

**DATED**

**2021**



**SUPPLEMENTAL AGREEMENT**

**BETWEEN**

**MALAYSIA PRODUCTIVITY CORPORATION**

**AND**

**SIRIM BERHAD**

**ON**

**THE IMPLEMENTATION OF INDUSTRY4WRD READINESS ASSESSMENT  
PROGRAM**

THIS SUPPLEMENTAL AGREEMENT is made on ..... 2021

18 MAR 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

**SIRIM BERHAD** (Company No. 199501038272 (367474-V)) a company incorporated under the Companies Act 2016 and having its principal office at No.1, Persiaran Dato' Menteri, Section 2, 40700 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 1 December 2020 (hereinafter referred to as "the Principal Agreement") entered into between MPC and CONSULTANT, MPC agreed to appoint CONSULTANT 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").

  
1

**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 : 1<sup>st</sup> September 2020 until 31<sup>st</sup> 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;

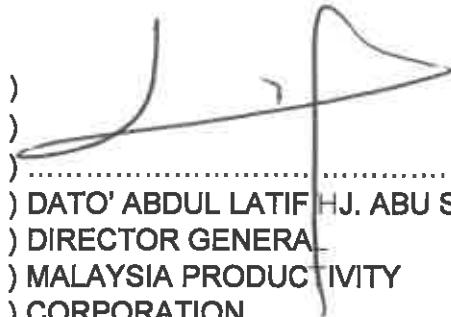
**[END OF CLAUSES]**

**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

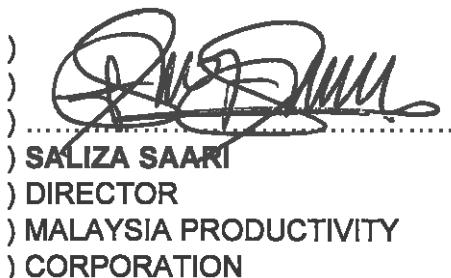
**MALAYSIA PRODUCTIVITY CORPORATION**)



)  
)  
)  
)

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

in the presence of :



)  
)  
)  
)

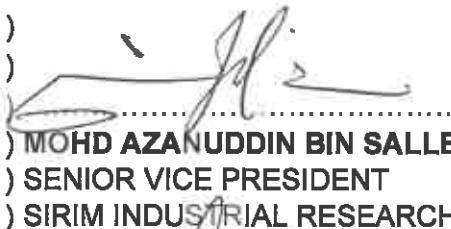
) SALIZA SAARI  
) DIRECTOR  
) MALAYSIA PRODUCTIVITY  
) CORPORATION

SIGNED BY

For and on behalf of

**SIRIM BERHAD**

(Company No: 199501038272 (367474-V))



)  
)  
)  
)

) MOHD AZANUDDIN BIN SALLEH  
) SENIOR VICE PRESIDENT  
) SIRIM INDUSTRIAL RESEARCH

in the presence of :



)  
)  
)  
)

) DR. NORSHIDAH BANARUDDIN  
) Director  
) Industrial Research Management Centre,  
) SIRIM IR



## 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.



## 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. 5, PERSIARAN PERDANA, PRESINT 2  
PUSAT PENDAFTARAN KERJAAN PERSEKITRAN  
62600 PUTRAJAYA

Tel : 03-6000 5000  
Fax : 03-6002 3899  
03-6002 3894  
Web : [www.mof.gov.my](http://www.mof.gov.my)

SULIT

Pengerusi W-F  
Guru Besar dan  
Peg. Jurutera  
Dr. Mohd. Dato'

YBhg. Dato' Dr. Zainun Bakim Ali  
Ketua Setiausaha  
Kementerian Perdagangan Antarabangsa dan Industri  
Aneka 28, Menara MII  
No. 7, Jalan Sultan Haji Ahmad Shah  
50480 KUALA LUMPUR

Ref. Telp : MOPCT/100.2/1  
Ref. Kursi : MOP.09K (5)400-15/12/19 (26)  
Tarikh : 18 Disember 2020

No. Telefon 03 - 6211 0336

YBhg. Dato',

#### PELANJUTAH TERPOMO BAGI PELENTIKAN BADAN PENILAIAN PUNTUK TIMJAUAN KESEDIAAN INDUSTRY-FWD (RA)

Dengan hormatnya saya diaruh mengikuti permohonan Perbadanan Produk-ka-ti Malaysia (MPC), Kementerian Perdagangan Antarabangsa dan Industri (MII) yang diterima melalui sistem Electronic Government Submission Application (eGSA) pada 1 Disember 2020 mengenai pertara di atas. Maklumat maklumat yang diterima MPC melalui e-mel berikutnya 14 Disember 2020 dan 15 Disember 2020 adalah berikut:

2. Dibantahnya maklumat Kementerian Kewangan Malaysia (MoF) tidak mematuhi peraturan 4(1)(c) undang undang mengenai sempadan kerak selama satu (1) tahun bagi enam (6) Badan Perdagangan (BPD). Untuk maklumat Keadaan Industry-FWD (RA) dia semak dan memperbaiki seperti berikut:

- a) MPC mengakui bahawa penurunan Banyak Pembangkitan (DE) bagi tahun 2019 dan tahun 2020 itu masih belum dibalikbalaik bagi mematuhi kes peraturan di atas. Walaupun demikian, MPC tidak mematuhi Arahan Menteri (AM) 27(1) yang menegaskan bahawa apa-apa tawag yang telah diperlakukan diajukan maklud yang tiada hendak diambil tali; kepada Komuniti Wang Dalam dan sebaliknya tidak diambil tali; maklud tawag dalam tumpah yang dibearian beganya;
- b) MPC juga merasakan apabila MINOS Berhad (MINOS) mengemukakan semula Surat Senarai Terma (SST) yang telah diandangkan buas mengikuti tempoh yang telah ditetapkan dalam SST buat sejauh 30 hari;
- c) MPC tidak mematuhi Petaling Perbadanan (P) / NK4.2 / Peraturan 6.1 / Jadual 2 yang menetapkan bahawa kontak formal hendaklah diadakang dalam tempoh empat (4) hari pada tarikh SST diaturkan bagi peralihan berikut dan

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16 December 2020

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d) MPC tidak memahami perubahan tempoh perkhidmatan bagi syarikat AB berbeza dengan surat keputusan MoF bertarikh 6 April 2020 dengan tempoh perkhidmatan dalam SST yang dikeluarkan kepada syarikat AB.

3. Sehubungan itu, MPC diberi tahu seguran ke atas kreditkardan seperti yang disenaraikan di perangkap 2 (a) hingga (d) di atas. Walau bagaimanapun, bagi memastikan perkhidmatan sejua ada tidak berpotensi, MoF berdasarkan maklumat perkhidmatan MPC untuk menentukan tempoh kontrak selama empat (4) tahun mulai 1 Januari 2021 sehingga 31 Disember 2021 bagi empat (4) syarikat Perkhidmatan (AB) Uspek Tepuza Kediaman Industri (WIRD) (RA) dengan syarat yang diberi pada tanpa melibatkan sebarang pertimbangan bagi kepada nilai kontrak sejua ada seperti perihal di Jadipt 1 berikut:

Jadipt 1

NO.	NAMA SYARIKAT	NAMA KONTRAK (RM)
I.	SIRIM Berhad (SIRIM)	[REDACTED]
II.	MINOS Berhad (MINOS)	[REDACTED]
III.	Malaysia Automotive Robotics and Manufacturing Sdn. Bhd. (MAR)	[REDACTED]
IV.	TUV SUD (Malaysia) Sdn. Bhd. (TSMSP)	[REDACTED]
V.	YNY Technology Sdn. Bhd. (YNSB)	[REDACTED]
VI.	Respect Business and Advanced Technological Solutions Sdn. Bhd. (RBATSSE)	[REDACTED]

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

a) Perumahan sejua diikutkan dengan mencakupi bagi perkhidmatan ini;

b) Semua rakan dan tawaran berikut yang berkait langsung mendapat dipersetujui sejua;

c) MPC hendaklah memperjajah perjanjian tambahan dengan semua syarikat AB yang dilantik bagi mengintegrasikan kepentingan Kajian seputihrag dan

d) MPC berintendensi untuk memastikan semua syarikat AB yang dilantik pada minimaum sejua kontrak dan memenuhi spesifikasi perkhidmatan yang ditentukan.

5. Bagi mengelakkan sebarang ke bawahan kepada syarat yang ditulik, MoF juga berpendapat MPC diberikan pergeguan bagi untuk memberikan tempoh manfaatcangai dokument kontrak sejua empat (4) tahun ditetapkan untuk SST dikeluarkan bagi perkhidmatan di atas sehingga 31 Disember 2020 untuk syarikat MAR, syarikat TSMSP dan syarikat RBATSSE. Keputusan ini adalah tertakluk kepada syarat-syarat berikut:

a) MPC hendaklah memastikan pergeguan ini tidak akan menghalang perkhidmatan yang akan diberikan;



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- b) MPC hendaklah memperkenan mekanisme pemantauan perolehan yang efektif untuk mengelakkan berlakunya ketidakjayaan dalam kerendahan dan kontak formal pada masa dan diwaktu dia
- c) MPC hendaklah memastikan semua urusan berlaku perolehan kerajaan dilaksanakan berdasarkan amalan adidit tawar baik (good governance practices) dengan mematuhi prinsip-prinsip perolehan bagi memperoleh nilai faedah yang setakat kepada Kerajaan.

6. Kebutuhan bagi diberikan maklumat perolehan ini adalah dan tidak boleh diperlakukan procedure bagi perolehan ini seumpamanya di antara badan.

7. Memandangkan perlembagaan syarikat AII adalah berdaulat dalam urus Kerajaan, mencakupi Induksi 4.0 dan bagi mengelakkan pemeliharaan dengan cara yang berlakar-lakar yang walaupun perlembagaan MoF, MPC diberikan maklumat Standard Operating Procedures (SOP) bagi perolehan di sas dan mengelakkan selaras SOP memberi maklumat perolehan Pengaruh Miti untuk dilaksanakan di seluruh MoF.

8. Bagi tujuan penilaian dan perolehan, MPC akan mencadangkan supaya Brigjen Audit Dalam Miti mengakses dan audit SOP perolehan berkaitan dan mengemaskinikan setiap (1) laporan lengkap bagi MoF untuk mendapat rekod.

Selaku, terima kasih.

**"BERKHIDMAT UNTUK NEGARA"**

Saya yang menghadamkan amanah,

**(DATO' ZAMZURI BIN ABDUL AZIZ)**  
Batu

No. Ked:  
Ketua Pengarah  
Jabatan Perdagangan Malaysia

atau:  
YBhg. Dato' Ahmad Hizam bin Seman  
Ketua Pengarah  
Jabatan Perdagangan Malaysia  
Persekutuan  
Jalan 10/100  
46904 Petaling Jaya  
SELANGOR DARUL EHSAN

No. Telefon 03-7830 1697

YBhg. Dato' Salleh Azhar bin Ishak Hosen  
Ketua Pengarah  
Unit Perancang Bisnes  
Jabatan Perdagangan  
Seksyen Perdagangan 6  
Kompleks Salleh Perdagangan  
Pusat Perdagangan Kerajaan Persekutuan  
62502 PUTRAJAYA

No. Telefon 03-8888 3753

Dato' Salleh

