



प्रधान आयुक्त, सीमा शुल्क का कार्यालय, कांडला.
OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS,
न्यु कस्टम हाउस, कांडला.
NEW CUSTOM HOUSE, KANDLA-370210.
Phone No: 02836-271468/469, Fax No. : 02836-271467

F. No.: S/20-31/MISC/BOND/2016-17

Date:07.06.2015

TRADE FACILITY NOTICE NO: 12/2016

All the public, private and special bonded warehouses are requested to draw the attention to all the Notifications and Circulars of the CBEC mentioned below regarding changes made in the warehousing provisions and follow the same strictly.

NOTIFICATION:-

Sr.No.	Notification No.	Date	Issued from F.No.
1	66/2016-Customs(N.T.)	14.05.2016	484/03/2015-LC(Vol II Pt.I)
2	67/2016-Customs(N.T.)	14.05.2016	484/03/2015-LC(Vol II Pt.I)
3	68/2016-Customs(N.T.)	14.05.2016	484/03/2015-LC(Vol II Pt.I)
4	69/2016-Customs(N.T.)	14.05.2016	484/03/2015-LC(Vol II Pt.I)
5	70/2016-Customs(N.T.)	14.05.2016	484/03/2015-LC(Vol II Pt.II)
6	71/2016-Customs(N.T.)	14.05.2016	484/03/2015-LC(Vol II Pt.I)
7	72/2016-Customs(N.T.)	14.05.2016	484/03/2015-LC(Vol II Pt.I)

CIRCULAR:-

Sr.No.	Circular No.	Date	Issued from F.No.
1	17/2016-Customs	14.05.2016	484/03/2015-LC (Vol II)
2	18/2016-Customs	14.05.2016	484/03/2015-LC (Vol II)
3	19/2016-Customs	20.05.2016	484/03/2015-LC (Pt. I)
4	20/2016-Customs	20.05.2016	473/05/2015-LC
5	21/2016-Customs	31.05.2016	484/03/2015-LC (Vol II)
6	22/2016-Customs	31.05.2016	484/03/2015-LC (Vol II)
7	23/2016-Customs	01.06.2016	473/20/2013-LC
8	24/2016-Customs	02.06.2016	484/03/2015-LC (Vol II)

All the Trade Associations/chamber of Commerce and Members of Regional Advisory Committee and Custom House Agent Associations are requested to publicize the contents of this Notice among their Member / Constituents, for their information and necessary action.

In case on any difficulty in implementation the above guideline, the same may be brought to the notice of this office at the earliest.

(P. V. R. Reddy)
Principal Commissioner
Customs House Kandla

Copy to :-

1. The Chief Commissioner, Customs, Gujarat Zone, Ahmedabad.
2. The Principal Commissioner, Customs, Mundra
3. EOI Section, K.H. Kandla for uploading on the website.

UNDERTAKING FOR PRIVATE WAREHOUSE

I/We, (M/s. _____ Address _____) applicant for Private Warehouse under Section 58 of Customs Act, 1962 (52 of 1962), hereby undertake that I/We shall comply with the following conditions as specified by the Principal Commissioner of Customs, Customs House Kandla.

- (i) I/We, the License holder shall be held strictly liable for the safe custody of bonded goods and for the strict observance of the provisions of Customs Act, 1962 and/or any other law for the time being in force and the amendments/instructions/orders issued there under from time to time.
- (ii) I/We shall comply with regulations laid down vide notification no. 71/2016-Customs (N.T.) dated 14th May 2016.
- (iii) I/We shall comply with the regulations laid down in The Warehoused goods (Removal) Regulations 2016 issued vide notification no. 67/2016-Customs(N.T.) dated 14th May 2016.
- (iv) I/We shall comply with the regulations laid down in the Warehouse (Custody and Handling of Goods) Regulations, 2016 issued vide notification no. 68/2016-Customs (N.T.) dated 14th May 2016.
- (v) The stock to be held at anytime in the Warehouse shall be such that the duty chargeable thereon does not exceed Rs. _____ (Rupees _____ only)
- (vi) I/We shall provide an all risk insurance policy, that includes natural calamities, riots, fire, theft, skillful pilferage and commercial crime, in favour of the President of India, for a sum equivalent to the amount of duty involved on the dutiable goods proposed to be stored in the private warehouse at any point of time.
- (vii) I/We bind myself/ourself to pay any duties, interest, fine and penalties arise/payable in respect of warehoused goods.
- (viii) I/We undertake to indemnify the Principal Commissioner of Customs from any liability arising on account of loss suffered in respect of warehoused goods due to accident, damage, deterioration, destruction or any other unnatural cause during their receipt, delivery, storage, dispatch or handling.
- (ix) I/We shall appoint a person who has sufficient experience in warehousing operations and customs procedures as warehouse keeper.
- (x) Warehouse keeper shall obtain digital signature from authorities licensed by the Controller of Certifying Authorities for filling electronic documents required under the act, rules or regulations made thereunder.
- (xi) The License would cease to be valid whenever there is change in the constitution of the firm / company unless such change is approved by the competent authority.
- (xii) If I/We, the license holder intend to cancel the license, I/We will inform the proper officer well in advance the date from which they wish to cancel the license
- (xiii) I/We shall provide adequate facilities, equipment and personnel as are sufficient to control access to the warehouse and provide secure storage to the goods in it and also for the examination of goods by the officers of customs.
- (xiv) The packages and their deposition in the warehouse shall be such that every package is easily accessible for inspection. The goods shall be stacked in such a manner as the Assistant/Deputy Commissioner of Customs may direct.

- (xv) I/We, shall upon the receipt of goods from customs station, verify the One-time-Lock & if found intact, acknowledge the receipt of goods in the warehouse by making proper endorsement in Bill of Entry and report immediately the discrepancy (if any) to the bond officer.
- (xvi) I/We shall remove warehoused goods from Warehouse to another Warehouse or to customs station for exportation under One-time-Lock after taking permission of proper customs officer.
- (xvii) I/We shall keep record of each activity, operation or action taken in relation to Warehoused goods and produce the same to bond officer as and when required.
- (xviii) I/We shall make arrangement for computerized system for accounting of receipt, storage, operation and removal of goods.
- (xix) I/We shall file a monthly return of receipt, storage, operation and removal of goods in the warehouse, within ten days after the close of the month to which such return relates in the prescribed format as per Circular No. 25/2016
- (xx) I/We, the License holder will maintain the stock books in such form as would enable a ready check to be made. The stock books will be produced on demand of the proper officer of Customs.
- (xxi) I/We, the license holder will preserve computerized data of all the records maintained by them for a minimum period of five years.
- (xxii) I/We shall preserve updated digital copies of the records at a place other than the warehouse to prevent loss of records due to natural calamities, fire, theft, skill pilferage of computer malfunction as per Warehousing Regulations.
- (xxiii) I/We will receive payment from our clients only in the manner approved by the Government of India for purpose along and in the event of their failure to do so, their license will be liable to be revoked / cancelled.
- (xxiv) I/We shall regularly pay fees for supervision / services by the officer of customs on cost recovery basis/ merchant overtime.
- (xxv) The Security arrangements for the safety of the Warehoused goods shall be the responsibility of M/s. _____.
- (xxvi) The Bonded Warehouse shall be visited from time to time by Preventive Officer and/or Superintendent and/or Assistant Commissioner and other officer from the Customs House. Outdoor travelling expenses shall be borne by the Licensee.

UNDERTAKING FOR PUBLIC WAREHOUSE

I/We, (M/s. _____ Address _____) applicant for Public Warehouse under Section 57 of Customs Act, 1962 (52 of 1962), hereby undertake that I/We shall comply with the following conditions as specified by the Principal Commissioner of Customs, Customs House Kandla.

- (i) I/We, the License holder shall be held strictly liable for the safe custody of bonded goods and for the strict observance of the provisions of Customs Act, 1962 and/or any other law for the time being in force and the amendments/instructions/orders issued there under from time to time.
- (ii) I/We shall comply with regulations laid down vide notification no. 70/2016-Customs(N.T.) dated 14th May 2016.
- (iii) I/We shall comply with the regulations laid down in The Warehoused goods (Removal) Regulations 2016 issued vide notification no. 67/2016-Customs(N.T.) dated 14th May 2016.
- (iv) I/We shall comply with the regulations laid down in the Warehouse (Custody and Handling of Goods) Regulations, 2016 issued vide notification no. 68/2016-Customs (N.T.) dated 14th May 2016.
- (v) The stock to be held at anytime in the Warehouse shall be such that the duty chargeable thereon does not exceed Rs. _____ (Rupees _____ only)
- (vi) I/We shall provide an all risk insurance policy, that includes natural calamities, riots, fire, theft, skillful pilferage and commercial crime, in favour of the President of India, for a sum equivalent to the amount of duty involved on the dutiable goods proposed to be stored in the public warehouse at any point of time.
- (vii) I/We bind myself/ourself to pay any duties, interest, fine and penalties arise/payable in respect of warehoused goods.
- (viii) I/We undertake to indemnify the Principal Commissioner of Customs from any liability arising on account of loss suffered in respect of warehoused goods due to accident, damage, deterioration, destruction or any other unnatural cause during their receipt, delivery, storage, dispatch or handling.
- (ix) I/We shall appoint a person who has sufficient experience in warehousing operations and customs procedures as warehouse keeper.
- (x) Warehouse keeper shall obtain digital signature from authorities licensed by the Controller of Certifying Authorities for filling electronic documents required under the act, rules or regulations made thereunder.
- (xi) The License would cease to be valid whenever there is change in the constitution of the firm / company unless such change is approved by the competent authority.
- (xii) If I/We, the license holder intend to cancel the license, I/We will inform the proper officer well in advance the date from which they wish to cancel the license
- (xiii) I/We shall provide adequate facilities, equipment and personnel as are sufficient to control access to the warehouse and provide secure storage to the goods in it and also for the examination of goods by the officers of customs.
- (xiv) The packages and their deposition in the warehouse shall be such that every package is easily accessible for inspection. The goods shall be stacked in such a manner as the Assistant/Deputy Commissioner of Customs may direct.

- (xv) I/We, shall upon the receipt of goods from customs station, verify the One-time-Lock & if found intact, acknowledge the receipt of goods in the warehouse by making proper endorsement in Bill of Entry and report immediately the discrepancy (if any) to the bond officer.
- (xvi) I/We shall remove warehoused goods from Warehouse to another Warehouse or to customs station for exportation under One-time-Lock after taking permission of proper customs officer.
- (xvii) I/We shall keep record of each activity, operation or action taken in relation to Warehoused goods and produce the same to bond officer as and when required.
- (xviii) I/We shall make arrangement for computerized system for accounting of receipt, storage, operation and removal of goods.
- (xix) I/We shall file a monthly return of receipt, storage, operation and removal of goods in the warehouse, within ten days after the close of the month to which such return relates in the prescribed format as per Circular No. 25/2016
- (xx) I/We, the License holder will maintain the stock books in such form as would enable a ready check to be made. The stock books will be produced on demand of the proper officer of Customs.
- (xxi) I/We, the license holder will preserve computerized data of all the records maintained by them for a minimum period of five years.
- (xxii) I/We shall preserve updated digital copies of the records at a place other than the warehouse to prevent loss of records due to natural calamities, fire, theft, skill pilferage of computer malfunction as per Warehousing Regulations.
- (xxiii) I/We will receive payment from our clients only in the manner approved by the Government of India for purpose along and in the event of their failure to do so, their license will be liable to be revoked / cancelled.
- (xxiv) I/We shall regularly pay fees for supervision / services by the officer of customs on cost recovery basis/ merchant overtime.
- (xxv) The Security arrangements for the safety of the Warehoused goods shall be the responsibility of M/s._____.
- (xxvi) The Bonded Warehouse shall be visited from time to time by Preventive Officer and/or Superintendent and/or Assistant Commissioner and other officer from the Customs House. Outdoor travelling expenses shall be borne by the Licensee.

UNDERTAKING FOR SPECIAL WAREHOUSE

I/We, (M/s. _____ Address _____) applicant for Special Warehouse under Section 58-A of Customs Act, 1962 (52 of 1962), hereby undertake that I/We shall comply with the following conditions as specified by the Principal Commissioner of Customs, Customs House Kandla.

- (i) I/We, the License holder shall be held strictly liable for the safe custody of bonded goods and for the strict observance of the provisions of Customs Act, 1962 and/or any other law for the time being in force and the amendments/instructions/orders issued there under from time to time.
- (ii) I/We shall comply with regulations laid down vide notification no. 72/2016-Customs (N.T.) dated 14th May 2016.
- (iii) I/We shall comply with the regulations laid down in The Warehoused goods (Removal) Regulations 2016 issued vide notification no. 67/2016-Customs(N.T.) dated 14th May 2016.
- (iv) I/We shall comply with the regulations laid down in the Special Warehouse (Custody and Handling of Goods) Regulations, 2016 issued vide notification no. 69/2016-Customs (N.T.) dated 14th May 2016.
- (v) The stock to be held at anytime in the Warehouse shall be such that the duty chargeable thereon does not exceed Rs. _____ (Rupees _____ only)
- (vi) I/We shall provide an all risk insurance policy, that includes natural calamities, riots, fire, theft, skillful pilferage and commercial crime, in favour of the President of India, for a sum equivalent to the amount of duty involved on the dutiable goods proposed to be stored in the special warehouse at any point of time.
- (vii) I/We bind myself/ourself to pay any duties, interest, fine and penalties arise/payable in respect of warehoused goods.
- (viii) I/We undertake to indemnify the Principal Commissioner of Customs from any liability arising on account of loss suffered in respect of warehoused goods due to accident, damage, deterioration, destruction or any other unnatural cause during their receipt, delivery, storage, dispatch or handling.
- (ix) I/We shall appoint a person who has sufficient experience in warehousing operations and customs procedures as warehouse keeper.
- (x) Warehouse keeper shall obtain digital signature from authorities licensed by the Controller of Certifying Authorities for filling electronic documents required under the act, rules or regulations made thereunder.
- (xi) The License would cease to be valid whenever there is change in the constitution of the firm / company unless such change is approved by the competent authority.
- (xii) If I/We, the license holder intend to cancel the license, I/We will inform the proper officer well in advance the date from which they wish to cancel the license
- (xiii) I/We shall provide adequate facilities, equipment and personnel as are sufficient to control access to the warehouse and provide secure storage to the goods in it and also for the examination of goods by the officers of customs.
- (xiv) The packages and their deposition in the warehouse shall be such that every package is easily accessible for inspection. The goods shall be stacked in such a manner as the Assistant/Deputy Commissioner of Customs may direct.

- (xv) I/We, shall upon the receipt of goods from customs station, verify the One-time-Lock & if found intact, acknowledge the receipt of goods in the warehouse by making proper endorsement in Bill of Entry and report immediately the discrepancy (if any) to the bond officer.
- (xvi) I/We shall remove warehoused goods from Warehouse to another Warehouse or to customs station for exportation under One-time-Lock after taking permission of proper customs officer.
- (xvii) I/We shall keep record of each activity, operation or action taken in relation to Warehoused goods and produce the same to bond officer as and when required.
- (xviii) I/We shall make arrangement for computerized system for accounting of receipt, storage, operation and removal of goods.
- (xix) I/We shall file a monthly return of receipt, storage, operation and removal of goods in the warehouse, within ten days after the close of the month to which such return relates in the prescribed format as per Circular No. 25/2016
- (xx) I/We, the License holder will maintain the stock books in such form as would enable a ready check to be made. The stock books will be produced on demand of the proper officer of Customs.
- (xxi) I/We, the license holder will preserve computerized data of all the records maintained by them for a minimum period of five years.
- (xxii) I/We shall preserve updated digital copies of the records at a place other than the warehouse to prevent loss of records due to natural calamities, fire, theft, skill pilferage of computer malfunction as per Warehousing Regulations.
- (xxiii) I/We will receive payment from our clients only in the manner approved by the Government of India for purpose along and in the event of their failure to do so, their license will be liable to be revoked / cancelled.
- (xxiv) I/We shall regularly pay fees for supervision / services by the officer of customs on cost recovery basis/ merchant overtime.
- (xxv) The Security arrangements for the safety of the Warehoused goods shall be the responsibility of M/s. _____.
- (xxvi) The Bonded Warehouse shall be visited from time to time by Preventive Officer and/or Superintendent and/or Assistant Commissioner and other officer from the Customs House. Outdoor travelling expenses shall be borne by the Licensee.