

**FORMAT FOR LETTER OF CREDIT (FOB) - Containerized****FROM:( NAME \* & ADDRESS OF OPENING BANK )****TO : (NAME & ADDRESS OF ADVISING BANK )****(For Shipments from Haldia ) STATE BANK OF INDIA- CAG BRANCH KOLKATA  
SWIFT CODE SBININBB175****OR****(For Shipments from Vizag ) STATE BANK OF INDIA OVERSEAS BRANCH  
VIZAG SWIFT CODE SBININBB123**

40A TYPE OF L/C : IRREVOCABLE

20 L/C Number :

40E APPLICABLE RULES : AS PER LATEST UCPURR VERSION

51A ISSUING BANK :

31C DATE OF ISSUE :

31D DT. &amp; PLACE OF EXPIRY : \_\_\_\_\_ IN INDIA

50 NAME &amp; ADDRESS OF THE APPLICANT:

59 NAME &amp; ADDRESS OF THE:

(For Shipments from Visakhapatnam) Steel Authority of India Limited,  
Central Marketing Organisation,  
Branch Transport & Shipping Office,  
Habour Approach Road,  
Visakhapatnam -530035

(For Shipments from Haldia)

Steel Authority of India Limited,  
Central Marketing Organisation,  
Ispat Bhawan, 40 Jawahar Lal Nehru Road,  
Kolkata-700071, India

32B AMOUNT OF CREDIT IN : As per the contract.  
US DOLLARS /EURO/ANY  
OTHER FREELY  
EXCHANGEABLE CURRENCY  
(IN FIGURES & WORDS)

39A PERCENTAGE CREDIT : AS PER CONTRACT  
AMOUNT TOLERANCE41A CREDIT AVAILABLE WITH: ANY BANK IN INDIA  
CREDIT AVAILABLE BY : NEGOTIATION

42C DRAFTS : AT SIGHT

- 42A DRAFTS TO BE DRAWN ON: ISSUING BANK / Reimbursing Bank as the case may be.
- 43P PARTIAL SHIPMENT : AS PER CONTRACT
- 43T TRANSHIPMENT : AS PER CONTRACT
- 44A SHIPMENT FROM :
- 44B SHIPMENT TO :
- 44C LATEST DATE OF SHIPMENT:
- 45A DESCRIPTION OF GOODS :
- Description of Materials
  - Size (in mm) (except for Pig Iron) and Quantity (in MT)
  - Specification
  - Tolerance (except for Pig Iron)
  - Quantity
  - Quantity Tolerance
  - Price per MT (in USD/Euro/any other freely exchangeable currency)
- 46A DOCUMENTS REQUIRED :
- Draft to be drawn at sight covering 100% value of Invoice and indicating Documentary Credit No and its date.
  - Beneficiary's Commercial Invoice - one original plus two signed copies covering materials shipped. Invoices will be raised on the basis of (THEORETICAL/ ACTUAL/ DRAFT SURVEY/NET WEIGHT MENTIONED ON THE COILS/SHEETS) WEIGHT.
  - Full set 3/3 original on board ocean or charter party Bills of Lading/Bill(s) of Lading CLEAN / (CONLINE) / Multimodal Transport Documents issued to the order of the Shipper notifying applicant and blank endorsed marked "freight prepaid / freight payable as per charter party/ freight to pay" evidencing shipment from \_\_\_\_\_ Port, India to \_\_\_\_\_ Port in \_\_\_\_\_. Bill(s) of Lading with remarks '**said to be**' and/or '**said to weigh**' are acceptable to the Buyer.
  - Pre- shipment Inspection certificate issued by M/s \_\_\_\_\_, (herein after referred to as PSIA) certifying :
    - Quantity, No of Pieces, No of packets ,No of Bundles (except for Pig Iron ) loaded on vessel as per the contract
    - The materials were loaded on board the vessel without apparent damage and were found to be in good order and condition, as per contract.
- For CRC/CR sheets/ Galvanized coils/ Galvanized sheets/ Packed material – remarks such as “ Some broken straps, some rust stains or edges” referring to Packing only, and/or “said to be” and/or “said to weigh” and/or “stored in covered area prior to loading” are acceptable to the buyer.
- For other material, remarks such as ‘materials partly rust stained/ rusty edges/ wet before shipment/ rust stained/ some rusty edges/oil stains’ and/or ‘stored in open area

prior to loading' and/or 'unprotected cargo' appearing in the Pre-Shipment Inspection Certificate shall be acceptable to the Buyer.

5. Container wise Beneficiary's packing list (except for pig iron) indicating details of the materials shipped - 3 copies.
6. Certificate of origin.
7. Copy of e-mail or Fax from Steel Authority of India Limited, KOLKATA /VIZAG addressed to the opener's FAX No. \_\_\_\_\_ E mail \_\_\_\_\_ within SEVEN days after the on board Bill of Lading (CONLINE ) date advising the name of the vessel, Bill of Lading (CONLINE) number and date, materials and quantity, destination ports in \_\_\_\_\_ (Country).

47A ADDITIONAL CONDITIONS :

1. Ocean freight is payable by the openers over and above the value of this Letter of Credit.
2. Marine Insurance to be covered by the opener.
3. In the event of

(a) The failure of the Buyer to place the containers within the specified laydays, as per sellers cargo NOR, as mentioned in the Seller's Notice of Readiness (NOR)

or

(b) The liner vessel is unable to take the buyers nominated container (s) owing to various reasons.

this credit is payable at sight against presentation of beneficiary's draft drawn on ourselves for 100 per cent value of invoice accompanied by the following documents:

- a) Beneficiary's commercial invoice in duplicate.
- b) Copy of Beneficiary's Notice of cargo load readiness of material for shipment,
- c) Certificate issued by M/s ....., certifying that the materials were inspected at the storage yard of the beneficiary at \_\_\_\_\_ (Place) and that the markings are as per requirement of the said contract and that the materials are in good condition and further that the materials and quantity as per the Commercial Invoice are ready for shipment.

For CRC/CR sheets/ Galvanized coils/ Galvanized sheets/ Packed material – remarks such as “ Some broken straps, some rust stains or edges” referring to Packing only, and/or “said to be” and/or “said to weigh” and/or “stored in covered area prior to loading” are acceptable to the buyer.

For other material, remarks such as ‘materials partly rust stained/ rusty edges/ wet before shipment/ rust stained/ some rusty edges/oil stains’ and/or ‘stored in open area prior to loading’ and/or ‘unprotected cargo’ appearing in the Pre-Shipment Inspection Certificate shall be acceptable to the Buyer

d) Beneficiary's declaration that

- (i) the materials as mentioned in the commercial invoice will be held in custody by the beneficiary at the risk and responsibility of the opener at the storage yard of the beneficiary at Haldia/Vizag Port.
- (ii) the materials will be covered by tarpaulin at the cost of the opener.

- (iii) the Materials shall be held by the beneficiary free of ground rent for a period of 15 days from the date of expiry of Seller's Cargo NOR/ Exercise of Red clause by sellers (against documents negotiated under this clause) and for storage extending beyond 15 days from the date of expiry of Seller's Cargo NOR/ Exercise of Red clause by Sellers the cost of holding the materials (ground rent) calculated at the rate of USD 1.00 per metric tonne for every week(s) (7 days) or part thereof shall be paid by the opener to the beneficiary till the date of acceptance of vessel's NOR-
- (iv) Opener/Buyer to ensure that payment towards Ground Rent and/or Tarpaulin cost is remitted and remittance instruction duly forwarded by SWIFT message, before container(s) are placed for loading by the Buyer.
- (v) Upon nomination of suitable container within reasonable time by the opener for taking delivery of the materials for which payment has been realized by the beneficiary as aforesaid and subject to such container arriving at Haldia/Vizag Port within the agreed lay days, the beneficiary shall at his cost perform Dunnaging/ stowing/ lashing/ shoring and securing of the materials. Stuffing and securing of cargo in containers will be done by beneficiary as per terms of the said contract the materials for which payment has been realized by the beneficiary as aforesaid.

4. Any amendment to the letter of credit without the prior written consent of the beneficiary shall not be taken cognizance of, under this letter of credit.

5. All apparent spelling mistakes/mistakes in LC documents, which do not alter meaning/ specification/ description/ Quantity/ value of goods are acceptable and will not count as a discrepancy.

6. Tolerance of +/- .... % is allowed on the total quantity and value as well as tolerance of +/- ..... % is allowed on quantity and value of each size is acceptable.

7. TT Reimbursement is allowed at applicant's cost.

8. Work test certificate in duplicate issued by beneficiary and conforming that the material are as per contracted specification.

#### 71B CHARGES:

All Bank charges incurred outside India including payment Cable charges, reimbursement charges, etc. shall be borne and paid for by the opener. All Bank charges incurred in India shall be borne and paid for by the beneficiary.

#### 48 PERIOD FOR PRESENTATION:

Within 21 days from the date of B/L.

#### 49 CONFIRMATION INSTRUCTIONS:

Paying Bank may add their confirmation to this Letter of Credit at the request and expense of the beneficiary and such confirmation shall also apply to any amendment (s) to this credit.

#### 78 REIMBURSEMENT INSTRUCTIONS:

Upon presentation of documents complying in all respects to Letter of Credit terms, the negotiating bank is authorized to claim on us by tested telex certifying that all terms and conditions have been complied with and that the relative documents have been forwarded to us by Registered Airmail/ Courier. We undertake to remit within three working days after receipt by us of your swift claim in US

Dollars/Euro/any other freely exchangeable currency in accordance with your instructions. This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Brochure No. 600. This telex/swift may be treated as the operative instrument.

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