

B.P.U.-P.N. GULA

Visie :

Parap :

MEMO

Tgl. 24 Pebruari 1966.-

Intern

Kepada : DIREKTUR UTAMA.

Dari : DIREKTUR PEMBANGUNAN.

No. 145/M/VI/51/66.-

HAL : TEAM SURVEY DENGAN PERANTJIS UNTUK KALIMANTAN.

Lamp: Salinan Memo No. 024/M/VI/51/66, tgl. 2 Pebruari '66.

Mendjawab Memo Saudara No. 52/M/66, tertanggal 9 Pebruari 1966, dengan ini kami persilahkan Saudara membuat Memo kami No. 024/M/VI/51/66 tertanggal 2 Pebruari 1966, yang telah kami kirimkan kepada Saudara.

Untuk memudahkan bersama ini kami kirimkan turunan dari Memo tersebut.

Selanjutnya kami mengharapkan jawaban serta keputusan Saudara.-

Bp Dir Ut.
23/3

Koordinator RPT
Ketrap visie

BADAN PIMPINAN UMUM
PERUSAHAAN GULA NEGARA.
Direktur Pembangunan,

(Kolonel Soenjoto)
Nrp. 13683.

Ujeh:
1. Wakil dari Direktorat lain mana.
2. Surat yg di "anhaler" hendaknya
sementara ditampirkan pada surat
ini.

25/7/Dir. Ut./66

Memint pembidjain P. Dir. Pembangunan dengan Dr.
Sambiaru survey paku diapat diadakan pada bln
Sept.

102 973/28-III A.

B. P. U. - P. N. GULA

Visie

Parap :

MEMO

Tgl. 2 FEBRUARI 1966.

Intern

Kepada : Jth. 1. pd. Direktur Utama
2. " Direktur Perbelanjaan
3. " Direktur Tanaman
4. " Direktur Pemasaran
5. " Direktur Umum.
Dari : pd. Firektur Pembangunan

S/Sh.

No. 024/M/VI/51/66.

Lampiran: 2 (dua).

HAL : Persiapan Survey Team Perantjis.

I. Untuk memberikan kepastian tentang tempat2 jang perlu didatangi oleh Team Survey Perantjis jang diharapkan datang pada bulan Djuli 1966 perlulah kiranya Direksi memutuskan tempat2 mana jang harus didatangi oleh Team tersebut. Keputusan mana nantinja merupakan dasar persiapan penerimaan dan perdjalan.

II. Hatsil2 survey kita di Kalimantan hingga achir tahun ini adalah sebagai berikut:

1. Badan Koordinasi Survey Departemen Pertanian x berpendapat, bahwa Imban + 70 Km. dari Bandjarmasin adalah tempat jang paling baik untuk daerah Kalimantan. Perlu diketengahkan disini, bahwa pendapat ini didasarkan atas norma2 dari daerah Kalimantan jang umumnja basah.
2. Tempat lain jang dapat diketengahkan adalah x Sungai Kupang jang dewasa ini masih merupakan hutan belukar hingga perlu adanja areal survey terlebih dulu.
3. Kalau kita tetap mengikuti keputusan untuk mentjari tempat di Kalimantan Timur, maka survey selama ini tidak dapat menghatsilkan tempat jang memenuhi sjarat2 guna pendirian pabrik gula, karena terlalu basahnja iklim atau kurang lemanja musim kemarau. Tempat jang belum dapat disurvey adalah Sangkurilang.
4. Untuk djelasnja maka bersama ini dilampirkan resume dari pekerdjaan2 survey jang dikerdjaan oleh Projek Kalimantan (lampiran 1). Lihat srt. kami No. 069/VI/57/66 tgl. 31-1-1966, dikirim tgl. 2-2-1966.

III. Mengingat akan hatsil2 tersebut, maka ada kemungkinan bahwa hatsil survey dari pihak Perantjis itu akan membawa hatsil jang negatief x x jang tentunja akan membawa akibat psikologie jang kurang baik pula. Untuk ini dapat kiranya disetudjui adanja research station di Bandjarmasin jang nantinja akan lebih memperdalam so'al survey di seluruh Kalimantan.

IV. Guna mengatasi kemungkinan seperti jang tersebut diatas perkenanlah kami mengusulkan agar survey itu tidak hanja Kalimantan tetapi ditambah dengan Gorontalo dan Flores (dataran mBai). Saran ini didasarkan atas hal2 sebagai berikut:

1. Gorontalo : a) Klimatologis dan bodemkundit Gorontalo lebih baik dari pada Imban (Kalimantan Selatan).
b) Telah terdapat transmigrantan.
c) survey sajangnja belum sempurna (lampiran 2).
2. F l o r e s a) Klimatologis dan bodemkundig telah diselidiki, malahan terdapat saluran2 irigatie jang tinggal sedikit untuk penjempurnaan. Tanahnja subur.
b) penduduk kurang dan kebanyakan menetap di lereng gunung2. Dengan Projek ini dimaksud untuk menarik penduduk kembali ke dataran mBai.
c) laporan Team survey bersama ini dilampirkan (lampiran 3).

V. Setjara concreet kami mengusulkan agar Survey itu meliputi:

1. Imban
2. Gorontalo
3. Dataran mBai di Flores.

Adapun Team jang akan menghadapi fihak Perantjis ini diusulkan sebagai berikut:

1. Ir. Soedarsono (Ketua)
2. Ir. Tjia Keng Hien (Anggauta)
3. Sdr. Darsan Iroe (")
4. Sdr. Soetedjo (")
5. Ir. Lauw Ing Biau (")

Dengan adanja tempat2 tersebut, maka kita dapat memperoleh gambaran jang lebih luas guna penentuan pendirian pabrik tersebut serta kapasitas jang diinginkan. Lebih2 didalam situasi economie jang serba sukar ini BPU.-P.N.Gula tidak dapat menanggung risico tentang mahalnja atau besarnja financiering hingga ter-bengkelainja projek jang diharapkan dapat dimulai dalam tahun 1968.

Demikianlah usul saja dengan pengharapan dapatnja segera diputuskan oleh Direksi guna dasar pegangan persiapan Survey tersebut dan rentjana kerdja 1966.

pd. Direktur Pembangunan
ttd.
(Kolonel Soenjoto).
Nrp.13683.

Tembusan kepada Jth.:

1. Sdr. Sekretaris Kompag. Urusan -
Perentjanaan, Djl. Salemba No. 16, Djkt.
2. Staf Directoraat Pembangunan.
3. A r s i p.

B.P.U.-P.N. GULA

Nst/hr

Visie :

Parap :

MEMO

Tgl. 31 Maret 1966

Intern

Kepada : Jth. Sdr. Direktur Utama

Dari : Koordinator B.P.T.

No.

1477 Divisi Dir Utama
muntik Rapat Direksi
selama 5/4.

Santiaji muntik ke.
terangin Divi Bap
Kalamantan 5/4
dilepaslan di
Amungpinj Sum. Barat
Sam Arinda.

HAL : Team survey dengan Perantjis.

Survey

Menurut faham saja tidaklah perlu dengan team Perantjis itu kita ber-sama2 mengundjungi daerah Kalimantan-Sulawesi dan Flores. Kita sendiri toch dapat menetapkan daerah mana jang "geschikt" untuk mendirikan satu p.g. Faktor2 jang diperlukan untuk kemungkinan2 mendirikan satu pg., kita lebih menge-tahui daripada orang2 Perantjis itu. Lagi pula survey jang sedemikian itu, memerlukan waktu dan biaja jang tidak sedikit.

Pendapat saja, kita sendiri me-survey dahulu setjara mendalam. Lepas dari putusan M.P.R.S., menurut faham saja jang paling "geschikt" untuk ditinjau oleh team Perantjis ialah daerah Gorontalo. Daerah ini djuga pernah ditinjau sebelum perang oleh salah satu Perusahaan Belanda.

Djadi kita tetapkan sadja, satu projek. Team Perantjis ini meninjau mengenai transport faciliteiten melalui laut dan darat dari Projek jang telah dite-tapkan itu.

Mengenai kemungkinan2 mendirikan satu projek jang baru, djanganlah kita lupakan banjaknja hutang hutang kita sekarang ini kepada negara2 lain. Ada harian jang menjatakan \pm \$.24 miliar. Djika ini betul, besarlah kemungkinan nanti projek ini tidak dapat di-realiseer seperti jang diharapkan.

Kedatangan Team Perantjis

Mengenai kedatangan team ini sudah ada pembitjaraan jang lebih landjut. Mereka dapat datang paling tjepat pd. bulan September 1966.

Team kita jang menghadapi fihak Perantjis.

Lebih baik ditambah dengan sdr. F.X. Lessoemardjo.

Koordinator B.P.T.,

(H. Moh. Saleh Nst.)

477 / Bidi. / 66

me 31/3 Sdk

65
SURVEY AGREEMENT

This agreement made and entered into by and between Badan Pimpinan Usaha Perusahaan Gula Negara, a corporate body organized and existing under and by virtue of the Law of the Republic of Indonesia, having its main office in Djakarta (hereinafter referred to as First Party) and Societe d'etudes et de Realisation Industrielles Renault Engineering, a corporate body organized and existing under and by virtue of the Law of the Republic of France, having its main office at Billancourt, France, (hereinafter referred to as Second Party).

Witnesseth:

Program within the frame work of

Whereas : First Party is desirous, in reference to the sugar Development Overall Eight Year Plan for National Development, to seek the cooperation of Second Party in undertaking a Joint Survey for the preparation of the establishment of:

- (1) a Machinery-Plant & Work shop to serve the Java - Sugar factories, and
- (2) a Cane Sugar Plant in Kalimantan

Whereas : Second Party agrees to send a mission for the purpose of such joint survey.

Whereas : A Provisional Agreement was concluded between the R.I. Compartment of Agriculture and Agrarian Affairs and Renault Engineering and Gallec S.A. of Paris, France, on 15th of October 1964, concerning the establishment of a Cane Sugar Plant and the necessary joint survey(s).

Now Therefore in consideration of the above premises both Parties have agreed as follows :

Article I

Scope and Subject of the Survey

1. The survey shall cover :

a. For the Machinery Plant & Workshop to serve the Java Sugar factories :

*with men, takoni
kemampuan
bersifat ilmu negeri
perlu survey
bitonma & cya
2 BPN distrik
(interior & cya)
+ BPN distrik*

a.1 A general lay out for their establishment taking into account the actual production of existing Machinery Plants and Workshop now serving domestic industries in general;

a.2 A final preproject covering the cost of material and equipments to be imported as well as locally procured, time of deliveries, civil engineering and technical assistance.

*Justira mi. p. 10
BPN distrik distrik*

b. For the Cane Sugar Plant

b.1 A general lay out and programs for the production of cane needed for the supply of raw material to be processed in the Cane Sugar Plant;

b.2 A final preproject covering the cost of all material and equipments to be imported as well as locally procured, time of deliveries, civil engineering and date of delivery of the plant coming into production and technical assistance.

2. The aim of the survey shall be :

2. The aim of the survey shall be :
 - a. Location advices study and
 - b. Pre - project.

Article II

Location Advices Study

1. The purpose of this study is to determine the best location for the erection of both the Machinery - Plant & Work Shop as well as of the Cane Sugar Plant. In both cases this study shall be limited to two sites out of four to be nominated by First Party.
2. For this Survey Second Party will send a Mission of engineers composed of :
 - a. For the Machinery - Plant & Workshop.
 - a.1 Chief Engineer, Leader of Mission
 - a.2 Foundry Specialist
 - a.3 Machining Specialist
 - b. For the Cane Sugar Plant
 - b.1 Chief Engineer, Leader of Mission
 - ✓ b.2 Tropical Plantation Specialist
 - b.3 Sugar production Engineer
 - b.4 Civil Engineer
3. In undertaking the study the Mission shall take into consideration the following matters :
 - a. For the Machinery - Plant & Workshop:
 - a.1 The kinds and quantities of equipment and spareparts to be produced annually in Indonesia to meet the need of the existing Java - sugar factories ;
 - a.2 the kind of repair and services needed by the same sugar factories;
 - a.3 the facilities already available in Indonesia which are rendering similar services to the Java sugar factories.
 - a.4 financial profitability studies:
 - b. For the Cane Sugar Plant :
 - b.1 Condition of soil, climate and rainfall for cane - cultivation;
 - b.2 Condition of communication : nearest harbour facilities, surface transportation, waterways etc. ;
 - b.3 Condition of soil in connection with construction purposes;
 - b.4 Information on availability of water and lime;
 - b.5 Financial profitability studies.

First Party shall endeavour to have the assistance of all proper Government Research Institutions and or Station rendered to the Mission whenever deemed necessary.

availability building materials

4. The following time schedule has been agreed upon by both Parties in regard to the surveys to be undertaken :

For the Machinery - Plant & Workshop and for the Cane - Sugar Plant.

Estimated time required for the survey in Indonesia: 1 to 2 months

Estimated date of submission of survey - report by Second Party to First Party : 5 months from date of leaving Indonesia.

Commencement of work and time schedule outlined above shall start from the date as requested by first Party in a written confirmation, however with one month notice. This request shall be submitted to Second Party within one month after this Agreement has been *enforced.*

identifikasi tambak ngumam

5. First Party shall study the above mentioned reports and notify Second Party of its approval within two months after receipt of these reports from Second Party.

Article III

Pre - Project

1. This phase of the survey shall cover the following :

a. Estimate and Requirements for Establishment of the Plants :

- a.1 Machinery and Equipment to be imported ,
- a.2 Materials and Labor to be procured domestically
- a.3 Technical Assistance,
- a.4 Time schedule of :

- (1) deliveries of Machinery and Equipment
- (2) civil engineering works
- (3) plants to start operation

b. The amount in US \$ required for the implementation of the Projects and to be provided by Second Party to First Party on a credit / production sharing basis.

2. The complete report concerning this phase of the survey shall be submitted by Second Party for approval to First Party within two months after the respective Report on Location Advices Study have been approved by First Party.

*injeksi water
kapur.
batu kar.
batu merah
pasir
semen
lempung
ngumam*

Article IV

Responsibilities of First Party

1. First Party's responsibilities shall be as follows :

- a. The appointment of fully responsible team for the implementation of the joint survey;
- b. The provision

- b. The provision of domestic transportation, lodging, laboratory facilities and services for researches and analysis, etc.
 - c. To make available financial and cost data based on a questionnaire to be handed over to Second Party together with the approval of First Party of the Report as mentioned in Article VI, paragraph 5 .
 - d. Payment of local (rupiah) expenses in general.
 - e. Payment of Airtickets Paris - Djakarta V.v. and airfreight of necessary survey equipment.
2. The cost of the surveys in foreign exchange is estimated at :
- US.\$ for the Machinery Plant and Workshop
 - \$ b for the Cane - Sugar Plant.
- This cost will be borne by First Party .

Article V.

Condition of Enforcement and Payment.

1. Condition of Enforcement (Enforcement date)

Present contract is deemed to be enforced only when following condition have been fulfilled :

- a. Signature of the document
- b. Approval of both Indonesian and France Government
- c. Notification in Paris of the documentary credit
- d. Receipt of air return - tickets

Should the present Contract not be enforced within 2 months of the date of the signature, both Parties will be free of any commitments unless specifically agreed in writing by both Parties.

2. Condition of Payment.

An irrevocable letter of Credit will be open by the Bank of Indonesia in favour of the Second Party, available in Paris and payable against simple receipt of Second Party stating that conditions of Article VI para 3 - 4 having not been met they are entitled "bona fide" to this payment.

Validity of credit should be 22 months.

Article VI

Conclusion of Final Contract
for the Establishment of the Plants.

a. Machinery Plant & Workshop

1. After the Report on the Pre - project as mentioned in Article III has been approved by First Party, and agreement has been reached concerning term and conditions of the credit to be provided by First Party, then both Parties shall enter into a Final Contract for the establishment of the Plants mentioned in Article I, within four months of submittance of complete report as mentioned in Article III, paragraph 2 .
2. In such case the cost of the survey as mentioned in Article IV paragraph 2, shall be included in the Final Contract and shall form a part of the total credit to be provided by First Party .
3. If approval as mentioned in Article III paragraph 2 is not given by First Party, then First Party undertakes to reimburse to Second Party the amount (s) mentioned in Article IV paragraph 2 .
4. If a Final Contract is not concluded within 4 months after approval by First Party of Second Party's report on Pre - project, then First Party undertake to reimburse to Second Party the amount as mentioned in Article IV paragraph 2.
5. The said commitment shall apply and payment due under the same conditions should such a Final Contract not become effective within six months after the date of its signing.

b. Cane Sugar Plant

1. After the Report on the Pre - project as mentioned in Article III has been approved by First Party, and agreement has been reached concerning term and conditions of the Credit to be provided by First Party, then both Parties shall enter into a Final Contract for the establishment of the Plants mentioned in Article I, within four months of submittance of complete report as mentioned in Article III paragraph 2.
2. In such case the cost of the survey as mention in Article IV paragraph 2, shall be included in the Final Contract and shall form a part of the total credit to be provided by First Party.
3. If approval as mentioned in Article III paragraph 2 is not given by First Party, then First Prty undertakes to reimburse to Second Party the amount (s) mentioned in Article IV paragraph 2 .
4. If a Final Contract is not concluded within 4 months after approval by First Party of Second Party's report on Pre - project, then First Party undertakes to reimburse to Second Party the amount as mentioned in Article IV paragraph 2.

5. The said commitment shall apply and payment due under the same conditions should such a Final Contract not become effective within six months after the date of its signing.

This agreement is executed in four copies in the English language.

Djakarta, June ,1965.

For First Party

For Second Party.

Article V.Condition of Enforcement and Payment.1. Condition of Enforcement (Enforcement date)

Present contract is deemed to be enforced only when following conditions have been fulfilled :

- a. Signature of the document
- b. Approval of both Indonesian and France Government
- c. Notification in Paris of the documentary credit
- d. Receipt of air return - tickets

Should the present Contract not be enforced within 2 months of the date of the signature, both Parties will be free of any commitments unless specifically agreed in writing by both Parties.

2. Condition of Payment.

An irrevocable letter of Credit will be open by the Bank of Indonesia in favour of the Second Party, available in Paris and payable against simple receipt of Second Party stating that conditions of Article VI para 3 - 4 having not been met they are entitled "bona fide" to this payment.

Validity of credit should be 22 months.

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REPUBLIK INDONESIA
MENTERI KOORDINATOR
KOMPARTIMEN PERTANIAN DAN AGRARIA

No. : 0326/KPS/65
LAMPIRAN : /
PERIHAL : Survey Agreement.

Djakarta , 2 Agustus 1965

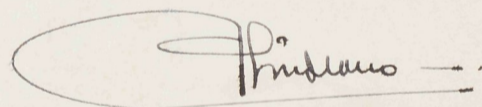
K e p a d a

1. Sdr. Umarjadi, Ketua Panitia Negara Urusan Kontrak² Ekonomi Keuangan antara R.I. dengan Luar Negeri.
2. Sdr. Achmad Ponsen, Ketua Panitia Tehnis Production Sharing.
3. Sekretaris Perentjanaan dan Pengawasan Kompag.
- ✓ 4. Direksi B.P.U. P.N.-Gula.

Disampaikan dengan hormat Survey Agreement pembangunan Pabrik Gula di Kalimantan dan pabrik perbengkelan/reparasi antara B.P.U. P.N.-Gula dan Renault Engineering, Perantjis.

Tiada berlebihan kiranya kami beritahukan pula bahwa Survey Agreement tsb. oleh J.M. Menko Pertanian dan Agraria sedang dimintakan persetujuan Presidium Kabinet R.I.

Pedjabat Koordinator Production Sharing dan Kerdja Sama Ekonomi



(Drs. Amidjono)

149 b. lll.

REPUBLIC INDONESIA
MENTERI KOORDINATOR
KOMPARTEMEN PEMBANGUNAN PERTANIAN DAN AGRARIA

No. : P. 503/PM/65

Djakarta, 15 Februari 1965

LAMPIRAN :

PERIHAL : Kontrak survey production sharing pembangunan pabrik gula antara B.P.U. P.P.N.-Gula dengan RENAULT.

K e p a d a
J.M. Duta Besar Republik Indonesia
di PARIS.-

Berhubung dengan tilgram yang kami telah kirimkan kepada J.M. mengenai hal tersebut diatas, bersama ini dipermaklumkan dengan hormat pendjelasan sebagai berikut :

1. Pada dasarnya dapat disetujui adanya contract survey antara B.P.U. P.P.N.-Gula dengan Renault Engineering and Gallec S.A., sebagai kelanjutan dari Provisional Agreement yang diadakan di Paris pada tanggal 15 Oktober 1964 dan surat Komentimen Pertanian dan Agraria kepada Gallec S.A. tanggal 21 Djuli 1964 No. 59/Kempag/64.
2. Keinginan dari pihak Indonesia adalah sebagai berikut:
 - a. Survey hendaknya tetap bersifat vrijblijven.
 - b. Bila hasil survey memuaskan dan syarat2 pembangunan proyek dapat kita setujui, maka dengan sendirinya proyek itu akan dilaksanakan dengan menggunakan kredit dan jasa2 dari Renault.
 - c. Pelaksanaan pembangunan kami inginkan sampai bedrijfsklaar.Dimulainya saat pelaksanaan pembangunan itu sendiri tergantung dari tersedianya biaya rupiah.
3. Kontrak survey yang telah diadjukan oleh Renault dalam Memorandum of Understanding dan Agreement dalam surat Gallec S.A. tertanggal Paris, 7 Desember 1964, belum dapat ditandatangani oleh pihak Indonesia berhubung dengan soal2 teknis tertjantum dalam kontrak survey yang masih perlu dibitjarakan bersama antara B.P.U. P.P.N.-Gula dengan Renault.
4. Maka pihak Renault diundang untuk mengirinkan wakilnya yang berkuasa penuh ke Djakarta untuk membitjarakan kembali kontrak survey tersebut untuk memperoleh persetujuan pendapat.
5. Masalah2 teknis terpenting yang masih perlu dibahas bersama itu antara lain ialah :

- (1) tjara pelaksanaan survey dan laporan jang telah di
sebagai hasil dari survey;
 - (2) kapasitas pabrik;
 - (3) tenaga2 ahli dari misi Perantjis;
 - (4) soal2 (item) jang akan di-survey;
 - (5) lamanya survey;
 - (6) pembeajaan survey dalam mata uang asing dan rupiah.
6. Sekian pendjelasan mengenai tilgram tersebut dan kami harap-
kan dapat J.M. meneruskan kepada Renault.

Menteri Koordinator
Pertanian dan Agraria
u. b.
Sekretaris Menko Urusan
Perentjanaan dan Pengawasan.



(Brig. Djen. Sujone Ongko).-

Tembusan:

1. Departemen Luar Negeri.
2. Menteri Pertanian.
3. Komisi Production Sharing Kompag.
- ✓ 4. B.P.U. P.P.N.-Gula.

15 DJANUARI

end /I/Dir.Pemb/Gula/65.

65.

Kontrak survey fihak Perantjis.

1. Act. Presiden Direktur BPU.-PPH.-GULA.
2. Direktur Perbelanjaan.
3. Direktur Umum.
4. Direktur Tanaman.

Berkenaan dengan adanya kontrak survey yang diadjudikan oleh fihak Perantjis perkerasankalah kami mengadakan pendapat2 seperti tersebut dibawah ini:

- I. Didalam rangka policy Pemerintah kontrak survey ini perlu ditanda-tangani sebagai realisasinja.
- II. Dari sudut economie hal ini djuga dibutuhkan agar credit yang tersedia tidak diperuntukkan untuk fihak lain.
- III. Dipandang dari sudut teknis perlu kita kemukakan hal2 sebagai berikut:
 1. Permintaan Renault untuk pembajaran oleh fihak Indonesia dari survey didasarkan atas pertimbangan "zakelijkheid" tetapi hendaknya:
 - a). hasil survey serta laporan2nja adalah milik Indonesia djadi bukan milik bersama.
 - b). berdasarkan atas sub.a kita ta' berkewadajiban untuk memilih pabrik gula Perantjis tetapi hanya memberikan prioritas sadja.
 2. Pada prinsipnja survey untuk pendirian pabrik gula dapat dilakukan sendiri oleh fihak P.P.W. Gula, Balai Penyelidikan Perusahaan2 Gula Pasuruan, dengan bekerdja sama dengan Badan Koordinasi survey Departemen Pertanian, Directoraat Geologie dan Departemen2 lain, pada survey mana dapat diselidiki keadaan tanah, iklim, kemungkinan2 pelaksanaan pekerdjaan se-tjara mechanis, keadaan bahan2 pembantu serta bahan2 bangunan, tenaga kerdja dll. Soalnja jalah bahwa tenaga untuk ini sukar diperoleh, karena sudah adanya tugas lain yang harus diselesaikan.
 3. Djika oleh creditor (Perantjis) dianggap perlu untuk mengadakan survey oleh tenaga2 mereka, mengingat credit berdasarkan production sharing, maka sebaiknya:
 - a). survey ini dilakukan sesudah survey2 Indonesia minimal dapat menunjuk 4 (empat) tempat dengan kemungkinan yang terbaik di Kalimantan (bukan Kalimantan Timur sadja) sehingga beaja2 dalam valuta asing, yang masih harus mereka specifiseer, dapat dibatasi seperlunja.

- b). bahwa pihak Indonesia harus membayar ongkos2 survey, memang peraturan ini lazim berlaku dalam dunia perekonomian.
 - c). suraja survey Perantjis terdiri atas expert landdeveloping/ mechani in plantation, expert civil engineering, expert production engineer, general coordinator dengan pengetahuan soal transportation.
 - d). suraja survey tidak dibatasi dalam 2 bulan sadja, mengingat fasilitas2 transport jang sukar, tetapi 6 bulan, sebaiknya dalam musim kemarau.
4. Perlu didjelaskan kepada pihak Perantjis bahwa:
- a). pabrik gula tersebut didasarkan atas proses sulfitasi dengan kapasitas penggilingan 5000 ton tebu/24 djam.
 - b). pembuatan kertas kraft dari ampas untuk pembungkusan gula putih à 25 Kg. untuk consumtie dalam negeri atau untuk hardboard.
 - c). pengolahan tetes mendjadi cattle feed dengan kadar protein jang tinggi untuk export, maupun untuk consumtie ternak dalam Negeri.
 - d). installatie untuk bulktransport guna gula export.
 - e). proyek ini dapat self supporting sesuai surat P.P.N. Gula No. 6739/I/Dir.Pemb./64/Gula tertanggal 14 Nopember 1964 sub. 5 II.
 - f). adanya pengiriman tenaga2 kader ke pabrik2 gula jang memakai systeem Perantjis, baik dalam bidang mechanized plantation, processing, mesin2 serta financieringja atau pembeajaan.
5. Didalam pembittja sebagai dasar, ketentuan2 dari Provisional Agreement.
- a). credit atas dasar production sharing.
 - b). mentjari djalan keluar oleh kedua belah pihak mengenai kebutuhan rupijah.
 - c). joint survey untuk menentukan plant location, dan sebagai pertundjuk surat No. 6709/I/Dir.Pemb/64/gula tertanggal 11 Nopember 1964 dengan tambahan bahwa peraturan terbaru memungkinkan leverancier untuk menjediakan rupijah financiering untuk memenuhi "turnkey delivery" dengan memasukkan dan mendjualnja "consumers goods"
6. Mengingat, bahwa dengan adanya tjatatan2 jang djauh menjimpang dari realitas disini, maka sebaiknya kalau clause2 itu kemudian dapat dirobah untuk memundjukkan kehendak kita jang pasti tentang pendirian pabrik gula itu dan merobahnja hingga lebih sesuai dengan kenjataan.
7. Demikian untuk mendjadikan periksa.

BADAN PIMPINAN UMUM
 PERUSAHAAN PERKEBUNAN GULA NEGARA
 Jd. Direktur Pembangunan,

[Signature]
 (Kolonel Soenjoto).

Nrn. 13683.

Fihak Perantjis akan survey untuk membicarakan kearah mana survey dapat.

Survei spj akan kearah pabrik yg mana yg diimpikan dan rencana hari depan
 Tindakan kepada Jth.: - waste product.

- 1. Dep. Pertanian (3 expl).
- 2. Proyek Kalimantan.
- 3. Archief.

survei spj akan kearah pabrik yg mana yg diimpikan dan rencana hari depan
 spj 17 di survei.
 pl. pr. j. alant. kapur. dsb.
 gudang?
 pabrik diborong sampai ke bedrags keluar oleh Perantjis

65
P. T. INTERCONTINENTAL TRAD. COY.

Tjabang/Branch : Djawa Barat, Alamat/Address : Djl. Merdeka 35, Kamar 3 & 8 Bandung, Telp./Phone : 3856, Kawat/Cable : Intercontinent Bandung.
Bank/Bankers : Bank Umum Negara Kota Djakarta, Bank Dagang Negara Bandung/Gambir Djakarta

Pusat/Headoffice : Surabaya, Alamat/Address : Djl. Kembang Djepun 20, Telp./Phone : U. 1464, Kawat/Cable : Intercontinent Surabaya, Bank/Bankers :
Bank Dagang Negara Surabaya, Bank Niaga P. T. Surabaya, Bank Umum Nasional P. T. Surabaya.

Distributor: Pabrik Tjat & Pernis, P. N. INDAH - Surabaya

Relasi: N. V. voorheen RUHAAK & Co., Den Haag

Surat Tuan :
Your Ref.

Surat Kami : 011164.
Our Ref.

Project No. :

Lampiran :
Enclosure

Perihal : Perkenalan.
Subject

BANDUNG, 4 Nopember 1964.

Kepada Jth:

Paduka Tuan Pres.Dir. B.P.U-P.P.N Gula.

Djl. Imam Bondjol,

D j a k a r t a.

Dengan hormat,

Idzinkanlah kami memperkenalkan pada Paduka Tuan perusahaan kami, P.T.INTERCONTINENTAL TRAD.COY, tjabang Djawa Barat, dengan alamat: djl.Merdeka 35, Bandung. Sebagai pendjelasan perlu kami terangkan disini, bahwa kami bergerak didalam bidang2:

1. Perdagangan lokaal. (Techn.artikelen, tjat2 P.N.INDAH, minjak2 mesin.)
2. Import dengan rupiah financieering,
3. Krediet luar negri. (djangka pendek/pandjang.)
4. Produksi-programma N.V. voorheen RUHAAK & CO, den Haag., jang meliputi programma dari pada \pm 50 pabrik diEuropa, Inggris dan U.S.A.,
5. Perlengkapan (spare parts/units) pabrik2 gula.

Terachir kami mengharapakan, agar kami diberi kesempatan oleh Paduka Tuan untuk ikut membantu merealiseer programma Paduka Tuan untuk mengintensiveer produksi pabrik2 gula jang ada dibawah pengawasan Paduka Tuan.

Atas perhatian Paduka Tuan kami mengutjapkan banjak trima kasih.

Hormat kami,

P. T. INTERCONTINENTAL (INDONESIA) TRADING Co.

(I. T. C.)

(D. M. J. A. D. I.)
Ahli teknik. MANAGER

"TRUE COPY"

SURVEY AGREEMENT

This agreement made and entered into by and between Badan Pimpinan Umum Perusahaan Gula Negara, a corporate body organized and existing under and by virtue of the laws of the Republic of Indonesia, having its main office in Djakarta (hereinafter referred to as First Party) and Société d'Etudes et de Réalisations Industrielles Renault Engineering, a corporate body organized and existing under and by virtue of the laws of the Republic of France, having its main office at Billancourt, France, (hereinafter referred to as Second Party).

Witnessed :

WHEREAS : First Party is desirous, in reference to the Sugar Development Program within the framework of the Overall Eight Year Plan for National Development, to seek the cooperation of Second Party in undertaking a Joint Survey for the preparation of the Establishment of :

(1) a Machinery-Plant & Workshop to serve the Java - Sugar factories, and

(2) a Cane Sugar Plant in Kalimantan.

WHEREAS : Second Party agrees to send a mission for the purpose of such joint survey :

WHEREAS : A Provisional Agreement was concluded between the R.I. Compartment of Agriculture and Agrarian Affairs and Renault Engineering and Gallec S.A. of Paris, France, on 15th of October 1964, concerning the establishment of a Cane Sugar Plant and the necessary joint-survey(s).

NOWHEREFORE: in consideration of the above premises both Parties have agreed as follows :

Article I

Scope and Subject of the Survey

1. The survey shall cover :

a. For the Machinery Plant & Workshop to serve the Java Sugar factories :

a.1 A general lay out for their establishment taking into account the actual production of existing Machinery Plants and Workshop now serving domestic industries in general;

a.2 A final preproject covering the cost of material and equipment to be imported as well as locally procured, time of deliveries, civil engineering and technical assistance.

b. For the Cane Sugar Plant

b.1 A general lay out and programme for the production of cane needed for the supply of raw material to be processed in the Cane Sugar Plant;

../

b.2 A final preproject covering the cost of all material and equipments to be imported as well as locally procured, time of deliveries, civil engineering and date of delivery of the plant coming into production and technical assistance.

2. The aim of the survey shall be :
 - a. Location advices study and
 - b. Pre-Project.

Article II

Location Advices Study

1. The purpose of this study is to determine the best location for the erection of both the Machinery - Plant & Workshop as well as of the Cane Sugar Plant.
In both cases this study shall be limited to two sites out of four to be nominated by First Party.
2. For this survey Second Party will send a Mission of engineers composed of :
 - a. For the Machinery - Plant & Workshop :
 - a.1 Chief Engineer, Leader of Mission
 - a.2 Foundry Specialist
 - a.3 Machining Specialist
 - b. For the Cane Sugar Plant :
 - b.1 Chief Engineer, Leader of Mission
 - b.2 Tropical Plantation Specialist

b.3 Sugar production Engineer

b.4 Civil Engineer.

3. In undertaking the study the Mission shall take into consideration the following matters :

a. For the Machinery - Plant & Workshop :

a.1 the kinds and quantities of equipment and spare parts to be produced annually in Indonesia to meet the needs of the existing Java - sugar factories ;

a.2 the kind of repair and services needed by the same sugar factories ;

a.3 the facilities already available in Indonesia which are rendering similar services to the Java sugar factories.

a.4 financial profitability studies :

b. For the Cane Sugar Plant :

b.1 Conditions of soil, climate and rainfall for cane cultivation ;

b.2 Conditions of communication : nearest harbour facilities, surface transportation, waterways etc. ;

b.3 Conditions of soil in connection with construction purpose ;

b.4 Information on availability of water, lime and building materials ;

b.5 Financial profitability studies.

First Party shall endeavour to have the assistance of all proper Government Research Institutions and/or Stations rendered to the Mission whenever deemed necessary.

4. The following time schedule has been agreed upon by both Parties in regard to the surveys to be undertaken :

For the Machinery - Plant & Workshop and for Cane - Sugar Plant.

Estimated time required for the survey in Indonesia : 1 to 2 months.

Estimated date of submission of survey - report by Second Party to First Party : 5 months from date leaving Indonesia. Commencement of work and time-schedule outlined above shall start from the date as requested by First Party in a written confirmation, however with one month notice. This request shall be submitted to Second Party within one month after this Agreement has been enforced.

5. First Party shall study the above mentioned reports and notify Second Party of its approval within two months after receipt of those reports from Second Party.

Article III

P r e - P r o j e c t .

1. This phase of the survey shall cover the following :
 - a. Estimate and Requirements for Establishment of the Plants:
 - a.1 Machinery and Equipment to be imported
 - a.2 Materials and labour to be procured domestically,

a.3 Technical Assistance ,

a.4 Time schedule of :

- (1) deliveries of Machinery and Equipment
- (2) civil engineering works
- (3) plants to start operation

b. The amount in US \$ required for the implementation of the Projects and to be provided by the Second Party to First Party on a credit/production sharing basis.

2. The complete report concerning this phase of the survey shall be submitted by Second Party for approval to First Party within two months after the respective reports on Location Advice Study have been approved by First Party.

Article IV

Responsibility of First Party

1. First Party's responsibilities shall be as follows :
 - a. The appointment of a fully responsible team to prepare and take part in the joint-survey ;
 - b. The provision and payment of domestic transportation, board, lodging, laboratory facilities and services for researches and analysis, etc.
 - c. To make available financial and cost data based on a questionnaire to be handed over to Second Party together with the approval of First Party of the report as mentioned in Article III, paragraph 5.

- d. Payment of local (rupiah) expenses in relation to the survey.
 - e. Payment of Airtickets Paris-Djakarta v.v. and airfreight of necessary survey equipment.
2. The cost of the surveys in foreign exchange is estimated at :
- US \$ 40,817 for the Machinery Plant and Workshop
 - US \$ 28,572 for the Cane - Sugar Plant.
- This cost will be borne by First Party.

Article V

Condition of Enforcement and Payment.

1. Condition of Enforcement (Enforcement date)

This Agreement is deemed to be enforced only when the following conditions have been fulfilled :

- a) Signing of the agreement
- b) Approval of both Indonesian and France Governments
- c) Notification in Paris of the letter of credit
- d) Receipt of air return-tickets.

Should the present Agreement not be enforced within 3 months from the date of its signature, both Parties will be free of any commitments unless specifically agreed in writing by both Parties.

2. Conditions of Payment

An irrevocable letter of Credit will be opened by Bank Indonesia in favour of the Second Party, available in Paris and payable against simple receipt of Second Party

stating that they are entitled "bona fide" to this payment on the basis of Article VI A paragraph 3,4 and 5, and or Article VI B paragraph 3,4 and 5.

Validity of letter of credit shall be 22 months with a possibility of extention in accordance with Article VII paragraph 1.

Article VI

Conclusion of Final Contract for the Establishment of the Plants.

A. Machinery Plant & Workshop.

1. After the Report on the Pre-Project as mentioned in Article III has been approved by First Party, and agreement has been reached concerning terms and conditions of the Credit to be provided by First Party, then both Parties shall enter into a Final Contract for the establishment of the Plants mentioned in Article I, within four months of submittance of complete report as mentioned in Article III, paragraph 2.
2. In such case the cost of the survey as mentioned in Article IV paragraph 2, shall be included in the Final Contract and shall form a part of the total credit to be provided by First Party.
3. If approval as mentioned in Article III paragraph 2 is not given by First Party, then First Party undertakes to reimburse to Second Party the amount (s) mentioned in Article IV paragraph 2.

4. If a Final Contract is not concluded within 4 months after approval by First Party of Second Party's report on Pre-Project, then First Party undertakes to reimburse to Second Party the amount (s) as mentioned in Article IV paragraph 2.
5. The said commitment shall apply and payment due under the same conditions should such a Final Contract not become effective within six months after the date of its signing.

B. Cane Sugar Plant.

1. After the Report on the Pre-Project as mentioned in Article III has been approved by First Party, and agreement has been reached concerning terms and conditions of the credit to be provided by First Party, then both Parties shall enter into a Final Contract for the establishment of the Plants mentioned in Article I., within four months of submittance of complete report as mentioned in Article III paragraph 2.
2. In such case the cost of the survey as mentioned in Article IV paragraph 2, shall be included in the Final Contract and shall form a part of the total credit to be provided by First Party.
3. If approval as mentioned in Article III paragraph 2 is not given by First Party, then First Party undertakes to reimburse to Second Party the amount(s) mentioned in Article IV paragraph 2.
4. If a Final Contract is not concluded within 4 months after the approval by First Party of Second Party's report on Pre-Project, then First Party undertakes to reimburse to Second Party the amount as mentioned in Article IV paragraph 2.

5. The said commitment shall apply and payment due under the same conditions should such a Final Contract not become effective within six months after the date of its signing.

Article VII

General Provisions

1. Should the actual time required for the survey exceeds 2 months, both Parties agree that all subsequent stages in the realization of this Agreement will be adjusted in accordance with the extent of the exceeding period.
2. Any dispute arising out of or relating to this Agreement shall be referred to the Court of Arbitration of the International Chamber of Commerce in Paris for its settlement.

This Agreement is executed in quadruplicate in the English language in Djakarta on the ninth day of June 1965

For the First Party

For the Second Party

R. SOENGGONO
Financial Director

MICHEL TELINGE
Finance Manager