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| **Dual-Logo--PIDM**  **OVER-THE-COUNTER BANK GUARANTEE APPLICATION** | | | |
| Please mark  where applicable | | Date of Application:  -  - | |
| AmBank (M) Berhad (8515-D)  AmBank Islamic Berhad (295576-U) | | | |
| New Issuance  Renewal | | | |
| 1. Applicant (Full Name & Address):    Contact Details  Contact Person :  Contact Number :  E-mail Address : | 2. Latest Financial Year *(dd/mm/yy)*:    3. Annual Turnover (RM):    4. No. of Employees: | | 5. Beneficiary (Full Name & Address): |
| 6. Guarantee Amount (Currency & Figures): | | | 7. Customer Ref. No.: |
| 8. Purpose of Guarantee: | | | |
| 9. Types of Guarantee :  Payment  Performance\*  Bid/Tender\*  Retention/Warranty\*  :  Utility  Advance Payment/Progress Payment\*  \*Mandatory to be supported by underlying contract/agreement | | | |
| 10.  Issue on the Bank’s Standard Format  Issue as per FORMAT ENCLOSED (subject to Bank’s approval) | | | |
| 11. Effective Date : From  -  -  To  -  -  (Expiry Date)  Please state reason below if Effective Date is backdated.    (subject to approval by the Bank)    We hereby indemnify the Bank for all consequences and liabilities arising from the back dating and certify that we have not defaulted during the back-dated period and that the authorized signatory/(ies) on the Application Form and Indemnity were present and available during the backdated period.  12. Claims Period:  from expiry date (to follow the claim period in the given format as per item 10 unless specified herein). | | | |
| 13. **Bank Charges**:  Please debit our Account No.:  with you for the cash payment 100% equivalent to the full amount of the Guarantee and all charges, commission, fees, out-of-pocket expenses, etc. in connection with the Guarantee. Such charges shall include those for account of Beneficiary which could not be recovered by the Bank. | | | |
| 14. **Delivery of the Original Guarantee to**:  Please hold for our collection by representative named herein:  IC No.:  Please courier to: -  Our address as above  Branch:  We shall not hold the Bank liable for any loss, damages or delay by stamping office and/or courier company or the release of the Guarantee to any person that the Bank in good faith believes to be authorised to receive the same.  AMBIZ/E/OTCBG OTCBG-i/09-2018 | | | |
| **Dual-Logo--PIDM**  **OVER-THE-COUNTER BANK GUARANTEE APPLICATION – cont’d** | | | |
| 15. Stamping of Guarantee (Select one only)  by the Bank; or  by us and we undertake to ensure that the original Guarantee is stamped immediately with stamp duty office and we shall forward copy of the stamped Guarantee to the Bank at [TBSC-KL@ambankgroup.com](mailto:TBSC-KL@ambankgroup.com). Any penalty and/or loss resulting in non-stamping of the original Guarantee will be borne by us. | | | |
| 16. **Additional Instructions**: | | | |
| 1. In consideration of our request to you, the Bank to issue the Bank Guarantee/Bank Guarantee-i and in accordance with the above instructions, we hereby irrevocably and unconditionally agree to fully abide by the terms and conditions of this Application Form and terms appearing in the Over-the-Counter Bank Guarantee Application Terms and Conditions/Over the Counter Bank Guarantee-i Application Terms and Conditions (the “T&C”) under document Reference No.: AMBIZ/E/OTCBG T&C/09-2018 or TC(OTCBG/RV2-BI/092018) and/or website and/or other relevant Agreements which have been and will be advised to us by you and currently in force in the Bank. This Application Form and the T&C are to be construed and enforced in accordance with the laws of Malaysia. 2. **We hereby declare that we are aware of and in full compliance with the Strategic Trade Act 2010 and all the regulations and requirements connected thereto.** 3. We will comply with the Foreign Exchange Administration Rules (“FEA”) relating to dealings in currency, borrowing/financing & guarantee, investment in foreign currency asset, payments, security & financial instrument, and export of goods at all times. | | | |
| I/We, being \*Managing Director/Chief Executive Officer/ Executive Chairman/official equivalent to the top tier position within the Applicant, hereby confirm that I/we have chosen the language in this form as the language of this Application Form. This chosen language shall prevail in the event of differences in meaning over the version of Application Form in any other language.  Declaration of Authorised Signatory(ies)  I/We, undersigned, declare that the details furnished above are true and correct and I/we shall undertake to inform you of any changes therein immediately.  I/We declare that I/we have full authority of the Applicant to submit this Application Form and the T&C together with the accompanying documents (where applicable) to request for the issuance of a Bank Guarantee/Bank Guarantee-i on behalf of the Applicant; and I/we irrevocably confirm that the Applicant has agreed to be bound by the terms and conditions of this Application Form and the T&C.  In consideration of you agreeing to the issuance of a Bank Guarantee/Bank Guarantee-i at my/our request, I/we irrevocably and unconditionally agree that I/we shall be personally liable to you for any losses, damages, costs, expenses whatsoever which you may incur or suffer directly or indirectly arising from you relying on the information given by me/us/the Applicant in this Application Form and the T&C or as a result of a breach by me/us/the Applicant of the terms and conditions of this Application Form or the T&C for whatsoever reasons.  Further Declaration (applicable to all type of company under the Companies Act, 2016)  I/We further declare in reference to the Companies Act, 2016 that: -  The Applicant has the full authority under its Constitution (formerly known as M&A) for this application; OR  The Applicant does not have a Constitution   |  | | --- | | **Authorized Signatory(ies) With Company’s Authorised Rubber Stamp** |   Note: This Application Form is to be signed by the Applicant’s Managing Director/Chief Executive Officer/ Executive Chairman/official equivalent to the top tier position within the Applicant as maybe acceptable to the Bank (singularly or jointly with other signatory).  AMBIZ/E/OTCBG OTCBG-i/09-2018 | | | |