**IRREVOCABLE DOCUMENTARY CREDIT APPLICATION – NATIONAL SAVINGS BANK D:\quick fish\NSBLogo.jpg**

*Please select where applicable.*

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| --- | --- | --- | --- | --- |
| **Issuing Bank**  (Field 51A)  ***National Savings Bank*** | **Applicant Name** (Field 50)  **Address**  Tel No / Fax No.  Contact Person  E-Mail Address  BOI Registration No. (if any ) | | | **DOCUMENTARY CREDIT NUMBER** |
| **Date** | **Currency & Amount (Field 32B)**  **Amount in Words :** |
| ***Office Use***  **Serial No:** | | Credit will be established by full Tele-transmission. | | Transferable ( ) Not Transferable ( )  **Partial Shipment** (Field 43P)  Allowed ( ) Not Allowed ( )  **Transshipment** (Field 43T)  Allowed ( ) Not Allowed ( ) |
| Date & Place of Expiry of the Credit  (Field 31D) | | **Beneficiary** (Field 59)  **Name & Address:** | |
|  | |
| Trade Term :  If Shipment by Sea /Inland Waterway  FOB ( ) CFR ( ) CIF ( ) FAS ( )  If Dispatched by Air / Any Mode  EXW ( ) FCA ( ) CPT ( ) CIP ( )  Other Terms ……………………… | | Insurance will be covered by us ( )  Open Cover/ Policy No. |
| **Confirmation of Credit to Beneficiary (**Field 49)  Requested ( ) Charges to Beneficiary ( ) Applicant ( )  Not Requested ( ) | | **All Bank Charges Outside Sri Lanka shall be borne by**  Beneficiary ( ) Applicant ( ) (Field 71B) |
| (Field 44A) Place of Taking in charge / Dispatch from / Place of receipt  ………………………………  (Field 44E) Port of Loading / Airport of Departure  ………………………………  (Field 44F) Port of Discharge / Airport of Destination  ………………………………  (Field 44B) Place of Final Destination / For Transportation To / Place of Delivery ………………………………..  (Field 44C) Latest Date for Despatch/ Receipt/ Shipment …………………………. | | | **Credit to be available with Bank** (Field 41**)**  **……………………………………………………..**  By Sight Payment ( ) By Acceptance ( )  By Negotiation ( ) By Deferred Payment ( )  against presentation of the documents detailed hereafter.  **Drafts Required** (Field 42C)  No ( ) Yes ( )  Sight Term/ Usance……… days tenor from date of  BL/ AWB/ Invoice………….………………….  To be drawn on Issuing Bank/ Confirming Bank (Field42) **Advice through Bank** (Field 57) | |
| **Goods/ Services/ Performances (brief description without excessive details) (Field 45A)**  **H.S. No(s) :** | | | | |
| **Documents to be presented by the beneficiary** (Field 46A)  ( ***) Manually signed Commercial Invoices*** …….. copies, quoting Import License No (if any) ……………… and showing Cost /Freight & Insurance charges separately, certifying that Shipment/Despatch is in conformity with PI /Indent No………………………. Dated ……… ………  ( ) ***For shipment by Sea***: full set clean On Board marine bills of lading ( ) Multi Model/Combined Transport Document ( )  Charter Party Bill of Lading ( ) Tindal Receipt ( ) issued to the order of National Savings Bank Account /Applicant **OR**  ( ) ***For shipment by Air***: Air Way Bill ( ) Courier/Post Receipt ( ) Evidencing dispatch of the consignment to National Savings Bank Account/Applicant  Freight Prepaid ( ) Freight Payable at Destination ( ) and ( ) Notify Applicant /Other ……………………………………  ( ) Insurance Policy /Certificate for ….. % above for full CIF Value payable to the order of NationalSavings Bankcovering Institute Cargo Clauses  ( **A/ B/ C),** Institute War Clauses (Cargo), Institute Strikes Clauses (Cargo) …………………………………………………………………………………………………………………………………..  ….………..……………………………………………………………………………claims payable in Colombo.  ( ) Certificate of . …………………… Origin **& Or** Combined Certificate of Origin and Invoice  ( ) Packing List in ………… copies  ( ) Certificate from the Beneficiary stating that a copy each of the documents called for under the Credit has been airmailed/couriered/faxed direct to the Buyer within …… Days of shipment /Despatch (Fax No………………………)    **Additional Conditions (Field 47A)** (*Please attach separate sheet if space below is not sufficient* )  ……………………………………………………………………………………………………………………………………………………  Documents to be presented within …….. days after the date of issuance of the shipping documents but within the validity of the credit **(F.48)**  ( ) Tolerance of……… % in quantity and value acceptable.  We request you to issue Irrevocable Documentary Credit for our account in accordance with the above instructions and please refer any annexure which forms an integral part of this Application.  The credit shall be subject to the Uniform Customs and Practice for Documentary Credits 2007 Revision Publication No.600 of the International Chamber of Commerce, Paris, France, In so far these are applicable and to the terms of the agreement contained overleaf. We/I authorize you **(1)** to debit our/my Account No………………………………… at your ………………………………Branch with Statutory Levies, Margin and all other Charges in connection with this Credit **(2)** at your discretion to convert the value of the Bill(s) to be drawn under this Credit to Sri Lanka Rupee Liability if the bill remains unpaid for 5 Banking days from the date of receipt of shipping documents by Bank in the case of Sight Bills, and on the due date in the case of Usance Term Bills, and I undertake, agree and promise to pay all amounts due on the bills remaining unpaid.  ( ) We wish to enter into a Forward Exchange Contract. ( ) We do Not wish to enter into a forward Exchange Contract.    ……………………………………………………………………………………. Signature Verified :  Name Stamp & Authorized Signature(s) of the Applicant(s) | | | | |

**Agreement Relating to Issue of Letter of Credits**

In consideration of your issuing the Letter of Credit in accordance with the particulars overleaf and your agent negotiating / accepting the draft(s) under this Credit, I/We hereby further agree:

**(1)** To repay you all monies paid in pursuance of this Credit together with any local and foreign Bank charges with interest, at such rate as maybe fixed by you from time to time and also to authorize you to charge into any of my/our accounts with all the bank commission and customary charges as well as all monies so paid for which you are liable under this Credit and that I/We will duly accept drafts negotiated under the credit on presentation and pay them at maturity.

**(2)** To hold you and your agent free of any responsibility for any damages to merchandise shipped or for deficiency or defect in the quality, quantity, weight or value thereof and further free from any responsibility for the correctness, genuineness, regularity or validity of documents submitted if apparently in order for the loss or delay in forwarding of the documents or for any delay or deviation from instructions in respect of shipment. The Bank reserves the absolute right to determine whether or not the said documents submitted are in order in the event of any dispute.

**(3)** That the said documents or the merchandise covered thereby and the insurance benefits to be claimed thereon in case of loss whatsoever shall be held by you as collateral security for due acceptance and payment to all or any drafts drawn or any other money/monies due to you under this Credit. In case of non acceptance or non acceptance or non-payment of the drafts drawn hereunder I/We hereby agree and undertake to return on demand to you the merchandise covered by this Letter of Credit and you are hereby authorized or empowered to sell without notice the merchandise or any part thereof at public auction private sale and after deducting all expenses including commission connected therewith you have the power to apply the net proceeds towards payment of the said draft(s) or any other indebtedness to you including the interest accrued thereon and if the proceeds of the sale or money recovered under insurance, or both together, should be insufficient for the purpose. I/We agree to pay any deficiency in demand. The receipt by you of other collateral merchandise or cash now in your hands or hereafter deposited with you, shall not in any way affect your power to resell the pledged merchandise or to receive any money recoverable under insurance, and to apply the proceeds of the sale and / or the insurance money as aforesaid.

**(4)** To hold the bank and its officers and correspondents free from any responsibility for any inaccuracy, interruption, omission, error or delay which may result in and from the transmission of its instructions by the postal, cable and telegraph authorities, or from any ambiguity in his/her instructions.

**(5)** To hold the Bank free from any responsibilities and to reimburse the Bank for any monies paid even should the merchandise be diverted or over-carried or fail to arrive or be refused Landing at destination through any act of way or restrictions imposed by the government ordinance or due to whatever cause, whenever shipments are made to a Port other than the ports in Sri Lanka. I/We shall retire the drafts on demand of payment although the carrying vessel may not have arrived at such ports.

**(6)** That where the credit calls for the insurance to be effected by the buyers to keep the property covered by insurance in the joint names of the Bank and myself/ourselves or to transfer or assign the insurance policy or Certificate to the Bank in manner satisfactory to you and produce such policy to you when called for by you and incase of the expiry of any insurance, you are at liberty to insure for any of my/our accounts until such time as deemed necessary.

**(7)** That the delivery of the documents of title goods with or without the draft by the Bank to me/us against a Trust Receipt or other form of security affecting the merchandise contained therein or without security as the case may be shall not release me/us from my/our undertakings and obligations under these conditions which the Bank may enforce independently or in conjunction with the rights conferred on the bank by the security given.

**(8)** To sign, execute and deliver any transfers, deeds or documents which the Bank may require me/us to sign execute and deliver for perfecting the Banks’ title to the merchandise and the said documents and/or for vesting the same to any purchasers from the Bank.

**(9)** To provide the Bank at or before maturity with sufficient funds to meet all disbursements and acceptance together with commission, interest, charges and other incidental expenses.

**(10)** That in the instance where the Bank has not required payment of all monies due under this Credit as a condition for the release of the documents of title relating to the goods, and notwithstanding the same, if at any time before you release the said documents to me/us, while any monies due to you under this credit remain unpaid, I/We, am/are adjudicate insolvent/or and order for winding up is made by a competent court and or then Bank is credibly informed that I/We am/are financially unsound and unable to meet my/our liabilities un full or I/We am /are likely to adjudicated insolvent/likely to be wound up/or that a petition for such a adjudication /winding up has been filed or proceedings have been taken against me/us or that an application has been made against me/us for an order or orders under the part xii of Companies Act, No. 07 of 2007, you will be entitled to withhold the said documents from me/us and to exercise your security interest/lien until all monies due to you under this credit are paid to you or adequately secured.

**(11)** To bear and pay all freight and landing charges on the goods whenever requested to do so by the Bank.

**(12)** To pay the Bank, on demand any additional margin either by payment of cash or by deposit or transfer of any additional property or security.

**(13)** To pay/reimburse the nominated bank for any drawing(s) against credit complied documents as per the nominated bank’s determination even if the documents have been lost in transit between the nominated bank and the issuing bank / or the confirming bank.

**(14)** To admit and regard all promises, agreements and undertakings contained herein notwithstanding any extension renewal, renovation or modifications of any kind in the terms of the Credit which you may have cause to be done at my/our request. And in the events of this application and agreement being signed by two or more whether as partners or in the name of the firm or in any other capacity, each and all such parties signing shall be deemed JOINTLY and severally liable there under. Notwithstanding any change of partners in the firm whether arising from the death or retirement of one or more partners or the accession of one or more new partners, Agreement shall remain valid and enforceable.

**(15)** You are authorized to make any additions to the documents specified under this Credit which you may consider necessary to ensure compliance with government regulation and in terms of international standard banking practice but you are not obliged to do so.

**(16)** If this credit to be advised through your agency or correspondent bank in U.S.A., you are authorized to accept at your sole discretion American institute clauses insurance policies.

**(17)** We certify that the import of the goods described above is not prohibited or restricted and that we hold and undertake to exhibit to you a valid import license where such license is required.

**(18)** I/We do hereby waive any notice or notice of dishonor which are legal requirements.

**(19)** It is further agreed that this agreement cannot be either revoked or altered in any way except in writing with your express consent.

And We further declare that this agreement shall not be affected by My DEATH/OUR OR ANY OF OUR DEATHS but shall remain in full force and effect and shall continue to be binding notwithstanding any change which may from time to time take place by death or otherwise howsoever in the partners or constitution of My/Our firm and or company and that this agreement does not supersede but is in addition to any letter of Hypothecation already signed or which may hereafter being signed by Me/Us in your favour.

Note : In the absence of instruction to the contrary:

**i** Charges will be to the beneficiary’s account. **ii** For CIF shipment insurance will be for CIF plus 10%

**iii** Transhipment will not be allowed. **iv** Partial shipment will not be allowed.

**v** L/C will not be confirmed. **vi** L/C will be on sight basis.

……………………………………………………………………………………. Signature Verified: ……………………………….

Name Stamp & Authorized Signature(s) of the Applicant(s)

**FOR OFFICE USE ONLY**

L/C Value in FCY : Exchange Rate: Rupee Equivalent:

Margin Percentage .….%Amount : LKR Existing LC Limit : Limit Outstanding :

Commission : LKR

SWIFT : LKR

NBT /VAT : : LKR Application Checked by : LC Approved by :

Total : LKR