

# PROPOSAL APPLICATION FORM

# SPECIFIC POLICY (CONTRACTS/CONSTRUCTIONAL WORKS/SERVICES)

For Bank's Use Only :					
		ITEM	DATE		
NAME OF APPLICANT		Received			
		Acknowledgement			
		BDC			
FACILITY		FIIC			
		ССВ			
		BOD			



EXPORTER	RFF NO ·	

PROPOSAL APPLICATION

PROPOSAL NO. :

				_				
1.0 PROPOSAL APPLI				_				
1.1 DETAILS OF EXPOI	1.1 DETAILS OF EXPORTER							
Name								
Contact Person								
Address			Telephone Number					
Address			Facsimile Number					
Name of Bank								
Address of Bank								
Particulars of Directors								
	Name		NRIC		Address			
i.								
ii.								
iii.								
Year Established			Year Export Commenced					
Authorised Capital			Paid-up Capital					
	Government Owned			Manufactu	uring			
	Public Limited			Trading				
Business Type			Business Sector *Please Tick (✓) Where Applicable					
*Please Tick (✓) Where Applicable	Private Limited			Construct	ion			
	Others (please specify)			Oil & Gas				
	(	)		Service P	rovider			
		,						
Description of Goods for Export				Others, (p	lease specify)			
				(		)		
Particulars of Sharehold	ler(s) – Top 5 only							
	Name		NRIC		Shareholding	J (%)		
i.								
ii.								
iii.								
iv.								
v.	v.							
Particulars of Key Management Personnel								



IM	EXPORTER REF. NO. :	PROPOSAL NO. :

# PROPOSAL APPLICATION

Department	Name of Persor	nnel	NRIC/Pas	sport Number		th Current isation	Previo	us Employment
Administration								
Marketing								
Production								
Finance								
	Bumiputra					Total		
Ownership (%)	Foreign			Number of Employees	Office			
	Non-Bumi/Local					Production	on	
Ultimate Parent of	Name							
Group	Country							



XIN	EXPORTER REF. NO. :	PROPOSAL NO. :	
ANI			
2.0	SCHEDULE 2		
2.0	SCREDULE 2		
1.	a. Buyer Full Name		
	b. Buyer Address		
	c. Buyer Country		
2.	a. Brief details of goods or plant to be supplied and types of services to be performed in relation to the Contract		
	b. State the description and value of all identifiable goods produced or manufactured locally which have been included in the Contract CIF Portion : Local Portion :		
	c. Country of destination of goods, if different from that of the Buyer		
3.	a. Foreign goods and <u>all</u> services in relation to the Contract (to be completed in accordance with Part II of the attached Notes)		
	b. Commission payable to overseas agents to be shown separately here		
4.	Date of the Contract and Effective date of Contract, if later.		
5.	Amounts Payable by the Buyer under the Contract in	relation to:	MYR
	a. goods to be supplied (terms of delivery being	)	
	and, where separately priced:		

b. insurance, freight or other charges, payable by the Exporter on the Buyer's b		
c. the Services	*( )	
d. interest i. on goods	*( )	
ii. on the services	*( )	
e. finance charges	*( )	
Paragraph 5 Total		
a. Amount of Gross Price Increases payable by the Buyer under the Contract	*( )	
b. Combined totals of Paragraph 5 and 6a		



		,
тм	EXPORTER REF. NO. :	PROPOSAL NO. :
TIAT		

#### **PROPOSAL APPLICATION**

<b>7.</b>	Terms of payment under the Contract for:		Currency of Payment	Place of Payment
	a. Goods and, where included, b. to f. below.			
	i. ** Irrevocable advance payment equivalent to 15% ii. Irrevocable L/C at sight	of the contract value,		
	b. insurance, freight or other charges, payable by the behalf	e Exporter on the Buyer's		
	c. the Services			
	d. finance charges			
	e. gross price increases			
	f. interest			
8.	Programme of the Contract			
	a. Delivery of goods	begins		
	b. Erection / Installation	begins	moi	nths from date of the Contract.
	c. Date of Commissioning			
	d. Date of Acceptance			
9.	Guarantee or other securities			

Notes: \* Enter the word 'estimated' if applicable. \*\* Irrevocable payments should be so noted.



EXPORTER REF. NO. : PROPOSAL APPLICATION PROPOSAL NO. :

3.0 DECLARATION

I/We submit a copy of the following documents :

- i. Certified copy of Business Registration
- ii. Copy of Memorandum of Article of Association and certified copies of Form 24 and 49 of the Companies Act 1965
- iii. Last 3 years Annual Report, Accounts and Auditor's Report
- iv. Interim Balance Sheet and Profit & Loss Account

I/We have read a specimen of your Specific Policy (Contracts) and request that you will inform us of the terms on which you are prepared to pay to us a percentage of the amount of any loss, as therein defined, that we may sustain in respect of contract specified hereunder, for the sale of wholly or partly manufactured goods to be exported by us from Malaysia after the date hereof.

#### Part I:

Particulars of the Contract are given in the Schedule hereto.

Part II:

- 1. I/We undertake that the goods specified in the Schedule shall be wholly or partly manufactured in Malaysia, except the goods specified in Paragraph 3(a) of the Schedule.
- 2. I/We have not entered into any contract of insurance or indemnity relative to the Contract to which this Proposal applies in respect of any cause of loss covered by the Specific Policy and will not enter into any such contract of insurance or indemnity without your consent in writing.
- 3. I/We are not aware of any circumstances relating to the Buyer or the Contract which might adversely influence your acceptance of any of the risks submitted.
- 4. I/We certify that we have no interest, direct or indirect, in the profits of the Buyer's business nor has he any such interest in our business, and we agree that unless otherwise agreed by the Company in writing, the Company shall be under no liability in respect of any loss which arises from a cause of loss occurring after we have acquired any interest direct or indirect in the profits of the Buyer's business or after he has acquired any such interest in our business.
- 5. All discussions and correspondence in connection with this Proposal and with any Policy arising therefrom are to be treated by both sides as confidential, and we undertake not to disclose either the existence of the Policy or any of the details thereof to our Agents or to the Buyer or to our Bankers or to any other person without the prior consent of the Company in writing.
- 6. I/We certify that the representations made and facts stated by us are true, and that we have not misrepresented or omitted any material fact which might have a 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 and facts and due performance of each and every undertaking contained herein or in the Policy shall be a condition precedent to any liability of the Company thereunder.
- 7. I/We hereby agree and consent that in the event EXIM Bank is required to disclose any information with regards to the Policy granted by EXIM Bank to us, we allow such information to be released to either reinsurance brokers, reinsurers, relevant regulatory authorities and/or any third parties at the absolute discretion of EXIM Bank as it may deem fit.

#### Notes :

- In the case of incorporated company, this Proposal Application should be signed by an authorised officer for and on behalf of the company and should state the capacity in which the signatory acts (e.g. Managing Director, Secretary).
- The words NIL or NOT APPLICABLE should be entered in any space where appropriate, NO SPACE SHOULD BE LEFT BLANK.
- If space in any of the above tables is insufficient, please attach separate SIGNED statements.

		Company Official Stamp
Authorised Signatory		
Name		
Designation		
Date		



EXPORTER REF. NO. :
---------------------

## BUYER REQUISITION FORM

Y \$1A						
4.0 BUYER REQUISITI	ON					
In respect of any enqui	ry on a Buyer prior to issuing a Single Buyer Policy or	Specific Policy				
4.1 DETAILS OF APPLI	CANT					
Full Name	ull Name					
		Telephone Number				
Address		Facsimile Number				
		Email				
<b>O</b> (1)(1)	Malaysia incorporated company					
Status *	Malaysia registered branch (subsidiary of an overseas incorporated company)					
4.2 DETAILS OF BUYE	R					
Full Name						
		Telephone Number				
Address		Facsimile Number				
		Website				
Name of Buyer's Bankers						

**PROPOSAL NO. :** 

Address of Buyer's Bankers	
-------------------------------	--

#### 4.3 DETAILS OF PROJECT

Goods / Nature of Project *		Estimated Total Contract Value **	
		Estimated Amount of Interest Payable by the Buyer	
Terms of Payment	Principal		
	Interest		

We enclose Cheque Number	_ for RM	_ being the cost of obtaining credit reports and
other relevant information on the Buyer. ***		

Notes: \* Delete as appropriate. \*\* Total contract price includes basic price plus freight, insurance and contingency for cost price increases. \*\*\* Processing Fee of one percent (1%) the insured amount subject to a minimum of MYR1,000 and a maximum of MYR20,000.00 and payable upon accepting of the Letter of Offer. Should the insured amount be in a foreign currency, the Processing Fee would be applied accordingly in the foreign currency, with the minimum payment in foreign currency be equivalent to MYR1,000.



Specific Policy (Contracts/Constructional Works/Services)				
EXPORTER REF. NO. :	PROPOSAL NO. :			
BUYER REQUISITION FORM				

NOTES :

- 1. The acknowledgement of this form does not in any way admit liability nor excuse the Exporter from complying with the terms and conditions of the Policy. Such acknowledgement does not imply that those terms and conditions have been complied with up to the date hereof nor that any right to reject liability for breach of such conditions prior hereto is waived. Due declaration of the relevant export and payment of the appropriate premium thereon, and, in addition, due performance and observance by the Exporter of each and every stipulation contained in the Policy, the Proposal and in the Declaration of the Proposal, as well as in such letters of variation and restriction on cover as may be issued from time to time, shall be a condition precedent to any liability of EXIM Bank under this assignment.
- 2. In the event of a claim arising on this Policy in respect of which the Exporter has made an assignment, charge or pledge or has received any security whatsoever EXIM Bank will by virtue of the provision of the Policy, have no liability unless the person in whose favour such assignment, charge or pledge has been made, or from whom such security has been received has given to EXIM Bank a written undertaking in a form approved by EXIM Bank that in consideration of EXIM Bank implementing the Policy in respect of the loss the said person will not make any claim whatsoever to any recoveries subsequently made in respect of such loss other than such claim as he may be entitled to make to the proportion of the recoveries reserved to the Exporter under the terms of the Policy.

Schedule of Buyer(s)				
Name(s) and Address(es)				

HOW DID YOU GET TO KNOW EXIM BANK?		CONTACT PERSON					
Please tick (1) Where Applicable			Name	Direct Line	Email		
Seminar/Talk/Exhibition		Business Associates/Friends					
Media (TV, Billboard, etc.)							
Others (please specify):							

Note: The applicant/borrower shall not under any circumstances offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage to any of the Bank's employees, members of the boards of directors, representatives and/or agents in relation to this application/facility/agreement. Such acts are criminal offences under the Malaysian laws and shall entitle the Bank and without prejudice to the Bank's other rights and remedies, to terminate the application/facility/agreement forthwith, and the applicant/borrower shall be liable for all consequential losses incurred by the Bank as a result of such termination, and shall indemnify and render the Bank harmless from all such costs. The Bank is also entitled to report the same to the relevant authorities including but not limited to the Malaysian Anti-Corruption Commission and/or the Royal Malaysian Police.

Please send your submission with your supporting documents to :

Export-Import Bank of Malaysia Berhad (357198-K) Level 1, EXIM Bank Jalan Sultan Ismail 50250 Kuala Lumpur MALAYSIA

Tel: (603) 2601 2000 Fax: (603) 2601 2454 Website Address : <u>www.exim.com.my</u>