
**IMPLEMENTATION OF GOODS AND SERVICES PROCUREMENT AGREEMENT BETWEEN CV.
SABICHO WITH SMP NEGERI 2 TASIKMADU KARANGANYAR: ANALYSIS BASED ON PRESIDENTIAL
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ABSTRACT

Procurement activities for government goods or services are included in civil legal relations because the organizer and the provider of goods or services actually sign a contract to meet the needs of the user of the goods or services. Procurement of goods or services is carried out through stages of the procurement process, where finally the selected provider of goods or services will sign an agreement/contract with the user of the procurement of goods or services. The agreement/contract contains an agreement between the official who is the first party procuring goods or services and the provider of goods or services who is the second party. The purpose of this research is to determine the implementation of the agreement and also the legal consequences if there is a default in the agreement for the procurement of goods and services. In this research, the method used is the juridical-normative (doctrinal) method which the author uses to analyze and describe agreements for the procurement of goods or services. The research results show that the implementation of the agreement to purchase goods or services signed by both parties is a standard agreement and the legal consequences arising from the agreement are in accordance with presidential regulation no. 12 of 2021 Amendment to Presidential Regulation no. 16 of 2018 regarding the procurement of government goods or services and also the Civil Code.

Keywords: agreement, procurement of goods and services, legal consequences

INTRODUCTION

Development is an effective way to realize prosperity, both human development and physical development. In its implementation, physical development in the form of procurement of facilities and infrastructure must of course be balanced with the role of procuring good goods or services, but government goods or services procurement activities are not intended to produce goods or services in the sense of seeking profit or are profit oriented, but rather provide services to the community or public service.¹

Procurement of goods and services is funded from the State Revenue and Expenditure Budget and/or the Regional Revenue and Expenditure Budget which is now known as APBN and APBD, in the form of capital expenditure (investment) or direct expenditure, the implementation of which is carried out through the procurement of goods or services. Regulations regarding the procurement of services and goods are in Presidential Decree No.12/2021 concerning Amendments to Presidential Decree No.16/2018 concerning Procurement of Government services or goods.

One of the procurement of goods or services that will be discussed is between CV. Sabicho is one of the providers who collaborates with SMP Negeri 2 Tasikmadu Karanganyar in procuring furniture in the form of student wooden tables, student wooden chairs and also teacher chairs. The presence of providing goods or services begins when there is direct buying and selling.

¹ Suparman, Eman, Aspek Hukum Perdata dalam Pelaksanaan Pengadaan Barang ataupun jasa Pemerintahan Pada Rancangan Undang-Undang tentang pengadaan Barang ataupun jasa, LKPP RI, 2014.

PAn agreement for the procurement of goods or services includes a unilateral statement, namely a statement from a party who feels more interested in the legal action that will result from the existence of the agreement which is based solely on the will of the business actor. Based on the explanation above, contract law is a definite manifestation of law. Therefore, in the field, all agreements are made in writing with the aim of obtaining strong legal values, the result of which is that a law can definitely be achieved.²

Based on the background above, the formulation of this research problem is How is the procurement of goods and services carried out between CV Sabicho and SMP Negeri 2 Tasimadu Karanganyar? And What are the legal consequences arising from agreements for the procurement of goods and services?

RESEARCH METHODS

The method used in this research is a juridical-normative (doctrinal) approach, because in the author's writing he actually explores the laws that were formed as a basis for behavior or norms that exist in the social environment. The type of research used by the author in this research is descriptive research. The type and source of data the author used in carrying out this research was Library Research. The primary material is the Civil Code, Presidential Decree No.21 / 2021 in conjunction with Presidential Decree No. 16 / 2018 of 2018 concerning Procurement of Goods and Services. For this research, the secondary legal materials are sourced from journals and books related to agreements. Research results, or views of related legal experts. Tertiary Legal Materials with the aim of obtaining clarity and direction on the two legal materials above, in the form of legal dictionaries, as well as other library materials.

RESULTS AND DISCUSSION

Implementation of goods and services procurement agreements between CV. Sabicho with SMP Negeri 2 Tasikmadu Karanganyar

The form of goods procurement agreement between the contract signing official and the provider is based on Letter of Agreement Number: 027/066.1/2020 in Karanganyar between Hj. Sri Handayani, S.Pd., MM as PPK/Contract signing official as well as Florentinus Dicky Priharyanto as Director of CV. Sabicho as the provider of goods, is a written agreement. One of the written agreements is a standard agreement and the goods procurement agreement is a standard agreement. Standard agreements are formed based on the wishes of one party, often standard intentions result in losses for the recipient of the standard. In the procurement of goods/services, namely the provider.

In from 1 paragraph (1) of Presidential Decree No. 12/2021, Procurement of Government Goods or Services is the activity of Procurement of Goods or Services by Ministries/Institutions/Regional Apparatus funded by the APBN/APBD, the process from identification of needs to handover of work results. Procurement of goods and services is used to carry out activities to achieve goals, strategies and policy directions in quality and productivity improvement programs. SMP Negeri 2 Tasikmadu Karanganyar carried out furniture procurement activities in 2020, which at that time used the basis of Presidential Decree No.16/2018, this research the author will analyze the implementation of goods procurement agreements in the latest regulations, namely Presidential Decree No.12/2021 concerning Procurement Government goods or services.

The process that must be taken at the stage of procuring services or goods is implementation through suppliers of services or goods, or you could say that procurement through self-management is

² Bandem, I. W., Wisadnya, W., & Mordan, T. (2020). Akibat Hukum Perbuatan Wanprestasi dalam Perjanjian Hutang-Piutang. *Jurnal Ilmiah Raad Kertha*, 3(1). Hlm 48-68.

not yet in essence. There are three processes in providing services or goods, including:³

The process of readiness to provide services or goods

This process is carried out when the activity of selecting a supplier of services or goods has not been carried out. This readiness process contains many activities, including:

The General Procurement Plan (RUP) was also announced.

It is reviewed periodically and the RUP is also established.

It was drafted, then discussed, and plans for implementing the procurement were also determined.

Compilation of procurement data

The process of selecting suppliers of services or goods.

The process of selecting suppliers of services or goods makes the Working Group or PP responsible.

In this process, the selection of suppliers of services or goods is determined using the correct procedures depending on the type of procurement according to the needs of services or goods or construction, or consultants.

The signing process also carries out the implementation of the agreement

In this process, the type of contract or agreement is explained in writing and the type of contract is selected, then drafting the contract, preparing for implementation of the contract, implementing the contract, handing over the completion of the work.

Looking at the conclusions of the researcher's observations regarding the agreement to provide services and goods between SMP Negeri 2 Tasikmadu Karanganyar and CV. Sabicho when reviewing the Criminal CodeThe result data is that the agreement fulfills the requirements of Article 1313 of the Civil Code. Agreement between SMP Negeri 2 Tasikmadu Karanganyar and CV. Sabicho provides services and goods based on Article 1320 of the Civil Code, the requirements for a valid agreement include:⁴

The agreement is mutually binding

Apart from the necessity of an agreement, there is an agreement as a condition of the agreement based on Article 1320 of the Civil Code, but the reason for the agreement to be in line with legal norms is that the agreement is shown in the form of a work contract document for the procurement of furniture with a work order (SPK) Number: 027/066.1/2020

The ability to create an engagement

Every person who is an adult or mature and is of sound mind, is legally competent, in article 1330 of the Civil Code is referred to as a person who is not competent to make an agreement:

Immature people

Those who are placed under guardianship

In cases stipulated by law, women are prohibited from making certain agreements

People who are not of sound mind

The skills of the subjects in the agreement to provide services or goods between SMP Negeri 2 Tasikmadu Karanganyar and CV. Sabicho namely:

Hj. Sri Handayani S.Pd., MM acted as the official commitment maker for SMP Negeri 2 Tasikmadu Karanganyar. The position of the representative from SMP Negeri 2 Tasikmadu Karanganyar is as principal.

Florentius Dicky Priharyanto as a representative acting for and on behalf of CV. sabicho, hereinafter referred to as "Provider". In accordance with CV.Sabicho deed number 31 of 28 August 2010 before Afifah, SH Notary in Sukoharjo. Florentius Dicky Priharyanto acts as Director. Based on article 98 paragraph (1) of Law number 40 of 2007 concerning Limited Liability Companies, the Board of Directors has the authority to represent the Company both inside and outside the court.

It is concluded that the two parties in entering into an agreement for the procurement of goods or services with Number: 027/066.1/2020 are competent parties.

³Albab Muhammad Ulil. "Analisis Pelaksanaan Pengadaan Barang ataupun jasa Pemerintahan (Studi Pada Unit Layanan Pengadaan Daerah Kementerian Keuangan Provinsi Daerah Istimewa Yogyakarta)". Journal UGM, hlm 7-8

⁴Gumanti, Loc. Cit.

A certain thing

The object of the furniture agreement is to complete all work within the deadline specified in the agreement letter. The furniture procurement agreement between CV Sabicho and SMP Negeri 2 Tasikmadu Karanganyar agreed on payment for a total cost of IDR 38,914,000 (thirty-eight million nine hundred and fourteen thousand rupiah) including profits, taxes and shipping costs. Payment is made by cash.

A thing that is allowed

A halal matter or cause is an action that does not contradict the provisions of laws and regulations. Also, the object of discussing a letter of agreement must be that there is a right to certainty and may also be carried out in accordance with legal norms, the aim of which is that the letter of agreement has a strong legal basis. According to the law, a halal cause is if it is not prohibited by law, decency and public order, this provision is stated in Article 1337 of the Civil Code.⁵

You can see the discussion sePreviously, conclusions could be drawn from the user of the goods or services, namely SMP Negeri 2 Tasikmadu Karanganyar, represented by Hj. Sri Handayani, S.Pd., MM as the Commitment Making Officer (PPK) is the position of claimant of rights based on what has been done or has been in the form of obligations of the provider, namely CV.Sabicho itself. Meanwhile, the provider or CV. Sabicho is in a position to have the obligation to carry out the availability of goods at SMP Negeri 2 Tasikmadu Karanganyar related to the purchase of furniture. This information is in line with Article 1320 paragraph (1) of the Civil Code regarding the requirements for a letter of agreement between each interested party.

Whether the agreement is valid or not can be seen from Presidential Decree number 12 of 2021. Starting from the method of selecting goods providers, namely the direct procurement method. Direct Procurement is carried out for Goods worth a maximum of IDR 200,000,000.00 (two hundred million rupiah). Based on several regulations and laws mentioned above, it can be concluded that the furniture procurement agreement between CV. Sabicho and SMP Negeri 2 Tasikmadu Karanganyar has fulfilled the various stages and requirements set out in Presidential Decree No. government services and fulfill the requirements for making agreements in the Civil Code.

Legal consequences arising from agreements for the procurement of goods and services

Legal aspects of procurement of goods as wellA service must be understood, because understanding the legal aspects will guarantee the fulfillment of basic principles in accordance with the applicable legal framework. Fields of law relating to the procurement of goods and services which directly and indirectly regulate the purchase of goods or services, namely:⁶Firstly, State Administrative Law/State Administrative Law, discusses the legal relationship between providers of goods or services as well as users of goods or services, starting from the preparation process to the issuance of identification letters for suppliers of goods or services.⁷

Second, Civil Law, discusses the legal relationship between providers of goods or services as well as users of goods or services from the signing of the contract until the end of the contract to purchase goods or services.⁸Third, Criminal Law, regulates legal relations between providers and users from the procurement preparation stage to the completion of the contract in the event of irregularities.

Someone who has committed himself then has the obligation to fulfill achievements. The legal consequences arising from the agreement are the fulfillment of the achievements agreed upon by both parties. The rights and obligations of the supplier of goods include: getting paid for work based on the

⁵ Sitinjak, Imman Yusuf, et al. "Implementasi Surat Perjanjian Menurut Hukum Perdata dan Kebiasaan Masyarakat Adat Setempat" Community Development Journal: Jurnal Pengabdian Masyarakat 2.2 (2021). hlm 242-246.

⁶ Siregar, Siti Masniari, Mhd Ansori Lubis, and Maurice Rogers. "Peran Biro Pengadaan Barang ataupun jasa Sekretariat Daerah Provinsi Sumatera Utara Dalam Mewujudkan Good Governance Di Pemerintahan Provinsi Sumatera Utara." Jurnal Prointegrita. (2022). hlm 165.

⁷ Ibid.

⁸ Siregar, Siti Masniari, Mhd Ansori Lubis, and Maurice Rogers., Loc.Cit.

costs agreed upon in the agreement, the provider of goods has full responsibility for the personnel and their work, reporting work movements at the place recorded in daily data for the source of daily work reporting which contains daily planning and realization, the provider has the right to advance the demand by writing to the official who made the commitment to hand over the work, must complete it according to the agreed schedule, must pay all duties, taxes, etc. according to the SPK, must provide insurance, must cover, protect and exempt unlimited PPK and agencies for all prosecutions, obligations, responsibilities, damages, losses, lawsuits, as well as fines, legal examinations, financing to the PPK and its agencies (unless the loss underlying the claim is due to errors or gross negligence of the PPK), it is mandatory to pay financial sanctions due to non-fulfillment of performance or others, the provider is obliged to submit a guarantee certificate of 5% of the SPK price, the provider is obliged to repair or replace the goods within the time period specified in the notification of quality defects by the PPK.

As for the rights and obligations of the PPK are to have the authority to supervise and check the implementation of the provider's obligations. If necessary, the PPK can order a third party to supervise and inspect everything, has the right to have the initial work handed over after all the finished results based on the SPK are also received by the official receiving the work, the PPK has the right to provide notification of quality defects to the provider immediately after the quality defects are discovered. During the after-sales service period, PPK has the right to blacklist the goods provider if the provider does not repair or replace the goods due to quality defects within the specified time period, PPK is obliged to pay the provider for the work carried out by SPK as much as the SPK costs.

The implementation of an agreement to procure goods or services cannot be separated from legal consequences. Every legal action has consequences, meaning that it can give rise to obligations and rights for each participant importance. as a result A letter of agreement for the provision of services and goods can clearly create ties between each interested party. In the process of carrying out the agreement letter, each interested party is obliged to carry out according to what has been agreed or has become a responsibility in the agreement letter.⁹

Agreements are made with the hope that everything that has been agreed can run normally, but in practice, under certain conditions, the exchange of performance does not always go as it should, resulting in an event called default. Based on article 1234 of the Civil Code, the meaning of performance is when a person delivers something, carries out something, or does not carry out something, the opposite is counted as a broken promise when:¹⁰

Avoiding obligations that he is capable of performing

Carrying out obligations, but not in accordance with what has been agreed

Carrying out obligations but exceeding the deadline

Carrying out actions prohibited in the agreement letter

In civil law, states are reluctant to get involved in people's problems if the parties concerned feel that their rights are being ignored and are reluctant to file prosecution or sue the court. In cases like this, each party who is interested in finding a solution is welcome to find a solution individually. Each party is welcome to discuss it and then find a solution with a sense of family. If you feel that you cannot find a solution, you can ask for help from the state to protect the rights of every person whose rights are ignored. This authority rests with the district court to resolve problems, both civil and criminal, to be tried fairly based on statutory regulations and the values of justice.¹¹

The provisions in the Civil Code regarding prohibitions in agreements for the procurement of goods or services are not explained in detail in the Civil Code, so the parties will refer to the contents of the

⁹ Linggar, Cv Dinasty, and Lingga Aprilaili. "Tinjauan Yuridis Perjanjian Pengadaan Barang juga jasa Antara Pdam Kabupaten Lombok Timur Dengan." *Jurnal ilmiah UNRAM.*(2023). hlm 11-12

¹⁰ Harlina, Yuni, and Hellen Lastfitriani. "Kajian Hukum Islam Tentang Wanprestasi (Ingkar Janji) Pada Konsumen Yang Tidak Menerima Sertifikat Kepemilikan Pembelian Rumah" *Hukum Islam 17.1* (2017). hlm 4

¹¹ Alzamzami, Jefri, and Leli Joko Suryono. "Pelaksanaan Perjanjian Sewa Menyewa Rumah Susun dan Akibat Hukumnya dalam hal Terjadi Wanprestasi." *Media of Law and Sharia 2.3* (2021). hlm 238-253.

agreement, because in contract law the principle of *lex specialis derogat legi generalis* is adhered to, which is that this principle prioritizes special regulations over general rules. in force, so that general rules no longer have binding force if there are more specific rules used for concrete events.¹²In this case, the special regulation used is the goods procurement agreement that they agreed to.

Based on the explanation of default according to Presidential Decree No.12 / 2021 concerning the procurement of government goods or services in terms of providers not carrying out the contract, not completing the work, or not carrying out obligations during the maintenance period. Legal consequences that arise when an agreement to procure goods or services occur if the provider defaults in the settlement process and are subject to administrative sanctions in the form of disqualification, disbursement of guarantees, blacklist sanctions, compensation sanctions and/or fines.

Default in the Civil Code if the legal subject does not carry out what he is actually capable of, carries out according to the promise, but contrary to the promise, the promise is carried out but after the deadline. The resulting legal consequences are required to pay compensation. If the agreement can be canceled through a judge. In an agreement resulting from a transfer to the debtor when there is a breach of promise, the debtor is obliged to fulfill the bond if it can be implemented, or to cancel it and pay the loss, the debtor is obliged to pay the judicial budget.

Based on the contents of the agreement, which includes default on doing something that according to the contract is not permitted to be done, the provider is obliged to pay financial sanctions in the form of deductions from installments of the provider's rights fees without reducing the provider's contractual responsibilities. So, the contents of the agreement according to Presidential Decree No.12 / 2021 concerning procurement of government goods or services and the Civil Code are in accordance and do not conflict.

CONCLUSION AND SUGGESTION

Based on the discussion of the research above, the author can conclude that the implementation of the furniture procurement agreement between CV. Sabicho and SMP Negeri 2 Tasikmadu Karanganyar using the direct procurement method is in accordance with Article 38 of Presidential Decree No.12 / 2021 concerning the procurement of government goods or services. As for the contents of the agreement, it is in the form of an agreement and the stages or implementation that have been determined by each person concerned in accordance with the contract and the applicable norms in Article 52 of Presidential Regulation No. 16 of 2018. In this agreement, CV. Sabicho as the service provider is obliged to complete the procurement of furniture goods. in accordance with the agreed furniture specifications or plans.

A person who has bound himself into an agreement has an obligation to fulfill performance, in the form of carrying out the rights and obligations of each party. Legal consequences arise because the agreement for the procurement of furniture goods between CV. Sabicho and SMP Negeri 2 Tasikmadu Karanganyar relates to 3 legal aspects. In its implementation, there are three areas of law, either directly or indirectly, regulating the implementation of the procurement of goods or services, namely state administrative law, civil law and criminal law. . If an achievement is not fulfilled, it can be said that the provider or CV. Sabicho has defaulted on the provider's obligations as stated in the Work Order, then the provider has the obligation to receive a financial fine. Violations in the form of defaults or prohibitions stipulated in agreements identified in the implementation of the procurement of goods/services based on Presidential Decree No. 12 / 2021 concerning government procurement of goods or services can be subject to sanctions in the form of administrative sanctions in the form of sanctions for being disqualified from elections, sanctions for disbursement of guarantees, blacklist sanctions. , compensation sanctions and/or fines

¹² Imarulathifa, Wahyu Nisa. "Asas *Lex Specialis Derogat Legi Generalis* Dalam Perkara Kepailitan." Fakultas Hukum Universitas Jember.2019. hlm 20-21.

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