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Juridical Study of The Implementation of The Principles of Equality of The Parents Parties In Contruction Action Contract Which Is Made In A Notary Face

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ABSTRACT

The principle of equality, contact, notar The juridical concept of the principle of equality in the perspective of contract law is based on a civil law system that conforms to the values of justice. Contracts based on a civil law system that are in accordance with the values of justice, actually in Indonesia the application of the principle of freedom of contract is not absolute, there are certain limitations regulated in the Civil Code and other laws and regulations. The restrictions on freedom of contract that are regulated in the Civil Code include that there are no defects in the agreement, namely coercion, error, and fraud. The form of the principle of equality of the parties in the construction work contract deed made before a Notary, regarding the authority of the notary in making contracts, in Article 15 of Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning the Position of a Notary, is a public official those who are authorized to make both authentic deeds and under-hand deeds as long as they are not specific to other public officials in accordance with statutory regulations or the wishes of the parties concerned to ensure that the rights and obligations of the parties are guaranteed and have legal certainty.

1. Introduction

Notary is a public official who has the authority to make authentic deeds as long as the making of certain authentic deeds is not specific to other public officials. Making authentic deeds is required by laws and regulations in order to create legal certainty, order and protection.[1] For example, in everyday life, for example in a construction service work, in order to be legally stronger, both parties go to a notary official to make a construction service agreement. For example in everyday life, a construction service work

[1] Leny Agustan dan Khairulnas. (2013). *Tata Kelola Kantor Notaris/PPAT*. (pp. 7). Jakarta: UII Press.

where in order to be stronger legally both parties go to a notary official to make a construction service agreement.

Construction services are construction work planning consulting services, construction work implementation services, and construction work supervision consulting services. According to the provisions of Law Number 2 of 2017 concerning Construction Services. There are two parties who enter into a construction work contract, first, service users are individuals or legal entities as task providers or owners of work or projects requiring construction services and the second is that service providers are individuals or bodies whose business activities provide construction services. The two parties enter into an agreement known as a construction work contract. Then government agencies began to carry out construction which signaled a revival of the national construction services. Over time, improvements have been made in the development program and in its implementation. It is an irony that construction service contracts have no standard reference because construction services are construction work planning consulting services, construction work implementation services, and construction work supervision consulting services.

In fact, construction services are one of the real proofs of the development of development in Indonesia which has an important role in achieving various goals to support the realization of national development.[2] Construction services are regulated by Law Number 2 of 2017 where the construction services law is one form of national legal product that is extraordinary because the substance relating to all aspects of construction services is completely regulated. According to the provisions of Law Number 2 of 2017 concerning Construction Services, there are two parties who enter into a construction work contract, first the service user is an individual or legal entity as the assignor or owner of the work / project that requires construction services and the second is the service provider, Individuals or entities whose business activities are to provide construction services. The two parties entered into an agreement called a construction work contract, then according to Article 1 paragraph (8) of Law Number 2 of 2017 concerning Construction Services that "a construction work contract is the entire document that regulates the legal relationship between service users and service providers in organizing construction work ".

Discussing equality must be based on the theory of justice, because if it is not equal it means one-sided, if a construction work contract does not reflect a balance, it certainly does not reflect fairness in the construction work contract relating to the rights and obligations of both parties, meaning that if linked In a construction work contract, an agreement that is carried out must describe the equality of the government or private employer or the State-Owned or private company, because this becomes a reference for the good or bad running of a construction service work to be done.

Regarding the making of a construction service contract, it is certainly one of the domains of the authority of the notary office, based on Article 1 number 1

[2] FX Djumadi. (2010). *Perjanjian Pemborongan*, cet 3. (pp. 1). Jakarta: Rineka Cipta.

of Law Number 30 of 2004 states that "Notaries are public officials who have the authority to make authentic deeds and other powers as referred to in this law". In fact, the Notary Public has an obligation to include that what is contained in the notary deed has actually been understood and is in accordance with the parties, namely by reading it so that the contents of the notary deed are clear, as well as providing access to information, including access to related laws and regulations. for the parties signing the deed. Thus the parties can decide freely to agree to the contents of the notary deed to be signed.

Based on the mandate of Article 1 number 1 of Law Number 30 Year 2004 above, in fact, in terms of morality, a Notary has an implicit obligation which aims that the parties who appear to the Notary official get equal rights and obligations contained in the work contract. construction services, because the notary is the only public official who is authorized to make authentic deeds as stated in Article 1 number 1 and number 7 jo. Article 15 paragraph (1) in conjunction with Article 16 paragraph (1) of Law Number 30 of 2004, furthermore in Article 1 point 1 it is stated that "a notary is a public official who has the authority to make authentic deeds and other powers as referred to in this law".

Then Article 1 point 7 states that notary deeds are authentic deeds made by or before a notary according to the form and procedure stipulated in this law, Article 15 paragraph (1) states "Notaries are authorized to make authentic deeds regarding all actions, agreements or provisions required by laws and regulations and / or desired by those concerned to be stated in the authentic deed, guaranteeing the certainty of the deed creation date, keeping the deed, providing grosse, copy and excerpt of the deed, all as long as the making of the deeds is not also assigned or excluded from other officials or other people stipulated by law ", as well as Article 16 paragraph (1) letter d, which reads:" in carrying out his / her office a notary is obliged to issue a grosse deed, a copy of the deed, or an excerpt of the deed based on the minuta deed."

Furthermore, in accordance with the development of the era of office of the Notary, not only makes authentic deeds assigned to him, but also provides legal advice (legaladvisor) or legal opinion (legal opinion), explains the laws and regulations to the parties concerned as well as carries out legalization and waarmerking of the letter. -a letter or documents under hand based on the provisions of Article 1874 of the Civil Code. Due to the rapid social development, resulting in the development of relationships in society, the role of the notary office is very complex and often differs from the prevailing regulations. The duties and roles of a notary in practice in the community are wider than the duties of a notary that are borne by the notary office law. It is even considered a profession that can solve all legal problems.[3]

Furthermore, Agus Yudha Hernoko explained that the principle of balance is "a state of silence or harmony because the various forces that work do not

[3] Habib Adjie. (2002). *Penegakan Etika Profesi Notaris dari Perspektif Pendekatan Sistem*. (pp. 6-7). Jakarta: Media Notariat.

dominate the others or because one element does not control the other.[4] The principle of balance in accordance with the spirit of the Indonesian people is a good value to be applied in practice in the business world, provisions other than Article 1339 of the Civil Code which limit the principle of freedom of contract, but in practice related to the barrier to realization of the principle of balance is the creation of standard clauses, which are also regulated in Article 18. Consumer Protection Law. This is intended to place consumers on an equal footing with business actors based on the principle of freedom of contract. The agreement in the Indonesian civil law system is regulated in book III of the Civil Code, Article 1313 of the Civil Code provides the meaning of an agreement, which states that an act by which one or more people bind themselves to one or more other people.[5]

Furthermore, based on the cases that have been described, there are weaknesses in the practice of making contracts, namely the existence of clauses that can cause harm to one party so that it does not reflect the balance of the position of the rights and obligations of the parties. Likewise, from the tracing of the existing regulations and the results of the research described above, there is a legal norm that needs to be examined, especially in regulating and supervising contracts so as to protect every rights that carry out the contract. Failure to accommodate the balance of the parties in the contract causes the fundamental rights of the parties to be disturbed. Contracts are not prohibited because they are a manifestation of the principle of freedom of contract, but in the absence of an opportunity for the parties to negotiate directly, it makes one, directly or indirectly, seems to be forced, even though the party is urged by the level of need, so that they have no other choice but signed a contract that was against his / her own interests.

The contract looks, directly or indirectly, as if it were a double-edged knife to the freedom of contract, because in terms of its formation the contract is a reflection of the principle of freedom of contract, but on the other hand a contract that does not provide equality for both parties has limited or eliminated the principle of freedom of contract in its absence. an opportunity for the other party to be able to meet face to face to negotiate the points of the desired agreement. Based on the background description above, a problem arises, where the role of a notary in realizing the equality of the parties stated in a construction service contract, because in general the job recipient and / or job auction winner is from a government agency or a corporation, the winning bidder. will be guided to the agreements contained in a contract, even though in fact the contract does not create equality between the two parties, both from rights and obligations, especially the amount of authority given to the employer.

Based on the description above, the main problem can be drawn, namely How is the juridical concept of the principle of equality in the perspective of contract law based on a civil law system that is in accordance with the values

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[4] Agus Yudhha Hernoko. (2011). *Hukum Perjanjian Asas Proporsionalitas dalam Kontrak Komersial*. (pp. 5). Jakarta: Prenada Media Group.

[5] Rudtanti Dorotea Tobing. (2014). *Hukum Perjanjian Kredit (Konsep Perjanjian Kredit Sindikasi yang berdasarkan Demokrasi Ekonomi*. (pp. 76). Yogyakarta: Laksbang Grafika.

of justice? And what is the form of the principle of equality of the parties in the construction work contract deed made before a notary public.

2. Method

The type of research used in this research is normative legal research. This type of research was chosen because the study in this study is a study of legal science, therefore it must be studied from its legal aspects. Normative legal research is research on literature material (secondary data) that is relevant to the problem to be analyzed, both in the form of primary legal materials, secondary legal materials, and tertiary legal materials.[6]

3. Juridical Concept of Equality Principle in Contract Law Perspective Based on the Civil Law System in Accordance with Justice Values

The understanding of the meaning of the principle of equality or it can also be called balance is traced from the opinions of several scholars such as Sutan Remy Sjahdeini, Mariam Darus Badrulzaman, Sri Gambir Melati Hatta, and Ahmadi Miru in general, giving the meaning of the principle of balance as a balance of the position of the contracting parties.[7] Therefore, if there is an inequality of rights and obligations in a contract, it will cause a loss for one of the parties that carries out the contract. Furthermore, moving on from this thought, the understanding of the working power of the principle of equality or the principle of balance which emphasizes the balance of the positions of the contracting parties feels dominant in relation to consumer contracts. This is based on the idea that in the perspective of consumer protection there is an imbalance in the bargaining position of the parties.[8]

Then according to researchers equality or balance is closely related to justice. Regarding fairness, Aristotle's views on justice can be found in the work of Nichomachean ethics, politics, and rhetoric. More specifically, in the book Nicomachean ethics, the book is devoted entirely to justice, which, on the basis of Aristotle's general philosophy, should be regarded as the essence of the philosophy of law, "because law can only be established in relation to justice".[9] Furthermore, justice is generally defined as an act or fair treatment. While fair is impartial, impartial and side with the right. Justice according to philosophical studies is when two principles are fulfilled, namely, firstly not to harm a person and secondly, what is the treatment of each human being. If these two can be fulfilled then it is said to be fair. In justice there must be equal certainty, where if combined, the combined results will be justice.

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[6] Soerjono Soekanto dan Sri Mamudji. (2003). *Penelitian Hukum Normatif, Suatu Tinjauan Singkat. Cetakan Keenam*. (pp. 14). Jakarta: RadaGrafindo Persada.

[7] Agus Yudha Hernoko. (2010). *Hukum Perjanjian Asas proporsionalitas dalam Kontrak komersial*. (pp. 79). Jakarta: Kencana Prenada Media Group.

[8] ibid

[9] Carl Joachim Friedrich. (2004). *Filsafat Hukum Perspektif Historis*. (pp. 24). Bandung: Nuansa dan Nusamedia.

Based on the description above, in this context the principle of equality or the principle of balance which means "equal-equilibrium" will work to provide a balance when the bargaining position of the parties in determining the will becomes unbalanced. The purpose of the principle of balance is the final result that places the parties in an equal position in determining their rights and obligations. Then with regard to the principle of equality or a balance, we can also trace it normatively after the issuance of Law Number 8 of 1999 concerning Consumer Protection because the substance of the law is very strong with the nuances of state interference in balancing the position of the parties between consumers and producers, in fact an effort balancing the positions of the parties is expressly stated in its general explanation which states that "On the other hand, the conditions and phenomena mentioned above may result in 'the position of business actors and consumers becoming unbalanced and consumers in a weak position'. Consumers become objects of business activities to reap the maximum profit possible by business actors through promotional tips, sales methods, and application of standard agreements that harm consumers.

Actually realizing equal rights and obligations between the two parties, morally, a notary as a general official who makes a construction contract under hand or a deed under hand or made by and before a notary or an authentic deed can play a role in realizing the principle of equality or balance between the interests of the employer and those who carry out construction work because morally, the Notary is required to play an active role in examining all legal aspects for the benefit of creditors and debtors. Because the interests of the two parties must be stated equally in a construction work contract as the provisions of the laws and regulations as well as the provisions of the agreement that govern the relationship between the two parties, and can be realized from an agreement, whether an agreement in the form of an underhand deed or in an authentic form. The role of a notary with an independent and impartial position is needed, one of the parties should ask for a legal opinion from the notary on the form of the construction contract to be carried out, so that the notary can act as an element of filtering a construction contract that runs well will be more guaranteed.

Actually, the professional duty of a notary public must have moral integrity, in the sense that all moral considerations must underlie the implementation of his professional duties. Something that is contrary to the good must be avoided even though by doing so, you will get a high reward, including moral considerations in carrying out these professional duties, must be aligned with the values in society, the values of manners, and the prevailing religion. It is not important that a person only has high professional abilities, but it only has meaning if besides having professional abilities he is a moral person. Then a notary who is professionally responsible for his profession, loves his profession as a noble duty to uphold professional ethics, because a notary is one of the instruments in law enforcement and through the legal profession he wants to serve others as his idealism is respected and trusted by justice seekers. solely because of the weight and quality of his legal mastery or the reliability of his intellectual and legal skills, but because he

also has self-integrity as a guardian of the constitution, human rights, truth and justice as a moral commitment of his profession.

Because the basis of the duties of a notary is to make an authentic deed where the deed can be a valid evidence in the event of a dispute in the midst of society. Before carrying out the work requested by the parties, a notary should provide counseling to the client so that the client can capture or understand the counseling, even though the counseling fails to make the certificate or fails to become the client of the notary concerned. And in this case also conditions the client so as not to fall into an error. Responsibility according to the general Indonesian dictionary, is a condition of being obliged to bear everything. Responsibility also means acting as a manifestation of awareness of one's obligations. Due to responsibility can be interpreted as "acting appropriately without being warned". Meanwhile, being responsible is an attitude of independence and sensitivity to the feelings of others. The nature of a person can be assigned responsibility will be seen in the way he acts in an emergency and the way he does his routine work.

In fact, the concept of accountability, when linked to the notary profession, can be held accountable for his mistakes and negligence in carrying out his duties and positions as law enforcers. Notaries are not responsible for the contents of deeds made before them, but notaries are only responsible for the formal form of authentic deeds as stipulated by law and are responsible for the formality of an authentic deed and not for the material of the authentic deeds. This requires the Notary Public to be neutral and impartial and to provide some kind of legal advice for parties who request legal guidance from the Notary concerned. Then in line with this, the notary can be held accountable for the material truth of a deed if the legal advice given later turns out to be a mistake. Through the construction of the explanation of the notary's position law, it can be concluded that the notary can be held accountable for the material correctness of a deed he has made if it turns out that the notary does not provide access to a certain law relating to the deed he made so that one party feels cheated by his ignorance.

3.1. Contracts based on a civil law system that conforms to the values of justice

Justice is a word that has no limit in the meaning of the sentence, because it is returned to every legal subject, whether it feels fair or not. According to Ahmad Ali, the purpose of the law is to achieve justice solely.[10] The Pancasila state is a social justice nation state, which means that the state as an incarnation of man as a creature of God Almighty, the natural nature of individuals and social creatures aims to realize justice in living together (social justice). Social justice is based on and imbued with the essence of human justice as a civilized creature (the second principle of Pancasila). Humans are essentially just and civilized, which means that humans must be

[10] Ahmad Ali. (2012). *Menguak Teori Hukum (Legal Theory) dan Teori Peradilan (Justiceal Prudence)*. (pp. 216). Jakarta: Kencana Pranada Media Group.

fair to themselves, fair to their Lord, fair to others and society and fair to their natural environment.

Based on the description above, the values of justice should be embedded in every contract or agreement making, in this case the types of agreements according to Sutarno are as follows:[11]

a. A reciprocal agreement is an agreement made by placing the rights and obligations of both parties making the agreement. For example, a sale and purchase agreement for something based on the provisions of Article 1457 of the Civil Code and a lease agreement for Article 1548 of the Civil Code.
b. One-sided agreement is an agreement made by placing obligations on one party only. For example a grant agreement, furthermore in this grant the obligation only lies with the person who gives the gift, namely, to provide the gifted item while the grantee does not have any obligations. The grant recipient is only entitled to receive the goods given without any obligation to the person who gave the gift.
c. A free agreement is an agreement according to the law where there is an advantage for one party only, and does not give rise to an advantage to the other party. For example, grants and borrowing as stipulated in Article 1666 of the Civil Code and 1740 of the Civil Code.
d. A consensual agreement is an agreement that is considered valid if there has been an agreement between the parties making the agreement. A real agreement is an agreement that requires an agreement but the goods must be delivered. For example, the agreement for safekeeping of goods in Article 1741 of the Civil Code and the loan agreement to replace Article 1754 in the Civil Code. A formal agreement is an agreement that requires an agreement but the law requires that the agreement must be made in a certain form in writing with a deed made by a notary public official or PPAT. For example the sale and purchase of land, the law stipulates that a sale and purchase certificate must be made with a PPAT deed, a marriage agreement made with a notary deed.
e. A named or special agreement is an agreement that has been regulated with special provisions in the Civil Code of the third book chapter V to chapter XVIII. For example, sales and purchase agreements, leasing, grants and others. anonymous agreement is an agreement that is not specifically regulated in a law. For example a lease agreement.

In fact, in Indonesia, the application of the principle of freedom of contract is not absolute, there are certain restrictions that are regulated in the Civil Code and other laws and regulations. The limitations on freedom of contract that are regulated in the Civil Code include that there are no defects in the agreement, namely coercion, error, and fraud. The teaching of state abuse

[11] Sutarno. (2003). *Aspek-aspek Hukum Perkreditan Pada Bank*. (pp. 82). Bandung: Alfabeta.

(misbruik van omstandigheden) can be used in the handicap category in determining his will to give consent.[12]

The fundamental doctrine inherent in freedom of contract is that the contract is born ex nibilo, namely the contract as the embodiment of the free will of the parties making the contract. Even in 1870, as the peak of the application of the principle of freedom of contract, the government and the judiciary did not allow intervention in the contracts of the parties at all, and the caveat emptor or the buyer beware doctrine emerged, which means that the law obliges buyers to be careful and must try to protect themselves.[13]

3.2. Forms of the Principle of Equality of the Parties in the Construction Work Contract Deed Made Before a Notary Public

The Civil Code of Agreement is regulated in book III which is contained in Article 1233 to Article 1864 concerning the engagement, the Civil Code uses the terms contract and agreement for the same meaning. This can be seen clearly from the title of chapter II Book III BW, which is about an engagement that is born from a contract or agreement, based on the explanations of these articles, it can be given the meaning that contracts and agreements are interpreted with the same meaning.

Discussing a principle should be examined as a whole, from where the principle was born and developed then what thoughts are adopted by these principles, regarding this matter Indonesia as a country that adheres to a civil law legal system.[14] That is, one of the written laws used as a source of law is the Civil Code. The Civil Code comes from the Dutch Burgerlijk Wetboek which is enforced in Indonesia based on the concordance principle from May 1, 1848 to the present.[15] The Civil Code is a source of material law in the private sector because it regulates relationships between individuals and legal entities, areas of law covered by private law include but are not limited to family law, intellectual property law and business law.

Actually, the contract for the procurement of government goods and services is a written agreement between the Budget User or Budget User Proxy and the goods and services provider. With regard to the government's position as a party to the contract for the procurement of goods and services, it results in the government being bound by private norms, especially in relation to contracts, but on the other hand, in its position as a public legal entity, the government is bound by the existing provisions. in the constitution and laws. Regarding the context of the formation of government goods and services procurement contracts, it is described that the realization of the free will of the parties is limited by the statutory regulations governing the procurement

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[12] Tami Rusli. (2015). *Asas Kebebasan Berkontrak Sebagai Dasar Perkembangan Perjanjian di Indonesia'*. Pranata Hukum Jurnal Ilmu Hukum. Pp. 23.

[13] Made Rawa Aryawan. (2003). *Asas Kebebasan Berkontrak dalam Kaitannya dengan Kewenangan Hakim untuk Menilai Eksistensi Kontrak*. Jurnal Ilmu Hukum. 1 (1). Pp. 1.

[14] Choky R. Ramadhan. (2018). *Konvergensi Civil Law dan Common Law di Indonesia dalam Penemuan dan Pembentukan Hukum*. Jurnal Mimbar Hukum. 30 (2). Pp. 214.

[15] Riduan Syaharani. (2015). *Masalah Bunga dan Perubahan Nilai Mata Uang*. Jurnal Hukum dan Pembangunan. 11 (4). Pp. 362.

of goods and services, both regarding the format, clause and scope. Since the formation and regulation of the rights and obligations contained in the goods and services procurement contract are based on standard regulations contained in standard procurement documents in the context of the formation of government goods and services procurement contracts, it can be said that the realization of the parties' free will is limited by the laws and regulations regulates the procurement of goods and services, both in terms of format, clause and scope. The establishment and regulation of rights and obligations contained in the contract for the procurement of goods and services are based on standard regulations contained in Standard Procurement Documents or Electronic Procurement Document Standards attached to the Electronic Procurement System application.

In fact, the benchmarks for the determination of the standard rules are not carried out on the basis of an agreement between the parties, except for an agreement or agreement in the form of a signing because such an agreement cannot be said to be given freely because of the economic dependence of the provider on the government as the user party, causing freedom for the provider. only in the form of an option to accept or reject the predefined standard regulations. Then the conditions for the validity of a legal and binding agreement are agreements that meet the elements and conditions stipulated by law. Legitimate and binding agreements are recognized and have legal consequences. According to the provisions of article 1320 of the Civil Code, every agreement always has four elements and each element is attached to the conditions stipulated by law.[16]

In fact, in Indonesia, the application of the principle of freedom of contract is not absolute due to certain restrictions stipulated in the Civil Code and other laws and regulations. The limitations on freedom of contract that are regulated in the Civil Code include that there are no defects in the agreement, namely coercion, error, and fraud. The teaching of state abuse (misbruik van omstandigheden) can be used in the handicap category in determining his will to give consent.[17]

Then furthermore, Indonesia as a constitutional state based on Pancasila and the 1945 Constitution guarantees legal certainty, order and protection for every citizen. F. J. Stahl characterizes the rule of law concept with four main elements, namely:[18]

a. Recognition and protection of human rights;
b. The state is based on trias political theory;
c. Government is implemented based on law and;

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[16] Abdulkadir Muhammad. (2011). *Hukum Perdata Indonesia*. (pp. 299). Bandung: Citra Aditya Bakti.

[17] Tami Rusli. (2015). *Asas Kebebasan Berkontrak Sebagai Dasar Perkembangan Perjanjian di Indonesia*. Pranata Hukum Jurnal Ilmu Hukum. 10 (1). (pp. 24).

[18] Stahl, F. J. dalam Yoyon Mulyana Darusman. (2016). *Kedudukan Notaris Sebagai Pejabat Pembuat Akta Otentik dan Sebagai Pejabat Pembuat Akta Tanah*. Adil: Jurnal Hukum. 7 (1). (pp. 41).

d. The existence of a state administrative court in charge of handling cases of illegal acts by the government (onrechtmatige overheidsdaad).

Then, one of the ways the government implements the above is by forming a notary organization as the party that is given the authority to bridge the Government with the community in creating legal certainty, order and protection and further supporting the creation of good governance. One of the instruments to achieve legal certainty is through authentic written evidence regarding legal acts, contracts, stipulations and events made before or by other authorized officials.[19]

4. Conclusion

The juridical concept of the principle of equality in the perspective of contract law is based on a civil law system that conforms to the values of justice. Contracts based on a civil law system that are in accordance with the values of justice, actually in Indonesia the application of the principle of freedom of contract is not absolute, there are certain limitations regulated in the Civil Code and other laws and regulations. The restrictions on freedom of contract that are regulated in the Civil Code include that there are no defects in the agreement, namely coercion, error, and fraud. The form of the principle of equality of the parties in the construction work contract deed made before a Notary, regarding the authority of the notary in making contracts, in Article 15 of Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning the Position of a Notary, is a public official those who are authorized to make both authentic deeds and underhand deeds as long as they are not specific to other public officials in accordance with statutory regulations or the will of the parties concerned to ensure that the rights and obligations of the parties are guaranteed and have legal certainty.

Acknowledgements

The notary should be able to act more decisively in acting professionally, neutral and impartial so that the notary should be able to provide advice to both parties so that the principle of balance in making and executing construction work contracts can be implemented properly based on fairness for both parties. The implementation of a construction work contract is the first step of a development, it may be that development whose funds come from the APBN or APBD but it does not rule out the possibility that capital will also come from the private sector, for making construction work contracts in the Government, the principle of freedom of contract tends to be restrained, because the recipient of the job usually do not have the power to convey sanctions against construction work contracts, because usually

[19] Hendy Sarmyendra, (et.al.). (2015). *Kekuatan Berlakunya Penggunaan Blanko Akta Tanah oleh Notaris/Pejabat Pembuat Akta Tanah dalam Pengalihan Hak atas Tanah di Kabupaten Malinau Kalimantan Utara*. Jurnal Beraja Niti. 4 (3). (pp. 25).

contracts have been prepared in advance, therefore a firm role is needed from the APIP (Government Internal Supervisory Apparatus) which in terms of internal supervisory agencies in examining a procurement document in advance.

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