

Authority Of Public Notary as Dispute Councils in Procurement of Government Goods/Services

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Abstract. Regulations on the procurement of government goods and services to accommodate dispute resolution are regulated through deliberation and consensus. When this is not achieved, the regulation is carried out through arbitration, alternative dispute resolution, or courts. In practice, in resolving disputes over government goods/services procurement, a Notary can act as a party preventing disputes between the parties in a government goods/services procurement agreement by being involved as a member of the dispute council. Problems are the notary's authority as the Dispute Council in the Disputes Resolution on the Procurement of Government Goods/Services. This research is normative legal research: library research, i.e., research on secondary legal sources. Regarding the procurement of government goods/services, if there is a dispute between the parties in the implementation of the contract, the settlement can be done through contract dispute resolution services, arbitration, construction dispute councils, or settlement through the courts. In carrying out their duties as public officials, Notaries have the main characteristics, i.e., impartiality and independence. This impartiality is also the nature of the dispute council, in which endless impartiality and independence are the absolute requirements to become a dispute council. In UUJNP Article 17 Paragraph (1) regarding the prohibition of Notaries and refers to the Notary code of ethics of the Indonesian Notary Association (INI), there is no prohibition against a Notary being able to become a dispute council. The non-permanent working system of the dispute council members is based on a tripartite agreement, where the involvement is only periodic. Thus, the involvement as a member of the dispute council cannot be considered a double job and does not consume much time. When carrying out the function as a Notary, the fully attached authority is the authority of a Notary and remains subject to the UUJN and the Notary Code of Ethics. Meanwhile, as a member of the dispute council, the inherent authority is the authority as a dispute council. Notaries who act as dispute councils can play an active role in preventing disputes in implementing contracts. If disputes still arise, the notary plays a role in resolving disputes.

Keywords: Dispute; Dispute Council; Notary

1 Preliminary

The development of the business world is inseparable from the development of the law that frames the transaction to ensure the parties' assurance. Moh. Isnaeni stated, "...there is no business activity without a legal framework, and what the law means is nothing but a contract.

Business relations carried out by market participants aim to make profits; thus, the achievements accomplished produce justice and certainty, then only law can serve in the form of contracts."

When depicted as a building, the contract will stand firm if pillars support it, in the form of the principle of freedom of contract in the agreement, where its existence is contained in Article 1338 BW and is supported by other pillars, i.e., the principle of good faith, *pacta sunt servanda*, privity of contract, transparency, accountability, confidentiality, non-discrimination, equality, accuracy, fairness, propriety, legal certainty, and contract binding power. It has become a common characteristic of a legal building that there are interrelationships between components, regardless of the principles, considering that they become a whole unified system. When solely relying on the principle of freedom of contract, then by looking at history, this inequality will become a miserable trap for realizing people's welfare. Therefore, it needs to be controlled; thus, the freedom that was glorified during the *laissez-faire* period does not recur, where the passions soar high the principle of freedom of contract to the highest level while denying other principles of contract law.

In designing the contract, the parties expect to fulfill the mutually agreed upon achievements. They do not plan or expect a dispute to occur between them because it is realized that a business dispute is assessed as a problematic and challenging situation that can potentially disrupt business relations and create estrangement, tension, and even division of business relations between the parties.

The paradigm of dispute resolution outside litigation is common and widely accepted in the community in the business world. Therefore, the Indonesian government also facilitates the legal framework of arbitration through Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. The agencies known in arbitration settlement in Indonesia are Bani, Basyarnas, BAPMI, and BAKTI. At the same time, those that are well known in the international world are Ucitral Arbitration Law (UAL) and ICSID (International Center for the Settlement Investment Dispute).

Further developments in contract dispute resolution are found in the Dispute Council Manual (2019: chapter 1, A Brief History of the Dispute Council):

... arbitration became popular because it was less expensive and faster than litigation.

However, as a dispute resolution process, it too became costly, time-consuming, and adversarial. Although commercial arbitration continues to offer certain benefits unavailable in litigation, primarily the use of neutral parties experienced in the field from which the dispute arises, arbitration's cost and time demand today can often exceed that of complex litigation. The ensuing movement away from litigation and arbitration led to alternative dispute resolution (ADR) processes such as mediation and, subsequently, the development of the DB concept.

Robin A. Suryo et al. stated that in contracts for the procurement of government goods/services, there are incomplete contracts caused by the bounded rationality or limited rationality of the parties and court institutions and the incompleteness of the regulations made by the regulator. Considering the current procurement regulations have not fully accommodated the optimal contract adaptation scheme and mechanism, it is necessary to conduct a more profound study related to this matter; thus, it can be guidelines in preparing provisions to produce optimal procurement contracts.

Data from the Government Goods/Services Procurement Policy Institute (LKPP) related to contract disputes in the procurement of government goods/services for 2018 are presented in the following table:

Table 1. Contract Dispute Issues in Government Procurement of Goods/Services in 2018

No	TYPE OF DISPUTES	PERCENTAGE
1	Termination of Contract/Default	20,23%
2	Contract Amendment	19,24%
3	Black List	14,30%
4	Down Payment & Job Performance Payments	14,11%
5	Penalty	10,96%
6	Force Majeure/Compensation Event	10,96%
7	Price Adjustment	10,17%

(Source: Directorate of Legal Issues Resolution LKPP, 2018)

In the business world, with a large-scale agreement value, usually, the clauses of the agreement are contained in a contract containing the parties' rights and obligations. They are written in an authentic deed made before a notary. The existence of an authentic deed will benefit the parties. Particularly, it can function as perfect evidence. A notary's authority is described in Article 15 Paragraph (1) of Law Number 2 of 2004 concerning the Position of a Notary, where the authority of a Notary is as follows:

"Notaries are authorized to draft authentic Deeds regarding all actions, agreements, and stipulations required by laws and regulations or desired by those with interest to be stated in an authentic Deed, guarantee the certainty of the date of drafting the Deed, keep the Deed, provide Grosse, copies, and quotations. Deed, all of that as long as the drafting of the deed is not assigned or excluded to other officials or other people stipulated by law."

In addition, Article 15 Paragraph (2), Notaries are also authorized to perform the following actions:

- a. ratify the signature and determine the certainty of the date of the private deed by registering it in a particular book;
- b. book a private deed by registering in a special book;
- c. make a copy of the original private deed in the form of a copy containing the description as written and described in the letter concerned;
- d. validate the compatibility of the photocopy with the original deed;
- e. provide legal counseling in connection with the drafting of the Deed;
- f. draft a deed related to land; or
- g. make Minutes of Auction Deed.

In Article 15 Paragraph (3), in addition to the authority as referred to in paragraph (1) and paragraph (2), a Notary has other powers as regulated in the laws and regulations. In practice, a Notary can be involved as an intermediary if there is a difference of opinion between the parties regarding an agreement. The notary is expected to assist dispute resolution fairly, correctly, and accepted by all parties. Notaries can act as parties that carry out business dispute resolutions elegantly and maintain the dignity and self-image of the disputing parties.

The involvement of Notaries in the dispute resolution process for government goods/services procurement can be done by acting as a mediator, conciliator, expert appraiser, or arbitrator. In addition to being involved in dispute resolution, a Notary can also act as a party that prevents disputes between the parties in a government goods/service procurement agreement by being a member of the Dispute Council

2 Methodology and Analysis

The research methodology used is normative juridical, with a conceptual approach, and based on legislation (statue approach). The type of legal research is based on secondary legal materials obtained in the literature. The analytical data is based on qualitative data by collecting, reviewing, and connecting data with theories related to the studied problem and then concluding it.

3 Discussion

The legal framework of the agreement regulates comprehensively in facilitating economic transaction activities in the form of contracts. Article 1320 BW, the element of the agreement, is a milestone determining the existence of a contract. With the fulfillment of the conditions of "agreement," the contract is declared to be born. As a result, the parties are bound to each other (see Article 1458 jo. 1233 BW), and the strength of a valid contractual bond is as solid as the law for the parties as stated in Article 1338 BW. The agreement must be built healthily without flawed content, which can affect the agreement to be annulled (see Article 1449 BW).

An unintended dispute occurs; however, if it does occur, it must be addressed and resolved adequately, with accuracy in formulating the dispute resolution clause, facilitating the parties to resolve the dispute. Thus far, dispute resolution tends to be carried out through litigation, which is complicated, lengthy, and costly, has an impact on the psychological factors of the parties, and disrupts the business relations pattern of the parties in the future. For this reason, it is necessary to anticipate potential disputes, i.e., formulating contract clauses accurately and carefully and the ability to anticipate various possible risks of disputes in the future, accuracy in making legal choices, choice of forums, domicile and contract dispute resolution mechanisms, in which these choices are in line with the principle of efficiency and effectiveness in the use of time, energy and cost resources in resolving business disputes.

Procurement of government goods/services

The definition of goods according to Article 1 point 29 of Presidential Regulation 16 of 2016 concerning the Procurement of Government Goods and Services as amended to Presidential Regulation 12 of 2021 (in the future referred to as Presidential Regulation 16 of 2018), is every object, both tangible and intangible, movable or immovable, that can be traded, used, exploited or utilized by the user of the goods.

Then according to Article 1, points 30 to 32 of Presidential Regulation 16 of 2018, related services are classified into construction work if they cover all or part of activities including construction, operation, maintenance, demolition, and rebuilding of a building. Meanwhile, consulting services are professional services that require certain expertise in various scientific fields that prioritize thinking. Other services are non-consulting services requiring equipment, special methodologies, or skills in a governance system widely known in the business world to complete a job.

The procurement of goods and services is essentially an effort by users to obtain or realize the goods and services they desire by using specific methods and processes to agree on price, time, and other agreements. Procurement of government goods/services is a process where one of the stages is contract implementation. In summary, the Regulation of Government Goods/Services Procurement Policy Agency Number 9 of 2018 concerning Guidelines for the

Implementation of the Procurement of Goods/Services Through Providers (in the future referred to as Perlem 9 of 2018) in attachment number VII of Contract Implementation, states the stages of contract implementation include:

- a. Determination of SPPBJ
- b. Contract Signing
- c. Submission of Work Location
- d. Work Order (SPMK)/Delivery Order (SPP)
- e. Submission of Down Payment
- f. Quality Program Preparation
- g. Contract Implementation Preparatory Meeting
- h. Mobilization
- i. Joint Examination
- j. Contract Control
- k. Manufacturing Inspection
- l. Job Performance Payment
- m. Contract Amendment
- n. Price Adjustment
- o. Force Majeure
- p. Discontinuation of Contract
- q. Termination of Contract
- r. Granting of Opportunity
- s. Fines and Compensation

Dispute Council

In the resolution of public contract disputes in Indonesia, apart from efforts to resolve disputes through mediation and conciliation, the parties can appoint a dispute council that functions to prevent as well as resolve construction disputes, as stated in Article 93 of Government Regulation Number 22 of 2020 concerning Implementing Regulations of Law Number 2 of 2017 Regarding Construction Services which have been amended to Government Regulation Number 14 of 2021 concerning Amendments to Government Regulation Number 22 of 2020 concerning Implementing Regulations of Law Number 2 of 2017 concerning Construction Services (in the future referred to as PP22).

In Article 94 PP22, the dispute council has the authority to prevent and resolve disputes arising after the parties agree to employ the Dispute Council in the Construction Services engagement clause and draft a tripartite dispute council agreement which becomes an integral part of the construction services engagement agreed by the parties.

The position of the dispute council is as an arbiter and must be odd in number in order to reach a decision, while the duties of the dispute council as referred to in Article 94 Paragraph (3) PP22 are as follows:

- a. prevent disputes between the parties;
- b. resolve disputes by providing professional considerations of certain aspects as needed, or;
- c. resolve disputes through the formulation of formal conclusions as outlined in the decision of the Dispute Council.

The process and decision of the dispute council must be based on the principle of justice in deciding a disputed case, as referred to in Article 95 Paragraph (1) PP22. Furthermore, in Article 95 Paragraph (2) PP22, if there are no objections within a period of 28 (twenty-eight) calendar days, the decision of the disputed council is final and binding on the parties. Furthermore,

according to Article 95 Paragraph (3) PP22, if there is an objection from one of the parties, the settlement can be carried out in the next stage, particularly through arbitration. The work duration of the dispute council is during the contract period or until the dispute council is terminated based on the provisions of the tripartite agreement, as referred to in Article 95 Paragraph (4) PP22.

Concerning the cost of using the Dispute Council, following Article 96 Paragraph (1) PP22, the costs will be charged to the parties in an equivalent amount, with the funding calculation model regulated in Article 96 Paragraph (2) PP22, which can be done on time or a dispute-basis. For the amount, Article 96 Paragraph (3) PP22 regulates the amount based on the unit price of the service determined by the professional association or the relevant technical minister.

Article 32 Paragraph (1) of Regulation of Minister of Public Works and Public Housings Number 11 of 2021 stipulates that the method of selecting the dispute council is carried out through direct appointment by the parties. Regarding the requirements to become a dispute council, Article 26 Paragraph (1) of the Minister of Public Works and Public Housing Number 11 of 2021, the requirements to become a dispute council are:

- a. Indonesian citizens;
- b. Fluent in the language specified in the Contract and Employment Agreement of Dispute Council;
- c. Does not have a direct or indirect relationship with Service Users and Providers; and
- d. Meet the required qualifications

Meanwhile, the qualifications needed to become a dispute council under Article 26 Paragraph (2) of the Minister of Public Works and Public Housing Number 11 of 2021 consist of:

- a. have professional experience in interpreting contractual documents;
- b. have an understanding in the interpretation of Contracts and regulations; or
- c. have experience or understanding of the technical aspects of the work following the contract.

Dona Siregar (2021:5) stated that the appointment qualifications of the dispute council are those who have knowledge of engineering, construction techniques and understand the legal and administrative aspects of construction contracts, including an understanding of the contract model used (procedures for submitting construction claims (if any) and settlement procedures dispute) and have integrity, trustable, respectable and will act impartially. In carrying out its duties, the dispute council must comply with the provisions as referred to in Article 27 Paragraph (1) of the Minister of Public Works and Public Housing Number 11 of 2021, i.e.:

- a. impartial and independent of Service Users and Providers;
- b. avoid conflicts of interest during the tenure of the Dispute Council;
- c. guarantee the confidentiality of information obtained during the period of service in the Dispute Council, except for the information that can be disclosed to the public following the provisions of laws and regulations;
- d. not use the information obtained during the tenure of the Dispute Council other than for the benefit of the Dispute Council.
- e. carry out its activities efficiently, quickly, regularly, and impartially and uphold honesty, integrity, fairness, and unbiasedness;
- f. not communicate to Service Users and Providers other than those permitted in terms of the Contract and Employment Agreement of the Dispute Council; and

- g. other provisions contained in the Dispute Council's Employment Agreement and its attachments.

The dispute council will work from the beginning before the dispute occurs with the employment period during the contract period or until it is terminated based on the provisions of the tripartite agreement.

The implementation process of the dispute council consists of routine and ad hoc activities. Meanwhile, there are several implementation stages for routine activities, i.e., as follows:

- a. The stage of collecting related documents, complete contract documents starting with General Contract Requirements, Special Contract Requirements, General Specifications, Special Specifications, Drawings, Quantity, Price Lists, implementation schedules, and so on required by the dispute council to carry out its duties.
- b. The Dispute Council reads and studies all existing documents to find out possible problems and potential disputes that may occur;
- c. A site visit is to identify better field conditions, where all data are related to the project on this occasion. Field visits include gathering information related to environmental conditions from residents and understanding construction safety procedures;
- d. Meeting which is part of the field visit with the parties, related to the potential claims and disputes from each party;
- e. The meeting is part of a field visit with the parties, held separately to obtain complete data. The first meeting is with the Engineer (if any), then with the Service User, and finally with the Contractor.
- f. The joint meeting is to dig deeper if any data is forgotten or has not been submitted to the Dispute Board. The parties attended this meeting, where the results/conclusions of the field visit were read, and if any, proposals/recommendations were also made to avoid disputes.

Article 6 Paragraph (2) Regulations of Minister of Public Works and Public Housing Number 11 of 2021 stipulates that in carrying out its duties, the dispute council carry out activities consisting of:

- a. draw up a schedule and agenda for the implementation of the Dispute Council duties to be mutually agreed upon by the Service User and the Provider;
- b. reviewing contract documents and their completeness and progress of work;
- c. study the information provided by the parties not only during periodic field visits;
- d. conduct periodic field visits;
- e. prepare recommendations for corrections/improvements to the entire contract document according to professional considerations to avoid disputes;
- f. listen to the opinions of Service Users and Providers in the event of a dispute;
- g. make decisions to resolve Disputes;
- h. prepare reports for each stage of the implementation of the duties and activities of the dispute council;
- i. prepare reports periodically at least 1 (one) time in 3 (three) months and mail them to Service Users and Providers; and
- j. other activities that support the implementation of the duties of the dispute council.

In carrying out its duties of preventing and resolving disputes following Article 9 of the Minister of Public Works and Public Housing Number 11 of 2021, the dispute council carries out work procedures including:

- a. document review;
- b. field trip;

- c. Notice;
- d. hearings; and
- e. giving advice.

The dispute council's recommendations to the parties regarding the following matters:

- a. Differences in interpretation between the parties that may occur after the parties submit a written request to the dispute council to obtain a recommendation for the settlement of the potential dispute;
- b. The Dispute Council may carry out this activity in the field or at their respective domicile;
- c. Communication can be done either directly or through audio-visual devices;
- d. The parties and all members of the disputed council are not bound by the contents of the recommendations submitted (DS may issue conclusions that differ from the recommendations in its decision).

The decision of the dispute council is issued, and its duration is determined by the parties in the dispute council agreement (in the general terms of the dispute council agreement or the procedural rules).

Notary

Article 1 of the Law of the Republic of Indonesia Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary (UUJN) states that a Notary is a public official who is authorized to draft an authentic deed and has other authorities as referred to in this law or based on other laws and in Article 15 UUJN, states as follows:

- a. Notaries have the authority to draft authentic Deeds regarding all actions, agreements, and stipulations required by laws and regulations or desired by those with interest to be stated in an authentic Deed, guarantee the certainty of the drafting date of the Deed, keep the Deed, provide Grosse, copy and the quotation of the Deed, all of which are as long as the Deed drafting is not assigned or excluded to other officials or other individuals stipulated by law.
- b. In addition to the authority as referred to in paragraph (a), a Notary is also authorized to:
 - 1) ratify the signature and determine the assurance of the private deed by registering it in a special book;
 - 2) book a private deed by registering it in a special book;
 - 3) make a copy of the original private deed in the form of a copy containing the description as written and described in the deed concerned;
 - 4) validate the compatibility of the photocopy with the original deed;
 - 5) provide legal counseling in connection with the drafting of the Deed;
 - 6) draft a deed related to land; or
 - 7) make Minutes of Auction Deed.
- c. In addition to the authority as referred to in paragraph (1) and paragraph (2), a Notary has other powers as regulated in the laws and regulations.

One of the instruments to achieve legal certainty is through authentic written evidence regarding acts, contracts, stipulations, and legal events made before or by other authorized officials. Authority is a legal action regulated and given to a position based on the Prevailing Laws. In order to obtain legal certainty, evidence is required to determine the rights and obligations of the parties as legal subjects. The importance of the involvement of the notary in

accomplishing legal certainty and protection is more preventive to prevent legal problems, by drafting an authentic deed made before the notary related to the legal status, rights, and obligations of the parties in law, et cetera, which will serve as the perfect evidence in court, in the event of a dispute over the rights and obligations of the parties concerned.

Habib Adjie (as quoted by Zakia Vonna et al.) stated that the authority of a Notary in Indonesia is attribution in nature where the authority is granted based on Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Positions (UUJN).

Authority of a Notary as a Dispute Council in Dispute Resolution on the Procurement of Government Goods/Services

Disputes are prone to occur in the procurement of government goods/services, especially in the stage of contract implementation. Oliver Hart, as quoted by Zakia Vonna et al., stated that in Incomplete Contract that because the contract is not able to accommodate all the wishes of the parties, both for achievements that are being carried out and for achievements that will be carried out in the future, it is necessary that in a contract to involve the public sector, in this case, the institution that has the authority to resolve later and decide legal issues. In legal institutions, it is known that there are two ways to resolve disputes over legal relations, i.e., through litigation and non-litigation or alternative dispute resolution (APS). The subsequent development of the dispute resolution model involves the dispute council. Currently, involving the dispute council is the best choice because, in the process, it is preceded by preventive actions to prevent disputes that will occur. The lack of disputes will positively impact the contract's implementation, mainly to achieve the desired output in the contract.

Suyud Margono stated that people would not generally express opinions, leading to open conflict. Therefore, it requires another party who can mediate the conflict it encounters. In the contract implementation stage, a Notary's presence as an arbitrator in a dispute over the procurement of goods/services can be accommodated through participation as a member of the dispute council. According to Dona Alisyah Siregar, one of the classifications of dispute council membership is to have knowledge of engineering, construction techniques and understand legal aspects and administration of construction contracts, including an understanding of the contract model used (procedures for submitting construction claims (if any) and dispute resolution procedures).

Regarding qualification, experience from dispute board membership includes experience in relevant legal matters, especially contract interpretation. Article 26 Paragraph (2) Regulation of Minister of Public Works and Public Housing Number 11 of 2021 requires that the dispute council members have professional experience qualifications in interpreting contractual documents and understanding the interpretation of contracts and regulations. A notary as a public official with a law degree background is undoubtedly very understanding of legal aspects, contract administration and can interpret contracts. Thus, he/she can act as a member of the dispute council to avoid disputes related to agreements.

A Notary's authority in drafting contracts for the procurement of government goods/services is not stated in the regulations for the procurement of goods/services. However, the regulation does not prohibit the involvement of a Notary in terms of drafting, signing, and implementing contracts; thus, their involvement will depend on the needs of the parties, both service users and service providers. Suppose the notary is involved in the process of procuring goods/services, especially in the implementation of the agreement, including as a member of the dispute council. In that case, the notary can conduct legal counseling to minimize the occurrence of lawsuits from the parties. The notary will provide legal counseling to both service users and service

providers; thus, they have a common understanding regarding the interpretation of contract clauses.

In carrying out their duties as public officials, notaries have the main characteristics, particularly in their impartial and independent position, it even explicitly said: "not as one of the parties." This impartiality is also the nature of the dispute council where the absolute requirement to become a dispute council is endless impartiality and independence, as Article 27 Paragraph (1) letter a, of the Regulation of Minister of Public Works and Public Housing Number 11 of 2021, where members of the dispute council are impartial and independent of service users and providers. The relationship between the dispute council and the parties must be based on openness and always maintain impartiality and act independently only to realize the purpose of the dispute council, particularly preventing disputes from occurring and resolving disputes should they occur.

When referring to Law Number 30 of 2004 concerning Notary Positions which have been amended by Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Positions in Article 17 Paragraph (1) regarding the prohibition of Notaries, and also Referring to the Notary code of ethics from the Indonesian Notary Association (INI), there is no prohibition against notaries from being able to hold a double job as members of the dispute council, because the dispute council members are not civil servants, state officials, advocates, and also leaders of business entities. According to E. Utrecht, position (ambt) is a permanent work environment (kring van vaste werkzaamheden) that is held and carried out in the interest of the state (public interest). The working system of the dispute council members is not permanent.

It is based on a tripartite agreement between the parties, where their involvement is in terms of site visits, explanation meetings by service users and contractors related to field visits, preparation of field visit reports, carried out at intervals of no less than 70 (seventy) days. The involvement as a member of the dispute council cannot be considered a double job because it is not a permanent job and does not obstruct the notary in carrying out his/her duties as a public official.

Suppose the notary is willing to become a member of the dispute council, then at the initial stage. In that case, the notary shall draft the documents as referred to in Article 33 Paragraph (1) of the Minister of Public Works and Public Housing Number 11 of 2021, i.e.:

- a. signed integrity pact to carry out duties as a member of the Dispute Council;
- b. completeness of curriculum vitae containing experience related to contracts to be handled along with attachments of supporting documents;
- c. approval of the fees to be paid; and
- d. statement of having no direct or indirect relationship with Service Users and Providers.

Article 36 Paragraph (1) of Regulation of Minister of Public Works and Public Housing Number 11 of 2021 states; a Notary who has been elected or agreed upon by the Service User and the Provider shall sign an employment agreement for the dispute council, which is a contract for direct appointment of expert services to the dispute council. The dispute resolution mechanism carried out by a Notary when acting as a dispute council, which in issuing recommendations carries out the following stages of activity:

- a. Request all data from the parties and the Engineer (if any).
- b. Conducting internal meeting of the dispute council.
- c. Meeting with the parties separately.
- d. Internal meeting of the dispute council.
- e. Joint meeting with the parties.

- f. Internal meeting of the dispute council.
- g. Making Recommendations.
- h. Submission of Recommendations.

4 Closing

The position of a Notary as a member of the dispute council in the contract of procurement of government goods/service does not violate the provisions of Law Number 30 of 2004 concerning the Position of a Notary as amended by Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 regarding the position of a Notary and also does not violate the Notary code of ethics from the Indonesian Notary Association (INI). Notaries are authorized to provide legal counseling, which can be implemented by acting as a mediator. The presence of a Notary as a member of the dispute council can prevent disputes and resolve disputes that occur between the parties.

A Notary who acts as a member of the dispute council, when carrying out his/her function as a Notary, then the fully inherent authority is the authority as a Notary and is still subject to the Law on Notary Positions and the Notary Code of Ethics. Meanwhile, when carrying out his/her duties as a member of the dispute council, the fully inherent authority is only the authority as a dispute council.

One of the authorities of a Notary is to draft an authentic deed of agreement. Based on that authority, a Notary has qualifications as a member of the dispute council, particularly having professional experience in interpreting contractual documents and understanding the interpretation of contracts and regulations. Based on this, the presence of a Notary fulfills the requirements needed as a member of the dispute council.

A notary who acts as a dispute council can play an active role in preventing disputes in implementing the contract. Suppose a dispute still arises, then a notary can play a role in resolving disputes by providing professional considerations of certain aspects as needed or resolving disputes through the formulation of formal conclusions as outlined in the decision of dispute council.

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