**TO BE TYPED ON Rs. 500/- STAMP PAPER**

**The Shipping Corporation Ltd**

**(A Government of India Enterprises)**

**Dear Sirs,**

 **M.V.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Voy No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**The following goods were shipped on the above vessel by Messers \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(and consigned to us) but the relevant Bill of Lading have not yet arrived.**

**We. thereby request you to deliver such goods to (us) without production of the Bill of Lading.**

**In consideration of your complying with our above request we hereby, agree as following.**

1. **To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability loss or damage of whatsoever nature which may sustain by reason of delivering the goods to (us) in accordance with our request.**
2. **To pay to you all freight and charges payable on or in respect of the said goods should the same not have been paid at port of shipment.**
3. **To obtain and hand over to you a proper and correct Bill or Bills of Lading for the packages or parcels of goods and showing our right to the same within two weeks from this date.**
4. **Should we fail in producing such Bill or Bills of Lading within the time aforesaid to return to you the said goods forthwith, in the like good order and condition in which we shall have received the same on being called upon to do so.**
5. **In the event of any proceedings being commenced against you or any of your servants or agents in connection with the delivery of the goods as aforesaid to provide you or them from time to time with sufficient funds to defend the same.**
6. **If the ship or any other ship or property belonging to you should be arrested or detained or if the arrest or detention thereof should be threatened to provide such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship of property and to indemnify you in respect of any loss, damage or expenses caused by such arrest or detention whether or not the same may be justified.**
7. **As soon as all original Bill of Lading for the above goods shall have arrived and/or come into our possession, to produce and deliver the same to you whereupon our liability hereunder shall cease.**
8. **The liability of each and every person under the indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under the indemnify.**
9. **This unconditional indemnity shall be construed in accordance with Indian Law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of appropriated Indian Courts.**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Marks** | **Nos.** | **Packages** | **Contents** | **Value** | **Shipper** | **Port of Shipment** | **B/L No & Date** |
|  |  |  |  |  |  |  |  |

**We hereby, countersign the guarantee of Yours faithfully,**

**Messers\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **and accept all the liabilities expressed therein.**

 **(BANKERS)**

 **HSC. 100 pads x 100 4.92**

 **Please attach invoice copy of shipment**