



Ministry of Foreign Affairs

Contract
ARVODI-2018

between the Ministry of Foreign Affairs,
legally represented in this matter by the Deputy Head of Mission
and Minister Plenipotentiary at the
Embassy of the Kingdom of the Netherlands in Indonesia,

and

the consortium:
STC-Group Holding B.V. (leader),
CINOP B.V.

on

**Technical Vocational Education and Training project:
Sector Maritime and Logistics**

Reference: 201800266.049-STC
Starting date: 5th of July 2019

Obligation / application number: 4000002805

Contractor data:

Name : STC-Group Holding B.V.
Address : Lloydstraat 300
3024 EA Rotterdam

IBAN code : NL76INGB0656134976
Swift code : INGBNL2A

Annexes:

1. Tender submitted by the Service Provider on the 10th of January 2019
2. The request for Tenders issued by the Contracting authority on the 14th of November 2018 including the Information notice of the 18th of December 2018.

Project Agreement

Project "Technical Vocational Training & Education"

This agreement (hereinafter the "**Agreement**") is made and entered into by and between:

- 1. STC-Group Holding B.V.** a legal entity duly organised and existing under the laws of The Netherlands, having its registered seat and principal place of business at Lloydstraat 300, 3024EA Rotterdam, The Netherlands, hereinafter referred to as "**STC International**", legally represented by Mr. A. Bos;
- 2. CINOP B.V.**, with its registered office at 's Hertogenbosch, The Netherlands, listed at the Chamber of Commerce under file number 17162246, hereinafter to be called '**CINOP**', legally represented by Huub Dekkers;
- 3. PT ITS Tekno Sains** a legal entity duly organised and existing under the laws of Indonesia Government, having its registered seat and principal place of business at Research Center Building Flr. 2, Jl. Teknik Kimia, Kampus ITS, Keputih, Sukolilo, Surabaya, hereinafter to be called '**PT ITS**', legally represented by Dr. Ir. I Ketut Gunarta, MT,
- 4. Politeknik Pelayaran Surabaya** a legal entity duly organised and existing under the laws of Indonesia Government, having its registered seat and principal place of business at Jl. Gunung Anyar Lor No.1, Gn. Anyar, Kec. Gn. Anyar, Kota SBY, Jawa Timur 60294, Surabaya, hereinafter to be called '**PPS**', legally represented by Capt. Heru Susanto, MM.
- 5. Politeknik Perkapalan Negeri Surabaya** a legal entity duly organised and existing under the laws of Indonesia Government, having its registered seat and principal place of business at ITS Sukolilo, Jl. Teknik Kimia, Keputih, Kec. Sukolilo, Kota SBY, Jawa Timur 60111, Surabaya, hereinafter to be called '**PPNS**', legally represented by Ir. Eko Julianto, M.Sc. FRINA

individually hereinafter referred to as a "**Party**", and collectively as the "**Parties**".

WHEREAS:

- STC International has been commissioned by the Dutch Ministry of Foreign Affairs (hereafter referred to as the "**Contracting Party**") to undertake the project "Technical Vocational Training & Education" with CINOP and PT ITS.
- STC International stated in the tender documents –which have been approved through contract 201800266.049-STC, dated 5/7/2019- that CINOP shall carry out the activities as consortium member and PT ITS shall carry-out the activities as subcontracting member; as described further in this Agreement.
- PPS and PPNS are the receiving organisations for the services as part of this project.
- The contract between STC International, CINOP and EKN (Embassy of the Kingdom of The Netherlands in Indonesia), dated 15 July 2019, is an integral part of this agreement (Annex I).

Article 1 – Objective of the Cooperation

- 1.1** The main objective of this cooperation is the development, implementation, accreditation and certification of Technical Vocational Education Training (TVET) at PPS and PPNS for a selection of maximum of two educational programmes per school in relation to the maritime and logistics sector.
- 1.2** The project consists mainly of three parts of results:
- 1.2.1** Develop and/or modernize curricula of TVET at PPS and PPNS
 - 1.2.2** Develop and implement training for the teachers at PPS and PPNS
 - 1.2.3** The accreditation and certification of the curricula at PPS and PPNS for the selected educational programmes
- In order to reach the above results, an example of execution of seven activities is defined in Annex II, but not limited to.
- 1.3** A total number of 50 teachers have to be trained at both PPS and PPNS. The division of these 50 teachers among PPS and PPNS is to be determined by the Parties during the project execution, but an approximate 50/50 split between PPS and PPNS of this total number of 50 teachers is aimed for.

Article 2 – Structure of the Cooperation

- 2.1** STC International has been granted with a subsidy from the Dutch Government.
- 2.2** The Parties will report to STC.
- 2.3** STC International will report to the Dutch Government.

Article 3 – Scope of the Cooperation

- 3.1** STC International and CINOP will provide didactical training, subject matter training and curricula development sessions in line with the objectives of the cooperation as stated in Article 1.
- 3.2** PT ITS will provide support between the two Dutch organisations (STC International and CINOP) and the two receiving Indonesian organisations (PPS and PPNS). This support is related to the responsibility to prepare/contact polytechnics in Surabaya and to supply specific problems in curriculum development of Marine Transportation for the consortium. This is the responsibility of DMTE (Department of Marine Transportation Engineering).
- 3.3** PPS and PPNS will make available teachers to join the training programmes (didactical and subject matter) and curricula development sessions. Moreover, PPS and PPNS will support the selected teachers to work on the assignments given by STC International and CINOP and to work on curricula in between the sessions with STC International and CINOP subject matter experts.
- 3.4** The scope of the cooperation is focused on the sector Maritime & Logistics. At both PPS and PPNS, the focus will be on two study programmes, determined in close cooperation between the Parties but in line with the sector Maritime & Logistics.

3.5 Facilities for the execution of activities is to be provided by the Indonesian Parties.

Article 4 – Financial Claims

4.1 PPS and PPNS can make no financial claims regarding costs made by the project. Any costs each one of them make for the execution of the project are for the account of respectively PPS and PPNS.

Article 5 - Reporting

- 5.1** For the duration of the project, several reports have to be submitted:
- Narrative Report (Written report of the project progress)
 - o Submission by 5 February 2020, 5 July 2020 and 5 February 2021.
 - Financial Report (Written report of the budget)
 - o Submission by 5 February 2020, 5 July 2020 and 5 February 2021.
 - Final Narrative (Written final report)
 - o Submission 5 June 2021.
 - Final Financial (written final financial report)
 - o Submission 5 June 2021.

5.3 The reporting is a joint responsibility of the Parties concerning the input of the reports regarding the activities conducted.

Article 6 – Duration of the Contract

- 6.1** This agreement enters into force on its date of signature by both Parties.
- 6.2** This agreement shall be valid for the duration of the project. The project end date is 5 July 2021. If the end date of the project is –for any reason- extended, this agreement will be also automatically extended for the same period.
- 6.3** This agreement will be terminated automatically when all subsidy requirements have been fulfilled.

Article 7 – Liability and Insurance

7.1 Parties shall maintain an adequate insurance of risks in relation to their activities under this agreement. The liability of parties towards one another shall never be more than the amount covered and/or remitted under their respective insurance policies. Each party shall however each bear the cost of material damage to its own property.


Article 8 – Variations

8.1 No variations to the terms of this Agreement shall be made except by agreement in writing between the parties.

Article 9 – Applicable Law and Settlement of Disputes

- 9.1** This agreement shall be construed under and interpreted under the laws and regulations of the Netherlands.
- 9.2** Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be first settled by the Netherlands Arbitration Institute (NAI), with applicability of its rules of procedure and -in its case- finally settled by court in the Netherlands.
- 9.3** In case of disputes parties shall however in all cases discuss the possibilities of amicable settlement before entering into any formal legal procedure. The Parties have caused this Agreement to be executed by their duly authorized representatives in five (5) original copies on the respective dates hereinafter set forth.


For and on behalf of **STC International**:

Signature 
Name Mr. Albert Bos
Title Director
Date 26/11/19

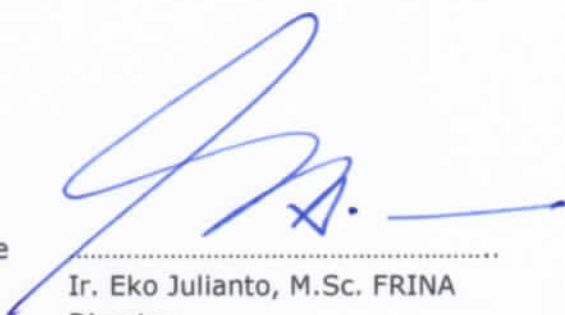
For and on behalf of **CINOP**:

Signature
Name Huub Dekkers
Title CEO
Date

For and on behalf of **PT ITS Tekno Sains:**

Signature 
Name Dr. Ir. I Ketut Gunarta
Title Director
Date 26-NOV-2019.....

For and on behalf of **Politeknik Perkapalan Negeri Surabaya:**

Signature 
Name Ir. Eko Julianto, M.Sc. FRINA
Title Director
Date 26/11/19.....

For and on behalf of **Politeknik Pelayaran Surabaya:**

Signature
Name Capt. Heru Susanto, MM.
Title Director
Date

Annex I: Contract STC International, CINOP and EKN, dated 15 July 2019

Reference is made to the next pages.

Annex II: Activities

Reference is made to the overview below as example:

- Activity 1: Assignment Start-Up & Needs Assessment
- Activity 2: Didactical Training
- Activity 3: Subject Matter Training
- Activity 4: Curricula Development
- Activity 5: Pilot Execution
- Activity 6: Accreditation & Certification
- Activity 7: Project Result Dissemination & Sustainability

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the minister of Foreign Affairs, legally represented in this matter by Mr. F. Lahnstein, minister Plenipotentiary and Deputy Head of Mission at the Embassy of the Kingdom of the Netherlands in Indonesia,

hereinafter referred to as, the 'Contracting authority'

and

2. Consortium STC-Group Holding B.V,
(Consisting of STC-Group Holding B.V and CINOP B.V.)
which has its registered office in Rotterdam, legally represented in this matter by the director, Mr. A. Bos,

CINOP B.V., which has its registered office in 's-Hertogenbosch, legally represented in this matter by the managing director, Mr. H.A.R.R. Dekkers,

Hereinafter referred to as, the 'Service Provider'

WHEREAS:

- the Contracting authority requires a Service Provider to set up a project for Technical vocational education and training (hereafter: TVET);
- the project consists mainly of three parts:
 1. develop and / or modernize curricula of TVET;
 2. develop and implement training for the teachers;
 3. the accreditation and certification of the curricula, where possible and relevant against international benchmarks;
- the project consists of a fourth part - dissemination - if possible;
- the Service Provider will execute the above elements as described in its Tender, and train the indicated number of teachers as stated in the response to Award Sub-criterion 1, element IV;
- this will be achieved through the provision of a high quality team of specialists with the required knowledge and experience;
- Appendix F, titled brief introduction of IATI, is an integral part of this Contract and attached to this Contract.

The Contracting authority has tendered the work for this purpose;

- Consortium STC-Group Holding B.V. participated in the Tender on the 14th of January 2019;
- Consortium STC-Group Holding B.V. has won the Tender and the Contracting authority has accepted this Tender;
- Consortium STC-Group Holding B.V. has sufficiently familiarised itself with what the Contracting authority wishes to achieve;
- The Parties wish to lay down the legal relationship in a written Contract.

Contract Technical Vocational Education and Training:

Sector: maritime & logistics

Date: 03 July 2019

Reference: 201800266.049-STC

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Initial Contracting authority: *fl*

Initial Service Provider (leader): *VB*

AGREE AS FOLLOWS:

A number of terms in this Contract are written with initial capitals. The meaning of these terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018).

1. Object of the Contract

- 1.1 The Contracting authority hereby commissions the Service Provider to perform Services as described in the Tender submitted by the Service Provider on the 14th of January 2019 (see Annex 1) based on the request for Tenders issued by the Contracting authority on the 14th of November 2018 (see Annex 2), in so far as this Contract does not contain any provisions to the contrary. The Service Provider hereby agrees to perform these services.
- 1.2 The following documents are an integral part of this Contract. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
 1. this document;
 2. the Information notice(s);
 3. the tender document (including appendices);
 4. the ARVODI 2018;
 5. the Tender issued by the Service Provider to the Contracting authority on the 10th of January 2019.
- 1.3 Reporting on the project will be performed as outlined in the Tender document, including its appendices, and as stated under paragraph 6.3 of this Contract.

2. Formation and duration of the Contract

- 2.1 This Contract comes to effect on the 5th of July 2019.
- 2.2 The agreed Services will be performed in the period of twenty four (24) months after the Contract has been signed.
- 2.3 Due to changing needs in services additional work is possible only after written permission in advance.

3. Price and other financial provisions

- 3.1 The Service Provider performs the Services at a fixed total price. This fixed total price is € 499.800,00 including any VAT applicable and including travel, accommodation and any other costs.
- 3.2 It is expressly agreed that if some or all of the Services are not exempt from VAT, the Contracting authority will not be liable to pay VAT.
- 3.3 The fee covers all Services to be performed by the Service Provider under this Contract, plus any materials needed for this purpose.
- 3.4 The agreed rates are fixed and invariable during the duration of this Contract.

Contract Technical Vocational Education and Training:

Sector: maritime & logistics

Date: 03 July 2019

Reference: 201800266.049-STC

Initial Contracting authority: *f1*

Initial Service Provider (leader): *B*

- 3.5 Payment is dependent upon delivery of the results as presented in the proposal of the Service provider, and takes place as outlined in the Tender document:
40% of the total price at the start of the Contract in 2019;
40% of the total price in 2020 after receipt and approval of reports (ref. 6.3);
20% of the total price in 2021 after receipt and approval of reports (ref.6.3).

- 3.6 The Service Provider sends the invoices electronic in the manner prescribed in the Tender document (including appendices).

4. Contacts / project managers

- 4.1 The Contracting authority's contact is Mr. M. Klink, email: melcher.klink@minbuza.nl.
The Service Provider's contact is Mr. A. Hofman, email: a.a.hofman@stc.r.nl
- 4.3 Contrary to the provisions of article 10.2 of the ARVODI-2018, the aforementioned contact persons do not bind the Parties.

5. Time and place of Services

- 5.1 The Services will be performed at various educational institutions in East Java.

6. Other Terms and Conditions

- 6.1 This Contract is governed exclusively by the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018), of which the Parties have already received a copy, in so far as this Contract does not contain any provisions to the contrary. Any general and special terms and conditions drawn up by the Service Provider do not apply to this Contract.
- 6.2 In addition to article 24 of the ARVODI-2018, the Service Provider may use the data obtained by the Services for scientific research and scientific education, with the exception of privacy-sensitive data. The Service Provider does not act in conflict with the interests of the Contracting authority. In case of, the Service Provider will beforehand enter into consultation with the Contracting authority. If the Contracting Authority decides not to publish the results of the Services, the Service Provider may request the Contracting authority permission in writing to issue the services in-house. This permission must be given in writing and will not be refused without reasonable grounds. The Contracting Authority may attach conditions to the granting of this permission.

Contract Technical Vocational Education and Training:

Sector: maritime & logistics

Date: 03 July 2019

Reference: 201800266.049-STC

Initial Contracting authority: *fl*

Initial Service Provider (leader): *B*

fl B

- 6.3 The Service Provider will submit narrative and financial reports as indicated in Appendix 5, requirements 23, 24, 25 and 26 of the Programme of requirements (See time schedule in table below). The Service Provider will publish quarterly narrative reports as an IATI dataset in accordance with the BZ/DGIS reporting guidelines.

Report type	Period	Submission by
Narrative	After the end of every half year (no later than 30 days after the end of the half year) the Service Provider hands over a written report of the progress.	5 th February 2020 5 th July 2020 5 th February 2021
Financial	After the end of every half year (no later than 30 days after the end of the half year) the Service Provider hands over a written report of the budget.	5 th February 2020 5 th July 2020 5 th February 2021
Final narrative	Thirty (30) days before the end of the Contract (not earlier than sixty (60) days before the end of the Contract) the Service Provider must hand over a written final report.	5 th June 2021
Final financial	Thirty (30) days before the end of the Contract (not earlier than sixty (60) days before the end of the Contract) the Service Provider must hand over a written final financial Report.	5 th June 2021

7. Declaration of integrity

The Service Provider hereby declares that it has not offered or given members of the Contracting authority's Staff any benefit in order to obtain the contract nor arranged for them to be offered or given any such benefit. It undertakes not to do so in the future with a view to inducing any members of the Contracting authority's Staff to perform or refrain from performing any act.

8. Final provisions

- 8.1 Any derogation from the Contract is binding only if they have been expressly agreed by the parties in writing.
- 8.2 Any written or oral agreements previously made by the parties about the Services that are the object of this Contract are nullified once this Contract has been signed.

Contract Technical Vocational Education and Training:

Sector: maritime & logistics

Date: 03 July 2019

Reference: 201800266.049-STC




Initial Contracting authority:

fl

Initial Service Provider (leader):

B

Thus agreed and signed in duplicate on the last of the two dates stated below,

<p>Jakarta, 3 July 2019</p> <p>For the minister of Foreign Affairs,</p>  <p>Mr. F. Lahnstein, <i>Minister Plenipotentiary and Deputy Head of Mission Embassy of the Kingdom of the Netherlands in Indonesia</i></p>	<p>Rotterdam, (date) <i>11... July 2019</i></p> <p>Consortium STC-Group Holding B.V</p>  <p>Mr. A. Bos <i>Director</i></p>
	<p>'s-Hertogenbosch, <i>15/7/2019</i></p> <p>CINOP B.V., <i>i.o.</i></p>  <p>Mr. H.A.R.R. Dekkers, <i>Managing director</i></p>