

THESIS
IMPLEMENTATION OF COOPERATION AGREEMENTS AT PT.
ANUGRAH MAS UTAMA BEKASI CITY ON CONSTRUCTION
SERVICES ACTIVITIES IN THE PERSPECTIVE OF FIQH
MUSYARAKAH



Written By:

Zulfie Jiwananda Putra

Reg.Number 41.2020.326.160

DEPARTMENT OF ISLAMIC ECONOMICS LAWS

FACULTY OF SHARIA

UNIVERSITY OF DARUSSALAM GONTOR

1446 H /2025 M

**IMPLEMENTATION OF COOPERATION AGREEMENTS AT PT.
ANUGRAH MAS UTAMA BEKASI CITY ON CONSTRUCTION
SERVICES ACTIVITIES IN THE PERSPECTIVE OF FIQH
MUSYARAKAH
THESIS**

Presented to the University of Darussalam Gontor in Partial Fulfillment of
Requirement for Completing the Undergraduate Program Department Islamic
Economics Laws

Written By:

Zulfie Jiwananda Putra

Reg.Number 41.2020.326.160

Supervisor

Devid Frastiawan Amir Sup, S.H.I., M.E.

**DEPARTMENT OF ISLAMIC ECONOMICS LAWS
FACULTY OF SHARIA
UNIVERSITY OF DARUSSALAM GONTOR**

1446 H /2025 M



UNIDA
GONTOR

UNIVERSITAS DARUSSALAM GONTOR

ABSTRAK

IMPLEMENTASI PERJANJIAN KERJA SAMA DI PT. ANUGRAH MAS UTAMA KOTA BEKASI TENTANG KEGIATAN JASA KONSTRUKSI DALAM PERSPEKTIF FIQH MUSYARAKAH

Zulfie Jiwananda Putra

4120203260160

PT Anugrah Mas Utama adalah perusahaan yang memiliki manfaat untuk masyarakat sekitar, dengan dampak positif yang diberikan dalam sektor perekonomian. PT Anugrah Mas Utama adalah perusahaan yang bergerak di bidang industri alat berat dan jasa konstruksi. Perusahaan ini bekerja sama dengan kontraktor dalam pengembangan proyek dengan skema pembayaran modal sebesar 20% dari nilai kontrak setelah progres pekerjaan mencapai 20%. Tujuan penelitian ini adalah untuk mengetahui implementasi perjanjian kerja sama dan pembiayaan di PT. Anugrah Mas Utama dalam perspektif fiqh musyarakah. Penelitian menggunakan metode kualitatif deskriptif dengan sumber data primer yang diperoleh melalui observasi, wawancara, dan dokumentasi yang dilakukan di lapangan dengan objek dan subjek berkaitan dengan penelitian. Hasil penelitian menunjukkan bahwa, implementasi perjanjian kerjasama PT Anugrah Mas Utama memiliki skema pemodal dana proyek pertama diberikan sebesar 20% dari nilai kontrak setelah progres pekerjaan mencapai 20%, namun dengan terteranya skema ini, terdapat kendala dari pemodal dana yaitu setelah progres pekerjaan proyek berjalan 20% terjadi keterlambatan dalam pemberian dana proyek. Kemudian ditinjau dari fiqh musyarakah implementasi perjanjian kerjasama PT Anugrah Mas Utama mengarah kepada *syirkah inan* karena terdapat dua belah pihak yang melakukan kerjasama dengan saling berkontribusi pihak pertama PT Anugrah Mas Utama memberikan modal serta melakukan pengasawan pekerjaan, pihak kedua kontraktor memberikan tenaga kerja, namun pemodal dana proyek yang dilakukan PT Anugrah Mas Utama ditinjau dari fiqh musyarakah tidak sesuai dengan prinsip fiqh musyarakah karena pemodal diberikan diakhir seharusnya dalam prinsip fiqh msyarakah pemodal diberikan diawal. Oleh karena itu, saran dari peneliti diperlukan perbaikan dalam mekanisme kerjasama agar sesuai dengan syarat dan rukun syirkah inan yang sesuai dalam prinsip fiqh musyarakah. Selanjutnya agar manajemen PT. Anugrah Mas Utama meningkatkan pemahaman tentang prinsip-prinsip fiqh muamalah, khususnya *syirkah inan*, dengan memastikan semua transaksi dan perjanjian yang dilakukan sesuai dengan prinsip syariah. Selain itu, perlu adanya mekanisme yang lebih transparan dan adil dalam pemberian modal dan pengelolaan risiko, serta pemberian modal yang tepat waktu sesuai dengan kesepakatan kontrak.

Kata Kunci: *Fiqh Musyarakah, Kerjasama, PT Anugrah Mas Utama, Syirkah Inan, Implementasi akad*

ABSTRACT

IMPLEMENTATION OF COOPERATION AGREEMENTS AT PT. ANUGRAH MAS UTAMA BEKASI CITY ON CONSTRUCTION SERVICES ACTIVITIES IN THE PERSPECTIVE OF FIQH MUSYARAKAH

Zulfie Jiwananda Putra
4120203260160

PT Anugrah Mas Utama is a company that has benefits for the surrounding community, with a positive impact on the economic sector. PT Anugrah Mas Utama is a company engaged in the heavy equipment and construction services industry. The company works with contractors in the development of projects with a capital payment scheme of 20% of the contract value after the work progress reaches 20%. The purpose of this study is to find out the implementation of cooperation and financing agreements at PT. Anugrah Mas Utama in the perspective of fiqh musyarakah. The research uses a descriptive qualitative method with primary data sources obtained through observations, interviews, and documentation conducted in the field with objects and subjects related to the research. The results of the study show that the implementation of the cooperation agreement of PT Anugrah Mas Utama has a capital scheme for the first project fund to be given at 20% of the contract value after the progress of the work reaches 20%, but with the existence of this scheme, there are obstacles from the capitalization of funds, namely after the progress of the project work runs 20%, there is a delay in the provision of project funds. Then it is reviewed from the fiqh musyarakah that the implementation of the cooperation agreement of PT Anugrah Mas Utama leads to shirkah inan because there are two parties who cooperate by contributing to each other, the first party PT Anugrah Mas Utama provides capital and does the work, the second party the contractor provides labor, but the capital of project funds carried out by PT Anugrah Mas Utama is reviewed from the fiqh musyarakah is not in accordance with the principles of fiqh musyarakah because Capitalization is given at the end, it should be in the principle of fiqh msyarakah capital is given at the beginning. Therefore, the suggestion from the researcher is needed to improve the cooperation mechanism to be in accordance with the conditions and harmony of shirkan inan that are appropriate in the principles of fiqh musyarakah. Furthermore, so that the management of PT. Anugrah Mas Utama enhances the understanding of the principles of fiqh muamalah, especially shirkah inan, by ensuring that all transactions and agreements are carried out in accordance with sharia principles. In addition, there needs to be a more transparent and fair mechanism in providing capital and risk management, as well as providing timely capital in accordance with contract agreements.

Keywords: Fiqih Musyarakah, Cooperation, PT Anugrah Mas Utama, Syirkah Inan, Contract Implementation

MOTTOES

قَالَ لَقَدْ ظَلَمَكَ بِسُؤَالِ نَعَجَتِكَ إِلَىٰ نِعَاجِهِ ۖ وَإِنَّ كَثِيرًا مِّنَ الْخُلَطَاءِ لَيَبْغِي بَعْضُهُمْ
عَلَىٰ بَعْضٍ إِلَّا الَّذِينَ آمَنُوا وَعَمِلُوا الصَّالِحَاتِ وَقَلِيلٌ مَّا هُمْ ۖ وَظَنَّ دَاوُدُ أَنَّمَا فَتَتَهُ
فَاسْتَعْفَرَ رَبَّهُ وَخَرَّ رَاكِعًا وَأَنَابَ

"He (Daud) said, "Truly, he has done unjust to you by asking your goats to be (combined) with his goats. Indeed, many of the people who are united are really harming one another, except those who believe and do righteous deeds, and very few of them." David believed that We were only testing it. So he asked his Lord for forgiveness and he fell down and repented." (Shad: 24)

UNIDA
GONTOR
UNIVERSITAS DARUSSALAM GONTOR

DEDICATION

I say thank you to all of who have given me support system, Especially to my beloved family and relatives, thank you for the support, love and enthusiasm that you have given during the process of completing this thesis. It is to you that I dedicate my dedication for this success. Hopefully every step we go through will be a blessing for all of us. Thank you over everything



APPROVAL OF SUPERVISOR

Dear,

Dean of Faculty of Sharia

University of Darussalam Gontor

Ponorogo – East Java – Indonesia

Bismillahirrahmanirrahim,

Assalamualaikum Wr. Wb

I have honor to present this thesis written by:

Nama : **Zulfie Jiwananda Putra**

Registered Number : **41.2020.326160**

Title : **IMPLEMENTATION OF COOPERATION
AGREEMENT AT PT. ANUGRAH MAS
UTAMA KOTA BEKASI TOWARDS
CONSTRUCTION SERVICE ACTIVITIES IN
THE PERSPECTIVE OF FIQIH
MUSYARAKAH**

It has been processed and corrected to meet the part of the requirement to attain the degree of licentiate (S1) in Islamics Economics Law. Therefore, we expect that the thesis could be examined soon.

Hopefully, this thesis would be useful for religion, nation, and the development of an educational institution.

Wassalamualaikum Wr. Wb.

Magelang, 19 January 2025
18 Rajab 1446

Supervisor



Al-Ustadz Devid Frastiawan Amir Sup, S.H.I., M.E.

DECLARATION

I Who Signed here under:

Name : Zulfie Jiwananda Putra

Reg. Number : 41.2020.326160

Faculty : Sharia

Department : Islamic Economics Laws

Title : **IMPLEMENTATION OF COOPERATION**

AGREEMENT AT PT. ANUGRAH MAS UTAMA

KOTA BEKASI TOWARDS CONSTRUCTION

SERVICE ACTIVITIES IN THE PERSPECTIVE OF

FIQIH MUSYARAKAH

Declare sincerely that this thesis originally belongs to my own work and not belongs to other researchers for different degrees. Furthermore, this thesis is not a work published before except for some parts with their original references. When it is otherwise found that the thesis is plagiarism, I am here ready to cease academically

Magelang, 19 January 2025

18 Rajab 1446

Author



Zulfie Jiwananda Putra

UNIDA
GONTOR
UNIVERSITAS DARUSSALAM GONTOR

DECISION OF THE TEAM

The committee of the thesis examination in partial fulfillment of the requirements for the degree of Licentiate in Islamic Economic Law Department in The Faculty of Sharia, University of Darussalam Gontor, Indonesia, declared that the thesis written by:

Name : Zulfie Jiwananda Putra

Register Number : 412020326160

Title : IMPLEMENTATION OF COOPERATION
AGREEMENTS AT PT. ANUGRAH MAS UTAMA
BEKASI CITY ON CONSTRUCTION SERVICES
ACTIVITIES IN THE PERSPECTIVE OF FIQH
MUSYARAKAH

Had been examined on the board of examiners has decided to grant her passed in the thesis examination. Hence, she is eligible to be awarded the degree of Licentiate in English Language Education Department in the Faculty of Sharia.

Wassalamu'alaikum Wr. Wb

Ponorogo, 17 Ramadhan 1446

17 Maret 2025

Supervisor,



Devid Frastiawan Amir Sup, S.H.I, M.E

1. First Examiner: Zulfatus Sa'diah S.H.I., M.E (



2. Second Examiner: Bahrul Ulum S.E.I., M.H. (



UNIDA
GONTOR
UNIVERSITAS DARUSSALAM GONTOR

CERTIFICATION

Bismillahirrahmanirrahim

Assalamu'alaikum Warahmatullahi Wabarakatuhu,

The Faculty of Sharia has received the thesis, which has been written by:

Name : Zulfie Jiwananda Putra

Registration Number : 41.2020.326160

Title : **IMPLEMENTATION OF COOPERATION
AGREEMENT AT PT. ANUGRAH MAS UTAMA
KOTA BEKASI TOWARDS CONSTRUCTION
SERVICE ACTIVITIES IN THE PERSPECTIVE OF
FIQIH MUSYARAKAH**

To fulfill the requirement for the degree of licentiate (S1) in the Faculty of Sharia
Departement of Islamic Economics Law year 1445/2024

Siman, 28, April, 2025

Dean of Faculty of Sharia


Assoc. Prof. Dr. Imam Kamaluddin, Lc., M.Hum

UNIDA
GONTOR
UNIVERSITAS DARUSSALAM GONTOR

ACKNOWLEDGEMENTS

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

Assalamu'alaikum Warahamtullahi Wabarakatuh

Praise be to Allah SWT who has given the blessings of Faith and Islam as well as the blessings of health and safety so that this thesis can be completed on time. Shalawat and greetings may always be poured out on our lord, Prophet Muhammad SAW, on his family, friends and loyal followers until the end of time. The writing of this thesis was made possible thanks to the help and motivation of all parties. Therefore, through this opportunity the researcher would like to express his highest thanks and appreciation to:

1. To the President of Pondok Modern Darussalam Gontor, K.H Hasan Abdullah Sahal, Prof. Dr. K.H. Amal Fathullah Zarkasyi, M.A., and Drs. K.H. M. Akrim Mariyat, Dipl.A.Ed.
2. The Honourable Rectors and Vice Rectors of Universitas Darussalam Gontor, Prof. Dr. Hamid Fahmy Zarkasyi, M.A.Ed, M.Phil, Assoc. Prof. Dr. Abdul Hafidz Zaid, M.A., Assoc. Prof. Dr. Setiawan Bin Lahuri, M.A., Assoc. Prof. Dr. Khoirul Umam, M.Ec., and Royyan Ramdhani Djasusman, M.A., Ph.D.
3. Assoc. Prof. Dr. Imam Kamaluddin Lc., M.Hum., as Dean of the Sharia Faculty, University Of Darussalam, Ahmad Muqorobin, S.H.I., M.A., PhD as Vive Dean I of the Sharia Faculty, Andini Rachmawati, S.H.I., M.C.L As Vice Dean II of the Sharia Faculty, Assoc. Prof. Dr. Mohammad

Ghozali, MA as Vice Dean III of the Faculty of Sharia, Darussalam Gontor University who has given approval to the researcher to write a thesis.

4. Muhammad Abdul Aziz SHI, M.Si as Head of Islamic Economic Law Department.
5. Devid Frastiawan Amir Sup, S.H.I., M.E, M.H., As my thesis Supervisor, who has guided me wholeheartedly, so that the Researcher can complete this thesis.
6. Rasito and Kuntarti as my parents, family, younger siblings, Bagas Insan Pradana as my bother, Desy Abidatus Sholihah and Nisrina Astriarti Rosita as my sister who have reminded and strengthened my determination and prayers have always prayed for me in facing and doing all kinds of things so that I can be given convenience and ease.

Finally, I apologize if there are any shortcomings in writing the thesis This. Researchers really hope for constructive criticism and suggestions for future improvements. Hopefully this thesis can be useful for all parties, especially researchers themselves. That's all and thank you.

Wassalamu'alaikum Warahamtullahi Wabarakatuh.

Ponorogo, 12 February 2025

Researcher

Zulfie Jiwananda Putra