



## PROPOSAL APPLICATION FORM

# SPECIFIC TAKAFUL (CONTRACTS/CONSTRUCTIONAL WORKS/SERVICES)

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



**Specific Takaful (Contracts/Constructional Works/Services)**

<b>APPLICANT REF. NO. :</b>	<b>PROPOSAL NO. :</b>
<b>PROPOSAL APPLICATION</b>	

**1.0 PROPOSAL APPLICATION**

**1.1 DETAILS OF APPLICANT**

<b>Name</b>			
<b>Contact Person</b>			
<b>Address</b>		<b>Telephone Number</b>	
		<b>Facsimile Number</b>	
<b>Name of Bank</b>			
<b>Address of Bank</b>			

**Particulars of Directors**

Name	NRIC	Address
i.		
ii.		
iii.		
iv.		

<b>Year Established</b>		<b>Year Export Commenced</b>	
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<b>Authorised Capital</b>		<b>Paid-up Capital</b>	
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<b>Business Type</b> <i>*Please Tick (✓) Where Applicable</i>	Government Owned <input type="checkbox"/>	<b>Business Sector</b> <i>*Please Tick (✓) Where Applicable</i>	Manufacturing <input type="checkbox"/>
	Public Limited <input type="checkbox"/>		Trading <input type="checkbox"/>
	Private Limited <input type="checkbox"/>		Construction <input type="checkbox"/>
	Others (please specify) <input type="checkbox"/>		Oil & Gas <input type="checkbox"/>
	( )		Service Provider <input type="checkbox"/>

<b>Description of Goods for Export</b>			Others, (please specify) <input type="checkbox"/>
			( )

**Particulars of Shareholder(s) – Top 5 only**

Name	NRIC	Shareholding (%)
i.		
ii.		
iii.		
iv.		
v.		



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Particulars of Key Management Personnel					
Department	Name of Personnel	NRIC/Passport Number	Years with Current Organisation	Previous Employment	
Administration					
Marketing					
Production					
Finance					
Ownership (%)	Bumiputra	<input type="text"/>	Number of Employees	Total	<input type="text"/>
	Foreign	<input type="text"/>		Office	<input type="text"/>
	Non-Bumi/Local	<input type="text"/>		Production	<input type="text"/>
Ultimate Parent of Group	Name				
	Country				

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**2.0 SCHEDULE 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:	<b>MYR</b>
	a. goods to be supplied (terms of delivery being _____ )	
	and, where separately priced: b. takaful/insurance, freight or other charges, payable by the Applicant on the Buyer's behalf	
	c. the Services	* (                      )
	d. profit	
	i. on goods	* (                      )
	ii. on the services	* (                      )
	e. finance charges	* (                      )
Paragraph 5 Total		
6.	a. Amount of Gross Price Increases payable by the Buyer under the Contract	* (                      )
	b. Combined totals of Paragraph 5 and 6a	



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7.	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% of the contract value, ii. Irrevocable L/C at sight		
	b. Takaful/insurance, freight or other charges, payable by the Applicant on the Buyer's behalf		
	c. the Services		
	d. finance charges		
	e. gross price increases		
	f. profit		
8.	Programme of the Contract		
	a. Delivery of goods	begins	
	b. Erection / Installation	begins _____ months 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.



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### 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 Takaful (Contracts) Certificate 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 Takaful 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 Certificate arising therefrom are to be treated by both sides as confidential, and we undertake not to disclose either the existence of the Specific Takaful Certificate 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 Specific Takaful Certificate and we agree that such representations and facts shall form the basis of, and be incorporated in, the Specific Takaful Certificate and that the truth of such representations and facts and due performance of each and every undertaking contained herein or in the Specific Takaful Certificate 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 Certificate granted by EXIM Bank to us, we allow such information to be released to either retakaful/reinsurance brokers, retakaful, reinsurers, relevant regulatory authorities and/or any third parties at the absolute discretion of EXIM Bank as it may deem fit.
8. I/We undertake that the contract shall be for shariah compliance purposes.

#### Part III:

1. I/We hereby participate in this Specific Takaful based on *Wakalah and Mudarabah* model, wherein the contribution paid shall be on the basis of Tabarru'(donation) for the purpose of helping other participants who suffered any events as specified in the Specific Takaful Certificate and with this contribution, I/We are entitled to the Takaful cover as expressed in the terms and conditions of the Specific Takaful Certificate.
2. I/We hereby irrevocably appoint EXIM Bank as our Agent/Wakil to manage the fund and agreed that 35% of the contribution paid shall be apportioned for agency/wakalah fee in consideration of EXIM Bank managing and administering the contributions.
3. I/We hereby irrevocably appoint EXIM Bank as our Manager/Mudarib to manage the investment of 65% of the contribution in the Risk Fund (Tabarru') which shall be invested in Shariah-complaint investment funds and agreed that the profit sharing ratio shall be on proportion of 80:20 to Risk Fund and EXIM Bank accordingly in consideration of EXIM Bank managing the investment of Risk Fund (Tabarru').
4. I/We also permit all cost, expenses, charges and levies for maintaining and investing the assets of the Risk Fund (Tabarru') and any related expenses shall be borne and paid from the Risk Fund (Tabarru').



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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.

<b>Authorised Signatory</b>		<b>Company Official Stamp</b>
<b>Name</b>		
<b>Designation</b>		
<b>Date</b>		

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**BUYER REQUISITION FORM****4.0 BUYER REQUISITION**

In respect of any enquiry on a Buyer prior to issuing a Single Buyer Policy or Specific Takaful

**4.1 DETAILS OF APPLICANT**

Full Name			
Address	Telephone Number		
	Facsimile Number		
	Email		
Status *	<ul style="list-style-type: none"> <li>Malaysia incorporated company</li> <li>Malaysia registered branch (subsidiary of an overseas incorporated company)</li> </ul>		

**4.2 DETAILS OF BUYER**

Full Name			
Address	Telephone Number		
	Facsimile Number		
	Website		
Name of Buyer's Bankers			
Address of Buyer's Bankers			

**4.3 DETAILS OF PROJECT**

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

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.





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<b>BUYER REQUISITION FORM</b>	

**NOTES :**

1. The acknowledgement of this form does not in any way admit liability nor excuse the Applicant from complying with the terms and conditions of the Specific Takaful Certificate. 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 contribution thereon, and, in addition, due performance and observance by the Applicant of each and every stipulation contained in the Certificate, 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 Specific Takaful Certificate in respect of which the Applicant has made an assignment, charge or pledge or has received any security whatsoever EXIM Bank will by virtue of the provision of the Certificate, 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 Specific Takaful Certificate 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 Applicant under the terms of the Specific Takaful Certificate.

Schedule of Buyer(s)
<i>Name(s) and Address(es)</i>

HOW DID YOU GET TO KNOW EXIM BANK?	
Please tick (✓) Where Applicable	
Seminar/Talk/Exhibition <input type="checkbox"/>	Business Associates/Friends <input type="checkbox"/>
Media (TV, Billboard, etc.) <input type="checkbox"/>	
Others (please specify):	<input type="text"/>

CONTACT PERSON		
Name	Direct Line	Email
Visualingam Veeraperumal	(603) 2601 2050	visual@exim.com.my
Azrin Azizuddin	(603) 2601 2089	azrin@exim.com.my
Nik Khairul Adli Nik Rasdee	(603) 2601 2107	nkhairul@exim.com.my

*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 : [www.exim.com.my](http://www.exim.com.my)