

# Safeguards Due Diligence Report

---

Project Number: 52282-001  
February 2023

## Indonesia: Geothermal Power Generation Project

Prepared by PT Geo Dipa Energi (Persero) for the Asian Development Bank

The Safeguards Due Diligence Report is a document of the borrower. The views expressed herein do not necessarily represent those of ADB's Board of Directors, Management, or staff, and may be preliminary in nature. Your attention is directed to the "terms of use" section of this website.

In preparing any country program or strategy, financing any project, or by making any designation of or reference to a particular territory or geographic area in this document, the Asian Development Bank does not intend to make any judgments as to the legal or other status of any territory or area.

## ABBREVIATIONS

ADB	Asian Development Bank
AHs	Affected Households
APs	Affected Persons
CAP	Corrective Action Plan
CSR	Corporate Social Responsibility
DDR	Due Diligence Report
EA	Executing Agency
GoI	Government of Indonesia
GPGP	Geothermal Power Generation Project
GRM	Grievance Redress Mechanism
PIB	Project Information Booklet
MOF	Ministry of Finance
MOEF	Ministry of Forestry and Environment
MSOE	Ministry of State-Owned Enterprises
NGO	Non-government organization
RCS	Replacement Cost Study
SES	Socioeconomic Survey
SIA	Social impact Assessment
SPS	Safeguard Policy Statement

## TABLE OF CONTENTS

ABBREVIATIONS	ii
TABLE OF CONTENTS	iii
I. Introduction	1
A. Background	1
B. Sub-project Description	2
II. Due Diligence Purpose and Methodology	3
III. Needs and Impacts Land Acquisition (past and present)	4
Land Acquired from PT. Perkebunan Nusantara VIII Rancabolang	11
IV. Consultation and Grievance Redress Mechanism	13
V. Institutional Arrangements	19
A. Institutional Arrangements	19
VI. Compliance Assessment	23
VII. Corrective Action Plan	25
Appendix 1: Ministry of SOE and MOF Approval on Release of PTPN VIII's Land to GDE for Geothermal Development Facilities Agreement between PTPN VIII and GDE on Acquisition of PTPN's Land to be Used for Geothermal Development Facilities	28
Appendix 2: Letter of Agreement Number SP/D.III/812/IX/2004 on Release of Concession Land from PTPN VIII to GDE	30
Appendix 3: Location Certificate	35
Appendix 4: A Letter of Agreement Number: PRJ/III.4/1876/XI/2020; 029/PJ/PST.00-GDE/XI/2020	41
Appendix 5: Summary of Stakeholder Consultations	55
Appendix 6: Project Information Booklet Patuha Geothermal Expansion Sub-project	73
Appendix 7: Attendance List for Public Consultation Participants	78
Appendix 8. Photolog	81
<i>Appendix 9. lay-out Map of The Additional Project Components</i>	82
Appendix 10. Addendum to Collaborative Agreement between PT. Perkebunan Nusantara VIII (Persero) and PT Geo Dipa Energi regarding Lease of a part of the HGU Land of the Rancabolang Plantation No. ADD/IV.1/365/IV/2013.	83

## I. Introduction

### A. Background

1. The Geothermal Power Generation Project (GPGP) will support the expansion of Indonesia's geothermal generating capacity to contribute to the sustainability, resilience and adequacy of the electricity system, in line with the Sustainable Development Goals (SDGs) 7 and 13, on: access to affordable, reliable resources, sustainable and modern energy for all; and urgent action to combat climate change and its impacts. The project will support PT Geo Dipa Energi (GDE), a state-owned geothermal company focused on developing and operating geothermal resources, to commission an additional 110 megawatts (MW) of geothermal power generation capacity—55 MW at the Dieng geothermal field in Central Java and 55 MW at the Patuha geothermal field in West Java.
2. For the Indonesian government, this project also has the following long-term strategic impacts: (i) the contribution of geothermal energy in Indonesia's electricity supply is increasing; and (ii) the increase in renewable energy in the electricity sub-sector, thereby contributing to the reduction of carbon emissions into the atmosphere. The result is an increase in the adequacy and sustainability of the energy supply for Indonesia.
3. Asian Development Bank (ADB), through Loan No. 3928 INO and Loan 8380-INO, supports PT. Geo Dipa Energy (GDE) to develop geothermal energy in Indonesia. The loan is bound by obligations which include obligations for regular reporting of environmental and social activities, impacts and mitigation of the Project.
4. Based on Aide Memoire for Loans 3928 and 8380 - INO: Geothermal Power Plant Project (GPGP) Safeguards and Loan Review Missions, dating from 7 – 11 March 2022 and 22 March – 4 April 2022 respectively, GDE's PMU requested to conduct due diligence for additional project components<sup>1</sup> that have not covered in the Due Diligence Report (DDR) Patuha 2 approved in 2019.
5. Based on involuntary resettlement (IR) and indigenous peoples (IP) screening categorization<sup>2</sup>, it was concluded that additional project components have been categorized as C for IR and IP. As such no resettlement plan is required, but that Due Diligence need to be conducted to determine whether the previous actions related to social protection are in accordance with ADB's safeguards principles and requirements, and to identify and plan appropriate measures to address outstanding compliance issues. The action plan will define corrective/corrective actions, required budget, time frame, and responsible parties for completion of compliance requirements.

---

<sup>1</sup> Subproject components has not covered in the DDR 2019 can be seen in Table 2 below

<sup>2</sup> Based on screening and categorization instruments provided in ADB SPS, 2009.

## B. Sub-project Description

6. GDE's geothermal plant in Patuha is located in the mountainous area of Ciwidey Sub-district, Bandung Regency, West Java Province. Patuha was initially developed in 1996-1998 by Patuha Power Limited (PPL, a wholly owned company of Call Energy, USA). Call Energy exited Indonesia in 1999, and the Patuha field was taken over by GDE in 2002. In 2014 GDE commissioned Patuha Unit 1 Power Plant using the well that Call Energy drilled. Space and facilities for the Patuha Unit 2 Power Plant and electrical connection have already been provided as part of Patuha Unit 1 construction.
7. The existing Patuha PLTP complex and the Patuha-2 expansion sub-project area are quite far from community settlements (approximately 1 km). The GDE power plant is located in an inaccessible area for residents. Security guards the complex around the clock to prevent the occurrence of various disturbances that may arise around the project.
8. The expansion of the existing geothermal facilities (Patuha-2 sub-project) will consist of the following components:
  - i) construction of a new power plant - Patuha Unit 2 (Loc GPP);
  - ii) the drilling of 11 new wells:
    - a) 9 new wells will be drilled in existing wellpads viz. Wellpad 4 (Loc G), Wellpad 5 (Loc W), Wellpad 7 (Loc V) and Wellpad 6 (Loc U), and
    - b) 3 new wells will be drilled in a new (proposed) wellpad - Wellpad 9 (Loc BB);
  - iii) construction of a condensate line from the new power plant to existing Wellpad 1 (Loc A); and
  - iv) construction of about 200 m of transmission lines from the new power plant to the sub-station.
9. Due diligence to the land use for those subproject components and corrective action has been covered in the approved DDR 2019 (see Table 3-2 on the DDR 2019). During project implementation there are more location within Patuha Unit 1 land use by Patuha unit 2 for various sub project activities. Additional sub project components and the status of land can be seen in Table 2 below, while the lay out shown in **Appendix 9. lay-out Map of The Additional Project Components**.

## II. Due Diligence Purpose and Methodology

10. Based on preliminary social safeguards site reconnaissance, all the additional project components are located on the GDE premises, no land acquisition is required and no resettlement impacts are identified. However, the DDR is required to assess compliance on social aspects, and to formally confirm the social safeguard compliance status. Where non compliance is identified, a corrective action plan will be prepared by GDE to address the issues, in agreement with ADB.
11. The specific objectives of conducting this due diligence are:
  - a. To assess project/sub-project preparation or implementation activities to date with respect to applicable national policies/procedures, Implementing Agency's Standard Operating Procedures, and the ADB SPS, 2009 concerning social safeguards, based on information received, site observation, and interviews with affected peoples and other key stakeholders.
  - b. To assess the likely social impacts and project mitigation measures with respect to land acquisition, compensation, and involuntary resettlement, including on communal properties, if any, in terms of displacement, loss of incomes, and community relationships.
  - c. To ascertain, in case of any adverse impact(s), if appropriate mitigation measures have been taken during the project planning, designing and frameworks established for carrying out safeguard measures during the implementation stage to minimize and mitigate any adverse impacts.
12. The methodology used for the due diligence assessment is as follows:
  - a. Document review - secondary data collection (including available official records) and data analysis from GDE team.
  - b. Carrying out field survey activities for each component to be studied in DDR (Due Diligence Report).
  - c. Conducting discussion/interviews with relevant parties for the past land acquisition activities regarding each component, such as GDE (Unit 1 and Unit 2). Relevant parties include the landowners/heirs, village heads, informal leaders and parties who know the history of land acquisition process for each component in the scope of this DDR.

### III. Needs and Impacts Land Acquisition (past and present)

13. The Additional Patuha-2 sub project components have not been covered in the approved DDR 2019 located in or across 3 villages and 3 sub-districts, as shown in **Table 1** below.

**Table 1. Villages traversed by Patuha-2 sub-project components**

District	Sub-District	Village
Bandung	Ciwidey	Panundaan
Bandung	Rancabali	Alamendah
Bandung	Pasir Jambu	Suguhmukti

14. These additional Patuha 2 sub project components are located in the GDE owned land that obtained by acquired or leased from the PTPN VIII Rancabolang. Table 2 describe the additional sub project components, area land ownership status and the evidence. Based on the field observation, there will no involuntary resettlement impacts - no sharecroppers used the land, and no restriction of plantation workers access to their workplace (tea gardens and factory).

**Table 2. Summary of Additional Sub Project Component Area and the Land Status**

No	Component	Location		Landowner	Acquired / Leased	Document		Required Area			Total Area as Per Certificate	Remarks	IR Impact
		Location	Well			Type	Available / Not yet	Length (m)	Width (m)	Area (m <sup>2</sup> )			
1	Used for drilling separator equipment storage. Production well.	Location H	PPL 2	GDE	Acquired from PTPN VIII Rancabolang	<ul style="list-style-type: none"> <li>HGB<sup>3</sup> certificate No.HGB-00001 in 2016, valid until 2045.</li> <li>State Owned Enterprise (SOE) Minister's Letter No S-401/MBU/2003 on approval to release part of PTPN' land to GDE</li> <li>Letter of Agreement Number SP/D.III/812/IX/2004 No.KTR.003/GDE/IX/2004 on Acquisition of PTPN's Land to be Used for Geothermal Development Facilities</li> <li>GDE Director Decree No. 014.2.SK/PST.00-GDE/VI/2015.</li> </ul>	Available				17.795 m <sup>2</sup>	Will be used as Production well.	No Impact
2	<ol style="list-style-type: none"> <li>Temporary Office.</li> <li>Layout area</li> <li>Site yard for storing junk material in the form of chemicals</li> <li>Warehouse Building</li> <li>Guardhouse</li> <li>Dumping area</li> </ol>	Location GI and SY	-	GDE	Acquired from PTPN VIII Rancabolang	<ul style="list-style-type: none"> <li>HGB certificate No. HGB-00004 in 2016, valid until 2046.</li> <li>SOE Minister's Letter BUMN No S-401/MBU/2003 on approval to release part of PTPN' land to GDE</li> <li>Letter of Agreement Number SP/D.III/812/IX/2004 No.KTR.003/GDE/IX/200</li> </ul>	Available				151.650 m <sup>2</sup>	<ul style="list-style-type: none"> <li>Certified with HGB status</li> <li>The area of the power plant is 3,178. 54 m2</li> <li>Power Plant Patuha-2 to be built near existing power plant</li> </ul>	No Impact

<sup>3</sup> Building Use Right certificate-HGB certificate is the right to construct and own buildings on land that is not his own for a certain period of time. The land is state-owned land, formerly part of PTPN VIII land concession, granted by the Ministry of SOE to use by GDE for geothermal development programs.



No	Component	Location		Landowner	Acquired / Leased	Document		Required Area			Total Area as Per Certificate	Remarks	IR Impact
		Location	Well			Type	Available / Not yet	Length (m)	Width (m)	Area (m <sup>2</sup> )			
						4 on Acquisition of PTPN's Land to be Used for Geothermal Development Facilities <ul style="list-style-type: none"> <li>GDE Director Decree No. 014.2.SK/PST.00-GDE/VI/2015.</li> </ul>							
3	1. Integrated Garbage Disposal. 2. Garden Farming 3. Green House.	Dormitory Area	-	GDE	Acquired from PTPN VIII Rancabolang	<ul style="list-style-type: none"> <li>HGB certificate No.HGB-00011 in 2016, valid until 2046</li> <li>SOE Minister's Letter BUMN No S-401/MBU/2003 on approval to release part of PTPN' land to GDE</li> <li>Letter of Agreement Number SP/D.III/812/IX/2004 No.KTR.003/GDE/IX/2004 on Acquisition of PTPN's Land to be Used for Geothermal Development Facilities</li> <li>GDE Director Decree No. 014.2.SK/PST.00-GDE/VI/2015.</li> </ul>	Available				20.268 m2	This land is additional land that was given by PTPN VIII to GDE because when measurements were made by the BPN the total area of the facility location was still lacking, so this land was added by PTPN VIII to fulfill the area required by GDE.	No Impact
4	1. Scrap storage from perforated casing drilling. 2. Water pond. 3. Booster pump. 4. Junk Area (B3 waste).	Location J	-	GDE	Acquired from PTPN VIII Rancabolang	<ul style="list-style-type: none"> <li>HGB certificate No.HGB-00012 in 2016, valid until 2046</li> <li>SOE Minister's Letter BUMN No S-401/MBU/2003 on approval to release part of PTPN' land to GDE</li> </ul>	Available				62.445 m2	-	No Impact

No	Component	Location		Landowner	Acquired / Leased	Document		Required Area			Total Area as Per Certificate	Remarks	IR Impact
		Location	Well			Type	Available / Not yet	Length (m)	Width (m)	Area (m <sup>2</sup> )			
						<ul style="list-style-type: none"> <li>Letter of Agreement Number SP/D.III/812/IX/2004 No.KTR.003/GDE/IX/2004 on Acquisition of PTPN's Land to be Used for Geothermal Development Facilities</li> <li>GDE Director Decree No. 014.2.SK/PST.00-GDE/VI/2015.</li> </ul>							
5	1. Optional drill cutting storage. 2. water treatment. 3. water tank 2 ea. 4. Water booster	Location I	-	GDE	Acquired from PTPN VIII Rancabolang	<ul style="list-style-type: none"> <li>HGB certificate No. HGB-00012 in 2016, valid until 2046</li> <li>SOE Minister's Letter BUMN No S-401/MBU/2003 on approval to release part of PTPN' land to GDE</li> <li>Letter of Agreement Number SP/D.III/812/IX/2004 No.KTR.003/GDE/IX/2004 on Acquisition of PTPN's Land to be Used for Geothermal Development Facilities</li> <li>GDE Director Decree No. 014.2.SK/PST.00-GDE/VI/2015.</li> </ul>	Available				27.285 m <sup>2</sup>		No Impact
6	Used as a booster pump.	Booster B (Water Booster)	-	GDE	Acquired from PTPN VIII Rancabolang	<ul style="list-style-type: none"> <li>HGB certificate No. HGB-00004 in 2016, valid until 2046</li> <li>SOE Minister's Letter BUMN No S-</li> </ul>	Available	10 m	1,230 m		60 m <sup>2</sup>	7 meters for inspection lines and 3 meters for pipelines	No Impact

No	Component	Location		Landowner	Acquired / Leased	Document		Required Area			Total Area as Per Certificate	Remarks	IR Impact
		Location	Well			Type	Available / Not yet	Length (m)	Width (m)	Area (m <sup>2</sup> )			
						<p>401/MBU/2003 on approval to release part of PTPN' land to GDE</p> <ul style="list-style-type: none"> <li>Letter of Agreement Number SP/D.III/812/IX/2004 and Ktrk No 003/GDE/IX/2004 on acquisition of PTPN's land for Geothermal Dev Facilities.</li> <li>GDE Director Decree No. 014.2.SK/PST.00-GDE/VI/2015.</li> </ul>							
7	Water intake and Booster pump	Cipaku Water Intake	-	GDE	Acquired from PTPN VIII Rancabolang	<ul style="list-style-type: none"> <li>HGB certificate No. HGB-00004 in 2016, valid until 2046</li> <li>SOE Minister's Letter BUMN No S-401/MBU/2003 on approval to release part of PTPN' land to GDE</li> <li>Letter of Agreement Number SP/D.III/812/IX/2004 and Ktrk No 003/GDE/IX/2004 on acquisition of PTPN's land for Geothermal Dev Facilities</li> <li>GDE Director Decree No. 014.2.SK/PST.00-GDE/VI/2015.</li> </ul>	Available				445 m <sup>2</sup>		No Impact

No	Component	Location		Landowner	Acquired / Leased	Document		Required Area			Total Area as Per Certificate	Remarks	IR Impact
		Location	Well			Type	Available / Not yet	Length (m)	Width (m)	Area (m <sup>2</sup> )			
8	Water Pipeline	Cipaku Water Intake to Booster B (Water Pipeline)	-	GDE	Leased from PTPN VIII Rancabolang	<ul style="list-style-type: none"> <li>Letter of agreement Number: SP/V.3/1261/X11/2010 and Number: KTR.008/DIRUTGDE/XII/2010</li> <li>Land Leased; Letter of Agreement Number SP/D.III/812/IX/2004, valid until 2030.</li> <li>A Letter of Agreement Number: PRJ/III.4/1876/XI/2020; 029/PJ/PST.00-GDE/XI/2020</li> </ul>	Available	960 m	1 m			SAG <sup>4</sup> status with a land lease system for 10 years.	No Impact
9	Water Pipeline	Booster B to Lokasi I (Water Pipeline)	-	GDE	Leased from PTPN VIII Rancabolang	<ul style="list-style-type: none"> <li>Letter of agreement Number: SP/V.3/1261/X11/2010 and Number: KTR.008/DIRUTGDE/XII/2010</li> <li>Land Leased; Letter of Agreement Number SP/D.III/812/IX/2004, valid until 2030.</li> <li>A Letter of Agreement Number: PRJ/III.4/1876/XI/2020; 029/PJ/PST.00-GDE/XI/2020</li> </ul>	Available	900 m	1 m			SAG status with a land lease system for 10 years.	No Impact

<sup>4</sup> Steamfield Above Ground (SAG) System or steam pipelines

No	Component	Location		Landowner	Acquired / Leased	Document		Required Area			Total Area as Per Certificate	Remarks	IR Impact
		Location	Well			Type	Available / Not yet	Length (m)	Width (m)	Area (m <sup>2</sup> )			
10	Water Pipeline	Lokasi I to Lokasi J (Water Pipeline)	-	GDE	Leased from PTPN VIII Rancabolang	<ul style="list-style-type: none"> <li>Letter of agreement Number: SP/V.3/1261/X11/2010 and Number: KTR.008/DIRUTGDE/XII/2010</li> <li>Land Leased; Letter of Agreement Number SP/D.III/812/IX/2004, valid until 2030.</li> <li>A Letter of Agreement Number: PRJ/III.4/1876/XI/2020; 029/PJ/PST.00-GDE/XI/2020</li> </ul>	Available	1000 m	1 m			SAG status with a land lease system for 10 years.	No Impact

### **Land Acquired from PT. Perkebunan Nusantara VIII Rancabolang**

15. Additional subproject components located in Loc H, Loc GI& SY, Dormitory Area, Loc J, Loc I, Booster B and Cipaku Water Intake was built on land that was acquired from State Owned Plantation Enterprise - PTPN VIII Rancabolang
16. Release of PTPN's land to GDE for geothermal development facilities was carried out in 2004 after obtaining approval from the Minister of State-Owned Enterprises (SOE) and the Minister of Finance in 2003. The agreement to release the land approval is provided in (**Appendix 1**). In 2004, an agreement was made between PTPN VIII Rancabolang and GDE on acquisition of PTPN's land to be used for Geothermal facilities (Letter of Agreement Number SP/D.III/812/IX/2004 No.KTR.003/GDE/IX/2004 – **See Appendix 2**). The letter stipulated the agreement to relinquish 367,569 m<sup>2</sup> of Rancabolang plantation land and 20,237 m<sup>2</sup> of Rancabali plantation land covering an area of 279,948 m<sup>2</sup> covering Location H, Location GI & SY, Location I, Location J, Dormitory Area, Booster B and Cipaku Water Intake. The agreement provides that compensation payment for land and other affected asset would be made in 12 stages until the year of 2006. Determination of the value of compensation was carried out by the Directors of PTPN VIII by establishing a Price Estimator Committee consisting of a PTPN VIII representative (official), a representative of the Ministry of SOE (staff) and other relevant institutions
17. Certification of the acquired land was carried out in 2010 and completed in 2016. Building Use Right certificate-HGB certificate issued by National Land Agency (BPN) and West Java Land Office on behalf of Geo Dipa Energi, valid until 2045, 2046 and 2050 (certificates attached in the **Appendix 3**).

### **Land Lease from PTPN VIII Rancabolang**

18. The Minister of SOE issued a regulation that prohibits the sale of assets owned by state owned enterprise (SOE) in 2010. Therefore from 2010 onwards PTPN's land use for developing geothermal facilities was carried out by leasing instead of acquisition. The provision of leasing procedure was regulated in the GDE Director Decree No. 014.2.SK/PST.00-GDE/VI/2015 concerning Standard Operation and Procedures, section 18 on Procedure of Procurement and Borrowing of Plantation Land.
19. Land required for steam and pipeline routes was leased in 2010 for a period of 10 years. The lease may be extended on provision that GDE submits an extension application in writing to PTPN no later than 12 months before the end of agreement. The arrangement of compensation payments for rent are as follows : (i) for the first year, compensation value consists of compensation for land, compensation for building and trees, business value/benefit compensation, value added tax,

and land – building tax; (ii) the compensation value for the second year onwards consists of compensation for land, value added tax and land–building tax; (iii) If the leasing agreement is extended, GDE is only required to pay compensation per point (ii).

20. The first leasing agreement for pipeline was made between GDE and PTPN VIII Rancabolang in 17 December 2010, with the total leased was approximately 44,868,733 m<sup>2</sup> with. The leasing agreement was amended in 2013 (see **Appendix 10**), added total area to be leased become 45,690,733 m<sup>2</sup>. The leased land is including the area 2,860 m<sup>2</sup> use for water pipeline from Cipaku to Booster B, pipeline from Booster B to Location I and water pipeline from location I to location J. The leasing agreement has been amendment in 2020, so the land is available until 2030 (see Appendix 4).

21. IR Triggers<sup>5</sup>. IR was not triggered in the case of land acquired or leased from PTPN VIII Rancabolang. No croppers use plantation land and no restriction of tea plantation workers to the tea plantation.

---

<sup>5</sup> Affected people have lost their productive base, business, jobs or other income source, regardless of whether they have lost their houses, condition of displaced persons are worse off, they risk impoverishment and alienation which may result in landlessness, joblessness, homelessness, marginalization, morbidity, food insecurity, loss of access to common property and social disorganization including crime and substance abuse (ADB Resettlement Handbook, Chapter 7, p.61).

#### IV. Consultation and Grievance Redress Mechanism

22. **Public Consultation.** Consultations with communities from 3 affected villages around the project area were carried out during the month of September 2022. On 20 September 2022, the consultations with the community of Sugihmukti Village were held at the house of the RW head of Kampung Kendeng. Another consultation was carried out with the community from Panundaan Village on 21 September 2022 at *Rumah Nenek* restaurant, Pandundaan Village. The consultation with the Alamendah Village community was carried out on 21 September 2022 at the Desa Wisata Alamendah (Tourist Village) office. The consultations with the community from the 3 affected villages were attended by representatives of village officials, community leaders, village cadres, and the community, considering the gender composition.
23. This consultation is carried out with the aim of obtaining information related to the perception, impact of the project, expectations of the affected community, and communities' suggestions and opinions related to the project.

**Table 3. Summary Consultations Held in Preparation of DDR for Additional Project Component Have Not Covered in the DDR 2019**

No	Date	Venue	Agenda	Participants (M/F)		Key issues discussed
				M	F	
1	<b>20 September 2022</b>	Sugihmukti	<ol style="list-style-type: none"> <li>Exploring information related to public perception.</li> <li>Exploring information related to the project's impact on the community.</li> <li>Exploring information related to community expectations.</li> </ol>	12	7	<p>Communities Perceptions:</p> <ul style="list-style-type: none"> <li>The community in general supports the Patuha 2 Project.</li> <li>The community representatives have the perception that so far the project has helped the community a lot through various assistance programs for the community.</li> <li>The community generally also has the perception that so far the project has not had much negative impact on their livelihoods.</li> </ul>
2	<b>21 September 2022</b>	Panundaan	<ol style="list-style-type: none"> <li>Exploring information related to public perception.</li> <li>Exploring information related to the project's impact on the community.</li> <li>Exploring information related to community expectations.</li> </ol>	8	7	<ul style="list-style-type: none"> <li>The community representatives also highlighted the impact of project mobilization, especially the impact on communities living around the mobilization route, such as noise, vibration due to heavy vehicles and so on.</li> </ul> <p><b>Community Expectations</b></p> <ul style="list-style-type: none"> <li>The project is expected to employ local workers from affected villages.</li> </ul>
3		Alamendah		9	5	



No	Date	Venue	Agenda	Participants (M/F)		Key issues discussed
				M	F	
	<b>21 September 2022</b>		<ol style="list-style-type: none"> <li>1. Exploring information related to public perception.</li> <li>2. Exploring information related to the project's impact on the community.</li> <li>3. Exploring information related to community expectations.</li> </ol>	<ul style="list-style-type: none"> <li>• Village Officials</li> <li>• Head of RW</li> <li>• Communities</li> <li>• Patuha Uni 2</li> <li>• PMC Social Safeguard</li> </ul>	<ul style="list-style-type: none"> <li>• The recruitment process must be more transparent and accountable.</li> <li>• The community hopes that the project, together with the village government, will be able to encourage new livelihoods outside of agriculture.</li> <li>• The project is expected to participate in maintaining the condition of the natural environment.</li> </ul>	

24. **Communities Perceptions.** Based on the results of meaningful consultations with communities from the 3 affected villages regarding the Patuha 2 sub-project, there were several notes related to perceptions of the project, namely:

- a. The community in general supports the Patuha 2 Project, because so far, the project has often carried out socialization to the community related to project activities and people therefore feel familiar and somewhat comfortable with the explanations provided.
- b. The community representatives have the perception that so far, the project has helped the community a lot through various assistance programs for the community such as assistance for MSMEs, scholarship assistance, basic food assistance, assistance in handling COVID-19, assistance to Bumdes and so on.
- c. The community generally also has the perception that so far, the project has not had much negative impact on the livelihoods of the community, most of whom are farmers.
- d. The community representatives also highlighted the impact of project mobilization, especially the impact on communities living around the mobilization route, such as noise, vibration due to heavy vehicles and so on. However, according to the community present in the meetings, the project parties have compensated and responded appropriately when there was damage or complaints due to the mobilization activities.

25. **Community Expectations.** Communities from the 3 affected villages have a number of expectations regarding the project, such as:

- e. The project is expected to employ local workers from affected villages.
- f. The recruitment process must be more accountable.

- g. The community hopes that the project, together with the village government, will be able to encourage new livelihoods outside of agriculture, such as the creative economy in tourism, food processing, multimedia and so on.
- h. The project is expected to participate in maintaining the condition of the natural environment, especially several forest springs that are used by the community for both land irrigation and for daily needs (High Conservation Value).
- i. The community hopes that if there is assistance from the project, it can be distributed evenly between and within villages.

26. **Gender Strategy.** From the gender and social dimension aspects, the project is categorized as having effective gender mainstreaming (EGM), which means the project outcome does not explicitly address gender equality or women's empowerment, but the project outputs do contribute to addressing gender equality and/or women's empowerment by narrowing gender disparities. The following measures have been adopted to address gender issues as well as for other vulnerable communities in this sub-project:

- j. Any meeting and/ or consultation will be held at a time and venue convenient for women to ensure at least 30% participation of women in any formal discussions of project activities with local communities.
- k. Women will be given an equal chance of getting hired for unskilled work and receive equal remuneration for the same work which may be performed by then or by men.
- l. Women, the elderly, and disabled will be prioritized in the project's Community Development program. To achieve this, the PMC support a specialist NGO in producing a Development Partnership Road Map for GDE and local communities, which includes planning new or alternative livelihood security options or solutions.
- m. Disaggregated monitoring indicators by gender and vulnerable groups will be developed for monitoring social benefits, economic opportunities including changes in local livelihoods.
- n. Women are represented in the Grievance Redress Committees (GRCs).

**B. Grievance Redress Mechanism.**

27. To ensure that complaints about Project activities or personnel and related parties are all handled properly, GDE has prepared

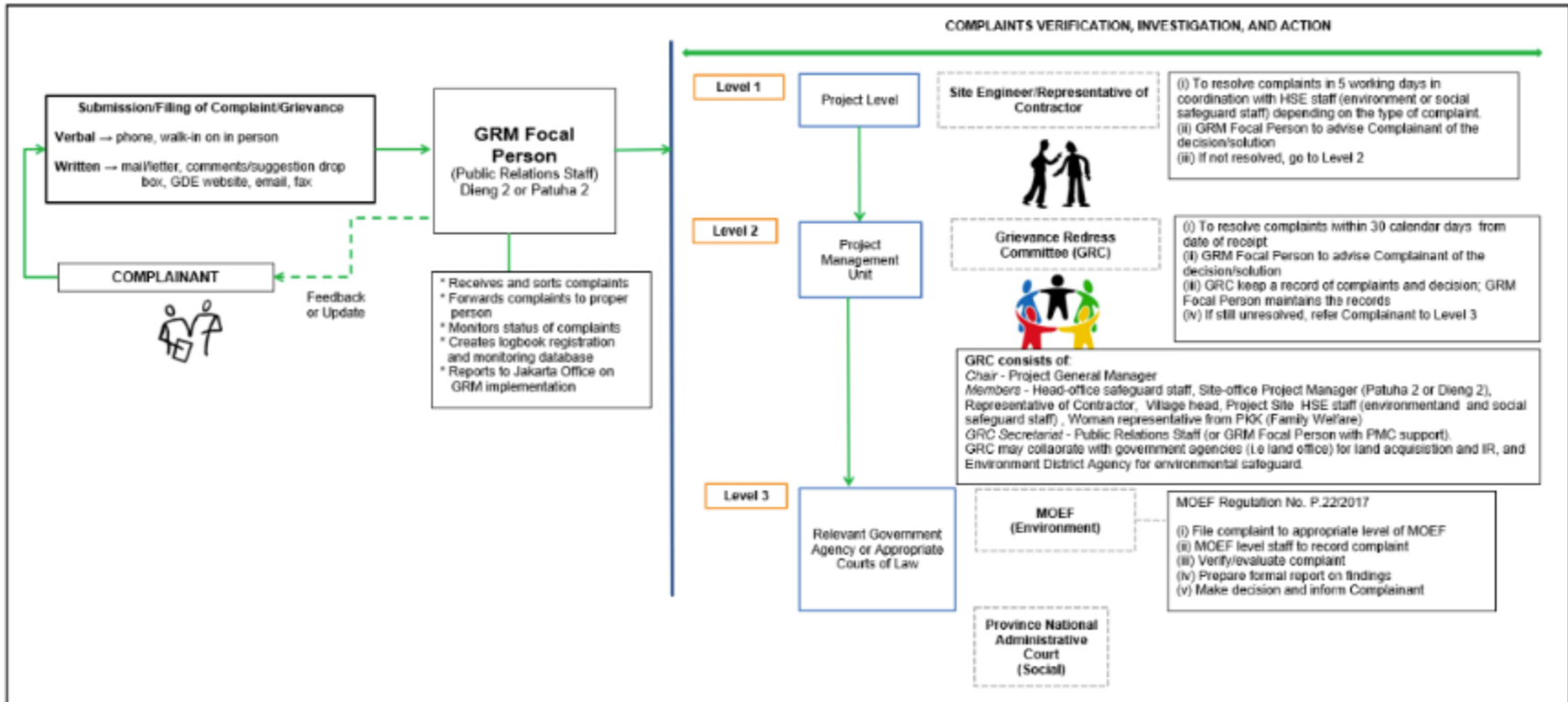
- a grievance redress mechanism (GRM) to assist affected people and other stakeholders in resolving questions, conflicts and complaints; this mechanism is currently functioning and is considered effective and efficient. In this GRM:
  - a. All complaints are registered, investigated and resolved in a manner consistent with the GRM provisions detailed in the RP, DDR and IEE/EMP.
  - b. The complainant/afflicted person is kept informed of the status of their complaint and the remedies available to them.

- c. Adequate staff and resources are available to oversee and monitor the mechanism.
28. The Grievance Redress Committee (GRC) was formed in September 2020 with GDE's Decree No. 034.SK/PST.00-GDE/IX/2020. Members will become Head Office General Project Managers and HSE Managers and PMU Safeguards.
29. Based on the development of the project, there are efforts to unite Unit 1 and Unit 2 especially related to GRM. For this reason, it is necessary for GDE to have a new Decree that can bridge the efforts to merge resources and systems for the 2 projects (Patuha Unit 1 and 2).
30. **Procedure.** The GRM procedures have been set forth in the approved 2019 DDR. Some of GRM procedures were implemented by GDE such as: the Standard Operating Procedures (SOP), and GRM focal points have been appointed. Following are the GRM procedures for when a person is filing a complaint, there are options: (i) through the designated contact person at the site office (i.e., PR staff) or through the OE/PMC of the Contractor; (ii) through the GRC; and (iii) the appropriate courts of law. Affected person / complainant can seek redress through the legal system of the Government of Indonesia at any point in the GRM process. The levels of complaint resolution are as follows:
- **Level 1 – Site Office through the designated contact person** (i.e., PR staff). Complaint to be resolved at the Site Office level (i.e., environment safeguard staff or social safeguard staff, PMC, Contractor) within five working days and advise the Complainant accordingly.
  - **Level 2 – GRC.** When a complaint is not resolved at Level 1, Complainant can submit the complaint to the GRC. The GRC will convene, review the submission and make a decision within 30 days from the date of receipt. The Complainant will be informed of the decision in person or by mail. The Complainant shall be consulted by the GRC when identifying grievance redress options. The GRC may collaborate with relevant agencies (i.e., district land office and TP4P/TP4D for land acquisition and involuntary resettlement, District agency of environment) to resolve the complaint.
- Level 3 - Appropriate Courts of Law.** When the complaint remains unresolved, the Complainant will be referred by the GRC to the appropriate courts of law.
31. The summary of grievances filed and resolved will be included in the semi-annual social environmental monitoring reports submitted to ADB. The associated costs to maintain the GRM are borne by GDE. The Figure 3 below shows a schematic representation of the Grievance Redress Mechanism.

32. **Monitoring & Evaluation.** Semi-annual monitoring of the Action Plan to be prepared by Patuha-2 Project Implementation Consultant and reviewed by PMU, who will submit to ADB for review and disclosure on its website. The scope of monitoring includes:

- a. Unanticipated impacts during construction, the same monitoring also needs to be conducted to ensure the area belonging to GDE is sufficient to develop all Patuha-2 facilities.
- b. Design and implementation of community development program as part of benefit provided for the project.

Figure 1. Grievance Redress Mechanism

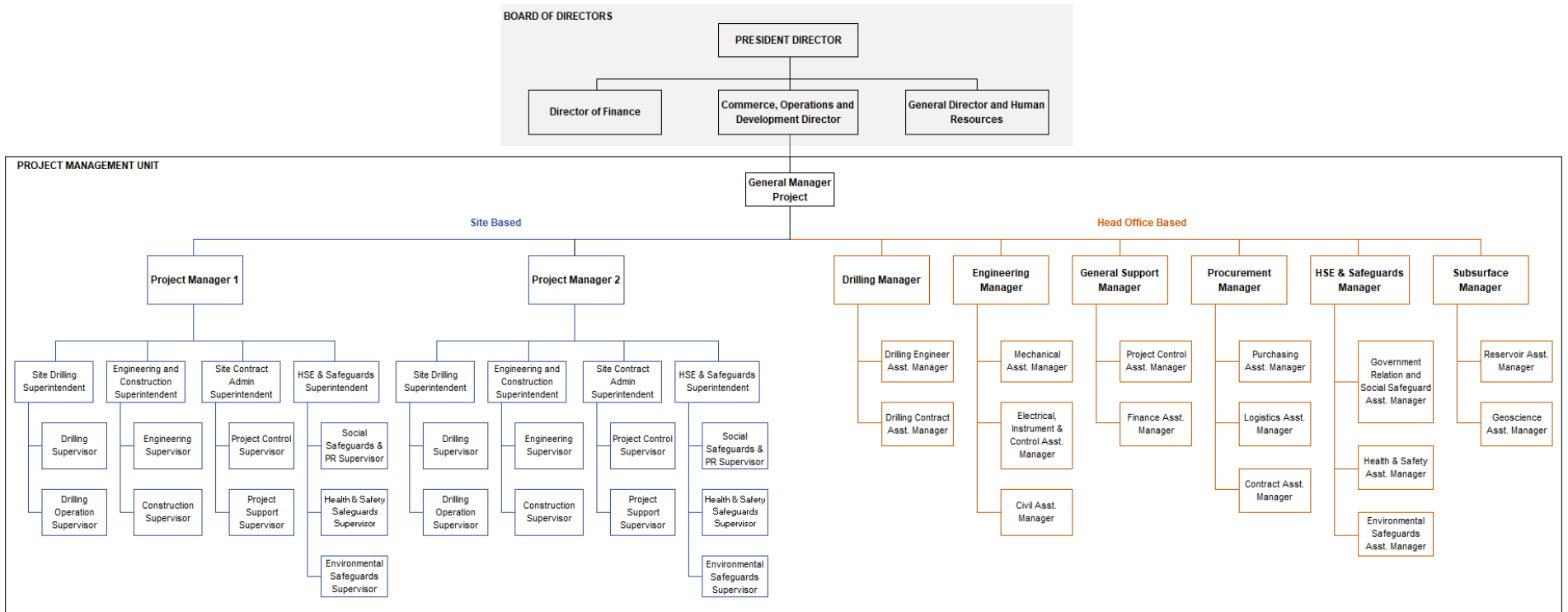


## **V. Institutional Arrangements**

### **A. Institutional Arrangements**

33. GDE have formed a dedicated Project Management Unit (PMU) headed by a General Manager to be supported by two site-based project managers (one for Dieng Unit 2 and one for Patuha Unit 2) and several corporate office-based managers. Each project site project manager assisted by a site drilling superintendent, a site engineering & construction superintendent, a site contract and admin superintendent, and a health, safety, and environment (HSE) and safeguards superintendent. The PMU is responsible and have done for overall project planning, management, implementation, supervision, and reporting for the project. GDE confirmed that the PMU has an adequate number of suitably qualified and experienced technical and administrative staff assigned on a full-time basis throughout the project implementation period. A project management consultant (PMC) already involved to support the PMU in all aspects of project implementation. The overall project organization structure is given in Figure 4 below.
34. The Patuha Units 2 have become implementing arms of the PMU at site. A Social Safeguards and Public Relation (PR) supervisor have been placed at the Patuha Unit who responsible for: (i) supporting the Government Relation and Social Safeguards Assistant Manager for the day-to-day implementation and monitoring of safeguards plans, including implementation of the LRP, and (ii) supporting the functioning of the grievance redress mechanism. The social safeguard staff have become a member of the Grievance Redress Committee coordinated by the Public Relation staff at Unit Patuha. Figure 4 shows the project organizational structure.
35. The Project Management Consultants (PMC) have been recruited and include an international and a national Social Safeguards/Resettlement specialist. The consultants have supported the Government Relation and Social Safeguards Assistant Manager, Social Safeguard and PR supervisor in Dieng and Patuha, the GDE's Land Acquisition Team as well as the CSR Division of GDE in the implementation of land acquisition and involuntary resettlement activities, delivery of Livelihood Restoration programs and monitoring, including procurement of NGO/consultant services, and subsequent monitoring thereof. The consultant also has been responsible for providing capacity building through on-the-job activities and specific training for staff handling social safeguards at GDE headquarter (HQ) and units (GDE Dieng and GDE Patuha). This have been done before prior to land acquisition and involuntary resettlement (IR) implementation and will continue during project activities. Topics for training or professional development sessions included the current Indonesian legal framework and ADB SPS on social safeguards, approaches for having meaningful consultations and disclosure, income and livelihood restoration program considerations and processes including design, implementation, review and good practices, grievance redress mechanism, and monitoring.

Figure 2. Organizational Structure for Project Implementation



36. The project contractor has been responsible for handling project impacts during construction stage, including providing compensation for any damaged or lost community assets. This obligation has been emphasized in the project contractor's contract. The contractor has been responsible for receiving and resolving grievances, in collaboration and close coordination with GDE and PMU/PMC social safeguard staff at Patuha. A member of the contractor has become on the Grievance Redress Committee responsible for resolving complaints. The contractor has received briefing on social safeguards, participate in resettlement and related safeguard capacity building training.

37. **Table 4** shows the roles and responsibilities related with Social Safeguards for the project.

**Table 4. Responsibilities for Resettlement Activities**

ENTITY	RESPONSIBILITIES
Executing Agency (GDE BOD)	<ul style="list-style-type: none"> <li>● Responsible for overall coordination, policy directions, and administration, including those related to social safeguards.</li> <li>● Approval of RP.</li> </ul>
PMU	<ul style="list-style-type: none"> <li>● Responsible for the day-to-day implementation of the Project and will be accountable for technical, safeguards, and financial reporting.</li> <li>● Ensure proper GRM in place, and accessible to APs and local communities in the sub-project area.</li> <li>● Oversight of GRM operations.</li> <li>● Establishment and management of the LAT (Land acquisition Team).</li> <li>● Recruit the Project Management Consultant (PMC) and the licensed independent appraisal.</li> <li>● Submission of social safeguards semiannual monitoring reports to ADB.</li> </ul>
PMU Government Relation and Social Safeguards Assistant Manager under HSE and Safeguards Manager	<ul style="list-style-type: none"> <li>● Responsible for conduct internal social safeguards monitoring and compliance, including implementation of action plan and reporting</li> <li>● Support the PMU to ensure proper GRM in place and accessible by AHs and communities in project area. Coordinate with Patuha Unit concerning effective operation of the GRM.</li> <li>● Support the PMU in the establishment of the LAT (Land acquisition Team).</li> <li>● In coordination with CORSEC, responsible for annual budgeting, budget allocation and implementation of the livelihood restoration and enhancement activities, CSR reorientation and strategic community development activities.</li> <li>● Support the PMU in the procurement and management of specialist NGO/ consultant services for development of SID+++ for 6 Village Governments, and production of a Development Partnership Road Map for GDE Dieng-Patuha and the local communities.</li> <li>● Compilation and submission of social safeguards semi-annual monitoring reports to the ADB</li> </ul>
Social safeguards and PR Supervisor at Patuha Unit	<ul style="list-style-type: none"> <li>● Support Government Relation and Social Safeguards Assistant Manager for the day-to-day implementation and monitoring of safeguards plans, including implementation of the livelihood restoration program (LRP)</li> <li>● Support the PMU/GA in obtaining Forest Land Use Permit (IPPKH)</li> <li>● Supporting the functioning of the grievance redress mechanism. The social safeguard staff will be a member of Grievance Redress Committee coordinated by the PR officer</li> </ul>



ENTITY	RESPONSIBILITIES
General Affairs (GA)	<ul style="list-style-type: none"> <li>● Support PMU re land acquisition process and extension of land leasing from PTPN Rancabolang.</li> </ul>
Corporate Secretariat (CORSEC)	<ul style="list-style-type: none"> <li>● Annual planning, and budget allocation for GDE Com Dev program.</li> <li>● Relay grievances sent to <a href="mailto:info@geodipa.co.id">info@geodipa.co.id</a> to the PMU.</li> </ul>
Project Management Consultant (Social Safeguard/ Resettlement Specialist)	<ul style="list-style-type: none"> <li>● Support the PMU in the management of monitoring and reporting on project compliance with its social safeguards' obligations (set out as ADB loan covenants).</li> <li>● Review and update safeguards documents, as needed.</li> <li>● Provide training to GDE /PMU Social Safeguards personnel and the contractors on safeguards requirements as per ADB SPS 2009</li> <li>● Support GDE/PMU in the preparation of semiannual safeguards monitoring reports for submission to ADB</li> <li>● Provide training to GDE / PMU Social Safeguards personnel regarding social safeguards requirements as per ABD SPS 2009.</li> <li>● Support the PMU in the recruitment and management of: <ul style="list-style-type: none"> <li>a) facilitators to facilitate the identification and securing of alternative land for AHs to lease / purchase after they receive their respective compensation payments.</li> <li>b) NGO facilitation services to support implementation of the LRP and CDP.</li> <li>c) Specialist NGO/consultant services for development of SID+++ for 6 Village Governments.</li> </ul> </li> <li>● Support Specialist NGO in producing a Development Partnership Road Map for GDE and local communities and planning new livelihood security solutions.</li> </ul>
Contractors	<ul style="list-style-type: none"> <li>● Responsible for handling project impacts during construction including provide compensation for any damaged or lost assets set forth in the RP.</li> <li>● In coordination with the Grievance Focal Person, responsible for resolving grievances during construction period</li> <li>● Responsible for reporting grievance receipt and resolution to the GRM Focal Person at Unit level.</li> <li>● Responsible for handing over grievances which cannot be resolved by the contractor to the GDE PMU/PMC Grievance Focal Person.</li> </ul>

## VI. Compliance Assessment

38. Table 5 presents the results of the compliance assessment related to land transfer process in the past and present. The key finding is that the laws and regulations governing land transfer from PTPN VIII Rancabolang have been fulfilled or complied with. There are 10 additional components that were not previously included in DDR 2019. There is no IR impact and no LAR as the land was transferred from one state owned enterprise to another without impact on third parties, including workers of the original owner/SOE, and that the PTPN Rancabolang still employs its workers.

### 39. Compliance with ADB SPS 2009:

- a. The sub-project is compliant with IR principle 1. Screening has been carried out for the sub-project and the DDR has been prepared following the screening.
- b. The sub-project is compliant with IR Principle 2. Public consultations have been conducted during 20-21 September 2022 to find out the community's perception of the project, to discuss the potential impact of the project on livelihoods, to confirm and explain the grievance mechanism and to listen to community expectations regarding the existence of the project.

**Table 5. Compliance Matrix**

Topic	Compliance Reference / Requirement	Compliance/ Action Status
	<b>GOI Regulations</b>	
Land Transfer and lease of PTPN's land to GDE for geothermal development facilities	Approved by the Minister of State-Owned Enterprises (SOE) and the Minister of Finance in 2003.	<b>Compliant</b>  Land Transfer in 2004 to 2006 - see Appendix 1
Procedure for obtaining lease of land from PTPN VIII Rancabolang.	Minister of SOE 2010 regulation prohibiting sale of assets owned by state owned enterprise (SOE).	<b>Compliant</b> <ul style="list-style-type: none"> <li>● First 10-year lease per Dec. 2010. 2013: Addendum to the land lease agreement</li> <li>● 2016: HGB Certificate submission</li> <li>● 2016: Issuance of HGB certificates up to 2046</li> </ul>
Screening for impacts	Screen the project early on to identify past, present, and future involuntary resettlement impacts and risks.	<b>Compliant.</b>

Topic	Compliance Reference / Requirement	Compliance/ Action Status
	Determine the scope of resettlement planning through a survey and/or census of displaced persons, including a gender analysis, specifically related to resettlement impacts and risks.	Due Diligence for additional project Patuha-2 component has been carried out to identify past, present, and future IR impacts.
Meaningful consultation & GRM	<ul style="list-style-type: none"> <li>● Conduct meaningful consultations with affected people, host communities and relevant non-governmental organizations.</li> <li>● Pay particular attention to the needs of vulnerable groups, especially those below the poverty line, the landless, the elderly, women and children, and Indigenous Peoples, and those without legal rights to land, and ensure their participation in consultation.</li> <li>● Establish a grievance redress mechanism to receive and facilitate resolution of affected persons' concerns.</li> <li>● Support social and cultural institutions of displaced persons and local community populations.</li> </ul>	<p><b>Compliant</b></p> <ul style="list-style-type: none"> <li>● A public consultation was held on 20-21 September 2022 in an easily accessible place, in a language that the villagers can understand.</li> <li>● Action - GRM has been established. GDE Focal Point have been appointed.</li> </ul>
Improvement of livelihoods of all displaced persons	<ul style="list-style-type: none"> <li>● Where relevant, Project to improve, or at least restore, the livelihoods of all displaced persons through: (i) land-based resettlement strategies when affected livelihoods are land based where possible or cash compensation at replacement value for land when the loss of land does not undermine livelihoods; (ii) prompt replacement of assets with access to assets of equal or higher value; (iii) prompt compensation at full replacement cost for assets that cannot be restored; and (iv) additional revenues and services through benefit sharing schemes where possible.</li> </ul>	<p><b>Compliant</b></p> <p>No land, assets or people are affected.</p>

## VII. Corrective Action Plan

40. A corrective action plan (CAP) has been prepared to meet the safeguards compliance and to cover follow up actions. The CAP and schedule are outlined in the **Table 5**.
41. **Monitoring & Evaluation.** Semi-annual monitoring of the Action Plan to be prepared by Patuha-2 Project Implementation Consultant and reviewed by PMU, who will submit to ADB for review and disclosure on its website. The scope of monitoring includes:
- a. Unanticipated impacts during construction, the same monitoring also needs to be conducted to ensure the area belonging to GDE is sufficient to develop all Patuha-2 facilities.
  - b. Design and implementation of community development program as part of benefit provided for the project.
  - c. Social safeguards compliance of the Patuha subproject is monitored as part of the agreed commitments for the GPGP and is reported through semi-annual social safeguards (SSMRs) monitoring reports for the Project. The GDE PMU prepares SSMRs with the support from PMC and submits them to ADB for review and disclosure. The SSMRs report on social safeguards compliance, including any updates to the due diligence (reports) as needed from time to time, status of complaints and their resolution as well as status of any agreed corrective actions. The SSMRs also report on potential impacts during construction and how those are addressed, and on the status of the community development program implementation.
42. Un-anticipated Impacts during the construction phase there will be no private land of property affected by the Patuha-2 expansion sub-project. No significant impacts are expected from land acquisition. However, there may be some impacts during construction phase when the project mobilizes heavy equipment. The impact and entitlements are presented in the following Table 6:

**Table 6. Unanticipated Impacts during Construction and Entitlements**

Impact/Loss Category	Entitled Person	Entitlement Options	Remarks
Temporary or permanent impacts due to construction activities	For those who have formal legal rights (certificate) or those whose claim on land is recognized as a full right	<ul style="list-style-type: none"> <li>• For lease payments of the affected land by the contractor based on the applicable rental fees and agreements with landowners.</li> <li>• For productive land, rental fee will not be less than the net income that would have been generated from the affected productive land.</li> <li>• Compensation for non-land assets acquired (trees / plants, structure) permanently affected will be compensated at replacement cost.</li> <li>• Land will be restored to pre-project conditions or even better after the construction is completed.</li> </ul>	<ul style="list-style-type: none"> <li>• 30-60 days prior notice given to the owner of the land before it is used temporarily by contractors.</li> <li>• This provision should be stipulated in the contract /agreement with civil works contractors</li> </ul>
	Those who have no formal legal rights (certificate) and recognizable title (informal dwellers, sharecroppers)	<ul style="list-style-type: none"> <li>• Compensation for affected nonland assets (trees/crops, buildings) at full replacement cost.</li> <li>• No rental fee for land for the period of impact.</li> <li>• Land will be restored to pre-project conditions or even better after the construction is completed.</li> </ul>	
	Government or State Enterprises / communal property and assets (e.g. schools, mosques, village office power poles, village road etc.)	Rebuilding the facility or provide cash compensation based on the agreement with the affected parties	


43. **Community Development (ComDev) Package Implementation.** GDE has implemented a Community Development Program (ComDev) in Patuha as part of its impact management approach and as corporate social responsibility. The ComDev program was implemented with people in 3 affected villages, namely Alamendah Village, Sugihmukti Village and Panundaan Village. The following is a summary of the implementation of the ComDev program in Patuha in 2021 and mid-2022.

44. **Table 7** recapitulates the next steps, pertaining to social engagement, (including socialization, communication, Grievance handling) social impact monitoring and social / community development activity implementation.

**Table 7. Correction Action Plan**

ITEM	Timeline						Responsible Party	Notes
	2018	2019	2020	2021	2022	2023		
Prioritization, design and implementation of sustainable and strategic ComDev program activities		V	V	V	V	V	GDE Corsec, PMU, Patuha Unit	GDE has implemented Community Development Program (ComDev) in Patuha as part of its corporate social responsibility.
Prioritize local community for work on the Patuha 2 subproject				V		V	PMU, Patuha Unit, Contractor	<ul style="list-style-type: none"> <li>● July 2021, GDE has done some preparation to recruit local workers such as an established selection committee for local workers for Dieng and Patuha.</li> <li>● November 2021, Local recruitment for Rig Bundling PT Asia Petrocom Services JV Air Drilling (Patuha 2), has been released.</li> <li>● January 2022, Preparation for Batch II of local hire.</li> <li>● May 2022, Obtaining confirmation from the GDE head office on the SOP of Workforce Management. The SOP will be used for the preparation of local hire Batch 2 in both sites (Dieng 2 and Patuha 2).</li> <li>● June 2022, In Patuha Unit 2, the total local hire was 164 workers: 16 females (10%) and 148 males (90%).</li> <li>● August 2022, In Patuha Unit 2, the total local hire was 91 workers: 11 females (12%) and 80 males (88%).</li> <li>● September 2022, The SOP of Workforce Management is under preparation in GDE Head Office. The document is expected to be completed before local hire Batch 2 started in 2023.</li> </ul>
Consultation and periodic meetings with local communities			V	V	V	V	PMU, Unit Patuha, PMC	Meaningful consultations have been carried out with local communities, especially to regularly inform related to project developments.

**Appendix 1:** Ministry of SOE and MOF Approval on Release of PTPN VIII's Land to GDE for Geothermal Development Facilities Agreement between PTPN VIII and GDE on Acquisition of PTPN's Land to be Used for Geothermal Development Facilities

  
MENTERI BADAN USAHA MILIK NEGARA

Nomor : S- 401/MBU/2003  
Hal : Persetujuan Pengalihan Hak Sebagian Areal Perkebunan Rancabolang dan Rancabali Milik PT Perkebunan Nusantara VIII (Persero) ✓

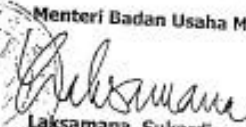
21 Oktober 2003

**Yth. Direksi PT Perkebunan Nusantara VIII (Persero)**  
Jl. Sindangsiwa No. 4  
Bandung 40153

Sehubungan dengan surat Saudara Nomor : SB/D.III/2173/VI/2003 tanggal 10 Juni 2003 serta memperhatikan rekomendasi Komisaris PT Perkebunan Nusantara VIII (Persero) melalui surat Nomor : 33/Komut/V/2003 tanggal 27 Mei 2003, dengan ini disampaikan bahwa kami dapat menyetujui permohonan Saudara untuk menghapusbukukan aktiva milik PT Perkebunan Nusantara VIII (Persero) dengan luas total sebesar 387.806 m<sup>2</sup> dengan rincian tanah di areal Perkebunan Rancabolang seluas 367.569 m<sup>2</sup> dan Rancabali seluas 20.237 m<sup>2</sup> yang terletak di Kabupaten Bandung sebagaimana dimaksud dalam surat Saudara di atas, dengan ketentuan sebagai berikut:

1. Aktiva tersebut dihapusbukukan dengan cara pelepasan kepada PT Geo Dipa Energi melalui kompensasi ganti rugi untuk mendukung proyek Pemerintah RI berupa eksplorasi dan eksploitasi sumber panasbumi (geothermal).
2. Penetapan nilai ganti rugi minimum dilakukan oleh Direksi PT Perkebunan Nusantara VIII (Persero) dengan membentuk Panitia Penaksir Harga yang keanggotaannya terdiri dari wakil PT Perkebunan Nusantara VIII (Persero), Kementerian BUMN, dan instansi lain yang dianggap perlu.
3. Dana hasil pelepasan aktiva tersebut digunakan sebagai tambahan modal kerja perusahaan.
4. Pelaksanaan penghapusbukuan atas aktiva tersebut dibuatkan Berita Acara dan dilaporkan secara tertulis kepada Menteri Badan Usaha Milik Negara cq. Sekretaris Kementerian BUMN.
5. Persetujuan penghapusbukuan aktiva dimaksud diberikan untuk jangka waktu 1 (satu) tahun sejak tanggal ditetapkan.

Demikian disampaikan dan atas perhatian Saudara diucapkan terima kasih.

  
Menteri Badan Usaha Milik Negara  
Laksamana Sukardi

Tembusan :

1. Sekretaris Kementerian BUMN;
2. Asisten Deputi Bidang Usaha Agro Industri, Kehutanan, Kerias, Percetakan, dan Penerbitan;
3. Asisten Deputi Urusan Informasi dan Administrasi Kekayaan BUMN;
4. Asisten Deputi Urusan Usaha Perkebunan;
5. Komisaris PT Perkebunan Nusantara VIII (Persero).

DEPARTEMEN KEUANGAN REPUBLIK INDONESIA

Jalan Tugu Nomor 24

Telp. : 344-92  
Teleks : 443-1  
Faksimile : 344-5

Nomor : S- 78 /MK.16/1998  
Tempat :  
Mempiran :  
Hal : Persetujuan pelepasan tanah HGU  
PT Perkebunan Nusantara VIII  
Kepada Pertamina untuk proyek  
Panasbumi (Geothermal)

Kepada  
Bapak  
Fax 003

Yang terhormat  
Direksi PT Perkebunan Nusantara VIII  
Jalan Sindangsirna No. 4  
Bandung

Sehubungan dengan surat Saudara Nomor SB/D.IV/5252/IX/1997 tanggal 30 September 1997 dan memperhatikan surat Dewan Komisaris PT Perkebunan Nusantara VIII Nomor DK.VIII/028/IX/1997 tanggal 26 September 1997 perihal tersebut diatas, dengan ini kami sampaikan hal-hal sebagai berikut.

1. Kami dapat menyetujui permohonan Saudara untuk melepaskan tanah HGU seluas ± 60 ha yang berlokasi di Perkebunan Rancabolang untuk proyek Panasbumi (Geothermal) kepada Pertamina dengan cara tukar-menukar (trading) dengan areal lain, minimal sama luasnya dengan areal yang dilepas dan lokasinya diupayakan berdekatan dengan perkebunan yang dimiliki PT Perkebunan Nusantara VIII.
2. Untuk menetapkan nilai tanah dimaksud agar Saudara membentuk Panitia Penaksir Harga yang keanggotaannya terdiri dari PT Perkebunan Nusantara VIII, Pertamina dan Departemen Keuangan cq. Direktorat Jenderal Pembinaan BUMN serta instansi lain yang terkait.
3. Pelaksanaan tukar-menukar tanah dimaksud agar dibuatkan Berita Acara dan dilaporkan secara tertulis kepada Menteri Keuangan cq. Direktorat Jenderal Pembinaan BUMN.
4. Pelaksanaan persetujuan ini berlaku selama satu tahun sejak tanggal dikeluarkannya surat ini.

Demikian agar Saudara maklum.

s.d. Menteri Keuangan  
Direktur Jenderal Pembinaan BUMN,



Bacellius Ruru  
NIP 060043093

- Tembusan Yth :
1. Menteri Keuangan
  2. Menteri Pertanian
  3. Direktorat Informasi, Pengembangan dan Perkuturan BUMN
  4. Direktur Perusahaan Pertanian dan Kehutanan
  5. Komisaris PT Perkebunan Nusantara VIII.



**Appendix 2:** Letter of Agreement Number SP/D.III/812/IX/2004 on Release of Concession Land from PTPN VIII to GDE

**SURAT PERJANJIAN  
NOMOR : SP/D.III/ 812 /IX/2004  
NO.KTR.003/GDE/IX/2004**

**Tentang**  
**PELEPASAN SEBAGIAN TANAH HGU PT. PERKEBUNAN NUSANTARA VIII (PERSERO) SELUAS ± 367.569 M<sup>2</sup> DI PERKEBUNAN RANCABOLANG, DESA SUGIH MUKTI, KECAMATAN PASIR JAMBU DAN SELUAS ± 20.237 M<sup>2</sup> DI PERKEBUNAN RANCABALI, DESA PATENGAN, KECAMATAN CIWIDEY, KABUPATEN BANDUNG, PROPINSI JAWA BARAT, UNTUK AREAL PEMBORAN PLTP PATUHA**  
**ANTARA**  
**PT. PERKEBUNAN NUSANTARA VIII (PERSERO)**  
**DENGAN**  
**PT. GEO DIPA ENERGI**

Pada hari ini Selasa, Tanggal Tujuh, Bulan September, Tahun Dua Ribu Empat (07-09-2004), bertempat di Kantor Direksi PT. Perkebunan Nusantara VIII (Persero) Jalan Sindang Sima No.4 Bandung, kami yang bertandatangan dibawah ini,

- I. IR. H.A. HALIK, MM** : Direktur Utama PT. Perkebunan Nusantara VIII (Persero) dalam hal ini bertindak untuk dan atas nama PT. Perkebunan Nusantara VIII (Persero) berkedudukan di Bandung, Jalan Sindang Sima No.4, selanjutnya dalam Perjanjian ini disebut **Pihak Pertama.**
- II. DR. E. T. SAMSUDIN WARSA** : Presiden Direktur PT. Geo Dipa Energi, dalam hal ini bertindak untuk dan atas nama PT. Geo Dipa Energi, berkedudukan di Jalan Karwitan No.32 Bandung, selanjutnya dalam Perjanjian ini disebut **Pihak Kedua.**

Berdasarkan :

1. Surat PT. Geo Dipa Energi No.069/DIRUM&SDM-GDE/VI/2003 tanggal 24 April 2003;
2. Surat Keputusan Menteri BUMN No.S-401/MBU/2003 tanggal 21 Oktober 2003 ;
3. Surat PTPN VIII (Persero) No.SB/D.III/2380/III/2004 tanggal 30 Juni 2004;
4. Surat PT. Geo Dipa Energi No.073/DIRUM & SDM/GDE/VII/04 tanggal 29 Juli 2004;

Pihak Pertama dan Pihak Kedua, masing – masing disebut Pihak secara bersama – sama disebut Para Pihak, bersepakat untuk melakukan perjanjian, mengenai pelepasan sebagian tanah HGU PT. Perkebunan Nusantara VIII (Persero) di Perkebunan Rancabolang, Desa Sugih Mukti, Kecamatan Pasir Jambu, seluas ± 367.569 M<sup>2</sup> (Tiga

Ratus Enam Puluh Tujuh Ribu Lima Ratus Enam Puluh Sembilan Meter Persegi) dan di Perkebunan Rancabali, Desa Patengan, Kecamatan Ciwidey seluas  $\pm 20.237 \text{ M}^2$  (Dua Puluh Ribu Dua Ratus Tiga Puluh Tujuh Meter Persegi), Kabupaten Bandung, Propinsi Jawa Barat, yang digunakan untuk area pemboran PTLP Patuha, dengan ketentuan sebagai berikut :

**Pasal 1**  
**MAKSUD DAN TUJUAN**

- (1) Pihak Pertama berjanji dan oleh karena itu mengikatkan diri untuk menyerahkan kepada Pihak Kedua sebagian tanah HGU PT. Perkebunan Nusantara VIII (Persero) Perkebunan Rancabolang, Desa Sugih Mukti, Kecamatan Pasir Jambu, seluas  $\pm 367.569 \text{ M}^2$  (Tiga Ratus Enam Puluh Tujuh Ribu Lima Ratus Enam Puluh Sembilan Meter Persegi) dan Perkebunan Rancabali, Desa Patengan, Kecamatan Ciwidey seluas  $\pm 20.237 \text{ M}^2$  (Dua Puluh Ribu Dua Ratus Tiga Puluh Tujuh Meter Persegi), Kabupaten Bandung, Propinsi Jawa Barat, termasuk Surat Keputusan Menteri Dalam Negeri No.8/HGU/DA/73 tanggal 03 Februari 1973 dan Contateering Rapport No.540-32-KWBPN-KONTS-1996 tanggal 11 Desember 1996, yang digunakan untuk area pemboran.
- (2) Pihak Kedua berjanji dan oleh karena itu mengikatkan diri untuk menerima sebagian tanah HGU PT. Perkebunan Nusantara VIII (Persero) Perkebunan Rancabolang, Desa Sugih Mukti, Kecamatan Pasir Jambu, seluas  $\pm 367.569 \text{ M}^2$  (Tiga Ratus Enam Puluh Tujuh Ribu Lima Ratus Enam Puluh Sembilan Meter Persegi) dan Perkebunan Rancabali, Desa Patengan, Kecamatan Ciwidey seluas  $\pm 20.237 \text{ M}^2$  (Dua Puluh Ribu Dua Ratus Tiga Puluh Tujuh Meter Persegi), Kabupaten Bandung, Propinsi Jawa Barat, termasuk Surat Keputusan Menteri Dalam Negeri No.8/HGU/DA/73 tanggal 03 Februari 1973 dan Contateering Rapport No.540-32-KWBPN-KONST-1996 tanggal 10 Desember 1996, yang digunakan untuk area pemboran.

**Pasal 2**  
**LOKASI TANAH**

Tanah HGU dimaksud pada Pasal 1 diatas, dengan luas seluruhnya  $\pm 387.806 \text{ M}^2$  (Tiga Ratus Delapan Puluh Tujuh Ribu Delapan Ratus Enam Meter Persegi) terletak di Perkebunan Rancabolang, Desa Sugih Mukti, Kecamatan Pasir Jambu, seluas  $\pm 367.569 \text{ M}^2$  (Tiga Ratus Enam Puluh Tujuh Ribu Lima Ratus Enam Puluh Sembilan Meter Persegi) dan Perkebunan Rancabali, Desa Patengan, Kecamatan Ciwidey seluas  $\pm 20.237 \text{ M}^2$  (Dua Puluh Ribu Dua Ratus Tiga Puluh Tujuh Meter Persegi), Kabupaten Bandung, Propinsi Jawa Barat, termasuk Surat Keputusan Menteri Dalam Negeri No.8/HGU/DA/73 tanggal 03 Februari 1973, yang digunakan untuk area pemboran.

**Pasal 3**  
**GANTI RUGI**

- (1) Nilai ganti rugi pelepasan tanah HGU seluas 387.806 M2 tersebut pada Pasal 2 Perjanjian ini, disepakati para pihak sebesar Rp.4.500.000.000,- (Empat Milyar Lima Ratus Juta Rupiah), sudah termasuk biaya Panitia Penaksir Harga.
- (2) Jumlah biaya Panitia Penaksir Harga yang telah dibayarkan oleh Pihak Kedua kepada Pihak Pertama sebesar Rp.116.341.800,- sehingga kekurangan pembayarannya sebesar Rp.4.383.658.200,- (Rp.4.500.000.000,- - Rp.116.341.800,-) akan dibayar secara bertahap oleh Pihak Kedua kepada Pihak Pertama dengan tahapan pembayaran sebagai berikut :
  - a. Tahap Pertama sebesar Rp.1.383.658.200,- (Satu Milyar Tiga Ratus Delapan Puluh Tiga Juta Enam Ratus Lima Puluh Delapan Ribu Dua Ratus Rupiah) akan dibayarkan selambat – lambatnnya tanggal 30 September 2004.
  - b. Tahap Kedua sebesar Rp.1.000.000.000,- (Satu Milyar Rupiah) akan dibayarkan selambat – lambatnnya tanggal 30 Oktober 2004.
  - c. Tahap Ketiga sebesar Rp.200.000.000 (Dua Ratus Juta Rupiah) dibayarkan selambat – lambatnnya tanggal 30 Nopember 2004.
  - d. Tahap Keempat sebesar Rp.200.000.000 (Dua Ratus Juta Rupiah) dibayarkan selambat – lambatnnya tanggal 30 Desember 2004.
  - e. Tahap Kelima sebesar Rp.200.000.000 (Dua Ratus Juta Rupiah) dibayarkan selambat – lambatnnya tanggal 30 Januari 2005.
  - f. Tahap Keenam sebesar Rp.200.000.000 (Dua Ratus Juta Rupiah) dibayarkan selambat – lambatnnya tanggal 28 Pebruari 2005.
  - g. Tahap Ketujuh sebesar Rp.200.000.000 (Dua Ratus Juta Rupiah) dibayarkan selambat – lambatnnya tanggal 30 Maret 2005.
  - h. Tahap Kedelapan sebesar Rp.200.000.000 (Dua Ratus Juta Rupiah) dibayarkan selambat – lambatnnya tanggal 30 April 2005.
  - i. Tahap Kesembilan sebesar Rp.200.000.000 (Dua Ratus Juta Rupiah) dibayarkan selambat – lambatnnya tanggal 30 Mei 2005.
  - j. Tahap Kesepuluh sebesar Rp.200.000.000 (Dua Ratus Juta Rupiah) dibayarkan selambat – lambatnnya tanggal 30 Juni 2005.
  - k. Tahap Kesebelas sebesar Rp.200.000.000 (Dua Ratus Juta Rupiah) dibayarkan selambat – lambatnnya tanggal 30 Juli 2005.

1. Tahap Kedua belas sebesar Rp.200.000.000 (Dua Ratus Juta Rupiah) dibayarkan selambat – lambatnya tanggal 30 Agustus 2005.

(3) Pembayaran tahapan dimaksud Pasal 3 ayat 2 dibayarkan dengan cara ditransfer ke Rekening PT. Bank Mandiri Cabang Bandung Asia Afrika Selatan dengan No.130.0074.000020 atas nama PT. Perkebunan Nusantara VIII (Persero).

(4) Apabila tahapan pembayaran sebagaimana dalam Pasal 3 ayat 2 ini belum dibayar pada tanggal yang telah ditentukan, maka Pihak Kedua dikenakan sanksi denda keterlambatan pembayaran sebesar 0,01% per hari dari setiap tahapan pembayaran.

#### **Pasal 4 PAJAK – PAJAK**

Setelah para pihak menandatangani Perjanjian ini, pembayaran Pajak Bumi dan Bangunan menjadi Kewajiban dan atas beban Pihak Kedua.

Segala kewajiban perpajakan yang berkaitan dengan Perjanjian ini, sesuai dengan peraturan dan ketentuan yang berlaku, menjadi tanggung jawab masing – masing pihak.

#### **Pasal 5 HAK DAN KEWAJIBAN**

(1) Setelah ditandatanganinya Perjanjian ini dan dilunasinya pembayaran sebagaimana dalam Pasal 3 Perjanjian ini maka Pihak Pertama akan membantu dalam proses penyelesaian pelepasan, yang pelaksanaannya akan ditindaklanjuti oleh Pihak Kedua dengan biaya beban Pihak Kedua.

(2) Pihak Kedua akan melakukan pengukuran kembali areal dimaksud dengan biaya sepenuhnya dari Pihak Kedua.

(3) Setelah ditandatanganinya Perjanjian ini dan dilunasinya pembayaran sebagaimana dalam Pasal 3 Perjanjian ini para pihak akan memproses serah terima fisik kepada pihak yang berwenang atas beban dan tanggung jawab Pihak Kedua.

(4) Pihak Pertama akan memberikan bukti pelunasan pembayaran kepada Pihak Kedua paling lambat 14 (empat belas) hari setelah diterimanya pembayaran oleh Pihak Pertama.

#### **Pasal 6 BERAKHIRNYA PERJANJIAN**

(1) Perjanjian ini berlaku terhitung mulai ditandatanganinya oleh Para Pihak, sampai dengan selesainya serah terima fisik tanah tersebut pada Pasal 2 Perjanjian ini dari Pihak Pertama kepada Pihak Kedua.

- (2) Perjanjian ini tidak akan berakhir karena salah satu Pihak dibubarkan /dilikuidasi oleh yang berwenang, akan tetapi dilanjutkan dan harus diperbaiki oleh (para) penerima hak dari pihak yang dibubarkan / dilikuidasi oleh pihak yang berwenang tersebut.

**Pasal 7**  
**PENYELESAIAN PERSELISIHAN**

- (1) Segala perselisihan yang timbul sebagai akibat dari pelaksanaan dari Perjanjian ini pada prinsipnya akan diselesaikan secara musyawarah untuk mencapai mufakat.
- (2) Penyelesaian melalui Pengadilan hanya akan ditempuh sebagai upaya terakhir apabila penyelesaian melalui musyawarah tidak tercapai dan para pihak memilih domisili hukum pada Kantor Panitera Pengadilan Negeri Bandung di Bandung

**Pasal 8**  
**PERUBAHAN – PERUBAHAN**

Hal – hal yang belum cukup diatur dalam Perjanjian ini, akan ditetapkan lebih lanjut dalam addendum yang merupakan bagian yang tidak terpisahkan dalam Perjanjian ini.

Surat Perjanjian ini dibuat dalam rangkap 2 (dua) masing – masing bermaterai cukup serta mempunyai kekuatan Hukum yang sama untuk dipergunakan sebagaimana mestinya. Surat Perjanjian ini ditandatangani di Bandung serta mulai berlaku mulai pada hari dan tanggal penandatnganannya.

**Pihak Kedua**  
**PT. Geo Dipa Energi**

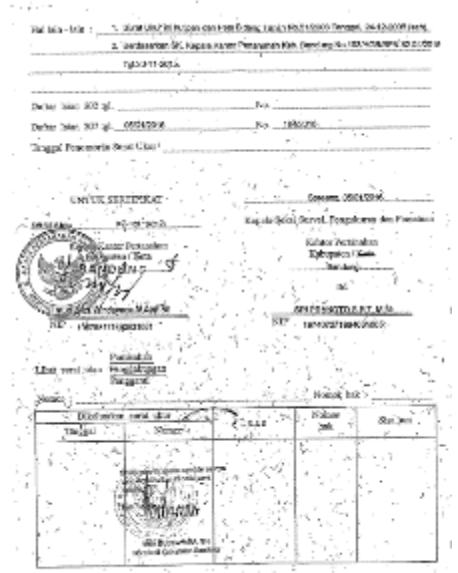
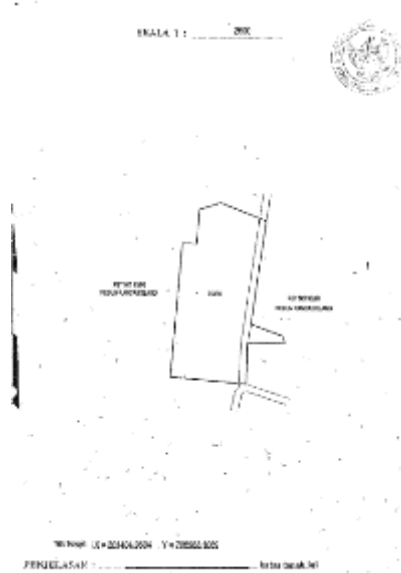
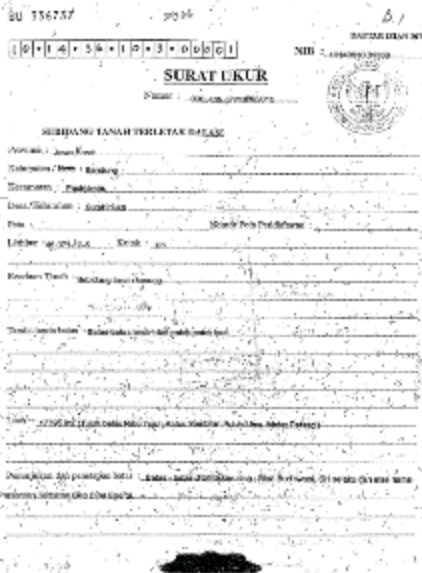
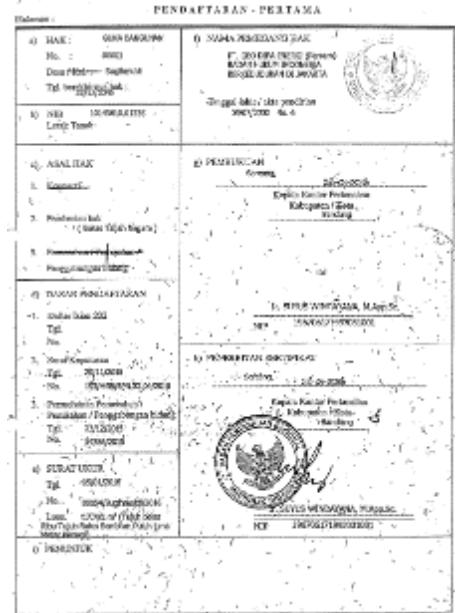


**Pihak Kesatu**  
**PT. Perkebunan Nusantara VIII (Persero)**



Appendix 3: Location Certificate

Location H Certificate



01 67520

BADAN PERTANAHAN NASIONAL  
REPUBLIK INDONESIA



SERTIPIKAT  
(LANDSKHIFTER)

KORPORASI  
KAWASAN

BANDUNG

01 67520

### Location GI and SY Certificate

01 67520

SURAT SURAT

SURAT SURAT

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

BADAN PERTANAHAN NASIONAL  
REPUBLIK INDONESIA



SERTIPIKAT

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

Form with multiple sections containing text and stamps, including a circular official seal.

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

01 67520

### Ketentuan P.P. 24 Tahun 1997 yang perlu diperhatikan

- 1) Ketentuan lain yang berlaku...
2) Ketentuan lain yang berlaku...
3) Ketentuan lain yang berlaku...
4) Ketentuan lain yang berlaku...
5) Ketentuan lain yang berlaku...
6) Ketentuan lain yang berlaku...
7) Ketentuan lain yang berlaku...
8) Ketentuan lain yang berlaku...
9) Ketentuan lain yang berlaku...
10) Ketentuan lain yang berlaku...

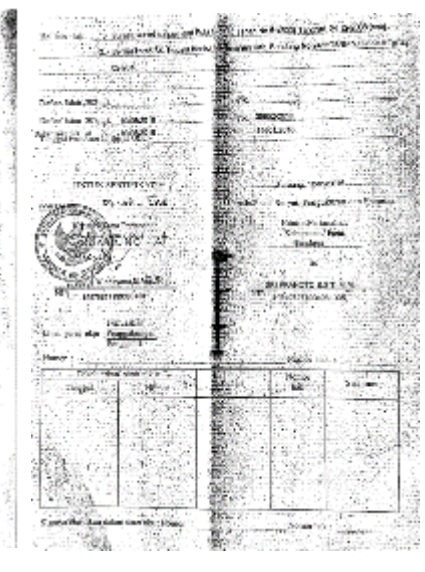
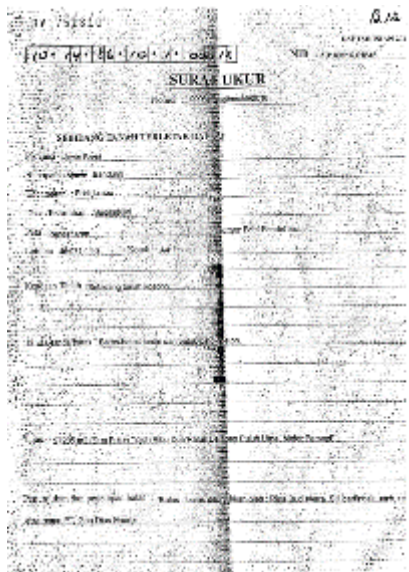
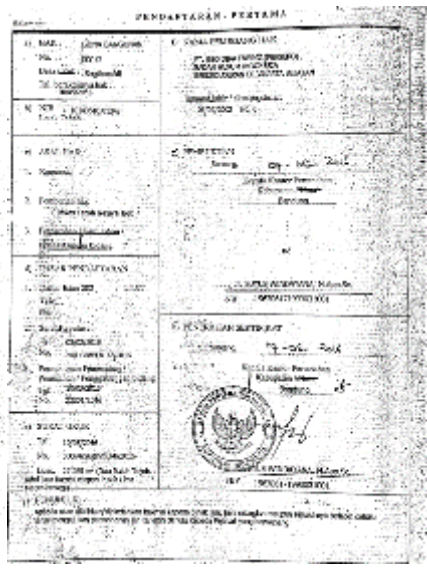
13264







### Location J and Dormitory Area











**PERJANJIAN KERJASAMA**  
antara  
**PT PERKEBUNAN NUSANTARA VIII (PTPN VIII)**  
dengan  
**PT GEO DIPa ENERGI (PERSERO)**  
tentang  
**PEMANFAATAN SEBAGIAN LAHAN HGU PTPN VIII**  
**DI KEBUN RANCABOLANG UNTUK FASILITAS PENDUKUNG PLTP PATUHA**  
**No.PIHAK PERTAMA : PRJ/III.4/1876/XI/2020**  
**No.PIHAK KEDUA : 029 /PJ/PST.00-GDE/XI/2020**

Pada hari ini Kamis, Tanggal Dua Puluh Enam, Bulan November, Tahun Dua Ribu Dua Puluh (26 - 11 - 2020) bertempat di Kantor Pusat PT Perkebunan Nusantara VIII, Jalan Sindang Sirna No. 4 Bandung, kami yang bertandatangan di bawah ini:

**PT Perkebunan Nusantara VIII** : Suatu Badan Usaha yang dibentuk berdasarkan hukum Republik Indonesia, berkedudukan dan berkantor di Jalan Sindang Sirna No. 4, Bandung, dalam hal ini diwakili oleh **Mohammad Yudayat** selaku Direktur PT Perkebunan Nusantara VIII sebagaimana Surat Keputusan Menteri BUMN dan Direktur Utama Perusahaan Perseroan (Persero) Perkebunan Nusantara III selaku Pemegang Saham Perseroan Terbatas Perkebunan Nusantara VIII Nomor:SK-268/MBU/10/2018 dan Nomor:HES/SKPTS/R/75/2018 tentang Pemberhentian dan Pengangkatan Anggota-anggota Direksi PTPN VIII, sehingga sah bertindak untuk dan atas nama PT Perkebunan Nusantara VIII, untuk selanjutnya disebut "**PIHAK PERTAMA**"; dan

**PT Geo Dipa Energi (Persero)** : Suatu perusahaan perseroan terbatas yang didirikan berdasarkan Akta Nomor 6 tanggal 5 Juli 2002 yang dibuat dihadapan Haryanto, SH, Notaris di Jakarta yang telah disahkan dengan Keputusan Menteri Kehakiman dan HAM Nomor: C-1663HT.01.01.TH2002 tanggal 2 September 2002, yang kemudian berdasarkan Peraturan Pemerintah Nomor 62 Tahun 2011 ditingkatkan statusnya menjadi BUMN Persero, Anggaran Dasarnya terakhir diubah dengan Akta Nomor 22 tanggal 29 Mei 2019 yang dibuat dihadapan Emi Susilowati, SH, Notaris di Jakarta, yang telah disahkan dengan Keputusan




PTPN VIII		PT Geo Dipa Energi (Persero)
Kasubag Kerjasama	Kasubag Hukum Korporasi	

Menteri Hukum dan HAM Nomor AHU-0032905.AH.01.02.TAHUN 2019 tanggal 26 Juni 2019, berkedudukan di Jalan Warung Jati Barat Raya No. 75, Jakarta Selatan 12740, yang dalam hal ini diwakili oleh **Riki Firmandha Ibrahim**, selaku Direktur Utama yang bertindak untuk dan atas nama PT Geo Dipa Energi (Persero), selanjutnya disebut "**PIHAK KEDUA**"

**PIHAK PERTAMA** dan **PIHAK KEDUA** untuk selanjutnya masing – masing disebut sebagai "**PIHAK**" dan secara bersama – sama disebut "**PARA PIHAK**".

**PARA PIHAK** dalam Perjanjian ini terlebih dahulu menerangkan hal-hal sebagai berikut :

1. **PIHAK PERTAMA** adalah Perseroan Terbatas yang bergerak dalam bidang penanaman, pengolahan dan pemasaran hasil pekebunan serta kegiatan usaha lainnya sebagaimana diatur dalam Anggaran Dasar dengan Akta Pendirian Perusahaan Nomor 41 tahun 1996 dibuat oleh dan di hadapan Notaris Harun Kamil SH dan disahkan oleh Menteri Kehakiman Republik Indonesia melalui surat keputusan Nomor C2-8336.HT.01.01.TH.96 dan telah beberapa kali melakukan perubahan Anggaran Dasar, dengan perubahan terakhir Akta Nomor 18 tanggal 25 Juli 2019 oleh Notaris Nanda Fauz Iwan, SH telah tercatat pada Sistem Administrasi Badan Hukum (SABH) Kemenkum HAM RI Nomor:AHU-AH.01.03-0405630 tanggal 10 November 2020, serta perubahan terakhir Data Perseroan berdasarkan Akta Nomor 03 tanggal 16 Oktober 2020 oleh Notaris Yuliani Idawati SH.Sp.N telah tercatat pada Sistem Administrasi Badan Hukum (SABH) Kemenkum HAM RI Nomor:AHU-0187343.AH.01.11 tahun 2020 tanggal 10 November 2020.
2. **PIHAK KEDUA** adalah BUMN Geothermal yang menyelenggarakan pengembangan dan pembangunan serta pengoperasian PLTP pada lapangan panas bumi Dieng dan Patuha yang termasuk sebagai Objek Vital Nasional (OBVITNAS) serta Wilayah Kerja Panas Bumi lainnya di Indonesia berdasarkan penugasan yang ditetapkan oleh Pemerintah Republik Indonesia.
3. Berdasarkan Perjanjian Kerjasama No.SP/V.3/1261/XII/2010 dan No.KTR.008/DIRUT-GDE/XII/2010 tanggal 17 Desember 2010 **PARA PIHAK** telah menyepakati mengenai pinjam pakai lahan HGU Perkebunan Rancabolang seluas 44.868,733 m<sup>2</sup> untuk digunakan jalur pipa uap dan konsendat PLTP Patuha Unit 1 dan pengembangannya ("**Objek Perjanjian**").
4. Berdasarkan Addendum Perjanjian No. ADD/IV.I/365/IV/2013 tanggal 24 April 2013. **PARA PIHAK** telah menyepakati penambahan penggunaan Sebagian lahan Perkebunan Rancabolang untuk Jalur Pipa Air dan jalur transmisi 6,3 kV dari lokasi penampungan air kelokasi PLTP Patuha Unit 1, seluas 822 m<sup>2</sup> sehingga luas lahan yang menjadi **Objek Perjanjian** dari semula seluas 44.868,733 m<sup>2</sup> menjadi seluas 45.690,733 m<sup>2</sup>.
5. Bahwa Perjanjian Kerjasama dan Addendum Perjanjian Kerjasama tersebut pada angka 3 (tiga) dan 4 (empat) di atas, akan berakhir pada tanggal 16 Desember 2020. Sehubungan

PTPN VIII		PT Geo Dipa Energi (Persero)
Kasubag Kerjasama	Kasubag Hukum Korporasi	
		

Halaman 2 dari 15

Perjanjian antara PT Perkebunan Nusantara VIII - PT Geo Dipa Energi (Persero)

dengan masa produksi (*production period*) PLTP Patuha Unit 1 akan berlangsung selama 30 (tiga puluh) tahun terhitung tanggal operasi komersial (*commercial operation date*) yaitu tanggal 22 September 2014, maka **PIHAK KEDUA** melalui surat No.250/PST.00-GDE/X/2018 tanggal 17 Oktober 2018 telah mengajukan permohonan perpanjangan Perjanjian No: SP/V.3/1261/XII/2010 dan No. KTR.008/DIRUT-GDE/XII/2010, tanggal 17 Desember 2010 serta Addendum Perjanjian No.ADD/IV.I/365/IV/2013 tanggal 24 April 2013 untuk periode 10 (sepuluh) tahun berikutnya, yaitu dari tanggal 17 Desember 2020 sampai dengan tanggal 16 Desember 2030.

6. Bahwa, merujuk kepada beberapa hasil pertemuan, **PARA PIHAK** sepakat untuk mengadakan perjanjian kerjasama penggunaan/pemanfaatan sebagian lahan HGU PTPN VIII di Kebun Rancabolang untuk kegiatan usaha **PIHAK KEDUA** tersebut diatas berdasarkan hal – hal sebagai berikut :
- a) Perjanjian Kerjasama antara PTPN VIII dengan PT Geo Dipa Energi (Persero) Tentang Pinjam Pakai Sebagian Lahan HGU Perkebunan Rancabolang Nomor:SP/V.3/1261/XII/2010 dan Nomor:KTR.008/DIRUT-GDE/XII/2010 tertanggal 17 Desember 2010;
  - b) *Addendum* Perjanjian Kerjasama antara PTPN VIII dengan PT Geo Dipa Energi (Persero) Tentang Pinjam Pakai Sebagian Lahan HGU Perkebunan Rancabolang Nomor: ADD/IV.I/365/IV/2013 tertanggal 24 April 2013;
  - c) Surat PT Geo Dipa Energi (Persero) Nomor:250/PST.00-GDE/X/2018 tanggal 17 Oktober 2018 Perihal Perpanjangan Perjanjian Sewa Sebagian Lahan HGU Perkebunan Rancabolang;
  - d) *Minutes Of Meeting* tertanggal 27 Desember 2018;
  - e) *Minutes Of Meeting* tertanggal 10 Januari 2019;
  - f) *Minutes Of Meeting* tertanggal 15 November 2019;
  - g) Surat PT Geo Dipa Energi (Persero) Nomor:189/PST.00-GDE/VI/2020 tanggal 05 Juni 2020 Perihal *Addendum* Perjanjian Kerjasama Pemanfaatan Sebagian Lahan HGU PTPN VIII di Kebun Rancabolang, dengan tambahan rencana penggunaan untuk pemasangan pipa uap dan kondensat PLTP Patuha Unit 2;
  - h) *Minutes Of Meeting* tertanggal 01 Juli 2020;
  - i) Sesuai dengan Surat Direksi PTPN VIII No.SB/1.3/62/I/2019, tanggal 8 Januari 2019, Para Pihak telah melakukan pemeriksaan lokasi lahan yang menjadi **Objek Perjanjian** dengan hasil baik sebagaimana dituangkan dalam Berita Acara Kunjungan Lapangan Sewa Sebagian Lahan HGU Kebun Rancabolang No. BA/RAB/025/I/2019 tanggal 21 Januari 2019;
  - j) Bahwa sesuai dengan Surat Dewan Komisaris PT Perkebunan Nusantara VIII No. 55/Dekom/X/2020 tanggal 15 Oktober 2020, perihal Persetujuan Dewan Komisaris PT Perkebunan Nusantara VIII Atas Perpanjangan Kerjasama Pemanfaatan Sebagian Lahan HGU Kebun Rancabolang oleh PT Geo Dipa Energi (Persero);

PTPN VIII		PT Geo Dipa Energi (Persero)
Kasubag Kerjasama	Kasubag Hukum Korporasi	
		



- k) Surat Direksi PT Perkebunan Nusantara VIII kepada PT Geo Dipa Energi (Persero) Nomor:SB/III.4/5558/X/2020 tanggal 27 Oktober 2020 perihal Izin Prinsip Perpanjangan Kerjasama Pemanfaatan Sebagian Lahan HGU PTPN VIII oleh PT Geo Dipa Energi (Persero) di Kebun Rancabolang untuk Fasilitas Pendukung PLTP Patuha.

Bahwa berdasarkan hal-hal sebagaimana diuraikan di atas, **PARA PIHAK** setuju dan sepakat untuk membuat Perjanjian Kerjasama Pemanfaatan Sebagian Lahan HGU PTPN VIII di Kebun Rancabolang Untuk Fasilitas Pendukung PLTP Patuha, selanjutnya disebut "**Perjanjian**" dengan syarat-syarat dan ketentuan sebagai berikut:

**PASAL 1  
MAKSUD DAN TUJUAN**

- 1) **PIHAK KEDUA** bermaksud menggunakan sebagian lahan Hak Guna Usaha ("**HGU**") Kebun Rancabolang yang merupakan areal **PIHAK PERTAMA** digunakan / dimanfaatkan untuk fasilitas Pendukung PLTP Patuha berupa jalur pipa uap, pipa kondesat, pipa air dan jalur transmisi 6,3 kV PLTP Patuha Unit 1 dan pipa uap dan pipa kondensat PLTP Patuha Unit 2
- 2) **PIHAK PERTAMA** menyetujui penggunaan/pemanfaatan sebagian lahan HGU Kebun Rancabolang sebagaimana ayat (1) diatas dengan mekanisme pemberian kompensasi kepada **PIHAK PERTAMA**.

**PASAL 2  
RUANG LINGKUP PERJANJIAN**

Ruang Lingkup Perjanjian ini meliputi :

- 1) Pelaksanaan Kegiatan Penggunaan/Pemanfaatan sebagian lahan Hak Guna Usaha ("**HGU**") PTPN VIII Kebun Rancabolang yang merupakan areal **PIHAK PERTAMA** untuk fasilitas Pendukung PLTP Patuha berupa jalur pipa uap, pipa kondesat, pipa air dan jalur transmisi 6,3 kV PLTP Patuha Unit 1 dan pipa uap dan pipa kondensat PLTP Patuha Unit 2 dengan mekanisme dan ketentuan sebagaimana diatur di dalam Perjanjian ini;
- 2) Mekanisme kerjasama antara **PIHAK PERTAMA** dan **PIHAK KEDUA** adalah Kerjasama Penggunaan/Pemanfaatan Lahan dengan pemberian kompensasi atas penggunaan/pemanfaatan areal **PIHAK PERTAMA** untuk fasilitas Pendukung PLTP Patuha berupa jalur pipa uap, pipa kondesat, pipa air dan jalur transmisi 6,3 kV PLTP Patuha Unit 1 dan pipa uap dan pipa kondensat PLTP Patuha Unit 2 yang dikelola oleh **PIHAK KEDUA**;
- 3) Pengawasan akan dilakukan oleh **PARA PIHAK** termasuk namun tidak terbatas pada pemberian sanksi dan penghentian kegiatan kerjasama oleh **PIHAK PERTAMA** apabila pada pelaksanaan Kerjasama ini tidak sesuai dengan peraturan perundang - undangan dan ketentuan yang diatur di dalam Perjanjian ini;
- 4) Pelaksanaan monitoring dan evaluasi oleh **PIHAK PERTAMA** (dalam hal ini adalah Manajer Kebun Rancabolang dan atau pejabat lain yang ditunjuk) kepada **PIHAK KEDUA** terhadap jalannya Perjanjian.

PTPN VIII		PT Geo Dipa Energi (Persero)
Kasubag Kerjasama	Kasubag Hukum Korporasi	
		

Halaman 4 dari 15

*Perjanjian antara PT Perkebunan Nusantara VIII - PT Geo Dipa Energi (Persero)*

**PASAL 3**  
**LOKASI DAN LUAS OBJEK PERJANJIAN**

Lahan tanah yang menjadi objek kerjasama ini adalah sebagian dari tanah Hak Guna Usaha (HGU) milik **PIHAK PERTAMA**, sebagai berikut :

Kebun	Afdeling	Blok	Luas (m <sup>2</sup> )
Rancabolang	Rancabolang II dan III	Kendeng, 9,10, 11, 12, dan 32	45.690,733 m <sup>2</sup>

Untuk selanjutnya disebut **Objek Perjanjian**.

**PASAL 4**  
**PENGGUNAAN OBJEK PERJANJIAN**

- 1) **Objek Perjanjian** akan dipergunakan untuk pembangunan jalur pipa uap, pipa kondensat, pipa air dan jalur transmisi 6,3 kV PLTP Patuha Unit 1 dan pipa uap dan pipa kondensat PLTP Patuha Unit 2.
- 2) **PIHAK PERTAMA** setuju untuk memberikan izin kepada **PIHAK KEDUA** untuk melakukan kegiatan sebagaimana dimaksud dalam ayat (1) di atas dan **PIHAK KEDUA** setuju untuk membayar kompensasi sebagaimana diatur dalam Pasal 5 Perjanjian.
- 3) Persetujuan dan ijin yang diberikan **PIHAK PERTAMA** dalam Perjanjian ini mencakup kegiatan-kegiatan yang dilakukan oleh kontraktor dan/atau rekanan serta pemasok **PIHAK KEDUA** termasuk oleh para agen dan para sub-kontraktornya selama proses pembangunan jalur pipa uap dan pipa kondensat, PLTP Patuha Unit 2 atas biaya dan risiko menjadi tanggungjawab **PIHAK KEDUA** sepenuhnya.
- 4) Dalam rangka membangun jalur pipa uap dan pipa kondensat PLTP Patuha Unit 2 tersebut, **PIHAK PERTAMA** akan memenuhi ketentuan perundang-undangan yang berlaku.

**PASAL 5**  
**JANGKA WAKTU PERJANJIAN**

- 1) Jangka Waktu Perjanjian ini untuk Pemanfaatan Sebagian Lahan HGU Perkebunan Rancabolang ("**Objek Perjanjian**") berlaku untuk jangka waktu selama 10 (sepuluh) tahun terhitung sejak tanggal 17 Desember 2020 sampai dengan tanggal 16 Desember 2030.
- 2) Jangka waktu Perjanjian pada ayat 1 Pasal ini dapat diperpanjang untuk selama jangka waktu produksi (*production period*) PLTP Patuha Unit 1 dan PLTP Patuha Unit 2 sesuai dengan Patuha *Geothermal Energy Sales Contract* antara PT PLN (Persero) dan PT Geo Dipa Energi, tanggal 18 Juni 2004, dengan ketentuan permohonan perpanjangan Perjanjian ini diajukan secara tertulis oleh **PIHAK KEDUA** kepada **PIHAK PERTAMA** paling lambat 12 bulan sebelum Perjanjian ini berakhir.
- 3) Perpanjangan jangka waktu Perjanjian ini berlaku apabila **PIHAK PERTAMA** telah melakukan evaluasi terhadap jalannya Perjanjian dan memberikan persetujuan tertulis

PTPN VIII		PT Geo Dipa Energi (Persero)
Kasubag Kerjasama	Kasubag Hukum Korporasi	

Halaman 5 dari 15

*Perjanjian antara PT Perkebunan Nusantara VIII - PT Geo Dipa Energi (Persero)*



- kepada **PIHAK KEDUA** serta selanjutnya **PARA PIHAK** akan mengadakan dan menandatangani perpanjangan dan/atau perjanjian baru.
- 4) Dalam hal **PIHAK KEDUA** bermaksud untuk memperpanjang jangka waktu Perjanjian sebagaimana disebut pada ayat (2) diatas maka penentuan kompensasi Pemanfaatan **Objek Perjanjian** akan dihitung berdasarkan mekanisme serta ketentuan **PIHAK PERTAMA** dengan berdasarkan pada nilai NJOP lahan Perkebunan tersebut pada tahun berjalan.

#### PASAL 6 KOMPENSASI PENGGUNAAN LAHAN

Pembayaran Kompensasi atas Pemanfaatan **Objek Perjanjian** oleh **PIHAK KEDUA** kepada **PIHAK PERTAMA** dilakukan setiap tahun selama jangka waktu berlakunya Perjanjian ini, berdasarkan penagihan tertulis yang dilakukan oleh **PIHAK PERTAMA** kepada **PIHAK KEDUA** yang diajukan pada setiap bulan Desember tahun berjalan, dengan perhitungan sebagai berikut:


- 1) Untuk pembayaran kompensasi pada **tahun pertama** dan seterusnya sampai dengan Perjanjian ini berakhir, dihitung berdasarkan luas seluruh **Objek Perjanjian**, yaitu seluas **45,690,733 m<sup>2</sup>**, dengan rincian sebagai berikut:

Jenis Lahan	Luas (m <sup>2</sup> )	Kompensasi
Lahan Produktif/Tanaman Teh	23.332,830	23.332,830 x NJOP tahun berjalan
Emplasemen	10.201,769	10.201,769 x NJOP tahun berjalan
Jalan Operasional	11.014,984	11.014,984 x NJOP tahun berjalan
Lahan Cadangan/Tidak Produktif	1.141,150	1.141,150 x NJOP tahun berjalan

- 2) Kompensasi sebagaimana ayat (1) diatas belum termasuk pembayaran PPN 10% dan pembayaran Pajak Bumi dan Bangunan (PBB).

#### PASAL 7 TATA CARA PEMBAYARAN

- 1) Pembayaran penggunaan **Objek Perjanjian** dilakukan dengan cara transfer oleh **PIHAK KEDUA** ke rekening **PIHAK PERTAMA** dengan rincian sebagai berikut:
- No Rekening : **130.0074.000020**
  - Nama Bank : PT Bank Mandiri Cabang Asia Afrika Selatan
  - Atas Nama : PT Perkebunan Nusantara VIII
- 2) Pembayaran dilakukan **PIHAK KEDUA** selambat-lambatnya 30 (tiga puluh) hari kalender setelah menerima surat penagihan dan invoice dari **PIHAK PERTAMA**.
- 3) Dalam hal **PIHAK KEDUA** mengalami keterlambatan pembayaran sebagaimana Pasal 6 dan 7 Perjanjian ini dari waktu yang ditentukan, maka **PIHAK KEDUA** dikenakan sanksi denda keterlambatan sebesar 0,1% (nol koma satu persen) per hari dari Nilai Kompensasi dengan ketentuan denda maksimum yang dapat dikenakan kepada **PIHAK KEDUA** adalah 5% (lima persen) dari Nilai Kompensasi yang ditagihkan.

PTPN VIII		PT Geo Dipa Energi (Persero)
Kasubag Kerjasama	Kasubag Hukum Korporasi	
		




Halaman 6 dari 15

*Perjanjian antara PT Perkebunan Nusantara VIII - PT Geo Dipa Energi (Persero)*

- 4) Apabila denda maksimum sebagaimana ayat (3) diatas tidak terpenuhi maka Perjanjian ini berakhir dengan sendirinya tanpa mengabaikan kewajiban **PARA PIHAK** yang menjadi hak **PIHAK** yang dirugikan sebagaimana diatur di dalam Perjanjian ini.

**PASAL 8**  
**HAK DAN KEWAJIBAN PIHAK PERTAMA**




- 1) **HAK PIHAK PERTAMA** dalam Perjanjian ini berhak :
- a) Menerima kompensasi penggunaan/pemanfaatan **Objek Perjanjian** dan denda (apabila ada) sebagaimana Pasal 6 dan Pasal 7 Perjanjian ini.
  - b) Mendapatkan jaminan keamanan, ketertiban dan ganti rugi atas risiko dan kejadian yang diakibatkan oleh kelalaian **PIHAK KEDUA** berkaitan dengan pemanfaatan **Objek Perjanjian** yang menimpa karyawan, masyarakat serta menimpa aset, harta benda atau properti milik **PIHAK PERTAMA**.
  - c) Mendapatkan prioritas penggunaan *brine water / direct use* bagi kepentingan pengolahan teh **PIHAK PERTAMA** yang pelaksanaannya lebih lanjut akan disepakati **PARA PIHAK**.
  - d) Terlepas dari segala tuntutan kerugian yang dialami oleh pihak lain sebagai akibat kelalaian **PIHAK KEDUA**.
  - e) **PIHAK PERTAMA** berhak untuk mengambil segala tindakan yang diperlukan jika **Objek Perjanjian** tidak digunakan sesuai dengan tujuan Perjanjian ini tanpa ada tuntutan apapun dari **PIHAK KEDUA**.
  - f) **PIHAK PERTAMA** berhak mendapatkan jaminan dari **PIHAK KEDUA** terhadap tuntutan ganti rugi dari pihak ketiga yang ditimbulkan akibat kelalaian **PIHAK KEDUA** termasuk personil, kontraktor, sub kontraktor dan/atau rekanan **PIHAK KEDUA** atas pemanfaatan **Objek Perjanjian**.
  - g) Mendapatkan jaminan di Areal Kebun untuk tidak dimanfaatkan oleh pihak lain termasuk namun tidak terbatas kegiatan diluar yang telah disepakati dan/atau yang diakibatkan dari Perjanjian ini.
  - h) Mendapatkan jaminan dibebaskan dari segala risiko dan tanggungjawab atas tidak dilaksanakan atau tidak dipenuhinya kewajiban perizinan oleh **PIHAK KEDUA** terhadap pelaksanaan Perjanjian ini.
  - i) Seluruh pelaksanaan kegiatan di lapangan harus sesuai dengan Perjanjian ini, maka Manajemen Kebun Rancabolang beserta kuasa substitusinya ditunjuk sebagai pengawas lapangan.
  - j) **PIHAK PERTAMA** dilepaskan dari segala tuntutan baik perdata maupun pidana serta dalam bentuk tuntutan apapun yang diakibatkan jalannya Perjanjian ini termasuk namun tidak terbatas pada tidak terpenuhinya perijinan - perijinan dan kegiatan - kegiatan yang dilakukan oleh **PIHAK KEDUA** termasuk personil, kontraktor, sub kontraktor dan/atau rekanan **PIHAK KEDUA**.
  - k) Menerima **Objek Perjanjian** dalam keadaan baik/layak pada saat berakhirnya Perjanjian ini paling lambat 30 (tiga puluh) hari kalender sejak Perjanjian berakhir dan atau diakhiri.

PTPN VIII		PT Geo Dipa Energi (Persero)
Kasubag Kerjasama	Kasubag Hukum Korporasi	
		

Halaman 7 dari 15

*Perjanjian antara PT Perkebunan Nusantara VIII - PT Geo Dipa Energi (Persero)*

- memprioritaskan dan memperhatikan kelestarian lingkungan serta membayar denda keterlambatan pembayaran (apabila ada) sebagaimana Pasal 7 Perjanjian ini.
- b) Sebelum memulai kegiatan, **PIHAK KEDUA** terlebih dahulu memperlihatkan IUP atau dokumen/surat ijin yang sah dan menyelesaikan pembayaran kompensasi penggunaan tanah **Objek Perjanjian** sebagaimana Pasal 6 dan Pasal 7 Perjanjian ini secara tepat waktu.
  - c) Menggunakan lahan milik **PIHAK PERTAMA** agar sesuai dengan peruntukan dan penggunaannya sebagaimana Pasal 3 dan Pasal 4 Perjanjian ini.
  - d) Menjamin untuk tidak memindahtangankan, menyewakan dan mengagunkan baik sebagian maupun keseluruhan **Objek Perjanjian** kepada pihak ketiga dengan bentuk, cara dan alasan apapun selama berlangsungnya Perjanjian ini.
  - e) Menjamin untuk tidak menyimpan dan menimbun senjata api, bahan peledak dan atau barang terlarang/berbahaya lainnya pada **Objek Perjanjian**, kecuali setelah mendapat ijin khusus dari instansi yang berwenang.
  - f) **PIHAK PERTAMA** berhak mendapatkan jaminan dari **PIHAK KEDUA** terhadap tuntutan ganti rugi dari pihak ketiga yang ditimbulkan akibat kelalaian **PIHAK KEDUA** termasuk personil, kontraktor, sub kontraktor dan/atau rekanan **PIHAK KEDUA** atas pemanfaatan **Objek Perjanjian**
  - g) Melepaskan **PIHAK PERTAMA** dari segala tuntutan baik perdata maupun pidana serta dalam bentuk tuntutan apapun yang diakibatkan jalannya Perjanjian ini termasuk namun tidak terbatas pada tidak terpenuhinya perijinan - perijinan dan kegiatan - kegiatan yang dilakukan oleh **PIHAK KEDUA** termasuk personil, kontraktor, subkontraktor dan/atau rekanan **PIHAK KEDUA**.
  - h) Memelihara dan menjaga kelestarian lingkungan sekitar lokasi **Objek Perjanjian** sesuai dengan ketentuan dalam dokumen AMDAL dan ketentuan perundang-undangan yang berlaku.
  - i) Tidak mengganggu akses jalan produksi **PIHAK PERTAMA**, dan bersedia memperbaiki, serta memelihara dan memperbaiki kerusakan jalan di atas **Objek Perjanjian** yang dipergunakan oleh **PIHAK KEDUA**.
  - j) Memberikan prioritas penggunaan *brine water / direct use* bagi kepentingan pengolahan teh **PIHAK PERTAMA** yang pelaksanaannya lebih lanjut akan disepakati **PARA PIHAK**.
  - k) Menjamin keamanan dan ketertiban atas risiko dan kejadian yang diakibatkan oleh kelalaian berkaitan dengan pemanfaatan **Objek Perjanjian** yang menimpa karyawan, masyarakat serta menimpa asset, harta benda atau property milik **PIHAK PERTAMA**.
  - l) Memahami dan mematuhi peraturan perundang-undangan di bidang keselamatan dan kesehatan kerja, perlindungan lingkungan, serta memenuhi standar yang berlaku.
  - m) Mengelola lingkungan hidup mencakup kegiatan pencegahan dan penanggulangan pencemaran serta pemulihan fungsi lingkungan hidup dan melakukan reklamasi atas **Objek Perjanjian**.
  - n) Melaksanakan program pengembangan dan pemberdayaan masyarakat setempat sesuai dengan program-program *Community Development* **PIHAK KEDUA**.
  - o) Bertanggungjawab atas segala tuntutan pihak lain sebagai akibat kelalaian **PIHAK KEDUA**, dan melepaskan atas kewajiban bagi **PIHAK PERTAMA**.

PTPN VIII		PT Geo Dipa Energi (Persero)
Kasubag Kerjasama	Kasubag Hukum Korporasi	
		

Halaman9dari15



- p) **PIHAK KEDUA** melakukan sosialisasi atas pelaksanaan kegiatan pemanfaatan **Objek Perjanjian** kepada masyarakat dan karyawan sekitar Kebun Rancabolang serta memasang plang bertuliskan: "Kegiatan Kerjasama Pemanfaatan / Penggunaan ini dilakukan di atas HGU PT Perkebunan Nusantara VIII Kebun Rancabolang".
- q) Melakukan evaluasi terhadap jalannya Perjanjian ini dan melaporkannya kepada **PIHAK PERTAMA**.

**PASAL 10**  
**KEADAAN KAHAR (*FORCE MAJEURE*)**

- 1) Keadaan Kahar (*force majeure*) adalah setia peristiwa atau kejadian yang berada diluar kekuasaan/kemampuan **PARA PIHAK** untuk menghindarinya dan terjadi bukan karena kesalahan/kelalaian **PARA PIHAK**, termasuk tetapi tidak terbatas pada peristiwa bencana alam seperti gempa bumi, banjir, badai, angin topan dan curah hujan yang dibuktikan dengan laporan curah hujan yang mengakibatkan jalan licin sesuai aporan tertulis dari Manajer Kebun, putusnya jalan/jembatan setempat okasi, pemogokan umum, huru hara, perang, peraturan pemerintah khususnya di bidang ekonomi dan moneter, sehingga pihak yang bersangkutan tidak bias melaksanakan kewajibannya berdasarkan surat perjanjian ini.
- 2) Masing - masing Pihak dibebaskan dari tanggungjawab berdasarkan Perjanjian ini atas keterlambatan atau kegagalan dalam memenuhi kewajiban yang tercantum dalam Perjanjian ini yang disebabkan atau diakibatkan oleh kejadian diluar kuasa masing-masing Pihak yang dapat digolongkan sebagai *Force Majeure*.
- 3) Apabila terjadi *Force Majeure* maka pihak yang bersangkutan harus memberitahukan kepada Pihak lainnya selambat-lambatnya dalam waktu 7 (tujuh) hari kalender setelah *Force Majeure* terjadi. **PARA PIHAK** berkewajiban untuk melakukan tindakan-tindakan yang layak untuk mengurangi akibat terjadinya *Force Majeure*, sehingga Perjanjian ini dapat terlaksana kembali sesuai dengan ketentuan-ketentuan yang telah diperjanjikan.
- 4) Apabila **PIHAK** yang mengalami keadaan kahar (*force majeure*) tidak menerima persetujuan atau penolakan dari pihak lainnya, maka pihak lainnya dianggap tidak menyetujui adanya keadaan kahar (*force majeure*) tersebut, sehingga tetap harus melaksanakan kewajiban-kewajibannya sebagaimana Perjanjian ini.
- 5) **PARA PIHAK** sepakat bahwa Pandemi Covid 19 dikecualikan dari keadaan Kahar (*Force Majeure*) sebagaimana ayat (1) sampai dengan ayat (3) di atas.

**PASAL 11**  
**KEAMANAN ASET MILIK PIHAK KEDUA**

Apabila terjadi kerusakan atau kehilangan atas aset maupun barang milik **PIHAK KEDUA** yang disebabkan oleh kealpaan dan/atau kesengajaan kontraktor dan/atau rekanan serta pemasok **PIHAK KEDUA** termasuk oleh para agen dan para sub-kontraktornya selama berada di lokasi menjadi tanggungjawab pihak **PIHAK KEDUA**.

PTPN VIII		PT Geo Dipa Energi (Persero)
Kasubag Kerjasama	Kasubag Hukum Korporasi	
		

Halaman 10 dari 15

*Perjanjian antara PT Perkebunan Nusantara VIII - PT Geo Dipa Energi (Persero)*


**PASAL 12**  
**PENGEMBALIAN LAHAN DAN REKLAMASI**

- 1) Terhadap tanah yang disetujui atau sebagian dari tanah yang disetujui karena tidak lagi diperlukan atau selambat-lambatnya 30 (tiga puluh) hari kalender setelah berakhirnya Perjanjian, maka **PIHAK KEDUA** berkewajiban untuk mengembalikan Tanah **Objek Perjanjian** dalam keadaan semula dan atau melalui biaya penanaman kembali tanaman/tegakan sebesar Rp.25.000.000,- (Dua Puluh Lima Juta) setiap hektarnya dan atau sesuai dengan peraturan perundang-undangan serta ketentuan yang berlaku, dihitung secara proporsional berdasarkan jumlah bidang tanah yang nyata dikembalikan.
- 2) Segala pajak, restitusi dan biaya-biaya lain yang berkenaan dengan pengembalian **Objek Perjanjian** menjadi tanggungjawab **PIHAK KEDUA**.

**PASAL 13**  
**PENGAKHIRAN PERJANJIAN**

Dengan mengesampingkan ketentuan Pasal 1266 KUH Perdata, Perjanjian ini berakhir apabila memenuhi sebagian atau seluruhnya hal-hal berikut:

- 1) Jangka waktu Perjanjian telah berakhir dan tidak ada kesepakatan perpanjangan dari **PARA PIHAK**.
- 2) **PIHAK PERTAMA** dapat memutuskan secara sepihak Perjanjian ini dalam hal **PIHAK KEDUA** melakukan perbuatan-perbuatan tersebut dibawah ini:
  - a. **PIHAK KEDUA** melanggar atau tidak memenuhi satu atau beberapa Pasal dari Surat Perjanjian ini dan **PIHAK PERTAMA** atau pengawas yang ditunjuk **PIHAK PERTAMA** telah melakukan teguran kepada **PIHAK KEDUA**;
  - b. **PIHAK KEDUA** memindah tangankan atau mengagunkan objek kerjasama/pekerjaan, baik sebagian maupun keseluruhannya kepada pihak lain tanpa izin tertulis dari **PIHAK PERTAMA**;
  - c. **PIHAK KEDUA** mengundurkan diri dan menyatakan tidak sanggup menyelesaikan kegiatan kerjasama;
  - d. **PIHAK KEDUA** dinyatakan pailit berdasarkan putusan hakim yang berkekuatan hukum tetap;
  - e. Adanya ketentuan atau kebijakan Pemerintah dan/atau peristiwa lainnya yang mengakibatkan Perjanjian ini diakhiri sepihak.
  - f. Berdasarkan hasil evaluasi kerjasama ini tidak menguntungkan **PIHAK PERTAMA**. Dengan ketentuan **PIHAK KEDUA** tetap melaksanakan kewajiban yang belum diselesaikan kepada **PIHAK PERTAMA**.
- 3) **PIHAK KEDUA** terlambat melakukan pembayaran nilai kompensasi penggunaan/pemanfaatan lahan serta denda keterlambatan (apabila ada) sebagaimana Pasal 6 dan 7 Perjanjian ini.

PTPN VIII		PT Geo Dipa Energi (Persero)
Kasubag Kerjasama	Kasubag Hukum Korporasi	
		

Halaman 11 dari 15

*Perjanjian antara PT Perkebunan Nusantara VIII - PT Geo Dipa Energi (Persero)*

- 4) **PIHAK KEDUA** membebaskan **PIHAK PERTAMA** dari segala tuntutan hukum baik perdata maupun pidana dari pihak ketiga sebagai akibat pelaksanaan pemutusan Perjanjian ini.
- 5) Berakhirnya dan atau Pemutusan Perjanjian ini tidak menghapuskan kewajiban-kewajiban **PIHAK KEDUA** kepada **PIHAK PERTAMA** yang belum dipenuhi dan segala biaya yang telah dikeluarkan oleh **PIHAK KEDUA** tidak dapatdi kembalikan.
- 6) Dengan diakhirinya Perjanjian ini maka **PIHAK KEDUA** selambat – lambatnya dalam waktu 30 (tiga puluh) hari kalender sejak tanggal pengakhiran Perjanjian baik secara sepihak dan atau disepakati harus mengembalikan **Objek Perjanjian** sebagaimana Pasal 3 Perjanjian ini kepada **PIHAK PERTAMA**. Apabila dalam jangka waktu 30 (tiga puluh) hari kalender **PIHAK KEDUA** tidak mengembalikan/mengosongkan **Objek Perjanjian** maka **PIHAK PERTAMA** akan menggunakan kewenangannya untuk mengosongkan dan mengambil alih **Objek Perjanjian** dengan biaya ditanggung oleh **PIHAK KEDUA** yang akan dibuktikan dengan dokumen tagihan/*Invoice* yang dikirimkan oleh **PIHAK PERTAMA** kepada **PIHAK KEDUA**.

**PASAL 14  
KEBIJAKAN ANTI SUAP**

- 1) Bahwa **PIHAK PERTAMA** dan **PIHAK KEDUA** sepakat membangun kerjasama yang mengedepankan kepatuhan terhadap Kebijakan Anti Penyuapan dan sama-sama berkomitmen untuk mencegah penyuapan oleh atau atas nama keuntungan **PIHAK PERTAMA** dan **PIHAK KEDUA**.
- 2) **PIHAK KEDUA** memiliki tanggung jawab untuk mencegah dan menghindari segala bentuk suap menyuap dari/kepada **PIHAK PERTAMA** dan pihak lainnya.
- 3) Bahwa apabila terjadi penyuapan oleh atau atas nama atau untuk keuntungan **PIHAK PERTAMA** dan **PIHAK KEDUA** sehubungan dengan Perjanjian, kedua pihak sepakat untuk mengakhiri Perjanjian.




**PASAL 15  
HUKUM YANG BERLAKU**

Perjanjian ini tunduk pada dan ditafsirkan berdasarkan hukum negara Republik Indonesia.

**PASAL 16  
PENYELESAIAN PERSELISIHAN**

**PARA PIHAK** menyepakati bahwa apabila terjadi perbedaan pendapat atau perselisihan diantara **PARA PIHAK** yang timbul atau ebagai akibat dari berlakunya Perjanjian ini, maka perbedaan pendapat-pendapat atau perselisihan tersebut harus diselesaikan dengan cara sebagai berikut:

- 1) **Musyawarah**  
**PARA PIHAK** harus berusaha dengan itikad baik untuk menyelesaikan perbedaan pendapat atau perselisihan melalui pertemuan dan perundingan oleh dan diantara jajaran manajemen

PTPN VIII		PT Geo Dipa Energi (Persero)
Kasubag Kerjasama	Kasubag Hukum Korporasi	
		

Halaman12dari15

*Perjanjian antara PT Perkebunan Nusantara VIII - PT Geo Dipa Energi (Persero)*



masing-masing yang memiliki kewenangan untuk mengambil keputusan tanpa memerlukan adanya penunjukkan atau perwakilan dari kuasa hukum apapun.

2) **Proses Hukum**

Apabila perbedaan pendapat atau perselisihan tersebut tidak dapat diselesaikan sesuai dengan prosedur di atas dalam jangka waktu 30 (tiga puluh) hari kalender sejak pertemuan pertama para jajaran manajemen, maka **PARA PIHAK** setuju untuk menyelesaikan perbedaan pendapat atau perselisihan tersebut secara hukum yang berlaku di Negara Republik Indonesia melalui Badan Arbitrase Nasional Indonesia (BANI) di Bandung dengan 3 (tiga) orang arbiter yang ditunjuk berdasarkan peraturan BANI.

3) Selama proses musyawarah masih berlangsung **PIHAK KEDUA** tidak diperkenankan menghentikan pekerjaan, kecuali **PIHAK PERTAMA** menentukan sebaliknya.

4) Semua biaya yang timbul untuk penyelesaian perselisihan ditetapkan sesuai dengan Badan Arbitrase Nasional Indonesia (BANI).

**PASAL 17  
KORESPONDENSI**

Setiap pemberitahuan yang dimaksud dalam Perjanjian ini harus dilakukan secara tertulis dan harus dianggap telah diterima oleh Pihak yang lain, bila disampaikan secara langsung atau melalui surat tercatat atau melalui *facsimile* kepada alamat sebagaimana tercantum di bawah ini:




**a) PIHAK PERTAMA : PT PERKEBUNAN NUSANTARA VIII (PTPN VIII)**

- Alamat : Jl. Sindang Sirna No.4 Bandung, 40153
- Telepon : 022 - 2038966
- Facsimile : 022 - 20331455
- Up : **Mohammad Yudayat**
- Jabatan : Direktur

**b) PIHAK KEDUA : PT GEO DIPA ENERGI (PERSERO)**

- Alamat : Aldevco Octagon 2nd Floor  
Jl. Warung Jati Barat No.75 Jakarta Selatan
- Telp. : 021 - 7982925
- Facsimile : 021 - 7982930
- Up : **Riki Firmandha Ibrahim**
- Jabatan : Direktur Utama

Setiap perubahan alamat akan diberitahukan secara tertulis kepada Pihak lain dalam jangka waktu 7 (tujuh) hari kalender

PTPN VIII		PT Geo Dipa Energi (Persero)
Kasubag Kerjasama	Kasubag Hukum Korporasi	
		

**PASAL 18  
ADDENDUM**



- 1) **PARA PIHAK** dapat melakukan *addendum* atas Perjanjian ini, dalam hal terjadi keadaan kahar (*Force majeure*) atau keadaan lain yang bukan merupakan kesalahan atau kelalaian **PIHAK KEDUA** dengan ketentuan keadaan lain tersebut terlebih dahulu disetujui secara tertulis oleh **PIHAK PERTAMA**.
- 2) Perubahan dan penambahan satu atau beberapa Pasal dalam Perjanjian ini yang akan dibuat kemudian oleh **PARA PIHAK** maka ketentuan Pasal tersebut adalah mengikat dan korespondensi yang menyertainya merupakan satu kesatuan dari Perjanjian ini.

**PASAL 19  
ITIKAD BAIK**

- 1) Perjanjian ini dilaksanakan secara kelembagaan dengan menghormati segala ketentuan yang berlaku dan **PARA PIHAK** secara bersama-sama bertanggungjawab atas pelaksanaan Perjanjian ini serta tunduk dan patuh kepada peraturan perundang-undangan yang berlaku.
- 2) Perjanjian ini tetap berlaku dan mengikat **PARA PIHAK** selama jangka waktu Perjanjian meskipun terjadi perubahan pengurus **PARA PIHAK**. Jika terjadi perubahan pengurus **PARA PIHAK**, maka Perjanjian mengikat **PIHAK** yang menggantikannya.
- 3) Dalam hal terjadi satu, atau lebih ketentuan dalam Perjanjian ini menjadi tidak berlaku atau tidak dapat dilaksanakan karena adanya suatu peraturan perundang-undangan, putusan atau kebijaksanaan dari Pemerintah, maka hal tersebut tidak menyebabkan ketentuan-ketentuan yang lainnya dari Perjanjian ini menjadi tidak berlaku atau tidak mengikat kecuali **PARA PIHAK** menghendaki lain.

**PASAL 20  
LAIN-LAIN**

- 1) Hal penting yang merupakan prinsip dalam Perjanjian ini adalah bahwa Perjanjian ini harus dapat memberikan manfaat yang sebaik-baiknya bagi **PARA PIHAK**.
- 2) **PARA PIHAK** melaksanakan kerjasama secara kelembagaan dan saling menghormati peraturan dan ketentuan di masing-masing **PIHAK**.
- 3) Dalam pelaksanaan Perjanjian ini, **PARA PIHAK** menyatakan tunduk pada peraturan perundang-undangan yang berlaku.
- 4) Perjanjian ini tetap mengikat **PARA PIHAK** walaupun diantara salah satu **PIHAK** atau **PARA PIHAK** terjadi perubahan atau penggantian status, kelembagaan maupun pimpinan/pengganti hak.
- 5) Pimpinan/pengganti hak sebagaimana dimaksud pada ayat (4) merupakan **PIHAK** yang sah sesuai dengan peraturan perundang-undangan maupun anggaran dasarnya dan karenanya berwenang meneruskan Perjanjian ini maupun perjanjian lainnya.

PTPN VIII		PT Geo Dipa Energi (Persero)
Kasubag Kerjasama	Kasubag Hukum Korporasi	
		

Halaman 14 dari 15





*Perjanjian antara PT Perkebunan Nusantara VIII - PT Geo Dipa Energi (Persero)*



- 6) Ketentuan-ketentuan serta hal-hal yang belum cukup diatur dalam Perjanjian ini, atau telah cukup diatur namun hendak diubah oleh **PARA PIHAK**, akan dituangkan dalam *Addendum*, *Amandemen* atau Perubahan Perjanjian yang disepakati serta ditandatangani oleh **PARA PIHAK**

Demikian Perjanjian ini dibuat rangkap 2 (dua) bermaterai cukup, yang masing-masing mempunyai kekuatan hukum yang sama, untuk dipergunakan sebagaimana mestinya serta ditandatangani oleh **PARA PIHAK** pada tanggal sebagaimana tercantum dalam permulaan Perjanjian ini.

<p><b>PIHAK KEDUA</b> <b>PT GEO DIPA ENERGI (PERSERO)</b></p>  <p><b><u>RIKI FIRMANDHA IBRAHIM</u></b> Direktur Utama</p>	<p><b>PIHAK PERTAMA</b> <b>PT PERKEBUNAN NUSANTARA VIII</b></p>  <p><b><u>MOHAMMAD YUDAYAT</u></b> Direktur</p>
--	---

PTPN VIII			PT Geo Dipa Energi (Persero)
SEVP Business Support	Kabag Renstra & Opser	Sekretaris Perusahaan	
			

Halaman 15 dari 15

*Perjanjian antara PT Perkebunan Nusantara VIII - PT Geo Dipa Energi (Persero)*

## Appendix 5: Summary of Stakeholder Consultations

### Sugihmukti Village, September 20, 2022

Question	Information
<b>Community Overview</b>	
Communities livelihood	<p>FGD participants were represented to residents who live in 4 villages in Sugihmukti Village, namely Kendeng Village, Babakan Village, Waas Village, and Patuha Village. The four villages are located close to the project site. Many of the people of Sugihmukti Village work as tea pickers because the geographical condition of the village is in the highlands so it is very suitable for tea plantations. There are several tea plantations in Sugihmukti Village, both owned by private companies and state-owned enterprises (PTPN VIII). The existence of these companies absorbs a lot of workers from Sugihmukti Village. Apart from tea pickers, many also work as horticultural farmers growing various kinds of vegetables. This work is also used as a side job for tea pickers by working on land owned by tea plantation companies without a permit. Both jobs as tea pickers and garden farmers are accessible to both women and men.</p>
Community challenges in developing livelihoods	<p>In general, the challenges in developing a horticultural farming business include:</p> <ul style="list-style-type: none"> <li>- Difficulty in accessing subsidized fertilizers because it is limited by quotas and only given to farmer groups. Under these conditions, access to fertilizers is very limited, so farmers usually buy non-subsidized fertilizers which are twice as expensive as subsidized fertilizers (1 sack of Rp. 120 thousand).</li> <li>- The condition of the area in a mountainous area with access roads that are damaged makes it difficult for farmers to sell their own garden/field products to the market so that farmers have no other choice but to sell them to dealers/middlemen at low prices. The difference in price can reach Rp. 2 thousand / kg from the market price.</li> </ul>

Question	Information
	<p>Meanwhile, the challenges faced by tea pickers include:</p> <ul style="list-style-type: none"> <li>- Most are still casual workers so their wages are lower than permanent employees. For example, a privately owned tea plantation company located in Rancabolang Village has 200 permanent workers and 400 freelancers. Freelancers are paid Rp. 40,000 per day with working hours from 7 am to 2 pm.</li> <li>- Tea plantation companies in Sugihmukti Village (both PTPN VIII and the private sector) are unable to compete with imported tea from India and Vietnam, which charge lower prices, causing a decline in tea production capacity. This condition affects the income of freelancers and piece workers who depend on the company's production targets. In addition, the decrease has caused the company's need for permanent workers to decrease.</li> </ul>
<p>Efforts made to overcome these challenges</p>	<p>Most of the tea pickers, both freelancers and permanent workers, have side jobs as horticultural gardeners by illegally using PTPN VIII's land. This condition is actually known by the company but seems to be ignored. According to the FGD participants, this was because it was considered that the cultivated land was not too wide or only 3-4 stakes (one peg covering an area of 20 m2) or just helping the economy of the tea pickers whose income was decreasing.</p> <p>With the condition of the Sugihmukti Village area which is in a mountainous area, it is difficult for farmers to sell their garden products. Limited access to markets causes farmers to rely heavily on dealers/middlemen. The price determined is usually not in accordance with the market price because in general farmers do not have information on the price of vegetable commodities on the market.</p>
<p>What should be done to improve and address issues related to livelihoods</p>	<p>According to one participant who lives in Babakan Village, to increase the income of garden farmers, namely by repairing roads to make it easier for farmers to sell their garden products to the market.</p>

Question	Information
<b>Public Perception</b>	
Community perception of the Patuha 2 project	Participants' perceptions of the Patuha 2 project were more positive than that of Patuha 1 because they communicated with the community more often. Participants felt that Patuha 2 was closer to the community because they often held meetings with the community or held socialization activities so that all project activities in Patuha 2 were well informed. For example, when there is preparation for well testing, Patuha 2 often holds meetings with residents. At that time in one month can hold 4 meetings.
Community perception of the Patuha project 1	Participants compared with those of Patuha 1 who had very little coordination and communication with the community. When there are activities that will have an impact on local residents, they are usually not socialized first. However, at this time, Patuha 1 began to communicate a lot with the community because they saw that Patuha 2 often communicated with the Patuha 2 project.
<b>Project Impact</b>	
Negative impacts of the project on the community	Although there are negative impacts from project activities such as vibration and noise, residents can understand it because it has been given intensive socialization so that it reduces the sense of concern from residents.
Positive impact of the project on the community	The existence of GDE has a positive impact on the community in the form of providing assistance, such as packages of basic necessities, assistance for the construction of public facilities (construction of football fields, road construction), donations for social activities (religious activities, 17th anniversary celebrations, etc.), free wifi networks, and etc. Another positive impact in terms of absorption of local labor.
Project impact on community livelihoods.	The existence of GDE does not affect the livelihoods of residents as tea pickers and garden farmers.

Question	Information
<p>Community expectations related to the existence of the project.</p>	<p>Generally, the expectations that arise from FGD participants are more about providing assistance from GDe to the community. It is hoped that GDE will assist GDE with all problems that cannot be accommodated or realized by the village government, such as facilitating the procurement of Diniyah teachers in Babakan Village to teach the Koran to children, and assisting in the placement of female teachers to teach in elementary schools in Kendeng Village. Actually, the residents themselves have proposed it to the village government through the Musrenbang. Since it has not been realized, the GDE tries to push it to the village government or local government.</p> <p>Another hope is related to the recruitment of local workers so that the number can be increased. Then the female participants hoped that GDE could help free internet that targets school children. Although there has been free wifi assistance installed in the mosque environment, it is considered unstable and the internet network is slow because it is accessed by many people.</p>
<b>Complaint Channel</b>	
<p>If there are complaints from the community related to the project, what is the mechanism for submitting complaints?</p>	<p>Sugihmukti village is the closest village to the project site, so when there is a complaint it is usually conveyed verbally to the security guard or in a meeting/socialization activity organized by the GDE. Complaints that have</p>
<p>What complaints have been submitted to the project?</p>	<p>been submitted are related to vibrations caused by project activities and project vehicle mobilization.</p>
<p>How did the project respond to community complaints?</p>	<p>According to FGD participants, verbal complaints were effective because GDE always responded quickly.</p>
<p>The time it takes from the reporting process to being responded to and then completed.</p>	
<p>Are the people satisfied with the existing complaint channel mechanism? What are your hopes or suggestions for improving this complaint channel?</p>	

Question	Information
<p>Has there been any Comdev program from the project to the community?</p>	<p>There are quite a number of aids or programs for community development that are carried out regularly every year, including the Smart GDE Program which provides scholarship assistance to school children. A training program for coffee farmers through the Coffee Planting Movement, which is the result of a collaboration between GDE and the Ministry of Agriculture.</p> <p>Free wifi program for school children's learning needs. This program was implemented 2 years ago to assist learning activities during the pandemic using the Distance Learning (PJJ) method. Initially, this free wifi network was located near the water pond location, then it was moved to the mosque environment so that children could be more comfortable in accessing the internet. Although from the beginning this assistance was intended to help children's learning activities, but many residents tried to access it, causing the internet network to be slower.</p> <p>The GDE often provides assistance with basic food packages to residents, especially in commemorating religious holidays. The number of aid packages given to residents is mostly given to residents who live in villages that are located close to the project site, such as Kampung Kendeng, Kampung Babakan and Kampung Pasir Waas. Meanwhile, for villages that are located a bit far from the project site, such as Patuha Village, not all residents receive the aid package. As stated by Kadus Patuha, the number of families in his village is 300 families, but the aid packages provided are only 200 packages.</p>
<p>What programs are considered appropriate for improving people's livelihoods</p>	<p>According to FGD participants, so far there have not been many programs from the GDE targeting community livelihoods. Only training activities for coffee farmers are held at Gertak (Coffee Farmers Movement). In general, the livelihoods of residents who live close to the project</p>

Question	Information
	<p>site are working as tea pickers in tea plantation companies. Although they have a side job working on garden land, the status of the land is illegal because it is cultivated without the company's permission.</p> <p>There were several inputs from FGD participants related to programs that could have implications for improving people's livelihoods, namely assistance in providing seeds or fertilizers, providing training to farmers to increase knowledge and skills in farming and business training for women to increase household income.</p>
<b>Information Channel</b>	
<p>Has the project party provided information related to the project through consultation/socialization with the community?</p>	<p>According to FGD participants, GDE unit 2 often holds outreach activities to the community related to activities at the project site. The socialization activity created a space for communication between the project party and the community. The community is increasingly informed about the activities carried out at the project site. In addition, the community has been given training on risk mitigation so that they are responsive when something happens at the project site.</p> <p>Socialization activities organized by the GDE are usually carried out in every village located in the mosque.</p> <p>Community participation in socialization activities is quite high because it is carried out outside working hours in tea plantations or in the fields. Even though women are also present, they are usually less active because they think that their opinions are already represented by men.</p>

**Panundaan Village, September 21, 2022**

Question	Information
<b>Community Overview</b>	
Village people's livelihood	<p>Most of the people work as farm laborers (50%), farmers (30%) and other sectors such as employees and MSMEs, especially in the culinary field (20%). A small number of residents are developing businesses in the field of Multimedia such as photography and design who are members of the Jorjoran community.</p> <p>The number of families in Panundaan village is 4,350 families with a total of around 13000 people. The wages of male farm workers are Rp. 60,000/day, while the wages of female workers are Rp. 40,000/day.</p>
Community challenges in developing livelihoods	<p>Perfect competition market conditions for farmers where most of the people work as farmers and farm laborers. Agriculture is a capital-intensive work sector with high risk, so if the condition of vegetable yields is abundant, the price will fall greatly and farmers experience losses, in one year farmers can harvest five times with a ratio of 3x loss and 2x profit. For farmers, the current condition of limited water flow for irrigation, especially from Cibodas springs, is an obstacle because farmers have to take it from other places and become a separate cost that is quite large and also makes harvests small, so these farmers work on their own land without using labor. farmer (Bedug) to reduce land processing costs. This also affects farm workers who lose their jobs and income because the land owners manage their own land.</p> <p>Information from the UMKM group in Panundaan village said that limited production equipment was an obstacle to business development in terms of quantity and quality of production. The absence of a special production house makes it difficult for the MSME community to manage or manage business management properly.</p>



Question	Information
	<p>The Jorjoran community also has the challenge of the limited market segment that requires its services, as well as awareness from the community and village officials regarding the importance of IT and multimedia in service operations as well as in the development or promotion of community business products.</p>
<p>Efforts made to overcome these challenges</p>	<p>Farmers are trying to find a water source for irrigating their land even though it costs a little more and manages their land independently to reduce land management costs and efficiency. . Farm workers switch professions when conditions are not good economically, some turn into coolies or work as providers of Ojek transportation services.</p> <p>The MSME group realizes the importance of completeness of documents or the legality of their business so that they encourage them to manage and have a NIB, BPOM certificate, Halal certificate, PIRT in the processing process, etc. so that consumers feel calm when consuming the products of the MSME group. Each member of these MSMEs has also mostly registered logos and trademarks with intellectual property rights to the Ministry of Law and Human Rights. Sales are carried out offline by being deposited at the Pasir Jambu rest area and Ciwidey Valley is also sold online, but there is no special staff who holds this MSME online sales system.</p> <p>The Jorjoran community participates in many soft skills and hard skills trainings to increase capacity in the IT field, then network with tourist villages around the Ciwidey sub-district.</p> <p>Cooperation between the jorjoran community and MSMEs in managing MSME product marketing in the documentation of marketed products.</p>
<p>What should be done to improve and address issues related to livelihoods</p>	<p>GDE helps provide water channels for irrigating farmers' land in the Panundaan village area.</p>

Question	Information
	<p>The existence of a labor committee that facilitates the community to reduce unemployment. Become a forum to facilitate the absorption of labor from residents around the company, including for vendors working on GDE projects.</p> <p>Farmers and MSMEs cooperate in selling their harvests, MSME actors take advantage of harvests from local farmers as raw materials for their products.</p> <p>The MSME group must have a special Production House to be more focused and professional in managing the business and also have special online sales staff to encourage even greater sales.</p>
<b>Public Perception</b>	
Community perception of the Patuha 2 project	<p>The community views the existence of GDE as very positive for the community and has been very helpful. Many social assistances have been provided by GDE to the community, such as Covid assistance, assistance for orphans and poor families, scholarships for residents' children, MSME support as well as assistance to cooperatives and BUMDES.</p>
<b>Project Impact</b>	
<p>Negative impact of the project on society</p> <p>Positive impact of the project on society</p>	<p>Encouraging community "awareness" of various types of new businesses outside of the agricultural business that has been running so far. Such as creative efforts in the multimedia field run by the jorjoran community. Support provided by GDE for community economic development such as providing training for the community or accommodation and transportation assistance for MSME groups in the context of managing business legality to related institutions as well as to reach training institutions. GDE provides assistance in accordance with the needs of the community, such as the fulfillment of production tools that are not yet owned.</p>
Project impact on community livelihoods.	The existence of a labor committee that encourages greater labor absorption in GDE projects.

Question	Information
	<p>There are variants of new creative businesses outside of agricultural businesses such as the concept of a tourist village that moves the community. Businesses in the multimedia sector are also used by GDE to document every activity they organize.</p>
<p>Community expectations related to the existence of the project.</p>	<ol style="list-style-type: none"> <li>1. GDE participates in maintaining the condition of the natural environment, especially several forests that provide water channels that are used by the community both for land irrigation and those used for daily needs (High Conservation Value).</li> <li>2. The absorption of labor is quite large in GDE projects.</li> <li>3. Social assistance assistance that is more equitable or more equitable to residents who are more directly affected.</li> <li>4. The existence of digital communication media that can be accessed by all parties, including GDE.</li> <li>5. The existence of GDE's support for the MKDR Cooperative as a legal financial entity that can help residents' business capital as well as the existence of a gallery of local residents' products.</li> <li>6. Revitalize BUMDES that can work together with the business sector in the village so that BUMDES lives and empowers the community.</li> <li>7. GDE can also be involved in helping citizens' business capital through cooperatives so that residents can avoid moneylenders for business capital.</li> </ol>
<b>Complaint Channel</b>	
<p>If there are complaints from the community related to the project, what is the mechanism for submitting complaints?</p>	<p>Residents usually submit complaints to the head of the RW but only accommodate these complaints and are confused about submitting them. If there is an activity in the village, it is usually conveyed to the village apparatus.</p>

Question	Information
	The village apparatus conveyed the complaint to the GDE management directly through a facilitator from GDE.
What complaints have been made to the project?	Damage to house buildings due to vibrations from passing vehicles or heavy equipment.
How did the project respond to community complaints?	Management accepts well what residents complain about.
The time it takes from the reporting process to being responded to and then completed.	Management immediately responds quickly if there are complaints from the public. If there is damage to people's houses due to vibration or from the mobilization of vehicles or heavy equipment, the project is immediately repaired by the GDE.
<b>Comdev</b>	
Has there been any Comdev program from the project (for the community)?	These comdev programs are in the form of scholarship assistance for the residents' children. MSME assistance program and multimedia community.
<b>Information Channel</b>	
Has the project party provided information related to the project through consultation/socialization with the community?	Yes, but it has been a long time since the socialization process has been carried out at the village government. The socialization is more often carried out on a sectoral basis, for example only to MSMEs or Institutions that do receive direct assistance from GDE.
Suggestions for effective delivery of information and outreach	The existence of digital communication media as a special channel that can be accessed by all parties, including GDE.

**Alamendah Village, September 21, 2022**

Question	Information
<b>Community Overview</b>	
Village people's livelihood	<p>The majority of the residents of Alamendah Village work in the horticultural agricultural sector which grows potatoes, green onions, celery, etc. Most of the residents work as farm laborers or about 60%, while the rest are farmers who have their own gardens. Sometimes farmers also double as farm laborers when the work on their land has been completed. There are also many women who work in this sector and only a small number work as hawkers (strawberries, processed agricultural products) in tourist spots. Although there are already farmer groups formed in each RW, only a small number of farmers are members of it.</p> <p>Recently, some farmers have switched back to planting strawberries instead of horticultural crops due to the limited availability of subsidized fertilizers and falling vegetable prices. This condition also occurred in 2010 where many farmers switched to strawberry. Currently the type of strawberry that is widely planted by farmers is the type of mencir. Actually, in terms of cost, the capital for growing strawberries is higher because it must be fertilized at least 2 times a year, in contrast to vegetables which are only fertilized once. It is also more difficult to maintain because it is susceptible to weather. Even so, the productive period of strawberry plants is longer, which can bear fruit for 2 to 7 years, depending on the care. Meanwhile, vegetables harvested only once per 3 months.</p> <p>Another obstacle is in terms of marketing, the marketing chain of plantation crops from farmers to the market must go through the "lizard" and the dealer first. "Lizard" is a term for a dealer who buys farmers' crops directly in the garden/field. After the "lizard", it is sold again to the dealer as the party who sells it directly to the market. With this marketing chain, farmers' profit margins are</p>
Community challenges in developing livelihoods	
Efforts made to overcome these challenges	
What should be done to improve and address issues related to livelihoods	

Question	Information
	<p>getting lower, the difference can reach Rp. 3,000/kg from the market price.</p> <p>With its geographical condition in a hilly area, Alamendah Village has considerable potential in agro-tourism. Thus, in 2011 the Alamendah Tourism Village was formed which is a business group at the village level in the tourism sector. This tourist village is structurally under the Bumdes and the village government as a regulator. Starting from 2019, the Alamendah Tourism Village began to increase tour packages by carrying the theme of sustainable ecotourism. The following tour packages are offered along with their facilities:</p> <ul style="list-style-type: none"> <li>• Alamendah Trip is a tour package that offers tourists a day to become a resident of Alamendah Village, for example being a farmer or artist. Meanwhile, only the trip locations are still in 3 rw, namely rw 1, rw 2 and rw 3 because the locations are close to each other and the people have been exposed to tourists for a long time so they are more used to it.</li> <li>• Ngagowes Ka Overtime, which is a bicycle tour package that received support from the Minister of Tourism, Sandiaga Uno. However, because the tour packages are more segmented, it is rare for tourists to take this tour package.</li> <li>• Trekking and camping packages in Bentang Pajajaran.</li> <li>• The birdwatching package is still in the exploratory stage with the community. If it is already running, to add bird habitat spots, it will collaborate with Sugihmukti Village.</li> <li>• Homestay/inn</li> <li>• Travel documentation</li> </ul> <p>Alamendah Tourism Village cooperates with farmers in its tour packages, such as renting garden land owned by farmers as a vehicle for farming for tourists. The harvest in the garden that is used as a vehicle is given to local residents or processed into packaged food at MSMEs.</p>

Question	Information
	<p>Alamendah Tourism Village gets a lot of support from various stakeholders, both from the government and the private sector, one of which is from GDE. Several times the GDE provided assistance which resulted in an increase in the offer of tour packages in the Alamendah Tourism Village, such as the provision of camping facilities (tents, mattresses, sleeping bags), amenity equipment for homestay facilities such as slippers, dental kits, shampoo, soap, etc.</p>
<p>Community perception of the Patuha 2 project</p>	<p>Most of the FGD participants knew the difference between GDE unit 1 and unit 2 because they were informed directly by GDE during the socialization activity. According to the FGD participants, the community does not have a problem with PLTP activities in their area. This is because PLTP activities do not have an impact on people's livelihoods. The impact on the community is only from the mobilization of project vehicles, especially for residents who live near the route.</p>
<p>Community perception of the Patuha project 1</p>	<p>Based on the results of the FGD, there were no differences in perceptions of GDE unit 1.</p>
<b>Project Impact</b>	
<p>Negative impacts of the project on the community</p>	<p>The negative impact felt by the people living in Alamendah Village was only from the mobilization of project vehicles which caused vibrations to residents' houses and damage to road drainage.</p> <p>The village government is involved and is responsible for recruiting local workers for GDE. In accordance with the regulations, recruited local workers must obtain a recommendation from the village head. However, this actually had a negative impact on the village government because it became the target of complaints from residents who did not qualify as GDE workers. Even so, these complaints can still be handled by the village government.</p>

Question	Information
	<p>One participant recounted that there had been road closures by residents who demanded the construction of concrete rebate roads. But now there are no more incidents like that because every time there is a complaint the GDE always responds, especially from the above incident that became the beginning of the formation of the Pokja Jalan which includes 10 rw (7 rw in Alamendah Village and 3 rw in Panundaan Village). The formation of the working group helped GDE in gathering complaints and complaints from the public.</p>
<p>Positive impact of the project on society</p>	<p>All FGD participants agreed with the existence of GDE which had a positive impact on the people of Alamendah Village. GDE has given a lot of attention to the community, starting from providing basic necessities, social assistance, assistance to orphans, etc. The assistance is routinely given every year to commemorate religious holidays.</p> <p>The existence of GDE indirectly has a positive impact on increasing the education level of residents because there is a minimum high school education requirement to apply for jobs at GDE. The existence of GDE provides other alternative jobs for villagers who mostly work as farmers. There is a sense of pride to be able to work at GDE and to be considered special even though not as a staff but working as a construction worker, OB or other supporting work.</p>
<p>Project impact on community livelihoods.</p>	<p>As mentioned earlier, there is no community resistance related to the existence of GDE because its project activities have no impact on people's livelihoods.</p>
<p>Community expectations related to the existence of the project.</p>	<p>FGD participants hoped that the existence of GDE could absorb the widest possible local workforce.</p>
<b>Complaint Channel</b>	
<p>If there are complaints from the community related to the project, what is the mechanism for submitting complaints?</p>	<p>The existence of the Path Working Group which includes 7 RW in Alamendah Village helps GDE accommodate any complaints from residents. The residents</p>

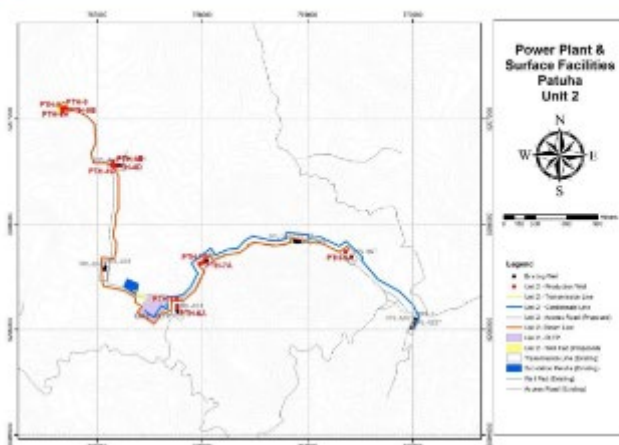


Question	Information
What complaints have been submitted to the project?	themselves already know the existence of the working group, which is represented by the RW chairman, so
How did the project respond to community complaints?	when residents have complaints, they are usually conveyed verbally to the RW head. The complaint is
The time it takes from the reporting process to being responded to and then completed.	then submitted to the WA Group, which contains the GDE and members of the Working Group. Sometimes
Are the people satisfied with the existing complaint channel mechanism? What are your hopes or suggestions for improving this complaint channel?	<p>the head of rw contacts GDE public relations directly by telephone.</p> <p>As mentioned earlier, most of the complaints that arise from the community are caused by the mobilization of project vehicles, such as vibration and damage to drainage channels.</p> <p>So far, every complaint from the public has always been responded to by the GDE. Whether or not the response from GDE is fast depends on the problem. Problems related to the mobilization of project vehicles are usually quickly responded to and resolved by the GDE. But there are also problems that have long been resolved because they involve other parties. Such as the problem of installing traffic signs in elementary school areas which must get permission from the Transportation Agency. The request for the installation of traffic signs is based on the fact that the school located in rw 08 is located on the side of the road which is also crossed by transportation of GDE employees. Since the school's admission schedule coincides with the mobilization of GDE employees, it is necessary to install traffic signs around the school to ensure the safety of school children. Even though they have obtained permission from the Transportation Agency, until now the installation of the traffic signs has not been realized, waiting for execution from the GDE</p> <p>The role of the Line Working Group is not only to help secure and regulate traffic when mobilizing project vehicles, but also to accommodate complaints from the community. The membership of the Path Pokja which</p>

Question	Information
	involves the RW leaders makes it easier for the community to submit complaints to the GDE. The mechanism for submitting complaints through the Pokja Path is considered to be quite effective.
Has there been any Comdev program from the project for the community?	<p>As previously explained, FGD participants said that GDE provided a lot of assistance to the community, such as food assistance, construction of public facilities, worship facilities, etc. Vulnerable groups are also targeted by beneficiaries, such as social service activities for orphans which were last held before the pandemic. The basic food assistance provided by GDE is managed by each RW. Since the aid quota is limited, the head of the RW prioritizes providing assistance to the people who are most affected, such as those who live near transportation routes because they are most affected or given to people whose economy is middle to lower. The Comdev program targets the Alamendah Tourism Village to support the tour packages offered. Much of this support was given in 2019. The forms of assistance provided were assistance in providing camping equipment (mattresses, tents, sleeping bags), helping to provide supporting facilities or amenities for homestay needs such as slippers, toiletries, etc., paving the way for partnering with the birdwatching community so that used as a new tour package in the Alamendah Tourism Village. This assistance really helps Alamendah Tourism Village to develop more in improving its tour packages. In addition, GDE also provides assistance and training to MSMEs.</p> <p>GDE routinely provides compensation money to 7 RW neighborhoods who are part of the Path Working Group. The compensation money is used as development funds in each RW.</p>
What programs are considered appropriate for improving people's livelihoods	According to the FGD participants, the GDE has not provided too many assistance interventions in the

Question	Information
	<p>agricultural sector, the Agriculture Service itself has provided many assistance interventions or programs to farmer groups that have been formed in each RW environment, but only a few farmers are included in it. Coincidentally, the RW heads who are members of the Path Working Group are farmers, so they hope that GDE can form a farmer group that accommodates the RW heads who are members of the Working Group and provide assistance such as providing green houses for strawberry plants, fertilizer assistance, both organic and chemical and given training.</p>
Information Channel	
<p>Has the project party provided information related to the project through consultation/socialization with the community?</p>	<p>Most of the FGD participants are aware of Halo Patuha which is an information channel related to project activities, but no one has ever tried to contact the information channel because all information related to the project is conveyed directly by GDE through outreach activities. These socialization activities are usually used to convey the aspirations of the community regarding assistance to the GDE. Then with the WA Group Working Group on Lines, it makes it easier to convey information from the GDE to the public.</p>
<p>How is community involvement in socialization activities?</p>	
<p>Has the socialization that has been carried out been effective?</p>	
<p>What are the obstacles and challenges in socialization?</p>	
<p>Suggestions for effective delivery of information and outreach</p>	

## Appendix 6: Project Information Booklet Patuha Geothermal Expansion Sub-project



### Komponen Utama PLTP Patuha 2

- 1 | Kapasitas terpasang 650 MegaWatt (MW)
- 2 | Pembangunan 12 (dua bores) sumur produksi PTH - 4B, PTH - 4C, PTH - 4D, PTH - 6A, PTH - 6B, PTH - 7A, PTH - 7B, PTH - 8, PTH - 9A, PTH - 9B, PTH - 9C, PTH - 5A
- 3 | Menggunakan jalur pipa yang sudah ada termasuk pipeline dari Pad 4 ke Pad 9
- 4 | Membuka Wellpad baru yaitu Pad BB
- 5 | Menggunakan teknologi pembangkit listrik Single Flash Cycle
- 6 | Instalasi pipa uap diatas tanah (steam above ground gathering system/SAGS) sepanjang 14 KM
- 7 | Instalasi transmisi bawah tanah untuk menghubungkan Patuha Unit 2 dengan Patuha Unit 1

### Area Operasi Kerja

Desa Sugihmukti, Kecamatan Pasirjambu

Desa Alamendah, Kecamatan Rancabali

Desa Panundaan, Kecamatan Ciwidey

### Komponen dan Kegiatan

Powerplant, Surface Facility, 12 Sumur dan Transmisi

Mobilisasi

Mobilisasi

## Sekilas Proyek PLTP Patuha 2

Indonesia tercatat sebagai salah satu negara dengan potensi sumber daya panas bumi terbesar di dunia. Pemerintah Indonesia terus memaksimalkan penggunaan energi panas bersih melalui pengembangan panas bumi untuk memenuhi kebutuhan suplai energi nasional.

PT Geo Dipsa Energi (Persero) sebagai BUMN Panas Bumi, memiliki peran dalam mewujudkan program pemerintah untuk melakukan Proyek Strategis Nasional (PSN) melalui upaya pembangunan Proyek PLTP Patuha 2 dengan kapasitas 1x55 MW.

Proyek Strategis Nasional PLTP Patuha 2 masuk dalam Fast Track Program (FTP) tahap II 10.000 MW yang merupakan program pemerintah, bagian dari program 35.000 MW yang merupakan program Pemerintah pada bidang pembangunan infrastruktur kelistrikan.

Proyek Strategis Nasional PLTP Patuha 2 merupakan proyek dengan pembiayaan dari Asian Development Bank (ADB) dan Clean Technology Fund/ CTF (dengan channeling melalui ADB).

 Kabupaten Bandung, Jawa Barat

 **Kwartal Pertama Tahun 2023**  
Commercial Operation Date



### Area Operasi Kerja:

1 | Sugihmukti

2 | Alamendah

3 | Panundaan

# PANAS BUMI ENERGI MASA DEPAN INDONESIA



## Perizinan AMDAL & RKL RPL



Dokumen Lingkungan Geodipa Unit Patuha, yang tertuang dalam dokumen Revisi ANDAL Pengembangan Lapangan Uap dan Pengembangan PLTP Patuha di Kabupaten Bandung Provinsi Jawa Barat Tahun 2009 yang telah disetujui oleh Gubernur Jawa Barat melalui persetujuan Nomor 660/8001-BPLHD Perihal Penilaian Stufa ANDAL, RKL dan RPL Pengembangan Lapangan Uap dan Pembangunan Pusat Listrik Tenaga Panasbumi Patuha di Kabupaten Bandung tanggal 17 Februari 2010 telah melingkupi kegiatan PLTP Patuha Unit 1 hingga Unit 7.

Hingga saat ini, belum ada rencana perubahan lingkup kegiatan pengembangan Unit 2 Patuha dibandingkan dengan dokumen lingkungan yang telah disetujui tersebut. Sehingga, kegiatan pengembangan Unit 2 Patuha masih memiliki dokumen lingkungan yang masih valid dan kegiatan masih dapat dilanjutkan dengan mengikuti Rencana Pengelolaan Lingkungan (RKL) dan Rencana Pemantauan Lingkungan (RPL) pada dokumen lingkungan.





# Nilai Strategis Proyek PLTP Patuha 2

## Pemerintah Pusat

- PLTP Patuha Unit 2 telah masuk dalam program strategis nasional RUPTL (2019-2028).
- Meningkatkan kontribusi pemerintah untuk turut mendukung pencapaian target rasio elektrifikasi yang dituangkan dalam RUPTL 2019-2028 oleh PLN. Dengan meningkatnya rasio elektrifikasi akan menciptakan multiplier effect bagi perekonomian Indonesia.

## Pemerintah Lokal

- Peningkatan produksi melalui PLTP Patuha Unit 2 akan meningkatkan kontribusi perusahaan kepada Pemerintah Daerah (bonus produksi).

## Lingkungan Hidup

- Peningkatan pemanfaatan panas bumi akan mengurangi penggunaan energi fosil dalam sistem ketenagalistrikan Jawa-Bali.
- Peningkatan National Determined Contribution dalam penurunan emisi gas rumah kaca (Paris Agreement).

Kontribusi Perusahaan kepada Pemerintah Daerah berupa bonus produksi hingga mencapai

**+ 2 MILIAR**  
Rupiah



Di Kabupaten Bandung

**Listrik Stabil**

karena menggunakan jaringan 150 kV



Peningkatan pemanfaatan panas bumi akan mengurangi penggunaan energi fosil dalam sistem ketenagalistrikan Jawa - Bali



**380.160** ↓ CO<sub>2</sub>  
Ton/Tahun

Sumber: Nilai Faktor Emisi GRC Sistem Interkoneksi Ketenagalistrikan (In-Grid) Tahun 2017 - Energy Data Indonesia dan Kementerian Energi (ESDK)

Setara pembangkit listrik bagi

**55.000**  
Rumah



# 20% Penyerapan Tenaga Kerja Lokal



- Non Keahlian
- Semi Keahlian
- Pelatihan & Penguatan Sumber Daya Manusia (SDM)

Dalam rangka melaksanakan pengembangan lapangan panas bumi baru yaitu Proyek PLTP Dieng Unit 2 dan PLTP Patuha Unit 2 (Proyek D2P2), PT Geo Dipa Energi (Persero) bekerja sama dengan Kontraktor selaku Pelaksana Pekerjaan Proyek D2P2 dengan pendampingan Dinas Ketenagakerjaan Kabupaten.

Kontraktor selaku Pelaksana Pekerjaan Proyek D2P2 dalam melaksanakan pekerjaan Proyek D2P2 diwajibkan untuk menggunakan tenaga kerja lokal khususnya untuk tenaga kerja non keahlian dan semi keahlian.

Sejalan dengan Misi Perusahaan, dalam menyediakan lingkungan kerja terbaik yang didukung oleh Tenaga Kerja Lokal yang terampil, sekaligus dalam rangka mewujudkan komitmen perusahaan dalam membantu pemerintah khususnya pemerintah daerah untuk menciptakan lapangan pekerjaan, maka untuk memenuhi kebutuhan tenaga kerja lokal

Untuk pelaksa pekerjaan Proyek D2P2 dibentuk Komite Seleksi Tenaga Kerja Lokal untuk pelaksana pekerjaan (Kontraktor) Proyek D2P2 yang terdiri dari 2 (dua) unsur yaitu unsur PT Geo Dipa Energi (Persero), Pemerintah Daerah (Camat dan Kepala Desa) dan Dinas Ketenagakerjaan Kabupaten untuk bermitra dan bersinergi dalam melaksanakan seleksi tenaga kerja lokal, sesuai dengan uraian tugas dan ruang lingkup masing-masing.

## Jadwal Tentatif Perekrutan Tenaga Kerja Lokal

Juli	Agustus
18	1-6
Rapat bersama unsur Forkompincin, Dinas Ketenagakerjaan Kepala Desa Serta Pengumuman Lowongan	Pengumpulan berkas pelamar dari tiap Desa ke Disnaker
	7-8
	Proses sortir berkas lamaran & pengumuman pelaksanaan tes rekrutmen
	9-10
	Pelaksanaan tes rekrutmen
	11-12
	Koreksi hasil tes tertulis
	13
	Pembagian jumlah tenaga kerja yang lolos ujian ke tiap setiap Kontraktor
	14-15
	Pengumuman hasil tes tertulis
	16-25
	Medical Check Up (MCU)
	27
	Pelaporan hasil akhir perekrutan kepada pihak Disnaker
	30-31
	Pelaksanaan Basic Safety Training



## Peran Serta Pemangku Kepentingan Untuk Penyerapan Tenaga Kerja



### Sosialisasi peran serta Pemerintah Daerah, Perusahaan & Masyarakat

Optimalisasi peran serta Pemerintah Daerah, Perusahaan dan Masyarakat dalam pembangunan peningkatan taraf hidup dan kesejahteraan masyarakat di sekitar area proyek PLTP Patuha 2



### Penerapan sistem sentralisasi proses rekrutmen tenaga kerja lokal

Rekrutmen merupakan langkah awal yang dilakukan perusahaan untuk menarik dan mencari sumber daya manusia yang sesuai dengan kualifikasi yang dibutuhkan oleh perusahaan. Tahapan selanjutnya adalah seleksi. Pada proses seleksi, manajemen sumber daya manusia berperan untuk menentukan dan memilih sumber daya manusia yang ada serta menempatkan sumber daya manusia tersebut pada posisi yang tepat. Dengan demikian, kemampuan dan kualitas individu dapat lebih cepat berkembang dikarenakan tiap individu bekerja sesuai dengan kompetensi yang mereka miliki.

Rekrutmen —————> Seleksi —————> Bekerja

\* Proses rekrutmen bersilat satu pintu melalui komite rekrutmen yang beranggotakan GeoDipa dan Dinas Tenaga Kerja Kabupaten.

\* Forum Komunikasi Tingkat Kecamatan terlibat dalam pengumpulan data-data pelamar kerja.



### Pemberian & Penguatan Kemampuan Tenaga Kerja Lokal

Kegiatan ini bertujuan agar para tenaga kerja lokal kita benar-benar memiliki skill dan kemampuan kerja pada bidangnya masing-masing, penguatan kapasitas tenaga kerja adalah wujud komitmen dalam rangka menghadirkan para pekerja yang bisa menguasai bidang keahliannya.



### Program Penguatan Sumber Daya Manusia dari GeoDipa

Program peningkatan kapasitas dan kualitas Sumber Daya Manusia (SDM) melalui penyelenggaraan program pelatihan kerja ataupun bersama pihak ketiga dalam penyelenggaraannya.



## Pilar-pilar Community Development



### GEODIPA PEDULI

Merawat komunikasi kepada seluruh *stakeholders* dalam rangka meningkatkan citra perusahaan berupa sosialisasi, penyuluhan, serta beasiswa.



### GEODIPA MAJU

Program pelayanan masyarakat atau kepentingan umum.



### GEODIPA PINTAR

Program yang memberikan akses lebih luas kepada masyarakat untuk menunjang kemandirian.



### GEODIPA HIJAU

Program penanaman dan kegiatan pemeliharaan lingkungan.





# Medium Penanganan & Pengaduan Keluhan Proyek PLTP Patuha 2

No	Jabatan/Instansi	Kedudukan Dalam Tim
<b>KOMITE</b>		
PT Geo Dipa Energi (Persero) – Kantor Pusat Proyek		
1	Project General Manager	Ketua Komite
2	HSE & Safeguard Manager	Anggota
<b>Unsur Forkompinca</b>		
3	Camat (setempat)	Anggota
4	Kepala Kepolisian Sektor (setempat)	Anggota
5	Komandan Rayon Militer (setempat)	Anggota
<b>TIM TEKNIS</b>		
PT Geo Dipa Energi (Persero) – Kantor Lapangan Proyek		
6	Project Manager (Dieng dan Patuha)	Ketua Tim Teknis
7	HSE & Safeguard Superintendent	Anggota
8	Social Safeguard & Public Relation Supervisor	Anggota
9	Social Safeguard & Public Relation Staff	Anggota
<b>Unsur Pemerintahan Desa dan Masyarakat</b>		
10	Kepala Desa (setempat)	Anggota
11	Perwakilan Tokoh Masyarakat (setempat)	Anggota
12	Perwakilan Tokoh Perempuan (setempat)	Anggota
<b>Unsur Lainnya</b>		
13	Environmental and Social Safeguard Specialist (Project Management Consultant)	Anggota
14	Perwakilan Kontraktor	Anggota

## PT Geo Dipa Energi (Persero) Proyek Strategis Nasional PLTP Patuha 2

Page: GeoDipaEnergiD2P2    : GDE\_d2p2    : geodipaenergi.d2p2



**Appendix 7: Attendance List for Public Consultation Participants**

**Sugihmukti Village**

**GEO DIPA ENERGI**

DAFTAR HADIR

Kegiatan : PSD DPE  
 Hari : Selasa  
 Tanggal : 20-8-2012  
 Tempat : Kampung Kandang

No	Nama	Jenis Kelamin U/P	Jabatan/Instansi	Telepon	Alamat	Tanda Tangan
1	Pran Sasmita	L	RS		Kampung Kandang	[Signature]
2	DEWI	L	KADUS	083730779070	PATUH	[Signature]
3	Wahana B	L	RS II		Kandang	[Signature]
4	Dedi Liana	L	RT 0	0856093000	RS Wana	[Signature]
5	Wahana	L	R.W. 06	08211341000	Kandang	[Signature]
6	Eddy-B	L	RT II		Kandang	[Signature]
7	Kartini	P			- " -	[Signature]
8	Konala	P			- " -	[Signature]
9	Eneng	P			- " -	[Signature]
10	Enclah	P			- " -	[Signature]
11	Yeni	P			- " -	[Signature]

**GEO DIPA ENERGI**

DAFTAR HADIR

Kegiatan : PSD DPE  
 Hari : Selasa  
 Tanggal : 20-8-2012  
 Tempat : Kampung Kandang

No	Nama	Jenis Kelamin U/P	Jabatan/Instansi	Telepon	Alamat	Tanda Tangan
11	Idu Rosika	P	Idu RW		Kandang	[Signature]
12	Toni	L			Kandang	[Signature]
13	Vicky T B	L	SD	0834094504		[Signature]
14	Stace C	L	PMC/peom	0812242367	Cinca	[Signature]
15	Yana Supat	L			Kandang	[Signature]
16	Pangsi Andarsah	L				[Signature]
17	Ananda Wana	P	GDE	0831408262	Kandang	[Signature]





**Appendix 8. Photolog**

**Interview with Patuha Unit 1, 19 September 2022 to 26 September 2022**

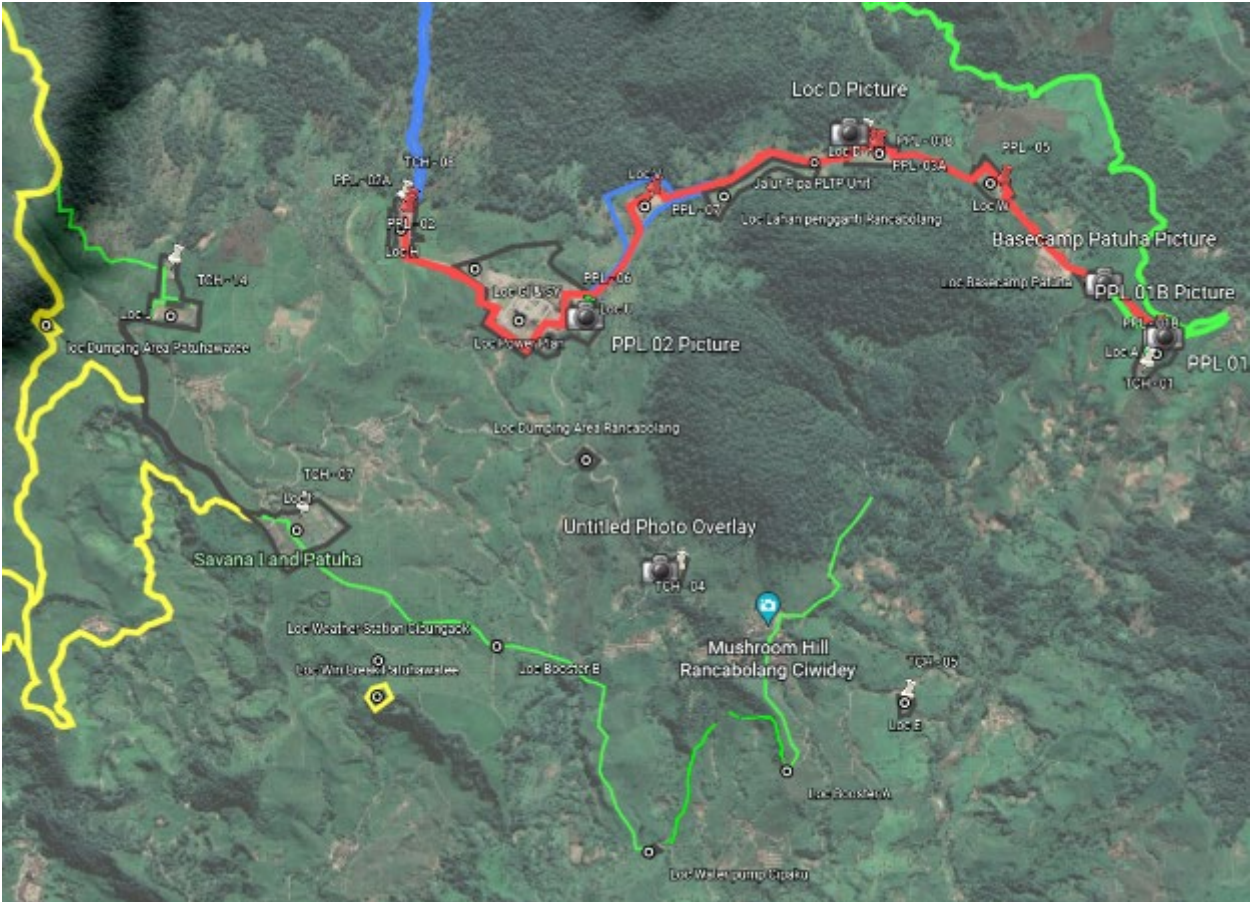


**Public Consultation in 3 Affected Villages, 20-21 September 2022**





Appendix 9. lay-out Map of The Additional Project Components



**Appendix 10.** Addendum to Collaborative Agreement between PT. Perkebunan Nusantara VIII (Persero) and PT Geo Dipa Energi regarding Lease of a part of the HGU Land of the Rancabolang Plantation No. ADD/IV.I/365/IV/2013.

**ADDENDUM PERJANJIAN KERJASAMA antara  
PT. PERKEBUNAN NUSANTARA VIII (PERSERO)**

dengan

**PT. GEO DIPA ENERGI**

Tentang:

**SEWA MENYEWAWA SEBAGIAN LAHAN HGU**

**PERKEBUNAN RANCABOLANG**

**No.ADD/1V.1/ 36"/ I<sup>V</sup>/2013**

Pada hari ini e-abu, Tanggal 2A , Bulan ,Tahun 20 (B bertempat di Kantor Pusat PT. Perkebunan Nusantara VIII (Persero) Jalan Sindangsirna No. 4 Bandung, kami yang bertandatangan di bawah ini:

- |  |   |
|--|---|
| I PT.Perkebunan<br>Nusantara VIII (Pesero) | - Dalam hal ini diwakili oleh Dadi Sunardi selaku Direktur Utama PT. PERKEBUNAN NUSANTARA VIII (PERSERO) berkedudukan di Bandung, jalan Sindangsirna No. 4, dalam hal ini bertindak untuk dan atas nama PT. Perkebunan Nusantara VIII (Persero), selanjutnya disebut "PTPN VIII (Persero)".                   |
| 11 PT. Geo Dipa Energi                     | - Dalam hal ini diwakili oleh Praktimia Semiawan selaku Direktur Utama PT. Geo Dipa Energi berkedudukan di Jakarta, Gedung Recapital Lt. 8, Jalan Aditiawarman Kav. 55, Kebayoran Baru — Jakarta Selatan 12160, dalam hal ini bertindak untuk dan atas nama PT. Geo . Dipa Energi, selanjutnya disebut "GDE". |

PTPN VIII dan GDE secara bersama-sama disebut Para Pihak.

Bahwa berdasarkan:

1. Surat PT Geo Dipa Energi No.096/PST.OO-GDE/1X//2012 tanggal 28 September 2012 perihal Permohonan izin penggunaan sebagian lahan HGU Perkebunan Rancabolang.
2. Surat Perjanjian Nornor : SP/V.3/1261/X11/2010 dan Nornor : KTR.008/DIRUTGDE/XII/2010 tanggal 17 Desember 2010 tentang Pinjam Pakai Sebagian Lahan HGU Perkebunan Rancabolang.
3. Berita Acara Hasil Survey Lapangan Terhadap Jalur Pipa Air 6 inch dan Transmisi Listrik 6.3 Kv PT Geo Dipa Energi Nornor : BA/RAB/0854/X/2012 tanggal 17 Oktober 2012.

*ASLI Addendum. Vidy Ditekan  
D. Manan  
13/5-13*

Atas dasar tersebut para pihak sepakat untuk membuat Addendum Surat Perjanjian Sewa Menyewa Lahan Sebagian Lahan HGU Perkebunan Rancabolang, untuk mendukung kegiatan

pembangunan proyek PLTP Patuha Unit 1, dengan ketentuan dan syarat-syarat sebagai berikut :

### **PASAL 1**

Mengubah Pasal 1 Perjanjian sebagai berikut:

**SEMULA**

#### **Pasal 1 Lingkup Perjanjian**

GDE bermaksud meminjam pakai sebagian lahan Hak Guna Usaha PTPN VIII (Persero) Perkebunan Rancabolang (Selanjutnya disebut Objek Perjanjian) dan PTPN VIII (Persero) setuju untuk memberikan ijin pinjam pakai kepada GDE atas Objek Perjanjian untuk kegiatan jalur pipa uap dan pipa kondensat PLTP Patuha Unit 1.

**MENJADI**

#### **Pasal 1 Lingkup Perjanjian**

1. GDE bermaksud menyewa sebagian lahan Hak Guna Usaha PTPN VIII (Persero) Perkebunan Rancabolang (Selanjutnya disebut Objek Perjanjian) dan PTPN VIII (Persero) setuju untuk memberikan ijin pinjam pakai kepada GDE atas Objek Perjanjian untuk kegiatan jalur pipa uap dan pipa kondensat PLTP Patuha Unit 1.
2. Kegiatan jalur pipa uap dan pipa kondensat termasuk jalur pipa air dan tiang listrik untuk proyek PLTP Patuha Unit 1 (selanjutnya dalam perjanjian disebut sarana prasarana).

### **PASAL 11**

Mengubah Pasal 2 Perjanjian sebagai berikut :

**SEMULA**

#### **Pasal 2**

##### **Lokasi dan Luas Lahan Tanah yang Menjadi Objek Perjanjian**

1. Lahan tanah yang menjadi objek Perjanjian ini adalah sebagian dari lahan tanah Hak Guna Usaha milik PTPN VIII (Persero) No 14/HGU/BPN/05 Desa sugih Mukti kecamatan Pasirjambu kabupaten Bandung yang berlokasi di Perkebunan Rancabolang Blok kendeng, Afdeling Rancabolang II dan Rancabolang III.
2. Luas tanah yang menjadi Objek perjanjian pada ayat (1) di atas seluas 44.868,733 rn<sup>2</sup> (Empat puluh empat ribu delapan ratus enam puluh delapan koma tujuh ratus tiga puluh tiga meter persegi).

**MENJADI**

#### **Pasal 2**

##### **Lokasi dan Luas Lahan Tanah yang Menjadi Objek Perjanjian**

1. Lahan tanah yang menjadi objek Perjanjian ini adalah sebagian dari lahan tanah Hak Guna Usaha milik PTPN VIII (Persero) No 14/HGU/BPN/05 Desa sugih Mukti kecamatan Pasirjambu kabupaten Bandung yang berlokasi di Perkebunan Rancabolang Blok kendeng, blok 32, Afdeling Rancabolang II dan Rancabolang III.

2. Luas tanah yang menjadi Objek perjanjian pada ayat (1) di atas seluas 45.690,733 rn<sup>2</sup> (Empat puluh lima ribu enam ratus sembilan puluh koma tujuh ratus tiga puluh tiga meter per segi)

### PASAL 111

Mengubah Pasal 3 Perjanjian sebagai berikut :

SEMULA

#### Pasal 3

##### Peruntukan/Penggunaan Lahan Tanah

1. Objek Perjanjian akan dipergunakan untuk pembangunan jalur pipa uap dan pipa kondensat PLTP Patuha Unit 1.
2. PTPN VIII (Persero) setuju untuk memberikan izin kepada GDE untuk melakukan kegiatan sebagaimana dimaksud dalam ayat (1) di atas dan GDE setuju untuk membayar kompensasi sebagaimana diatur dalam Pasal 5 Perjanjian.
3. Persetujuan dan ijin yang diberikan PTPN VIII (Persero) dalam Perjanjian ini mencakup kegiatan-kegiatan yang dilakukan oleh kontraktor dan/atau rekanan serta pemasok GDE termasuk oleh para agen dan para sub kontraktornya selama proses pembangunan jalur pipa uap dan pipa kondensat PLTP Patuha Unit 1 atas biaya dan resiko menjadi tanggung jawab GDE sepenuhnya.
4. Dalam rangka membangun jalur pipa uap dan pipa kondensat PLTP Patuha Unit 1 tersebut, GDE akan memenuhi ketentuan perundang-undangan yang berlaku.

MENJADI

#### Pasal 3

##### Peruntukan/Penggunaan Lahan Tanah

1. Objek Perjanjian akan dipergunakan untuk pembangunan jalur pipa uap dan pipa kondensat dan sarana prasarana PLTP Patuha Unit 1.
2. PTPN VIII (Persero) setuju untuk memberikan izin kepada GDE untuk melakukan kegiatan sebagaimana dimaksud dalam ayat (1) di atas dan GDE setuju untuk membayar kompensasi sebagaimana diatur dalam Pasal 5 Perjanjian.
3. Persetujuan dan ijin yang diberikan PTPN VIII (Persero) dalam Perjanjian ini mencakup kegiatan-kegiatan yang dilakukan oleh kontraktor dan/atau rekanan serta pemasok GDE termasuk oleh para agen dan para sub kontraktor yang telah mendapat penunjukan dari GDE dibuktikan dengan adanya keterangan tertulis dari GDE selama proses pembangunan jalur Pipa uap dan Pipa kondensat dan sarana prasarana PLTP Patuha Unit 1 atas biaya dan resiko menjadi tanggung jawab GDE sepenuhnya.
4. Segala bentuk kerugian dan/atau kerusakan yang dialami PTPN VIII (Persero) terkait kegiatan-kegiatan yang dilakukan oleh GDE, kontraktor dan/atau rekanan serta pemasok GDE termasuk oleh para agen dan para sub kontraktor yang telah mendapat penunjukan dari GDE dibuktikan dengan adanya keterangan tertulis dari GDE menjadi beban serta tanggung jawab GDE sepenuhnya.
5. Dalam rangka membangun jalur Pipa uap dan Pipa kondensat dan sarana prasarana PI-TP Patuha Unit 1 tersebut, GDE akan memenuhi ketentuan perundang-undangan yang berlakua



## PASAL V

Mengubah Pasal 5 Perjanjian sebagai berikut :  
SE-MULA

### Pasal 5 Kompensasi atas Objek Perjanjian

1. Nilai kompensasi atas penggunaan Objek Perjanjian ini untuk tahun pertama adalah sebagai berikut :

No	Uraian	Nilai (RP)
1	Kompensasi lahan	846.257.053
2	Ganti rugi bangunan	2.099.139.200
3	Ganti rugi tanaman	2.352.236.730
4	Nilai bisnis/kompensasi benefit	5.000.000.000
5	Sub jumlah	10.297.632.983
6	PPN	1.029.763.298
7	PBB	5.890.793
	<b>Total</b>	<b>11.333.287.074</b>

2. Nilai kompensasi tahun kedua dan seterusnya adalah terdiri dari nilai kompensasi lahan, PPN 10% dan PBB. Nilai kompensasi lahan akan diperhitungkan berdasarkan NJOP tahun berjalan.
3. Dalam hal perjanjian ini diperpanjang, GDE hanya wajib membayar nilai kompensasi sebagaimana tersebut pada ayat (2) pasal 5 Perjanjian inia

MENJADI

### Pasal 5 Kompensasi atas Objek Perjanjian

1. Nilai kompensasi atas penggunaan Objek Perjanjian ini seluas 44.868, 733 m<sup>2</sup> untuk tahun 2010 adalah sebagai berikut :

No	Uraian	Nilai (Rp)
1	Kompensasi lahan	846.257.053
2	Ganti rugi bangunan	2.099.139.200
3	Ganti rugi tanaman	2.352.236.730
4	Nilai bisnis/kompensasi benefit	5.000.000.000
5	Sub jumlah	10.297.632.983
6	PPN	1.029.763.298
7	PBB	5.890.793
	<b>Total</b>	<b>11.333.287.074</b>

2. Nitai kompensasi penambahan luasan atas penggunaan Objek Perjanjian ini seluas 822 m<sup>2</sup> untuk di tahun pertama pada tahun 2013 adalah sebagai berikut :

No	Uraian	Nilai (Rp)
----	--------	------------

1	Kompensasi lahan	16.440.000
2	Kompensasi Kekayuan	3.453.333
3	Ganti rugi tanaman	59.524.529
4	Biaya Tanaman 'Teh	6.374.446
5	Biaya Reboisasi	6.421.471
6	Total (Pembulatan)	92.220.000
7	PBB	32.880
	PPN	9.222.000
	<b>Total</b>	<b>101.474.880</b>

Nilai kompensasi tahun kedua dan seterusnya adalah terdiri dari nilai kompensasi lahan, PPN 10% dan PBB. Nilai kompensasi lahan akan diperhitungkan berdasarkan NJOP tahun berjalan.

3. Dalam hal perjanjian ini diperpanjang, GDE hanya wajib membayar nilai kompensasi lahan sebagaimana tersebut pada ayat (1) dan ayat (2) pasal 5 Perjanjian ini.

#### PASAL VII

Mengubah Pasal 7 Perjanjian sebagai berikut :

SEMULA

#### Pasal 7 Hak dan Kewajiban PTPN VIII (Persero)

1. PTPN VIII (Persero) dalam Perjanjian ini berhak :
  - a. Menerima kompensasi penggunaan tanah pinjam pakai dan ganti rugi tegakan sebagaimana Pasal 5 dan Pasal 6 Perjanjian ini.
  - b. Mendapatkan jaminan keamanan, ketertiban dan ganti rugi atas resiko dan kejadian yang diakibatkan oleh kelalaian berat (gross negligence) GDE berkaitan dengan pemanfaatan Tanah Pinjam Pakai yang menimpa karyawan, masyarakat serta menimpa aset, harta benda atau properti milik PTPN VIII (Persero).
  - c. Mendapatkan prioritas penggunaan brine water / direct use bagi kepentingan pengolahan teh Pihak Pertama yang pelaksanaannya lebih lanjut akan disepakati para pihak.
  - d. Terlepas dari segala tuntutan kerugian yang dialami oleh pihak lain sebagai akibat kelalaian GDE.
2. PTPN VIII (Persero) dalam Perjanjian ini berkewajiban.
  - a. Mengijinkan penggunaan Objek Perjanjian di Kebun Rancabolang kepada GDE sebagaimana pasal 2 dan pasal 3 Perjanjian ini sesuai ketentuan perundangundangan yang berlaku.
  - b. Mengijinkan kepada GDE beserta para kontraktor dan sub kontraktornya untuk dapat memasuki dan menggunakan Objek Perjanjian berkoordinasi dengan Administratur Kebun Rancabolang.
  - c. Menjamin bahwa PTPN VIII (Persero) adalah pemilik yang sah setta mengelola secara penuh Objek Perjanjian dengan status Hak Guna Usaha.
  - d. Menjamin bahwa Objek Perjanjian tersebut tidak terikat sebagai jaminan terhadap pihak lain, tidak dibebani dengan beban-beban apapun juga dan bebas dari sita dan sengketa serta penguasaan fisik yang ilegal dan bahwa Tanah Pinjam Pakai tersebut tidak sedang

disewakan kepada dan/atau digarap oleh pihak lain serta tidak terikat dalam perjanjian apapun juga kepada pihak lain serta belum pernah diserahkan kepada pihak lain dengan cara apapun.

- e. Menjamin bahwa Objek Perjanjian tidak akan digunakan untuk kepentingan sendiri, ataupun membuat perjanjian dengan pihak manapun lainnya untuk menggunakan, mengalihkan, memindahtangankan atau menjadikan jaminan dengan hak tanggungan atas Objek Perjanjian, selama jangka waktu Perjanjian ini.
- f. PTPN VIII (Persero) setelah menerima pembayaran ganti rugi bangunan akan menyiapkan lahan untuk pembangunan jalur pipa dan kondensat PI-TP Patuha unit 1 paling lambat 6 (enam) bulan sejak perjanjian ini ditandatangani.
- g. Apabila PTPN VIII (Persero) tidak memenuhi kewajibannya maka akan diselesaikan sesuai Penyelesaian Perselisihan sebagaimana Pasal 13 Perjanjian ini.

**MENJADI**

### **Pasal 7**

#### **Hak dan Kewajiban PTPN VIII (Persero)**

1. PTPN VIII (Persero) dalam Perjanjian ini berhak :
  - a. Menerima kompensasi penggunaan Objek Perjanjian dan ganti rugi tegakan sebagaimana Pasal 5 dan Pasal 6 Perjanjian ini.
  - b. Mendapatkan jaminan keamanan, ketertiban dan ganti rugi atas segala resiko dan kejadian yang diakibatkan oleh GDE, karyawan GDE serta pihak/kuasa yang ditunjuk GDE berkaitan dengan pemanfaatan objek perjanjian yang menimpa karyawan, masyarakat serta menimpa aset, harta benda atau properti milik PTPN VIII (Persero) .
  - c. Mendapatkan prioritas penggunaan brine water / direct use bagi kepentingan pengotahan teh Pihak Pertama yang pelaksanaannya lebih lanjut akan disepakati para pihak.
  - d. Terlepas dari segala tuntutan kerugian yang dialami oleh pihak lain sebagai akibat kelalaian GDE.
2. PTPN VIII (Persero) dalam Perjanjian ini berkewajiban .
  - a. Mengizinkan penggunaan Objek Perjanjian di Kebun Rancabolang kepada GDE sebagaimana pasal 2 dan pasal 3 Perjanjian ini sesuai ketentuan perundangundangan yang berlaku.
  - b. Mengizinkan kepada GDE beserta para kontraktor dan sub kontraktornya yang telah mendapatkan penunjukan secara tertulis dari GDE, untuk dapat memasuki dan menggunakan Objek Perjanjian berkoordinasi dengan Administratur Kebun Rancabolang.
  - c. Menjamin bahwa PTPN VIII (Persero) adalah pemilik yang sah serta mengelola secara penuh Objek Perjanjian dengan status Hak Guna Usaha.
  - d. Menjamin bahwa Objek Perjanjian tersebut tidak terikat sebagai jaminan terhadap pihak lain, tidak dibebani dengan beban-beban apapun juga dan bebas dari sita dan sengketa serta penguasaan fisik yang ilegal dan bahwa Objek Perjanjian tersebut tidak sedang disewakan kepada dan/atau digarap oleh pihak lain serta tidak terikat dalam perjanjian

apapun juga kepada pihak lain serta belum pernah diserahkan kepada pihak lain dengan cara apapun.

- e. Menjamin bahwa Objek Perjanjian tidak akan digunakan untuk kepentingan sendiri, ataupun membuat perjanjian dengan pihak manapun lainnya untuk menggunakan, mengalihkan, memindahtangankan atau menjadikan jaminan dengan hak tanggungan atas Objek Perjanjian, selama jangka waktu Perjanjian ini.
- f. PTPN VIII (Persero) setelah menerima pembayaran ganti rugi bangunan akan menyiapkan lahan untuk pembangunan jalur pipa dan kondensat dan sarana prasarana PLTP Patuha unit 1 paling lambat 6 (enam) bulan sejak perjanjian ini ditandatangani.
- g. Apabila PTPN VIII (Persero) tidak memenuhi kewajibannya maka akan diselesaikan sesuai Penyelesaian Perselisihan sebagaimana Pasal 13 Perjanjian ini.

#### **PASAL VI**

Mengubah Pasal 11 Perjanjian sebagai berikut :

**SEMULA**

#### **Pasal 11**

#### **Pemutusan perjanjian**

1. Salah satu pihak dapat memutuskan secara sepihak Perjanjian ini dengan ketentuan, sebagai berikut :
  - a. GDE tidak melaksanakan pembayaran baik pokok maupun denda pada waktu yang ditentukan dalam pasal 5 dan 6 Perjanjian ini.
  - b. GDE tidak menggunakan Objek Perjanjian sesuai dengan peruntukan dan penggunaannya menurut Perjanjian inia
  - c. Apabila salah satu pihak tidak memenuhi ketentuan kewajiban dalam Perjanjian ini-
2. Apabila salah satu pihak tidak memenuhi kewajibannya menurut Perjanjian ini setelah diberitahu secara tertulis Oleh pihak lainnya dalam jangka waktu 30 (tiga puluh) hari belum memenuhi kewajibannya, maka pihak lainnya tersebut dapat memutus Perjanjian ini secara sepihak.
3. Pemutusan Perjanjian sebagaimana sebab dimaksud pada ayat 1 pasal ini tidak melepaskan kewajiban para pihak sampai dengan diputusnya Perjanjian ini.
4. Para pihak sepakat melepaskan ketentuan Pasal 1266 Kitab Undang-Undang Hukum Perdata apabila terjadi pemutusan Perjanjian.

**MENJADI**

#### **Pasal 11 Sanksi dan Syarat Pembatalan Perjanjian**

1. Untuk maksud pemutusan Perjanjian ini, maka Para Pihak sepakat untuk melepaskan atau mengenyampingkan ketentuan Pasal 1266 dan 1267 Kitab Undang-Undang Hukum Perdata.
2. PTPN VIII (Persero) dapat mengakhiri Perjanjian ini secara sepihak tanpa adanya tuntutan apapun dari GDE, dengan memberitahukan secara tertulis kepada GDE 30 (tiga puluh) hari kalender sebelum pernutusan apabila:
  - a. Periode berlakunya sesuai dengan Perjanjian ini telah berakhir dan GDE tidak mengajukan permohonan perpanjangan Perjanjian kepada PTPN VIII (Persero) sebagaimana ketentuan Pasal 4 ayat (2) Perjanjian ini,

- b. Menurut pertimbangan PTPN VIII (Persero), GDE tidak menepati salah satu atau lebih kewajiban-kewajiban yang dinyatakan dalam Perjanjian ini.
  - c. GDE melanggar sebagian dan/atau seluruh ketentuan dan peraturan-peraturan yang telah digariskan dalam perjanjian ini.
  - d. GDE melakukan kegiatan yang dapat merugikan citra/nama baik PTPN VIII (Persero).
3. GDE membebaskan PTPN VIII (Persero) dari segala tuntutan pihak ketiga sebagai akibat pelaksanaan pemutusan Perjanjian ini baik secara langsung maupun tidak langsung
  4. Dengan adanya pemutusan perjanjian yang terjadi, tidak serta merta memutuskan kewajiban GDE sampai dengan kesepakatan yang seharusnya dilaksanakan saat pemutusan Perjanjian.

Addendum ini merupakan bagian yang tidak terpisahkan dari Perjanjian Nomor . SP/V.3/1261/X11/2010 dan Nomor : KTR.008/DIRUT-GDE/X11/2010 tanggal 17 Desember 2010 tentang Pinjam Pakai Sebagian Lahan HGU Perkebunan Rancabolang.

Ketentuan dalam Perjanjian yang tidak dirubah dalam Addendum Perjanjian masih tetap berlaku.

Demikian Addendum Surat Perjanjian ini dibuat dan ditandatangani pada tanggal tersebut di atas oleh Para Pihak bermaterai cukup rangkap 2 (dua), mempunyai kekuatan hukum yang sama untuk dipergunakan sebagaimana mestinya.

PT.GEO DIPA ENERGI



NUSANTARA VIII  
PRAKTIKIA SEMAWAN  
Direktur Utama



