



Ruj Tuan :
Ruj Kami : SFS/00021/3 SFS-CIRCULAR(P)/(1)
Tarikh : 20.05.2022

SURAT PEKELILING SETIAUSAHA KEWANGAN NEGERI BIL. 02 / 2022

Semua Setiausaha Tetap Kementerian
Semua Ketua Jabatan Kerajaan Negeri
Semua Ketua Badan-Badan Berkanun Negeri
Semua Pihak Berkuasa Tempatan Negeri

GARIS PANDUAN PENGURUSAN *SUB-CONTRACTING* / *SUB-LETTING* DI DALAM KONTRAK KERJA KERAJAAN NEGERI

1. Latarbelakang

Dalam syarat-syarat kontrak sedia ada, Kontraktor Utama adalah dibenarkan untuk memberi sub-kontrak sama ada secara keseluruhan atau sebahagian kerja setelah mendapat kelulusan bertulis terlebih dahulu daripada Kerajaan.

Walau bagaimanapun, pengurusan *Sub-Contracting* / *Sub-Letting* untuk kontrak kerja Kerajaan Negeri kurang diberi penekanan oleh kebanyakan Agensi. Adalah juga didapati bahawa salah satu sebab kelewatan pelaksanaan projek kerajaan adalah disebabkan sub-kontraktor tidak mendapat bayaran daripada Kontraktor Utama.

Oleh yang demikian, garis panduan ini diwujudkan bagi memastikan agar pengurusan *Sub-Contracting* / *Sub-Letting* kontrak kerja Kerajaan Negeri lebih teratur dan efisien serta Kontraktor Utama yang terlibat akan lebih komited dalam mematuhi syarat-syarat kontrak yang ditetapkan.

2. Tujuan

Surat Pekeliling ini adalah bertujuan untuk memaklumkan mengenai garis panduan umum pengurusan *Sub-Contracting / Sub-Letting* dalam kontrak kerja Kerajaan Negeri untuk dikuatkuasakan oleh semua Kementerian / Jabatan / Badan-Badan Berkanun Negeri / Pihak Berkuasa Tempatan (Agensi).

3. Garis Panduan Umum Pengurusan *Sub-Contracting / Sub-Letting*

3.1 Senarai Sub-Kontraktor

3.1.1 Kontraktor yang ingin menyertai tender kerja adalah dikehendaki untuk mengemukakan senarai nama sub-kontraktor yang terlibat dalam melaksanakan projek berkenaan berserta maklumat seperti nama sub-kontraktor, pendaftaran dan skop kerja yang akan dilaksanakan oleh sub-kontraktor berkenaan. Agensi hendaklah menyatakan syarat-syarat ini dengan jelas dalam syarat-syarat tender / dokumen tender. Contoh format **Borang Senarai Sub-Kontraktor** di **Lampiran A** boleh digunakan sebagai panduan.

3.1.2 Sub-kontraktor yang disenaraikan hendaklah mempunyai pendaftaran dengan Unit Pendaftaran Kontraktor dan Juruperunding (UPKJ) / Lembaga Pembangunan Industri Pembinaan Malaysia (CIDB) dalam bidang yang berkaitan.

3.1.3 Maklumat sub-kontraktor yang dikemukakan oleh petender bersama tawarannya hendaklah dinyatakan dalam laporan penilaian tender berserta bahagian kerja yang akan dilaksanakan oleh sub-kontraktor tersebut.

3.1.4 Setelah pertimbangan dan keputusan sesuatu tender dibuat, Agensi hendaklah memastikan kontraktor yang berjaya mengemukakan senarai lengkap nama sub-kontraktornya semasa mengembalikan Surat Setuju Terima (*Letter of Acceptance*) yang ditandatangani sebelum kerja dimulakan. Agensi hendaklah menyatakan syarat-syarat ini dalam Surat Setuju Terima (*Letter of Acceptance*).

3.2 **Kelulusan Agensi**

Sebelum senarai nama sub-kontraktor dipertimbangkan, Agensi hendaklah menyemak dan meneliti senarai tersebut selaras dengan syarat-syarat tender seperti yang dinyatakan dalam dokumen tender dan syarat-syarat kontrak. Kebenaran menggunakan sub-kontraktor sama ada untuk melaksanakan keseluruhan atau sebahagian kerja hendaklah diberikan secara bertulis oleh Agensi.

3.3 **Surat Ikatan Hak (*Deed of Assignment*)**

Selepas kebenaran bertulis diberikan oleh Agensi, Kontraktor Utama hendaklah menandatangani Surat Ikatan Hak (*Deed of Assignment*) dengan sub-kontraktor tersebut terlebih dahulu sebelum kerja dimulakan oleh sub-kontraktor berkenaan. Format-format **Surat Ikatan Hak (*Deed of Assignment*)** adalah seperti di **Lampiran B [*Deed of Assignment (Security for Direct Payment to Third Party)*]** dan **Lampiran C (*Deed of Assignment between Main Contractor and Financier*)**.

3.4 **Pembayaran Terus Kepada Sub-Kontraktor Selain Daripada Sub-Kontraktor Dinamakan (*Nominated Sub-Contractor*)**

Agensi adalah dibenarkan membuat pembayaran terus kepada sub-kontraktor (selain daripada *Nominated Sub-Contractor*) tertakluk kepada syarat-syarat berikut:-

- 3.4.1 Bayaran kemajuan boleh dibuat terus kepada sub-kontraktor sehingga 90% daripada jumlah nilai kerja sub-kontraktor berkenaan;
- 3.4.2 Baki sebanyak 10% lagi hendaklah dibayar kepada Kontraktor Utama setelah *Certificate of Practical Completion (CPC)* dikeluarkan. Agensi hendaklah memastikan Kontraktor Utama membayar kepada sub-kontraktor selepas tamat tempoh tanggungan kecacatan;
- 3.4.3 Syarat bayaran terus kepada sub-kontraktor hendaklah dimasukkan ke dalam dokumen tender dan dokumen kontrak;
- 3.4.4 Sub-kontraktor yang berkenaan hendaklah berdaftar dengan Unit Pendaftaran Kontraktor dan Juruperunding (UPKJ) / Lembaga Pembangunan Industri Pembinaan Malaysia (CIDB) dalam bidang yang bersesuaian seperti yang diterangkan di perenggan 3.1.2;
- 3.4.5 Syarat bayaran terus kepada sub-kontraktor hendaklah juga dimasukkan dalam Surat Setuju Terima (*Letter of Acceptance*) kepada kontraktor yang berjaya dan Kontraktor Utama dikehendaki untuk mengemukakan senarai lengkap sub-kontraktornya semasa mengembalikan Surat Setuju Terima (SST) yang ditandatangani seperti yang diterangkan di perenggan 3.1.4;
- 3.4.6 Kontraktor Utama dikehendaki untuk menandatangani Surat Ikatan Serah Hak (*Deed of Assignment*) dengan sub-kontraktor untuk bayaran bagi skop dan nilai kerja yang dilaksanakan oleh sub-kontraktor berkenaan mengikut format seperti yang diterangkan di perenggan 3.3;

3.4.7 Agensi hendaklah memastikan tiada penyerahan hak bayaran dibuat oleh Kontraktor Utama kepada pihak lain bagi projek selain senarai sub-kontraktor yang dikemukakan;

3.4.8 Kontraktor Utama tidak boleh meminda senarai sub-kontraktornya kecuali dengan mendapat kebenaran bertulis daripada Agensi; dan

3.4.9 Kontrak hendaklah mempunyai klausa *indemnity* bagi menjaga kepentingan Kerajaan Negeri.

4. Rujukan Kepada Agensi Teknikal

Sekiranya Agensi ada kemusykilan, Agensi adalah dikehendaki untuk merujuk kepada Jabatan Kerja Raya untuk mendapatkan khidmat nasihat lanjut mengenai *Sub-Contracting / Sub-Letting* seperti yang ditetapkan dalam syarat-syarat kontrak *JKR Sarawak General Conditions of Contract PWD 75 (Ver. 2021)*.

5. Pematuhan dan Penguatkuasaan

5.1 Surat Pekeliling ini adalah berkuatkuasa dari tarikh Surat Pekeliling ini dikeluarkan.

5.2 Surat Pekeliling ini boleh dirujuk dan dimuat turun dengan melayari laman sesawang rasmi Pejabat Setiausaha Kewangan Negeri Sarawak.

5.3 Bagi Pihak Berkuasa Tempatan, garis panduan pengurusan *sub-contracting / sub-letting* ini adalah juga tertakluk kepada *The Local Authorities Financial Regulations, 1997* yang sedang berkuatkuasa.

5.4 Sebarang pengecualian daripada peraturan yang ditetapkan dalam Surat Pekeliling ini hendaklah mendapatkan kelulusan secara bertulis terlebih dahulu daripada Setiausaha Kewangan Negeri.

6. Pengecualian

Sebarang pengecualian daripada mana-mana peraturan dalam Surat Pekeliling ini hendaklah mendapat kelulusan daripada Setiausaha Kewangan Negeri.

Sekian, terima kasih.

“BERSATU BERUSAHA BERBAKTI”

“AN HONOUR TO SERVE”



[DATO SRI DR. WAN LIZOZMAN BIN WAN OMAR]
Setiausaha Kewangan Negeri
Sarawak

- s.k.: 1. Setiausaha Kerajaan Negeri Sarawak
2. Pengarah, Jabatan Audit Negara Cawangan Sarawak
3. Pengarah, Audit Dalam, Jabatan Ketua Menteri
4. Akauntan Negeri

TENDERER'S LIST OF SUB-CONTRACTORS
(FOR WORKS TO BE CARRIED OUT UNDER THIS TENDER)

No	Name of Sub-Contractor	Work Scope	License Registration (UPKJ / CIDB)

Note: The Tenderer is required to submit together copies of the sub-contractor's License Registrations (UPKJ / CIDB). The information provided shall be used in evaluation of the tender. Tenderer shall take note that, once accepted, the appointed sub-contractors shall not be changed without approval of the Employer and without valid reasons.

Tenderer's Signature & Official Stamp:

Date:

DEED OF ASSIGNMENT
(Security for direct payments to third party)

THIS DEED OF ASSIGNMENT is made the.....day of 20.....between.....having its registered office at (hereinafter referred to as “the Assignor”) of the one part and (hereinafter referred to as “the Assignee”) of the other part.

WHEREAS -

1. The Assignor has been awarded by **the Government of Sarawak (hereinafter referred to as “**the Government”) a contract numbered (hereinafter referred to as “the Contract”) for the (hereinafter referred to as “the Works”) for the sum of Ringgit..... (RM.....) (hereinafter referred to as “the Contract Sum”).
2. The Assignor has caused work to be executed and / or is desirous of causing *work / supply to be executed and the Assignee has agreed to execute certain *work / supply namely (hereinafter referred to as *the Subcontract Work/ the Subcontract Supply) for the Assignor in the fulfillment of his obligations under the Contract.
3. The Assignor is desirous of assigning to the Assignee moneys due and payable to the Assignor under the Contract as payment for the *Sub-contract Work / Subcontract Supply, up to a maximum value of Ringgit..... (RM..... (hereinafter referred to as the “Assigned Sum”).
4. **The Government has through its authorized representative in a letter.....dated (attached herewith as Appendix A) given its approval for the assignment by the Assignor to the Assignee moneys due and payable to the Assignor under the Contract.

Nota:

- i. *Sila potong mana yang tidak berkenaan
- ii. ** Sila gunakan “the Government of Sarawak / the Government” bagi Kementerian / Jabatan atau nama agensi bagi Badan Berkanun / Pihak Berkuasa Tempatan

NOW THIS DEED WITNESS as follows:

1. The terms of this Deed of Assignment shall be subject to the terms and conditions imposed by **the Government or its authorized representative in granting its consent to this Assignment.
2. In consideration of the Assignee having executed and/or agreeing to execute the *Subcontract Work / Subcontract Supply, the Assignor hereby absolutely assigns to the Assignee moneys payable now or hereinafter due and payable to the Assignor under the Contract, not exceeding the Assigned Sum.
3. This assignment shall be irrevocable and shall remain in force for so long as moneys due and payable to the Assignor under the Contract shall remain unpaid by **the Government.
4. For the purposes of this Assignment, moneys due and payable to the Assignor under the Contract shall be deemed to exclude moneys due and payable to nominated subcontractors and nominated suppliers who, in accordance with the terms and conditions of the Contract shall be paid direct by **the Government to the nominated subcontractors and nominated suppliers.
5. The Assignee shall be paid the value of the *Subcontract Work / Subcontract Supply executed out of moneys due and payable to the Assignor under the Contract in interim payments and the final payment shall be made in accordance with the terms and conditions of the Contract.
6. The amount to be paid to the Assignee in each interim payment shall be ascertained based on claims certified by the Assignor or his authorized representative and submitted by the Assignee to the Superintending Officer named in the Contract or his authorized representative not later than 3 days before the date of interim valuation.
7. In the event of the money due and payable to the Assignor in an interim payment is insufficient to pay the amount due to the Assignee in respect of the *Subcontract Work / Subcontract Supply executed, the deficiency shall be paid to the Assignee in the next and subsequent interim payment(s).

Nota:

- i. **Sila potong mana yang tidak berkenaan*
- ii. *** Sila gunakan "Government of Sarawak / the Government" bagi Kementerian / Jabatan atau nama agensi bagi Badan Berkanun / Pihak Berkuasa Tempatan*

8. If upon final payment under the Contract no money is received by the Assignee or the amount received by the Assignee is less than the total value of the *Subcontract Work / Subcontract executed; the value of the *Subcontract Work / Subcontract Supply that remain unpaid shall be a debt due from the Assignor to the Assignee.
9. The Assignor shall do all things and acts necessary to ensure that **the Government pays to the Assignee moneys otherwise due and payable to the Assignor under the Contract in respect of the *Subcontract Work / Subcontract Supply executed by the Assignee.
10. The Assignee shall not re-assign the *Subcontract Work / Subcontract Supply to be executed under this Deed of Assignment to any other party.
11. The Assignor shall notify **the Government of the execution of this Deed of Assignment by lodging a stamped copy thereof with **the Government or its authorized representative.
12. Any charge to this Deed of Assignment and the stamp duty thereof shall be borne by the Assignor.
13. This Deed of Assignment shall be binding upon the successors in title of the parties hereto and, if the party is an individual, upon his heirs, executors and personal representatives.

Nota:

- i. *Sila potong mana yang tidak berkenaan*
- ii. ** Sila gunakan "Government of Sarawak / the Government" bagi Kementerian / Jabatan atau nama agensi bagi Badan Berkanun / Pihak Berkuasa Tempatan*

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals on the day and year first above written.

SIGNED by)
)
Name:)
)
Capacity :)
)
for and on behalf of) _____
) (Signature of Assignor)
)
)
_____)
(Seal or chop of Assignor)

in the presence of
Name :)
)
NRIC No.:) _____
) (Signature of Witness)
)
Address :)

SIGNED by)
)
Name :)
)
Capacity :)
)
for and on behalf of) _____
) (Signature of Assignee)
)
)
_____)
(Seal or chop of Assignee)

in the presence of
Name)
)
NRIC No.) _____
) (Signature of Witness)
)
Address :)

KERAJAAN SARAWAK

CONSENT BY *GOVERNMENT FOR DIRECT PAYMENT TO THIRD PARTY THROUGH DEED OF ASSIGNMENT

Reference: Office of:

.....

.....

Date :.....

To: (Contractor)

.....

.....

.....

.....

CONTRACT NO.:

WORK

I refer to your application dated seeking the consent of *the Government to your proposal to assign part of the Contract Sum by a Deed of Assignment to, the Assignee.

2. Please be informed that *the Government has consented to the said assignment as contained in the Deed of Assignment, subject to the terms as follows:

- a. Any obligation imposed upon *the Government by the Deed of Assignment shall not in any way prejudice or affect the rights of *the Government or the powers of the Superintending Officer under the terms and conditions of the Contract, including those relating to direct payments to nominated subcontractors and nominated suppliers and deductions from any money otherwise due to you under the Contract.

Nota:

** Sila gunakan "Government of Sarawak / the Government" bagi Kementerian / Jabatan atau nama agensi bagi Badan Berkanun / Pihak Berkuasa Tempatan*

- b. Any payment made to the Assignee shall be deemed to be a payment as if the same is paid to you under the terms and conditions of the Contract and shall constitute a sufficient and valid discharge of the obligations of *the Government under the Contract to the extent of such payment.
- c. No terms of payment including any term for the payment of interest for delayed payments which the Assignee may impose upon you shall be imposed upon *the Government by the Deed of Assignment.
- d. You shall be liable and shall indemnify *the Government against any damage, expense, liability, loss whatsoever suffered by *the Government in the event of any claim or action taken by the Assignee arising from the assignment.

3. Kindly acknowledge receipt of this letter and confirm acceptance by the Assignee and yourself of the terms stipulated above by appending your signature and returning the same to me.

Yours faithfully,

.....
(Head of Agency)

I / We acknowledge receipt of the above Consent of *the Government and confirm my / our acceptance of the terms imposed.

.....
Signature of Assignor

.....
Signature of Assignee

Name :

Name :

Capacity :

Capacity :

for and on behalf of

for and on behalf of

.....
(Seal or chop of Assignor)

.....
(Seal or chop of Assignee)

Nota:

** Sila gunakan "Government of Sarawak / the Government" bagi Kementerian / Jabatan atau nama agensi bagi Badan Berkanun / Pihak Berkuasa Tempatan*

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made the day of 20.....
BETWEEN
(hereinafter called "the Assignor") of the one part AND
..... under the Banking and Financial
Institutions Act, 1989 with a place of business at
.....
(hereinafter called "the Assignee") of the other part.

WHEREAS by a contract made on the day of 20..... and
described as Contract No. (hereinafter) referred to a
"the said Contract") made between the Government of Sarawak (hereinafter called
"the Government") of the one part and the Assignor of the other part, the Assignor
has agreed, pursuant to the terms and conditions therein stipulate to
.....
.....
(hereinafter called "the said works").

WHEREAS by an Agreement dated(hereinafter) referred to as
"the Banking Agreement") entered into between the Assignor and the Assignee, the
Assignee agreed, upon terms and conditions therein contained, to provide banking or
credit facilities to the Assignor to finance the execution and completion of the said
works by the Assignor.

Nota:

i. Sila gunakan "Government of Sarawak / the Government" bagi Kementerian / Jabatan atau nama agensi bagi Badan Berkanun / Pihak Berkuasa Tempatan

WHEREAS as security for the repayment of the said banking or credit facilities, the Assignor agrees to assign to the Assignee all sums of monies due or becoming due under the said contract from the Government.

AND WHEREAS the Assignor has applied to the Government for its consent for this Deed and Assignment and the consent of the Government is endorsed in the Schedule hereunder.

NOW THIS DEED OF ASSIGNMENT WITNESSETH as follows:-

1.1 In consideration of the Assignee granting to the Assignor banking or credit facilities the Assignor hereby assigns absolutely to the Assignee all its rights and interest over all moneys due or to become due to the Assignor from the Government under or by virtue of the said Contract other than monies due or certified for payment to a nominated sub-contractor or nominated supplier, and the full benefits granted thereby and of all stipulations therein contained together with all remedies for enforcing the payment thereof TO HOLD the same unto the Assignee.

1.2 For the purpose of this Deed, the terms "nominated sub-contractor" and "nominated supplier" shall be as defined or described or determined in the relevant provisions of the Contract.

Nota:

i. Sila gunakan "Government of Sarawak / the Government" bagi Kementerian / Jabatan atau nama agensi bagi Badan Berkanun / Pihak Berkuasa Tempatan

2. *The Assignor hereby warrants and covenants with the Assignee as follows:-*

that the said Contract is valid in all respects and all and every stipulations agreements provisions and conditions respectively which are mentioned or contained in the said Contract and intended to be paid performed and observed by the Assignee prior to the date of this Deed have been duly paid performed and observed.

that the Assignor will during the continuance in force of this Deed and notwithstanding the Assignment herein, dutifully perform and observe all and every stipulations agreement provisions and conditions respectively which are mentioned or contained in the said Contract and on the part of the Assignor agreed to be paid performed or observed.

the Assignor shall at all times hereafter save harmless and keep the Assignee indemnified against all action, proceedings expenses, damages, penalties, costs, claims and demands which may be brought or made against or incurred by the Assignee by reason or on account of any misfeasance of or non-observance of all or any of the stipulations terms and conditions contained in the said Contract or otherwise howsoever.

that the Assignor has not assigned or pledged any of its right, title or interest hereby assigned to anyone other than the Bank and it will not further assign, pledge or hypothecate any of its right, title or interest in and under the said Contract.

Nota:

i. Sila gunakan "Government of Sarawak / the Government" bagi Kementerian / Jabatan atau nama agensi bagi Badan Berkanun / Pihak Berkuasa Tempatan

The assignor hereby empowers the Assignee on the Assignor's behalf, and in the Assignor's name –

(a) to settle and adjust all accounts in connection with the said Agreement;

(b) to given effectual receipts for the moneys hereby assigned, which shall discharge the Government from being concerned to see the application thereof;

(c) to compromise and settle any proceedings arising out of or in respect of the said Contract, upon such terms as the Assignee may think fit, and that all costs and expenses incurred therefore be paid out of the amount due to or to become due under the said Contract.

The Assignor undertakes at the Assignee's request and at the Assignor's cost to do and execute all such further acts, deeds, and things which the Assignee may reasonably require for giving full effect to this assignment.

3. The Assignor hereby covenants and agrees that all the provisions, covenants, stipulations, undertaking and agreements contained in the Banking Agreement shall unless repugnant to any of the provisions contained herein, be read as forming part of this Assignment and shall be applicable with full force and effect as if the same were set out hereunder.

Nota:

i. Sila gunakan "Government of Sarawak / the Government" bagi Kementerian / Jabatan atau nama agensi bagi Badan Berkanun / Pihak Berkuasa Tempatan

The costs and disbursements of all parties of and incidental to this Deed shall be paid solely by the Assignor.

The Deed shall be binding on the successors in title and assignees of the Assignor and the successors in title and assigns of the Assignee.

In these presents where the context so admits words importing the masculine gender include the feminine and neuter genders, words importing the singular include the plural and where two or more persons are included in the expression "the Assignor" this Assignment is binding on such persons jointly and severally.

IN WITNESS WHEREOF the parties hereto have hereunto set the hands and seals the day and year first above written.

The Common Seal of)
.....)
(Assignor) was hereunto affixed by the) Director
authority of a resolution of the Board of)
Directors thereof in the presence of:-)
Director/Secretary

SIGNED by the said)
.....)
(Assignee) by its Attorney)
under and by virtue of a Power of)
Attorney, registered at the Licensing)
Land Registry Office on the day of)
....., 20 as Instrument No.)
..... in the presence of:-)

Nota:

i. Sila gunakan "Government of Sarawak / the Government" bagi Kementerian / Jabatan atau nama agensi bagi Badan Berkanun / Pihak Berkuasa Tempatan

NOTICE OF ASSIGNMENT

To: HEAD OF AGENCY

Re: CONTRACT NO.:

PROJECT :

.....

We hereby give you notice that by a Deed of Assignment dated and made between us and of ('Assignee') we have assigned absolutely to Assignee all our right, title, and interest in and to all monies due or become due and payable to us under the terms of the said Contract dated the day of 20..... and made between us and the Government of Sarawak. You shall hereafter pay over to the Assignee all monies due and payable to the Assignee which is authorized to give or issue, on our behalf, all receipts for sums of monies paid under the terms of the said Contract. We further confirm that we have not pledged, charged, assigned or otherwise encumbered the said monies or any part thereof to any other person or party.

This notice and the instructions herein contained are irrevocable but may be modified or terminated by written notice signed by both Assignee and ourselves. Please acknowledge receipt of this notice to Assignee on the enclosed consent to assignment.

Yours faithfully,

.....
for and on behalf of

Nota:

i. Sila gunakan "Government of Sarawak / the Government" bagi Kementerian / Jabatan atau nama agensi bagi Badan Berkanun / Pihak Berkuasa Tempatan

SCHEDULE

We, the GOVERNMENT OF SARAWAK, hereby consent to this Assignment by(Assignor) to(Assignee) as intimated to the Government vide the Notice of Assignment dated

The consent does not relieve the Assignor of his obligations, duties and liabilities under the Contract described in the written Deed of Assignment; and that the rights of the Assignee to the monies payable under the Contract shall be governed by the same conditions for payment as imposed upon the Assignor. The right of the Government to any set off or deduction against any monies due and payable under the Contract or to effect direct payment to a nominated sub-contractor or nominated supplier under the terms of the Contract, is not prejudiced or in any way affected by the Government's consent to this Assignment.

*SIGNED BY)
Head of Agency)
for and on behalf of the Government of)
Sarawak, in the presence of:-)*

Nota:

i. Sila gunakan "Government of Sarawak / the Government" bagi Kementerian / Jabatan atau nama agensi bagi Badan Berkanun / Pihak Berkuasa Tempatan