

DATED 25 February 2021



SUPPLEMENTAL AGREEMENT

BETWEEN

MALAYSIA PRODUCTIVITY CORPORATION

AND

YNY TECHNOLOGY SDN. BHD.

ON

**THE IMPLEMENTATION OF INDUSTRY4WRD READINESS ASSESSMENT
PROGRAM**

THIS SUPPLEMENTAL AGREEMENT is made on 25 February 2021

BETWEEN

MALAYSIA PRODUCTIVITY CORPORATION a statutory body established under the Malaysia Productivity Corporation (Incorporated) Act 1966, whose registered address is at Lorong Produktiviti, Off Jalan Sultan, 46200 Petaling Jaya, Selangor Darul Ehsan (hereinafter referred to as "**MPC**") of the first part.

AND

YNY TECHNOLOGY SDN. BHD. (Registration No. 478868-P) a company incorporated under the Companies Act 2016 and having its principal office at No. 43, Jalan Kota Raja F27/F, Hicom Town Centre, Seksyen 27, 40400 Shah Alam, Selangor (hereinafter referred to as "**CONSULTANT**") of the other part;

(MPC and CONSULTANT are hereinafter collectively referred to as "**Parties**" and "**Party**" refers to any one of them, as the context may require)

WHEREAS:

- A. By an agreement dated 8 December 2020 (hereinafter referred to as "**the Principal Agreement**") entered into between MPC and YNY TECHNOLOGY SDN. BHD., MPC agreed to appoint YNY TECHNOLOGY SDN. BHD. as an assessment body for the implementation of Readiness Assessment Program (RA) of Industry4WRD 2020 to the Small and Medium Enterprises ("SMEs") (as defined in the Principal Agreement) subject to the terms and conditions of the Principal Agreement.
- B. Pursuant to MPC's request to extend the agreement period for the Assessing Bodies (AB), the Ministry of Finance (MoF) has agreed to extend the Contract Period of the AB for an additional 12 months; from 1st January 2021 to 31st December 2021. (refer to attachment in Appendix E)
- C. In this regard, the Parties hereto have now agreed to vary the terms and conditions of the Principal Agreement upon the terms and conditions appearing in this Supplemental Agreement (hereinafter referred to as the "**Supplemental Agreement**").

NOW, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. INTERPRETATIONS

- 1.1 Save herein and subject to the foregoing provisions and amendment made therein, all the provisions of the Principal Agreement shall remain in full force, enforceable and effect between the Parties and this Supplemental Agreement shall be a supplemental to and be read and construed as an integral part of the Principal Agreement.
- 1.2 Except where the context herein requires otherwise, the words and expressions as defined in the Principal Agreement and rules of interpretation set out therein shall bear the same meaning and effect when used in this Supplemental Agreement.
- 1.3 In the event of any inconsistency, contradiction or conflict between this Supplemental Agreement and the Principal Agreement, the provisions of this Supplemental Agreement shall prevail to the extent of such inconsistency, contradiction or conflict.
- 1.4 The Principal Agreement and this Supplemental Agreement constitute the entire agreement and understanding of the Parties made thereto with respect to the subject matter hereof and supersede all prior agreements, understandings, inducements, representations or arrangements between the Parties, whether express or implied, oral or in writing.
- 1.5 The Parties hereby executing this Supplemental Agreement shall be without prejudice to whatever rights and remedies of the Parties might have acquired under the Principal Agreement and nothing herein shall be construed as to mean a waiver by the Parties of any such rights or remedies.

2. EFFECTIVE DATE

This Supplemental Agreement shall be deemed to have come into force on the signing date of this Supplemental Agreement.

3. AMENDMENT OF COVER PAGE

The covering page of the Principal Agreement is amended by substituting for the description on Agreement Period with the following description:

"AGREEMENT PERIOD : Date of Appointment Letter 1st September 2020 until 31st December 2021"

4. AMENDMENT OF CLAUSE 3

The Principal Agreement is amended by substituting for Clause 3 the following Clause:

3. CONTRACT PERIOD

For the purposes of this Agreement, the commencement date for the provision of the Services shall be on 1 September 2020 (the "Commencement Date") and shall continue for a period of sixteen (16) months until 31 December 2021 or any mutually agreed extension thereof (hereinafter referred to as the "Contract Period").

5. AMENDMENT OF APPENDICES

The Principal Agreement is amended –

- (a) by inserting additional information on "APPENDIX B" which is appended herewith and marked as Annexure 1 of this Supplemental Agreement;
- (b) by adding an additional Supporting Document from MoF on "APPENDIX E" which is appended herewith and marked as Annexure 2 of this Supplemental Agreement;

[END OF CLAUSES]

IN WITNESS WHEREOF the Parties have executed this Supplemental Agreement by their respective duly authorised representatives as follows on the date first written above:

SIGNED BY

For and on behalf of

MALAYSIA PRODUCTIVITY CORPORATION

)
)
)
)
) DATO' ABDUL LATIF HJ. ABU SEMAN
) DIRECTOR GENERAL
) MALAYSIA PRODUCTIVITY
) CORPORATION

in the presence of :

)
)
)
)
) SALIZA SAARI
) DIRECTOR
) MALAYSIA PRODUCTIVITY
) CORPORATION

SIGNED BY

For and on behalf of

YNY TECHNOLOGY SDN BHD
(Registration No: 478868-P)

)
)
)
)
) YONG CHUN JIA
) 880426-43-5377
) YNY TECHNOLOGY SDN BHD

in the presence of :

)
)
)
)
) Tam Lee Sia
) 781109-04-5232
) YNY TECHNOLOGY SDN BHD

ANNEXURE 1

APPENDIX B

(to be taken, read and construed as an integral part of this Agreement)

DELIVERABLES

BII	Item
1.	The Industry4WRD Readiness Assessment to the assigned SMEs for each batch and zone shall be conducted by CONSULTANT based on MPC's assignment from time to time.
2.	The Industry4WRD Readiness Assessment reports of the assigned SMEs for each batch and zone shall be delivered by CONSULTANT to MPC in accordance with MPC's assignment from time to time.
3.	Assessment RA needs to be completed by end of June 2021.

ANNEXURE 1

APPENDIX B

(to be taken, read and construed as an integral part of this Agreement)

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ANNEXURE 2

APPENDIX E

(to be taken, read and construed as an integral part of this Agreement)

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KEMENTERIAN KEWANGAN MALAYSIA
MINISTRY OF FINANCE
KOMPLEKS KEMENTERIAN KEWANGAN
NO. 6, PERSIARAN PERDANA, PRESINT 2
PUSAT PENTABIRAN KERAJAAN PERSEKUTUAN
62592 PUTRAJAYA

To: 03-8000 8003
Faks: 03-8882 3893
03 8882 3804
Web: www.treasury.gov.my

SULIT

YBhg. Dato' Lee Guan Hui
Ketua Setiausaha
Kementerian Perdagangan Antarabangsa dan Industri
Aran 28, Menara MITI
No. 7, Jalan Sultan Haji Ahmad Shah
50480 KUALA LUMPUR

Ruj. Tuan: MPC(PCT)100.2/1
Ruj. Kers: MOF-BPK 15/400-15/B/19 (26)
Tarikh: 18 Disember 2020

No. Faks: 03 - 6211 0536

YBhg. Dato',

PELANJUTAN TEMPON BAGI PELANTIKAN BADAN PENILAIAN UNTUK TINJAUAN KESEDIAAN INDUSTRI (WRD) (RA)

Dengan hormatnya saya arah mengikut kepada Perbadanan Perbadanan Produk-produk Malaysia (MPC), Kementerian Perdagangan Antarabangsa dan Industri (MITI) yang diterima melalui surat Bilateral Government Management Application (B-GMA) pada 1 Disember 2020 mengenai perkara di atas. Maklumat ini telah diterima daripada MPC melalui e-mel bertarikh 14 Disember 2020 dan 15 Disember 2020 adalah berikut:

2. Dimaklumkan bahawa Kementerian Kewangan Malaysia (MoF) telah meneliti permohonan untuk melanjutkan tempoh kontrak selama satu (1) tahun lagi untuk (6) Badan Penilaian (RA) Untuk Tinjauan Kesiapan Industri (WRD) (RA) dan semakan mendapati seperti berikut:

- MPC menggunakan budi peruncutan Belanja Pembangunan (DE) bagi tahun 2019 dan tahun 2020 yang masih belum dibelanjakan bagi membayar kos perkhidmatan di atas. Oleh yang demikian, MPC tidak mematuhi Arahan Perbadanan (AP) 6.1/2 yang menetapkan bahawa apa-apa wang yang telah dibelanjakan haruslah melalui prosedur yang harus hendaklah diserahkan balik kepada Kementerian Kewangan sekiranya tidak dibelanjakan bagi maksud tersebut dalam tempoh yang dibenarkan baginya;
- MPC gagal mematuhi syarikat MIMOS Berhad (MIMOS) mengemukakan semua Surat Semula Terima (SST) yang telah diundurkan bulat mengikut tempoh yang telah ditetapkan dalam SST lalu selama 30 hari;
- MPC tidak mematuhi Pelatiff Perbendaharaan (PP)/PK4.2/Perenggan 6.1/Jadual 2 yang menetapkan bahawa kontrak formal hendaklah ditandatangani dalam tempoh empat (4) daripada tarikh SST dikehendaki bagi perolehan termuka; dan

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SULIT

MOF.BPK (S)400-15/8/19 (26)

16 December 2020

SUJUT

- d) MPC tidak membolehkan perubahan tempoh pelaksanaan bagi setiap syarikat AS berkuatkuasa dengan surat kelulusan MoF bertarikh 6 April 2020 dengan tempoh pelaksanaan dalam SST yang diperuntukkan kepada syarikat AS.

3. Selubungan ini, MPC diberikan jaminan ke atas kecukupan kewangan yang disenaraikan di perenggan 2 (a) hingga (d) di atas. Walau bagaimanapun, bagi memastikan perkhidmatan sedia ada tidak terputus, MoF bersetuju melakukan pemindahan MPC untuk melanjutkan tempoh kontrak selama satu (1) tahun mulai 1 Januari 2021 sehingga 31 Disember 2021 bagi enam (6) Badan Penerima (AB) Untuk Timbangan Kenderaan Industri4WRD (RA) dengan syarikat yang disenaraikan pada lampiran melangkaui uruturang pertambahan hos kepada nilai kontrak sedia ada seperti perincian di Jadual 1 berikut:

Jadual 1

NO	Nama Syarikat	Nilai Kontrak (RM)
i.	SIRIM Berhad (SIRIM)	
ii.	HMOS Berhad (HMOS)	
iii.	Malaysia Automated Robotics and Intelligence (MARi)	
iv.	TUV SUD (Malaysia) Sdn. Bhd. (TSM50)	
v.	YNY Technology Sdn. Bhd. (YTS)	
vi.	Respect Business and Automation Technology Solutions Sdn. Bhd. (RBATSSB)	

4. Keputusan ini adalah terutuh kepada syarat-syarat berikut:

- a) ~~Keputusan~~ telah dilakukan dan mencukupi bagi perolehan ini;
- b) Semua peraturan dan tatacara berkaitan yang bertukar kuasa hendaklah dipatuhi sepenuhnya;
- c) MPC hendaklah menunjukkan dan berikan Lambaian dengan semua syarikat AS yang disenaraikan pada lampiran memastikan kepentingan Kerajaan terpeliharai; dan
- d) MPC hendaklah memastikan untuk memastikan semua syarikat AS yang disenaraikan pada lampiran melangkaui kontrak dan memenuhi spesifikasi perkhidmatan yang diperlukan.

5. Bagi mengatasi sebarang isu bayaran kepada syarikat yang disenaraikan, MoF juga bersetuju supaya MPC dibenarkan pengecualian khas untuk melanjutkan tempoh menandatangani dokumen kontrak melebihi empat (4) bulan daripada tarikh SST diperuntukkan bagi perolehan di atas sehingga 31 Disember 2020 untuk syarikat MARi, syarikat TSM50 dan syarikat RBATSSB. Keputusan ini adalah terutuh kepada syarat-syarat berikut:

- a) MPC hendaklah memastikan pengecualian ini tidak akan menjejaskan perkhidmatan yang akan diberikan;

MOF.BK (5)000-15/8/19 (26)

18 Desember 2020

SULIT

- b) MPC hendaklah mewujudkan mekanisme pemantauan perolehan yang efisien untuk mengelakkan berlakunya kebajikan dalam menandatangani kontrak formal pada masa akan datang; dan
- c) MPC hendaklah memastikan semua urusan berkaitan perolehan Kerajaan dilaksanakan berdasarkan asas-tadbir urus baik (*good governance practices*) dengan mematuhi prinsip-prinsip perolehan bagi memperoleh nilai faedah yang terbaik kepada Kerajaan.

6. Ketetapan ini diberikan untuk perolehan ini sahaja dan tidak boleh dijadikan prosedur bagi perolehan lain selanjutnya di masa hadapan.

7. Memandangkan perkhidmatan syarikat AB adalah perolehan dalam usaha Kerajaan mencapai Industri 4.0 dan bagi mengelakkan permohonan diisytiharkan terus yang berulang-ulang untuk pertimbangan MoF, MPC dikehendaki menyedikitkan *Standard Operating Procedures* (SOP) bagi perolehan di atas dan mengemukakan sebuah SOP tersebut melalui perutusan Pegawai Pengawal MITI untuk dimuktamadkan di peringkat MoF.

8. Bagi tujuan penambahbaikan proses perolehan, MoF akan mengadakan supaya Bahagian Audit Dalam MITI melaksanakan audit terhadap permohonan perolehan di atas dan mengemukakan satu (1) laporan lengkap kepada MoF untuk rujukan rekod.

Selhar, terima kasih.

"BERKHIDMAT UNTUK NEGARA"

Saya yang menjalinkan arahan,

(DATO' ZAHURI BIN ABDUL AZIZ)

Bahagian Pengawal MITI
Ministry of Finance
Kementerian Kewangan Malaysia

sk:

YBhg. Dato' Aidi Larai @ Ali Saman
Ketua Pengarah
Perkhidmatan Perolehan Malaysia
Pusat Perkhidmatan
46904 Putrajaya
SELANGOR DARUL EHSAN

YBhg. Dato' Saiful Azhar bin Lohat Siman
Ketua Pengarah
Unit Perancang Ekonomi
Jabatan Perdana Menteri
Secara Perdana
Kompleks Setia Perdana
Pusat Perkhidmatan Kerajaan Persekutuan
62502 PUTRAJAYA

Dato' SPMK

No. Faksa: 03-7758 1497

No. Faksa: 03-8988 3755

