

Dock De-Stuffing Bond

If the Bill of Lading is issued under Gold Star Line Ltd or Laurel Navigation Ltd. then the Bond should be in favour of Star Shipping Services (I) Pvt. Ltd.

(To Be Printed on Rs 500/- Non judicial Stamp Paper)

CFS DESTUFFING BOND

This Bond is executed on this _____ day of _____, _____, by

(IN CASE OF COMPANY) – Please fill details below and delete the Partnership and Proprietorship data)

M/s. _____ a Company incorporated under the Indian Companies Act, 1956, having its Registered Office at

(hereinafter referred to as “the Consignee” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns)

OR

(IN CASE OF PARTNERSHIP FIRM) – Please fill the details below and delete the Company and Proprietorship data) M/s _____ a partnership firm duly registered under the Indian Partnership Act, having its office at

(Hereinafter called the “the Consignee” which expression shall unless be repugnant to the subject or context, include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors, and assigns through its partner.)

OR

(IN CASE OF PROPRIETORSHIP FIRM) – Please fill the details below and delete the Company and Partnership data)

Mr. _____, a Proprietorship Concern carrying on business in the name and style M/s.

_____ having his/ her Shop/ Office at _____

(Hereinafter called the “the Consignee” which expression shall unless be repugnant to the subject or context, include his/ her heirs, legal representatives, administrators, executors, successors, and assigns).

In favour of M/s. Zim Integrated Shipping Services (I) Pvt. Ltd./ M/s. Star Shipping Services (I) Pvt. Ltd., (Delete to whomsoever Bond is not executed), a Company registered under the Companies Act,1956 and having its Registered Office at Raheja Centre-Point, 3rd Floor, 294, C.S.T. Road, Off Bandra Kurla Complex, Kalina, Santacruz(E) , Mumbai-400098, India

(Hereinafter referred to as “Company”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns and its Affiliates and Associates).

The above referred Consignee and Carrier shall be individually referred to as “Party” and collectively as “Parties”.

WHEREAS the Consignee is desirous of taking delivery of their Cargo by arranging to de-stuff the Cargo from the Container whilst in the Container Freight Station (CFS) and has requested the company to permit to carry out the de-stuff activity in the Container Freight Station (CFS) so that the Cargo could be moved by them to take the Cargo to their premises under their own responsibility and costs.

AND WHEREAS the Consignee agrees and accepts that in order to carry out the de-stuffing activity in the CFS, the Consignee has to execute a De-stuff Bond on behalf of their Principal carrier i.e. namely M/s Zim Integrated Shipping services Ltd., or M/s. Gold Star Lines Ltd., and M/s. Laurel Navigation Ltd., as may be applicable in each case.

AND WHEREAS The Company based upon their representation and warranties has accepted the request of the Consignee on below terms and condition.

NOW THESE PRESENTS WITNESSETH.

1. The Consignee hereby agrees that at their/ his own cost, responsibility and risk they shall they shall carry out the de-vanning activity from the _____ CFS, after payment of Customs Duty and after arrival of cargo in the said Port/ Terminal/ CFS/ ICD (whichever is later).
2. The Consignee shall directly deal with the CFS and arrange for their own labour, transporter, etc. to ensure that no damage, deliberate or otherwise, is caused to the Container while carrying out the de-stuff activity. If any damage, deliberate or inadvertently is caused to the Container, the Company’s representative whoever is present during the relevant time, shall inspect the said damage and communicate the said damage to the Consignee and/or their Agents.

3. The Consignee hereby agree and undertake that if any damage/s is caused to the container(s) at the time of de-stuffing the Cargo from the Container in the Container Freight Station, the Consignee shall pay the repair/ replacement costs towards damage/s as estimated by the Company surveyors and immediately on demand make payment of such charges towards repairs and/ or replacement without any protest whatsoever within five (5) working days from the date of such demand. However, in order to secure the payment and in terms of guarantee towards the said payment, the Consignee shall hand over a blank crossed cheque drawn in the name of the Company from its regularly operating Bank Account under an implicit understanding that upon the first written communication demanding payment of the repair/ replacement charges, if the Consignee and/ or their Agents either fails/ refuses/ denies to pay the said repair/ replacement charges within five (5) working days of receipt of such written communication, the Consignee authorizes the Company to deposit the said Cheque handed over to the Company by filling the requisite amount towards repairs/ replacement with its Banker for realization.
4. The Consignee irrevocably undertakes that it shall not discharge any instructions to its Banker to stop payment for the said Cheque. The Consignee further irrevocably agrees and accepts that in the event, the said Cheque presented by the Company for recovery of the repairs/ replacement amount is returned unpaid, due to any reasons whatsoever, the Consignee shall make the payment of the same by way of Demand Draft together with the cheque dishonour charges and late payment charges as may be calculated by the Company and informed. Upon the Consignee and/ or their Agents avoiding to make the payment as may be stated to them in the event as hereinbefore stated, the Company shall without further delay take recourse of law and upon the Company succeeding before the Court of Law, the Consignee and/ or their Agents shall make all payments involved in pursuing the said litigation including interest charges and Counsel's fees in addition to the ordered amount.
5. For any delay caused by the Consignee in approaching the Company to take delivery of their cargo from the CFS, the Consignee undertakes and agrees to pay Container detention and other charges as per tariff displayed on Company's official web site i.e. www.zim.com and also undertake to pay the charges when demanded by Company without any delay, dispute or objection.
6. The Consignee hereby agree and undertake that they shall indemnify and keep indemnified the Company, their Director, Agencies, Representative,

Employee, director and their Principal Carriers, Directors, Representative, Employee and Agencies and shall keep harmless from and against all Direct and Indirect Losses, Third Party Claims, Penalty, Taxes, Levy imposed by Custom or other authorities and damages sustained by Company, Principal Carrier (including liquidated damages) and consequences which may arise due to acceptance of request of the Consignee by the Company or failure on part of Consignee for not complying with any of the requisite act/ obligation as stated herein or as per Law/ Rules/ Regulations/ Circular.

7. This Bond shall continue to remain in force and effect till such time the Consignee fulfils all the terms and conditions as stated hereinabove, completes all formalities in accordance with requirements prescribed by Customs and/ or any other Authorities and discharges all the demands made by the company and upon such necessary compliances the Bond shall cease to exist.
8. The Consignee hereby further agrees that this bond shall be binding upon them, should they default in compliance or accomplishment of the guarantees mentioned hereinabove or any of the terms and conditions held to be illegal.
9. Notwithstanding anything stated hereinabove the Consignee hereby agrees, accepts and confirms that the understanding contained in this bond is irrevocable and shall continue to exist till such time that all charges and demands by the Company made as per clause 3 hereinabove with regard to the damage or delay to the Container/s are fully paid and settled in respect of the damaged Container/s and only thereafter this Bond shall cease to exist automatically.
10. Both the parties hereby agree that recital and the annexure shall form and integral part of this Bond.

IN WITNESS WHEREOF, the Consignee has delivered this Bond on the day and the year first above written.

Signed and Delivered by

In the presence of Witness

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For and on behalf of Consignee

(Name and Designation of Signatory and
Consignee rubber stamp)

Address:

Date:

Place:

Signature:

Full Name:

Address:

Date:

Place:

