

## **LOI from consignee for CFS re-nomination v.2020.01**

### **Procedure for non-contractual and non-DPD CFS Re-nominations**

- The consignees appearing on MB/L as well as HB/L (in case of forwarder's B/L involved) will have to submit LOI for each individual request for choice of their CFS (non-DPD). (LOI format is on page 2)
- This LOI either must be endorsed by consignee's bank for signature verification.  
*OR*
- The consignee can submit a separate letter from the bank for signature verification.
- The consignee should submit LOI 3 days prior to the vessel arrival along with following documents.
  - a) Original bill of lading (one of three) and copy of HBL (if forwarder is involved)
  - b) LOI from Consignee as per attach format (on page no. 2) on Original letter head
  - c) LOI from CFS as per attach format (on page no.4) on Original Letter head
- Empties to be returned to carrier's nominated storage yard.

( to be prepared in customer's letter head)

To

CMA CGM Agencies ( India ) Pvt. Ltd,  
India Bulls Finance Center, Tower 3, 8<sup>th</sup> Floor,  
Senapati Bapat Marg, Elphinston (W), Mumbai – 400 013.

Dear Sir/Madam

**Sub : Indemnity Letter for movement of container/s from gateway port to Local CFS till return of the empty container to carrier's nominated empty yard.**

**B/L No.- : ..... Contrs : .....**

**Cnee : .....**

**CFS Full Name - ..... CFS Code for Customs EDI – .....**

**CFS Codes for Terminal : <Terminal name / Code >**

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With reference to above, we are requesting your good office to declare Customs IGM / IAL for Local CFS as ..... and allow us to move the containers to this CFS at our own cost and arrangements.

In consideration of your complying with our request we hereby agree as follows.

1. We hereby undertake to hold M/s CMA CGM, it's underwriters, Subsidiaries, Agencies, Sub-agencies all their representative Directors, Employees harmless in respect of any liability, loss or damage of whatsoever nature which you may sustain in respect with your complying with our instructions and confirm that we shall not make any claim nor issue any proceedings for wrongful delivery or damage of cargo.
2. We undertake to submit all required docs viz. 1/3 Master / House OB/Ls, cnee's authority letter, CHA's acceptance letter etc. at your respective POD office 72 hours prior to vessel arrival.
3. We indemnify you fully against any / all consequences and / or liabilities of any kind whatsoever directly or indirectly arising from your honoring our above request.
4. We shall arrange movement of containers at our own cost, risks and arrangements. All the cost in moving the full box from Terminal to CFS as mentioned above and empty back to your designated empty depot will be on our account.
5. 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 destuffing operation.
6. 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 due to any willful act, negligence by us/our appointed agency or by any

third party, 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.

7. 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. 10,00,000** per 20' Reefer container and **Rs. 18,00,000** per per 40' Reefer container and Rs. 7,50,000 (Rupees seven lakh fifty thousand only) for any other type of container which includes Open Top/Flat Rack. 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.
8. The importer shall be liable for container detention as per tariff or as 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.
9. The Importer/Consignee agrees to return the container in good order and Sound condition at the storage yard designated by "**SHIPPING LINE**" within the period as mentioned on the Delivery Order / Empty Offloading Letter. 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.
10. 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.
11. The Importer will ensure that any claims made towards outstanding detention will be paid within **7 days** of claim made by the Line according to the published tariff. Similarly any damage claims made will be settled next working day on provision of reports and photographs.

- 12. 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 would be responsible for all costs and consequences for the same.
- 13. 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 we 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.
- 14. Disputes, if any, will be subject to jurisdiction of courts having territorial jurisdiction over your principal working office.
- 15. This document 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.

Executor/Executants

*(Name of authorized person signing with designation, name & address of the firm)*

DATED: \_\_\_\_\_

PLACE: \_\_\_\_\_

\_\_\_\_\_  
(Signature attestation by bank)

\*\*\*\*\* (To be prepared on CFS letter head) \*\*\*\*\*

To  
CMA CGM Agencies (India) Pvt. Ltd,  
India Bulls Finance Center, Tower 3, 8th floor,  
Senapati Bapat Marg, Elphinston (West),  
Mumbai 400 013, India.

Dear sir,

**Sub : Indemnity Letter for movement of container/s from NSA port to our CFS /**

**B/L No : ..... Cnee Name : .....**

**Contr Nos. : .....**

**CFS Codes : Customs - ..... NSICT : ..... GTI : ..... JNPT .....**

Dear Sir,

As per Customs facility Notice no. 21/2008 dt. 26.02.2008. We have been selected as preferred CFS by mentioned consignee to handle their above mentioned Import Cargo/contrs at our CFS for clearance / delivery.

In view of above and in order to handle sub contr/s at our CFS we hereby agree as follows.:

1. We hereby undertake to hold M/s CMA CGM, it's underwriters, Subsidiaries, Agencies, Sub-agencies all their representative Directors, Employees harmless in respect of any liability, loss or damage of whatsoever nature which you may sustain in respect with your complying with our instructions and confirm that we shall not make any claim nor issue any proceedings for wrongful delivery of cargo.
2. That it is our sole responsibility to the actual cargo gross weight / dimensions of the cargo which will be carried to our CFS.
3. We shall move the sub containers at our own risk, cost and arrangement to our CFS.
4. That no charges what so ever will be levied /billed to CMA CGM Agencies (I) Pvt. Ltd. for said contrs.
5. We further confirm that in case said container/s is not cleared on time then we would destuff the cargo & handover empty container/s to CMA CGM Agencies (I) Pvt Ltd. within 75 days of its idling period with all cost/liabilities on our account.
6. This letter will remain in force till such time we comply with our above undertaking and fulfill all your requirements.

**Note : In case of ODC container/s we will place our trailers at the time of discharging the container/s and arrange to take onhook delivery from port on same day.**

We thank you for your support and assure our continued patronage further.

With regards.

Signed by (Authorized signatory with Name & Designation).