

**SUCCESSFUL BIDDERS DECLARATION**  
**(UPON ISSUANCE AND ACCEPTANCE OF LETTER OF ACCEPTANCE)**  
**(Tender Title and Reference Number)**

1. I,..... NRIC No. ...., acting as the authorised representative of .....(company) with registration number (.....) confirm that the company and its personnel have read and fully understood the contents of EXIM's Vendor Code of Conduct (VCOC).
2. In line with the EXIM Vendor Code of Conduct (VCOC), the company declares that the company and its personnel shall:
  - a) not give or offer, or agree to give or offer, any form of gratification to any director, officer, employee of BNM or any other person in relation to the procurement
  - b) fully comply with the relevant laws, rules and regulations, as well as EXIM's policies, internal procedures (including AMLATFPUAA 2001, Personal Data Protection Act 2010, Vendor Code of Conduct),
  - c) not divulge any confidential information related to this procurement to any other party /parties
  - d) exercise reasonable care and due diligence to avoid any situations of potential and/or actual conflict of interests;
  - e) promptly inform EXIM in writing of a situation of actual and/or potential conflict of interest;
  - f) not gain improper advantage or preferential treatment in their relationship with EXIM's staff (including key management personnel) and board members;
  - g) inform EXIM of the Company's relationship with EXIM's staff (including key management personnel) and board members, upon having knowledge of existence of any relationship, which may influence the objectivity of the Company's business conduct with EXIM;
  - h) not misrepresent its capabilities in order to gain EXIM's procurement contract(s) or during its delivery of goods or services to EXIM;
  - i) operate in a professional manner which reflects EXIM's professional image in the course of its dealings with EXIM and while on the EXIM's premises; and
  - j) operate in a professional manner and comply with EXIM's security policies and procedures while providing services at EXIM's premises.
3. The Company undertakes to promptly inform EXIM Bank or the Malaysian Anti-Corruption Commission (MACC)'s office or the nearest police station in the event there is any individual(s) who attempts to solicit bribes from me or any individual(s) related to this company as gratification for being selected in the aforementioned tender.
4. The Company undertakes to promptly inform EXIM of any breach and/or alleged/suspected breach of the Agreement or VCOC and cooperate with EXIM in any investigation of such breach involving EXIM's staff or the Company's Personnel.

5. The Company acknowledges that EXIM has the right to suspend or terminate the Agreement and disqualify the Company from tendering for future contracts if the Company is found to have breached any requirements in the Agreement, VCOC or any other terms and conditions which may be implemented by EXIM pursuant to the Agreement.
  
6. The Company further acknowledges that in the event of any conflict or discrepancy between the Agreement and this declaration, such conflict or discrepancy shall be resolved by giving the provisions contained in the Agreement priority and precedence over the provisions contained in this declaration.

Acknowledgement of acceptance to the declaration by:

Representative : signature	Witness : signature
Name and NRIC :	Name and NRIC
Date :	Date :
Company stamp	

Note: This declaration is to be submitted together with Letter of Authorisation