

DATED

2021



SUPPLEMENTAL AGREEMENT

BETWEEN

MALAYSIA PRODUCTIVITY CORPORATION

AND

RESPECT BUSINESS AND ADVANCED TECHNOLOGY SOLUTIONS SDN. BHD.

ON

**THE IMPLEMENTATION OF INDUSTRY4WRD READINESS ASSESSMENT
PROGRAM**

THIS SUPPLEMENTAL AGREEMENT is made on 1 MARCH



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

RESPECT Business and Advanced Technology Solutions Sdn. Bhd. (Registration No. (1199224-H) a company incorporated under the Companies Act 2016 and having its principal office at 9-3, Infinity Tower, 47301 Kelana Jaya, 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 1 June 2020 (hereinafter referred to as "the Principal Agreement") entered into between MPC and RESPECT Business and Advanced Technology Solutions Sdn. Bhd, MPC agreed to appoint RESPECT Business and Advanced Technology Solutions 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 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]

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 H.J. 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. 1199224-H))
) DR HALIM SHAH DATO HAMZAH
) MANAGING DIRECTOR
) RESPECT Business and Advanced
 Technology Solutions Sdn Bhd

ANNEXURE 1

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

DELIVERABLES

Bit	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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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.
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ANNEXURE 2

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

23.12.2020.19.4648.783

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KEMENTERIAN KEWANGAN MALAYSIA
MINISTRY OF FINANCE
KOMPLEKS KEMENTERIAN KEWANGAN
NO. 5, PERSIARAN PERDANA, FREENT 2,
PUSAT PENTADBIRAN KERUJUAN PERSEKUTUAN
62600 PUTRAJAYA

Tel: 03-9000 8000
Fax: 03-9562 1893
03-9567 1894
Web: www.treasury.gov.my

SAHAT

YBhg. Dato' Lokman Hakim Ali
Kenia Selangor
Kementerian Perdagangan Antarabangsa dan Industri
Azi 28, Menara MITI
No. 7, Jalan Sultan Haji Ahmad Shah
50480 KUALA LUMPUR

YBhg. Dato'

Re: Tujuan: MPC/PCT/100/2/
Ref. Kurs: M09. BPK/15/600-15/8/ 19.26.
Tarikh: 18 December 2020

No. Faks: 03 - 6211 0536

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

Dengan hormatnya saya diizah mengakui kepada pertimbangan Perbadanan Produktiviti Malaysia (MPC), Kementerian Perdagangan Antarabangsa dan Industri (MITI) yang diterima melalui sistem Electronic Government Document Application (eGDA) pada 1 Disember 2020 mengenai perkara diatas. Maka maklumat berikut diatas berdasarkan pada 2°C melaini ia sel beratid 14 Disember 2020 dan 15 Disember 2020 adalah

2. Demaklumat diatas, Kementerian Kewangan Malaysia (MoF) telah memohon persetujuan MPC untuk menambah tempoh kontrak relata sah 11 tahun bagi enam (6) Badan Penilaian (RA) Untuk Tinjauan Keadaan Industry4WRD (RA) dan semakai mendakwah seperti berikut:

- (a) MPC mengalih-alihkan bahru peruntukan Belanja Pembangunan (BL) bagi tahun 2019 dan tahun 2020 yang masih belum dilaksanakan bagi membayarkan pelanjutan kontrak di atas. Oleh yang demikian, MPC tidak memenuhi Arahan Perbendaharaan (AP) 67(4) yang menetapkan tukarwala kepada wang yang tidak semakai dan bukannya maklumat yang khusus hendaklah diberikan bagi kepada Komuniti Wang Dikutukar walaupun tidak dilengkapi bagi maklumat tersebut dalam tempoh yang dibenarkan baginya;
- (b) MPC juga mematikan syarat MIMOS Berhad (MIMOS) menguruskan temula Surat Setuju Kerma (SST) yang telah diundang dengan bila mengikuti tempoh yang telah disetapkan dalam SST iaitu selama 30 hari;
- (c) MPC tidak mematuhi Pettinggi Perbadanan (PP) /TK4.27/Perenggan 6.1/Jadual 2 yang menetapkan bahawa kontrak formal hendaklah ditandatangani dalam tempoh empat (4) dan pada surat SST diketukar bagi perolehan bermula, dan

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SULUT

5) MPC tidak memahami peraturan tempoh pelaksanaan bagi setiap syarikat AB berdasarkan surat kelulusan MoF tertulis 6 April 2020 dengan tempoh pelaksanaan dalam SST yang dikeluarkan kepada syarikat AB.

1. Sehubungan itu, MPC diberikan teguran ke atas keidaktaiduhan seperti yang disenaraikan di perenggan 2 (a) hingga (d) di atas. Walau bagaimanapun, bagi memudahkan perkhidmatan jadi sia tidak terputus, MoF bersetuju melaksanakan perintahannya MPC untuk melanjutkan tempoh kontrak selama satu (1) tahun mulai 1 Januari 2021 sehingga 31 Disember 2021 bagi enam (6) Badan Perilaku (AB) iaitu: Tajaan Keduduan Industri EWRD (RA) dengan syarikat yang dikenal pasti tanpa melibatkan sebarang pertambahan kos kepada nilai kontrak sedia ada seperti perincian di Jadual 1 berikut:

Jadual 1

No.	Nama Syarikat	No. Kode AB
1.	SIRIM Berhad (SIRIM)	
2.	MIMOS Berhad (MIMOS)	
3.	Malaysia Automotive Robotics and Manufacturing Institute (MARINI)	
4.	TUV SUD (Malaysia) Sdn. Bhd. (TSMB)	
5.	TNY Technology Sdn. Bhd. (NTS)	
6.	Respect Business and Advanced Technologies Sdn. Bhd. (RBATSSB)	

4. Kelulusan ini adalah sertifikasi kepada syarat-syarat berikut:

- peraturan sejoh dilaksanakan dan mencakupi bagi perolehan ini;
- semua operatuan dan tatacara kerja yang berkait kuasa hendaklah dipatuhi sepenuhnya;
- MPC hendaklah memuadkan peralihan lambahan dengan semua syarikat AB yang dikenal pasti bagi memastikan keberlangsungan kerjaan terpelajar; dan
- MPC beramanggung untuk memastikan semua syarikat AB yang dikenal pasti mematuhi "cetakan" kontrak dan memenuhi spesifikasi perkhidmatan yang ditentu.

5. Bagi mengelakkan sebarang ita bayaran kepada syarikat yang dilanik, MoF juga bersetuju supaya MPC diberikan pengecualian khas untuk melanjutkan tempoh perkhidmatan dengan dokumen kontrak melebihi empat (4) bulan daripada tarikh SST dikeluarkan bagi perolehan di atas sehingga 31 Disember 2020 untuk syarikat MARINI, syarikat TSMB dan syarikat RBATSSB. Kelulusan ini adalah sertifikasi kepada syarat-syarat berikut:

- MPC hendaklah memastikan pengecualian ini tidak akan menjelaskan perkhidmatan yang akan dilantik.

SULIT

b) MPC hendaklah memudahkan mekanisme penilaianan perolehan yang efisien untuk mengelakkan berlakunya selawatan dalam menuduhcangani kontak formal pada masa akan datang; dan

c) MPC hendaklah memastikan semua urusan berkaitan perolehan kerajaan dilaksanakan berdasarkan amalan Lebih Baik (good governance practices) dengan mematuhi prinsip-prinsip perolehan yang memberi perlakuan adil kepada semua.

6. Kekeliruan ini diberikan untuk perolehan ini sahaja dan tidak boleh dijadikan perendah bagi perolehan lain seumpamanya di masa hadapan.

7. Memerlukan perkhidmatan syarikat AB adalah kerana ia dalam usaha Konsen mencapai Industri 4.0 dan bagi mengelakkan permolesan (corruption) terus yang berlaku diantara pertimbangan Mok. MPC diberhendaki menyediakan Standard Operating Procedure (SOP) bagi perolehan di atas dan rangkaian salinan SOP tersebut melalui perakuan Program Pengawal MITI untuk dimuktamadkan di seluruh Mok.

8. Bagi tujuan penanabolikasi proses perolehan, Mok juga mencadangkan wajaya dilakukan Audit Dalam MITI melaksanakan audit secara berkala dan mengemukakan satu (1) laporan lengkap kepada Mok tanpa dipungut reka.

Sekarang, terima kasih.

"BERKHIDMAT UNTUK NEGARA"

Saya yang menuliskan amanah,



No. Telefon: 03-9050 1497

YBhg. Datuk Saiful Anuar bin Lebar Hossen
Ketua Pengarah
Unit Perancang Konsen
Jabatan Perdaun Muzium
Setia Perdana 6
Kompleks Setia Perdana
Pusat Penadbiran Kerajaan Persekutuan
62502 PUTRAJAYA

No. Telefon: 03-8888 3755

Dok. 0001344