

Legal Responsibility of PPK As An Agency In The Procurement of Goods and Services

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Abstract

The person designated as the owner of the job by the Budget User or Power of Budget User and in charge of carrying out the acquisition of goods and services is known as the Commitment Maker Officer. Contract-based procurement operations necessitate a high level of comprehension and/or proficiency, beginning with the stages of purchase planning, purchase execution, control, contract signing, and reporting and submission of work results. As a result, the PPK acts as its representative when forming alliances or agreements with other parties; in the absence of the Office of the Commitment Maker, the instance is unable to do so. The Office of the Commitment Maker determines whether a procurement of goods and services within an agency is successful or unsuccessful. This indicates that the fundamental functions of the Office of Commitment Makers are intimately tied to the utilization of the State budget since their execution calls for a distinct set of skills, accountability, and rigor than those of another administrative officer. State losses from damage or other claim claims will arise from errors in the Office of the Commitment Maker's discharge of its obligations.

Keywords: *Legal Responsibilities, PPK, Agency, Procurement of Goods and Services*

Introduction

Governments are under constant pressure to promote the common welfare in order to maintain national life (Wangi et al., 2023). The government must meet the demands of the populace in a variety of ways, including through the creation of infrastructure, services, and goods. However, in order for the government to do its functions, it also requires such products and services (Daniel et al., 2023).

The entire process of managing and overseeing the government's authority to carry out its

duties through official and informal organizations is known as "good governance" or "clean government" (Wangi et al., 2023).

The government must successfully use the principles of resource management and accountability, along with good and orderly action and regulation, in order to execute the concepts of clean government and good governance (Gugule et al., 2023). It guarantees fair, honest, professional, and accountable social and economic relations between stakeholders and is autonomous (Mesra & Dolonseda, 2023).



All processes of change that are carried out with deliberate and organized effort are referred to as development (B & Mesra, 2023). Development is a naturally occurring process of change, defined as an economic, social, and cultural transformation by the effects of its existence (Tupamahu et al., 2022).

The central government delegated many of the issues that would become the region's own domestic affairs to the regional government in order to organize the autonomy of this area, taking into account the occupation, the size of the territory, the potential of the area, the economic capabilities, and the cultural, social, and political conditions (Afif et al., 2023).

The size of the territory, the defense and security (defense), and other elements that allow the concerned regions to maintain their regional autonomy in order to enhance public services and implement development uniformly across the United States of the Republic of Indonesia's territories (Mahardhika, 2021).

The government spends enormous sums of money buying goods. For this reason, it is said that the government is a nation's largest consumer. In this situation, it is the duty of governments to guarantee that domestic procurement laws can serve as tools and promote economic objectives. One way the State implements maintenance in the budget is through procurement. The procurement system is intended to facilitate governments' more economical, efficient, and efficient use of their budgets. Conversely, efficiency (getting to market prices) can only be reached if the procurement process is carried out transparently, with lots of participants, and before a healthy process of competition (Metasari, 2022).

Financial responsibility is a key component of purchasing goods and services in a

governmental setting. The parties involved in the procurement of government goods and services do not have their limits of responsibility implicitly affirmed by current laws pertaining to state finances (Mesra et al., 2023).

The Office of Commitment Makers, or PPK as it is commonly abbreviated, is one of the parties involved in government procurement of goods and services, and its role is crucial to the successful execution of service provision. PPK's primary responsibility is to carry out contracts with suppliers of goods or services chosen by the Procurement Service Unit (ULP). In addition, there are a few tasks involved in the procurement planning process, such as creating draft contracts, technical specifications, and HPS (Istiqlallia et al., 2020).

The Commitment Maker Office (PPK) is an official designated as the job owner in charge of carrying out the procurement of goods and services by the Budget Users (PA), Budget Users Power, Gubernur Bank of Indonesia Council (BI), Leader of State-owned legal bodies (BHMN), Regional Property Enterprises (BUMD), and State-ownable enterprises. The Officers/Commission A team designated to review and accept the outcomes of the procurement work is known as the Work Recipient (Kristiani, 2020).

Examined from the perspective of accountability, the authorities within the procurement structure of the goods/services, specifically the Office of Commitment Makers (PPK)/PIMPRO, bear the responsibility in practice for deviations from the Administrator's procurement process. When it comes to administrative, logistical, and functional efficiency, the person using the products or services is in charge of the purchases they make (Marlina, 2020).



It has to do with the state's juris-political financial reform strategy for both central and regional governments, which aims to prevent conflicts of interest and inconsistencies. Legislative reforms, institutional development, SDM development, and system development are all part of the nation's financial management reform plan. It is intended that targeted and integrated financial reforms be implemented in order to effectively accomplish good governance.

Research Method

In empirical jurisprudence, a specific legal event that takes place in a society is studied to determine how normative legal provisions are applied. Or, to put it another way, a study carried out on actual or hypothetical social situations with the goal of learning and gathering the information needed to identify the problem and, once that information has been gathered, provide a solution.

Result and Discussion

Among other things, the Officer Maker of Commitment has the following primary responsibilities and powers: a. Development of the procurement of goods and services implementation plan:

The guidelines for creating the preliminary procurement activities, which begin with the PA submitting the General Plan of Procurement of Goods/Services documents to the PPK and ULP/Procurement Officers and continue until the Document for the Purchase of Goods/Services is established, are known as the Procedures for the Implementation of the Procurement of Goods/Services.

1. The steps involved in getting ready to implement the procurement of goods and

services:

- a. Other government organizations putting Swakelola into practice.
 - b. The Swachelola Community Group putting the Swakelola into practice.
2. Getting Ready to Implement the Procurement through Goods/Services Providers:
- a. Arranging the process of choosing suppliers of goods and services
 - b. Selection of System of Procurement of Goods/Services:
 - 1) Development of procedures for choosing suppliers of products and services
 - 2) Developing procedures for submitting bid documents
 - 3) Development of procedures for evaluating tender. The contract type must be established.
 - 4) Techniques for evaluating the credentials of suppliers of goods and services must be established.
 - c. Creating a schedule for choosing suppliers of goods or services;
 - d. Creating documentation for the procurement of goods or services.
 - e. HPS, or self-estimating pricing
 - f. Issue a Certificate of Designation as a Goods/Services Provider; 1. If the participant does not file a complaint, or if the authority authority receives the money within the allotted time, the user of the goods/services is granted a Certificate of Designation of the



Supplier of the Goods/Services (SPPBJ) as the executor of the auctioned work.

- g. The amount that appears to have been received by the authority authority during the residence period or after the residence period appears to be incorrect. Acceptance of the decision is required from the auctioneer who is identified as the provider of the goods/services. In the event that the concerned party resigns and the offer is still in effect, the resignation may only be made for reasons that the recipient of the goods or services finds objectively acceptable, so long as the participant's guarantee of the tender is liquidated and deposited in the State/Regional Cash.
- h. In addition to the guarantees of the relevant bid liquidation and depositing at the Treasury/Region of the vendor of such goods (such services), there is also a sanction of a ban to pursue the procurement activities of the Goods/Services at the government agency for 2 (two) years against the supplier of goods / services designated as the executor of the work resign for an unacceptable reason and the duration of the bid is still valid.
- i. In the event that the winner of the first auction order is named as the returning supplier, the establishment of the supplier may be completed for the candidate of the second order of bidding (if) based on its price, subject to the following conditions: (a) The authority designated to declare the auction winners must first approve the selection of the winner of the second-order auction; (b) the prospective winner's offer must still be valid or have been extended.
- j. In the event that the candidate winner of the second-order auction also steps down, the supplier of goods or services may be chosen in accordance with the bid price to the third-order winner (if any), provided that: (a) the establishment of such a winner must occur before the authority authorized to designate the winner has given its approval; (b) the third winner's offer is still valid or has been extended; and (d) Should the second winner resign for an unacceptable reason, the sanctions listed in paragraph (3) above will be applied. (c) The guarantee of the offering of the winning of the second-order auction is liquidated and deposited at the State/Regional Treasury. The re-auction was then held by the commission/procurement officer, subject to the requirement that the prospective third-order auction winner's bidding guarantee be liquidated and deposited in the State/Regional Treasury.
- k. SPPBJ must be completed and submitted to the auction winners right away, no later than five (five) working days following the announcement of the winner of the auction.
- l. At the very least, one draft from the SPPBJ is sent to the internal supervisory unit (without the agreement or contract being annexed).

3. Executing the contract

The user of the goods or services prepares and signs the contract for the completion of the work when the funds are sufficiently available in the budget document, subject to the following conditions, following the



issuance of the Certificate of Designation of Goods and Services:

1. The contract must be signed within 14 (fourteen) days of the SPPBJ's publication and the supplier of the goods or services providing the guarantee of execution with the following provisions submitted.
2. For small procurement values up to Rs 50,000,000.00 (fifty million rupees) without guarantee of performance;
3. The period of validity of the warranty of performance at least from the date of signature of the contract until 14 (fourteen) days after the date the maintenance period expires under the contract.
4. If the designated supplier of goods/services refuses/resigns for reasons that are unacceptable or fail to sign the contract, then the user of the goods / services cancels the SPPBJ, liquidates the warranty of the offer, and the supplier / service subject to sanctions is prohibited from following the procurement of the Goods / Services of the government agencies for 2 (two) years; 3) the user and the provider of Goods/Services shall not be permitted to change the purchase document unilaterally until the signing of the contract;
5. 4) the consumer and the vendor / service provider shall be obliged to check the concept of a contract covering substance, language / editorial, numbers, and letters as well as forming a paraf on sheet by sheet of contract documents;
6. 5) to establish the hierarchical order of the parts of the contractual documents in the

letter of intent with the case of conflict between the provisions of one part and the other part, then applicable provisions are based on the order established as follows: a) letter per contract; b) I offer the following letter of price;) Specification of the terms of the agreement; (i) Special provisions; (ii) General documents; (iii) Explanation.

7. The number of contracts is made according to the need:
 - a. at least 2 (two) original contracts, the first original contract for the user of the goods/services sold material on the part signed by the supplier of goods / services, and the second original agreement for the vendor of the Goods / Services sold material in the part signated by the consumer of products / services
 - b. the conclusion of other contracts without the delivery of material.
 - c. fulfilment of the contract with the Supplier of Goods/Services; a. Order letter (SP) : 1) PPK publishes SP not later than 14 (fourteen) calendar days from the date of signing of the Contract. 2) SP must have been approved/signed by the Provider in accordance with the requirements in the matter no later than 7 (seven) Calendar days since the day of publication of SP. 3) The date of signature of SP by the Provider is set as the start date of the calculation of the time of delivery.
8. Preparation of the Quality Program:
 - 1) the quality program prepared by the Provider contains at least: a) information on the procurement of goods; b) the



organization of the Providers' work; c) the timetable for the execution of the work; d) the procedure for the implementation of work; e) the procedures for the instruction of the job; and f) the performance of work. 2) the quality programme may be revised according to the conditions of the field.

9. Controls the execution of the contract:

The scope of a PPK is in the area of preparation, contract, contract execution and assignment of work both from the provider and to the PA/KPA. PPK accountable internally and externally at the same time. Internal accountability to PA / KPA. Externally responsible for contracts with the supplier and simultaneously to the legal apparatus.

Conclusion

Legal Obligations of Commitment Maker Offices in the Procurement of Goods and Services as a Social Institution is the process for formulating preliminary procurement activities, beginning with the PA's submission of the General Plan of execution: A PPK's purview includes contract preparation, execution, and assignment of work to PAs and KPAs as well as suppliers. PPK is simultaneously accountable to its external and internal stakeholders. internal reporting to the KPA or PA. Externally accountable for the supplier contract while also working with the legal system.

Acquisition of goods/services to the PPK and ULP/Procurement Officers, and continuing until the creation of the Document of Purchasing of the Goods /Services, is known as the Procedure for the Implementation of the Plan of Procurement of Goods/Services.

As the executor of the work up for auction, the user of the goods or services issued the Certificate of Designation of the Supplier of the Goods or Services (SPPBJ), and the auctioneer designated as the supplier of goods or services is required to accept the decision. Signing the Contract: When the funds are sufficiently available in the budget document, the user of the goods or services drafts and signs the contract of execution of the work after the SPPBJ is published. d. Putting the agreement into action with the Goods/Services Supplier;

Order Letter (SP): PPK publishes SP no later than 14 (fourteen) calendar days after the Contract is signed. The Supplier must approve and sign the SP in accordance with the requirements and submit the material within 7 (seven) calendar days after the SP is issued. The Provider's signing date of the SP serves as the beginning date for calculating the submission deadline.

Creating a quality program that includes details on the procurement of goods, supplier organization, work schedule, work execution process, work instruction procedure, and work executor. e. Control over contract .

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