

(To Be Adopted On Bank's Letterhead)

Date:

To: State Government of Sarawak

...

...

... Kuching, Sarawak

BANK GUARANTEE

THIS GUARANTEE is made on the _____ day of _____ BY _____ having its principal of business at _____ (hereinafter called the "Guarantor").

WHEREAS

- A. The State Government of Sarawak (hereinafter called "Government"), at the request of employers in the agriculture, plantation, construction manufacturing and services sectors, has agreed to allow employers to recruit foreign workers subject to such employers complying with COVID-19 Standard Operating Procedures (SOP) and conditions imposed by the Government of Sarawak.
- B. _____ (Co. No. ____), a company incorporated/registered in Malaysia and having its registered and/or business address at _____ (hereinafter called "the Employer") has submitted an application to the Government to recruit foreign workers to work in the Employer's workplace at _____.
- C. In consideration of the Government approving the Employer's application, the Employer has by a letter of undertaking dated _____ agrees to comply with the Government's COVID-19 SOP, Orders and Regulations made under the Prevention and Control of Infectious Diseases Act 1988 [Act 342] and the Protection of Public Health Ordinance 1999 [Cap. 30] and other directives issued by the Government.
- D. At the request of the Employer, the Guarantor agrees to irrevocably and unconditionally issue this guarantee in connection with the due performance and compliance by the Employer of its obligations in its said letter of undertaking.

NOW THE GUARANTOR HEREBY AGREES WITH THE GOVERNMENT AS FOLLOWS:

- 1. Upon receipt of the Government's first written demand, the Guarantor shall within seven (7) days, pay to the Government the amount specified in such demand notwithstanding any contestation or protest by the Employer or Guarantor or any third party and without proof or conditions provided always that the total of all demands so made shall not exceed the sum of RINGGIT MALAYSIA : _____ (RM) (hereinafter called the "Guaranteed Sum").

2. The Government reserves the right to make partial demands if it shall so desire and the total of all such partial demands so made shall not exceed the Guaranteed Sum and the liability of the Guarantor to pay the Government the aforesaid shall correspondingly be reduced by the amounts paid by the Guarantor under the partial demands.
3. Notwithstanding any arrangements made directly between the Employer and the Government and/or any third party(ies) in howsoever or whatsoever manner or by any forbearance by the Government whether as to payments, time, performance or otherwise, the Guarantor shall not be discharged or released from this Guarantee until either of the following occurs:-
 - (a) upon full payment of the Guaranteed Sum by the Guarantor; or
 - (b) upon the expiry of the Claims Period (hereinafter defined); or
 - (c) upon receipt by the Guarantor of a notice of discharge in respect of this Guarantee from the Governmentwhichever is earlier.
4. Whenever the Government makes a written demand on the Guarantor, the Guarantor upon receipt of the demand shall (subject to the proviso in paragraph 1) within seven (7) days pay to the Government such payment of the amount so demanded and any dispute between the Government, or the Employer and/or any third party as to the right of the Government to make such a demand shall not in any way relieve the Guarantor from the obligation to pay upon such demand by the Government.
5. This Guarantee given by the Guarantor is a continuing guarantee and shall be irrevocable and shall remain in force and effect for a period of three (3) months commencing from ____ (inclusive) (being the date of entry of the Employer's foreign workers into Sarawak) and expiring on ____ (inclusive) (hereinafter called the "Validity Period").
6. The liability of the Guarantor to make any payment hereunder shall arise upon receipt of a demand from the Government to make such payment. Any demand from the Government shall be submitted in writing not later than thirty (30) days (hereinafter called the "Claims Period") after the expiry of the Validity Period failing which the Guarantor's liability under this Guarantee shall be completely discharged and this Guarantee shall thereafter become null and void notwithstanding the original of this Guarantee has not been returned to the Guarantor for cancellation.
7. This Guarantee shall be construed in accordance with the laws of Malaysia, and the Malaysian Courts shall have exclusive jurisdiction to try any matter relating to this Guarantee.

(The remainder of this page has been intentionally left blank)

IN WITNESS WHEREOF the Guarantor has hereunto set their hands the day and year first above written.

Signed for and on behalf of the said)
Guarantor in the presence of)
)
.....)
(Witness)

Name:

Designation:

Name:.....

Designation:

BANK GUARANTEE AMOUNT

Number of Employees	AMOUNT
1 pax – 10 pax	RM 3,000
11 pax – 20 pax	RM 6,000
21 pax – 30 pax	RM 9,000
31 pax – 40 pax	RM12,000
41 pax – 50 pax	RM15,000
51 pax – 60 pax	RM18,000
61 pax – 70 pax	RM21,000
71 pax – 80 pax	RM24,000
81 pax – 90 pax	RM27,000
91 pax – 100 pax	RM30,000
101 pax & above	RM35,000