

Tinjauan yuridis kontrak leasing marine vessel power plant untuk pengadaan barang/jasa ketenagalistrikan di Indonesia: analisis kontrak leasing marine vessel power plant antara PT PLN (persero) dan PT KAR Powership Indonesia = Legal analysis on leasing marine vessel power plant contract for procurement of goods/service of electrification in Indonesia: analyzing leasing marine vessel power plant contract between PT PLN (persero) and PT KAR Powership Indonesia

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Abstrak

PT PLN Persero dan PT KAR POWERSHIP INDONESIA telah membuat dan menandatangani Kontrak LVMPP termasuk proses pengadaan leasing marine vessel power plant. Dalam skripsi ini, pembahasan difokuskan pada masalah mekanisme pengadaan leasing marine vessel power plant apakah telah sesuai dengan Surat Edaran Direksi PT PLN Persero No.0014.E/DIR/2014 dan ketentuan dan persyaratan dalam Kontrak LMVPP apakah dapat dikategorikan sebagai perjanjian leasing sesuai KMK No.1169/KMK.01/1991 serta keabsahan pembentukan Kontrak LMVPP sesuai dengan KUH Perdata. Penelitian ini menggunakan metode yuridis normatif. Hasil penelitian menunjukkan bahwa mekanisme pengadaan leasing marine vessel power plant telah sesuai dengan Surat Edaran Direksi PT PLN Persero No.0014.E/DIR/2014 dan Kontrak LMVPP adalah sah dan mengikat karena telah memenuhi syarat sah perjanjian yang diatur pada KUH Perdata sebagaimana diatur pada pasal 1338 jo. 1320-1337, dari aspek leasingnya Kontrak LMVPP tidak dapat dikategorikan sebagai perjanjian leasing karena tidak berisi dan memuat ketentuan dan pengaturan sebagaimana yang diperlukan dalam perjanjian leasing yang telah ditentukan pada KMK No.1169/KMK.01/1991. Hal ini dikarenakan beberapa permasalahan seperti harga dan pembayaran sewa yang justru memfokuskan terhadap pembelian tenaga listrik dan tidak diaturnya mengenai harga perolehan barang modal. Saran yang dapat disampaikan adalah harus dibuatnya suatu peraturan perundang-undangan tentang leasing dan perusahaan pembiayaan yang terintegritas dalam suatu Undang-Undang agar dapat menjamin kepastian hukum terhadap masyarakat serta PT PLN Persero harus dapat konsisten dalam melakukan suatu pekerjaan agar pembentukan kontrak selaras dengan maksud dan tujuan pekerjaan tersebut.

<hr><i>PT PLN Persero and PT KAR POWERSHIP INDONESIA has made and entered into LVMPP contract including its process of procurement of leasing marine vessel power plant. In this thesis, the discussion focused on the issuing of the mechanism of procurement of leasing marine vessel power plant whether in accordance with Letter of Circular Board of Directors of PT PLN Persero No.0014.E DIR 2014 and the terms and condition set out on the LMVPP contract whether it can be categorized as a lease agreement according KMK No.1169 KMK.01 1991 as well as the validity of the Contract in accordance with article 1338 jo. article 1320 1337 of Indonesia Civil Code. This research uses a normative juridical method. The results of this research found that the mechanism of procurement of leasing marine vessel power plant has applied with and in accordance with the Letter of Circular of Directors of PT PLN Persero No.0014.E DIR 2014 and the LMVPP contract is valid and binding because it has qualified as valid agreement as stipulated in the Indonesia Civil Code in article 1338 jo. 1320 1337. However for its leasing

aspect, LMVPP contract can not be categorized as a operating lease agreement because it does not contains an obliged provisions and arrangements as required in the lease agreement that has been determined in KMK No.1169 KMK.01 1991. This is due to several issues such as price and lease payments that would rather focus on the purchase of electricity and that the exclusion of the acquisition price of capital goods. Suggestions can be submitted is to be made a legislation on leasing and financing company that integrated into an Act in order to ensure legal certainty to the society and PT PLN Persero must be consistent in doing a job in order to form a contract that in line with the intent and purpose of the work mentioned.</i>