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PART 1 – GENERAL TERMS AND CONDITIONS

This Agreement is made on the 22 day of March 2021.

BETWEEN

Perbadanan Produktiviti Malaysia (MPC), a statutory body established under the Malaysia Productivity Corporation (Incorporated) Act 1966 [Act 408], having its office at Lorong Produktiviti, Off Jalan Sultan, 46200 Petaling Jaya, Selangor Darul Ehsan (hereinafter referred to as the "**Client**") of the one part;

AND

Century Software (M) Sdn Bhd (Company No. 445590-U), a limited company incorporated in Malaysia under the Companies Act 2016 [Act 777] and having its business address at Unit B-10-06, 6th Floor, Dataran 3 Two, Jalan 19/1, 46300 Petaling Jaya, Selangor Darul Ehsan (hereinafter referred to as the "**CSM**") of the second part;

(Both the Client and CSM shall collectively be referred to as "Parties" and "Party" shall refer to any one of them).

WHEREAS

- A. By way of a Letter of Award dated **30 November 2020** (hereinafter referred to as the "**Letter of Award**") from the Client to the CSM, the Client has agreed to engage the CSM for **PEROLEHAN NAIKTARAF STANDARD ACCOUNTING SYSTEM FOR GOVERNMENT AGENCIES (SAGA) 8.2 KEPADA GOVERNMENT RESOURCE PLANNING (GRP) 9.0** (hereinafter referred to as "**Project**") as specified in this Agreement.
- B. The Parties are now desirous of entering into this Agreement to set out their entire understanding of the Project in accordance with the provisions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. COMPONENTS OF CONTRACT AND DEFINITIONS

1.1 This Agreement comprises of:

- (a) **PART 1** – General Terms and Conditions
- (b) **PART 2** – Products
- (c) **PART 3** – Services
- (d) **PART 4** – Appendices

1.2 The Appendices referred to herein together with the documents referred to and specifically incorporated by reference therein and



2. DURATION

- 2.1 Notwithstanding the date mentioned above, this Agreement shall commence for six (6) months from 1 January 2021 (“**Commencement Date**”) and shall continue to remain in force throughout the period as specified in **Appendix 2 – Project Plan** (“**Contract Period**”) unless earlier terminated in accordance with the provisions of this Agreement.
- 2.2 CSM may apply to CLIENT in writing for an extension of the Contract Period not less than one (1) month prior to the expiry of the Contract Period. CLIENT shall have the absolute discretion whether or not to consider such application. Upon CLIENT’s approval of such application, the Parties shall enter into a supplemental agreement to this Agreement to extend the Contract Period and shall be subject to the same terms, conditions and covenants contained herein except for this Clause 2.

3. CONTRACT PRICE

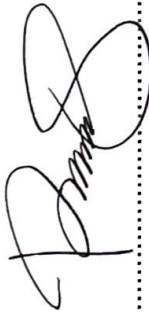
- 3.1 In consideration of CSM supplying to CLIENT the Deliverables under the terms and conditions of this Agreement, CLIENT shall pay to CSM a sum of Ringgit Malaysia Five Hundred Thirty Eight Thousand Three Hundred Seventy Four (RM538,374.00) only (“**Contract Price**”) in accordance with the manner set out in **Appendix 3 – Payment Schedule**.
- 3.2 The payment shall be paid by CLIENT within fourteen (14) working days from the date of the invoice(s) submitted by CSM.
- 3.3 CLIENT shall pay to CSM such fees as may charged in accordance with the rate as agreed by both parties for any additional work, customization or change request not within the requirements and/or scope of work as more particularly detailed in Clause 43 (Variation Orders).
- 3.4 **Disputed Invoices**
- (a) It is understood and agreed that CLIENT may query or dispute CSM’s invoices (the “Disputed Invoices”) for payments under this clause within fourteen (14) working days from the date of receipt of such invoice and CLIENT may request to CSM in writing within fourteen (14) working days to supply to CLIENT with any information required for the purposes of the query including checking the calculation of charges, work done, performance and service rendered. CSM shall reply in writing to CLIENT within fourteen (14) working days of such query and may amend the payment

IN WITNESS WHEREOF the parties hereto have executed this Agreement or caused it to be executed in their names and or their behalf by their duly authorized representatives on the date set forth.

SIGNED for and on behalf of
PERBADANAN PRODUKTIVITI MALAYSIA

.....
Name :  : DATO' ABDUL LATIF HJ. ABU SEMAN
NRIC No. : 610529 - 06 - 5073
Designation : KETUA PENGARAH

In the presence of:


.....
Name : DATIN ROSELEENA HASHIM
NRIC No. : 650318 - 03 - 5284
Designation : SETIAUSAHA PERBADANAN

SIGNED for and on behalf of
CENTURY SOFTWARE (M) SDN. BHD.
(Company No. :445590-U)



.....
Name: : ZAINUL ARIFFIN BIN HARUN
NRIC No. : 710127105837
Designation : KETUA PEGAWAI EKSEKUTIF

In the presence of:


.....
Name : SYARIF AZRUL BIN ANWAR
NRIC No : 861106436457
Designation : KETUA JUYALAN

Delivery of Documentation

- (a) CSM shall provide CLIENT the relevant Documents and technical documentation relating to the Product, including to handbooks, manuals and software, technical and troubleshooting reference manuals, network diagrams and functional drawings.
- (b) CSM shall supply the following Documents for CLIENT: -

No	List of Documents
1	Surat Setuju Terima Sign off
2	Phase 1 -Business Requirement Implementation Paper Sign off
3	Phase 2- Business Requirement Implementation Paper Sign off
4	Phase 1- User Acceptance Sign off
5	Phase 2- User Acceptance Sign off
6	Phase 1 -Live Acceptance Sign off
7	Phase 2 -Live Acceptance Sign off
8	Live Acceptance Sign off

Project Documentation

Training

CSM formulated a methodology for this Project of using mixture of “Train the Trainer” and direct end user “on the job” training. This approach provides significant benefits to the CLIENT such as:

- Skills or Knowledge transfer to CLIENT’s staff
- Ownership of the new system by CLIENT’s staff
- Training Methodology

Training Approach

CSM approach to “Train the Trainers” recognizes the following significant facts:

- The ultimate success of implementing the Product is based upon the End Users’ acceptance of the new Product, which is dramatically impacted by the quality and depth of training CSM are providing. Quality training cannot be provided to End Users if the Trainer’s knowledge and experience is limited.
- These identified Trainers facilitate and lead training into the end user population successfully.

APPENDIX 3 – PAYMENT SCHEDULE

No	Perkara	Jumlah	SST 6%	Jumlah termasuk SST 6% (RM)
1.	Fasa Pertama: Surat Setuju Terima / Purchase Order (15%)	38,797.50	2,327.85	41,125.35
2.	Fasa Kedua: Change Awareness / Business Requirement Study (30%)	77,595.00	4,655.70	82,250.70
	a. Pelaksanaan Fasa 1: Naik – taraf Sistem SAGA GRP 9.0 dan Sistem TenderWizard	38,797.50	2,327.85	41,125.35
	b. Pelaksanaan Fasa 2: Pelaksanaan Sistem Portal Aset, Sistem E-Claims, Supplier Portal dan Supplier Evaluation Portal	38,797.50	2,327.85	41,125.35
3.	Fasa Ketiga: User Acceptance Test (40%)	103,460.00	6,207.60	109,667.60
	a. Pelaksanaan Fasa 1: Naik – taraf Sistem SAGA GRP 9.0 dan Sistem TenderWizard	51,730.00	3,103.80	54,833.80
	b. Pelaksanaan Fasa 2: Pelaksanaan Sistem Portal Aset, Sistem E-Claims, Supplier Portal dan Supplier Evaluation Portal	51,730.00	3,103.80	54,833.80
4.	Fasa Keempat: Live Acceptance (15%)	38,797.50	2,327.85	41,125.35
	a. Pelaksanaan Fasa 1: Naik – taraf Sistem SAGA GRP 9.0 dan Sistem TenderWizard	19,398.75	1,163.93	20,562.67
	b. Pelaksanaan Fasa 2: Pelaksanaan Sistem Portal Aset, Sistem E-Claims, Supplier Portal dan Supplier Evaluation Portal	19,398.75	1,163.93	20,562.67
5.	Fasa Kelima: Langganan setahun selepas Go-Live	249,250.00	14,955.00	264,205.00
	JUMLAH KESELURUHAN	507,900.00	30,474.00	538,374.00