

**APPENDIX – 10K**

**Legal Undertaking**

**(For Export/Re-export of SCOMET items)**

To

The President of India

(acting through the Director General of Foreign Trade (which expression shall be deemed to include the Joint Director General of Foreign Trade/Deputy Director General of Foreign Trade)

Ministry of Commerce, Vanijya Bhavan, New Delhi - 110011.

This DEED Agreement made on \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year between \_\_\_\_\_, (full expanded name of the Exporter with complete address and IEC no.) hereinafter referred to as party which expression shall be deemed to his/her heirs, executors/ administrators, legal representatives/successors.

AND

The President of India (hereinafter referred to as the Government which expression shall include his successors in office and assigns)

The party undertakes that it intends to export/re-export the SCOMET items as described in Table 1 below subject to compliance of relevant conditions as laid down in the Handbook of Procedures (HBP):

**Table 1 [Details\* of the SCOMET items to be exported]**

S. No.	Item description	Description as per Bill of Entry(BoE) (if applicable)	SCOMET Cat. / sub Cat.	ECCN No. of foreign country (if applicable)	Qty.	#BoE No. & Date (if applicable)	Commercial Invoice No. (if applicable)
1.							
2.							

\* In case of more number of items, a separate sheet may be annexed.

# In case of more number of items in one BoE, proper referencing of the item need to be provided / highlighted.

**I. Specific Conditions :**

**[Condition set (A) or (B) or (C), as applicable]**

**A. For Export/Re-export of SCOMET items on return basis in terms of Para 10.12A of HBP**

- (i) The SCOMET items as in Table 1 above were imported from\_\_\_\_\_ (Name of original supplier and country name), and are being exported to\_\_\_\_\_ (Name, address and country of original supplier or OEM or OEM authorised vendor) for repair/replacement on found being defective.
- (ii) To abide by the terms and conditions prescribed in Para 10.12A of HBP for export of imported SCOMET items for repair/replacement;
- (iii) To re-import SCOMET items within the stipulated period of time (90 days) of its export or as may be allowed by DGFT as per the conditions of SCOMET policy in terms of Para 10.12A of HBP on written request of the party;
- (iv) That the items that are meant for repair/replacement in the ..... (Name of the entity, country) shall not be transferred or disposed off without prior permission of the DGFT;
- (v) That the repair/replacement of defective items for various reason(s) is allowed under the terms and conditions of the Purchase Order / Service Agreement/ Contractual Agreement signed between .....(name of entities);

- (vi) That there is no change/s made to the specifications of these SCOMET items after import in India and the items are being exported for repair/replacement without any value addition;
- (vii) That, in case the defective /damaged item(s) cannot be imported back due to any reason (beyond repair, testing failure analysis etc.), evidence of destruction in the importing country shall be submitted within 90 days of its export;
- (viii) That, in case time beyond 90 days is required for repair of imported defective/damaged item(s) the defective /damaged item(s) before re-import, permission from DGFT (Hqrs) shall be obtained in advance indicating detailed justification for seeking extension of time;

**B. For Re-export of indigenous SCOMET items after repair/replacement in terms of Para 10.12B of HBP**

- (i) The SCOMET item(s) as in Table 1 above were exported to \_\_\_\_\_ (Name of ultimate end user and country name), and brought back to India on being found defective. The items are being re-exported after repair/replacement to \_\_\_\_\_ (name of foreign entity);
- (ii) To abide by the terms and conditions prescribed in Para 10.12B of HBP for re-export of indigenous SCOMET items after repair/replacement.
- (iii) That there has been no change/s made to the original characteristics/specifications of these SCOMET items after repair/replacement and the items are going back without any value addition.
- (iv) That the repair/replacement is allowed under the terms and conditions of the Purchase Order / Service Agreement/ Contractual Agreement signed between ..... (name of Entities);
- (v) That the defective/damaged item(s) has/have already been brought back or would be brought back to India within 90 days of its replacement (in case of replacement, if applicable)
- (vi) That, in case the defective /damaged item(s) cannot be imported due to any reason (beyond repair, testing failure analysis etc.), evidence of destruction in the importing country shall be submitted within 90 days of export of replacement.

**C. For Export of SCOMET item(s) on temporary basis (for demo/display/exhibition/tenders/ RFP/RFO/NIT purposes) in terms of Para 10.13A of HBP**

- (i) The SCOMET item(s) as in Table 1 above are being exported to \_\_\_\_\_ (country) for demo/display /exhibition/Tenders/RFP/RFQ/NIT purpose(s) (whichever is applicable)during the period from \_\_\_\_\_ to \_\_\_\_\_ .
- (ii) To abide by the terms and conditions prescribed in Para 10.13A of HBP for export of SCOMET items for demo/display/exhibition/Tenders/ RFP/ RFQ/NIT purpose;
- (iii) That the exported item(s) will be in the custody of the party or any person/ entity authorised by the party during the entire period of export;
- (iv) There shall not be any commercial transaction in the form of selling/buying/renting/leasing;
- (v) There shall not be any exchange/disclosure of information which could lead to transfer of technology;
- (vi) That the items will not be re-exported/re-transferred to any other destination without prior consent/approval of DGFT, Govt. of India;
- (vii) To bring the exported SCOMET items back to India immediately after the completion of event;

**II. General Conditions**

- (i) To intimate the return of the repaired / replaced / damaged / defective exported SCOMET items (whichever is applicable) or item(s) exported for demo/display/exhibition etc. purposes to DGFT (Hq) within 30 days from the date of import, along with BoE and export license of foreign country (if applicable) in the proforma annexed to the Public Notice No. 63 dated 18.02.2020.
- (ii) To abide by the provisions of the Foreign Trade (Development and Regulation) Act, 1992, as amended from time to time, the Rules and Orders framed there under, the Foreign Trade Policy, the Handbook of Procedure, the 'Appendix 3' to Schedule 2 of ITC (HS) Classification of Export and Import Items and Custom Act, 1962.
- (iii) That notwithstanding any right Government may have against the party in any form and notwithstanding any dispute raised by the party in any form, the Government's written demand to the party shall be final and binding.
- (iv) That nothing in this Agreement shall debar the Government from modifying the said SCOMET policy from time to time and/or from implementing any such modified policy as if it is in force at the date of this Agreement.

IN THE WITNESS THEREOF the party hereto has duly executed this agreement on this \_\_\_\_ day \_\_\_\_ of \_\_\_\_ year  
\_\_\_\_ signed, sealed and delivery by the party in the presence of:

Signature\_\_\_\_\_

Designation\_\_\_\_\_

(Full and expanded description of the party with residential address)

Witnesses:

(1) Name and Address

Occupation

Signature

(2) Name and Address

Occupation

Signature

Date:

Place:

(To be authenticated/affirmed by 1<sup>st</sup> Class Magistrate/Notary Public)

Accepted by me on behalf of the President of India

Asstt. DGFT/Foreign Trade Development Officer

**Annexure- I to APPENDIX – 10K**

**(Post reporting of temporary export)**

**Letter of confirmation<sup>10</sup> for the return of SCOMET items**

Reference No:

Dt :dd/mm/yyyy

To

Director General Foreign Trade,  
SCOMET Cell  
DGFT (Hqrs.)  
Vanijya Bhavan, New Delhi 110011

Subject:- **Post reporting requirement- Letter of confirmation for return of SCOMET items**

Dear Sir,

I/We, \_\_\_\_\_ (company name), \_\_\_\_\_(complete address), had obtained SCOMET export authorization for export of imported SCOMET items on return basis vide SCOMET authorisation No. \_\_\_\_\_ dated \_\_\_\_\_ in terms of Para 10.12A of HBP.

**Or**

I/We, \_\_\_\_\_ (company name), \_\_\_\_\_(complete address), had obtained SCOMET export authorization for re-export of indigenous SCOMET items vide SCOMET authorisation No. \_\_\_\_\_ dated \_\_\_\_\_ in terms of Para 10.12B of HBP.

**Or**

I/We, \_\_\_\_\_ (company name), \_\_\_\_\_(complete address), had obtained SCOMET export authorization for export of SCOMET items for temporary purposes (demo/display/exhibition/tender)..... vide SCOMET authorisation No. \_\_\_\_\_ dated \_\_\_\_\_ in terms of Para 10.13A of HBP.

2. As per the conditions of DGFT's relevant **Para of HBP** dated I/We hereby confirm the following:

- (i) that items permitted vide SCOMET Export Authorisation No. \_\_\_\_\_ dated \_\_\_\_\_ has/have been returned to India from \_\_\_\_\_ (company, country) on \_\_\_\_\_ (date) are illustrated in the Table 1 below

**Or**

- (ii) that defective/damaged item(s) permitted vide SCOMET Export Authorisation No. \_\_\_\_\_ dated \_\_\_\_\_ has/have been brought back to India from \_\_\_\_\_ (company, country) on \_\_\_\_\_ (date) are illustrated in the Table 1 below

**Table 1 [Details of return of the SCOMET item(s)]**

Export Authorisation No. \_\_\_\_\_ dated \_\_\_\_\_ DGFT(Hq) File No. ....

S. No.	Item description	SCOMET Cat. / sub Cat.	ECCN No. of foreign country (if applicable)	Qty.	#BoE No. & Date (if applicable)	Description as per Bill of Entry(BoE) (if applicable)	Invoice No. (if applicable)
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<sup>10</sup>To be submitted by the Indian exporter on the letterhead of the company duly signed in ink and stamped by the authorised signatory

1.							
2.							

3. The following documents are attached for information:

- i. Bill of Entry
- ii. Invoice No.
- iii. Other relevant documents

Kindly acknowledge.

Signature

Date:

Place :

**AUTHORISED SIGNATORY**

Name (in capital letters only): \_\_\_\_\_

Designation: \_\_\_\_\_

Complete office address : \_\_\_\_\_

Telephone number (with ISD code): \_\_\_\_\_ or

Mobile No. : \_\_\_\_\_ Fax No with STD Code. : \_\_\_\_\_(if any)

Email: \_\_\_\_\_

**Company Stamp**