

[TO BE PUBLISHED IN THE GAZETTE OF INDIA, EXTRAORDINARY, PART II, SECTION 3, SUB-SECTION (i)]

Government of India
Ministry of Finance
Department of Revenue
(Central Board of Indirect Taxes and Customs)

Notification No. 38 / 2018-Customs (N.T.)

New Delhi, 11th May, 2018

G.S.R. (E).- In exercise of the powers conferred by section 157, read with sections 30, 30A, 41, 41A, 53, 54, 56, sub-section (3) of section 98 and sub-section (2) of section 158 of the Customs Act, 1962 (52 of 1962), and in supersession of Import Manifest (Vessels) Regulations, 1971, Export Manifest (Vessels) Regulations, 1976 and Transportation of Goods (Through Foreign Territory) Regulations, 1965, the Central Board of Indirect Taxes and Customs hereby makes the following regulations, namely: -

- 1. Short title and commencement.** – (1) These regulations may be called the Sea Cargo Manifest and Transhipment Regulations, 2018.
(2) These regulations shall come into force on 1st August, 2018.
- 2. Definitions.** - (1) In these regulations, unless the context otherwise requires,
 - (a) "Act" means the Customs Act, 1962 (52 of 1962);
 - (b) "arrival manifest" means an integrated declaration required to be delivered by an authorised carrier on arrival of the vessel or train or truck carrying imported goods, export goods and coastal goods;
 - (c) "authorised carrier" means an authorised sea carrier, authorised train operator, shipping line or a custodian registered under regulation 3;
 - (d) "authorised sea carrier" means the master of the vessel carrying imported goods, export goods and coastal goods or his agent;
 - (e) "authorised train operator" means the train operator carrying imported goods, export goods and coastal goods;
 - (f) "Coastal goods transited through a designated foreign route" means:
 - (i) coastal goods transported between an Indian port on east coast and another Indian port on west coast or vice versa, by a vessel through the territorial waters of Sri Lanka, whether or not calling any port in Sri Lanka in between and without change of vessel;

- (ii) coastal goods transported between an Indian port on east coast and a river port in India or vice versa, by a vessel through a route passing through the Bangladeshi waters and without change of vessel;
- (g) “custodian” means a person approved by the Principal Commissioner or the Commissioner of customs, for the purposes of section 45 of the Act;
- (h) “departure manifest” means integrated declaration required to be delivered by an authorised carrier before departure of a vessel or train or truck for imported goods, export goods and coastal goods;
- (i) “Form” means a Form appended to these regulations;
- (j) “Jurisdictional Commissioner of Customs” means the Commissioner of Customs who has granted registration under regulation 3.
- (k) “Special Economic Zone (SEZ)” means special economic zone as per the Special Economic Zones Act, 2005 (28 of 2005);
- (l) any reference to a Commissioner of customs shall also include a reference to Principal Commissioner of customs for purposes of these regulations.

(2) The words and expressions used herein and not defined but defined in the Act shall have the same meaning respectively assigned to them in the Act.

3. Registration. - (1) Any person who is required to deliver arrival manifest or departure manifest shall apply to the jurisdictional Commissioner of Customs for registration in the Form- I.

(2) Where the jurisdictional Commissioner of customs is satisfied with the information provided by the applicant in the Form-I, he shall register such applicant for transacting business under these regulations for a period of three years from the date of issue of such registration.

(3) An authorised carrier registered under these regulations at any customs station, shall be deemed to be registered for other customs stations also, for the purpose of transacting business under these regulations.

(4) The jurisdictional Commissioner of Customs shall review the registration before the expiry of the initial period of registration of three years and may extend such registration to a further period of five years at a time and in case of an authorised economic operator for a period of ten years.

4. Delivery of an Arrival Manifest. - (1) An authorised sea carrier carrying imported goods, export goods or coastal goods, shall deliver the arrival manifest to the proper officer electronically:

Provided that where it is not possible to deliver the arrival manifest electronically then the manifest shall be submitted manually in duplicate with the approval of the Commissioner of Customs.

(2) The arrival manifest shall consist of, -

- (a) an application for entry inwards in Form-II (except in case of vessel carrying exclusive coastal goods);
- (b) a general declaration in Form-III;
- (c) vessel's stores list in Form- IV;
- (d) list of private property in the possession of the Master and crew, in Form- V
- (e) cargo declaration: -
 - (i) for vessel arriving at an Indian port from a Foreign port in Form-VIA; or
 - (ii) for vessel arriving at an Indian Port from another Indian Port directly or through designated foreign route in Form-VIB;
- (f) any other declaration which, under the provisions of the Customs Act or any other Act for the time being in force is required to be delivered to the proper officer on arrival of vessel.

(3) The general declaration and cargo declaration shall be delivered before the departure of the vessel from last port of call and the rest of the arrival manifest shall be delivered before arrival of the vessel.

5. Delivery of a Departure Manifest. – (1) An authorised sea carrier carrying imported goods, export goods, coastal goods or goods meant for foreign transit or foreign transhipment, shall before the departure of the vessel from the port, deliver the departure manifest to the proper officer electronically:

Provided that where it is not possible to deliver the departure manifest electronically, then the manifest shall be delivered manually in duplicate with the approval of Commissioner of Customs before the departure of the vessel.

(2) The departure manifest shall consist of, -

- (a) a general declaration in Form-III;
- (b) a vessel's stores list in Form-IV;
- (c) a list of private property in the possession of the Master and crew, in Form-V;
- (d) a cargo declaration:

- (i) for vessel departing from an Indian port to a Foreign port in Form-VIIA;
or
- (ii) for vessel departing from an Indian Port to another Indian port directly or through designated foreign route in Form-VIIB;

(e) any other declaration which, under the provisions of the Customs Act or any other Act for the time being in force is required to be delivered to the proper officer on arrival of the vessel.

6. Declaration in respect of specific cargo. - (1) the cargo declaration in respect of —

- (a) arms;
- (b) ammunition;
- (c) explosives;
- (d) narcotics and psychotropic substances;
- (e) dangerous drugs;
- (f) gold;
- (g) silver;
- (h) radio-active material

for import, export, transshipment, or for being carried as same bottom cargo shall be delivered in separate sheets and shall be set out in the order of the ports of loading.

(2) Where a vessel does not carry any of the cargoes referred above, a nil declaration shall be delivered.

7. Transshipment of imported goods or export goods between a port/ICD and Inland Container Depot (ICD)/Container Freight Station (CFS) /Special Economic Zone (SEZ). – An authorised carrier shall file a departure manifest before the departure of a train or a truck and arrival manifest upon arrival of the train or truck, as the case may be, in **Form-VIII**.

8. Amendments of arrival or departure Manifest. – Where the proper officer nominated by the Commissioner of customs is satisfied that the arrival manifest or departure manifest is in any way incorrect or incomplete, and that there was no fraudulent intention towards incorrect or incomplete submission as regards the contents thereof, he may permit it to be amended or supplemented.

9. Conditions governing transshipment or transit through a designated foreign route. – (1) The transshipment shall be allowed under the following conditions—

(a) the goods are mentioned in the arrival manifest or departure manifest, as the case may be, for transshipment to any customs station;

(b) such transshipment is by, a vessel, train or a truck or by a combination of two or more of these modes of transport;

(c) the authorised carrier executes a bond in Form-IX A or Form-IX B or Form-IX C or Form-IX D as applicable, with or without bank guarantee or surety:

Provided that where the transshipment of goods is directly between two sea ports, no bond and bank Guarantee shall be furnished;

(d) in the case of imported goods meant for transshipment by land route, the proper officer nominated by the Commissioner of customs shall seal the containers before permitting such transshipment.

(2) In case of coastal goods manifested for transit through a designated foreign territory, the authorised carrier shall execute a bond in Form-X A or Form-X B or Form-X C or Form-X D as applicable with or without bank guarantee or surety.

10. Responsibilities of the authorised carrier under these regulations. - (1) An authorised carrier shall-

(a) transact business in the customs station either personally or through an employee duly approved by the Deputy Commissioner or Assistant Commissioner of Customs, as the case may be;

(b) keep a record of imported goods, export goods, coastal goods or goods brought for transshipment as the case may be, and produce such records to the proper officer as and when required;

(c) keep a record of movement or handling of imported goods, export goods, coastal goods or goods brought for transshipment;

(d) make available track and trace facility for locating imported or export goods, coastal goods or goods brought for transshipment;

(e) be responsible for the safety, security and delivery of imported, export goods or coastal goods under its custody;

(f) be liable to pay duty on goods pilfered, lost during the transit or transshipment thereof in the customs area or enroute;

(g) be responsible for re-export of hazardous goods where such goods are ordered to be exported back to the exporting country;

(h) advise his client to comply with the provisions of the Act and in case of non-compliance, shall bring the matter to the notice of the deputy commissioner or assistant commissioner of customs as the case may be;

(i) not procure or attempt to procure directly or indirectly, information from the government records or other government sources of any kind to which access is not granted by the proper officer;

(j) ensure electronic transmission of delivery orders to the importer or the consignee and intimation of the same to the custodian and the proper officer;

(k) publish and display at prominent places including website or webpage of the authorised carrier the schedule of charges for the various services provided by him in relation to the imported goods or export goods or coastal goods in the customs area;

(l) not charge any rent or demurrage on the goods seized or detained or confiscated by the Customs Authorities;

(m) abide by all the provisions of the Act and the rules, regulations, notifications and orders issued there under;

(2) The authorised carrier shall not sublet or sub-contract or outsource functions permitted or required to be carried out by him to any other person.

11. Suspension of operations or revocation of registration of an authorised carrier. -

(1) The jurisdictional Commissioner of Customs may revoke the registration of the authorised carrier, for failure to comply with any provisions of the regulations.

(2) The Commissioner of Customs of any customs station on reasonable belief that operations of such authorised carrier is detrimental to the interest of revenue, may suspend their operation in his jurisdiction by an order stating the grounds of suspension.

(3) The Commissioner of Customs shall, within fifteen days from the date of such suspension order, shall give an opportunity of hearing to the person and pass such order within fifteen days from the date of the said hearing, as he deems fit, either revoking the suspension or continuing it for a further period not exceeding ninety days from the date of suspension, as the case may be.

Provided that where the suspension against the authorised carrier has been continued, the Commissioner of Customs concerned shall intimate to the jurisdictional

Commissioner of Customs, about the order within fifteen days from the date of issue of such order.

12. Procedure for revocation of registration.- (1) The jurisdictional Commissioner of Customs shall issue a notice in writing to the authorised carrier stating the grounds on which it is proposed to revoke the registration and requiring the said person to submit within such time as may be specified in the notice not being less than thirty days, to the Deputy Commissioner of Customs or Assistant Commissioner of Customs, as the case may be, nominated by him, a written statement of defence and also to specify in the said statement whether he desires to be heard in person by the said Deputy Commissioner of Customs or Assistant Commissioner of Customs.

(2) On receipt of the written statement from the authorised carrier, or where no such statement has been received within the time-limit specified in the notice, the Deputy Commissioner of Customs or Assistant Commissioner of Customs, may inquire into the grounds of the revocation as stated in the notice.

(3) The Deputy Commissioner of Customs or Assistant Commissioner of Customs, shall in the course of inquiry, consider such documentary evidence and take such oral evidence as required for inquiry and he may also put any question to any person tendering evidence, for or against the authorised carrier, for the purpose of ascertaining the correct position.

(4) The authorised carrier shall be entitled to cross-examine the persons examined in support of the grounds forming the basis of the proceedings and where the Deputy Commissioner of Customs or Assistant Commissioner of Customs, declines to examine any person on the grounds that his evidence is not relevant or material, he shall record his reasons in writing for so doing.

(5) Deputy Commissioner of Customs or Assistant Commissioner of Customs, shall prepare a report of the inquiry recording his findings after the conclusion of the inquiry.

(6) The jurisdictional Commissioner of Customs shall provide to the authorised carrier a copy of the report of the Deputy Commissioner of Customs or Assistant Commissioner of Customs, and shall require the authorised carrier to submit within the specified period not

being less than thirty days any submission against the findings of the Deputy Commissioner of Customs or Assistant Commissioner of Customs.

(7) The jurisdictional Commissioner of Customs shall, after considering the report of the inquiry, and the submission thereon, if any, made by the authorised carrier, pass such orders as he deems fit.

- 13. Imposition of Penalty.** -An authorised carrier who contravenes any provision of these regulations shall be liable to a penalty which may extend to rupees fifty thousand.
- 14. Appeal-**Any person aggrieved by any decision or order passed under this regulation, may appeal under section 129A of the Act to the Customs, Excise and Service Tax Appellate Tribunal, established under sub-section (1) of section 129 of the Act.

[F. No.450/58/2015- Cus IV]

(Zubair Riaz)
Director (Customs)

FORM – I

[See Regulation 3 (1)]

Application for Registration

1. Name of applicant with details of Permanent Account Number (PAN):-
(In case the applicant is a firm or a company, the name of each of the partners of the firm or the directors of the company as the case may be)
2. Contact details:
 Phone number:

 Email address:
3. Full address of the applicant:-
(In case the applicant is a firm or a company, the full address of each of the partners of the firm or the directors of the company as the case may be)
4. The name(s) and address of the authorized person:-

 (In case the applicant is a firm or a company, the name(s) of its partner or partners or director or directors or duly authorized employees who will actually be engaged in the work of filing Arrival/ Departure manifest).
5. Educational qualification of each of the persons who will actually be engaged in the filing of Arrival/ Departure manifest: -
6. Details of cases booked under Customs Act against the applicant, if any: -
7. The enclosures: -
 - (a) Copy of contract, or
 - (b) Memorandum of understanding, or
 - (c) Agreement entered into with the foreign authorising agent.

I/We hereby declare that the contents of the above paragraphs are true to the best of my/our knowledge.

Date: -

Place:-

Signature of the applicant(s).

Form – II

[See Regulation 4 (2) (a)]

[Application for Entry Inwards]

Sl. No.	Field Description	
(1)	(2)	(3)
1.	Custom House Code	
2.	Arrival Manifest No.	
3.	Arrival Manifest Date	
4.	IMO Code of Vessel	
5.	Vessel Code (Call sign)	
6.	Voyage No.	
7.	Shipping Line Code	
8.	Authorised Sea Carrier Code	
9.	Master's Name	
10.	Port of Arrival	
11.	Last Port Called	
12.	Port Called prior to the port mentioned at Sl.No.11	
13.	Port Called prior to the port mentioned at Sl.No.12	
14.	Vessel type	
15.	Total No. of Lines	
16.	Brief Cargo Description	
17.	Light house dues (in INR)	
18.	Ship Stores Declaration (Y/N)	
19.	Crew List Declaration (Y/N)	
20.	Passenger List Declaration (Y/N)	
21.	Crew Effect Declaration (Y/N)	
22.	Maritime Declaration (Y/N)	
23.	Terminal Operator Code	

Form – III

[See Regulations 4 (2) (b) and 5 (2) (a)]

[General Declaration]

Sl. No.	Description	
(1)	(2)	(3)
1.	Name of Shipping line, agent etc.	
2.	Authorized Sea Carrier Code	
3.	Name and description of ship	
4.	Port of arrival	
5.	Expected date and time of arrival	
6.	Nationality of ship	
7.	Name of Master	
8.	Certificate of registry (Port, date, number)	
9.	Name and address of ship's agent	
10.	Gross tonnage	
11.	Net tonnage	
12.	Number of crew (incl. Master)	
13.	Crew List	
14.	Number of passengers	
15.	Passenger List	

Form – IV

[See Regulations 4 (2) (c) and 5 (2) (b)]

(Vessel's Stores List)

S. No.	Description	
1	Arrival/ Departure Manifest No.	
2	Arrival/ Departure Manifest date	
3	Number of persons on Board	
4	Period of stay	
5	Place of storage	
6	Name of article and quantity	

Note: The vessel's stores list at the time of departure from the last port of call shall also be delivered upon arrival of the vessel.

Form – V

[See Regulations 4 (2) (d) and 5 (2) (c)]

(Crew's Effects Declaration)

S. No.	Description			
1	Arrival/ Departure Manifest No.			
2	Arrival/ Departure Manifest date			
3	Name of the person	Rank of Rating	Effects which are dutiable or subject to prohibitions or restrictions or effects having value exceeding Rupees 3000 (e.g. wines, sprits, cigarettes, tobacco, currency, etc.)	Signature

Note: The list of private property in the possession of the Master and crew at the time of departure from the last port of call shall also be delivered upon arrival of the vessel.

FORM – VIA

[See Regulations 4 (2) (e) (i)]

This form is applicable for the following categories of cargo, namely: -

Goods to be landed:

- (i) Goods (including unaccompanied baggage) to be landed meant for home clearance;
- (ii) Goods (including unaccompanied baggage) to be landed meant for clearance at another Indian port (Domestic transshipment)
- (iii) Goods to be landed but destined for a foreign port (Foreign transshipment)

Goods continue to be On-board:

- (i) Domestic transit goods
- (ii) Foreign transit goods

Explanation 1: Goods meant for home clearance means the goods to be cleared for home consumption or for warehousing at the port of unloading.

Explanation 2: Goods meant for clearance at another Indian port means the goods to be cleared for home clearance at the port other than port of unloading or at any Inland Container Depot.

Explanation 3: Domestic transit goods means the goods destined for Indian port including ICD/SEZ and to remain on-board at the port where Manifest is to be filed.

Explanation 4: Foreign transit cargo means the goods destined for foreign port and to remain on-board at the port where Manifest is to be filed.

Note: The details of the cargo (including unaccompanied baggage) to be landed as declared in the respective forms shall be set out in the order of the ports of loading.

Sl. No.	Field Description	Remarks
(1)	(2)	(3)
1.	Custom House Code	
2.	IMO Code of Vessel	
3.	Vessel Code (Call Sign)	
4.	Voyage No.	
5.	Arrival Manifest No.	Auto Generated
6.	Arrival Manifest Date	Auto Generated
7.	Line no.	
8.	Sub line No.	
9.	Master B/L No.	
10.	Master B/L date	
11.	House B/L No(s).	
12.	House B/L Date(s)	
13.	Port of Loading	
14.	Consignor's Name	[As provided in House Bill of Lading, where Master Bill of Lading and House Bill of Lading both are available]
15.	Consignor's Address	[As provided in House Bill of Lading, where Master Bill of Lading and House Bill of Lading both are available]
16.	Consignor's Code (if any)	
17.	Consignee's Name	[As provided in House Bill of Lading, where Master Bill of Lading and House Bill of Lading both are available]

18.	Consignee's Code (IEC/GSTIN etc.)					
19.	Consignee's Address					[As provided in House Bill of Lading, where Master Bill of Lading and House Bill of Lading both are available]
20.	Name of any other notified party					
21.	PAN of notified party					
22.	Address of notified party					
23.	Nature of cargo (Containerized/ Non-containerised Packaged/ Liquid Bulk/Dry Bulk etc.)					
24.	Item Type (Govt. Cargo, Un-accompanied Baggage or Other Cargo)					
25.	Cargo Movement (Home Clearance, Domestic Transshipment, Foreign Transshipment, Domestic Transit, Foreign Transit)					
26.	Port of Entry					Port of Entry means that port of unloading after which transshipment is to be done by a vehicle (including train)
27.	Destination Port (Port/ICD/CFS/SEZ)					
28.	Mode of Transport (Between port of Entry & destination Port) in sequence					
	From	To	Mode of transport	Authorised Carrier Code	Bond No. of authorized carrier	
	Port of Entry	-----				
	-----	Destination Port				

29.	Goods Description	HS Code	UNO Code	IMDG Code	
30.	Container No.(s)				
31.	Number of packages				
32.	Marks & No. on packages				
33.	Types of packages				
34.	Gross Weight				
35.	Net Weight				
36.	Unit of Weight				
37.	Gross Volume				
38.	Unit of Volume				
39.	Invoice Value of Consignment				
40.	Currency Code				
41.	Shipping Line Code				
42.	Shipping Line Bond No.				

Container details:

1.	Arrival Manifest No.	Auto generated
2.	Arrival Manifest date.	Auto generated
3.	Container No.	
4.	Container Seal No	
5.	Container Agent Code	
6.	Container Status	
7.	Container weight	
8.	ISO Code	

FORM- VIB

[See Regulations 4 (2) (e) (ii)]

This Form is applicable for the following categories of cargo, namely: -

Goods to be landed:

- (i) Imported goods:
 - (a) Goods (including unaccompanied baggage) to be landed meant for home clearance;
 - (b) Goods (including unaccompanied baggage) to be landed meant for clearance at another Indian port (Domestic transshipment)
 - (c) Goods to be landed but destined for a foreign port (Foreign transshipment)
- (ii) Export goods
- (iii) Coastal goods (including such goods transiting through designated foreign route)

(Goods continue to be On-board):

- (i) Imported Goods:
 - (a) Domestic transit cargo
 - (b) Foreign transit cargo
- (ii) Export goods
- (iii) Coastal goods (including such goods transiting through designated foreign route)

Explanation 1: Goods meant for home clearance means the goods to be cleared for home consumption or for warehousing at the port of unloading.

Explanation 2: Goods meant for clearance at another Indian port means the goods to be cleared for home clearance at the port other than port of unloading or at any Inland Container Depot.

Explanation 3: Domestic transit goods means the goods destined for Indian port including ICD/SEZ and to remain on-board at the port where Manifest is to be filed.

Explanation 4: Foreign transit cargo means the goods destined for foreign port and to remain on-board at the port where Manifest is to be filed.

Note: The details of the cargo (including unaccompanied baggage) to be landed as declared in the respective forms shall be set out in the order of the ports of loading.

Sl. No.	Field Description	Remarks
(1)	(2)	(3)
1.	Custom House Code	
2.	IMO Code of Vessel	
3.	Vessel Code (Call Sign)	
4.	Voyage No.	
5.	Arrival Manifest No.	Auto Generated
6.	Arrival Manifest Date	Auto Generated
7.	Line No.	
8.	Sub line No.	
9.	Departure Manifest No. filed at the last port of call	
10.	Departure Manifest date filed at the last port of call	
11.	Line no. in the corresponding Departure Manifest for the Cargo	
12.	Sub line No. in the corresponding Departure Manifest for the Cargo	
	<u>Import Goods</u>	
13.	Master B/L No.	
14.	Master B/L date	
15.	House B/L No(s).	
16.	House B/L Date(s)	
17.	Port of Loading	
18.	Consignor's Name	[As provided in House Bill of Lading, where Master Bill of Lading and House Bill of Lading both are available]

19.	Consignor's Code	
20.	Consignor's Address	[As provided in House Bill of Lading, where Master Bill of Lading and House Bill of Lading both are available]
21.	Consignee's Name	[As provided in House Bill of Lading, where Master Bill of Lading and House Bill of Lading both are available]
22.	Consignee's Code (IEC/GSTIN etc.)	
23.	Consignee's Address	[As provided in House Bill of Lading, where Master Bill of Lading and House Bill of Lading both are available]
24.	Name of any other notified party	
25.	PAN of notified party	
26.	Address of notified party	
27.	Nature of cargo (Containerized/ Non-containerised Packaged/ Liquid Bulk/Dry Bulk etc.)	
28.	Item Type (Govt. Cargo, Un-accompanied Baggage or Other Cargo)	
29.	Cargo Movement (Home Clearance, Domestic Transshipment, Foreign Transshipment, Domestic Transit, Foreign Transit)	
30.	Port of Entry	Port of Entry means that port of unloading after

						which transshipment is to be done by a vehicle (including train).
31.	Destination Port (Port/ICD/ CFS/ SEZ)					
32.	Mode of Transport (Between port of Entry & Destination Port) in sequence					
	From	To	Mode of transport	Authorised Carrier Code	Bond No. of authorized carrier	
	Port of Entry	---				
	---	Destination Port				
33.	Goods Description	HS Code	UNO Code	IMDG Code		
34.	Container Nos.					
35.	Previous Container No. (in case of LCL Segregation/Consolidation at last port)					
36.	Number of packages					
37.	Marks & Number on packages					
38.	Types of packages					
39.	Gross Weight					
40.	Net Weight					
41.	Unit of Weight					
42.	Gross Volume					
43.	Unit of Volume					
44.	Invoice Value of Consignment					
45.	Currency Code					

46.	Shipping Line Code				
47.	Shipping Line Bond No.				
	<u>Export Goods</u>				
48.	Exporter's Name				
49.	Exporter's Code (IEC/GSTIN etc.)				
50.	Exporter's Address				
51.	Consignee's Name				
52.	Consignee's Code				
53.	Consignee's Address				
54.	Master B/L No.				
55.	Master B/L date				
56.	House B/L No				
57.	House B/L Date				
58.	Goods Description	HS Code	UNO Code	IMDG Code	
59.	Nature of goods				
60.	Container Nos.				
61.	Previous Container No. (in case of LCL Segregation/Consolidation at last port)				
62.	Number of packages				
63.	Marks & No. on packages				
64.	Shipping Bill No.				
65.	Shipping Bill Date				
66.	Gateway Port				
67.	Destination Port				
68.	Destination Country				

	<u>Coastal Goods</u>	
69.	Bill of Lading No.	
70.	Bill of Lading Date	
71.	Consignor's Name	
72.	Consignor's Code (GSTIN/PAN etc.)	
73.	Consignor's Address	
74.	Consignee's Name	
75.	Consignee's Code (GSTIN/PAN etc.)	
76.	Consignee's Address	
77.	Goods Description	HS Code
78.	Number of packages	
79.	Marks & No. on packages	
80.	Gross Weight	
81.	Net Weight	
82.	Unit of Weight	
83.	Gross Volume	
84.	Unit of Volume	
85.	Container No (s)	
86.	Container Seal No.	
87.	Bill of Coastal Goods No.	
88.	Bill of Coastal Goods Date	
89.	Invoice Value of the consignment	
90.	Shipping Line Code	
91.	Shipping Line Bond No.(If Goods transiting through designated foreign route)	

Container details:

1.	Arrival Manifest No.	Auto generated
2.	Arrival Manifest date.	Auto generated
3.	Container No.	
4.	Container Seal No	
5.	Container Agent Code	
6.	Container Status	
7.	Container weight	
8.	ISO Code	

FORM – VIIA

[See Regulations 5 (2) (d) (i)]

This form is applicable to the following categories of cargo, namely: -

Goods loaded at the port:

- (i) Imported goods destined for a foreign port
- (ii) Export Goods

Goods loaded at the previous ports and remained on-board:

- (i) Imported goods destined for a foreign port
- (ii) Export goods

Sl. No.	Field Description	
(1)	(2)	(3)
1.	Custom House Code	
2.	IMO Code of Vessel	
3.	Vessel Code (Call Sign)	
4.	Voyage No.	
5.	Departure Manifest No.	Auto generated
6.	Departure Manifest Date	Auto generated
7.	Line No.	
8.	Sub line No.	
	<u>Imported Goods</u>	
9.	Arrival Manifest No. by which goods arrived at the port	
10.	Arrival Manifest date corresponding to Sl. No. 9	
11.	Line No. corresponding to Sl. No. 9	
12.	Sub Line No. corresponding to Sl. No. 9	
13.	Master B/L No.	
14.	Master B/L date	
15.	House B/L No.	
16.	House B/L Date	
17.	Port of Loading	
18.	Last port of call	
19.	Consignor's Name	
20.	Consignor's Address	
21.	Consignor's Code	
22.	Consignee's Name	

23.	Consignee's Code				
24.	Consignee's Address				
25.	Name of any other notified party				
26.	PAN of notified party				
27.	Address of notified party				
28.	Nature of cargo (Containerized/ Non-containerised Packaged/ Liquid Bulk/Dry Bulk etc.)				
29.	Destination Port				
30.	Goods Description	HS Code	UNO Code	IMDG Code	
31.	Container Nos.				
32.	Previous Container No. (in case of LCL Consolidation at port)				
33.	Number of packages				
34.	Marks & No. on packages				
35.	Types of packages				
36.	Gross Weight				
37.	Net Weight				
38.	Unit of Weight				
39.	Gross Volume				
40.	Unit of Volume				
41.	Invoice Value of Consignment				
42.	Currency Code				
43.	Shipping Line Code				
44.	Shipping Line Bond No.				
	<u>Export Goods</u>				
45.	Arrival Manifest No. by which goods arrived at the port, if any				

46.	Arrival Manifest Date corresponding to Sl. No. 45				
47.	Line No. corresponding to Sl. No. 45				
48.	Sub Line No. corresponding to Sl. No. 45				
49.	Exporter's Name				
50.	Exporter's Code (IEC/GSTIN etc.)				
51.	Exporter's Address				
52.	Consignee's Name				
53.	Consignee's Code				
54.	Consignee's Address				
55.	Master B/L No.				
56.	Master B/L date				
57.	House B/L No				
58.	House B/L Date				
59.	Goods Description	HS Code	UNO Code	IMDG Code	
60.	Nature of cargo (Containerized/ Non-containerised Packaged/ Liquid Bulk/Dry Bulk etc.)				
61.	Container Nos.				
62.	Previous Container No. (in case of LCL Consolidation at port)				
63.	Number of Packages				
66.	Marks & No. on packages				
67.	Shipping Bill No.				
68.	Shipping Bill Date				
69.	Gateway Port				
70.	Destination Port				
71.	Destination country				

72.	Shipping Line Code	
-----	--------------------	--

Container Details:

1.	Departure Manifest No.	Auto generated
2.	Departure Manifest date.	Auto generated
3.	Container No.	
4.	Container Seal No	
5.	Container Agent Code	
6.	Container Status	
7.	Container weight	
8.	ISO Code	
9.	Arrival Manifest No. by which Container arrived in India	
10.	Arrival Manifest date corresponding to Sl. No. 9	

FORM- VIIB

[See Regulations 5 (2) (d) (ii)]

This form is applicable for the following categories of the goods, namely:-

Goods loaded at the port

- (i) Imported goods
 - (a) Domestic transshipment goods;
 - (b) Foreign transshipment goods;
- (ii) Export goods;
- (iii) Coastal Goods (including such goods transiting through designated foreign route)

Explanation I: Domestic transshipment goods means the imported goods destined for Indian port loaded on the vessel for the purpose of transshipment.

Explanation II: Foreign transshipment goods means the imported goods destined for foreign port loaded on the vessel for the purpose of transshipment.

Goods loaded at previous ports and remained on-board

- (i) Imported goods
 - (a) Domestic transit goods
 - (b) Foreign transit goods
- (ii) Export goods
- (iii) Coastal Goods (including such goods transiting through designated foreign route)

Sl. No.	Field Description	Remarks
(1)	(2)	(3)
1.	Custom House Code	
2.	IMO Code of Vessel	
3.	Vessel Code (Call Sign)	
4.	Voyage No.	
5.	Departure Manifest No.	Auto Generated
6.	Departure Manifest Date	Auto Generated
7.	Line No.	
8.	Sub line No.	
	<u>Imported Goods</u>	
9.	Arrival Manifest No. by which cargo arrived at the port	
10.	Arrival Manifest date corresponding to Sl. No. 9	
11.	Line No. corresponding to Sl. No. 9	
12.	Sub Line No. corresponding to Sl. No. 9	
13.	Master B/L No.	
14.	Master B/L date	
15.	House B/L No.	
16.	House B/L Date	
17.	Port of Loading	
19.	Consignor's Name	
20.	Consignor's Code	
21.	Consignor's Address	
22.	Consignee's Name	

23.	Consignee's Code (IEC/GSTIN etc.)					
24.	Consignee's Address					
25.	Name of any other notified party					
26.	PAN of notified party					
27.	Address of notified party					
28.	Nature of cargo (Containerized/ Non-containerised Packaged/ Liquid Bulk/Dry Bulk etc.)					
29.	Item Type (Govt. Cargo, Un-accompanied Baggage or Other Cargo)					
30.	Cargo Movement (Domestic Transshipment, Foreign Transshipment, Domestic Transit, Foreign Transit)					
31.	Port of Entry				Port of Entry means that port of unloading after which transshipment is to be done by a vehicle (including train)	
32.	Destination Port/ICD/ CFS /SEZ					
33.	Mode of Transport (Between port of Entry & Destination Port) in sequence					
	From	To	Mode of transport	Authorised Carrier Code		Bond No. of authorized carrier
	Port of Entry	---				
	---	Destination Port				

34.	Goods Description	HS Code	UNO Code	IMDG Code	
35.	Container Nos.				
36.	Previous Container No. (in case of LCL Consolidation at port)				
37.	Number of packages				
38.	Marks & Number on packages				
39.	Types of packages				
40.	Gross Weight				
41.	Net Weight				
42.	Unit of Weight				
43.	Gross Volume				
44.	Unit of Volume				
45.	Invoice Value of Consignment				
46.	Currency Code				
47.	Shipping Line Code				
48.	Shipping Line Bond No.				
	<u>Export Goods</u>				
49.	Arrival Manifest No. by which goods arrived at the port, if any				
50.	Arrival Manifest Date corresponding to Sl. No. 49				
51.	Line No. corresponding to Sl. No.49				
52.	Sub Line No. corresponding to Sl. No.49				
53.	Exporter's Name				
54.	Exporter's Code (IEC/GSTIN etc.)				
55.	Exporter's Address				

56.	Consignee's Name				
57.	Consignee's Code				
58.	Consignee's Address				
59.	Master B/L No.				
60.	Master B/L date				
61.	House B/L No.				
62.	House B/L Date				
63.	Goods Description	HS Code	UNO Code	IMDG Code	
64.	Nature of goods				
65.	Container Nos.				
66.	Previous Container No. (in case of LCL Consolidation at port)				
67.	Number of Packages				
68.	Marks & number on packages				
69.	Shipping Bill No.				
70.	Shipping Bill Date				
71.	Gateway Port				
72.	Destination Port				
73.	Destination country				
	<u>Coastal Goods</u>				
74.	Arrival Manifest No. by which goods arrived at the port, if any				
75.	Arrival Manifest Date corresponding to Sl. No. 74				
76.	Line No. corresponding to Sl. No. 74				
77.	Sub Line No. corresponding to Sl. No. 74				

78.	Bill of Lading No.	
79.	Bill of Lading Date	
80.	Consignor's Name	
81.	Consignor's Code (GSTIN/PAN etc.)	
82.	Consignor's Address	
83.	Consignee's Name	
84.	Consignee's Code (GSTIN/PAN etc.)	
85.	Consignee's Address	
86.	Goods Description	HS code
87.	No. of Packages	
88.	Marks & No. on packages	
89.	Gross Weight	
90.	Net Weight	
91.	Unit of Weight	
92.	Gross Volume	
93.	Unit of Volume	
94.	Container Nos.	
95.	Container Seal No.	
96.	Bill Of Coastal Goods No.	
97.	Bill of Coastal Goods Date	
98.	Invoice Value of the consignment	
99.	Shipping Line Code	
100.	Shipping Line Bond No.(If Goods transiting through designated foreign route)	

II. Transshipment of Export Goods from ICD/CFS/SEZ to Port/ICD:

(a) Departure Manifest to be filed at ICD/CFS/SEZ:

Authorised Carrier Code:				Bond No. of Authorised Carrier			
ICD/CFS/SEZ:				Departure Manifest No. and Date: Auto generated			
Sl. No.	Container No. & Customs Seal No.	Destination	Gate Time & Date from CFS/ICD/SEZ	Out Date the	Train No./Truck No.	Shipping Bill No(s) & Date	Previous Container No. (in case of LCL segregation or consolidation at ICD)

(b) Arrival Manifest to be filed at port/ICD:

Authorised Carrier Code:				Bond No. of Authorised Carrier			
Customs Station:				Arrival Manifest No. and Date: Auto generated			
Sl. No.	Container No. & Customs Seal No.	Destination	Gate Time & Date at the Port/ICD	In &	Train No./Truck No.	Shipping Bill No.& Date	Previous Container No. (in case of LCL segregation or consolidation at ICD)

Form- IX A
[See Regulation 9 (1) (c)]
(Bond for Transhipment)

KNOW ALL MEN BY THESE PRESENTS that we.....
through our (hereinafter called “authorised carrier” which expression shall include his heirs, executors, administrators and legal representatives) are held and firmly bound to the President of India (hereinafter called “the Government” which expression shall include his successors and assigns) to the sum of Rs for payment whereof we hereby bind ourselves and each of us bind himself and our heirs, executive and administration firmly by these presents.

WHEREAS THE said authorised carrier applied to the Principal Commissioner of Customs or Commissioner of Customs, as the case may be atport / ICD/CFS/ SEZ to permit the transhipment of the goods fully described and specified in the Arrival/ Departure Manifest for transhipment from the _____ to_____.

AND WHEREAS the said Principal Commissioner of Customs or Commissioner of Customs, as the case may be has granted such permission to the said authorised carrier on condition of executing a bond and the said authorised carrier agreed to execute the Bond with such conditions as hereunder written.

Now the condition of the above written Bond is that, if the said authorised carrier shall and will cause the said goods as may be specified in the Arrival/Departure Manifest for such transhipment to be fully and safely transhipped to _____Port/ ICD/ CFS/ SEZ and to be there produced to the proper officer and duly handed over within one month from the date of the above bond or cause the said goods to be otherwise accounted for to the satisfaction of such officer and shall and will provide to the proper officer of Customs, as the case may be, Arrival Manifest Form-VIII filed at destination port/ICD/ CFS/ SEZ specifying the whole of the said goods having been duly received or accounted at the destination port/ICD/ CFS/ SEZ.

And also if the said authorised carrier shall and will, from time to time, and at all times hereafter upon demand by the proper officer of the Government duly authorised in that behalf

pay to the said Government the full Customs duties payable upon or in respect of other goods so permitted to be transhipped as aforesaid, the value of the said goods as the case may be, then the above-written bond shall be void and have no effect otherwise it shall remain in full force and effect.

It is hereby agreed that any amount that may be due from me/us under this Bond may be recovered in the manner laid down in sub-section (i) of Section 142 of the Customs Act, 1962.

SCHEDULE ABOVE REFERRED TO

Signed by the authorised carrier

In the presence of Witnesses.

Signature of the authorised carrier.

Form- IX B
[See Regulation 9 (1) (c)]
(Continuity Bond for Transhipment)

KNOW ALL MEN BY THESE PRESENTS that we.....
through our (hereinafter called “authorised carrier” which expression shall include his heirs, executors, administrators and legal representatives) are held and firmly bound to the President of India (hereinafter called “the Government” which expression shall include his successors and assigns) to the sum of Rs for payment whereof we hereby bind ourselves and each of us bind himself and our heirs, executive and administration firmly by these presents.

WHEREAS THE said authorised carrier applied to the Principal Commissioner of Customs or Commissioner of Customs, as the case may be atport / ICD/CFS/ SEZ for permission from time to time to tranship the goods fully described and specified in the Arrival/ Departure Manifest for transhipment from the _____ to_____.

AND WHEREAS the said Principal Commissioner of Customs or Commissioner of Customs, as the case may be has granted such permission from time to time to the said authorised carrier on condition of executing a bond and the said authorised carrier agreed to execute the Bond with such conditions as hereunder written.

Now the condition of the above written Bond is that, if the said authorised carrier shall and will cause the said goods as may be specified in the Arrival/Departure Manifest for such transhipment to be fully and safely transhipped to _____Port/ ICD/ CFS/ SEZ and to be there produced to the proper officer and duly handed over within one month from the date of the above bond or cause the said goods to be otherwise accounted for to the satisfaction of such officer and shall and will provide to the proper officer of Customs, as the case may be, Arrival Manifest Form-VIII filed at destination port/ICD/ CFS/ SEZ specifying the whole of the said goods having been duly received or accounted at the destination port/ICD/ CFS/ SEZ.

And also if the said authorised carrier shall and will, from time to time, and at all times hereafter upon demand by the proper officer of the Government duly authorised in that behalf pay to the said Government the full Customs duties payable upon or in respect of other goods so permitted to be transhipped as aforesaid, the value of the said goods, as the case may be then the above-written bond shall be void and have no effect otherwise it shall remain in full force and effect.

It is hereby agreed that any amount that may be due from me/us under this Bond may be recovered in the manner laid down in sub-section (i) of Section 142 of the Customs Act, 1962.

SCHEDULE ABOVE REFERRED TO

Signed by the authorised carrier

In the presence of Witnesses.

Signature of the authorised carrier.

Form- IX C
[See Regulation 9 (1) (c)]
(Surety Bond for Transhipment)

KNOW ALL MEN BY THESE PRESENTS that we.....of..... (hereinafter called “authorised carrier” which expression shall include his heirs, executors, administrators and legal representatives) and of.....(hereinafter called “the Surety” which expression shall include his heirs, executors, administrators and legal representatives) are held and firmly bound, jointly and severally, to the President of India (hereinafter called “the Government” which expression shall include his successors and assigns) in the sum of Rs(Rupees.....) of lawful money to be paid to the Government for which payment to be well and truly made we the authorised carrier and the surety jointly and severally bind ourselves.

WHEREAS THE said authorised carrier applied to the Principal Commissioner of Customs or Commissioner of Customs, as the case may be atport / ICD/CFS/ SEZ to permit the transhipment of the goods fully described and specified in the Arrival/ Departure Manifest for transhipment from the _____ to _____.

AND WHEREAS the said Principal Commissioner of Customs or Commissioner of Customs, as the case may be has granted permission to the said authorised carrier on condition that the said authorised carrier and the surety executing such bond as above written agreed to execute the said bond with such conditions as hereunder written.

Now the condition of the above written Bond is that, if the said authorised carrier shall and will cause the said goods as may be specified in the Arrival/Departure Manifest for such transhipment to be fully and safely transhipped to _____Port/ ICD/ CFS/ SEZ and to be there produced to the proper officer and duly handed over within one month from the date of the above bond or cause the said goods to be otherwise accounted for to the satisfaction of such officer and shall and will provide to the proper officer of Customs, as the case may be, Arrival Manifest Form-VIII filed at destination port/ICD/ CFS/ SEZ specifying the whole of

the said goods having been duly received or accounted at the destination port/ICD/ CFS/ SEZ.

And also if the said authorised carrier shall and will, from time to time, and at all times hereafter upon demand by the proper officer of the Government duly authorised in that behalf pay to the said Government the full Customs duties payable upon or in respect of other goods so permitted to be transhipped as aforesaid the value of the said goods, as the case may be, then the above-written bond shall be void and have no effect otherwise it shall remain in full force and effect.

It is hereby agreed that any amount that may be due from me/us under this Bond may be recovered in the manner laid down in sub-section (i) of Section 142 of the Customs Act, 1962.

And it is hereby declared that any forbearance on the part of the said President of India or any Principal Commissioner or Commissioner or any other officer shall not in any way release the said surety, his heirs and representatives from his or their liability under the above written bond

SCHEDULE ABOVE REFERRED TO

Signed by the authorised carrier

In the presence of Witnesses.

Signature of the authorised carrier.

Signed by the surety

In the presence of Witnesses.

Signature of the surety.

Form- IX D

[See Regulation 9 (1) (c)]

(Continuity Surety Bond for Transshipment)

KNOW ALL MEN BY THESE PRESENTS that we.....of..... (hereinafter called “authorised carrier” which expression shall include his heirs, executors, administrators and legal representatives) and of.....(hereinafter called “the Surety” which expression shall include his heirs, executors, administrators and legal representatives) are held and firmly bound, jointly and severally, to the President of India (hereinafter called “the Government” which expression shall include his successors and assigns) in the sum of Rs(Rupees.....) of lawful money to be paid to the Government for which payment to be well and truly made we the authorised carrier and the surety jointly and severally bind ourselves.

WHEREAS THE said authorised carrier applied to the Principal Commissioner of Customs or Commissioner of Customs, as the case may be atport / ICD/CFS/ SEZ for permission from time to time to tranship the goods fully described and specified in the Arrival/ Departure Manifest for transshipment from the _____ to_____.

AND WHEREAS the said Principal Commissioner of Customs or Commissioner of Customs, as the case may be has granted permission from time to time to the said authorised carrier on condition that the said authorised carrier and the surety executing such bond as above written agreed to execute the said bond with such conditions as hereunder written.

Now the condition of the above written Bond is that, if the said authorised carrier shall and will cause the said goods as may be specified in the Arrival/Departure Manifest for such transshipment to be fully and safely transhipped to _____Port/ ICD/ CFS/ SEZ and to be there produced to the proper officer and duly handed over within one month from the date of the above bond or cause the said goods to be otherwise accounted for to the satisfaction of such officer and shall and will provide to the proper officer Arrival Manifest Form-VIII filed at destination port/ICD/ CFS/ SEZ specifying the whole of the said goods having been duly received or accounted at the destination port/ICD/ CFS/ SEZ and also if the said authorised carrier shall and will, from time to time, and at all times hereafter upon demand by the proper

officer of the Government duly authorised in that behalf pay to the said Government the full Customs duties payable upon or in respect of other goods so permitted to be transhipped as aforesaid, the value of the said goods, as the case may be, then the above-written bond shall be void and have no effect otherwise it shall remain in full force and effect.

It is hereby agreed that any amount that may be due from me/us under this Bond may be recovered in the manner laid down in sub-section (i) of Section 142 of the Customs Act, 1962. And it is hereby declared that any forbearance on the part of the said President of India or any Principal Commissioner or Commissioner or any other officer shall not in any way release the said surety, his heirs and representatives from his or their liability under the above written bond

SCHEDULE ABOVE REFERRED TO

Signed by the authorised carrier

In the presence of Witnesses.

Signature of the authorised carrier.

Signed by the surety

In the presence of Witnesses.

Signature of the surety.

FORM- X A

[See Regulation 9 (2)]

(Bond for transit through foreign territory)

KNOW ALL MEN BY THESE PRESENTS that we.....
through our (hereinafter called “authorised carrier” which expression shall include his heirs, executors, administrators and legal representatives) are held and firmly bound to the President of India (hereinafter called “the Government” which expression shall include his successors and assigns) to the sum of Rs for payment whereof we hereby bind ourselves and each of us bind himself and our heirs, executive and administration firmly by these presents.

WHEREAS THE said authorised carrier applied to the Principal Commissioner of Customs or Commissioner of Customs, as the case may be atport to permit the transit of the coastal goods from _____to _____ through _____fully described and specified in the Departure Manifest.

AND WHEREAS the said Principal Commissioner of Customs or Commissioner of Customs, as the case may be has granted permission for the transit of the said coastal goods from _____to_____ through _____on the condition that the said authorised carrier agreed to execute the said bond with such conditions as hereunder written.

Now the condition of the above-written Bond is such that in case,

- (a) the containers brought back to the destination port after transit differ from the description given in the said Departure Manifest or
- (b) the contents thereof have been wrongly described in the said Departure Manifest; or
- (c) goods mentioned in the said Departure Manifest are not accounted to the satisfaction of the Principal Commissioner of Customs or Commissioner of Customs, as the case may be, or in case the said goods or any part thereof being subject to export duty or any restrictions under the Customs Act, 1962 (52 of 1962) or any other Act or otherwise, have been lost while in transit over any foreign territory.

I/We agree to pay on demand to the President of India the amount of value of the said goods, and also such amount of penalty as may "be adjudged or imposed by the proper officer on me/us under the Customs Act, 1962.

It is hereby agreed that any amount that may be due from me/us under this Bond may be recovered in the manner laid down in sub-section (i) of Section 142 of the Customs Act, 1962.

SCHEDULE ABOVE REFERRED TO

Signed by the authorised carrier

In the presence of Witnesses.

Signature of the authorised carrier.

FORM- X B

[See Regulation 9 (2)]

(Continuity Bond for transit through foreign territory)

KNOW ALL MEN BY THESE PRESENTS that we.....
through our (hereinafter called “authorised carrier” which expression shall include his heirs, executors, administrators and legal representatives) are held and firmly bound to the President of India (hereinafter called “the Government” which expression shall include his successors and assigns) to the sum of Rs for payment whereof we hereby bind ourselves and each of us bind himself and our heirs, executive and administration firmly by these presents.

WHEREAS THE said authorised carrier applied to the Principal Commissioner of Customs or Commissioner of Customs, as the case may be atport for permission from time to time, for the transit of the coastal goods from _____to _____ through _____fully described and specified in the Departure Manifest.

AND WHEREAS the said Principal Commissioner of Customs or Commissioner of Customs, as the case may be has granted permission from time to time for the transit of the said coastal goods from _____to_____ through _____on the condition that the said authorised carrier agreed to execute the said bond with such conditions as hereunder written.

Now the condition of the above-written Bond is such that in case,

(a) the containers brought back to the destination port after transit differ from the description given in the said Departure Manifest or

(b) the contents thereof have been wrongly described in the said Departure Manifest; or

(c) goods mentioned in the said Departure Manifest are not accounted to the satisfaction of the Principal Commissioner of Customs or Commissioner of Customs, as the case may be, or in case the said goods or any part thereof being subject to export duty or any restrictions under the Customs Act, 1962 (52 of 1962) or any other Act or otherwise, have been lost while in transit over any foreign territory.

I/We agree to pay on demand to the President of India the amount of value of the said goods, and also such amount of penalty as may "be adjudged or imposed by the proper officer on me/us under the Customs Act, 1962.

It is hereby agreed that any amount that may be due from me/us under this Bond may be recovered in the manner laid down in sub-section (i) of Section 142 of the Customs Act, 1962.

SCHEDULE ABOVE REFERRED TO

Signed by the authorised carrier

In the presence of Witnesses.

Signature of the authorised carrier.

FORM- X C

[See Regulation 9 (2)]

(Surety Bond for transit through foreign territory)

KNOW ALL MEN BY THESE PRESENTS that we.....of..... (hereinafter called “authorised carrier” which expression shall include his heirs, executors, administrators and legal representatives) and of.....(hereinafter called “the Surety” which expression shall include his heirs, executors, administrators and legal representatives) are held and firmly bound, jointly and severally, to the President of India (hereinafter called “the Government” which expression shall include his successors and assigns) in the sum of Rs(Rupees.....) of lawful money to be paid to the Government for which payment to be well and truly made we the authorised carrier and the surety jointly and severally bind ourselves.

WHEREAS THE said authorised carrier applied to the Principal Commissioner of Customs or Commissioner of Customs, as the case may be atport to permit the transit of the coastal goods from _____ to _____ through _____ fully described and specified in the Departure Manifest.

AND WHEREAS the said Principal Commissioner of Customs or Commissioner of Customs, as the case may be has granted permission for the transit of the said coastal goods from _____ to _____ through _____ on the condition that the said authorised carrier and the surety executing such bond as above written agreed to execute the said bond with such conditions as hereunder written.

Now the condition of the above-written Bond is such that in case,

- (a) the containers brought back to the destination port after transit differ from the description given in the said Departure Manifest or
- (b) the contents thereof have been wrongly described in the said Departure Manifest; or

(c) goods mentioned in the said Departure Manifest are not accounted to the satisfaction of the Principal Commissioner of Customs or Commissioner of Customs, as the case may be, or in case the said goods or any part thereof being subject to export duty or any restrictions under the Customs Act, 1962 (52 of 1962) or any other Act or otherwise, have been lost while in transit over any foreign territory.

I/We agree to pay on demand to the President of India the amount of value of the said goods, and also such amount of penalty as may "be adjudged or imposed by the proper officer on me/us under the Customs Act, 1962.

It is hereby agreed that any amount that may be due from me/us under this Bond may be recovered in the manner laid down in sub-section (i) of Section 142 of the Customs Act, 1962. And it is hereby declared that any forbearance on the part of the said President of India or any Principal Commissioner or Commissioner or any other officer shall not in any way release the said surety, his heirs and representatives from his or their liability under the above written bond

SCHEDULE ABOVE REFERRED TO

Signed by the authorised carrier

In the presence of Witnesses.

Signature of the authorised carrier.

Signed by the surety

In the presence of Witnesses.

Signature of the surety.

FORM- X D

[See Regulation 9 (2)]

(Continuity Surety Bond for transit through foreign territory)

KNOW ALL MEN BY THESE PRESENTS that we.....of..... (hereinafter called “authorised carrier” which expression shall include his heirs, executors, administrators and legal representatives) and of.....(hereinafter called “the Surety” which expression shall include his heirs, executors, administrators and legal representatives) are held and firmly bound, jointly and severally, to the President of India (hereinafter called “the Government” which expression shall include his successors and assigns) in the sum of Rs(Rupees.....) of lawful money to be paid to the Government for which payment to be well and truly made we the authorised carrier and the surety jointly and severally bind ourselves.

WHEREAS THE said authorised carrier applied to the Principal Commissioner of Customs or Commissioner of Customs, as the case may be atport for permission from time to time, for the transit of the coastal goods from _____ to _____ through _____ fully described and specified in the Departure Manifest.

AND WHEREAS the said Principal Commissioner of Customs or Commissioner of Customs, as the case may be has granted permission from time to time for the transit of the said coastal goods from _____ to _____ through _____ on the condition that the said authorised carrier and the surety executing such bond as above written agreed to execute the said bond with such conditions as hereunder written.

Now the condition of the above-written Bond is such that in case,

- (a) the containers in which they are contained or any of them differ from the description given in the said Departure Manifest or
- (b) the contents thereof have been wrongly described in the said Departure Manifest; or

(c) goods mentioned in the said Departure Manifest are not accounted to the satisfaction of the Principal Commissioner of Customs or Commissioner of Customs, as the case may be, or in case the said goods or any part thereof being subject to export duty or any restrictions under the Customs Act, 1962 (52 of 1962) or any other Act, have been lost while in transit over any foreign territory.

I/We agree to pay on demand to the President of India the amount of value of the said goods, and also such amount of penalty as may "be adjudged or imposed by the proper officer on me/us under the Customs Act, 1962.

It is hereby agreed that any amount that may be due from me/us under this Bond may be recovered in the manner laid down in sub-section (i) of Section 142 of the Customs Act, 1962. And it is hereby declared that any forbearance on the part of the said President of India or any Principal Commissioner or Commissioner or any other officer shall not in any way release the said surety, his heirs and representatives from his or their liability under the above written bond

SCHEDULE ABOVE REFERRED TO

Signed by the authorised carrier

In the presence of Witnesses.
carrier.

Signature of the authorised

Signed by the surety

In the presence of Witnesses.

Signature of the surety.