

DATED 22ND FEBRUARY 2021



SUPPLEMENTAL AGREEMENT

BETWEEN

MALAYSIA PRODUCTIVITY CORPORATION

AND

TUV SUD MALAYSIA SDN BHD

ON

**THE IMPLEMENTATION OF INDUSTRY4WRD READINESS ASSESSMENT
PROGRAM**



THIS SUPPLEMENTAL AGREEMENT is made on 22nd 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

TUV SUD MALAYSIA SDN. BHD. (Registration No. 631091-T) a company incorporated under the Companies Act 2016 and having its principal office at No. 18, Jalan Astaka U8/82, Bukit Jelutong, 40150 Shah Alam, Selangor Darul Ehsan (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 12 December 2019 (hereinafter referred to as "the Principal Agreement") entered into between MPC and TUV SUD MALAYSIA SDN BHD, MPC agreed to appoint TUV SUD MALAYSIA 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

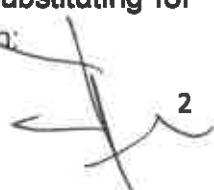
- 1.1 Save herein and subject to the foregoing provisions and amendment made therein, all the provisions of the Principal Agreement shall remain in full force, enforceable and effect between the Parties and this Supplemental Agreement shall be a supplemental to and be read and construed as an integral 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:



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**"AGREEMENT PERIOD : Date of Appointment Letter 1st April 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 April 2020 (the "Commencement Date") and shall continue for a period of twenty one (21) 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]

A handwritten signature in black ink, appearing to be a stylized 'S' or a similar character.

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

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)
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)
)

) 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

RESPECT Business and Advanced Technology

Solutions Sdn. Bhd

(Registration No. 63109091-T)

)
)
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)
)
)
)
)

) Chia Jen Wen
) General Manager
) TUV SUD MALAYSIA SDN BHD

in the presence of :

)
)
)
)
)

) HANIF BIN HAZIM
) OPERATIONAL CLERK
) TUV SUD MALAYSIA SDN BHD

ANNEXURE 1

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

DELIVERABLES

Bil	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.



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

21-12-2020 10:40AM JAT

2020-0001-0003



KEBENTERIAN KEWANGAN MALAYSIA
MINISTRY OF FINANCE
KOMPLEKS KEMENTERIAN KEWANGAN
NO. 5, PERSEJARAH PERDANA, PRESINT 2
PUSAT PENTADBIRAN KERAJAAN PERSEKUTUAN
62602 PUTRAJAYA

Tel : 03-9000 8000
Fax : 03-9842 3803
03 9842 3804
Web : www.mca.gov.my

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Perfahli W-SF
file checked
18 Dec 2020
for filing in file

Ref. Tahn : MPC/PCT/100.2/1
Ref. Kode : MOF/EPK (S)600-15/6/19 (26)
Tarikh : 18 December 2020

YBhg. Dato' Lohman Haji Ali
Ketua Setiausaha
Kementerian Perdagangan Antarabangsa dan Industri
Ara 28, Menara MITI
No. 7, Jalan Sultan Haji Ahmad Shah
50100 KUALA LUMPUR

YBhg. Dato',

**PELANJUTAN TEMPOMAT BAGI PELANTIKAN BADAN PENILAIAN UNTUK
TINJAUAN KESEDIAAN INDUSTRY4WRD (RA)**

No. Faks: 03 - 6211 0536

Dengan hormatnya saya diarah mengikuti kerajaan Perbadanan Produkhir Malaysia (MPC), Kementerian Perdagangan Antarabangsa dan Industri (MITI) yang diterima melalui sistem Electronic Government (EGOV) pada 1 Desember 2020 mengenai perkara di atas. Maklumat ini berasal daripada MPC melalui e-mel bertarikh 14 Desember 2020 dan 15 Desember 2020.

2. Dimaklumkan bahawa Kementerian Kewangan Malaysia (MoF) telah menetui permoisirian 100% untuk melanjutkan tempoh kontrak selama satu (1) tahun bagi enam (6) Badan Penilaian Perkiraan Tinjauan Kesediaan Industry4WRD (RA) dan sepanjang mendekati seperti berikut:

- (a) MPC menggunakan baki peruntukan Rantaian Pembangunan (DE) bagi tahun 2019 dan tahun 2020 yang masih belum dibentangkan bagi membolehkan keti pelantikan RA selama di sum. 1200 yang dimiliki, MPC tidak memuatkan Arahan Perintah Menteri (APM) yang mencapai bahawa sebarang wang yang telah dibentangkan bagi RA bukan maluad yang khusus hendaklah diberikan hasil kepada Kewajipan Wang Dikembangkan sedangkan tidak dibentangkan bagi maluad tersebut dalam tempoh yang dibentangkan baginya;
- (b) MPC tidak memasukkan syarikat MEMOS Berhad (MEMOS) mengikutnya sehubungan Surat Setuju Terima (SST) yang telah diundangkan beras mengikuti tempoh yang telah ditetapkan dalam SST iaitu selama 30 hari;
- (c) MPC tidak memuatkan Petak Tinggi Perbendukuran (PT) /TK4.2/Perenggan 6.1/Jadual 2 yang menetapkan bahawa kontrak formal hendaklah ditandatangani dalam tempoh empat (4) daripada tarikh SST ditetapkan bagi perolehan bermaklum;

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18 December 2020

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d) MPC tidak memaklumkan perubahan tempoh pembayaran bagi sejagat syarikat AB berbeza dengan surat kelulusan MoF bertarikh 6 April 2020 dengan tempoh pembayaran dalam SST yang diaturkan kepada syarikat AB.

3. Schubungan ke4, MPC dibentuk sejajar ke atas ketidakpastian seperi yang disentralkan di paragraf 2 (a) hingga (d) di atas. Walaupun bukan per, bagi memudahkan perhitungan sedia ada tidak terputus, Mof beratih mehduka penentuan MPC untuk melanjukkan tempoh kontrak sejauh satu (1) tahun mulai 1 Januari 2021 sehingga 31 Disember 2021 bagi emur (6) Badan Perilalan (AB) Untuk Tajaan Kemandian Industri (WRI) (RA) dengan syaratnya yang diberi pada tungku melihatkan sebarang pertambahan kos kepada rihai kontrak sedia ada seperti perihalan di Jadiay 1 berikut:

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Kelulusan ini adalah terbatas kepada syarat-syarat berikut:

- a) Penitulian telah dilakukan dengan mencukupi bagi perolehan hi;
- b) Semua peraturan dan tatacara kerja ini yang berkait kuasa hendaklah diperlakukan;
- c) SMC berhak menunda dan perjanjian tambahan dengan semua syarikat AS yang dikenal pasti b. mengenai kerjaya kerjaan terpelihara dan
- d) SMC berhak menunda untuk memastikan semua syarikat AS yang dikenal pasti b. menulis dengan kontak dan memenuhi spesifikasi perkhidmatan yang ditentukan.

S. Bayar mengerjakan sebarang tisu bayaran kepada syarikat yang diambil, Mof juga bersempena dengan MPC akan pengetahuan Mof untuk mendekatkan tempoh menandatangani dokumen kontrak sebelum empat (4) bulan diambil untuk SST dihubungkan bagi perolehan di atas sehingga 31 Disember 2020 untuk syarikat MARI, syarikat TSMSE dan syarikat BEATSS. Ketujuhan ini adalah untuk mengelakkan permasalahan berikut:

a) MPC berdasarkan memastikan pengembangan ini tidak akan menjadikan perihal ekonomi yang akan dibersihkan;



MOS.EPK (5)400-15/8/19 (26)

19 Disember 2020

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- b) MPC hendaklah memajukan mekanisme penilaian perolehan yang efektif untuk mengelakkan berlakunya kekerasan dalam setundung garis kontak formal pada masa akan datang; dan
- c) MPC hendaklah memajukan sebab uras berlaku perolehan Kerajaan dilaksanakan berdasarkan asas aman tadbir urus baik (good governance practices) dengan mematuhi prinsip-prinsip perolehan bagi memperoleh nilai faedah yang terbaik kepada Kerajaan.

6. Kebijutan ini diberikan untuk perolehan kali sejua dan tidak boleh dijadikan precedent bagi perolehan kali seumpamanya di masa hadapan.

7. Memandangkan perihalnya syarikat AB adalah sebahagian dalam urus Kerajaan mencapai Industri 4.0 dan bagi mengelakkan pemohonan dengan terus yang berulang-ulang untuk perolehan dengan MoF, MPC dikehendaki menyediakan Standard Operating Procedure (SOP) bagi perolehan di sini dan mengumumkan salin SOP tersebut selepas perakuan Pengaral Pengaral MITI untuk diberitamakam di dalam surat MoF.

8. Bagi tujuan penambahbaikan proses perolehan, kerajaan akan mengadakan sistem supaya Bahagian Audit Dalam MITI melakukan audit sejua segerahnya secara berkala dan mengumumkan satu (1) laporan lengkap kerajaan MoF untuk bukti rekor.

Setian, terima kasih.

"BERKHIDMAT UNTUK NEGARA"

Saya yang merakamkan arahan,

(DATO' ZAHZURA BIN ABDUL AZIZ)

Bahagian Pengaral Pengaral
MoF, Kerajaan Persekutuan
Kuala Lumpur, Malaysia

ST:
YBhg. Dato' Zahzura Bin Abdul Aziz
Ketua Pengaral
Unit Perancang Durenvi
Jabatan Perdana Menteri
Setia Perdana 6
Kompleks Setia Perdana
Pusat Perancangan Kerajaan Persekutuan
62502 PUTRAJAYA

No. Telefon: 03-7736 1697

YBhg. Datuk Seblak Azam bin Lebai Mattoo
Ketua Pengaral
Unit Perancang Durenvi
Jabatan Perdana Menteri
Setia Perdana 6
Kompleks Setia Perdana
Pusat Perancangan Kerajaan Persekutuan
62502 PUTRAJAYA

No. Telefon: 03-8888 3733

Dato' SIR

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