

T BANK LIMITED

(HEAD OFFICE: THIMPHU)

APPLICATION AND GUARANTEE FOR ISSUE OF IRREVOCABLE DOCUMENTARY LETTER OF CREDIT

The Branch Head,
T BANK LTD,

----- Branch

Dear Sir,

I/We request you to establish with your correspondent in _____ (Country)
Documentary Letter of Credit by swift at our risk and responsibility as per details below:

20	LC NUMBER	_____
31C	DATE OF ISSUE	YEAR _____ MONTH _____ DATE _____
40A :	TYPE OF L/C	IRREVOCABLE
31D :	DATE & PLACE OF EXPIRY:	YEAR _____ MONTH _____ DATE _____. PLACE: _____
50 :	NAME AND ADDRESS OF THE APPLICANT	
59 :	NAME AND ADDRESS OF THE BENEFICIARY	
32B:	CURRENCY & AMOUNT OF CREDIT	IN FIGURES _____ IN WORDS : _____
39A:	PERCENTAGE CREDIT AMOUNT TOLERANCE	
39B:	MAXIMUM CREDIT AMOUNT	
41 A :	CREDIT AVAILABLE WITH (BANK) CREDIT AVAILABLE BY	_____ <input type="checkbox"/> ACCEPTANCE <input type="checkbox"/> DEF PAYMENT <input type="checkbox"/> NEGOTIATION <input type="checkbox"/> PAYMENT AT SIGHT

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42 C:	DRAFTS AT	<input type="checkbox"/> AT SIGHT <input type="checkbox"/> _____ DAYS FROM DATE OF BILL OF LADING/INVOICE/BILL OF EXCHANGE
42 A:	DRAWEE BANK	
43P :	PARTIAL SHIPMENT ¹	<input type="checkbox"/> PROHIBITED <input type="checkbox"/> PERMITTED
43T	TRANSHIPMENT	<input type="checkbox"/> PROHIBITED <input type="checkbox"/> PERMITTED
44A:	PLACE OF TAKING IN CHRG/OF RECEIPT	
44 E :	PORT OF LOADING/ AIRPORT OF DEPART	
44F :	PORT OF DISCHARGE/AIRPORT OF DESTINATION	
44 B :	PLACE OF FINAL DESTINATION/OF DELIVERY	
44C :	LATEST DATE OF SHIPMENT	YEAR _____ MONTH _____ DATE _____
45A :	QUANTITY AND DESCRIPTION OF GOODS (BRIEF DETAILS)	
	CONTRACT TERMS	<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 2px 10px;">FOB</div> <div style="border: 1px solid black; padding: 2px 10px;">CFR</div> <div style="border: 1px solid black; padding: 2px 10px;">CIF</div> <div style="border: 1px solid black; padding: 2px 10px;">EXW</div> </div> <p>(Please mark).....Others (Specify) (As per INCOMTERMS 2010)</p>

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46A:	DOCUMENTS REQUIRED	<p>1. } DRAFT TO BE DRAWN FOR 100% OF INVOICE VALUE BUT NOT EXCEEDING CREDIT VALUE</p> <p>2. SIGNED COMMERCIAL INVOICES IN _____ COPIES INDICATING GOODS DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL AMOUNT, IMPORT LICENCE NO. DATE AND LC NO. & DATE CERTIFYING GOODS ARE OF _____ ORIGIN</p> <p>3 COMPLETE SET OF CLEAN SHIPPED ON BOARD { } BILL OF LADING/AIRWAY BILL /TRS/RRS MADE OUT TO THE ORDER OF/ENDORSED IN FAVOUR OF T BANK LIMITED, MAIN BRANCH, THIMPHU/PHUENTSHOLING,BHUTAN SHOWING FREIGHT PRE-PAID/TO COLLECT AND MARKED NOTIFY THE APPLICANT OF CREDIT GIVING COMPLETE NAME & ADDRESS QUOTING LC NO. DATE AND IMPORT LICENCE NO _____ AND DATE _____.</p> <p>4. CERTIFICATE OF ORIGIN IN _____ COPIES ISSUED BY THE CHAMBER OF COMMERCE AND OR ANY CONMPETENT GOVT. APPROVED AGENCY OF THE EXPORTING COUNTRY REQUIRED.</p> <p>5.(A) INSURANCE POLICY/CERTIFICATEIN DUPLICATE COVERING MARINE/AIR RISKS AS PER INSTITUTE CARGO CLAUSE (F.P.A/W.A/ ALL RISKS AND PERILS AS PER INSTITUTE SRCC/TPND CLAUSES AND WAR RISKS FOR 100% OR 110% OF INVOICE VALUE FROM _____ TO _____ IN TRANSIT TO _____, BHUTAN.</p> <p>6.(B)INSURANCE SHALL BE COVERED BY US (APPLICANT OF CREDIT). ALL DETAILS OF SHIPMENT/DEAPATCHES UNDER THIS CREDIT MUST BE ADVISED BY THE BENEFICIARY TO THE APPLICANT OF CREDIT IMMEDIATELY AFTER SHIPMENT BY FAX (NO _____.) AND A COPY OF THIS ADVICE MUST ACCOMPANY WITH EACH SET OF DOCUMENTS.</p> <p>7. CERTIFICATE OF ANALYSIS IN _____ COPIES ISSUED BY THE BENEFICIARY OR ANY COMPETENT GOVT.APPROVED AGENCY OF THE EXPORTING COUNTRY.</p> <p>8. TEST CERTIFICATE IN _____ COPIES ISSUED BY THE BENEFICIARY OR ANY COMPETENT GOVT.APPROVED AGENCY OF THE EXPORTING COUNTRY.</p> <p>9. GUARANTEE CERTIFICATE IN _____ COPIES ISSUED BY THE BENEFICIARY OR ANY COMPETENT GOVT. APPROVED AGENCY OF THE EXPORTING COUNTRY.</p> <p>10. HUMAN CONSUMPTION CERTIFICATE ISSUED BY THE BENEFICIARY OR ANY COMPETENT GOVT. APPROVED AGENCY OF THE EXPORTING COUNTRY.</p>
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47A:	ADDITIONAL CONDITIONS	<p>1. THE NUMBER, DATE OF CREDIT AND BANK'S NAME MUST BE QUOTED IN ALL SHIPPING DOCUMENTS AND OTHER RELATED CORRESPONDENCES.</p> <p>2. TERMS OF CONTRACT: CIF/FOB/C&F _____ PLACE & COUNTRY'S NAME)</p> <p>3. DOCUMENTS UNDER THIS CREDIT MUST NOT BE DATED EARLIER THAN THE LC DATE.</p> <p>4. ORIGIN OF GOODS _____.</p> <p>5. DOCUMENTS CONTAINING ANY DISCREPANCY MUST NOT BE NEGOTIATED AGAINST GUARANTEE OR UNDER RESERVE WITHOUT PRIOR APPROVAL/ACCEPTANCE.</p> <p>6. MODE OF SHIPMENT- BY SHIP/AIR/TRUCK/PARCEL.</p> <p>7. NEGOTIATION OF DOCUMENTS UNDER THIS CREDIT IS RESTRICTED TO THE LC ADVISING BANK I.E. _____</p> <p>8. NEGOTIATION OF DOCUMENTS UNDER THIS CREDIT IS UNRESTRICTED TO ANY BANK IN _____ (COUNTRY'S NAME)</p> <p>9. 14 DAYS FREE DETENTION AND DEMURRAGE ON CONTAINERS AT DISCHARGE PORT TO BE MENTIONED IN THE BILL OF LADING.</p> <p>10. BILL OF LADING TO BE SHOWN AS REMARKS – ULTIMATE CONSIGNEE M/S _____ C/O ROYAL BHUTAN CUSTOMS.47 TIVOLI COURT 1A BALLYGUNGE CIRCULAR ROAD, KOLKATA-700019.</p> <p>11. STALE BILL OF LADING/AIRWAY BILL/TRUCK RECEIPT ACCEPTABLE.</p> <p>12. ONE COMPLETE SET OF NON NEGOTIABLE DOCUMENTS TO BE SENT TO THE APPLICANT OF CREDIT IMMEDIATELY AFTER SHIPMENT BY AIRMAIL/ COURIER SERVICE GIVING DETAILS OF SHIPMENT I.E SHIPMENT DATE, B/L NO.& DATE, NAME OF VESSEL AND THE EXPECTED DATE OF ARRIVAL OF VESSEL AT THE PORT OF DELIVERY AND A CONFIRMATION TO THIS EFFECT SHALL ACCOMPANY THE ORIGINAL SHIPPING DOCUMENTS.</p> <p>13. THIS CREDIT IS ISSUED SUBJECT TO UCPDC (2007 REVISION) ICC PUBLICATION NO.600 AND ENGAGES US IN THE TERMS THEREOF.</p> <p>OTHERS PLEASE SPECIFY.</p>
71B	SPECIFY THE CHARGES, ALL CHARGES OUTSIDE BHUTAN ON ACCOUNT OF BENEFICIARY/ APPLICANT	
48 :	PERIOD OF PRESENTATION OF DOCUMENTS	WITHIN _____ DAYS FROM THE DATE OF SHIPMENT
49:	CONFIRMATION INSTRUCTIONS	<input type="checkbox"/> WITH <input type="checkbox"/> WITHOUT <input type="checkbox"/> MAY ADD CHARGES PAYABLE BY _____
57 A :	ADVISE THROUGH" BANK	

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T BANK LIMITED

(HEAD OFFICE: THIMPHU)

72:	SENDER TO RECEIVER INFORMATION	
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I/WE HEREBY DECLARE THAT THE ITEM(S)IMPORTED HEREIN IS/ARE NOT RESTRICTED ITEM AND IS/ARE COVERED UNDER NON-NEGATIVE LIST.EXCHANGE CONTROL COPY OF ORIGINAL IMPORT LICENSE NO.....DATED..... COPY OF PROFORMA INVOICE NO.....DATED.....ALONGWITH THE APPENDIX II DULY COMPLETED ARE ATTACHED HEREWITH.

IN CONSIDERATION OF YOUR OPENING THE ABOVE LETTER OF CREDIT,WE,HEREBY UNDERTAKE AND AGREE TO ACCEPT AND PAY IN OUR COURSE ALL DRAFTS DRAWN WITHIN THE TERMS THEREOF AND/OR TO TAKE UP AND PAY FOR ALL DOCUMENTS NEGOTIATED THERE UNDER PRESENTATION AND I/WE HEREBY AUTHORISE T BANK LIMITED , MAIN BRANCH, THIMPHU/ PHUENTSHOLING, BHUTAN TO DEBIT OUR ACCOUNT NO.....WITH THEM FOR TOTAL AMOUNT OF BILL DRAWN UNDER THE CREDIT. THEIR CHARGES AND OVERDUE INTEREST IF APPLICABLE ,IN CONNECTION TO THE CREDIT AND IN DEFAULT OF MY/OUR SO DOING,YOU MAY SELL THE GOODS BEFORE OR AFTER ARRIVAL AND I/WE UNDERTAKE TO REIMBURSE YOU FOR ANY SHORTFALL THAT MAYOCCUR. I/WE HEREBY FURTHER UNDERTAKE FORTHWITH ON DEMAND MADE BY YOU IN WRITING TO DEPOSIT WITH YOU SUCH SUM OR SECURITY OR FURTHER SUM OR SECURITY AS YOU MAY, FROM TIME TO TIME , SPECIFY AS SECURITY FOR THE DUE FULFILLMENT OF OUR OBLIGATION HEREUNDER AND ANY SECURITY SO DEPOSITED WITH YOU MAY BE SOLD ON YOUR GIVING REASONABLE NOTICE OF SALE TO US AND THE SAID SUM OF SALE PROCEEDS OF THE SECURITY MAYBE APPROPRIATED BY YOU IN OR TOWARDS SATISFACTION OF OUR SAID OBLIGATIONS AND ANY LIABILITY OF OUR, ARISING OUT OF THE NON-FULFILLMENT THEREOF.

I/WE FURTHER AGREE THAT THE OPENING OF THIS CREDIT IS ENTIRELY AT MY/OUR OWN RISK AND I/WE HEREBY ENGAGE WITH THE DRAWERS AND ENDORSERS AND BONAFIDE HOLDERS OF DRAFTS DRAWN UNDER AND IN CONFIRMITY WITH THE TERMS OF CREDIT THAT SUCH DRAFTS WILL BE HONOURED ON PRESENTATION EVEN SHOULD THE GOODS NOT ARRIVED OR BE REFUSED LANDING THROUGH ANY ACT OF WAR OR RESTRICTIONS IMPOSED BY THE GOVERNMENT ORDIANCE.SHOULD THIS CREDIT BE EXTENDED OR AMENDED IN ANY WAY AND SUCH AMENDMENT WILL BE TREATED AS PART OF THIS AGREEMENT AND I/WE AGREE TO PAY ALL CHARGES IN THIS CONNECTION THEREWITH.

I/WE HEREBY CONFIRM THAT I/WE RELIEVE YOU ENTIRELY FROM ALL RESPONSIBILITY WHATEVER FOR REGULATORY GENUINENESS AND OR VALIDITY OF DOCUMENT WHICH YOU MAYBE CALLED UPON TO RECEIVE ON MY/OUR BEHALF AND GENUINENESS AND/OR SIGNATURES THERETO AND FOR THE QUANTITY OR NATURE OF THE GOODS TO WHICH SUCH DOCUMENTS REFER AND IN THE EVENT OF THEIR LOSS IN TRANSIT. I/WE WILL ONCE REIMBURSE THE AMOUNT OF THE PAYMENT AND CHARGES UPON YOUR FURNISHING EVIDENCE OF SUCH PAYMENT HAVING BEEN EFFECTED.

THE RELATIVE SHIPPING DOCUMENTS HAVE TO BE SURRENDERED TO ME/US AGAINST PAYMENT/ACCEPTANCE ONLY. I/WE UNDERTAKE TO PAY YOU ON DEMAND THE NGULTRUM EQUIVALENT SO DETERMINED TOGETHER WITH INTEREST THEREON AT NORMAL RATE FROM THE DATE OF NEGOTIATION TO THE DATE OF CRYSTALLISATION AND THEREAFTER AT PENAL RATE AS APPLICABLE THERETO.

I/WE AGREE TO ABIDE WITH THE UCPDC 600 AND ITS CLAUSES SPECIFIEDBY THE INTERNATIONAL CHAMBER OF COMMERCE (ICC).

I/WE FURTHER AGREE THAT NO ACCOUNTS SHALL ANY CLAIM BE MADE AGAINST THE BANK AFTER THE DRAFT IS RETIRED BY ME/US.

ALL MESSAGES AND/OR INVESTIGATIONS THEREOF IN CONNECTION WITHTHIS CREDIT SHALL BE DESPATCHED AT MY OUR OWN RISK AND COST. YOU SHALL NOT BE RESPONSIBLE FOR ANY LOSS CAUSED BY MISTAKE OR OMISSION CODING OR DECODING OR INTERPRETATION WHEN RECEIVED OR BY DELAY ON THE PART OF THE COMMUNICATION DISCREPANCIES CONCERNED.

THIS LETTER OF CREDIT CAN BE REVOKED OR ALTERED ONLY WITH THE CONSENT OF ALL PARTY CONCERNED.
NOTE: PLEASE APPEND A SEPARATE SHEET FOR ADDITIONAL DOCUMENTS/INFORMATIONS/CLAUSES, IF ANY.

Yours faithfully,

(Signature of the applicant/Authorized Signatures with company stamp/seal) (Affix legal stamp.)

Name: _____ Address: _____

Date: _____ Place: _____

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