

निर्माण कार्य पॉलिसी के लिए

प्रस्ताव पत्र

PROPOSAL FOR CONSTRUCTION WORKS POLICY

ECGC Limited

(Formerly known as Export
Credit Guarantee Corporation
of India Ltd.)



Name of the applicant : M/s.

Address (of the business premises)

Banker's Name and address

We hereby apply for a Construction Works Policy of the Export Credit Guarantee Corporation of India Ltd., to insure us against 85% of the loss that we may sustain in accordance with the terms and subject to the conditions of the said Policy, (a specimen copy of which we have already read) in respect of the Contract specified hereunder for certain works to be executed by us after the date hereof.

2. We also apply for cover in respect of risk (vii) in clause 1 of the Policy (a specimen copy of which we have read) in respect of Plant and Machinery, details of which are given in the annexed Schedule II, to be imported from abroad into in which the works are to be executed under the Contract.

DECLARATION PART I

Particulars of the Contract are given in the Schedule I hereto.

PART II

1. (a) (i) The Contract incorporates "Conditions of Contract (International) for Works of Civil Engineering
does not incorporate

Construction" prepared by the Federation Internationale des Ingenieurs- Conseils and Federation Internationale des Entrepreneurs Europeens Batiment et de travail Publics edition dated 29th August 1957.

- (ii) The Contract differs from the aforementioned standard form of Contract in respect of the following:

- (iii) We attach to this Proposal / we have previously supplied you with / we undertake, if so required, to supply you with, a copy of the Contract to assist you in the preparation of the Policy.

(b) **Working Group -**

We declare that we have not made any deviations from the submissions regarding the project made by us to bank / Exim Bank / Working Group at the pre-bid stage, nor have we, as of this date, committed any breach of the stipulations made by the bank / Exim

Bank/Working Group while clearing the project for support at the pre-bid stage. We also understand that the Corporation will not be liable under any Policy issued as a result of this Proposal if such deviation/breach on our part is revealed, discovered or noticed at any time after the date of this Proposal.

- (c) We understand that the Corporation will not be liable under any Policy issued as a result of this Proposal if the particulars in the Schedules hereto are incorrect, notwithstanding that the Corporation may have seen and examined a copy of the Contract. In this respect, our attention has been drawn to clause 3 of the specimen Policy.
2. We declare that all sums due under the terms of the Contract are payable in a currency permitted under the Government of India foreign exchange control regulations currently in force.
3. We undertake that all goods and materials to be used in fulfilment of the Contract, other than those specifically referred to in the Schedule hereto as being obtained from elsewhere, shall be wholly produced or manufactured in India.
4. We have not, in connection with the Contract to which this Proposal applies, entered into any Contract.
- (a) of insurance or indemnity against any cause of loss detailed in the said Construction Works Policy; or
- (b) with any supplier or sub-contractor under which our liability to pay for goods or services is conditional upon our receiving the corresponding payment from the Employer.

We will not enter into any such Contract without the prior consent in writing of the Corporation.

5. We have made all enquiries relating to or in respect of all matters covered by or arising out of the Contract and are not aware of any circumstances relating to the Employer or the Contract which might adversely influence your acceptance of the risks on which we are hereby requesting insurance and we undertake to carry on our business with the Employer with due regard to the conditions of the Contract.
6. We certify that we have no interest, direct or indirect, in the profits of the Employer's business or in the business of any associates, subsidiaries or partners of the Employer nor has the Employer any interest, direct or indirect, in the profits of our business or in the profits of any associates, subsidiaries or partners of ours, nor do we and the Employer have any common interest in the business of a third party and we agree that, unless otherwise agreed by the Corporation in writing, the Corporation shall be under no liability in respect of any loss which arises from a cause of loss which occurs after any such interest (stated hereinabove as not existing now) has been acquired by any of the parties or if we continue to execute the works after we have learnt that the Employer is in financial difficulties or that the Employer's position appears to be such as to make such execution undesirable.
7. All discussions and correspondence in connection with the Proposal and any Policy arising therefrom are to be treated by both sides as confidential and we undertake that the fact of insurance will not be disclosed to any person including the Employer but may be disclosed to our bankers with an obligation that they shall not disclose the same to any other person.
8. We hereby declare and certify that the representations made and facts stated by us are true, and that we have not misrepresented or omitted to disclose any material fact which might influence you in not accepting the risks and we agree that such representations and facts shall form the basis of and be deemed to be incorporated in the Policy and that the truth of such representations and fact and due performance of each and every undertaking contained herein or in the Policy shall be a condition precedent to any liability of the Corporation hereunder and to the enforcement thereof by us.

Applicant's Name & Signature

Address :

Business :

Date :

Schedules I & II attached to and forming part of the Proposal for Construction Works Policy submitted by
M/s.

SCHEDULE 1

1. (a) Name and Address of the Employer
.....
.....
 - (b) (i) Name of the Project Country
i.e. country in which works
are to be executed.
 - (ii) Name of the third country if any,
through which payments to the
Insured are to be channelised under
the Contract.
 - (c) Status of the Employer (i.e. is the
Employer the Govt. or Deptt. of the Govt.
of the country mentioned against
(b) (i) above?)
 - (d) Description of Project Contract
 - (e) Date of Project Contract
 - (f) Date/scheduled date of commencement
of work
 - (g) Estimated date of completion
 - (h) Shipment programme in regard to supplies
 - (i) Project Contract Price
 - i. Contract price (exclusive of interest payable by Employer) Rs.
 - ii. Interest payable by Employer Rs.
 - iii. Total Contract price Rs.
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2. A. Terms of Payment
 - (a) Supplies
.....
 - (b) Erection/Installation of Plant
& Machinery
 - (c) Civil Works other than those
at (b) above
 - (d) Technical know-how.

(e) Training of personnel

(f) Security for payments
(ILC/Multilateral Funding/
Any other Security)
(Furnish complete details)

B. (a) **Currency of Payment** **Currency** **Amount** **Value In Rs.**
i. In non-convertible local currency

ii. In freely convertible currency

iii. In any other currency

(b) **Place of Payment**

C. **Procedure prescribed by the
Project Contract**

i. for claiming payment

ii. for disbursement of payment
by Employer

3. A. Any unconditional guarantee for all payments due under the Contract will be given/has been given
by
who will also endorse any Bills of Exchange/Promissory Notes, given in respect of any such payment.

B. An undertaking regarding availability of exchange for transfer at due date has been given/will be given
by

4. A. Breakdown of contract price by source of supplies/services.

	India	Country in which works are to be executed (Project country)	Other countries (Please specify)	Total
	Rs.	Rs.	Rs.	Rs.
Goods and/or materials wholly or partly produced/ manufactured or processed in the country (excluding contractor's plant)				
Labour (including expatriates) expenses.				
Other charges for services including charges for use of contractor's plant, etc., finance charges, insurance, transport, etc.				
Total				

B. Add interest payable by the Employer
(in Rs.) [as in 1 (i) (ii)]

C. Total Project Contract price [as in 1(i) (iii)]

(a) Pre-shipment period for which cover will
be required for supplies from India,

(b) Maximum value of goods that will be
under manufacture at any point of time
in respect of supplies from India Rs.

Amount to be excluded from purview of
cover being Advance Payment. Rs.

Amount to be covered by the Construction
Works Policy (i.e. item 4(c) - item 6) Rs.

SCHEDULE II

Details of the items of Plant & Machinery

(excluding contractor's plant) to be covered by risk 1 (vii) in Policy document.

Sr. No.	Description of item of Plant & Machinery to be imported into project country.	Name of country from which the item of Plant & Machinery is to be imported into the project country	Cost of the item of Plant & Machinery as included in the contract (Rs.)
(1)	(2)	(3)	(4)

Date :

Applicant's Signature

Place

& Designation