

ABSTRACT

Suswanti; "LEGAL DUE TO THE WANPRESTASI AGREEMENT OF BUILD OPERATE AND TRANSFER (BOT) IN GOVERNMENT PARTNERSHIP WITH PRIVATE VOCATIONAL SCHOOL DEVELOPMENT IN INDONESIA", this dissertation was under the guidance of Prof. Dr. H. Faisal Santiago, SH, MM as the Advisor and Dr. Hj. Megawati Barthos, SH, MM as co. Advisor.

The role of roads as an infrastructure that can integrate and dynamize all supporting elements of land transportation requires the construction and operation of expressways or toll roads. Considering that it requires a large investment of funds, cooperation between the government and the private sector is needed with the concept of the Build Operate and Transfer Agreement Model

The purpose of this research is to study and analyze the construction of toll roads in Indonesia in a public-private partnership (KPS) carried out based on the Build Operate and Transfer (BOT) agreement and to study and analyze the legal consequences of default on the Build Operate and Transfer (BOT) agreement based on the partnership. government and private sector in toll road construction. The problem is, Why is the construction of toll roads in Indonesia in a public private partnership (KPS) carried out based on the Build Operate and Transfer (BOT) agreement? and What is the legal effect of default on the Build Operate and Transfer (BOT) agreement based on a public-private partnership in the construction of toll roads?

Research result; The realization of toll road construction that requires a large amount of money requires a model of cooperation between the government and private companies as well as a legal umbrella to legitimize government policies. Public-Private Partnership Cooperation, abbreviated as KPS or Public Private Partnership, which is a toll road procurement contract agreement with the application of the Build Operate and Transfer (BOT) Agreement model. The legal consequence of default on the Build Operate and Transfer (BOT) agreement based on the Public Private Partnership (KPS) in the case of the Depok - Antasari Toll Road Concession Agreement Number: 191 / PPJT / V / Mn / 2006, from the toll road company before the construction period, in the form of cashing out the implementation guarantee money and the government has the right to unilaterally terminate the contract to take over and continue the construction work and appoint another party to continue the construction work. The form of default by the government does not carry out what it promised, the government is obliged to provide an extension of the concession period and / or toll tariff adjustments as compensation to the toll road company for any losses. Settlement of disputes due to default in a BOT agreement is carried out by deliberation to reach an agreement on compensation for concession extension for toll road companies through an amendment agreement for the Toll Road Concession Agreement. It is suggested, namely that there is a need for an evaluation of the delay in land acquisition, which is estimated to cause losses for toll road companies by providing compensation for the additional concession period and the initial toll tariff adjustment.

Keywords: Default, Build Operate and Transfer Agreement