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सीमा शुल्क आयुक्त का कार्यालय नव सीमा शुल्क भवन, पणंबूर, मंगलूर - ५७५०१० OFFICE OF THE COMMISSIONER OF CUSTOMS NEW CUSTOMS HOUSE, PANAMBUR, MANGALURU - 575 010				
CUS/LIC/413/2022-CH			Date: As e-signed	

DIN: 20230172MQ0000301698

PUBLIC NOTICE NO. 01/2023

M/s. Udupi Power Corporation Limited (subsidiary of Adani Power Limited), had been approved vide Public Notice No. 09/2012 dated 16.03.2012 as amended vide Public Notice No. 12/2013 dated 21.03.2013 and extended vide Public Notice 10/2018 dated 04.04.2018, as the custodian of Berth No. 15 of New Mangaluru Port Authority (NMPA), Panambur, Mangaluru for handling of bulk cargo, under Section 45 (1) of the Customs Act, 1962.

2. M/s. Udupi Power Corporation Limited (subsidiary of Adani Power Limited), vide letter Ref No. UPCL/PLANT/O&M/FM/2022-23/652 dated 02.12.2022, have furnished an application in Form-A as prescribed under Regulation 9(1) of Handling of Cargo in Customs Areas Regulations(HCCAR), 2009, for approval and renewal of the custodianship of Berth No. 15 of NMPA, Panambur, Mangaluru for handling of bulk cargo. The custodian has executed a Custodian Bond dated 30.11.2022, undertake to abide the condition specified in Handling of Cargo in Customs Area Regulations (HCCAR), the provision of Customs Act, 1962 and all Rules, Regulations, Circulars and Notifications made there under. The Bond stands valid from 01.02.2023 to 31.01.2028. Further, the custodian has also executed Import Continuity Bond dated 30.11.2022, for a sum of Rs. 15 Crores, as per CBEC Circular No. 42/2016 Customs dated 31.08.2016 and Customs Notification No. 115/2016 (N.T.) dated 26.08.2016. The custodian also has furnished General Insurance by HDFC Ergo General Insurance Company Limited, insuring Mangalore Port for a sum of Rs. 200 Crores as per Circular No. 42/2016 Customs dated 31.08.2016 and the said insurance is valid up to 18.10.2023. The said contingency insurance policy shall be renewed from time to time on expiry of the same. Further, the custodian has submitted Bank Guarantee No. 74/2012 dated 07.03.2012, for a value of Rs. 1,50,00,000/-, issued by Syndicate Bank in favour of Commissioner of Customs, Mangaluru, which is going to expire on 31.03.2023. The said Bank Guarantee shall be renewed on expiry of the same for a further period of 5 years and also insert the 'auto renewal' clause.

3. Now therefore, in exercise of the powers vested under Section 45 (1) of the Customs Act, 1962, (52 of 1962), I, Reena Shetty, Commissioner of Customs, Mangaluru, do hereby extend the custodianship of M/s. Udupi Power Corporation Limited (UPCL) for five years, as per the provisions of Regulation 10(2) and 10(3) of the HCCAR, 2009 ie, **up to 31.01.2028** or until further orders, whichever is earlier, in accordance with the provisions laid down under the Customs Act, 1962 and any other laws, rules and regulations, notifications, instructions, circulars, public notices made there under, subject to the following conditions:

- (i) M/s. Udupi Power Corporation Limited (UPCL), as the custodian of Berth No. 15 of NMPA, Panambur, for handling of bulk cargo, shall comply with the provisions of Section 45(2) and 45 (3) of the Customs Act, 1962 and Handling of Cargo in Customs Areas Regulations, 2009 as well as any other rules and regulations and instructions issued thereon from time to time, in this regard.
- (ii) If any imported goods/bilk cargo or goods meant for export are pilfered or lost after unloading in the customs area while in the custody of the custodian, then, in terms of the provisions of Section 45 (3) of the Customs Act, 1962, they shall be liable to pay duty on such goods as applicable.
- (iii) The custodian is responsible for any loss arising on account of fire, theft, pilferage etc and shall make good the loss to the importer and this liability is unambiguously of the custodian in any legal proceedings that may follow on account of fire, theft, pilferage etc.
- (iv) The custodian shall also ensure safe transport of the cargo discharged from the vessels and its dispatch after completion of all the Customs and Port formalities and shall be responsible for any pilferage, loss, damage in transit. The custodian shall also remain solely responsible for any legal suits arising out of loss, damage, theft etc.
- (v) The goods which are not cleared for home consumption or warehoused or transshipped within 30 days of unloading thereof, at customs stations or within such further time as the proper officer may allow or if the title to any imported or export goods is relinquished, shall not be sold under Section 48 of the Customs Act, 1962, by the CCSP/custodian unless the permission is sought from the proper officer of the customs.
- (vi) The custodian shall not lease, gift, sell or sublet or in any other manner transfer any of the premises in a customs area; or sub contract or outsource functions permitted or required to be carried out by him in

terms of these regulations to any other person, without the written permission of the Commissioner of Customs.

- (vii) The custodian shall publish and display the schedule of charges for the various services provided by him in relation to the imported goods or export goods in the customs area.

4. Further, the custodian shall provide the following as required under Regulation 5 of Handling of Cargo in Customs Areas Regulations, 2009.

- (i) Infrastructure, equipment and adequate manpower for loading, unloading, stacking, handling, stuffing and de-stuffing of containers, storage, dispatch and delivery of containers and cargo etc., including:
 - (a) standard pavement for heavy duty equipment for use in the operational and stacking area;
 - (b) storage facility, separately for imported, export and transshipment goods;
 - (c) gate complex with separate entry and exit;
 - (d) adequate parking space for vehicles;
 - (e) boundary wall;
 - (f) internal service roads;
 - (g) electronic weigh-bridge and other weighing and measuring devices;
 - (h) computerized system for location and accountal of goods, and processing of documents;
 - (i) security and access control to prohibit unauthorized access into the premises, and
 - (j) such other facilities as the Commissioner of Customs may specify having regard to the custody and handling of imported or export goods in a customs area;
- (ii) safe, secure and spacious premises for loading, unloading, handling and storing of the cargo for the projected capacity and for the examination and other operations as may be required in compliance with any law for the time being in force.
- (iii) insurance for an amount equal to the average value of goods likely to be stored in the customs area based on the projected capacity (as amended by Circular No. 42/2016 Customs dated 31.08.2016), and for an amount as the Commissioner of Customs may specify having regard to the goods which have already been insured by the importers or exporters.
- (iv) Undertake to bear the cost of the Customs officers posted, at such customs area, on cost recovery basis, by the Commissioner and shall make payments at such rates and in the manner prescribed, unless

specifically exempted by an order of the Government of India in the Ministry of Finance;

- (v) Execute a bond equal to the average amount of duty involved on the imported goods and ten per cent of value of export goods likely to be stored in the customs area during a period of thirty days (as amended by CBEC Circular No. 42/2016 Customs dated 31.08.2016 and Customs Notification No. 115/2016 (N.T.) dated 26.08.2016) and furnish a bank guarantee or cash deposit equivalent to ten per cent of such duty;

5. The custodian shall also ---

- (a) keep a record of imported goods, goods brought for export or transshipment, as the case may be, and produce the same to the proper officer as and when required;
- (b) keep a record of each activity or action taken in relation to the movement or handling of imported or export goods and goods brought for transshipment;
- (c) display or make available in any other manner, information of process or movement or handling of imported or export goods and goods brought for transshipment;
- (d) demarcate separate areas for unloading of imported goods for their storage with respect to the category of importers, nature of goods, place of destination, mode of transportation or any other criterion as the Commissioner of Customs may specify having regard to the custody and handling of imported goods in a customs area;
- (e) demarcate separate areas for loading of export goods for their storage with respect to categories of exporters, nature of goods, examined and sealed containers or other criterion as the Commissioner of Customs may specify having regard to the custody and handling of export goods in a customs area;
- (f) not permit goods to be removed from the customs area, or otherwise dealt with, except under and in accordance with the permission in writing of the proper officer;
- (g) not permit any export cargo to enter the customs area without a shipping bill or a bill of export having been filed with the proper officer;

- (h) not permit any import cargo to enter the customs area or be unloaded therein without the import report or the import manifest having been filed with the proper officer;
- (i) be responsible for the safety and security of imported and export goods under its custody;
- (j) be liable to pay duty on goods pilfered after entry thereof in the customs area;
- (k) be responsible for the secure transit of the goods from the said customs area to any other customs area at the same or any other customs station in accordance with the permission granted by the proper officer;
- (l) subject to any other law for the time being in force, not charge any rent or demurrage on the goods seized or detained or confiscated by the proper officer;
- (m) dispose off in the manner specified and within a time limit of ninety days, the imported or export goods lying unclaimed, uncleared or abandoned:

Provided that the period of ninety days may be extended by the Commissioner of Customs by such further period as may be allowed, on sufficient cause being shown for delay in the disposal;
- (n) not make any alteration in the entry or exit points or boundary wall without the permission of the Commissioner of Customs;
- (o) shall observe the Central Government holidays as followed by the jurisdictional Customs formations and in case of any variation in the working days, intimate the same to Commissioner of Customs and the trade, at least seven days in advance, and
- (p) abide by all the provisions of the Act and the rules, regulations, notifications and orders issued there under.

6. This renewal of custodianship shall be subject to the following conditions:-

- I. Compliance of the custodian with legal requirements as stipulated above, as per the provisions of Section 45(2) and 45(3) of the Customs Act, 1962 and Handling of Cargo in Customs Areas Regulations, 2009.
- II. Renewal of Bank Guarantee No. 74/2012 dated 07.03.2012, for a value of Rs. 1,50,00,000/-, issued by Syndicate Bank in favour of Commissioner of Customs, Mangaluru, which is going to expire on

- 31.03.2023 for a further period of 5 years, and furnish the same to this office. The said Bank Guarantee should be inserted the 'auto renewal' clause.
- III. Renewal of import continuity bond for Rs. Fifteen Crores and insurance policy furnished by M/s. Udupi Power Corporation Limited from time to time on a periodical basis before the expiry of validity period mentioned and furnished along with the application as in Form-A
- IV. Bear the cost of the Customs officers posted, at such customs area, on cost recovery basis, or get exemption from the cost recovery charges from DGHRD and furnish the same to this office.
- V. This permission shall not be construed as un-restricted leave to the custodian to delegate any function of the custodian to a person, firm or company other than those specified herein above.
- VI. All charges from the users of the services shall be collected by the custodian only and the custodian has to pay for the activities outsourced.

The approval given is without prejudice to cancellation for contravention of any expressly stated provisions or other relevant provisions.

(REENA SHETTY)
COMMISSIONER

To:

1. The General Manager, M/s. UPCL (Subsidiary of Adani Power Limited), Yelluru Village, Pilar Post, Padubidri, Udupi-574113.
2. The Deputy/Assistant Commissioner (Docks/Tech/Preventive/Audit/CH).
3. The President, Custom Brokers Association, Mangaluru.
4. The President, Steamer Agents Association, Mangaluru.
5. EDI Section for posting in the website of Mangaluru Customs Commissionerate.

Copy submitted to: The Chief Commissioner of Customs, Bengaluru Zone, Bengaluru.