

# **PUBLIC NOTICE NO. 62 /2015**

**OFFICE OF THE COMMISSIONER OF CUSTOMS  
JAWAHARLAL NEHRU CUSTOMS HOUSE, TAL-URAN,  
NHAVA SHEVA, DIST: RAIGADH, NAVI MUMBAI 400 707, FAX- 022-27243303  
F. No.S/26/Misc- 120/15-16/Gr-IV/NS-III Dated: 27.08.2015  
PUBLIC NOTICE NO. 62 /2015**

**Subject: – Import of Metallic Waste and Scrap at JNCH in compliance of Para 2.32 of the FTP 2015-20.**

A. Procedure regarding import of Metallic Waste and Scrap having Pre Shipment Inspection Certificate at the time of Import.

1. Attention of the Importers/Exporters/CHAs and all concerned is invited to Para 2.54 of Handbook of Procedure, which prescribes the procedure regarding import of metallic waste and scrap. In compliance of the conditions of the said para, it is pertinent to note that import of metallic waste and scrap at JNCH will only be allowed, if importer furnishes to Customs a Pre-Shipment Inspection Certificate as per format in Appendix 2H from any of the Inspection & Certification agencies given in Appendix-2G of HBP 2015-20, as amended from time to time. In addition to the said Pre-Shipment Inspection Certificate, all other documents as required in compliance of Para 2.54 of HBP 2015-20 shall also be mandatory.

B. Procedure regarding import of certain categories of Processed Metallic Scrap at JNPT without Pre Shipment Inspection Certificate in compliance of Para 2.54A of DGFT Public Notice No. 23/2015-20 dated 30.06.2015.

1. Attention of all is invited to Para 2.54A of Handbook of Procedures 2015-20, which has been inserted vide DGFT Public Notice No.23/2015-20 dated 30.06.2015, regarding import of certain categories of processed metallic scrap, as mentioned in Para (f) of the said Public Notice. As per the said public notice, JNPT is one of the notified ports for import of certain categories of processed metallic scrap.

2. In this regard, the trade is hereby informed that JNPT has not made the Radiological Detection Facility fully operational. Accordingly till the time the Radiological Detection Facility at JNPT is made functional, the following procedure is prescribed for clearance of Specified categories of Metallic Scrap.

i) Importer shall have to get Post Shipment Inspection Certificate before clearance from any of the authorized agencies listed in Appendix 2G of Handbook of Procedures 2015-20, as amended from time to time.

ii) Importer shall have to submit the documents as prescribed in Para 2(a) & 2(c) of the DGFT Public Notice No.23/2015-20 dated 30.06.2015.

iii) The Importer shall have to submit one time Bank Guarantee for Rs.10,00,000 (Rupees Ten Lakhs Only) in the given format (enclosed as Annexure-I) against import of specified processed metallic scrap imported in compliance of the said DGFT public notice.

iv) The importer shall have to ensure that the containers are 100% scanned by the Customs Container Scanning Division and will have to produce proof of CSD scanning before Out of Charge.

v) The specified Processed Metallic Scrap will include the categories of scrap as given in Para 2(f) of the said public notice.

vi) In the event, the declaration given by the importer is found to be false / incorrect, the case would be adjudicated and re-exported, the importer shall be responsible for exporting back the contaminated consignment back to the exporting country at his risk and cost and shall also be liable for enforcement of bond/forfeiture of security amount, in addition to any other action under FT (D&R) Act 1992, Customs Act, 1962 or any other law in force.

3. Once the Radiological Detection Facility at JNPT becomes operational, the procedure mentioned at Sr. No. 2(i) will not be required to be done, instead the importer would be required to produce NOC from JNPT regarding radiation level before Out of Charge.

4. Any difficulty faced by the trade/filed formation in implementation of the above directions may be brought to the notice of the undersigned immediately.

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(27/08/2015)

(SEEMA JERE BISHT)

Commissioner of Customs (Import)/NS-III

#### **ANNEXURE-I**

#### **BANK GUARANTEE FORMAT TO BE EXECUTED BY THE IMPORTER IN COMPLIANCE OF DGFT PUBLIC NOTICE NO. 23/2015-20 DATED 30th JUNE 2015**

**To,**

The President of India

(acting through Commissioner of Customs, JNCH, CBEC, Ministry of Finance, Government of India)

In consideration of the President of India, acting through Commissioner of Customs, JNCH, Mumbai-II, CBEC, or any other authority for the time being authorised to perform the duties of the Commissioner of Customs, JNCH, Mumbai-II, CBEC, Ministry of Finance, Government of India, New Delhi (hereinafter referred to as the Government of India), the Bank Guarantee is submitted by M/s. \_\_\_\_\_ (full expanded name of the importer, IEC code, e-mail I.D, Phone No. / Fax. No. of the applicant with complete address) in compliance of DGFT Public Notice No. 23/2015-20 dated 30th June 2015, as may be amended

from time to time, for a value of Rs.10,00,000/- (Rupees Ten Lakhs only) for compliance of the terms and conditions specified in the said Public Notice. We

\_\_\_\_\_ (indicate the name, e-mail I.D, Phone No./Fax. No and full address and other particulars of the Bank) (hereinafter referred to as Bank) at the request of the Importer do hereby unconditionally and irrevocably undertake to pay the Government an amount not exceeding Rs.10,00,000/- (Rupees Ten Lakhs only) against any loss or damage caused to or suffered by the Government by reason of any failure on the part of the said Importer of any of the terms or conditions contained in the said DGFT Public Notice No. 23/2015-20 dated 30th June 2015, as may be amended from time to time.

2. We \_\_\_\_\_ (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur or protest, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused or suffered by the Government by reason of breach by the Importer of any of the terms or conditions of the said DGFT Public Notice No. 23/2015-20 dated 30th June 2015, or any other law in force, which may be amended from time to time. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under these presents.

3. We \_\_\_\_\_ (indicate the name of Bank) undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Importer in any suit or proceeding pending before any court or Tribunal relating thereto and our liability under these presents being absolute and unequivocal.

4. We \_\_\_\_\_ (indicate the name of bank), further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder (i) to vary any of the terms and conditions of the said Public Notice and modify the same from time to time or (ii) from time to time any of the powers exercisable by the Government against the said Importer and to forbear or enforce any of the terms and conditions relating to the said Public Notice and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Importer for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the Importer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

That this shall be a continuing Bank Guarantee and shall not be discharged by any change in the constitution of the importer or of the Bank.

That the guarantor will not revoke the guarantee without prior written consent of the Government.

Notwithstanding anything contained herein:

01. Our liability under this Bank Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) valid up to \_\_\_\_\_ and shall be automatically renewed thereafter by us and kept alive till the department approves for cancellation of Bank Guarantee.

02. Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

03. we hereby undertake to renew this Bank Guarantee on our own from time to time until the department approves for cancellation of this Bank Guarantee.

04. Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.