertake to pay container detention charges as per your Principals tariff which is as under:

|  |
| --- |
| **Effective from 15/JANUARY/2022 On Board Date** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CONTAINER TYPE** | **DETENTION TARIFF** | | | |
| **FREE TIME** | **SLAB DAYS** | **CHARGE** | |
| **20'/DAY** | **40'/DAY** |
| **DC/HQ** | **5 C/days** | **6-10** | **USD 45** | **USD 90** |
| **11-15** | **USD 70** | **USD 140** |
| **16 +** | **USD 100** | **USD 200** |
| **FC/FO** | **3 C/days** | **4-8** | **USD 55** | **USD 110** |
| **9-13** | **USD 80** | **USD 160** |
| **14 +** | **USD 115** | **USD 230** |
| **RF/RQ** | **3 C/days** | **4-8** | **USD 55** | **USD 110** |
| **9-13** | **USD 80** | **USD 160** |
| **14 +** | **USD 115** | **USD 230** |

**Consignee stamp & Signature**  **C.H.A. Stamp & Signature**