

REQUEST FOR ISSUANCE OF DELIVERY ORDER

Date:

The Manager
COSMOS BANK
Trade Finance

Dear Sir,

Sub: Issuance of Bank Delivery Order

Ref No: Letter of Credit No. _____ Dated _____

Please issue delivery order for goods covered by the following documents in our favour.

1. Airway Bill No. and Date	
2. Airlines / Company's Name	
3. Flight No. and date	
4. Supplier	
5. Consignee and Notify Party	
6. Description of goods	
7. Quantity	
8. Shipping Marks	
9. Goods imported under Import Licence No. _____ Dated: _____ OR Goods imported under Para _____ Chapter _____ of latest FTP.	
10. Invoice No., Date & Amount	

We hereby undertake that:

1. Import documents covering captioned shipment will be routed through your bank. (In case where Import is not under LC)
2. We authorize bank to debit our account no _____ with the rupee equivalent of the value stated in the related invoice. (In case of DP documents).
3. We hereby undertake to accept / pay the documents on presentation irrespective of any discrepancies in the documents.
4. We also agree that the acceptance of the deposit by the bank does not constitute a contract for a sale of exchange and the relative bill will eventually be retired at the rate of exchange ruling on the actual date of retirement of the bill the contracted rate.

Yours faithfully,

On Stamp paper

To,
COSMOS BANK

Dear Sir,

Sub: Undertaking in connection with Delivery of Documents / Issue of Delivery Order

Ref: Letter of Credit No:

Dated:

Covering Import Consignment of _____
Through Airway Bill No _____ dated _____ Flight No _____
Dated _____ from _____ to _____

Drawer Invoice no. _____ dated _____ For US\$ _____

In consideration of your having at our request agreed to release to us the documents negotiated under the captioned letter of credit and/or to issue the Delivery order in respect of the goods imported under the said letter of credit, we undertake and agree with you, your successors and assigns as follows: -

a) We hereby authorize you to accept on our behalf, the documents negotiated under the captioned letter of credit and to effect payment there under to the beneficiary on due date, and we hereby unconditionally undertake to take delivery of and to accept such documents irrespective of any discrepancies therein.

b) We shall at least 4 working days before the due date of maturity of the bill drawn under the captioned letter of credit, provide you with sufficient funds for due payment thereof.

c) In the event of our failing to pay you the amount of the said bill of exchange before the time specified hereinabove, we shall pay the amount due to you hereunder on demand with further interest thereon at ____p. a. from the date on which you pay until the repayment by us. This provision will not however entitle us to delay payment of the amount of the bill at the time provided in sub-clause (b) above.

d) We shall pay you on demand such sum or sums of money as you may pay in connection with the said usance bill with interest thereon at our CC A/c rate from the date on which you so pay until repayment by us. The reasonableness or propriety of any such payment shall not be questioned by us and shall be binding on us.

e) We shall keep you fully indemnified and save harmless in respect of the said usance bill and the obligation and liability undertaken or incurred by you (whether directly or indirectly) thereunder.

f) We shall pay to you on demand all costs charges and expenses (the legal cost between the attorney and client) paid or incurred by you, in any way concerning the said usance bill by us and concerning the exercise of your rights under this counter guarantee.

g) This agreement shall be binding on us and our successors and assigns

Thanking you.

Yours truly,

For Authorised Signatory

Date: