

GOVERNMENT OF INDIA

OFFICE OF THE COLLECTOR OF CUSTOMS & CENTRAL EXCISE
JAIPUR

TRADE NOTICE NO.1/94/

DATED:19.9.94

The Government of India have decided to allow the movement of export cargo by road from Sanganeer, Jaipur (Air Cargo Complex) to Cargo Terminal at I.G.I. Airport, New Delhi for onward shipment out of India. Exporters wishing to avail themselves of this facility shall comply with the following requirements:

1. The exporters shall register the contract for export with the Assistant Collector of Customs, ACC, Sanganeer Jaipur. Only firm contracts with foreign buyer will be accepted for registration.

(i) The exporter shall open an account with the S.B.B.J. Branch, S.M.S. Highway, Jaipur and intimate the particulars to the Assistant Collector of Customs, ACC, Jaipur for crediting of the drawback amounts on exports.

(ii) The exporter shall furnish a bond as per Annexure-I to the Asstt. Collector of Customs, ACC, Jaipur indemnifying the Govt. to the extent of the amount of drawback paid in case the goods are not shipped/short-shipped or the amount is over-claimed/paid. These bonds shall also be registered with the Asstt. Collector of Customs ACC, Jaipur who would allot a registration number to each exporters.

2. The following procedure has been prescribed for processing export documents and settlement of Draw back claims (i) this facility shall be allowed only at ACC, Jaipur and the same will come into operation from.....

(ii) The exporter shall submit the shipping bills in triplicate in a prescribed form prominently marked as "For Export through I.G.I. Airport, New Delhi. The Triplicate copy should be marked as E.P. copy

(iii) Where the export is under drawback, the respective columns of the shipping bill should indicate the details of drawback claims and the declarations prescribed for the purpose under the Customs and Central Excise duties drawback Rules, 1972.

(iv) The Exporters shall along with the shipping bill submit the GRI forms, export licence (whenever necessary) Export invoice, a copy of the contract entered into with the foreign buyers. In addition any other document or information required by the proper officer of Customs shall be furnished for the purpose of processing of the export documents, examination and sealing of cargo for export.

.....2/-

(v) The drawback claims should be pre receipted at the time of presentation of the drawback shipping bill. The exporters shall, for this purpose, endorse on the duplicate copy of the drawback shipping bill 'Received Payment' and shall also put his full signature and the requisite Revenue stamps. The indemnity Bond No allotted to them should also be quoted by the exporters on the reverse of the original and duplicate copy of the shipping bill.

(vi) On furnishing all the requisite documents, the proper officer will process the shipping bill and detach the original copy alongwith GRS forms on payment of duty/cess, if any. The duplicate and other copies will be handed over the exporters or his agent for examination of the goods and endorsement by the examining officer.

(vii) The exporters shall present the cargo along with the processed shipping bill, packing list of goods and other requisite certificates to the proper officer for examination. The Customs Officer after examination of the goods shall seal the packages with Customs Seal and make the following endorsement after the examination report in the duplicate and triplicate copies of the shipping bills.

"Packages Sealed with Customs Seal No.
under our supervision. The Delhi Customs may kindly verify the seal and let export".

Sd/-
(Inspector/Examiner)

Sd/-
(Appraiser)

"This endorsement shall be countersigned by the Appraiser/AC and shall be considered as the Let Export Order."

(viii) Goods along with the documents will then be presented to the representative of RSIC at ACC, Jaipur who will arrange to affix Airway Bill Nos on packages shipping billwise and to load the goods into the trucks under the supervision of Customs. After the loading the Customs Officer and representative of ACC shall lock the containers with one time lock specially acquired for the purpose. He will then seal the container AND the lock. A transport permit in duplicate as per Annexure II will be prepared. The duplicate copy of the shipping Bill shall be put in sealed cover and addressed to the Superintendent of the Customs IGI Airport. The sealed cover and transport permit shall then be handed over to the agent of RSIC for arranging the transport of the goods to Delhi. The triplicate copy of the shipping bill shall be released to the exporter with the endorsement " Goods loaded into the bonded trucks for export."

EXPORT

CONTINUITY BOND

(To be executed by the Carrier and Surety jointly)

KNOW ALL MEN BY THESE PRESENTS That we M/s Rajasthan Small Industries Corporation Ltd., Jai ur hereinafter called the "Carrier" (which expression shall include its successors, in interest, assigns and representatives) and we RSIC of Jaipur hereinafter referred to as the "Surety" (which expression shall include our successor or successors in interest, assigns and representatives) are held and firmly bound unto the president of India hereinafter called the "President" (which expression shall include his successors in office and assigns) in the sum of Rs. - - - - - (Rs.) to be paid to the resident for which payment well and truly to be made WE bind ourselves, our successors/heirs, executors, administrators and legal representatives firmly BY THESE PRESENTS. Sealed with our seal this. day of 19. . . . WHEREAS

The Assistant Collector of Customs at ACC, Jaipur (hereinafter called the proper officer) has agreed to allow the carrier to transport certain goods exported from time to time by various exporters from the Air Cargo Complex at Jaipur to IGIA, New Delhi by Bonded trucks.

NOW THE CONDITION of the above written bond is that;-

1. If the Carrier transports the respective consignments of such export goods as are allowed by the proper officer in this regard from ACC, Jaipur to IGI, Air Port, New Delhi by Motor Vehicles, an

2. If the Carrier furnishes to the proper officer, evidence to the satisfaction of the Proper Officer within one month from the date of despatch of each consignment of export goods from ICD, Jaipur or within such extended time as the Proper Officer may allow that the goods transported from - - - - - and that the Carrier pays to the President any amount of drawback paid or payable thereon, any excise duties forgone on the export goods, any excise duties forgone on the inputs used in the manufacture of the export goods, any Customs duties forgone on imported inputs used in the manufacture

1. This bond is given under orders of the Central Government for the performance of an act in which the public are interested.
2. This bond shall remain in force for a period of - - - - - from the date hereof. Nevertheless the obligations and liabilities of the Carrier shall remain unaffected and be a continuing one in respect of all goods transported as aforesaid by the Carrier from time to time between the period- - - - - and - - - - - .
3. This bond shall be enforceable against the surety notwithstanding that proceedings have not been taken against the Carrier.
4. The Assistant Collector of Customs, ACC, Jaipur - - - - - or other officer of the Government of India shall have full liberty without reference to the surety and without affecting the guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on them by law or this bond and either or forbear to enforce any such powers and rights or any remedy against the Carrier and the surety shall not be released by any such exercise or non-exercise by the Assistant Collector of Customs, ACC, Jaipur or other officer of the Government of India without notice to or consent of the surety or by reasons of time being given to the carrier or by any other forbearance, act or omission on the part of the Government officers to the carrier which under the law relating to surety would but for this provision have the effect of releasing the surety.
5. In order to give effect to this guarantee the President shall be entitled to act as if the surety was the principal obligee and the surety waive all rights as surety and other rights which may be inconsistent with the above provisions.
6. The right of the President to recover the said amount from the surety in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the carrier with regard to the liability or that any proceedings are pending before any officer, tribunal or Court with regard thereto or in connection therewith.
7. The guarantee herein contained shall not be determined or affected by the liquidation or winding up or change of constitution of the carrier or of the surety.

•INDEMINITY BOND:

Know all men by these present that we M/s.
. a limited company/partner ship firm/ proprietary
business (Details as per annexure to be furnished having our regis-
tered office at. thereinafter referred to as the
(obliger which expressions shall include our successors and punctual
payments to him of all sums/ that may be held to be due to the Govt.
by virtue of the payment of drawback under quick drawback scheme
against exports of goods referred to hereunder. Such payments are
to be made on demand and without our liability for payment for payment
under this bond being irrevocable and unconditions.

Whereas the Collector of Customs, Jaipur (herein after
referred as the Collector, which expression shall include the persons
for the time being performing the duties of the Collector has agreed
to permit payment of drawback under the Quick Drawback scheme against
exporters of goods referred to here under, in respect of the shipping
Bills to be submitted by the obliger to the said Collector against
exports to be made during the period ~~from~~ from.
upto and including. on the basis of the preliminary
scrutiny of the said shipping bills of the obliger in the terms and
conditions contained, in this bond.

Now the conditions of this bond is such that if as a result
of the detailed scrutiny of the above said shipping bills or on
receipt of particulars of physical export from the Customs Collectorate
Delhi the amount finally payable to the obliger is determined
to be (the decision of the Government being final and binding) less
than the amount of payment made to the obliger provisionally on
preliminary scrutiny, the difference shall be treated as overpayment
and the government shall be at liberty to adjust the amount so
overpaid from any our pending admissable drawback claims that might
be lying with the Collector and in case the amount of such pending
claims is not sufficient to cover the above said
amount of over payment, in the Government within 7 (seven) days of
the receipt of the notice from the Collector failing which the
Government shall be free to take any action against the obliger
without prejudice to the Government's claim including security deposit
and earnest money deposit and refunds lying with any other depart-
ment of the Government or by attachment of our assets, share holding
and goodwill as also to stop all further payment under quick and
normal drawback scheme.

Signature
Name (in block letter)
.
with office stamp

Witness (1) - - - - -
(Signature) Full Name and Address

(2) - - - - -
(Verification of signature by the bankers)

Accepted for and on behalf of the president of India.

(ix) M/s RSIC shall assume over all responsibility for the safe delivery of cargo at Delhi IGI Air port and for its onward shipment out of India. A bond shall be executed with the Assistant Collector of Customs, ACC, Jaipur indemnifying the Government of India on account of drawback in respect of any losses in transit from Jaipur to IGI Airport Delhi. The responsibility under the bond shall be treated as discharged on production of duplicate copy of T.P. duly authenticated by Delhi Customs.

(x) The drawback amount due against the shipment shall be processed by ACC Customs on production of any Airway Bill by exporters. The amount sanctioned shall be paid by cheque at the SBBJ Bank SMS Highway Branch, Jaipur in the name of the individual exporters.

Particulars of each case, shipping bill No. and date party's Name Voucher No. , amount of Customs & Central Excise allocation separately will be entered in a register and the serial voucher not will be shown in each shipping bill.

(xi) The time of the start of the trucks from ACC, Sanganer Jaipur should be so arranged that the truck reaches the Air Cargo Complex, IGI, Airport Delhi preferably before 1200 hrs. On arrival of truck at Delhi M/s RSIC shall report to the Customs Officer Incharge of The Air Cargo Complex. He shall personally check the truck and ensure that the lock and seals are intact. He will then endorse the receipt of the consignment on both the copies of the T.P. and return the duplicate to M/s RSIC, Jaipur.

(xii) The Inspector shall then open one time locks and verify the packages with reference to shipping bills and seals on the packages. He shall supervise unloading & discrepancy, if any, noticed shall be endorsed on the duplicate and triplicate copies of the shipping bill. He will write a report on duplicate/triplicate copy of each shipping bill as under:-

" packages received with seal intact. Seals On.
packages were found damaged. Submitted to the Superintendent for orders."

(xiii) In case of packages where seals are intact no reexamination is to be generally done unless malafides is suspected. Where seals are damaged or tampered with, re-examination shall be done to ensure that the contents tally with the shipping bill descriptions and the original examination report. Thereafter, the Customs officer shall enter the details in a separate transshipment register maintained for the purpose, to watch the physical exports. Duplicate and triplicate of the shipping bill then be handed over to M/s RSIC

(xiv) The concerned international carrier shall prepare a separate export cargo sub manifest in respect of goods received from Jaipur Air Cargo Complex and shall ensure that the duplicate and triplicate copies of the shipping bills received from Jaipur are attached with the sub E.G.M. and handed over to the concerned Customs Officer Incharge Supervising the export.

(xv) The Customs Officer on receipt of the Export General manifest will supervise actual shipment of flight and certify that goods have been shipped on duplicate copy of the shipping Bill. He should also endorse the details of exports in the T.P. Register maintained for the purpose.

(xvi) After the flight has left, the Officer of RSIC shall furnish the sub E.G.M. along with relevant duplicate copies of the shipping bill to Customs authorities at ACC, Jaipur.

(xvii) On receipt of the E.G.M. and duplicate copy of the shipping bill at ACC, Jaipur the Customs Officer should verify the details with all particulars in the register and the discrepancies, if any, shall be reported to the Assistant Collector, ACC, Jaipur for taking suitable action to adjust the amount of drawback already sanctioned and credited or any other action against short shipments. Post audit of the documents will also be carried out in the office of the Asstt. Collector, ACC, Jaipur.

3. The Customs reserve the right to open and re examine the goods at any time without assigning any reasons and that on examination if the contents are found not in accordance with the documents the exporters and the carriers shall be liable to proceed against for any violation under the Customs ACT, 1962 or under any law/for the time being in force. In cases where the seal is found not intact on examination, the responsibility shall rest solely with the exporters.

4. In case, loading/stuffing of cargo into the bonded trucks is done after office hours at Air Cargo Complex, Jaipur, MOT charges shall be borne by the Air Cargo Complex which would be deposited in advance by M/s RSIC who is custodian, carrier and handler of the goods in bonded trucking operations will follow instructions issued in this respect in this public notice and any other instructions issued in this connection by the Collector of Customs time to time.

SD/-


(MAHENDRA PRASAD)
COLLECTOR OF CUSTOMS, JAIPUR

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C.No.VIII (H) 48/12/93/

Dated:19.9.94

Copy to all as per the mailing List.



(M.P. MEENA)
DEPUTY COLLECTOR (CUSTOMS)



S P E C I M E N T

(TRANSIT PERMIT)

(Bonded Truck from A.C.C., Jaipur to I.G.I. Air Port, New Delhi.)

- 1. Truck No. - - - - -
- 2. Total No. of Packages - - - - -
- 3. Lock No. & Key No. - - - - - / - - - - -
- 4. Seal No. and date of sealing - - - - - / - - - - -
- 5. Shipping Bill Nos. - - - - - No. of Packages in each
- - - - - No.

SIGNATURE OF INSPECTOR/SUPDT.

To,

Customs Superintendent,
I.G.I., Air Port,
New Delhi.

9. The surety has power to give this guarantee in favour of the President and the signatory of this bond on behalf of the surety has full power to sign this bond.

10. The guarantee hereby given shall be a continuing one and shall not be revoked by the surety without the consent of the President or the Collector of Customs, ACC, Jaipur.

IN WITNESS WHEREOF THE carrier and the surety have herein set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED AND DELIVERED BY and on

behalf of the carrier at - - - - -

in the presence of :-

1. - - - - -

2. - - - - -

SIGNED AND DELIVERED by and on

Behalf of the surety at - - - - -

in the presence of:-

1. - - - - -

2. - - - - -

Accepted,

For and on behalf of the President
of India

(Designation of the authorised
Officer)

In the presence of:-

1. - - - - -