



# FIRSTRAND BANK

Application for\* \_\_\_\_\_ Irrevocable Documentary Credit issued by : \*\* \_\_\_\_\_ Date \_\_\_\_\_  
\* Confirmed, Revolving, Transferable, Unconfirmed, Standby \*\*Swift or Mail

To : Trade Services  
FirstRand Bank Limited  
TCG Financial Centre, 4th Floor,  
C- 53, G – Block, Bandra Kurla Complex,  
Mumbai – 400 051.

Please refer to page 4 for guidelines for completion. Codes : M = Mandatory; M/O = Mandatory and/or optional; O - Optional

**1. Date and Place of expiry** 31D M : Date \_\_\_\_\_ Place \_\_\_\_\_

**2. Applicant** 50 M : Name \_\_\_\_\_  
M : Address \_\_\_\_\_  
: \_\_\_\_\_  
: Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
: Email \_\_\_\_\_

**3. Beneficiary** 59 M : Name \_\_\_\_\_  
M : Address \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_  
: Tel. No. \_\_\_\_\_ Email \_\_\_\_\_

**4. Advising Bank** O : \_\_\_\_\_  
: \_\_\_\_\_

**5. Currency and Amount** 32B M : Currency \_\_\_\_\_ Amount \_\_\_\_\_  
M : (in words) \_\_\_\_\_  
: \_\_\_\_\_

**Percentage Amount Tolerance** 39A O : + \_\_\_\_\_ % / ? \_\_\_\_\_ %

**Credit Available With** 41A M :  Any Bank **OR** \_\_\_\_\_

**6. Payment Terms** 41A M : By Sight Payment  By Deferred Payment   
By Negotiation  By Acceptance

**Deferred Payment Details** 42P O : At \_\_\_\_\_ days after \_\_\_\_\_

**By Mixed Payment** 42M O :  \_\_\_\_\_

**By Acceptance (Draft Required)** 42C O : Drawn at \_\_\_\_\_ days from Shipment Date  Sight

**7. Partial Amount** 43P O : Allowed  Not Allowed

**8. Transhipment** 43T O : Allowed  Not Allowed

**9. Place of taking in charge / Dispatch from / Place of receipt** 44A O : \_\_\_\_\_

**Port of Loading / Airport of Departure** 44E O : \_\_\_\_\_

**Port of Discharge / Airport of Destination** 44F O : \_\_\_\_\_

**Place of Final Destination / For transportation to / Place of delivery** 44B O : \_\_\_\_\_

**Latest shipment date** 44C O : \_\_\_\_\_

10. Brief description of merchandise /

Services

45A M : \_\_\_\_\_

\_\_\_\_\_ ITC HS Code \_\_\_\_\_

Shipment terms as per incoterms 2010

: (e.g. FOB or CIF, etc \_\_\_\_\_ location \_\_\_\_\_

11. Document required

46A

M :

11a. Invoice

M : Commercial Invoice in \_\_\_\_\_ originals and \_\_\_\_\_ copies issued by.

\_\_\_\_\_ confirming goods in accordance with pro-forma/indent/order/contract

dated \_\_\_\_\_ number \_\_\_\_\_

11b. Transport Document

M/O :  Full Set  Full Set Less \_\_\_\_\_ of clean'on board'Marine Bills of Lading to order of FirstRand Bank India / blank endorsed marked

Freight Prepaid  Freight Collect

: Notify \_\_\_\_\_

M/O :  Airway Bill Consigned to FirstRand Bank India / applicant made

Freight Prepaid  Freight Collect

O :  Other \_\_\_\_\_

11c. Insurance

M :

Beneficiary

:  Original insurance policy of certificate plus \_\_\_\_\_ copies blank endorsed for the invoice value plus \_\_\_\_\_% covering institute cargo clause A, Including war risks, strikes, riots and civil commotions. Claims payable in India.

Any other risk \_\_\_\_\_

11d. Other Documents

O :  Certificate of origin in \_\_\_\_\_ originals and \_\_\_\_\_ copies issued by

showing origins of goods as \_\_\_\_\_

O :  Packing list in \_\_\_\_\_ originals and \_\_\_\_\_ copies issued by

stating \_\_\_\_\_

O :  Weight certificate in \_\_\_\_\_ originals and \_\_\_\_\_ copies issued by

stating \_\_\_\_\_

O :  Beneficiary's certificate confirming that \_\_\_\_\_

O :  Other \_\_\_\_\_

12. Additional Conditions

47A

O :  \_\_\_\_\_

13. Special instructions if any

O :  \_\_\_\_\_

14. Overseas Bank's Charges

71B

M : All bank charges outside India are for account of the:

:  Beneficiary  Applicant

: Please debit my/our Account no. \_\_\_\_\_ for your charges and margin for the issuance of this Letter of Credit.

: Other \_\_\_\_\_

15. Period allowed for presentation of documents

48

O : \_\_\_\_\_

**16. Confirmation**

49

M :  Required  Not required

: Confirmation charges are for the account of the:  
(if left blank, charges will be for the account of the beneficiary.)

Applicant  Beneficiary

: Telegraphic advice with documents to follow by courier.

**17. Advice of Drawings**

**18. Import Permit**

M :  Required and has been issued and held available for inspection by the bank.

Import Permit number: \_\_\_\_\_

Not required

We confirm that the goods are not on the Negative list of goods as per extant Import Export Policy.

This Documentary Credit is subject to Uniform Customs and Practice for the Documentary Credits, 2007 revision, ICC Publication no. 600, Uniform rules for Bank to Bank Reimbursement under Documentary Credits, ICC Publication No. 725 and amendments / modifications Issued from time to time, interpretations or clarifications thereof including avoidance of doubt, decision dated 6th April 1998 issued by ICC regarding the impact of the EURO on monetary obligation relating to transactions involving ICC rules.

I/We agree to be bound by the continuing commercial agreement executed and the General conditions appearing therein.

I/We hereby undertake to submit Exchange control Copy of the Bill of Entry / Postal Wrapper / Courier Wrapper as per the prevailing FEMA guidelines.

I/We request to issue for my / our account irrevocable documentary credit in the form used by yourselves as above in terms of and subject to my/our signed general application for documentary credits, which conditions are binding upon me/us.

For and on behalf of \_\_\_\_\_

\_\_\_\_\_  
Authorised Signature

\_\_\_\_\_  
Authorised Signature

\_\_\_\_\_  
Customer Account Number

**Enclosures :**

- FEMA Declaration
- Purchase orders / Proforma Invoice
- Import Licence (If applicable)
- Insurance Certificate (If to the A/C of applicant)

For Office use only	
Advanced aspect confirmed	
Signatures verified	
Cash security held for _____	
Manager's Signature & Branch Stamp	

**Beneficiary's Banking Details**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Notes:**

- 1. Date and Place of expiry** : The date should be the last date on which the beneficiary will be permitted to present documents.
- 2. Applicant** : Your full name and address to be furnished.
- 3. Beneficiary** : The full name and address of the supplier to be furnished.
- 4. Advising Bank** : Provide full name and details of the Advising Bank if required.
- 5. Currency & Amount** : The currency and amount as quoted on the pro-forma/invent/order/contract for the full cost of goods.  
If used, the words approx., about of similar expressions are to be construed as 10% tolerance. Any tolerance must be specified.
- 6. Payment Terms** : **Sight....** The beneficiary is to be paid at sight, no drafts are required.  
**Deferred Payment....** The beneficiary is to be paid at a future date, e.g. 180 days from shipment date and no drafts are required.  
**Negotiation....** The beneficiary will only be paid after receipt of complying documents by ourselves.  
**Acceptance....** The beneficiary is to be paid at a future date, e.g. 180 days from shipment date and no drafts are required.  
**Mixed Payment....** Specify the mixed payment terms for example: 10% of L/C amount payable at sight and 90% of the L/C amount payable by deferred payment at 60 days after shipment date.
- 7. Partial Shipment** : Are the goods required in one or more shipments? Should neither block be marked, part-shipment will be allowed.
- 8. Transshipment** : Do you wish transshipment to be allowed? should neither block be marked, transshipment will be permitted.  
(In need refer to your shipper/forwarding agent).
- 9. Shipped/Consignee** : (In need refer to your shipper/forwarding agent).  
Place of taking in charge/Dispatch from/Place of receipt  
Port of loading /Airport of departure  
Port of Discharge/Airport of destination  
Place of final destination /for transportation to/Place of delivery  
**Latest Shipment Date....** The latest expected shipment date as arranged between you and the seller
- 10. Brief Description of Merchandise** : Be short and concise as banks deal in documents and not in goods.  
**Shipment Terms...** The terms of shipment that the Seller has undertaken to provide. (e.g. ex-works, CIF etc)
- 11. Documents required** :
  - 11a. Invoice** : The document providing the details of the shipment amount plus the description of merchandise and your confirmation of goods supplied in terms of the original agreement. Please state number of copies required.
  - 11b. Transport Document** : Where one or more negotiable bills of lading are to be forwarded to a specified party the set will become full set less 1 or 2 (See Beneficiaries Certificate).
  - 11c. Insurance** : When shipment terms are CIF or CIP an insurance policy or certificate should be called for as the seller has undertaken to provide insurance cover. The insurance covered should be least 110% of the CIF or CIP value of the goods. If transshipment is to be allowed, a transshipment clause must be called for.
  - 11d. Other Documents** : (Please state number of copies required, e.g. duplicate, etc)  
**Certificate of origin...** Required for clearing of certain goods.  
**Packing List...** If required by your company.  
**Weight Certificate...** If required by your company.  
**Beneficiary's Certificate...** This would be required to ensure that the seller has complied with certain conditions that the banks would be unable to ascertain from the documentation or the credit e.g. that one set of negotiable documents had been sent to a specified party.  
**Other...** Could be a certificate of analysis, health, or any other document relevant to your line of business.
- 12. Additional Conditions** : Other conditions which the seller has to meet which have not been previously mentioned (which must be evidenced by the documents in order for Banks to check).
- 13. Special Instructions** : Any special instructions you wish to give us. May also be used as an overflow for additional conditions.
- 14. Overseas Bank Charges** : For whose account are the overseas bank charges? Should neither block be marked the charges will automatically be for your account  
**Other...** Specify if there is a mixed charge structure.  
Please note that our charges are for your account unless specifically arranged between yourselves and the seller. In the event of any charges under this credit being irrecoverable, these will then be for your account
- 15. Period allowed for presentation** : Relates to the number of days the seller is given to present documents to bank where the L/C expires.  
The lesser the number of days the less likely you are to be faced with demurrage and other charges. The number of days mentioned here would also then be the difference between shipment and expiry dates (normally 21 days)
- 16. Confirmation** : **If Required....** We could request our correspondent bank to guarantee payment provided documents are in order. This will incur additional overseas bank charges.
- 17. Advice of Drawings** : Telegraphic advice with documents to follow by courier.
- 18. Import Permit** : Specify whether an import permit is required depending on the type of goods.

**Terms Pertaining To Issue of Irrevocable Documentary Credit  
Requested By The Applicant**

**The Applicant and the Bank agree as follows:**

**1. Definition.** In this agreement

**“Applicant”** means the party signing the Application as defined below;

**“Applicable Law”** means any national, provincial or local law, ordinance, regulation, rule, code, administrative order, requirement or rule of law of India;

**“Application”** means the application for irrevocable Documentary Credit made to the Bank by the Applicant, which if accepted by the bank as its sole discretion, shall be read in conjunction with these Terms & Condition, and shall together form part of same agreement;

**“Bank”** means FirstRand Bank Limited-India

**“Beneficiary”** means the person designated in the Application in favour of which the Applicant has requested the bank to issue the Credit and, if the Credit is designated as transferable, each person to whom the beneficiary transfer the Credit or part thereof;

**“Branch”** means the branch or office designated in the Application;

**“LC” Or “Credit”** means the irrevocable documentary credit made/issue by the Bank upon acceptance by it of the Application of the Applicant, and, includes any irrevocable documentary credit issued upon transfer of the LC, if the LC is transferable;

**“Force Majeure”** means:

- i. fire, flood, earthquake, elements of nature or acts of god,
- ii. acts of war, terrorism, riot, civil disorder, rebellion, strike, lockout or other labour disruption
- iii. equipment, system, communication, power or transmission disruption, failure, malfunction or error,
- iv. any measure taken by any actual or purported domestic or foreign government or other authority that prohibits, restrict, taxes, confiscated, withholds or otherwise places an embargo on or interferes in whole or in part with any Credit request or issue under this Agreement; or any other similar cause beyond the reasonable control of the Bank;

**“Foreign Currency”** means any currency other than Indian Rupees;

**“Local Currency”** means Indian Rupees;

**“Person”** means any include any individual, company, association, partnership, business trust, joint stock company, joint venture, trust, estate or other entity or organization of whatever nature;

The expressions "herein", "hereof", "herewith", "this Agreement" and "this Application" refer to the Application for Irrevocable Documentary Credit and to these Terms.

2. The Applicant hereby irrevocably authorize the Bank to pay forthwith any sum required to be paid by the Bank to the Beneficiary to honour the LC; provided that the payment made by the Bank honour the LC shall not exceed the maximum amount mentioned in the Application (after considering the tolerance percentage) and shall always made in the currency(s) specified in the Application. For the purpose of honouring the LC, the Bank shall not be required to refer to or seek any confirmation or verification whatsoever from the Applicant. The Bank agrees that payment to honour the LC shall always be made to the credit of the person mention in the Application, or where the credit there under is specified as transferable, to the transferee thereof.
3. The Applicant agree to pay forthwith, whenever so demanded, to the Bank all dues in relation to the LC, including the moneys paid by the Bank to honour the LC, the agreed rate of commission payable to the Bank, any expenses incurred by the Bank for the purpose of the present transaction, etc. Any moneys paid by the Bank hereunder in foreign currency, shall be repaid by the Applicant at the currency selling rates (of the Bank) existing on the date on which the Bank makes payment for such amount(s) or on the date on which the Applicant is required to make payment to the Bank hereunder, whichever is higher. The Applicant shall be liable to pay interest to Bank at such rates as determined by the Bank on case-to-case basis in case of any delay in payments. The Bank may also book forward contracts on the specific written request by the Applicant to the Bank in this regards. All expenses in this regards shall be to the account of the Applicant, and the Applicant shall bear the risk attached to such transaction.
4. Where the Applicant has a current account with the Bank, the Applicant hereby irrevocably authorized the Bank to debit all sums payable hereunder to the said account of the Applicant with the Bank. It is agreed that such debit to the account of the Applicant by the Bank shall be deemed to be a valid demand for payment under Clause 3 hereinbefore.
5. The Applicant agree to pay all charges and expenses to be incurred by the Bank or reimburse the Bank for such charges and expenses already incurred by it in relation to the LC, as also any charges and expenses of other person (including Banks) or paid or to be paid by the Bank owing to the failure of the Beneficiary to pay such charges and expenses.
6. **Bank's Security:** The Applicant agrees and acknowledge that all documents referred to in the Application which may come into the possession of the Bank, the goods mention therein and any realizations therefrom are hereby pledged and assigned to the Bank to secure all the dues payable by the Applicant to the Bank hereunder. The Bank shall have the right to dispose of the goods or documents pertaining thereto in such manner as the Bank shall consider fit to recover the aforementioned dues , and the Applicant agrees to accept the Bank's account of all realizations made therefrom and any expenses of whatsoever nature incurred by the Bank in the progress
7. The Applicant agrees to keep the aforementioned goods insured, with the Bank being made a co-loss payee. Such insurance shall always cover all the usual risks to which the goods may be subject. Further, the Applicant agrees to deliver to the Bank the relevant insurance policy(s) as when called upon to do so by the Bank.

8. **Indemnification** : The Applicant shall indemnify and keep the Bank harmless from all losses, damages, costs, demands, claims, expenses and other consequences Incurred, suffered or sustained by the Bank by entering into the present transaction (including enforcing the aforesaid security); provided that any such losses, expenses, etc. so sustained or incurred or suffered by the Bank shall not be resulting from Its own gross negligence or wilful misconduct and shall not be required to so indemnified by the Applicant.
9. **All communications** sent by the Bank at the address mentioned in the Application (or any changed address duly intimated to the Bank by the Applicant in writing) shall be deemed to have been duly served on the Applicant.
10. **Rights Conferred On Bank Are Additional** : The rights and powers conferred upon the Bank hereby are in addition and without prejudice to any other rights which the Bank may now or hereafter enjoy and the security provided hereby is in addition to and without prejudice to any security of any kind which the Bank may now or hereafter hold for the account of the Applicant. The Applicant agrees to provide the Bank with such further security as the Bank may require from time to time for the Applicant's obligations hereunder.
11. **Application and Benefit** : The provisions hereof shall apply to the Credit and any transfer thereof as varied from time to time with the consent of the Applicant and other requisite parties and this Agreement shall be binding upon the Applicant and the Bank and their respective heirs, executors, administrators, successors and assigns.
12. **Complying Presentation** : Notwithstanding any provision in UCP to the contrary, unless the Application hereof expressly provides otherwise, the Bank may accept as complying with the terms of the Credit any documents or instruments required by the Credit to be completed, signed, presented or delivered by a Beneficiary which has or have been completed, signed, presented or delivered by a receiver, trustee In bankruptcy, assignee for the benefit of creditors, secured party or other like person believed in good faith by the Bank to be lawfully entitled to the Beneficiary in the Credit and the Bank may make payments under the Credit to such person. The provisions of this paragraph 12 are inserted for the sole benefit of the Bank and may not be relied upon by any other person whatsoever.
13. **Compliance with government regulations** : The Applicant shall comply with any and all domestic and foreign governmental requirements in regard to the present transaction and the related shipment of goods, and the Bank is hereby released from all liability or responsibility in connection therewith.
14. The Bank shall not be liable for any error, failure or delay in performance of the Bank's obligations under this Agreement caused directly or indirectly by any event in the nature of Force Majeure.
15. I/we agree to procure promptly any necessary import and/ or export or other license for the import, export or shipping of the goods and to comply with all foreign and domestic government regulations in regard to the shipment of the goods or the financing thereof and to furnish such certificates in that respect as you may at any time require, and to keep the goods adequately covered by insurance, in companies satisfactory to you at your opinion and to furnish you if demanded with evidence of acceptance by the insurance or such assignment. Goods adequately covered by insurance, in companies satisfactory to you at your opinion and to furnish you if demanded with evidence of acceptance by the insurance or such assignment.

16. We hereby authorize you to crystallize the bill in case if the payment is not made within 10 days from the date of receipt of documents or due date whichever is earlier.
17. We also undertake to submit Exchange Control Copy of Bill of Entry within 90 days from the date of payment in case of Sight Bills or before due date in case of usance Bills received under this LC.
18. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of India, and any disputed arising here from shall be subject to the exclusive jurisdiction of the Courts at Mumbai.