

## Proposal for SOFTWARE PROJECT POLICY

We hereby apply for Software Project Policy (SPP). We have read and understood the terms and conditions of the Policy and found the same to be suitable for our requirements. We have also obtained necessary clarification about the benefits, the details of documents/evidence required, procedure to be followed for settlements of claims, if any, and we further undertake not to seek refund of premium from ECGC for whatsoever reason except as provided under the Policy.

**Part I:** Information on the Exporter (Details in the Column No. 4 to 8 to be submitted when the first application is made and changes to be informed on subsequent applications.)

1.	Name of the Exporter	Proprietorship/partnership/Pvt Limited Company, / Public Limited Company/others (pl. specify)
2.	Address	Phone No. _____ Cell No. _____ Fax No. _____ E-mail: _____
3	Import Export Code No.	
4	Name & Address of the exporter's bank	
5	Status of the Unit	Export House / Trading House / Star Trading House Super Star Trading House / others
6	Contact Person & Designation	Mobile No. _____ Phone No. _____ Email No. _____
7	Names of the Proprietor / Partners/ Directors	Full Name (if Partners or Directors are related, please mention the relationship also)  1. _____  2. _____  3.. _____
8	Names of the sister concerns and their addresses	

## Part II Customer details and requirement

### **9. Nature of Contract**

(Briefly explain the system of your service rendered, method of assessment, billing stage, payment stage) (Please enclose copy of the contract)

10 Value of Contract (If you have monthly schedule please specify month wise/quarter wise

Amount in foreign currency

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Amount in Indian ₹.

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### **10 Risk to be covered\***

(Tick whichever is applicable) a) Commercial Risks on the customer & Political Risks  
b) Political risks only

11. Name and address of the customer

Please specify whether customer is Government or Associate of yours

Telephone:

Fax:

E-mail

Contact Person:

12. Experience with the customer for the last one year if any (Separate sheet may be enclosed)

S.NO.	Month	Value of Invoices raised (in ₹)	Type of Payment	Date of Realization	Reason for delay if any

13. Maximum amount expected to be outstanding from the customer at an one point of time (highest level of exposure at any point of time)

14. Processing fee ₹.2000/- (to be paid along with the application per customer/ banker). Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ Bank Name \_\_\_\_\_

**Instructions:**

1. Fill in all columns of the application.
2. If you have obtained any report on the customer from a bank or agency you may attach the original with this application.

**Undertakings:**

1. We hereby declare that we are not aware of any circumstances relating to the customer, which might adversely influence your acceptance of any of the risks on which we are hereby requesting insurance.
2. The software development is made in India. (Or specify if the transactions are made under merchanting trade)
3. We hereby authorize ECGC or their authorized agency to have the right to examine the books of accounts and other documents pertaining to the export transaction for which the coverage is sought by this proposal.
4. We note that the contract with our customer should provide for a clear acceptance mechanism in respect of services rendered and if possible, a procedure for arbitration and it should include that provisions should be made for rectification of mistakes – errors and omissions. However, we also note that ECGC would not cover any loss due to errors and omissions.
5. When we receive any information that the customer is in financial difficulties or that his position appears to be not comfortable in financial dealings, we will not enter with fresh contract, and for the existing contract, wherever possible further services offered shall be made available with advance payment or letter of credit or bank guarantee.
6. We hereby declare and certify that all statements made in the application are true and that we have not misrepresented or omitted any material fact which might have bearing on the policy, and we agree that such representations and facts shall form the basis of and be incorporated in the policy and that the truth of such representations as facts and due performance of each and every undertaking contained herein or in the policy shall be condition precedent to any liability of ECGC hereunder and to the enforcement thereof by us.
7. We understand and agree that in the event of a claim for any loss sustained by us being admitted by ECGC under this policy or any endorsement which may at any time be attached to this policy, it shall be paid by ECGC direct

to the bank named in the proposal through which the export documents pertaining to the services rendered and the payment would be routed through and we agree that, in that event, the banks receipt would be a full legal discharge to ECGC thereafter and ECGC shall have no further obligation to us.

Exporters Signature:

Designation:

Office Seal

DATE:

Address Stamp

Note: In the case of incorporated companies this proposal should be signed by authorized officers for and on behalf of the company and should state the capacity in which the signatory acts. In the case of partnership the partner of the firm should sign the proposal. In the case of proprietorship, the proprietor should sign the form.

#### PROHIBITION OF REBATES (SECTION 41 OF INSURANCE ACT, 1938)

1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer: provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this subsection if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona-fide insurance agent employed by the insurer.
2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.