



**COPY**

**REGENT SUKOHARJO  
PROVINCE OF CENTRAL JAVA  
SUKOHARJO REGENCY REGULATIONS  
NUMBER 13 OF 2020**

**ABOUT**

**PROCEDURES FOR PROCUREMENT OF GOODS/SERVICES IN THE VILLAGE**

**BY THE GRACE OF ALMIGHTY GOD**

**REGENT SUKOHARJO,**

- Considering:**
- a. that to implement the provisions of Article 105 of Government Regulation Number 43 of 2014 concerning Guidelines for the Implementation of Law Number 6 of 2014 concerning Villages and the provisions of Article 52 paragraph (6) Minister of Home Affairs Regulation 20 of 2018 concerning Village Financial Management which regulates that Procurement procedures which constitute the implementation of Village Authority and financing are sourced from the Village Revenue and Expenditure Budget regulated in the Regent/Mayor Regulation;**
  - b. that with the enactment of the Government Goods/Services Procurement Policy Institute Regulation Number 12 of 2019 concerning Guidelines for Preparing Procedures for Procurement of Goods/Services in Villages, there are several changes to the regulations regarding procedures for procuring goods/services in villages, so the Regent's Regulation Sukoharjo Number 34 of 2015 concerning Guidelines for Procurement of Goods/Services in Villages as amended by Sukoharjo Regent Regulation Number 5 of 2016 concerning Amendments to Sukoharjo Regent Regulation Number 34 of 2015 regarding the Guidelines for Procedures for Procurement of Goods/Services in Villages that need to be replaced;**
  - c. that based on considerations as follows referred to in letters a and b, it is necessary to stipulate a Regent's Regulation concerning Procedures for Procurement of Goods/Services in the Village;**

**Bearing in mind: 1. Law Number 13 of 1950 concerning the Establishment of Regency Areas within the Province of Central Java;**

- 2. Law Number 33 of 2004 concerning Financial Balance between the Central Government and Regional Government (State Institution of the Republic of Indonesia of 2004 Number 126, Supplement to the State Gazette of the Republic of Indonesia Number 4438);**

3. **Law Number 12 of 2011 concerning the Formation of Regulatory Legislation (State Gazette of the Republic of Indonesia of 2011 Number 82, Supplement to the State Gazette of the Republic of Indonesia Number 5234) as amended by Law Number 15 of 2019 concerning Amendments to Laws Number 12 of 2011 concerning the Formation of Legislation (State Gazette of the Republic of Indonesia of 2019 Number 183, Supplement to the State Gazette of the Republic of Indonesia Number 6398);**
4. **Law Number 6 of 2014 concerning Villages (State Gazette of the Republic of Indonesia of 2014 Number 7, Supplement to State Gazette of the Republic of Indonesia Number 5495);**
5. **Law Number 23 of 2014 concerning Regional Government (State Gazette of the Republic of Indonesia of 2014 Number 244, Supplement to the State Gazette of the Republic of Indonesia Number 5587) as amended several times, most recently by Law Number 9 of 2015 concerning the Second Amendment to the Law. Law Number 23 of 2014 concerning Regional Government (State Gazette of the Republic of Indonesia of 2015 Number 58, Supplement to State Gazette of the Republic of Indonesia Number 5679);**
6. **Government Regulation Number 43 of 2014 concerning Implementing Regulations of Law Number 6 of 2014 concerning Villages (State Gazette of the Republic of Indonesia of 2014 Number 123, Supplement to State Gazette of the Republic of Indonesia Number 5539) as amended several times, most recently by Government Regulation Number 11 of the Year 2019 concerning the second amendment to Government Regulation Number 43 of 2014 concerning Implementing Regulations of Law Number 6 of 2014 concerning Villages (State Gazette of the Republic of Indonesia of 2019 Number 41, Supplement to the State Gazette of the Republic of Indonesia Number 6321);**
7. **Government Regulation Number 60 of 2014 concerning Village Funds Sourced from the State Revenue and Expenditure Budget (State Gazette of the Republic of Indonesia of 2014 Number 168, Supplement to State Gazette of the Republic of Indonesia Number 5558) as amended several times, most recently by Government Regulation Number 8 of 2016 concerning the Second Amendment to Government Regulation Number 60 of 2014 concerning Village Funds Sourced from the State Revenue and Expenditure Budget (State Gazette of the Republic of Indonesia of 2016 Number 57, Supplement to the State Gazette of the Republic of Indonesia Number 5864);**

8. Government Regulation Number 12 of 2019 concerning Regional Financial Management (State Gazette of the Republic of Indonesia of 2019 Number 42, Supplement to State Gazette of the Republic of Indonesia Number 6322);
9. Presidential Regulation Number 87 of 2014 concerning Implementing Regulations of Law Number 12 of 2011 concerning the Formation of Legislation (State Gazette of the Republic of Indonesia of 2014 Number 199);
10. Presidential Regulation Number 16 of 2018 concerning Procurement of Government Goods/Services (State Gazette of the Republic of Indonesia of 2018 Number 33);
11. Minister of Home Affairs Regulation Number 80 of 2015 concerning the Establishment of Regional Legal Products (State Gazette of the Republic of Indonesia of 2015 Number 2036) as amended by Minister of Home Affairs Regulation Number 120 of 2018 concerning Amendments to Minister of Home Affairs Regulation Number 80 of 2015 concerning the Formation of Regional Legal Products (State Gazette of the Republic of Indonesia 2019 Number 157);
12. Minister of Home Affairs Regulation Number 44 of 2016 concerning Village Authority (State Gazette of the Republic of Indonesia of 2016 Number 1037);
13. Minister of Home Affairs Regulation Number 18 of 2018 concerning Village Community Institutions and Village Traditional Institutions (State Gazette of the Republic of Indonesia of 2018 Number 569);
14. Minister of Home Affairs Regulation Number 20 of 2018 concerning Village Financial Management (State Gazette of the Republic of Indonesia of 2018 Number 611);
15. Government Goods/Services Procurement Policy Institute Regulation Number 12 of 2019 concerning Guidelines for Preparing Procedures for Procurement of Goods/Services in Villages (State Gazette of the Republic of Indonesia of 2019 Number 1455);
16. Sukoharjo Regency Regional Regulation Number 1 of 2010 concerning Principles of Regional Financial Management (Sukoharjo Regency Regional Gazette of 2010 Number 1, Supplement to Sukoharjo Regency Regional Gazette Number 172);
17. Sukoharjo Regent Regulation Number 45 of 2018 concerning Village Authority (Sukoharjo Regency Regional Gazette of 2018 Number 45);
18. Sukoharjo Regent Regulation Number 9 of 2019 concerning Guidelines for Village Financial Management (Sukoharjo Regency Regional Gazette of 2019 Number 9);

DECIDE:

**To stipulate: REGENT'S REGULATION CONCERNING PROCUREMENT PROCEDURES  
GOODS/SERVICES IN THE VILLAGE.**

**CHAPTER I**

**GENERAL REQUIREMENTS**

**article 1**

**In this Regent's Regulation what is meant by:**

- 1. The region is Sukoharjo Regency.**
- 2. The Regent is the Regent of Sukoharjo.**
- 3. Regional Government is the Regent as the organizing element of the Regional Government which leads the implementation of government affairs which are the authority of the autonomous region.**
- 4. A village is a legal community unit that owns territorial boundaries that have the authority to regulate and manage government affairs, the interests of local communities based on community initiatives, rights of origin, and/or traditional rights that are recognized and respected in the government system of the Unitary State of the Republic of Indonesia.**
- 5. Village Government is the administration of government affairs and the interests of local communities in the government system of the Unitary State of the Republic of Indonesia.**
- 6. Village Government is the Village Head assisted by Village officials as an element of Village Government administration.**
- 7. Village Revenue and Expenditure Budget, hereinafter referred to as Village APB, is the annual financial plan of the Village Government.**
- 8. The Village Government Work Plan, hereinafter referred to as the Village RKP, is an elaboration of the Village Medium Term Development Plan for a period of 1 (one) year.**
- 9. Budget Implementation Document, hereinafter abbreviated as DPA, is a document that contains details of each activity, the budget provided, and plans for withdrawing funds for activities to be implemented based on activities that have been determined in the Village APB.**
- 10. Procurement of Goods/Services in the Village, hereinafter referred to as Procurement, is an activity to obtain goods/services by the Village Government, whether carried out through self-management and/or providers of goods/services.**
- 11. Village Development Planning Deliberation, hereinafter referred to as Musrenbangdes, is a deliberation between the Village Consultative Body, Village Government, and elements of society organized by Village Government to determine priorities, programs,**

activities, and Village Development needs funded by the Village Revenue and Expenditure Budget, Village community self-help, and/or Regency Regional Revenue and Expenditure Budget.

12. Village authority is the authority possessed by the Village, including authority based on rights of origin, Village-scale local authorities, authorities assigned by the Government, Provincial Regional Government, or Regency Regional Government as well as other authorities assigned by the Government, Provincial Regional Government, or Regency Regional Government in accordance with the provisions of statutory regulations.
13. The Village Head is a Village Government official who has the authority, duties and obligations to organize the Village household and carry out the duties of the Government and Regional Government.
14. Village Apparatus is a staff element that assists the Village Head in policy preparation and coordination accommodated in the Village Secretariat, and elements supporting the Village Head's duties in implementing policies are accommodated in the form of technical implementers and regional elements.
15. The Head of Affairs, hereinafter referred to as Kaur, is a Village official whose position is a staff element Village secretariat which carries out the duties of Implementing Village Financial Management (PPKD).
16. The Head of Section, hereinafter referred to as Kasi, is a Village official whose position is as implementer technical person who carries out Village Financial Management Implementation (PPKD).
17. The Activity Implementation Team, hereinafter abbreviated as TPK, is a team that assists the Kasi/Kaur in carrying out goods/ service procurement activities which, due to their nature and type, cannot be carried out by the Kasi/Kaur themselves.
18. Village Community Institutions, hereinafter abbreviated to LKD, are a forum for community participation, as partners of the Village Government, participating in planning, implementing and supervising development, as well as improving Village community services.
19. Community is the local village community and/or other surrounding village communities.
20. Goods/Services Provider, hereinafter referred to as Provider, is a business entity or individual who provides goods/services.
21. Direct purchasing is a procurement method that

carried out by purchasing/paying directly to 1 (one) Provider without requesting a quote written by the Kasi/Kaur or TPK.

22. Request for Offer is a Procurement method by purchasing/paying directly with a written request for offers to at least 2 (two) Suppliers carried out by TPK.
23. Auction is a method of selecting Providers for all work that all eligible Providers can participate in.
24. Self-management is a way of obtaining goods/services by carried out by the TPK and/or the local community themselves.
25. Cost Budget Plan, hereinafter abbreviated as RAB, is the estimated cost value that must be provided for the implementation of an activity.
26. Terms of Reference, hereinafter abbreviated as KAK is an activity planning document that contains explanations/ information about what, why, who, when, where, how and how much the estimated cost of an activity.

## **BAB II**

### **PURPOSE AND OBJECTIVES**

#### **Section 2**

The purpose of drafting this Regent's Regulation is as a guideline for the Village Government in implementing Procurement funded by the Village APB.

#### **Article 3**

The purpose of enacting this Regent's Regulation is so that procurement is carried out in accordance with the principles and ethics in procurement.

## **CHAPTER III**

### **PROCUREMENT VALUE**

#### **Part One**

#### **Principle**

#### **Article 4**

Procurement applies the following principles:

- a. **efficient, meaning that procurement must be carried out using minimum funds and resources to achieve quality and targets within the specified time or using predetermined funds to achieve results and targets with maximum quality;**
- b. **effective, meaning Procurement must be in accordance with needs and targets that have been determined and provide maximum benefits;**
- c. **transparent, meaning that all provisions and information regarding Procurement are clear and can be widely known by the public and Providers interested;**
- d. **open, meaning that procurement can be participated in by all providers of goods/services who meet certain requirements/ criteria based on clear provisions and procedures;**
- e. **community empowerment, meaning that procurement must be used as a learning vehicle for the community to be able to manage the development of their village;**
- f. **mutual cooperation, meaning the provision of labor by the community in carrying out development activities in the village;**
- g. **competitive, meaning that Procurement must be carried out through fair competition among as many Providers as possible who are equal and meet the requirements;** h. **fair,**  
**means providing equal treatment to all prospective Providers and does not lead to benefiting certain parties; and**
- i. **accountable, meaning that it must comply with the rules and regulations related to procurement so that it can be accounted for.**

**The second part  
Ethics**

**Article 5**

**The parties involved in the implementation of Procurement must comply with the following ethics:**

- a. **carry out tasks in an orderly manner, accompanied by a sense of responsibility to achieve targets, smoothness and accuracy of Procurement objectives;**
- b. **work professionally, independently, and maintain the confidentiality of information which by its nature must be kept confidential to prevent procurement irregularities;**
- c. **do not influence each other, either directly or indirectly, resulting in unhealthy business competition;**
- d. **accept and be responsible for all decisions determined in accordance with the written agreement of the parties concerned;**

- e. avoid and prevent conflicts of interest of related parties, either directly or indirectly, which result in unfair business competition in procurement;
- f. avoid and prevent waste and leakage of village finances;
- g. avoid and prevent abuse of authority and/or collusion; And
- h. does not accept, does not offer, or does not promise to give or receive gifts, rewards, commissions, rebates, and anything else from or to anyone known or reasonably suspected to be related to the Procurement.

CHAPTER IV

**SCOPE OF PROCUREMENT**

**Article 6**

- (1) Procurement is an implementation of Village Authority whose activities and budget are sourced from the Village APB.
- (2) Village authority as referred to in paragraph (1) is implemented based on invitational regulations.

**Article 7**

- (1) Procurement prioritizes community participation through Swakelola by maximizing the utilization of existing resources in the Village in a mutual cooperation manner by involving community participation with the aim of expanding employment opportunities and empowering local communities.
- (2) In the event that Procurement cannot be carried out in a self-managed manner as intended in paragraph (1), then Procurement can be carried out through a Supplier either in part or in whole.

**Article 8**

Procurement through Providers as referred to in Article 7 paragraph (2) can be used to:

- a. supporting Self-Management; or
- b. activities that cannot be carried out with Self-Management.

**BAB V**

**THE PARTIES**

**Part One**

**Parties in Procurement**

### Article 9

The parties to the procurement consist of:

- a. Village head;
- b. Kasi/Kaur;
- c. TPK;
- d. Public; And
- e. Provider.

The second part  
Village head

### Article 10

The Village Head as intended in Article 9 letter a in Procurement is tasked with:

- a. determine the TPK resulting from the Musrenbangdes;
- b. announce the Procurement Plan in the Village RKP before the Procurement process begins in the current fiscal year; And
- c. resolve disputes between Kasi/Kaur and TPK, in the event of differences of opinion.

Part Three  
Kasi/Kaur

### Article 11

- (1) Kasi/Kaur as intended in Article 9 letter b manages Procurement for activities according to their field of duties.
- (2) Kasi/Kaur as referred to in paragraph (1) in Procurement duties:
  - a. determine Procurement preparation documents;
  - b. submit Procurement preparation documents to TPK;
  - c. carry out procurement according to specified activities Musrenbangdes and stipulated in the Village APB;
  - d. sign proof of Procurement transaction;
  - e. controlling the implementation of Procurement; f. receive Procurement results;
  - g. report Procurement management according to their field of duties to the Village Head; And
  - h. submit the Procurement results for activities according to their field of duties to the Village Head with a handover report.
- (3) Kasi/Kaur is prohibited from entering into an agreement or signing a letter of agreement with the Provider when the estimate is not yet available or the available estimate is insufficient.

- (4) The Head of Finance may not serve as Procurement manager as intended in paragraph (1).
- (5) Kasi and Kaur in carrying out the tasks as intended in paragraph (2) can be assisted by TPK who carry out Procurement activities which, due to their nature and type, cannot be carried out alone.

**Part Four  
TPK**

**Article 12**

- (1) The TPK as intended in Article 9 letter c consists of from elements:
  - a. Village Apparatus;
  - b. LKD; dan
  - c. Public.
- (2) Village apparatus elements as referred to in paragraph (1) letter a are regional implementers.
- (3) The LKD elements as referred to in paragraph (1) letter b come from the elements of Neighborhood Units, Community Associations, Family Welfare Empowerment, Karang Taruna, Integrated Service Posts or Community Empowerment Institutions.
- (4) Community elements as intended in paragraph (1) letter c consists of:
  - a. village community members for village-scale procurement activities; and/or
  - b. community members in the hamlet area implementation of procurement activities.
- (5) The TPK is determined to be 5 (five) people.
- (6) The TPK structure consists of:
  - a. 1 (one) Chairperson comes from elements of the village apparatus;
  - b. 1 (one) Secretary comes from LKD or community elements;  
And
  - c. 3 (three) members come from elements of the village apparatus, LKD and/or community.
- (7) The TPK as intended in paragraph (1) is determined in the Village Head's Decree.
- (8) TPK as intended in Article 9 letter c in Procurement duties:
  - a. implementing Self-Management;
  - b. prepare tender documents;
  - c. announce and conduct Auctions for Procurement through Providers;
  - d. selecting and assigning Providers;
  - e. check and report Procurement results to Kasi/Kaur; And

f. announce the results of Procurement activities at least on the Village notice board and/or *website* Village.

(9) Specifically for construction work carried out In Self-Management, a person in charge of technical work is appointed from a member of the TPK who is capable and understands the technicalities of construction activities/work.

(10) A TPK member is dismissed because:

a. die;

b. own request with justifiable reasons;

c. not carrying out duties and authority; and D. carry out actions that violate the provisions Legislation.

(11) Dismissal of a TPK member due to not carrying out their duties and authority and carrying out actions that violate the provisions of the Legislative Regulations based on the results of an examination by the authorized party.

(12) Replacement of TPK members is determined by Decree Village head.

(13) TPK may be given an honorarium for each activity package at a maximum as follows: a. Procurement worth up to IDR 50,000,000.00 (fifty million rupiah) is determined

amount:

1) Chief Rp250.000,00

2) Secretary Rp225,000,00

3) Members Rp200.000,00

b. Procurement with a value of more than IDR 50,000,000.00 (fifty million rupiah) up to IDR 200,000,000.00 (two hundred million rupiah) is set at: 1) Chairperson IDR 500,000.00

2) Secretary IDR 450,000.00

3) Members Rp400.000,00

c. Procurement with a value above IDR 200,000,000.00 (two hundred million rupiah) is determined at:

1) Chief Rp750.000,00

2) Secretary Rp650.000,00

3) Members Rp550.000,00

(14) Example of a Village Head's Decision regarding the Establishment of a TPK as listed in Appendix I which is an inseparable part of this Regent's Regulation.

**Part Five  
Public  
Article 13**

The community as intended in Article 9 letter d in Procurement participates in:

- a. participate in the implementation of Swakelola activities; And
- b. play an active role in monitoring the implementation of Procurement.

**Part Six  
Provider  
Article 14**

Provider as intended in Article 9 letter e in Procurement must meet the following requirements:

- a. have a place/location of business, except for craftsmen masons, carpenters, and the like;
- b. have human resources, capital, equipment and other facilities required for procurement;
- c. have the ability to provide the required goods/services;
- d. not blacklisted; And
- e. specifically for construction work, able to provide expert personnel and/or equipment needed to carry out the work and have a business license.

**BAB VI  
PROCUREMENT PLANNING  
Article 15**

(1) Procurement planning is carried out at the time of preparation Village RKP.

(2) Procurement Planning in accordance with the Village RKP includes:

- a. type of activity;
- b. location;
- c. volume;
- d. cost;
- e. target;
- f. time for carrying out activities;
- g. executor of budget activities;
- h. the team carrying out the activity; And
- i. details of unit prices for procurement activities will be done.

- (3) The results of the Procurement Planning as referred to in paragraph (1) are stated in the Minutes of the Musrenbangdes results at the time of preparing the Village RKP.
- (4) Procurement Planning becomes a reference in preparing Activity Plans, Village Budgets and Village Activity Work Plans.

#### Article 16

- (1) The results of Procurement planning contained in the Village RKP are announced by the Village Head through information media that is easily accessible to the community, at least on the Village notice board and/or Village *website* .
- (2) Procurement planning announcements contain at least:
  - a. name of activity;
  - b. procurement value;
  - c. type of procurement;
  - d. output (consisting of volume and units);
  - e. TPK number;
  - f. location; And
  - g. execution time.

### BAB VII

#### PROCUREMENT PREPARATION

##### Part One

#### Self-Managed Procurement Preparation

#### Article 17

- (1) Kasi/Kaur prepares Self-Managed Procurement preparation documents based on DPA which consists of:
  - a. activity implementation schedule;
  - b. plans for the use of labor, material and equipment requirements;
  - c. pictures of the work plan (when required);
  - d. technical specifications (when required); and
  - e. RAB Procurement.
- (2) The Procurement RAB as intended in paragraph (1) letter e is prepared by the Kasi/Kaur before the implementation of Swakelola activities.
- (3) Especially for construction work, preparatory documents Procurement through Swakelola takes the form of:
  - a. work plan drawing;

- b. activity implementation schedule;
  - c. technical specifications;
  - d. RAB Procurement and Unit Price Analysis; And
  - e. plan for the use of labor, material and equipment requirements.
- (4) Kasi/Kaur prepares and determines the Procurement RAB which is calculated using data/information including:
- a. market price in the local village; or
  - b. market price in the nearest village to the local village.
- (5) The market price as intended in paragraph (4) prioritizes the market price in the local village.
- (6) If the goods/services required are not available in the local village, the Kasi/Kaur can use the market price in the nearest village to the local village.
- (7) In the event that there is a difference between the Procurement RAB and the RAB in the DPA, as long as it does not exceed the ceiling value of the details of the shopping object, then the procurement can be continued by first revising the RAB in the DPA.
- (8) In the event that there is a difference between the Procurement RAB and the RAB in the DPA which exceeds the ceiling value of the details of the shopping object, then the procurement cannot continue and the Kasi/Kaur reports to the Village Head.
- (9) Kasi/Kaur submits the Procurement preparation documents as intended in paragraph (1) or paragraph (3) to the TPK for Procurement through Swakelola.
- (10) An example of the RAB format as intended in paragraph (1) letter e is as listed in Appendix II which is an inseparable part of this Regent's Regulation.

**The second part**  
**Preparation of Procurement through Providers**  
**Article 18**

- (1) Kasi/Kaur prepares documents for preparation of Procurement through Providers based on DPA which consists of:
- a. time of execution of work;
  - b. pictures of the work plan (when required);
  - c. KAK/technical specifications (when required)/list of quantities and prices (when required);
  - d. Self Estimated Price (HPS); And
  - e. draft agreement.
- (2) The HPS as intended in paragraph (1) letter d is determined by the Kasi/Kaur before implementation

procurement activities through Suppliers with reference to market prices.

- (3) Market prices are obtained by searching for information regarding the price of goods/services in the local Village and/or the nearest Village to the local Village, before the selection of Providers is carried out.
- (4) If the goods/services required are not available in the local village, the Kasi/Kaur can use the market price in the nearest village to the local village.
- (5) The Head of Prices ~~determine~~ <sup>determine</sup> market with attention to the following conditions:
  - a. in the event that there is only 1 (one) Provider, the market price is the price offered by that Provider.
  - b. in the event that there is more than 1 (one) Provider, the market price is:
    - 1) the most commonly found price; or
    - 2) the lowest price if there is no price as referred to in number 1).
- (6) Kasi/Kaur organizes and sets the HPS calculated by:
  - a. using market prices as referred to in sentence (3);
  - b. taking into account Value Added Tax (VAT); and c. take into account transportation costs (if the goods being procured must be transported to a place that requires transportation costs).
- (7) In the event that there is a difference between the HPS and the RAB in the DPA, as long as it does not exceed the ceiling value of the details of the shopping object, the procurement can be continued by first revising the RAB in the DPA.
- (8) In the event that there is a difference between HPS and RAB in the DPA which exceeds the ceiling value of the details of the shopping object, the procurement cannot continue and the Kasi/Kaur reports to the Village Head.
- (9) The draft agreement letter as intended in paragraph (1) letter e is used for transactions that require technical elaboration regarding the scope of activities, rights and obligations of the parties, activity implementation schedule, etc.
- (10) Kasi/Kaur submits the Procurement preparation documents as intended in paragraph (1) to the TPK for Procurement is carried out.
- (11) An example of the KAK format as intended in paragraph (1) letter c is listed in Appendix III which is an inseparable part of this Regent's Regulation.
- (12) An example of the Self Estimated Price (HPS) format as referred to in paragraph (1) letter d is listed in the Attachment



- (6) If discrepancies are found in the evaluation results as intended in paragraph (5), the Kasi/Kaur asks the TPK to carry out improvements to targets and realization of work implementation.
- (7) The results of activities from Procurement through Swakelola are announced at least on the Village notice board and/or Village *website* .
- (8) For construction work other than being announced on the Village notice board and/or Village *website* , the procurement results announcement will be made at the work site.
- (9) Announcement of Procurement activities Swakelola results includes:
- a. name of activity;
  - b. procurement value;
  - c. output (consisting of volume and units);
  - d. nama TPK;
  - e. location; And
  - f. implementation time (start date and date finished).
- (10) An example of the report format as intended in paragraph (3) letter c is as listed in Appendix VI which is an inseparable part of this Regent's Regulation.

**The second part  
Procurement Through Providers  
Article 20**

- (1) Procurement through Providers is carried out by:
- a. Direct Purchase;
  - b. Request a quote; And
  - c. Auction.
- (2) Implementation of Procurement through Providers is carried out:
- a. based on the Procurement preparation documents prepared by the Kasi/Kaur as intended in Article 18 paragraph (1);
  - b. to meet the need for goods/services in order to support the implementation of Self-Management and to meet the need for goods/services directly in the Village; And
  - c. Prioritize Providers from local Villages by considering Procurement principles.

- (3) In the case of Procurement through a Provider by means of an Auction as referred to in paragraph (1) letter c, the TPK shall prepare an Auction document.**
- (4) The Auction Document as intended in paragraph (3) includes, among other things:**
  - a. scope of work in the form of KAK;**
  - b. Quantity and Price List;**
  - c. technical specifications;**
  - d. pictures of the work plan (when required);**
  - e. time of execution of work;**
  - f. administrative requirements;**
  - g. draft agreement letter; And**
  - h. nilai total HPS.**
- (5) Administrative requirements for Providers as follows referred to in paragraph (4) letter f in the form of a business truth statement.**
- (6) Specifically for procurement including motor vehicles, generators, tractors and procurement using the auction method, The administrative requirements are in the form of a business permit and Taxpayer Identification Number (NPWP).**

**Paragraph 1  
Direct Purchase  
Article 21**

- (1) Direct Purchases are carried out for Procurement up to IDR 50,000,000.00 (fifty million rupiah).**
- (2) Direct Purchases are carried out with the following procedures:**
  - a. Kasi/Kaur/TPK buy goods/services from one person Provider;**
  - b. Kasi/Kaur/TPK negotiates (bargains) with the Provider to obtain a cheaper price; And**
  - c. Transactions are stated in the form of proof of purchase in the name/known to Kasi/Kaur as the implementer of budget activities.**
- (3) Procurement using the Direct Purchase method can be carried out to the same Provider within a period of 2 (two) consecutive budget years.**
- (4) After a period of 2 (two) budget years, Kasi/Kaur/TPK makes direct purchases from other providers in the local village or the nearest village to the local village.**

- (5) If there is no other Provider who is able to provide goods/services then Kasi/Kaur/TPK can make Direct Purchases from Providers who same

## Paragraph 2

Request a quote

## Article 22

- (1) Requests for Bids are made for Procurement with a value above Rp. 50,000,000.00 (fifty million rupiah) up to Rp. 200,000,000.00 (two hundred million rupiah).
- (2) Requests for Bids are carried out in the following manner:
- a. TPK requests written offers from a minimum of 2 (two) Providers;
  - b. in the event that in the local village there is only 1 (one) Providers, Requests for Quotes can be made to 1 (one) Provider;
  - c. The written bid request as intended in paragraph (2) letters a and b is accompanied by technical requirements in the form of:
    - 1) CAC;
    - 2) details of goods/ services;
    - 3) volume;
    - 4) technical specifications;
    - 5) picture of the work plan (when required);
    - 6) work execution time; And
    - 7) business truth statement form.
  - d. the provider submits the offer as intended in the request for offer document in Article 20 paragraph (4) and the price is accompanied by a statement of business validity;
  - e. TPK evaluates Provider offers;
  - f. The Provider's offer is declared passed when meet technical and price requirements;
  - g. in the event that more than 1 (one) Supplier passes, then the TPK determines the Supplier with the lowest bid price as the winner to carry out the work;
  - h. in the event that there is more than 1 (one) Provider bidding at the same price, the TPK will negotiate (bargain) with each Provider to obtain a cheaper price;
  - i. in the event that only 1 (one) Provider passes, the TPK negotiates (bargains) with the Provider to obtain a cheaper price;

- j. the results of price negotiations (bargaining) as referred to in letters h and i, are stated in Minutes of Negotiation Results; And
  - k. The transaction is stated in the form of proof of purchase or a letter of agreement between the Kasi/Kaur as the executor of budget activities and the Provider.
- (3) An example of the format of the bid request document as intended in paragraph (2) letter d is as listed in Attachment VII which is an inseparable part of this Regent's Regulation.

**Paragraph 3  
Auction  
Article 23**

- (1) Auctions are held for procurements above IDR 200,000,000.00 (two hundred million rupiah).
- (2) The auction is carried out with the following procedures:
- a. Auction announcement;
  - b. registration and retrieval of Bid Documents;
  - c. submission and opening of Bidding Documents;
  - d. bid evaluation;
  - e. negotiation; And
  - f. determination of winner.
- (3) The Auction announcement mechanism as intended in paragraph (2) letter a is carried out by:
- a. TPK announces the Procurement and asks the Provider to submit a written offer; And
  - b. Announcements are made through information media that is easily accessible to the public, at least on the Village notice board and/or Village *website* .
  - c. The Procurement Announcement as referred to in letter b contains at least:
    - 1) work package name;
    - 2) TPK name;
    - 3) job location; 4) scope of work;
    - 5) nilai total HPS;
    - 6) time period for carrying out the work; And
    - 7) Auction process schedule.
- (4) The mechanism for registering and retrieving Auction Documents as intended in paragraph (2) letter b is carried out by:
- a. Provider registers with TPK to participate in the Auction; and

**b. TPK provides Bidding documents to the Supplier register.**

- (5) Submission of documents and opening of bids as intended in paragraph (2) letter c is carried out by the Supplier by submitting a written bid containing administrative documents as well as technical and price bids to the TPK.**
- (6) Bid evaluation as intended in paragraph (2) letter d is carried out by the TPK by evaluating administrative documents as well as technical and price bids.**
- (7) Negotiations as referred to in paragraph (2) letter e are carried out taking into account the following conditions: a. if there is only 1 (one) Provider who passes, then the TPK carries out negotiations (bargaining) as outlined in the Minutes of Negotiation Results;**
- b. if there is more than 1 (one) Provider who passes the bid at the same price, then the TPK negotiates (bargains) with each Provider at the same time to obtain a cheaper price as stated in the Minutes of Negotiation Results; And**
- c. If the negotiations (bargaining) as referred to in letters a and b do not result in an agreement on the price then the auction is declared failed and a re-auction is held.**
- (8) Determination of the Winner as intended in paragraph (2) letter f is carried out by the TPK to the Provider who has the lowest bid price.**
- (9) Transactions are stated in the form of a letter of agreement between the Kasi/Kaur as executor of budget activities and the Provider.**
- (10) Example of the Auction Document format as referred to in paragraph (4) letter b is as listed in Appendix VIII which is an inseparable part of this Regent's Regulation.**

**Paragraph 4  
Control  
Article 24**

- (1) Kasi/Kaur controls the implementation of the work stated in the proof of transaction.**
- (2) In the event that there is a difference between the target in implementation and the proof of transaction, the Kasi/Kaur orders the Provider to carry out improvements targets and realization of work implementation.**
- (3) If the Provider is not able to achieve the set target then Kasi/Kaur can sanction**

to the Provider as stated in the proof of transaction.

**Paragraph 5  
Announcement**

**Article 25**

- (1) TPK announces the results of Procurement activities through Providers in information media that is easily accessible to the public, at least on the Village notice board and/or Village *website* .**
- (2) Announcement to the public of Procurement results through Providers using the Request for Quote method and Auction includes:**
  - a. name of activity;**
  - b. provider name;**
  - c. procurement value;**
  - d. output (consisting of volume and units);**
  - e. location; And**
  - f. work completion time (start date and date finished).**

**Part Three  
Proof of transaction**

**Article 26**

- (1) Proof of Procurement transaction consists of:**
  - a. proof of purchase; and**
  - b. agreement.**
- (2) Proof of purchase as intended in paragraph (1) letter a can be in the form of a receipt, note, receipt and invoice.**
- (3) Proof of purchase as intended in paragraph (1) letter a is used for Procurement using the Direct Purchase or Request for Quote method.**
- (4) The agreement letter as intended in paragraph (1) letter b is used for transactions that require technical elaboration regarding the scope of activities, rights and obligations of the parties, activity implementation schedule, etc.**

**Part Four  
Changes to the Letter of Agreement**

**Article 27**

- (1) Amendments to the Agreement Letter are made in the event that:**
  - a. force majeure occurs; or**
  - b. there is a difference between the field conditions at the time of implementation and the drawings, RAB and/or technical specifications/TOR.**

- (2) In the event that there is a difference between the field conditions at the time of implementation and the drawings and/or technical specifications/KAK as intended in paragraph (1) letter b, The Kasi/Kaur together with the Provider make changes to the agreement letter which includes changes to:
- a. technical specifications according to field conditions;
  - b. volume; and/or
  - c. implementation schedule.
- (3) In the event that changes to the agreement letter require changes to the budget, the Kasi/Kaur can make changes to the agreement letter after adjustments to the budget document have been made.
- (4) Adjustment of budget documents as intended in paragraph (3) based on the provisions of laws and regulations related to village financial management.
- (5) Changes to the Letter of Agreement as referred to in paragraph (1) are carried out by the Kasi/Kaur with the approval of the Village Head.

#### Chapter IX

#### PAYMENT OF PROCUREMENT PROCEEDS

#### Article 28

Payment of procurement results is given to the provider according to the terms of the agreement.

#### CHAPTER X

#### EXTREME SITUATION

#### Article 29

- (1) Force majeure is a situation that occurs beyond the will of the parties and cannot be predicted in advance, so that the obligations specified in the Agreement Letter cannot be fulfilled.
- (2) Force majeure conditions in the Village Procurement Agreement include:
- a. natural disasters;
  - b. social disaster; and/or
  - c. fire.
- (3) In the event of a force majeure situation, the Goods/Services provider shall notify the TPK of the force majeure situation in writing within a period of no later than 14 (fourteen) calendar days from the occurrence of the force majeure situation, by including an original copy of the force majeure statement issued by the party/agency concerned. authorized in accordance with the provisions of applicable laws and regulations.
- (4) Delays in carrying out work due to force majeure are not subject to sanctions.

- (5) After a force majeure situation occurs, the parties can make another agreement, and this will then be stated in an amendment to the Agreement Letter.

CHAPTER XI  
TERMINATION OF AGREEMENT

Article 30

The Kasi/Kaur can unilaterally terminate the letter Agreement in respect of:

- a. the delay in carrying out the work due to the provider's error has exceeded 50 (fifty) calendar days;
- b. the provider defaults/injures the promise in carrying out his obligations and does not correct his negligence within the time period set in the agreement; and/or
- c. the provider is proven to have committed corruption, collusion, nepotism, fraud and/or forgery in the procurement process decided by the authorized agency.

CHAPTER XII  
FIELD

Article 31

(1) Providers are prohibited from doing acts or actions:

- a. submit false/incorrect documents or information to fulfill the requirements specified in the document;
- b. collusion with other providers to fix bid prices;
- c. Corruption, Collusion and Nepotism in the Procurement process;
- d. resign after being appointed as a provider for reasons that are unacceptable to the Kasi/Kaur/TPK;
- e. influence Kasi/Kaur, TPK or other parties who authorized in any form and manner, either directly or indirectly, to fulfill his wishes which are contrary to the procedural provisions stipulated in the Employment Agreement Document, and/or the provisions of statutory regulations;
- f. resign from the implementation of the Work Agreement for reasons that cannot be accounted for and/or are not acceptable to the Kasi/Kaur; and/or
- g. not completing the work in accordance with the Agreement Letter.

(2) Kasi/Kaur/TPK are prohibited from violating the integrity pact.

BAB XIII

## PENALTY

## Article 32

Goods/Services providers who violate the provisions of Article 31 paragraph (1) will be given sanctions:

- a. administrative, in the form of a written warning/warning;
- b. civil lawsuit;
- c. authorized criminally to the party concerned reporting;
- d. aborted in procurement;
- e. black list;
- f. compensation; and/or g. fine.

## Article 33

- (1) Providers who violate the provisions of Article 31 paragraph (1) letter a subject to sanctions:
  - a. aborted in procurement; b. black list; and/or c. criminal.
- (2) Providers who violate the provisions of Article 31 paragraph (1) letter b subject to sanctions:
  - a. aborted in procurement; and/or
  - b. black list.
- (3) Providers who violate the provisions of Article 31 paragraph (1) letter c subject to sanctions:
  - a. aborted in procurement;
  - b. black list; and/or
  - c. criminal.
- (4) Providers who violate the provisions of Article 31 paragraph (1) letter d subject to blacklisting sanctions.
- (5) Providers who violate the provisions of Article 31 paragraph (1) letter e subject to sanctions:
  - a. black list; and/or
  - b. compensation for losses.
- (6) Providers who violate the provisions of Article 31 paragraph (1) letter f subject to sanctions:
  - a. black list;
  - b. compensation;
  - c. fine; and/or
  - d. civil lawsuit.
- (7) Providers who violate the provisions of Article 31 paragraph (1) letter g subject to sanctions:

- a. termination of the agreement;
- b. black list;
- c. compensation;
- d. fine; and/or
- e. civil lawsuit.

#### Article 34

- (1) Kasi/Kaur/TPK who violates the provisions of Article 31 paragraph (2) sanctioned:
  - a. administrative, in the form of a written warning/warning;
  - b. civil lawsuit; c. criminal;
  - and/or d. dismissed from his position.
- (2) Civil lawsuits and/or criminal sanctions against Kasi/Kaur/TPK as intended in paragraph (1) letters b and c are carried out in accordance with statutory regulations.

#### CHAPTER XIV

### DISPUTE RESOLUTION

#### Article 35

- (1) In the event of a dispute between the parties in the Procurement, the parties first resolve the dispute through deliberation to reach consensus.
- (2) In the case of dispute resolution as referred to in paragraph (1) does not reach consensus, then Dispute resolution is carried out through deliberations led by the Village Head.
- (3) In the event that dispute resolution as intended in paragraph (1) and paragraph (2) is not achieved, dispute resolution can be carried out through the Procurement Contract Dispute Resolution Service or court in accordance with the provisions of statutory regulations.

#### CHAPTER XV

### REPORTING AND HANDOVER

#### Article 36

- (1) TPK reports to Kasi/Kaur regarding:
  - a. progress of Procurement implementation; And
  - b. Procurement implementation that has been completed 100% (one hundred percent).
- (2) The report as intended in paragraph (1) is accompanied by with supporting documents.
- (3) Based on the report as intended in paragraph (1) letter b, the Kasi/Kaur receives the results of the activity Procurement:

- a. through Swakelola from TPK by signing Minutes of Handover (BAST); or
  - b. through the Provider by signing the Minutes Handover (BAST).
- (4) Kasi/Kaur submits the results of Procurement activities according to their field of duties to the Village Head with the handover report.
  - (5) Kasi/Kaur archives documents related to Procurement that have been implemented.
  - (6) Documents related to Procurement as intended in paragraph (4) and paragraph (5) must be stored and can be accessed by parties who have the authority to carry out supervision.
  - (7) An example of the format for the Minutes of Handover (BAST) as referred to in paragraph (3) letter a is as listed in Appendix IX which is an inseparable part of this Regent's Regulation.

**BAB XVI  
CONSTRUCTION AND SUPERVISION**

**Part One  
Construction**

**Article 37**

- (1) Procurement Development is carried out by \_\_\_\_\_ by \_\_\_\_\_ Service Community and Village Empowerment.
- (2) In carrying out Procurement guidance as intended in paragraph (1), the Community and Village Empowerment Service involves the Procurement of Goods and Services Section of the Regional Secretariat.
- (3) If necessary, the Community and Village Empowerment Service can consult with the Government Goods/Services Procurement Policy Institute.

**The second part  
Supervision**

**Article 38**

- (1) Supervision of Procurement management is carried out by Regent.
- (2) The Regent in carrying out supervision as intended in paragraph (1) can be delegated to the Government Internal Supervisory Apparatus in accordance with the provisions of statutory regulations.

**BAB XVII  
ELECTRONIC PROCUREMENT**

**Article 39**

- (1) Procurement can be done electronically.

(2) Procurement as intended in paragraph (1) is carried out if the supporting facilities and infrastructure for electronic procurement are available.

**BAB XVIII  
MISCELLANEOUS PROVISIONS**

**Article 40**

Procurement as regulated in this Regent's Regulation does not include land procurement for Village needs.

**CHAPTER  
XIX CLOSING PROVISIONS**

**Article 41**

When this Regent's Regulation comes into force, Sukoharjo Regent's Regulation Number 34 of 2015 concerning Guidelines for Procedures for Procuring Goods/Services in Villages (Sukoharjo Regency Regional Gazette of 2015 Number 35) as amended by Sukoharjo Regent's Regulation Number 5 of 2016 concerning Amendments to Regulations Regent of Sukoharjo Number 34 of 2015 concerning Guidelines for Procedures for Procuring Goods/Services in Villages (Regional Gazette of Sukoharjo Regency of 2016 Number 5), is revoked and declared invalid.

**Article 42**

This Regent's Regulation comes into force on the date of promulgation.

So that everyone is aware, this Regent's Regulation is ordered to be promulgated by placing it in the Regional Gazette of Sukoharjo Regency.

Set in Sukoharjo  
on March 18, 2020

**REGENT SUKOHARJO,**

ttd

**WARDOYO WIJAYA**

Promulgated in Sukoharjo  
on March 18, 2020

**REGIONAL SECRETARY  
SUKOHARJO DISTRICT,**

ttd

**AGUS SANTOSA**

**REGIONAL NEWS SUKOHARJO DISTRICT  
YEAR 2020 NUMBER 13**

The copy corresponds to the original  
HEAD OF LEGAL SECTION,

ttd

**BUDI SUSETYO, SH, MH**

**NIP Level I Advisor.  
19730705 199203 1 004**

**APPENDIX I  
SUKOHARJO REGENCY REGULATION  
NUMBER 13 OF 2020  
CONCERNING  
PROCEDURES FOR                   PROCUREMENT  
GOODS/SERVICES IN THE VILLAGE.**

**VILLAGE HEAD'S DECISION FORMAT**



**VILLAGE HEAD'S DECISION .....**

**NUMBER:.....**

**ABOUT**

**FORMATION OF ACTIVITY IMPLEMENTATION TEAM (TPK)  
VILLAGE DISTRICT SUBDISTRICT .....**  
**2020 BUDGET YEAR**

**BY THE GRACE OF THE ONLY GOD**

**VILLAGE HEAD.....,**

**Menib                   : a. that in order to implement the provisions of Article .....**  
**The                    Sukoharjo Regent Regulation Number ..... 2020**  
**concerning Procedures for Procurement of Goods/Services in the**  
**Village sourced from the Village Revenue and Expenditure Budget**  
**and to improve the governance of procurement of goods/services**  
**in the Village and to increase the empowerment of village**  
**communities, it is necessary to form**  
**Activity Implementation Team (TPK);**  
**b. that based on the considerations as intended**  
**in letter a, it is necessary to stipulate a Village Head Decree**  
**regarding the Formation of an Activity Implementation Team (TPK).**

**Mixing : 1. ....;**

at

2. ....;
3. Law Number 6 of 2014 concerning Villages (State Gazette of the Republic of Indonesia of 2014 Number 7, Supplement to State Gazette of the Republic of Indonesia Number 5495);
4. Law Number 23 of 2014 concerning Regional Government (State Gazette of the Republic of Indonesia of 2014 Number 244, Supplement to State Gazette of the Republic of Indonesia Number 5587) as amended several times, most recently by Law Number 9  
2015 concerning the Second Amendment to Law Number 23 of 2014 concerning Regional Government (State Gazette of the Republic of Indonesia of 2015 Number 58, Supplement to the State Gazette of the Republic of Indonesia Number 5679);
5. Government Regulation Number 43 of 2014 concerning Implementing Regulations of Law Number 6 of 2014 concerning Villages (State Gazette of the Republic of Indonesia of 2014 Number 123, Supplement to State Gazette of the Republic of Indonesia Number 5539) as amended several times, most recently by Government Regulation Number 11 of 2019 concerning the Second Amendment to Government Regulation Number 43 of 2014 concerning Implementing Regulations of Law Number 6 of 2014 concerning Villages (State Gazette of the Republic of Indonesia of 2019 Number 41, Supplement to the State Gazette of the Republic of Indonesia Number 6321);
6. Government Regulation Number 60 of 2014 concerning Village Funds Sourced from the State Revenue and Expenditure Budget (State Gazette of the Republic of Indonesia Year State Gazette of the Republic of Indonesia Number 5558) was approved and has been amended several times by Government Regulation Number 8 of 2016 concerning Amendments to 60 of 2014 concerning Village Funds Sourced from the State Revenue and Expenditure Budget (State Gazette of the Republic of Indonesia of 2016 Number 57, Supplement to State Gazette of the Republic of Indonesia Number 5864);
7. Presidential Regulation Number 87 of 2014 concerning Implementing Regulations of Law Number 12 of the Year concerning the Formation of Legislation (State Gazette of the Republic of Indonesia of 2014 Number 199);
8. Presidential Regulation Number 16 of 2018 concerning Procurement of Government Goods/Services (State Gazette of the Republic of Indonesia of 2018 Number 33);
9. Minister of Home Affairs Regulation Number 80 of 2015 concerning the Formation of Regional Legal Products (State Gazette Republic of Indonesia of 2015 Number 2036) as amended by Ministerial Regulations in the State  
riNumber of Amendments to Regulation of the Minister of Home Affairs Number 120 of 2018 concerning Amendments to Regulation of the Minister of Home Affairs Number 80 of 2015 concerning the Formation of Regional Legal Products (State Gazette of the Republic of Indonesia

- 2019 Number 157);
10. Minister of Home Affairs Regulation Number 44 of 2016 concerning Village Authority (State Gazette of the Republic of Indonesia of 2016 Number 1037);
  11. Minister of Home Affairs Regulation Number 18 of 2018 concerning Village Community Institutions and Village Traditional Institutions (State Gazette of the Republic of Indonesia of 2018 Number 569);
  12. Minister of Home Affairs Regulation Number 20 of 2018 concerning Village Financial Management (State Gazette of the Republic of Indonesia of 2018 Number 611);
  13. Government Goods/Services Procurement Policy Institute Regulation Number 12 of 2019 concerning Guidelines for Preparing Procedures for Procurement of Goods/Services in Villages (State Gazette of the Republic of Indonesia 2019 Number 1455);
  14. Sukoharjo Regency Regional Regulation Number 1 of 2010 concerning Principles of Regional Financial Management (Sukoharjo Regency Regional Gazette of 2010 Number 1, Supplement to Sukoharjo Regency Regional Gazette Number 172);
  15. Sukoharjo Regent Regulation Number 45 of 2018 concerning Village Authority (Sukoharjo Regency Regional Gazette of 2018 Number 45);
  16. Sukoharjo Regent Regulation Number 9 of 2019 concerning Guidelines for Village Financial Management (Sukoharjo Regency Regional Gazette of 2019 Number 9);
  17. Sukoharjo Regent Regulation Number ..... of 2020 concerning Procedures for Procurement of Goods/Services in Villages;

**DECIDE :**

**To stipulate: VILLAGE HEAD REGULATION CONCERNING THE FORMATION OF  
ACTIVITY IMPLEMENTATION TEAM (TPK) IN THE VILLAGE .....**

**FIRST** : Form an Activity Implementation Team (TPK) for Fiscal Year 2020 with the composition of membership and activity implementers as stated in the Attachment to this Decree.

**SECOND** : The TPK structure consists of:

- a. 1 (one) chairman comes from the Device Element Village;
- b. 1 (one) secretary from the Village Community Institution (LKD) or community; And
- c. 3 (three) members come from the Device element Village, LKD and/or community.

**THIRD** : TPK as the dictum has the **FIRST**  
 following duties:

- a. implementing self-management;
- b. preparing tender documents;
- c. announce and conduct auctions for Procurement through Providers;
- d. selecting and assigning Providers;
- e. check and report Procurement results to Kasi/Kaur; And
- f. announce the results of Procurement activities at least on the Village notice board and/or Village *website* .

**FOURTH** : All costs arising as a result of the enactment of the Decision  
 This is charged to the Village APB..... in 2020

**FIFTH** : This Decision shall take effect on the date specified.

Set in the Village.....

On .....

Village head .....,

.....

**APPENDIX II  
SUKOHARJO REGENCY REGULATION  
NUMBER 13 OF 2020  
CONCERNING  
PROCEDURES FOR                   PROCUREMENT  
GOODS/SERVICES IN THE VILLAGE.**

**FORMAT**

**PROCUREMENT COST BUDGET PLAN (RAB).**

Work Package: .....  
 Location/Village           : .....  
 Work Volume: .....

		HPS Unit	Volume (Rp.)	Quantity (Rp.)	
<b>Description No A. Capital Expenditures</b>					
I.	<b>Team Honor Capital Expenditures</b>				
	.....				
	.....				
	.....				
	<b>Sub total I.)</b>				
II.	<b>Capital Expenditures Wages</b>				
	.....				
	.....				
	.....				
	<b>Sub total II.)</b>				
III.	<b>Material Capital Expenditure</b>				
	.....				
	.....				
	.....				
	<b>Sub total III.)</b>				
IV.	<b>Tool Capital Expenditure</b>				
	.....				
	.....				
	.....				
	<b>Sub total IV.)</b>				
	<b>Total (I+II+III+IV)</b>				

.....,  
.....2020

Approved by:  
Kasi/Kaur ..... (in charge)  
Village .....

Prepared by:  
Village TPK  
.....

( ..... )

( ..... )

REGENT SUKOHARJO,

ttd

WARDOYO WIJAYA

APPENDIX III  
 SUKOHARJO REGENCY REGULATION  
 NUMBER 13 OF 2020  
 CONCERNING  
 PROCEDURES FOR PROCUREMENT OF  
 GOODS/SERVICES IN THE VILLAGE.

FORMAT

WORKING MOLD FRAMEWORK (KAK)  
 PROCUREMENT OF GOODS/SERVICES  
 2020 BUDGET YEAR

Village : .....  
 Subdistrict : .....  
 Regency : Sukoharjo

A. Background

1. Legal basis

- a. Village Regulation.....Number.... 2020 regarding the Village Revenue and Expenditure Budget for the 2020 Fiscal Year
- b. Village DPA .....
- c. ....

2. General Description

The village of ..... is in the sub-district of ..... Sukoharjo Regency with an area of: ..... and a population of .....

In carrying out its authority, this year the Village ..... Will carry out community development and empowerment activities which are divided into several activity packages that require the procurement of goods/services by both the community and/or providers.

B. Procurement Objectives

The aim of procurement of goods/services to be carried out is to obtain goods/services providers who will provide goods/services through established procurement procedures.

C. Implementation

The procurement of goods/services through providers is carried out by the Activity Implementation Team (TPK) which is formed based on the Village Head's Decree and is attended by providers from the local village and the nearest village to the local village.

D. Procurement Description

Description of procurement of goods/  
 services: 1. Activity Package: .....  
 2. Activity Location: .....

3. Details of Goods/Services, Volume and Technical Specifications:

No.	Description Goods/Services	Unit	Volume	Technical specifications
1.				
2.				
<b>Dst</b>				

#### E. Waktu Peraknasi from the procedure

No.	Activity	Location	Date	Time	Description
1.	Recruitment Documents				Documents auction
2.	Registration/Pem document entry offer				Letter Offer and terms
3.	Explanation and Supplier Evaluation				BA Evaluation
4.	Negotiation				Negotiation BA (if any)
5.	Determination Winner and Signing of Agreement				BA Penetapan winner Duty stamp Rp. 6,000,- (2 pieces prepared by the winning provider).

#### F. Provider Requirements

1. Individual or business entity as proven by a business license.
2. Statement of business authorization
3. Have a NPWP
4. Especially for construction work, we are able to provide expert personnel and/or necessary equipment
5. Others (if any)

**G. Explanation to Providers**

1. Explanations to suppliers are carried out at the village/village hall and/or with visits (if visited).
2. Explanations to suppliers include:
  - a. Technical explanation and quality of materials;
  - b. Implementation schedule;
  - c. The evaluation system that will be used to determine the winner.
3. Evaluation and Determination of Providers
  - a. Evaluation is carried out on a minimum of 2 (two) providers enter.
  - b. Evaluation criteria for providers include:
    - Administrative requirements
    - Competitive offer prices •
    - Technical/Quality Specifications, size or capacity of goods offered
    - Realistic time schedule
    - Others (if needed)
4. Negotiations are carried out with providers who are declared to have passed the evaluation. Negotiation is required when:
  - a. There is only 1 (one) provider who passes, so the TPK conducts negotiations (bargaining)
  - b. There is more than 1 (one) provider who passes the bid at the same price, then the TPK carries out negotiations (bargaining)
5. The TPK determines the winning provider to the provider who has the lowest bid or negotiated price.
6. Payment will be made in accordance with the terms of the agreement
7. Regional regulations relating to taxes, retributions/levies and others are the responsibility of the provider.
8. Others (if any)

**H. Work Implementation Schedule Plan *Attached*.**

....., .....2020

**Know**  
**Kasi/Kaur .....(in charge).**

.....

**Prepared by**  
**Activity Implementation Team (TPK)**

<b>No</b>	<b>Signature</b>
1. ....	_____
2. ....	_____
3. ....	_____
4. ....	_____
5. ....	_____

**WORK IMPLEMENTATION SCHEDULE PLAN**

**WORK :** .....

**SUBDISTRICT :** .....

**VILLAGE :** .....

No	Job Description (work items as in targets)	% Weight	Week 1 2 3									
			4	5	6	7	8					
1	Cleaning work											
2	Soil excavation											
3	dst .....											
4												
5												
	The total weight of the plan											

....., ...  
**Village TPK .....**

.....





APPENDIX IX  
 SUKOHARJO REGENCY REGULATION  
 NUMBER 13 OF 2020  
 CONCERNING  
 PROCEDURES FOR PROCUREMENT OF GOODS/  
 SERVICES IN THE VILLAGE.

FORMAT OF HANDOVER RECEIPT (BAST)

NEWS OF HANDOVER RECEIPT (BAST) 100%

PROCUREMENT OF GOODS/SERVICES WITH SELF MANAGEMENT

Work Package: .....

Location : .....

Today..... Date ..... Month ..... Year Two Thousand

Twenty, the handover of procurement of goods/services has been carried out with self-management whose procurement is declared to have been 100% complete, from the TPK to the Kasi/Kaur ..... (in charge) as follows:

NO	DESCRIPTION OF GOODS/SERVICE	VOLUME		(%)	INFORMATION
		TARGET	REALIZATION		

The results of the work are in good condition and complete.

....., ..... 2020

Receiving Kasi/  
 Kaur ..... (in charge)

Who Submits the Head  
 of the Village TPK .....

( ..... )

( ..... )

NEWS OF HANDOVER RECEIPT (BAST) 100%

**PROCUREMENT OF GOODS/SERVICES THROUGH PROVIDERS**

**Work Package:** .....

**Location** : .....

**Provider** : .....

**Today** ..... **Date month** ..... **Year Two**

Thousand Twenty, the handover of procurement of goods/services has been carried out through providers whose procurement is stated to have been 100% complete, from TPK to Kasi/Kaur ..... (in charge) as follows:

NO	DESCRIPTION OF GOODS/SERVICE	VOLUME		(%)	INFORMATION
		TARGET	REALIZATION		

The results of the work are in good condition and complete.

....., ..... 2020

Receiving Kasi/  
Kaur ..... (in charge)

Who Submits the  
Head of the Village TPK .....

( ..... )

( ..... )

Work Packages : .....

Location : .....

Execution time : .....

Period : .....

Goods/Services No	Target Volume (sat)	Procurement Progress			Difference in Information
		Which Then	of the clock i	Sd. of the clock i	

Approved by:  
 Kasi/Kaur ..... (in charge)  
 Village .....

Prepared by  
 Village TPK .....

*Note: attached with BA for Receipt & Inspection of Goods/Services*

**ACTIVITY IMPLEMENTATION TEAM (TPK)**

VILLAGE ..... SUBDISTRICT .....

**MINUTES OF RECEIPT AND INSPECTION OF GOODS/SERVICES**

Today ..... Date month Year

Two Thousand and Twenty, Village TPK ..... Subdistrict ..... has receive and carry out inspections of goods/services as following:

NO	TYPE OF GOODS/SERVICE	VOLUME	UNIT	DESCRIPTION

The goods/services are in accordance with the order and are in good condition.

....., ..... 2020

Know

Activity Implementation Team (TPK)

Store/Provider .....

No

Signature

1. ....

\_\_\_\_\_

2. ....

\_\_\_\_\_

3. ....

\_\_\_\_\_

4. ....

\_\_\_\_\_

5. ....

\_\_\_\_\_

REGENT SUKOHARJO,

ttd

WARDOYO WIJAYA

LAMPIRAN V

SUKOHARJO REGENCY REGULATIONS  
NUMBER 13 OF 2020 CONCERNING  
PROCEDURES  
FOR PROCUREMENT OF GOODS/SERVICES IN THE  
VILLAGE.

FORMAT OF DRAFT AGREEMENT LETTER

AGREEMENT

Number : .....

Today ..... Date ..... The month of ..... Two Thousand and Twenty will be held  
by us, the undersigned: .....,

I. No : .....  
.....

Department : Head of the Village Implementation Team (TPK) .....  
District .....Sukoharjo Regency

Address : .....  
.....

Based on the Decree of the Village Head Number ..... of 2020 dated....., hereinafter  
referred to as the FIRST PARTY

II. No : .....  
.....

Department : .....  
.....

Address : .....  
.....

Based on the Minutes of Winner Determination on.....  
2020, Hereinafter referred to as THE SECOND PARTY

THE FIRST PARTY and THE SECOND PARTY are hereinafter referred to as THE PARTIES. That  
the PARTIES have agreed and agree to enter into an agreement, with the following conditions:

article 1

SCOPE OF WORK

The scope of work in this agreement is procurement  
Goods/Services:

- a. Activity Packages : .....
- b. Location : .....

Section 2

**VALUE OF JOB**

The agreed value of work for completion of the work in this agreement is as follows:

No.	Description of goods/ services	Volume	Unit PriceOne an (Rp.)	Amount (Rp.)
1.				
2.				
3.				
<b>Dst</b>				
	<b>Amount</b>			
	<b>it says:</b> ..... .....			

Nb. : Prices include tax

**Article 3**

**RIGHTS AND OBLIGATIONS**

1. THE FIRST PARTY has the right to receive goods/services according to the agreed work requirements.
2. THE FIRST PARTY is obliged to pay for the goods/services as intended in Article 2 in accordance with the procurement progress according to the agreed evidence.
3. THE SECOND PARTY is entitled to payment for work goods/services as intended in Article 2.
4. THE SECOND PARTY is obliged to deliver appropriate goods/services agreement.

**Article 4**

**TIME PERIOD OF WORK IMPLEMENTATION**

The time period for completing the work is ..... (.....) working days starting on .....2020 until .....2020.

**Article 5**

**EXTREME SITUATION**

1. Force majeure is a situation that occurs beyond the will of the parties and cannot be predicted in advance,

so that the obligations specified in the Letter of Agreement cannot be fulfilled.

- 2. Conditions of legal force in the Letter of Agreement for Procurement of Goods / Services in Desameliputi:
  - a. natural disasters;
  - b. social disaster; and/or
  - c. fire.
  
- 3. In the event of a force majeure situation, the Goods/Services provider shall notify the TPK of the force majeure situation in writing within a period of no later than 14 (fourteen) calendar days from the occurrence of the force majeure situation, by including an original copy of the force majeure statement issued by the authorized party/agency in accordance with applicable statutory provisions.
  
- 4. After a force majeure situation occurs, the parties can make another agreement, and this will then be stated in an amendment to the Agreement Letter.

**Article 6**

**PENALTY**

- 1. If the Second Party commits acts and actions that are prohibited in the agreed provisions, then the First Party can sanction the Second Party.
  
- 2. The First Party can impose sanctions on the Second Party in the form of:
  - a. Administrative sanctions in the form of written warnings/warnings;
  - b. Civil lawsuit;
  - c. criminal;
  - d. aborted in procurement;
  - e. blacklist sanctions;
  - f. compensation; and/or
  - g. pay a fine of .....% of the value of the work with nominal value of ..... Rp. .... (..... Rupiah).

**Pasal7**

**TERMINATION OF AGREEMENT**

The First Party can unilaterally terminate the agreement in the event of:

- a. The delay in work implementation due to the Second Party's error has exceeded 50 (fifty) calendar days;
- b. The Second Party is negligent/breach of promise in carrying out its obligations and does not rectify its negligence within ..... (.....) days

since being given a written warning/warning by the First Party; and/or

- c. The Second Party is proven to have committed Corruption, Collusion, Nepotism, fraud and/or forgery in the procurement process decided by the authorized agency

**Article 8**

**CLOSING**

This agreement is made in 2 (two) copies with sufficient stamp duty and has the same legal force to be accounted for in accordance with applicable laws and regulations.

....., .....2020

**SECOND PARTY**

**PROVIDER** .....

**FIRST PARTY**

**KAUR/KASI**.....

**VILLAGE** .....

.....

.....

**REGENT SUKOHARJO,**

ttd

**WARDOYO WIJAYA**

APPENDIX VI  
 SUKOHARJO REGENCY REGULATION  
 NUMBER 13 OF 2020  
 CONCERNING  
 PROCEDURES FOR PROCUREMENT OF GOODS/  
 SERVICES IN THE VILLAGE.

REPORT FORMAT

REPORT ON PROCUREMENT OF GOODS/SERVICE WITH SELF MANAGEMENT

Work Packages : .....

Procurement Value : .....

Location : .....

Execution time : ..... sd .....

Based on the DPA that has been determined and the progress of the implementation of the procurement of goods/services during ....., it can be reported that the procurement of goods/services using self-management is declared to have been completed as follows:

No	Item Description/Ja on	Volume (Unit)		Intoxicated n (Rp.)	Total h (Rp.)	Keteranga n
		License plate you	Realisa if			

The procurement results were declared to be in good condition and complete.

The supporting reports are as attached .....,  
 ..... 2020

To; Kasi/  
 Kaur ..... (in charge)

Reported;  
 Village TPK .....

( ..... )

( ..... )

**ACTIVITY IMPLEMENTATION TEAM (TPK)**

**VILLAGE ..... SUBDISTRICT .....**

**MINUTES OF RECEIPT AND INSPECTION OF GOODS/SERVICES**

Today ..... Date month

..... Year Two Thousand and Twenty, Village TPK .....

District ..... has received and carried out the inspection

for goods/services as follows:

NO	TYPE OF GOODS/SERVICE	VOLUME UNIT	DESCRIPTION	

The goods/services are in accordance with the order and are in good condition.

....., ..... 2020

Know

Activity Implementation Team (TPK)

Community Group Representative .....

No

Signature

1. ....

\_\_\_\_\_

2. ....

\_\_\_\_\_

3. ....

\_\_\_\_\_

.....

4. ....

\_\_\_\_\_

5. ....

\_\_\_\_\_

**REGENT SUKOHARJO,**

ttd

