Annexure 21 - Request Letter for Processing of Export Bill

To

The Branch Manager,

ICICI Bank Ltd.,

------------------------------ Branch

Dear Sir,

Subject :  Export Documents for Purchase / Negotiation / Discounting / Collection / Rupee Advance/ against Advance Payment//INR discounting/Dollar Discounting

Negotiation/Discounting/Purchase:

With Recourse

Without Recourse

We enclose herewith the following export documents:

Bill amount - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Tenor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Our I.E. Code No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Documents | Drafts | | Invoice | Transport Doc.  B/L/ AWB / LR | | Pkg. List | Insu. policy | Cert. Of Origin | Test  Cert | Others | GR |
| No of documents given by the customer | | | | | | | | | | | |
| Original |  | |  |  | |  |  |  |  |  |  |
| Duplicate |  | |  |  | |  |  |  |  |  |  |
| No. of documents to be sent to foreign bank / As per export L/C if applicable | | | | | | | | | | | |
| Original |  |  | | |  |  |  |  |  |  |  |
| Duplicate |  |  | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |

Other documents enclosed:

1.Original L/C No.   \_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_<Issuing Bank> along with all amendments (No of amendments \_\_\_\_ ) and advising letters duly stamped with revenue stamp on the reverse.

2.GR/SDF form Nos.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kindly note our following instructions : (mark X wherever applicable)

|  |  |  |
| --- | --- | --- |
| 1. | Documents to be delivered against *PAYMENT* */* *ACCEPTANCE* \*\* |  |
| 2. | All banking charges outside India are for our / their (drawee) A/C |  |
| 3. | *PROTEST* */* *DO* *NOT* *PROTEST*\*\*  for non-payment / non acceptance |  |
| 4. | If unpaid / unaccepted, store and insure goods |  |
| 5. | Debit all charges including charges in connection with item 4) & 5) to our Account No.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with yourselves. |  |
| 6. | Please forward the documents in one lot by *COURIER* */* *REDG.* *AIR* *MAIL\*\** at our cost, risk and responsibility to  name & address of bank ,bank name and address to be mentioned) |  |
| 7. | INSTRUCTIONS TO NEGOTIATE. (mark X wherever applicable ) |  |
|  | In case of LC confirmed by ICICI Bank  a) Negotiate credit complied documents without recourse    b)Send discrepant docs on approval basis and post-acceptance negotiate without recourse    In case of LC not confirmed by ICICI Bank  a) Negotiate without recourse post-acceptance    b)Discount with recourse pre-acceptance and post-acceptance negotiate without recourse (only for customers having post shipment facilities) |  |
| 8. | Documents to be discounted with recourse/without recourse\*\* |  |
| 9. | In case the AD code mentioned on the shipping documents is a non ICICI Bank AD code, we request you to initiate AD transfer request in respect of enclosed shipping documents which are now to be handled by ICICI Bank. |  |

   (\*\* Please strike out which is not applicable)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 9. | We hereby confirm that we have not availed any Packing Credit for the enclosed documents# | | | |  |
| 10 | PROCEEDS DISPOSAL INSTRUCTIONS. | | | |  |
|  | Please credit proceeds (Amount)  \_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  to  account no.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with you  OR | | | |  |
|  | Please remit proceeds in INR by P.O. / DD/ RTGS or remit through T.T. to our working capital / regular bankers. (( Name of the bank and branch with detailed instructions) | | | |  |
| 11 | Please debit charges to the account no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Please use the forward contract (s), as given below | | | | |
|  |
| Forward Contract No. & Date | | Forward Contract Amount | Amount to be Utilised for this remittance | Due Date of the Contract | |
|  | |  |  |  | |
|  |  |  |  |  |  |

**In** **case** **of** **regularisation** **of** **direct** **dispatch** **of** **documents:**

We request you for regularisation of direct dispatch of the said documents. The details of the same are as follows:

1.      The export proceeds have been realized in full (FIRC enclosed).

2.      If the documents are not submitted within 21 days from shipment date to the Authorised Dealer, then reasons for non-submission of documents within 21 days of shipments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In case of Without Recourse Discounting:

We confirm that the Bill presented with this request letter for Export Bill Negotiation, represents genuine trade transactions for goods supplied / services provided. We confirm that ICICI Bank has the right to refuse or recall any payment made to us, if at any future date it is found that the transaction or documents are tampered with and/ or forged and/ or there is a fraud or if there is a commercial dispute with respect to the trade transactions.

I/We agree and acknowledge#:

The Bank may return or refuse to accept all or any part of a deposit or credit to an Account or process a transaction, at any time, and will not be liable to the Customer for doing so, even if such action causes outstanding items to be dishonoured and returned, or payment orders to be rejected. Refused deposits will be returned to the Customer.

Bank uses the services of correspondent banks to provide various services. Bank will take due care to protect the interest of its customer, but shall not be responsible if there are any losses/liabilities which arise as a result of the action of the correspondent bank and/or any delay in realization of documents/cheques deposited.

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##### Declaration-cum-undertaking under Section 10(5) Chapter III of FEMA 1999#

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I/We hereby declare that the transaction the details of which are specifically mentioned in this request letter does not involve, and is not designed for the purpose of any contravention or evasion of the provisions of the aforesaid Act or of any rules, regulation, notification, direction or order made there under.  I /We also hereby agree and undertake to give such information/documents as will reasonably satisfy you about this transaction in terms of the above declaration.  I/We also understand that if I/We refuse to comply with any such requirement or make only unsatisfactory compliance therewith, the bank shall refuse in writing to undertake the transaction and shall if it has reason to believe that any contravention/evasion is contemplated by me/us report the matter to Reserve Bank of India..  I/We further declare that the undersigned has/have the authority to give this declaration and undertaking on behalf of the company.

Yours faithfully,

For…………………………………………….

AUTHORISED SIGNATORY

Note: The above format is indicative. The mandatory fields denoted by # are FEMA Declaration (not applicable if one time FEMA declaration given), para relating to “agree and acknowledge” and packing credit declaration.