

DO procedure during COVID-19 lock down period

1. Scanned copy both sides of OBL with bottom right corner cut across the digital signature
2. Written confirmation from Consignee/Holder of OBL that corresponding OBL (including serial numbers) will be surrendered to APL when situation is back to normal (as per enclosed template “Consignee release confirmation COVID19.doc”)
3. Written instruction from Shipper confirming his approval to release goods to receiver (as per enclosed template “Shipper release confirmation COVID19.doc”)

4. Chick List (Form attached)
5. E-do letter (Form attached)
6. KYC / LOI on 500 Rupee stamp paper (as per formal procedure) Signature to be verified from Bank. (form attached)

- Sharing sample below:
- The customer has to cut the OBL with bottom right corner (Marked in red) before scanning.
- i.e - the OBL stands invalid as half of the signature is slashed.



Late payment to be applied as usual if payment is not met within 5 working days from landing date of contrs.

SHIPPER RELEASE CONFIRMATION COVID-19

To : CMA CGM , 4 Quai d'Arenc - 13002 Marseille
France

Date :

Vessel : Voyage N° :

Port of loading :

Port of discharge :

Container number(s) :

Goods description :

B/L N° :

Dear Sirs,

The above goods were shipped on the above vessel by Messrs...*(shipper's name)*..... and consigned to Messrs....*(consignee's name)*..... .

Due to the current situation where COVID-19 virus is spreading worldwide, the consignee cannot surrender the relevant full set of original bills of lading N°..... to your agent CMA CGM C/O APL CO PTE LTD..... *(CMA CGM/APL office to be named)*.

We as shipper of the goods hereby confirm that the value of the cargo above referred, **has been fully paid / will be duly paid***(erase inappropriate mention)* as per terms of sales agreed between the seller and the buyer.

Therefore we irrevocably instruct you to deliver the above mentioned goods without production of the original bills of lading N°.....to Messrs :

[insert full style name and address of the party to whom the cargo should be delivered]

We confirm having read and accepted the terms and conditions of the APL bill of lading which are located on the CMA CGM /APLWeb site at the following address:

<http://www.cma-cgm.com/products-services/shipping-guide/bl-clauses>

We hereby undertake to hold Messrs. CMA CGM / APL its underwriters, subsidiaries, agencies, sub-agencies, all their representative directors and employees harmless in respect of any liability, loss or damage of whatsoever nature which you may sustain in respect with your complying with our instruction and that we shall not make any claim, nor issue any proceedings, for wrongful delivery of cargo.

Best regards

Signature

Full name& position in the company

Stamp

Consignee Release Confirmation COVID-19

To : CMA CGM , 4 Quai d'Arenc - 13002 Marseille
France

Date :

Vessel : Voyage N° :

Port of loading :

Port of discharge :

Container number(s) :

Goods description :

B/L N° :

Dear Sirs,

The above goods were shipped on the above vessel by Messrs...*(shipper's name)*..... and consigned to Messrs....*(consignee's name)*..... .

Due to the current situation where COVID-19 virus is spreading worldwide, we cannot surrender the relevant full set of original bills of lading N°..... to your agent CMA CGM C/O APL CO PTE LTD *(CMA CGM /APL office to be named)*.

We as cnee of the goods hereby confirm that the value of the cargo above referred, **has been fully paid / will be duly paid** *(erase inappropriate mention)* as per terms of sales agreed between the seller and the buyer.

Therefore we irrevocably instruct you to deliver the above mentioned goods without production of the original bills of lading N°.....to Messrs :

[insert full style name and address of the party to whom the cargo should be delivered]

In consideration of CMA CGM and its agent agreeing to comply with our above request, we hereby undertake and warrant to keep full set of Original BL in our office , and to release them to the above mentioned CMA CGM agency as soon as the situation will come back to normal.

We confirm having read and accepted the terms and conditions of the APL bill of lading which are located on the CMA CGM Web site at the following address:

<http://www.cma-cgm.com/products-services/shipping-guide/bl-clauses>

We hereby undertake to hold Messrs. CMA CGM,/APL its underwriters, subsidiaries, agencies, sub-agencies, all their representative directors and employees harmless in respect of any liability, loss or damage of whatsoever nature which you may sustain in respect with your complying with our instruction and that we shall not make any claim, nor issue any proceedings, for wrongful delivery of cargo.

Best regards

Signature

Full name& position in the company

Stamp

// On Final Cargo receiver Letter Head //

To,

**CMA CGM Agencies (INDIA) Pvt
Ltd**

A/C –APL Co.Pte.Ltd

(APL as Carrier)

Mumbai

BL NO :

HBL NO. :

Clearing Agent / CHA :

Sub Electronic – Delivery Order issuance request

We being entitled to take delivery under above Bill of Lading , hereby Certify that above mentioned CHA are acting as agent for and on behalf of our ourselves and they are entitled to take delivery under above mentioned BL/Way Bill. By releasing the cargo to CHA shall constitute as if goods were released to us and hereby renounce our rights to any future claims or action against your company.

We request Electronic D/O be forwarded mentioning above CHA name to following E-mail address:-

S. NO	E – Mail address
1	
2	

We request Electronic D/O be forwarded to above CHA name through ODEX: Yes [] No []

We indemnify you fully against any /all consequences and /or liabilities of any kind whatsoever directly or indirectly arising from honoring our request.

Date / Location

Company Stamp /

Authorized Signature

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

INDEMNITY BOND

(For factory destuffing)

To,
CMA CGM SA
4 QUAI D'ARENCE
CEDEX-2 13002
MARSEILLES, FRANCE

RE: FACTORY DESTUFFING INDEMNITY BOND FOR ALL
CONTAINERS ARRIVED ON PAN INDIA BASIS.

ACCOUNT/IMPORTER NAME M/S.....

VALIDITY PERIOD FROM 01-JAN-2020 TO 31-DEC-2020

=====

Bond/Carrier Reference : **APL**

Whereas for the purpose of destuffing the cargo we the importer/consignee wish to remove the import laden Container/s from Inland container Depot/Nominated area/Port premises to our factory/warehouse. We as receivers/Consignees are executing this indemnity bond in favor of "**APL Line**" to ensure safe return of the containers within stipulated period of time.

Now therefore in consideration of your allowing us to take container out for destuffing at our site, and also in consideration of your having executed a Bond with the Customs, undertaking the re-export of the containers within the period stipulated by Customs, we, the undersigned hereby undertake and guarantee the following.

(We, the importer agree and undertake for ourselves, our successors and assignees to indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss or damage, demands and costs of whatsoever nature whether direct or indirect which you may sustain while containers are in our custody)

This indemnity in force in addition to standard terms and conditions of bill of lading and its contractual obligations, responsibilities and liabilities bind on merchant including shipper and consignee.

We hereby agree and confirm to abide by the following terms and conditions:

1. We, the importer/consignee shall take all responsibilities and care to ensure that the container/s are handled and returned in safe, sound and seaworthy condition by all whose acts of omission and commission, the importer/consignee are solely liable.

2. 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.

3. 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 or in the possession of any third party or agency appointed by us, 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.

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. 275000** per Twenty feet container, **Rs. 544000** per Forty feet container, **Rs. 1000000** per 20' Reefer container and **Rs. 1800000** for a 40' Reefer and **Rs. 750000** 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. The importer shall be liable for container detention after the allotted **free days / Free time** 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. The Importer shall be liable for revalidation of the return Orders from the Shipping Line when the Container is returned after the prescribed validity date.

6. 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 of validity in the delivery order. 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. Further, the Importer shall be also liable towards the full applicable container costs in the event they are unable to return the empty containers for any reasons whatsoever. The Importer shall also be responsible for all levies, duty, costs, penalties imposed by the Customs due to any Container not exported out by the Carrier in accordance with the collective bond executed by them. These charges shall be paid immediately on a written demand without any delay or protest whatsoever.

7. 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.

8. 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 on the next working day on provision of reports and photographs.

9. 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 the Importer/consignee would be responsible for all costs and consequences for the same.

10. 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 have 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.

11. Disputes, if any, will be subject to jurisdiction of courts having territorial jurisdiction over your principal/registered working office.

12. This document and the indemnity herein 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 or until the date when the payment of all outstanding due is made to the Shipping Line, whichever is later.

13. The Signatory to this Indemnity is duly authorized by the Importers and want of authority shall not be raised as an excuse either for return of empty containers or payment of communicated outstanding amounts to the Carrier.

14. All costs towards the movement of the Container from the Container Terminal to the requested Container Freight Station including transportation, storage and handling costs shall be borne by importer/consignee without any liability/costs on Shipping Line.

Executor/Executants

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

DATED: _____

PLACE: _____

(Signature attestation by bank)

Pls note :::

- CONTAINER BOND is required in case of factory destuffing only
- CONTAINER BOND is required from forwarder as well as ultimate customer too
- CONTAINER BOND will be on PAN INDIA BASIS with yearly validity as 01/01/2020 to 31/12/2020
- CONTAINER BOND will be prepared on stamp Paper of INR 500
- KYC is also required along with CONTAINER BOND (GST Certificate copy, PAN Card copy, and IEC copy is enough against KYC).
- The LOI either must be endorsed by the consignee's bank for signature verification.
OR
The Consignee can take a 'one-time' letter from the Bank for signature verification and submit in Original along with LOI.
- When taking DO for next shipments till the validity of the original LOI , the consignees have to submit
 - a) the photocopy of the original LOI duly endorsed by the consignee's bankOR
 - b) photocopies of the LOI and bank verification letter (in case original LOI is not endorsed by the bank ; but supported by the bank verification letter)



FACTORY DESTUFFING – LOI FORMAT

Dear Valued Customer,

Please note as per the revised process, for all factory destuffing cases customer have to submit LOI as per below format on 500 Rupees stamp paper.

Notes:

- LOI is required in case of factory destuffing only
- LOI is required from forwarder as well as ultimate customer too
- LOI will be on PAN INDIA BASIS with yearly validity as 01/01/2020 to 31/12/2020
- LOI will be prepared on stamp Paper of INR 500
- KYC is also required along with LOI (GST Certificate copy, PAN Card copy, and IEC copy is enough against KYC).

we are reported with a LOI format Effective from January 2020 and same is uploaded in CMA CGM Website.

Please use below link to access the LOI format:

.....

Please contact our customer care representative for the editable copy of the format.

Thank you for your ongoing support. Should you have any questions or concerns, please contact our customer service representative.

**Best Regards,
CMA CGM Agencies India Pvt. Ltd.
19thDecember2019**



Checklist for Import D/O

Date _____

Consignee Name: _____

Tel No.: _____

CHA Name: _____

Tel No.: _____

MBL /HBL No _____

☒
(Please tick the appropriate box)

- 1 Endorsed : OBL ☐ Waybill ☐ TELEX Release ☐
- 2 Delivery Type: Factory De-stuff ☐ CFS De-stuff ☐ LCL ☐ DPD ☐
- 3 LOI for Factory Delivery: MBL Consignee ☐ HBL Consignee ☐
- 4 Factory location: _____
- 5 E-DO LOI on Consignee Letterhead (E-mail ID is Mandatory): ☐
- 6 Date of validity Required : _____
- 7 NOC From Forwarder for HBL Shipments: ☐
- 8 High Seas Sale : ☐ HSS Documents & LOI : ☐
- 9 Mode of Payment : RTGS: ☐ DD/PAYORDER: ☐ CHEQUE: ☐

FOR APL OFFICE USE ONLY

TERMINAL: JNPT: ☐ NSICT: ☐ GTI : ☐ BMCTPL ☐

No. of Detention Free Days: _____ Validity Till _____

Name of CFS /ICD Location: _____

****Special note for customer****

- Please fill all the content of checklist for smooth issuance of Delivery order.
- Separate token to be taken for each BL/HBL.
- Documents will be accepted till 4.00 pm (MON-FRI)
- Please check delivery order for CFS point, Empty validity, Empty or Gang letter upon receipt of delivery order

SECURITY DEPOSIT AGAINST SPECIFIC COMMODITIES (in form of DD/NEFT/RTGS)

Sr. No.	List of Cargo	Security Deposit Per Teu (INR)
1	Naphtha /Naphthalene	25,000
2	Clove	25,000
3	Granite/Marbles	25,000
4	Coal tar or mineral tar pitch	25,000
5	Batteries and battery scrap	40,000