



**OFFICE OF THE COMMISSIONER OF CUSTOMS
(EXPORT)**

EDI SECTION, 1st FLOOR, NEW BUILDING
NEW CUSTOM HOUSE, BALLARAD ESTATE, MUMBAI-400001

F.No.: S/1-09/2019-20 EDI

Date: 26.03.2021

Public Notice No.: 121/2021
DIN No.: 2021037700000000F09A

Subject: Implementation of the Sea Cargo Manifest and Transhipment Regulations.

Kind attention is invited of all the shipping lines/agents, Exporters, Customs Brokers and custodians and all the stakeholders to the CBIC's Circular No. 43/2020- Customs dated 30.09.2020 issued by Deputy Secretary (Customs), CBIC on the above-mentioned subject. Reference is also invited to CBIC's Notification No. 38/2018-Customs (N.T.) dated 11.05.2018 vide which the Sea Cargo Manifest and Transhipment Regulation (SCMTR), 2018 were notified. The Notification No. 38/2018-Customs (N.T.) dated 11.05.2018 further amended by Notification No.65/2018-Cus.(NT) dated 30.07.2018, Notification No.88/2018-Cus.(NT) dated 3.10.2018 (this office Public Notice No. 66/2019 may also be referred to), Notification No. 17/2019-Cus. (N.T.), dated 27-2-2019, Notification No. 54/2019-Customs (N.T.) dated 01.08.2019, Notification No. 78/2019-Customs (N.T.) dated 31.10.2019, Notification No. 14/2020-Customs (N.T.) dated 14.02.2020.

2. Reference is invited to ICES advisory No. 40/2020 dated 19.10.2020 issued by DGoS, ICES on the above subject, and subsequent Public Notice No. 71/2020 dated 22.10.20 issued by Export Commissionerate for implementation of the Sea Cargo Manifest and Transhipment Regulation regarding filing of Allowed for Shipment request (ASR) and Cargo Summary Notification (CSN) declarations issued to all the shipping lines/agents, Exporters, Customs brokers, custodians and all the stakeholders and also refer to Public Notice No. 74/2020 dated 11.11.20 read with the CBIC Circular No. 43/2020- Customs dated 30.09.2020 mentioning therein the procedural compliance requirements along with the implementation plan for filing of mandatory SCMTR related declarations by various stakeholders. For reference, a summarised workflow under SCMTR and the role played by each stakeholder is enclosed in Annexure-A to Public Notice No. 74/2020 dated 11.11.20. The Annexure A of the above public notice provides for mandatory filing of different declarations in new format in a phased manner with given timelines.

3. Regulation 3 of Sea Cargo manifest and Transhipment Regulations, 2018 and Sea Cargo manifest and Transhipment (Amendment), Regulations, 2020 states that –

"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.

"Provided that the postal authority shall not be required to apply for the registration in case such authority intimates to the jurisdictional Commissioner of customs in writing, to transact business under these regulations.";

(1A) "Any other person notified by the Central Government for the purposes of filing arrival or departure manifest, shall be required to enter into a bond of rupees ten lakh in Form- XI and furnish a bank guarantee, or a postal security or National Saving Certificate or a fixed deposit receipt issued by a Nationalized bank, in the name of the Commissioner of Customs, for an amount of rupees ten lakhs alongwith Form-I:

Provided that any Authorised Economic Operator (AEO) shall not be required to furnish a bank guarantee, or a postal security or National Saving Certificate or a fixed deposit receipt issued by a Nationalised bank for an amount of ten lakh rupees."

4. Reference is invited to ICES advisory 01/2020 (SCMTR) dated 13.01.2020 (this office Public Notice No. 01/2020 dated 20.01.2020 may also referred to) regarding Registration and application process for all the stakeholders provided under Table 1 which states that Entity type ANC- other notified Carriers (Description: Freight forwarders, NVOCC) requires to tender National Surety Bond (Bond Code = SB) as per regulation 3 (1A) in the system before approval of registration by concerned Customs officer.

5. The Regulation 3 (1A) is further amended by the Para 2 of Notification No. 94/2020-Customs (N.T.) dated 30.09.2020 (this Office Public Notice No. 74/2020 may also be referred to) wherein bond and bank guarantee or postal security or National Savings Certificate or fixed deposit, as required under Regulation 3(1A) has been reduced to Rs 5,00,000/- from Rs 10,00,000/-. It is also informed by the Notification No. 94/2020-Customs(N.T.) dated 30.09.2020, in addition to Authorised Economic Operators (AEOs), 'Customs Brokers' who are already licensed under the Customs Brokers Licensing Regulations, 2018, who are authorised to issue delivery orders, are also exempted from the requirement to furnish a fresh bank guarantee or postal security or National Savings Certificate or fixed deposit, under proviso to Regulation 3(1A) of the SCMTR

6. Regulation 9 of Sea Cargo manifest and Transhipment (Amendment), Regulations, 2020 states that-

"9. Conditions governing transhipment or transit through a designated foreign route. – (1) The transhipment 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 transhipment to any customs station;

b. such transhipment 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 transhipment of goods is directly between two sea ports, no bond and bank Guarantee shall be furnished;

d. in case of imported goods or export goods meant for transhipment by land route, the officer authorised by the Commissioner of customs, shall seal the container or the bonded truck or covered truck or wagon, as the case may be, before permitting such transhipment:

Provided that Commissioner of custom may, in certain cases, allow transhipment without sealing the container or the bonded truck or covered truck or wagon, for reasons to be recorded in writing.”;

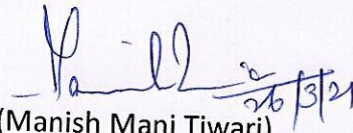
(2) In case of coastal goods manifested for transit through a designated foreign route, the authorised carrier shall execute a bond in Form-X A or Form-X B or Form-X C or Form- X D as applicable with or without bank guarantee or surety.”

7. A national container bond has been introduced in the Customs System with the category name CG and this Bond has to be submitted by Vessel operator (Shipping Lines) vide para 6.1 of Public Notice No. 74/2020 dated 11.11.2020 and the a new national Transhipment Bond with category 'TG' is required to be executed by Authorised Transhipper(ATP) who is responsible for the movement of the import/export goods vide para 8 of Public Notice No. 74/2020 dated 11.11.2020.

7.1. Bond mentioned in above para 7, shall be submitted before the Asstt./Deputy Commissioner of Customs, Turant Suvudha Kendra, 2nd Floor, New Annex Building, NCH, Mumbai in the prescribed format mentioned in para 9 of this Public Notice.

8. Any difficulty faced may kindly be brought to the notice of Assistant Commissioner of Customs, Turant Suvidha Kendra, NCH, Mumbai vide email id tsk.mumcuszone1@gov.in

9. The format for submitting Bond for Transshipment, Continuity Bond for transshipment, Surety Bond for Transshipment, Continuity Surety Bond for Transshipment, Bond for transit through foreign territory, Continuity for transit through foreign territory, Surety Bond for transit through foreign territory, Continuity Surety Bond for transit through foreign territory Bond, Container Bond and Form-XI is as under: -


(Manish Mani Tiwari)

Commissioner of Customs (Export)
Mumbai Customs Zone-I

Form- IX A

[See Regulation 9 (1) (c)]

(Bond for Transshipment)

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 Five Lakh 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 transshipment of the goods fully described and specified in the Arrival/ Departure Manifest for transshipment from ___ 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 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 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 Five Lakh 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 5,00,000/- (Rupees Five Lakh Only) 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 5,00,000/- (Rupees Five Lakh Only) 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 hereunderwritten.

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 at port 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 at port to permit the transit of the coastal goods from to throughfully 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 at port 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.

Signed by the surety

In the presence of Witnesses.

Signature of the authorised carrier.

Signature of the surety.

"Form – XI (See regulation 3 (1A))"

Know all men by these present that we are held and firmly bound to the President of India in the sum of Rs. ten lakhs for payment whereof we hereby bind ourselves, and each of us bind himself and each of our heirs, executors and administrators firmly by these present dated this day of in the year two thousand.....

Whereas the said has been registered to act as an authorised carrier under Sea Cargo Manifest and Transhipment Regulations, 2018 and the said has agreed to enter into this bond as required by under the said regulations.

And whereas the said has deposited the sum of Rs. 5,00,000/- (Rupees Five lakhs) only with the President of India as security for his faithful behaviour and that of his employees as regard the said regulations.

Now the condition of the above written bond is such that if the said and his employees do at all times, whilst holding, such registration as aforesaid, behave themselves in a faithful manner as regards the said regulations and if the said and their executors or administrator fails to comply the obligations under the said regulations, shall forthwith pay to the Government on demand the said sum of Rs. Ten lakhs. AND upon making such payment, the above written obligations shall be void and of no effect, otherwise it shall be and remain in full force and virtue.

Signed, sealed and delivered by the above named on this day, the of 20 in the presence of witnesses.

1.
2.

Accepted for and on behalf of the President of India

Signature of the Principal Commissioner of Customs/Commissioner of Customs

(FORMAT FOR NATIONAL CONTAINER BOND)

THE PRESIDENT OF INDIA
THROUGH THE COMMISSIONER OF CUSTOMS,

KNOW ALL MEN BY THESE PRESENTS that we M/s.....
mumbai as agents of M/s..... (hereinafter called the
"authorised sea carriers (asc)/ authorised sea agents (asa)/ authorised carriers" which
expression shall include its heirs/ executors/ administrators & legal representatives) are held
firmly, bound jointly and severally, to the President of India (hereinafter called the
"Government" which such expression shall include his successors and assigns the sum of
Rs..... in words (Rs.) of lawful money to be paid to the
Government for which payment to be well and truly made we "authorised sea carriers
(asc)/authorised sea agents (asa)/ authorised carriers" and the surety jointly and severally bind.

Steamer agents herein referred to authorised sea agents and as covered by exemption
contained in terms of ministry notifications no.104/94 dated 16/03/1994 to abide by the terms
and conditions

WHEREAS the said authorised carrier applied to the Principal Commissioner of customs or
commissioner of customs, as the case may be at **Mumbai port** / 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 theto

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 such that.

- 1) The authorised carriers shall bring back the container, duly stuffed with export cargo or
empty for re-export within six month and furnish such information evidencing the export of such
container within 21 days from the date of re-export.
- 2) If the authorised carriers pays to the Government the duty which would have been leviable
on the container, but for this exemption and /or penalty which may be imposed and during the
bond period agree to submit monthly statement particulars of the container allowed for

clearance and pending for reexport, the above written bond shall be valid and no effect otherwise the same shall remain in full force and virtue.

3) Authorised sea carriers (ASC)/ "authorised sea agents (ASA)/ authorised carriers shall intimate immediately in writing to the Deputy/Asstt. Commissioner of Customs any change alternation, modification or withdrawal in full or partialy of the above said agreement between them and their principal.

04) If there are shippers/consignee's own containers imported, the importer i.e the authorised carriers, shall re-export the same within the stipulated period of six months from the date of their importation and submit the proof of such re-export within 21 days or obtain the clearance for such shipper/consignee's own container from the Deputy/Asstt. Commissioner of Customs, before issuing delivery order of such container.

5) In case of default, duty would be leviabe on actual calculation based on value of the container and the rate of duty applicable at the time of import besides penal action that will be initialised uder section 112/117 of the Custom Act, 1962.

6) We hereby undertake that the containers imported under this bond will not be used for domesticiation. and it is hereby agreed and declared by and between the parties as follows:

01) This bond is given under the order of the Central Government for the performance of an act in which the public is interested.

02) This bond shall remain in force for a period of 12 months from the date hereof or till the demands, if any are paid or withdrawn and obligation and liability of the importer shall be continued in respect of all the container imported, cleared out of docks from time to time by the importer/exporter between the period of 12 months i.e. from to

03) The "authorised sea carriers (asc)"/ authorised sea agents (asa)/authorised carriers" shall be solely responsible for re-export the container within the stipulated period even if such containers are off hired or leased.

04) The Deputy/Asstt. Commissioner of Customs, or other officer of the Government of India shall have the full liberty to postpone for any time or from time to time the exercise of any of the powers and rights conferred on them by law for this bond and either to enforce or forbear to enforce such powers and rights or any remedy against the importer/exporter and importer/exporter shall not be released by any such exercise or non-exercise by the Deputy Commissioner of Customs, and other officer of the Government of India.

05) the Government through the Deputy Commissioner of Customs, or any other officer may recover the said sum of Rs.....in words (Rs) or a part there and or penalty in the manner laid down in the sub section (i) of the section 142 of the Customs Act, 1962 without prejudice to any other mode of recovery.

06) Witness where of the authorised sea carriers (asc)/ "authorised sea agents (asa)/ authorised carriers herein set and subscribe his respective hands this date _____ above written.

FOR M/S.....

**AUTHORISED SIGNATURE
NAME :.**

DESIGNATION :

WITNESSES

1) SIGNATURE :

NAME :

ADDRESS :

2) SIGNATURE :

NAME :

ADDRESS :

ACCEPTED FOR AND BEHALF OF THE PRESIDENT OF INDIA ON _____

BEFORE ME NOTARY