

ABSTRACT

Potler Gultom, Main No. : 17730156. "LEGAL POLITICS OF FREEDOM PRINCIPLE OF CONTRACT OF GOODS/ SERVICES PROCUREMENT AGREEMENT OF ALUTSISTA (MAIN EQUIPMENT OF WEAPON SYSTEMS) OF INDONESIAN AIR FORCE" under the guidance of Prof. Dr. H. Faisal Santiago, SH, MM as the Promoter and Dr. Niru Anita Sinaga, SH., MH, as Co. Promoter

On the freedom principle of contract and the position of the parties in the agreement of goods/services procurement of Alutsista (Main Equipment of Weapon Systems) of Indonesian Air Force should be equally guaranteed by law so that the objective of the agreement can be achieved, namely achieving justice. But in practice this is not the case, this can be seen: Payment systems that require guaranteed payment in advance before the goods are received; The language used when a dispute occurs must be Indonesian, while no foreign party complies with this rule; The law used must be Indonesian law even though it is difficult to implement. With the issuance of Presidential Regulation of the Republic of Indonesia Number 16 of 2018 concerning Procurement of Goods/Services, Kemhan/TNI is given space by the state to make special rules that contain *lex specialis* specificity applicable in Kemhan/TNI.

In this dissertation study the author discusses: 1) How is the legal politics of freedom principle of contract of goods/services procurement agreement of Alutsista (Main Equipment of Weapon Systems) of Indonesian Air Force?. 2) What is the legal standing of the parties of goods/services procurement agreement of Alutsista (Main Equipment of Weapon Systems) of Indonesian Air Force?.

This study uses a normative juridical approach used in an effort to analyze data that refers to legal norms as outlined in legislation, based on the principles of treaty law and its relation to the agreement of goods/services procurement in Indonesian Air Force.

Research Results: In the implementation of goods/services procurement in Indonesian Air Force, the freedom principle of contract have been implemented with the existence of an organizational structure in particular and the draft contract for the procurement of goods/services based on the Presidential Regulation of the Republic of Indonesia Number 16 of 2018. In fact, providers of goods/services are often in a state of imbalance, goods/services users are always in a stronger position, while providers of goods/services are in a weak position so they tend to comply with the requirements submitted by users of goods/services. Other problems in the use of language in the agreement clause, the law used in the application of agreements, payment systems and provisions that always benefit one party. There needs to be government intervention; Proportional contractual relationships are needed between business people applying a win-win solution relationship pattern and applying the principles in the agreement law.