

Najib's minutes to Zahid on visa contract not an order - UKSB director

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The Shah Alam High Court was today told that the minutes of former prime minister Najib Abdul Razak to Ahmad Zahid Hamidi for the contract of Ultra Kirana Sdn Bhd (UKSB) to be extended as the sole operator of the Foreign Visa System (VLN) to Malaysia in China was not an order.

UKSB director Fadzil Ahmad said even though Najib was the prime minister and head of the cabinet then, the power to approve VLN contract was under the Home Ministry.

“For me, the source and jurisdiction of authority (to extend contract) of all my applications began only with the Home Ministry, it did not start at the PM’s office, so to me, the PM can merely assist to expedite, not to give an order,” he said when re-examined by deputy public prosecutor Zander Lim Wai Keong at the trial of Zahid's case on 40 charges of corruption.

Asked by Lim who would be approving the contract extension, Fadzil replied:
The final decision is the home minister (Zahid).

Earlier, two prosecution witnesses, former home deputy secretary-general (Policy and Control) Suriani Ahmad and former principal assistant secretary at the Home Ministry's Immigration Affairs Division Azman Azra Abdul Rahman @ Md Salleh told the court that Najib had asked Zahid to extend the contract of UKSB as the sole operator of the VLN system to Malaysia in China.

The minutes by Najib to Zahid were written in three letters sent by UKSB to the former prime minister between May 23, 2013, and Oct 27, 2015, to obtain support after finding competition from other companies interested in handling the one-stop-centre (OSC) in China and several other countries.

Contract extension 'natural' move

Meanwhile, during a re-examination by counsel Hamidi Mohd Nor, the 14th witness agreed that the earlier extension of the contract was something natural.

Hamidi: There was no need for UKSB to expedite or receive its extension as you can extend not less than six months before its expiry. Secondly, it's natural to extend. It is not something new that needed incentive or motivation to extend the

contract. There is nothing peculiar about it. It's natural the contract needs to be extended, right?"

Fadzil: It depends on why it needs to be extended. I felt it was not automatically extended.

The witness agreed with the suggestion of the lawyer that based on Clause 2.2.1, the agreement to supply the integrated VLN system was signed before the company can apply for a contract extension not less than six months before the agreement expires.

Fadzil also agreed with the lawyer that it was not an offence if the extension contract was made two or three years earlier before it expires.

Earlier, the sixth witness, Alwi Ibrahim who was the former Home secretary-general told the court that he was not satisfied with the decision of Zahid to extend the contract of UKSB to implement the VLN system too earlier when the expiry period was still far away.

Zahid, 69, is facing 33 charges of receiving bribes amounting to SG\$13.56 million from UKSB for himself as home minister to extend the contract of the company as the operator of OSC service in China and the supply VLN system as well as to

maintain the contract agreement to supply the VLN integrated system to the same company by the Home Ministry.

For another seven counts, he was charged with obtaining for himself SG\$1,150,000, RM3 million, EURO15,000 and US\$15,000 from the same company which has official links with his official duty.

He was charged with committing all the offences at Seri Satria, Presint 16, Putrajaya and Country Heights Kajang between October 2014 and March 2018.

The trial before Judge Mohd Yazid Mustafa continues tomorrow.

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