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Government of India  
Ministry of Commerce & Industry  
Department of Commerce  
Directorate General of Foreign Trade  
Udyog Bhawan

**Public Notice No. 63/2015-20**  
New Delhi, Dated the 18 February, 2020

**Subject:- Proforma of Undertaking in the form of Legal Agreement for grant of permission for export/re-export of items under SCOMET Control List for repair/replacement and display/exhibition/tender purposes.**

In exercise of the powers conferred under Paragraph 1.03 of the Foreign Trade Policy (FTP) 2015-20, the Director General of Foreign Trade (DGFT) hereby notifies the proforma of Undertaking, in the form of Legal Agreement, to bring back the SCOMET items, within the stipulated period (or extended time allowed), exported temporarily (wherever applicable) for the purpose of repair/replacement/ demo/display/exhibition/tender/ RFP/RFQ/ NIT in terms of Public Notice No. 36 dated 27.09.2019 and Public Notice No. 50 dated 27.12.2019, under para 2.79 of the Handbook of Procedures (HBP) of the Foreign Trade Policy (FTP) 2015-20, as amended from time to time, with immediate effect.


2. The requirement of an Undertaking to bring back the SCOMET item(s), within the stipulated period (or extended time allowed) controlled under SCOMET Control List, is illustrated as under:

Purpose	Relevant Para of HBP	Items covered	Relevant Public Notice No. & date
Export for Repair/replacement	2.79C (A)	Authorisation for export of imported SCOMET items for repair/return	PN No. 36 dated 27.09.2019
Re-export after repair/replacement in India	2.79C (B)	Authorisation for re-export of indigenous SCOMET items after repair/replacement	PN No. 36 dated 27.09.2019
Export for Demo/Display/ exhibition/ tender on temporary basis	2.79D(A)	Issue of export authorisation for demo/display/exhibition/tender etc. of SCOMET items	PN No. 50 dated 27.12.2019

3. The Undertaking in prescribed proforma is to be filled by the applicant exporters, duly signed in ink and stamped by the authorised signatory of the company and submitted alongwith online application with DGFT(Hqrs). In case of any additional sheet used alongwith the Undertaking, the same must be signed by the same person who signs the Undertaking. The Legal Undertaking shall be executed on the stamp paper of Rs. 200/- (as modified / amended from time to time). The return of SCOMET item(s) shall be intimated by the applicant exporter in the annexed proforma (**Annexure-I**) alongwith relevant documents

**4. Effect of this Public Notice:**

The proforma of Undertaking in the form of Legal Agreement is being notified to ensure the monitoring of return of SCOMET items allowed to be exported for the purpose of repair/replacement/demo/display/ exhibition/tender/RFP/RFQ/ NIT.

  
(Amit Yadav)  
18/2/2020

Director General of Foreign Trade  
Ex-officio Additional Secretary, Government of India  
E-mail: dgft@nic.in

**APPENDIX - 2AA**  
**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, Udyog 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 Public Notice No. 36/2015-20 dated 27.09.2019 (as amended)**

- (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 Public Notice No. 36/2015-20 dated 27.09.2019 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 Public Notice No. 36/2015-20 dated 27.09.2019 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 Public Notice No. 36/2015-20 dated 27.09.2019 (as amended)**

- (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 Public Notice No. 36 dated 27.09.2019 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/RFQ/NIT purposes) in terms of Public Notice No. 50/2015-20 dated 27.12.2019 (as amended)**

- (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 DGFT's Public Notice No. 50/2015-20 dated 27.12.2019 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, alongwith 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



**Letter of confirmation<sup>1</sup> for the return of SCOMET items**

**Annexure-I**

Reference No:

Dt : dd/mm/yyyy

To  
Director General Foreign Trade,  
SCOMET Cell  
DGFT (Hqrs.)  
Udyog Bhavan, New Delhi

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 Part A of Public Notice No. 36/2015-20 dated 27.09.2019 (as amended) .

**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 Part B of Public Notice No. 36 dated 27.09.2019 (as amended).

**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 Part A of DGFT's Public Notice No. 50 dated 27.12.2019 (as amended)..

2. As per the conditions of DGFT's relevant **Public Notice No. .... 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

<sup>1</sup>To be submitted by the Indian exporter on the letterhead of the company duly signed in ink and stamped by the authorised signatory

**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)
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**