

[TO BE PUBLISHED IN PART II, SECTION 3, SUB-SECTION (i) OF THE GAZETTE OF INDIA (EXTRAORDINARY)]

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF REVENUE
(CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS)

Notification No. 1/2018-Central Excise (N.T)

New Delhi, the 5th December, 2018

G.S.R_____In pursuance of rules 7, 19, 21 and 22 of the Central Excise Rules, 2017, the Board hereby notifies the General Bond (Surety/Security) to be executed by Export Oriented Units/Electronic Hardware Technology Park/Software Technology Park/ Bio-Technology Park units for provisional assessment of goods to Central Excise duty , for export without payment of duty, for special procedure for removal of semi-finished goods for certain purposes and for special procedure for removal of excisable goods for carrying out certain processes, namely :-

“Form B – 17”

General Bond (with Surety/ Security) to be executed by the Export Oriented Units /Units in the Electronic Hardware Technology Park/Software Technology Park/ Bio-Technology Park.

1. We,having our registered office at.....hereinafter referred to as the Obligors and.....called the surety(ies) (which expression shall, unless repugnant to the context or meaning thereof, include our heirs, successors, executors, administrators, liquidators, legal representatives and assignees) hereby hold and firmly bind ourselves jointly and severally unto the President of India, hereinafter referred to as the Government in the sum of Rs.....(Rupees.....only) for which payment to be well and truly made, we, the obligors, bind ourselves by these presents.

2. WHEREAS we the obligors have been granted by the Government an industrial license for setting up a Export Oriented Undertaking for the manufacture of goods and/or rendering of services for export out of India on the terms and conditions stipulated in the Letter of Intent No.....dated.....and we the obligors have duly accepted the said terms and conditions.

3. AND WHEREAS we the obligors have been granted by competent authority a GSTIN /Central Excise Registration no. ----- for the premises at..... as a unit wherein the dutiable goods, imported or procured indigenously could be stored without payment of duty for manufacture of goods or rendering of services as per provisions contained under relevant Customs or Central Excise Notifications, Circulars, Rules and regulation as well as Foreign Trade Policy which conditions we the obligors hereby accept.

4. AND WHEREAS we the obligors having been permitted by the Deputy or Assistant Commissioner of Customs or Central Excise at.....to procure from time to time goods not exceeding the quantity listed in the Annexure-I as may be required for manufacture of goods in his factory annually in the manner specified without payment of whole of the duty.

5. AND WHEREAS the said Deputy or Assistant Commissioner of Customs or Central Excise has permitted the obligor to clear duty free imported goods from Ports/Airports/Inland Container Depots or Bonded Warehouses, as the case may be, to the export oriented unit.

6. AND WHEREAS the Deputy or Assistant Commissioner of Customs or Central Excise or such other delegated authority, as the case may be, under Rule 19 of the Central Excise Rules, 2017 has permitted the obligors to remove the said goods from the said unit without payment of duty and dispatch the same by air, sea, rail or road for export to foreign countries without payment of duty/tax and when required *bona fide* to do so, or other EOUs/Warehouses subject to the prescribed conditions set out for the due arrival of the said goods at the said EOUs/warehouse.

7. AND WHEREAS the Deputy or Assistant Commissioner of Customs or Central Excise has permitted the obligor to remove the goods sourced imported/domestically or goods partially manufactured or processed therefrom to any other place in India without payment of duty subject to such conditions and limitations as may be specified by him for the purpose of repair, refining, processing, testing, job work or display and to be returned to the unit thereafter.

8. AND WHEREAS the Deputy or Assistant Commissioner of Customs or Central Excise has permitted provisional assessment of goods manufactured by the above obligors from time to time which could not be finalized for want of full information as regard to value or description or quality or of the proof thereof or for the non-completion of the chemical or other tests in respect thereof or otherwise, as per the provisions contained in the Central Excise Rules, 2017 as per request of the obligor.

9. AND WHEREAS the Commissioner of Customs or Central Excise or such other delegated authority, as the case may be, has required the obligor to deposit as security for the amount of this bond, the sum of Rs.....(Rupees.....) in cash (the securities as hereinafter mentioned of a total value of Rs.....(Rupees.....) endorsed in favour of the President of India and accepted for and on behalf of the President of India by the Commissioner, Deputy Commissioner, Assistant Commissioner, Superintendent of Customs or Central Excise, namely.....) and whereas the obligor has furnished such guarantee by depositing the cash/securities as afore mentioned.

NOW THE CONDITIONS OF THE ABOVE WRITTEN BOND ARE THAT

1. We, the obligors shall observe all the provisions of the Customs Act, 1962, Central Excise Act, 1944 and the rules and regulations made thereunder in respect of the said goods.
2. We, the obligors shall, pay on or before a date specified in a notice of demand all duties, and rent and charges claimable on account of the said goods under the Customs Act, 1962, Central Excise Act, 1944 and rules/regulations made thereunder together with interest on the same from the date so specified at the rate applicable.
3. We, the obligors shall discharge all duties, penalties and interest imposed for violation of the provisions of the Customs Act, 1962, Central Excise Act, 1944, rules and regulations in respect of the said goods not proved to the satisfaction of said officer to have been installed or used in connection with production or packaging of goods for export out of India or cleared for home consumption within the period of validity of Letter of Permission (LOP) and also pay interest at a rate applicable from the date of duty free import or procurement of the said goods till the date of payment of such duty.
4. We, the obligors shall, furnish to the jurisdictional Deputy or Assistant Commissioner of Customs or Central Excise evidence to his satisfaction that the said goods have duly arrived at the unit.
5. We, the obligors, shall be wholly and solely responsible for ensuring that there shall be no pilferage during transit of the said goods when dispatched from the place of import, the factory of manufacture, or from the warehouse to the unit and, *vice versa*, and we, the obligors, shall pay the duty on pilfered goods, if any.
6. We, the obligors, shall observe and comply with all the conditions as may be imposed by the proper officer, Deputy or Assistant Commissioner of Customs or Central Excise or such other delegated authority, as the case may be, for carrying out the purpose of manufacture/ production or rendering of services.
7. We the obligors shall maintain detailed accounts of all imported and indigenous goods used in the manufacturing processes and operations in proper form/ digital form, as prescribed, including of those remaining in stock and those sent outside under our obligation, and shall produce such accounts for inspection of the proper officer, Deputy or Assistant Commissioner of Customs or Central Excise or such other delegated authority, as the case may be, when directed by him.
8. We, the obligors, shall fulfill the export obligation and conditions stipulated in Customs or Central Excise Notifications, under which the specified goods have been imported/procured, as well as the Foreign Trade Policy and to pay on demand an amount equal to the Customs and Central Excise Duties leviable on the goods as are not proved to the satisfaction of Deputy or Assistant Commissioner of Customs or Central Excise to have been used in the manufacture of articles for export and any penalty imposed under Customs Act, 1962 or Central Excise Act,

1944 and rules or regulations made thereunder, as the case may be.

9. We, the obligors, shall discharge all dues whether Central Excise duty or the lawful charge which shall be demandable on the goods obtained by us without payment of duty from the domestic tariff area and transported from the place of procurement to our premises for use and shall also pay after final assessment by the proper officer or Deputy or Assistant Commissioner of Customs or Central Excise or such other delegated authority, as the case may be, which were assessed on provisional basis under Rule 7 of the Central Excise Rules, 2017 all dues within 10 days of the date of demand thereof being made in writing by such officers.
10. We, the obligors, shall if the articles so manufactured are allowed to be sold/supplied in India in such quantity and subject to such other limitations and conditions as may be specified in this behalf by the Director General of Foreign Trade, pay duty of Excise leviable on such articles under section 3 of the Central Excise Act, 1944 or duties of Customs availed as exemption on inputs used in such goods as per provisions of Custom Notifications.
11. We, the obligors shall pay the duty of Customs & Central Excise leviable on the raw materials, component parts used in the manufacture of such articles as are not allowed to be sold in India in accordance with the provisions of the said Foreign Trade Policy.
12. We, the obligors, shall comply with the conditions and limitations stipulated in the said Foreign Trade Policy or the Deputy or Assistant Commissioner of Customs or Central Excise permitting the goods imported into India or procured indigenously for the purpose aforesaid or the articles manufactured or package therefrom to be taken outside the undertaking temporarily, without payment of duty, for testing, repair, re-conditioning, processing or display etc.
13. We, the obligors, shall not change the name and style under which we, the obligors, are doing business or change the location of the manufacturing premises except with the written permission of the Deputy or Assistant Commissioner of Customs or Central Excise at -----

If each and every one of the above conditions is duly complied with by us, the obligors, the above written bond shall be void and of no effect otherwise the same shall remain in full force and effect and virtue.

It is hereby declared by us, the obligors and the Government as follows:-

- (1) The above written bond shall continue in force notwithstanding the transfer of the goods to any other person or removal of the said goods from one unit to another unit.
- (2) The above written bond is given for the performance of an act in which the public are interested.
- (3) The Government through the Commissioner of Customs or Central Excise or any other officer of Customs or Central Excise

shall recover the sums due from the obligors in the manner laid down in sub-section (1) of section 142 of the Customs Act, 1962 or sub-section (1) of section 11A of the Central Excise Act, 1944:

PROVIDED always that the liability of the surety hereunder shall not be impaired or discharged by reason of any time being granted or any forbearance, act or omission of the Government (whether with or without the knowledge or the consent of the surety) in respect of or in relation to the obligation and conditions to be performed or discharged by the obligor(s) nor shall it be necessary to sue the obligor(s) before suing the surety for amounts hereunder

AND the President of India shall, at his option, be competent to make good all the loss and damages from the amount of the security deposit or by endorsing his rights under the above written bond or both;

I/We further declare; that this bond is given under the orders of the Central Government in the performance of an act in which the public are interested;

In these presents the words imposing singular only shall also include the plural and *vice versa* where the context so requires;

IN WITNESS THEREOF these presents have been signed this day..... of..... 20..... hereinbefore written by the obligor(s) and the surety(ies).

Place:

Date:

Signature of Obligor(s)

Name & Residential address

Witness (1) Address (1) Occupations (1)

(2) Address (2) Occupations (2)

Signature of Surety(s)

Name & Residential address

Witness (1) Address (1) Occupations (1)

(2) Address (2) Occupations (2)

Signature and date

Name-----

Designation-----

ACCEPTED for and on behalf of the President of India onday of
.....20.....

Signature and date

Name-----

Designation-----

Annexure-I

Annual Requirement of Goods

Sr.No.	Description of Goods	Quantity	Value	Rate of duty	Amount of duty	Remarks

[F.No. DGEP/EOU/40/2017]

(Dinesh Kumar Gupta)
Director to the Government of India