

## THE PROCUREMENT CONTRACT RESPONSIBILITIES IN BLANGPIDIE DISTRICT COURT: An analysis of *bai' musawwamah* theory

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### Abstract

This study aims to analyze the responsibility of PT. Juang Awe Karya (PT. JAK) in the procurement contract for goods at the Blangpidie District Court, Southwest Aceh, from the perspective of *Bai' Musawwamah* theory. *Bai' Musawwamah* is a buying and selling principle that emphasizes agreement on price and product specifications through deliberation, which is relevant in public procurement practices that prioritize transparency and fairness. The method used in this study is a juridical-empirical approach with a descriptive qualitative method, collecting data through interviews and direct observation of relevant parties, such as the management of PT. JAK and the Blangpidie District Court. The results of the study show that the procurement contract has been carried out according to the principles of *Bai' Musawwamah*, with clear agreements on price and specifications. However, PT. JAK experienced a violation in the form of delayed delivery of goods, which resulted in sanctions as stipulated in the contract. PT. JAK's responsibilities include the obligation to provide goods according to specifications and on time, as well as to replace or repair goods if quality issues arise. The application of the *Bai' Musawwamah* principle in this contract ensures transparency, fairness, and open communication between the Blangpidie District Court and PT. JAK, as well as dispute resolution through deliberation. This study is expected to contribute to the understanding of the application of Islamic principles in procurement and its impact on the relationship between suppliers and consumers of goods.

**Keywords:** Aceh, *Bai' Musawwamah* theory, Procurement contract, and Responsibility,

## INTRODUCTION

Procurement of goods and services is an integral part of public sector management, ensuring that institutions are equipped to fulfill their operational needs effectively. This process involves the acquisition of a wide range of items, including office supplies, equipment, and essential services, all of which are necessary to maintain the efficiency of government operations. Beyond simply acquiring resources, procurement also reflects the principles of transparency, accountability, and efficiency, which are vital in managing public funds and fostering trust within society.<sup>1</sup>

In the broader context, procurement plays a strategic role in achieving national development goals. By adhering to well-defined processes and regulations, it ensures that resources are allocated fairly and utilized optimally. However, procurement activities are often complex and face challenges such as delays in delivery, discrepancies in specifications, and contract disputes. These issues can undermine the objectives of procurement and lead to inefficiencies, financial losses, and damaged relationships between contracting parties.<sup>2</sup>

Given these challenges, it is essential to evaluate procurement practices continuously, focusing on the roles and responsibilities of all stakeholders. Public institutions, as major players in procurement, have a responsibility to ensure that contracts are not only legally sound but also ethically implemented. This study examines the procurement process at the Blangpidie District Court, exploring the responsibilities of the parties involved and analyzing how procurement contracts can be managed to promote transparency, efficiency, and fairness.<sup>3</sup>

Indonesia has developed a robust legal framework to govern the procurement of goods and services in the public sector. This framework is designed to ensure that public funds are managed responsibly, procurement decisions are made transparently, and all stakeholders are treated fairly. At the core of this framework is Presidential Regulation No. 16 of 2018 concerning

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<sup>1</sup> Sahar, N., dkk. (2023). *Pengantar manajemen rantai pasok dan pengadaan barang atau jasa pemerintah*. TOHAR MEDIA.

<sup>2</sup> Rumbayan, M. N. (2024). Analisis Yuridis Terhadap Tanggung Jawab Pemerintah Dalam Perjanjian Investasi Infrastruktur Dengan Pihak Asing. *LEX PRIVATUM*, 14(3).

<sup>3</sup> Sentanu, dkk. (2024). *Mengelola Kolaborasi Stakeholder Dalam Pelayanan Publik*. PT Indonesia Delapan Kreasi Nusa.

Government Procurement of Goods and Services, which provides comprehensive guidelines for planning, tendering, contracting, and monitoring procurement activities.<sup>4</sup>

The regulation emphasizes principles such as efficiency, transparency, accountability, and competition, aiming to create a standardized and equitable procurement process. It also mandates the use of e-procurement systems to minimize corruption and improve access to procurement opportunities for suppliers. By integrating modern technology into procurement practices, Indonesia has taken significant steps toward enhancing the integrity and efficiency of its public sector procurement.<sup>5</sup>

In addition to the presidential regulation, the Indonesian Civil Code, particularly Article 1338, reinforces the binding nature of contracts. This legal provision ensures that procurement agreements are enforceable and obligates both parties to fulfill their responsibilities. Non-compliance with contractual terms can lead to legal consequences, including penalties and reputational harm.<sup>6</sup>

For institutions like the Blangpidie District Court, adherence to procurement laws is not merely a legal requirement but a commitment to upholding ethical governance. By following these regulations, the court can ensure that procurement activities align with national policies and contribute to achieving broader development objectives. This legal context provides the foundation for examining how procurement contracts are executed and managed, particularly in cases where issues such as delays or non-compliance arise.<sup>7</sup>

The Bai' Musawwamah contract is an Islamic commercial law concept that offers an alternative approach to modern procurement practices. This contract is based on principles of mutual consultation, transparency, and fairness, providing a framework for ethical and collaborative transactions. Unlike conventional procurement contracts that often focus solely on legal and

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<sup>4</sup> Ronaboyd, I., dkk (2023). *Hukum Pengadaan Barang Dan Jasa*. Pustaka Aksara.

<sup>5</sup> Septianingsih, C. A. (2022). Analisis Perencanaan Pengadaan Dan Sistem Pengadaan Barang Jasa Secara Elektronik (E-Procurement) Dalam Mewujudkan Transparansi Dan Akuntabilitas.

<sup>6</sup> Ma'ruf, A. (2019). Kedudukan asas kebebasan berkontrak dalam kebijakan kemitraan kehutanan. *Jurnal Wacana Hukum*, 25(1), 30.

<sup>7</sup> Chairul Fahmi and Syarifah Riyani, "ISLAMIC ECONOMIC ANALYSIS OF THE ACEH SPECIAL AUTONOMY FUND MANAGEMENT," *Wahana Akademika: Jurnal Studi Islam Dan Sosial* 11, no. 1 (July 17, 2024): 89-104, <https://doi.org/10.21580/WA.V11I1.20007>.

procedural aspects, Bai' Musawwamah emphasizes ethical considerations and promotes trust between the contracting parties.<sup>8</sup>

In a Bai' Musawwamah contract, the price and specifications of goods or services are agreed upon through mutual consultation and negotiation. This process ensures that both the buyer and the seller are satisfied with the terms of the agreement, reducing the likelihood of disputes. The core principle of Bai' Musawwamah is fairness, which aligns with the broader Islamic values of justice and accountability.<sup>9</sup>

Applying the principles of Bai' Musawwamah in public procurement can address common challenges such as delays, specification discrepancies, and non-compliance with contractual terms. It encourages both parties to prioritize collaboration and transparency, fostering long-term relationships built on trust and mutual benefit. For institutions like the Blangpidie District Court, integrating Bai' Musawwamah principles into procurement practices can enhance the ethical and operational aspects of contract management, ensuring that public resources are used responsibly and efficiently.

Furthermore, Bai' Musawwamah provides an opportunity to align procurement practices with Islamic values, making it particularly relevant in regions with a strong Islamic heritage. By adopting this contract model, the Blangpidie District Court can serve as a pioneer in demonstrating how traditional Islamic principles can be effectively integrated into modern governance frameworks.

This study aims to provide an in-depth analysis of procurement contract responsibilities within the Blangpidie District Court, focusing on the application of Bai' Musawwamah principles as a framework for addressing procurement challenges. The research seeks to explore the concept and implementation of procurement contracts, identifying key processes, challenges, and the responsibilities of PT. Juang Awe Karya as the supplier in fulfilling its obligations, while highlighting compliance and violations. Furthermore, the study evaluates the relevance and practicality of Bai' Musawwamah principles in mitigating issues such as delays, specification discrepancies, and non-compliance, emphasizing the ethical dimensions of

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<sup>8</sup> Wahyuni, S. (2024). *Dinar Sebagai Komoditas Jual Beli Di Komunitas Magnet Rezeki Menurut Undang-Undang Nomor 7 Tahun 2011 Tentang Mata Uang Dan Mabi' Pada Akad Bai' Musawwamah* (Doctoral dissertation, UIN Ar-Raniry Fakultas Syariah dan Hukum).

<sup>9</sup> Paralnite, S. (2023). *Transaksi Jual Beli Kopi Dalam Perspektif Akad Musawamah (Studi Pada Koperasi Baitul Qiradh Baburayyan di Desa Wih Nareh Kecamatan Pegasing Kabupaten Aceh Tengah)* (Doctoral dissertation, Universitas Islam Negeri Ar-Raniry).

procurement and their impact on fostering transparency, fairness, and accountability in supplier-user relationships. By offering actionable recommendations, the research aspires to improve procurement practices at the Blangpidie District Court, ensuring adherence to legal and ethical standards. Beyond institutional benefits, the study aims to contribute to the broader discourse on integrating Islamic commercial law into public procurement, demonstrating the role of values like mutual trust and fairness in enhancing governance and optimizing public resource management.

## DATA AND METHOD

The research method is a procedure carried out by researchers to collect information or data that will be used for the purpose of the study. In research, it is essential to have complete and objective data that can guide the researcher in ensuring that the study is organized systematically.<sup>10</sup> Therefore, researchers must follow a structured procedure to ensure that the research produces valid and useful findings. In this research, the author follows several important stages: research approach, research type, data sources, data collection methods, and data analysis techniques.<sup>11</sup>

The research approach is the way the author uses concepts and steps that encompass the assumptions of the researcher up to the methods used to study the defined issues. In this research, the approach used is juridical-empirical. This approach combines legal aspects with social phenomena that occur in society. Through this approach, the author aims to identify and understand social patterns or behaviors related to the implementation of the road construction tender contract. The goal is for the research results to provide a solid foundation for making better decisions and relevant social policies.<sup>12</sup>

This research uses a qualitative method to explore the existing problems. The qualitative method focuses on in-depth understanding of the phenomenon being studied by collecting, organizing, analyzing, and

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<sup>10</sup> Muhammad Siddiq Armia, *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*, ed. Chairul Fahmi (Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022).

<sup>11</sup> Suharsimi Arikunto, *Prosedur Penelitian: Suatu Pendekatan Praktik*, (Jakarta: Rineka Cipta, 2010), Hlm. 3.

<sup>12</sup> Muhammad Sidiq, *Buku Pedoman Penulis Skripsi*, (Banda Aceh: Fakultas Syari'ah Dan Hukum, Uin Ar-Raniry, 2019), Hlm. 37.



interpreting the available data. The type of research used is descriptive research, where the author aims to describe and analyze the actual and factual problems observed in the field. The researcher conducts direct observations at the research site and interacts with relevant parties, such as the owner of PT. JAK and administrative staff to obtain more in-depth information related to the research issues.

The data sources used in this research are divided into two categories: primary data and secondary data. Primary data is obtained through field research, where the author directly visits the parties involved in the implementation of the contract, such as the management of PT. JAK and the Blangpidie District Court. The author conducts face-to-face interviews with respondents to obtain information regarding the implementation of the road construction tender contract. Meanwhile, secondary data complements the primary data and includes books, journals, regulations, fatwa decisions, official letters, and other relevant sources. This secondary data helps the author to understand the theories or previous research related to the research topic.

In collecting data, the author uses several relevant data collection methods, including field research, which aims to obtain direct data from the source. Data is gathered through interviews with those involved in the implementation of the contract. The author uses the interview technique to obtain more detailed and accurate information about the contract's implementation. The interviews are conducted using a guided interview, where the author prepares a list of questions related to the research issues. The main respondents in this interview are the management of PT. JAK, who is responsible for the implementation of the contract, and the Blangpidie District Court as the authority overseeing the project.<sup>13</sup>

In addition to interviews, the documentation technique is also used to gather additional relevant data. Documentation involves collecting notes, transcripts, books, newspapers, and other supporting documents. Data from documentation enriches the interview results and provides a more comprehensive context for the phenomena being studied.

After the data is collected, the next stage is data analysis. In this research, the author uses descriptive qualitative analysis, which aims to organize and systematically arrange the data. This method helps the author

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<sup>13</sup> Zauddin Ali, *Metode Penelitian Hukum*, (Jakarta: Sinar Grafika, 2009), Hlm. 106- 107.

identify the issues that arise, categorize relevant information, and make comparisons between the collected data. With this analysis, the author hopes to draw accurate conclusions and provide a better understanding of the realization of the road construction tender contract, as well as offer recommendations for future improvements.<sup>14</sup>

By using a systematic and appropriate research method, it is hoped that this study can provide valuable contributions for better decision-making and policies in the future, especially regarding the implementation of road construction tender contracts.

## RESULT AND DISCUSSION

### A. The Concept of Goods Procurement Contracts at the Blangpidie District Court, Aceh Barat Daya

This study aims to understand the concept of goods procurement contracts at the Blangpidie District Court, Aceh Barat Daya. Based on interviews with representatives from the Pengadilan Negeri and the goods suppliers, several key findings can be summarized.

The goods procurement contract at the Blangpidie District Court is structured according to the provisions in the Electronic Procurement Service (LPSE). The first party, the Pengadilan Negeri, utilizes the available budget, while the second party, the goods supplier, ensures that the offered goods meet the specifications outlined in the Work Plan and Terms (RKS). One important aspect explained by the informants is the agreement on the price and specifications of the goods offered, in line with the e-catalog. After both parties reach an agreement, the contract is then signed.

According to one informant from the Pengadilan Negeri, "This goods procurement contract is based on the agreed price and specifications proposed by the supplier. We ensure that all processes comply with applicable regulations and are publicly accessible through LPSE."<sup>15</sup>

Bai' Musawwamah emphasizes that in a transaction, the price and specifications of the goods must be agreed upon in advance and cannot be

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<sup>14</sup> Noeng Muhadjir, *Metodologi Penelitian Kualitatif*, (Yogyakarta: Rake Sarasi, 2002), Hlm. 142.

<sup>15</sup> Interview results with the staff of Blangpidie District Court, Aceh Barat Daya on January 17, 2025.

renegotiated afterward.<sup>16</sup> The goods procurement contract process at the Blangpidie District Court, which involves agreeing on the price and specifications of the goods according to the e-catalog, reflects the principle of Bai' Musawwamah, which emphasizes clarity regarding the price and goods that cannot be altered after the agreement is reached.

In this goods procurement contract, several key elements are regulated, including the price of goods, technical specifications, types of goods, procurement timeline, and delivery schedule. All information regarding this is included in brochures and contract documents that can be accessed through LPSE. As stated by one informant from PT. JAK, "The contract contains all clear information about the price, type, and specifications of the goods, as well as the delivery and handover schedules. All this information is transparently available to all parties involved."<sup>17</sup>

Bai' Musawwamah demands transparency in transactions, where the buyer clearly knows the goods being purchased, their price, and specifications from the outset. In this case, the contract preparation, which includes all essential elements such as price, specifications, and delivery schedule, is in line with the principle of Bai' Musawwamah, which prioritizes clarity and accuracy of information before the transaction is executed.<sup>18</sup>

The contract negotiation process is carried out with high transparency. The goods supplier will offer a price in accordance with the available budget, and if the proposed price and specifications meet the applicable regulations, the supplier will be selected as the winner. The entire process is carried out through LPSE to ensure that there is no manipulation in the bidding and selection process.<sup>19</sup>

One interview with the Pengadilan Negeri explained, "The negotiation and selection process of the goods supplier is carried out transparently and openly. All parties can monitor it directly through the LPSE system."<sup>20</sup>

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<sup>16</sup> Aruna, M. A. (2023). *Transaksi Jual Beli Ban Mobil Second Dalam Perspektif Mabi'Pada Akad Musawamah (Studi Kasus Toko Safaraz Ban di Batoh)* (Doctoral dissertation, Universitas Islam Negeri Ar-Raniry).

<sup>17</sup> Interview results with the owner of PT. Juang Awe Karya on January 18, 2025.

<sup>18</sup> Bahrami, S. (2025). *Pengawasan Disperindag Terhadap Peredaran Pakaian Second Impor Di Kota Banda Aceh Menurut Permendag No. 40 Tahun 2022 Dan Akad Bai'Al-Musawwamah* (Doctoral dissertation, UIN Ar-Raniry Fakultas Syariah dan Hukum).

<sup>19</sup> Marchia, A. R. D. (2023). *Penegakan Hukum Pidana Atas Kebenaran Informasi Penyedia Jasa Dalam Proses Pengadaan Barang Dan Jasa. Cita Hukum Indonesia*, 1(3).

<sup>20</sup> Interview results with the staff of Blangpidie District Court, Aceh Barat Daya on January 17, 2025.



Bai' Musawwamah requires an agreement on the price at the beginning of the transaction, which cannot be renegotiated after the price is set. In this goods procurement, the negotiation process with an established price offer beforehand shows that the principle of Bai' Musawwamah is applied well, as both parties have agreed on the price without further changes after the transaction is approved.<sup>21</sup>

In terms of communication, the process between the Pengadilan Negeri and PT. JAK is conducted via email and the LPSE system. All contract documents can be printed directly after verification is completed. This clear communication process aims to ensure that there are no misunderstandings regarding the contract's contents.<sup>22</sup>

Regarding understanding the regulations, there were no significant difficulties encountered. However, certain stages require more attention, such as the company qualifications and the filtering of tender participants. An informant from the Pengadilan Negeri stated, "We did not experience major difficulties in understanding the regulations, but stages such as qualifications and filtering require a deeper understanding to ensure the smooth procurement of goods."<sup>23</sup>

In Bai' Musawwamah, it is essential for both parties to have a clear and accurate understanding of the contract's terms. The clear communication process between the Pengadilan Negeri and the goods supplier, along with an understanding of the established regulations, reflects the importance of transparency in transactions, which is the core of Bai' Musawwamah. Transparent communication prevents misunderstandings or disputes later on.

The goods procurement contract at the Blangpidie District Court prioritizes the principles of transparency, accountability, and alignment between the price and specifications of the offered goods. All parties involved work together to ensure that the procurement is conducted fairly and in accordance with the applicable regulations. As one informant stated, "We

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<sup>21</sup> Fauziah, N. (2023). *Wanprestasi Dropshipper Pada Transaksi Jual Beli Online Menurut Konsep Jual Beli Musawwamah (Suatu Penelitian Di Banda Aceh)* (Doctoral dissertation, Universitas Islam Negeri Ar-Raniry).

<sup>22</sup> Nurul Maghfirah et al., "UNDERSTANDING INTELLECTUAL PROPERTY RIGHTS IN THE INDONESIAN TRADING BUSINESS," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 2 (2023), <https://doi.org/10.22373/al-mudharabah.v4i2.3384>.

<sup>23</sup> Interview results with the staff of Blangpidie District Court, Aceh Barat Daya on January 17, 2025.

ensure that transparency and accountability are maintained at every step of the procurement process."<sup>24</sup>

The principles of transparency and accountability in this procurement contract align with the principles of Bai' Musawwamah, which requires transactions to be conducted openly and fairly. In Bai' Musawwamah theory, there is no room for deception or manipulation of prices after the agreement is reached. Therefore, the strong application of transparency and accountability in the goods procurement process shows alignment with the theory of Bai' Musawwamah.<sup>25</sup>

If there are changes in the quantity or specifications of the goods needed, the contract will be adjusted with the approval of both parties. This process is carried out formally and in detail to ensure that all parties understand the changes that occur. As one informant added, "If there is a change in the goods' requirements, the contract will be immediately adjusted in accordance with the mutual agreement."<sup>26</sup>

Bai' Musawwamah teaches that changes in a transaction must be made with mutual consent without coercion. The formal adjustment of the contract with the mutual consent of both parties shows alignment with the principle of Bai' Musawwamah, which requires all changes or additions in the transaction to be made with transparency and full agreement from both parties.<sup>27</sup>

Overall, the goods procurement contract at the Blangpidie District Court has been executed well in accordance with the principles of transparency, accountability, and price alignment. The procurement process is carried out through LPSE, which maintains transparency and provides ease for all parties to monitor the process. The application of the theory of Bai' Musawwamah in this contract shows a clear agreement between both parties regarding the price and specifications of the goods, reflected in the transparency of the ongoing goods procurement.

## **B. The Responsibilities of PT. Juang Awe Karya in the Employment Contract at Blangpidie District Court, Aceh Barat Daya**

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<sup>24</sup> Interview results with the staff of Blangpidie District Court, Aceh Barat Daya on January 17, 2025.

<sup>25</sup> Wahyuni, S. (2024). *Dinar Sebagai Komoditas Jual Beli Di Komunitas Magnet Rezeki Menurut Undang-Undang Nomor 7 Tahun 2011 Tentang Mata Uang Dan Mabi' Pada Akad Bai' Musawwamah* (Doctoral dissertation, UIN Ar-Raniry Fakultas Syariah dan Hukum).

<sup>26</sup> Interview results with the owner of PT. Juang Awe Karya on January 18, 2025.

<sup>27</sup> Basar, D. N. (2023). *Fleksibilitas Kontrak Berbasis Resiprokal: Analisis Pembiayaan Murabahah di BPRS. Publica Indonesia Utama*.

This study aims to understand the responsibilities of PT. JAK in the employment contract at the Blangpidie District Court, Aceh Barat Daya. Based on interviews with representatives from Pengadilan Negeri and PT. Juang Awe Karya, several findings regarding the company's obligations and responsibilities in executing the contract can be summarized.

PT. Juang Awe Karya's primary obligation in the execution of this goods procurement contract is to provide the goods in accordance with the specifications outlined in the contract and deliver them on time. If there are delays or quality issues with the goods, the company is responsible for promptly repairing or replacing the goods as stipulated in the contract.

According to one of the informants from PT. JAK, "We are obligated to provide goods according to the specifications that have been agreed upon. If there are delays or quality issues, we will immediately take action to replace or repair the goods as per the contract provisions."<sup>28</sup>

The Bai' Musawwamah theory teaches that in a transaction, the goods sold must match the specifications agreed upon in advance and cannot be substituted with other goods without agreement.<sup>29</sup> PT. Juang Awe Karya's responsibility to ensure the goods meet the specifications in this contract aligns with the principles of Bai' Musawwamah, which demands transparency and adherence to the agreement in the transaction.<sup>30</sup>

If issues arise, such as delayed delivery, the company will be penalized according to the terms of the contract. If there are quality issues with the goods, the company is responsible for replacing or repairing the goods in accordance with the provided warranty.

As explained by one of the informants, "If there are delays in delivery, we are prepared to accept penalties according to the contract. For quality issues, we are responsible for replacing or repairing damaged goods according to the warranty."<sup>31</sup>

Bai' Musawwamah emphasizes that the buyer has the right to receive goods that conform to the agreed terms, without any reduction or damage. Therefore, the company's actions of replacing or repairing goods that do not

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<sup>28</sup> Interview results with the owner of PT. Juang Awe Karya on January 18, 2025.

<sup>29</sup> Maulida, N. (2018). *Dropship dalam Jual Beli Pakaian On line ditinjau menurut Konsep Jual Beli Salam* (Doctoral dissertation, UIN Ar-Raniry Banda Aceh).

<sup>30</sup> Maghfirah et al., "UNDERSTANDING INTELLECTUAL PROPERTY RIGHTS IN THE INDONESIAN TRADING BUSINESS."

<sup>31</sup> Interview results with the staff of Blangpidie District Court, Aceh Barat Daya on January 17, 2025.

meet the contract specifications are consistent with the principles of Bai' Musawwamah, which protect the buyer's rights to goods that are not damaged or do not match the specifications.<sup>32</sup>

To ensure the quality of the goods complies with the contract, PT. JAK conducts testing once the goods are received. If damage or non-conformance is found, the goods will be repaired or replaced, and the company is responsible during the 6-month warranty period.

According to one of the informants from PT. JAK, "We conduct tests once the goods are received. If there is damage or non-conformance, we will replace or repair the goods within the applicable warranty period."<sup>33</sup>

The Bai' Musawwamah principle asserts that the buyer is entitled to receive goods that are not only in accordance with the specifications but also in good condition without defects. The testing conducted to ensure the goods' quality complies with the contract aligns with this principle, which guarantees satisfaction and protection for the buyer.<sup>34</sup>

PT. JAK ensures the timely delivery of goods according to the contract by establishing a clear delivery schedule and ensuring that goods arrive on time. If delays occur, the company will be penalized as per the contract terms.

One of the informants from PT. JAK explained, "We ensure timely delivery by planning a detailed delivery schedule. If delays occur, we are ready to accept the agreed penalties."<sup>35</sup>

In Bai' Musawwamah, the delivery time is a part of the agreement that must be fulfilled by the seller. The obligation to deliver goods on time without delay demonstrates the company's commitment to transparency and fairness in the transaction, in line with the principles of Bai' Musawwamah, which require all aspects of the transaction to be fulfilled.<sup>36</sup>

Progress reports on the project are submitted regularly, usually via email or an agreed system. These reports cover the status of deliveries, the quality of goods received, and the testing process that has been carried out.

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<sup>32</sup> Abdalloh, I. (2019). *Pasar modal syariah*. Elex Media Komputindo.

<sup>33</sup> Interview results with the owner of PT. Juang Awe Karya on January 18, 2025.

<sup>34</sup> Supeno, E. I., & Ansari, A. (2024). Optimalisasi Sistem Dropship Dalam Jual Beli Online Perspektif Hukum Islam. *Natuja: Jurnal Ekonomi Syariah*, 3(2), 081-099.

<sup>35</sup> Interview results with the owner of PT. Juang Awe Karya on January 18, 2025.

<sup>36</sup> Yusup, D. K., dkk. (2017). Implementasi prinsip Business Judgment Rule dalam akad pembiayaan Murabahah di Bank Syariah: Studi di PT. Bank Jabar Banten Syariah.

As one of the informants stated, "We report the progress of the project regularly through email or an agreed system, including delivery status and testing of the goods."<sup>37</sup>

Bai' Musawwamah requires open communication between the seller and the buyer regarding the status of the goods purchased. Clear and regular reporting reflects openness in the transaction, which is a key principle in Bai' Musawwamah.<sup>38</sup> The fulfillment of contractual obligations is monitored by the Blangpidie District Court, which oversees the contract's execution and evaluates the performance of the contract. If there are violations, actions such as fines or other sanctions may be imposed. One informant from the Pengadilan Negeri explained, "We closely monitor every stage of the contract's execution and conduct regular evaluations. If violations occur, sanctions in accordance with the contract will be imposed."<sup>39</sup> The principle of Bai' Musawwamah prioritizes clarity of rights and obligations for both parties, as well as transparency in the transaction process. The monitoring carried out by the Pengadilan Negeri ensures that both parties fulfill their obligations according to the contract, reflecting a commitment to fairness and preventing violations.<sup>40</sup>

If a contract violation occurs, such as delayed delivery or non-conforming goods, the supplier will be fined or penalized according to the terms outlined in the contract. One informant from the Pengadilan Negeri stated, "If there is a violation of the contract, such as delays or non-conforming goods, we will impose fines or other sanctions according to the agreement in the contract."<sup>41</sup> The Bai' Musawwamah theory teaches that each party must fulfill their obligations according to the agreed terms. The imposition of fines or sanctions for contract violations is in line with the principles of Bai'

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<sup>37</sup> Interview results with the staff of Blangpidie District Court, Aceh Barat Daya on January 17, 2025.

<sup>38</sup> Bahrami, S. (2025). *Pengawasan Disperindag Terhadap Peredaran Pakaian Second Impor Di Kota Banda Aceh Menurut Permendag No. 40 Tahun 2022 Dan Akad Bai'Al-Musawwamah* (Doctoral dissertation, UIN Ar-Raniry Fakultas Syariah dan Hukum).

<sup>39</sup> Interview results with the staff of Blangpidie District Court, Aceh Barat Daya on January 17, 2025.

<sup>40</sup> Sri Wahyuni et al., "THE ROLE OF COURTS IN RESOLVING CASES OF BANKRUPTCY OF ISLAMIC BANK CUSTOMERS," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 1 (June 10, 2023): 1-23, <https://doi.org/10.1234/JURISTA.V7I1.42>.

<sup>41</sup> Interview results with the staff of Blangpidie District Court, Aceh Barat Daya on January 17, 2025.



Musawwamah, which emphasizes the importance of fulfilling obligations and responsibilities of each party in a transaction.<sup>42</sup>

The institution will investigate reports of deviations that occur and then decide on appropriate actions, including imposing sanctions or asking the goods supplier to correct the issues that arose during the execution of the contract.<sup>43</sup> One informant from the Pengadilan Negeri stated, "We will investigate any reports of deviations and take appropriate action, such as asking the goods supplier to correct the issues or imposing sanctions in accordance with the contract."<sup>44</sup> In Bai' Musawwamah, the resolution of issues must be done fairly and in accordance with the initial agreement. The investigation of deviations and the imposition of sanctions or corrective actions demonstrate that both parties are responsible for resolving problems in a fair manner, in line with the agreement.<sup>45</sup>

Overall, it can be concluded that PT. JAK has significant responsibility in ensuring that all obligations outlined in the goods procurement contract are met properly. The oversight conducted by the Blangpidie District Court and the actions taken in the event of contract violations reflect a commitment to the principles of transparency and fairness. The application of Bai' Musawwamah principles in this contract ensures that the buying and selling transaction is conducted fairly, transparently, and in accordance with the agreements made.

### **C. Relevance of the Implementation of the Goods/Services Procurement Contract by PT. Juang Awe Karya at Blangpidie District Court, Aceh Barat Daya, with the Bai' Musawwamah Theory**

This study aims to explore the relevance of the implementation of the goods/services procurement contract by PT. JAK at Blangpidie District Court, Aceh Barat Daya, in relation to the Bai' Musawwamah theory. Based on

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<sup>42</sup> Basar, D. N. (2023). *Fleksibilitas Kontrak Berbasis Resiprokal: Analisis Pembiayaan Murabahah di BPRS*. Publica Indonesia Utama.

<sup>43</sup> Sidarta, D. D., & Lestari, S. E. (2025). Wanprestasi Dalam Kontrak Pelaksanaan Pengadaan Barang Dan Jasa Pemerintah. *Court Review: Jurnal Penelitian Hukum* (e-ISSN: 2776-1916), 5(03), 60-73.

<sup>44</sup> Interview results with the staff of Blangpidie District Court, Aceh Barat Daya on January 17, 2025.

<sup>45</sup> Putri, D. O. (2023). *Analisis Transaksi Buyback Objek Emas Pada PT Pegadaian Syariah Cabang Banda Aceh Dalam Perspektif Akad Bai' Musawwamah (Studi Tentang Implementasi Produk Tabungan Emas)* (Doctoral dissertation, Universitas Islam Negeri Ar-Raniry).

interviews with representatives from Pengadilan Negeri and PT. Juang Awe Karya, several aspects related to the application of the Bai' Musawwamah principles in the contract execution were found.

The concept of Bai' Musawwamah is applied in the goods procurement contract at Blangpidie District Court by ensuring that the agreed price is fair and transparent, and that all parties are aware of the price and specifications of the goods before the contract is signed. This process maintains fairness and transparency throughout every stage of the contract, from the bidding process to the delivery of goods.<sup>46</sup>

One informant from PT. JAK stated, "The price agreed upon in this contract is clear and transparent. All parties knew the price and specifications of the goods before signing the contract, so there is no doubt about the agreement."<sup>47</sup> In the Bai' Musawwamah theory, the seller offers a set price without changes after the price is agreed upon, and the buyer can either accept or reject it. This aligns with the procurement process, where the price and specifications are clear before the contract is signed, in line with the transparency and fairness principles taught by Bai' Musawwamah.<sup>48</sup>

The agreed price in this contract is in line with the Bai' Musawwamah principle, which emphasizes a fair and transparent price. Both parties agreed on the price after a fair negotiation process, reflecting the principle of justice in the transaction.<sup>49</sup> As PT. Juang Awe Karya's representative explained, "The price we offered is in line with the available budget and was agreed upon after a fair negotiation. There is no element of price manipulation in this process."<sup>50</sup>

The Bai' Musawwamah principle requires that the agreed price must be fair and transparent, with no manipulation after the agreement is reached. The fair negotiation process and transparent price agreement show the implementation of Bai' Musawwamah principles in this contract.<sup>51</sup>

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<sup>46</sup> Muslim, M., dkk. (2021). *Pandangan Pengurus Mui Provinsi Lampung Periode 2016-2021 terhadap Bai'Al-wafa'. Asas: Jurnal Hukum dan Ekonomi Islam*, 13(1), 44-60.

<sup>47</sup> Interview results with the owner of PT. Juang Awe Karya on January 18, 2025.

<sup>48</sup> Yolanda, D. (2024). *Penetapan Harga dan Akurasi Volume Objek Transaksi Jual Beli Beton Ready Mix Menurut Akad Jual Beli Musawamah* (Doctoral dissertation, Universitas Islam Negeri Ar-Raniry).

<sup>49</sup> Imran, A. (2024). *Analisis Etika Bisnis Islam Terhadap Jual Beli Tiket Kapal di Pelabuhan Nusantra Kota Parepare* (Doctoral dissertation, IAIN Parepare).

<sup>50</sup> Interview results with the owner of PT. Juang Awe Karya on January 18, 2025.

<sup>51</sup> Bahrami, S. (2025). *Pengawasan Disperindag Terhadap Peredaran Pakaian Second Impor Di Kota Banda Aceh Menurut Permendag No. 40 Tahun 2022 Dan Akad Bai'Al-Musawwamah* (Doctoral dissertation, UIN Ar-Raniry Fakultas Syariah dan Hukum).

Transparency and fairness are maintained through the use of the LPSE (Electronic Procurement Service) system, which allows all parties to monitor the procurement process. The continuation of the contract is also monitored to ensure that all contract terms are executed fairly, maintaining fairness for all parties involved.<sup>52</sup> As explained by an informant from Pengadilan Negeri, "Through LPSE, we ensure that the procurement process is transparent, and all parties can monitor the progress of the contract in real time. This also helps maintain fairness at every stage."<sup>53</sup>

The Bai' Musawwamah theory highly emphasizes clarity and openness in transactions, including the clarity of the agreed price and goods. The use of the LPSE system to ensure transparency in the contract's execution is in line with this principle, which demands clarity throughout all stages of the transaction.

One challenge in applying the Bai' Musawwamah principle is maintaining fair and transparent pricing amid intense price competition. However, this can be overcome by adhering to the established terms and committing to transparency.<sup>54</sup>

According to an informant from PT. Juang Awe Karya, "Amid tight price competition, we remain committed to transparency and a fair agreement, even though there may be pressure to lower the price."<sup>55</sup>

The Bai' Musawwamah theory teaches that the agreed price must be fair and transparent and must be respected throughout the transaction process. The challenge of maintaining the price agreement amid competition shows that the application of this principle requires oversight and commitment from both parties to maintain a fair agreement.<sup>56</sup>

Communication between PT. JAK and Pengadilan Negeri is conducted based on Islamic principles, emphasizing open and honest communication. Every provision in the contract is ensured to align with Islamic values, which emphasize fairness and transparency.

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<sup>52</sup> Chairul Fahmi, "THE DUTCH COLONIAL ECONOMIC'S POLICY ON NATIVES LAND PROPERTY OF INDONESIA," *PETITA: JURNAL KAJIAN ILMU HUKUM DAN SYARIAH* 5, no. 2 (2020), <https://doi.org/10.22373/petita.v5i2.99>.

<sup>53</sup> Interview results with the staff of Blangpidie District Court, Aceh Barat Daya on January 17, 2025.

<sup>54</sup> Cicak, D. (2024). Tinjauan Hukum Ekonomi Syariah Tentang Jual Beli.

<sup>55</sup> Interview results with the owner of PT. Juang Awe Karya on January 18, 2025.

<sup>56</sup> Kurniasari, K. (2020). *Implementasi Etika Bisnis Islam dalam Pemasaran Produk Bank Syariah Mandiri di Polewali Mandar* (Doctoral dissertation, IAIN Parepare).

One informant from Pengadilan Negeri stated, “We ensure that communication with the goods supplier is conducted based on Islamic principles, meaning it is open, honest, and in accordance with the terms outlined in the contract.”<sup>57</sup> Bai’ Musawwamah requires that communication in transactions be honest and transparent, with no deception or coercion in offers. The communication practices aligned with Islamic principles reflect the transparency emphasized in Bai’ Musawwamah.<sup>58</sup>

The institution conducts regular evaluations of the contract's implementation to ensure that the entire procurement process adheres to Islamic principles, including fairness and transparency.<sup>59</sup> As explained by an informant from Pengadilan Negeri, “Each stage of the contract’s execution is evaluated to ensure that all applicable terms are in line with Islamic principles. If anything is found to be inconsistent, corrective actions will be taken immediately.”<sup>60</sup>

Regular evaluations of the contract by the institution reflect efforts to ensure that the Islamic principles emphasizing fairness, transparency, and fulfillment of obligations as agreed are well implemented. This demonstrates that Bai’ Musawwamah can be used as a reference to ensure that the contract proceeds according to these values.<sup>61</sup> If a dispute occurs, resolution will be conducted through mutual consultation to reach a consensus, in accordance with Islamic principles that prioritize justice and mutual agreement.<sup>62</sup>

One informant from Pengadilan Negeri explained, “If a dispute arises, we always strive to resolve it through consultation, which is a fundamental principle in Islam to reach a mutual agreement.”<sup>63</sup> Dispute resolution through

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<sup>57</sup> Interview results with the staff of Blangpidie District Court, Aceh Barat Daya on January 17, 2025.

<sup>58</sup> Armanto, N. (2020). Prinsip Dan Landasan Hukum Ekonomi Islam. *Iqtishodiyah: Jurnal Ekonomi Dan Bisnis Islam*, 6(1), 63-79.

<sup>59</sup> Maskanah, U., dkk. (2024). Dinamika Hukum Penghapusan Barang Inventaris Pemerintah dan Implikasi Pelaksanaan Lelang Non Eksekusi Wajib. *Journal de Facto*, 11(1), 50-65.

<sup>60</sup> Interview results with the staff of Blangpidie District Court, Aceh Barat Daya on January 17, 2025.

<sup>61</sup> Kholidah, N. (2024). *Buku Ajar Bank dan Lembaga Keuangan Syariah Lainnya (Jilid 1)*. Penerbit NEM.

<sup>62</sup> Aditya Noviyansyah, S. H., & Alfani, T. N. (2025). Perspektif Islam Terhadap Hukum Perdata: Studi Kasus Sengketa Kontrak Jual Beli Tanah Tanpa Akta Resmi. *Causa: Jurnal Hukum dan Kewarganegaraan*, 10(3), 61-70.

<sup>63</sup> Interview results with the staff of Blangpidie District Court, Aceh Barat Daya on January 17, 2025.

mutual consultation aligns with the Islamic principles underlying Bai' Musawwamah, which prioritize peaceful and fair resolution between both parties without pressure or coercion.<sup>64</sup>

Overall, it can be concluded that the application of Bai' Musawwamah principles in the goods procurement contract at Blangpidie District Court has been well implemented. Principles of transparency, fairness, and fair price agreements are maintained throughout every stage of the contract, from the bidding process to execution. The application of Islamic principles in communication and dispute resolution further strengthens the relevance of Bai' Musawwamah in this contract, which emphasizes justice, transparency, and mutual agreement as the foundation of every transaction.

## CONCLUSION

Based on the research findings, it can be concluded that the goods procurement contract at Blangpidie District Court, Aceh Barat Daya, has been carried out by adhering to the principles of Bai' Musawwamah, which emphasize transparency, fairness, and clear price agreements. The procurement process was conducted through the LPSE system, ensuring openness at every stage, from the bidding process to the delivery of goods. The price and specifications of the goods were agreed upon before the contract was signed and cannot be altered once an agreement has been reached, in accordance with the Bai' Musawwamah principle that demands clarity in transactions. The responsibility of PT. Juang Awe Karya as the supplier includes fulfilling the obligation to provide goods in accordance with the agreed-upon specifications and timely delivery. In the event of quality issues or delays, the company must replace or repair the goods and is prepared to accept penalties as stipulated in the contract. Blangpidie District Court conducts regular oversight and evaluations to ensure that the contract is executed in accordance with the agreement.

The application of the Bai' Musawwamah principle in the execution of this contract is highly relevant, as it maintains transparency, fairness, and open communication between the Pengadilan Negeri and the supplier. Dispute resolution is conducted through deliberation for consensus, in line with the Sharia principles underlying Bai' Musawwamah. Overall, the implementation

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<sup>64</sup> Atoriah, H. (2020). *Penyelesaian sengketa ekonomi syariah di Pegadaian Syariah: Studi kasus atas kelalaian kasir dalam memperpanjang masa rahn di Unit Pegadaian Syariah Johar Karawang* (Doctoral dissertation, UIN Sunan Gunung Djati Bandung).



of this contract reflects a commitment to carrying out transactions that are fair, transparent, and in accordance with the agreements made between both parties.

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