

THE PRINCIPLE OF GOOD FAITH IN THE AGREEMENT BETWEEN PT PERTAMINA (PERSERO) RIAU BRANCH AND SPPBE PT PUTRA SINDO INDRAGIRI HILIR

ADHYA FEBRI LUTFIANA*¹ and MOCHAMMAD NAJIB IMANULLAH²

^{1,2} Faculty of Law, Universitas Sebelas Maret, Surakarta, Indonesia.

*Correspondence Email: adhyalutfiana@gmail.com

Abstract

This study aims to examine the implementation of the principle of good faith in the agreement between PT Pertamina (Persero) Riau Branch and SPPBE PT Putra Sindo Indragiri Hilir related to the filling and transportation of LPG gas has provided justice for the parties, especially the investors, namely SPPBE. PT Putra Sindo Indragiri Hilir. The research method in writing this thesis is empirical legal research and the data used are sourced from primary data and secondary data. The finding of this research is that the agreement between PT Putra Sindo and PT Pertamina (Persero) Riau Branch provides benefits for both parties, with this collaboration the obligation of PT. Pertamina (Persero) as a BUMN that is responsible for fulfilling LPG needs to the community has been carried out well, in accordance with what is mandated by the government. Meanwhile, from the PT. Putra Sindo, through this collaboration, it can become a business area in economic improvement activities and employment. PT Putra Sindo gets benefits in the form of Filing Fee and Transportation Fee from PT Pertamina (Persero).

Keywords: Standard Agreements, Justice in Standard Agreements, Principles of Good Faith.

1. Introduction

In order to fulfill their various interests, people would do various things, one of them is by making agreements. In general, an agreement is a deal between the parties about something that gives rise to an engagement or legal relationship, rights and obligations. Agreements are essentially binding, this has been stated in Article 1338 paragraph (1) of the KUHP Civil Code, which reads:

“All agreements made legally act as law for those who make them” (Huala Adolf, 2005).

Based on Article 1320 of the KUHP Civil Code, there are 4 conditions for a valid agreement, including:

1. There is an agreement between both parties
2. The ability to take legal action
3. There is an object of the agreement
4. There is a lawful cause.

The development of the times increasingly shows that many agreements in business transactions that occur are not through a deal process between the two parties, but the agreement occurs in a way that one party has prepared the standard conditions in an agreement that has been set for the other party to be mutually agreed upon, even mostly does not give

freedom to the other party to negotiate on the terms to be agreed. Such an agreement is called a standard agreement or standard agreement or adhesion agreement (Sutan Remy Sjahdeini, 1993). However, over time, many cooperation agreements didn't go well and even led to conflicts (Niru Anita Sinaga, 2021). One-sided business practices triggered by the presence and prevalence of standard agreements that don't provide a balance of interests for the parties have created a reaction that leads to the need for a "proper" place for the existence of the principles of good faith and propriety in the making and implementation of the agreement. As stated in Article 1338 paragraph (3) of the KUHP Civil Code, the approval must be carried out in good faith (Ery Agus Priyono, 2016). The position of the parties in the standard agreement is not balanced because the business actor is the party with the strong economy while the consumer is on the side with the weak economy. Business actors as parties with a strong economy are the ones who make the rules contained in the standard agreement, where the rules are sometimes one-sided.

Asas itikad baik menghendaki, bahwa dalam setiap pembuatan perjanjian, para pihak pada dasarnya memiliki kebebasan untuk menentukan isi perjanjian, dengan siapa dia membuat perjanjian, namun demikian setiap perjanjian hendaknya selalu dilandaskan pada asas itikad baik, tidak melanggar peraturan perundang-undangan, serta tidak melanggar kepentingan masyarakat. Keharusan demikian dimaksudkan untuk mewujudkan keadilan para pihak di dalam perjanjian, sehingga tidak terjadi eksploitasi yang kuat terhadap yang lemah (Luh Nila Winarni, 2015). Munculnya berbagai macam perjanjian baku di masyarakat saat ini menjadi sebuah pertanyaan yang serius mengenai pelaksanaan asas itikad baik. Maksud dari itikad baik dalam perjanjian baku yaitu adanya perilaku atau itikad baik antara hak dan kewajiban para pihak dengan syarat dan kondisi yang sama dalam hal ini yaitu perjanjian antara PT Pertamina (Persero) Cabang Riau dengan PT Putra Sindo Indragiri Hilir.

The principle of good faith requires that in every agreement made, the parties have the freedom to determine the contents of the agreement, with whom he agrees, however, every agreement should always be based on the principle of good faith, not violating the laws and regulations as well as the law of the community interests. This requirement is intended to realize the justice of the parties in the agreement so that there is no exploitation of the strong against the weak (Luh Nila Winarni, 2015). The emergence of various kinds of standard agreements in society nowadays is a serious question regarding the implementation of the principle of good faith. The purpose of good faith in the standard agreement is the behavior or good faith between the rights and obligations of the parties with the same terms and conditions, in this case, the agreement between PT Pertamina (Persero) Riau Branch and PT Putra Sindo Indragiri Hilir.

2. Methodology

This study uses an empirical legal research perspective (Bambang Sunggono, 2003) with a qualitative approach, which is a way of analyzing research results that produce analytical descriptive data, in which the data used must be data that has been stated in writing or verbally as well as real behavior, researched and studied as a whole (Mukti Fajar et al., 2010). A research location is a place where observations are made to find knowledge. This research was

conducted at one of the partners of PT Pertamina (Persero) precisely at SPPBE PT Putra Sindo Jalan Sungai Gantang, Kempas District, Indragiri Hilir Regency, Riau. The types and sources of data in this study are primary data, including the 1945 Constitution of the Republic of Indonesia, the Civil Code (KUH Perdata), and Standard Agreements between PT Pertamina (Persero) Riau Branch and SPPBE PT. Putra Sindo Indragiri Hilir Related to LPG Filling and Transportation, Law of the Republic of Indonesia Number 8 of 1971 concerning State Oil and Gas Mining Companies, Law of the Republic of Indonesia Number 22 of 2001 concerning Oil and Gas, Law Number 2 the Year 2017 concerning Construction Services. This study also uses secondary sources of legal materials such as books, journals, articles, and other relevant scientific works from various sources. Techniques/instruments of data collection were carried out by conducting observations (Cholid Nabuko et al, 2005), interviews with Masri Singarimbun et al, 2008), and documentation. Then the data processing analysis technique was carried out in several stages, namely editing (Mohammad Nazir, 2011), classification, verification (Nana Sudjana et al, 2008), analysis, and concluding (Lexy J Moleong, 2006).

3. Result and Discussion

The name of the State Oil and Gas Mining Company, abbreviated as PERTAMINA, hereinafter referred to as the Company, is established an oil and gas mining company, which is owned by the Republic of Indonesia. The company is engaged in the business of oil and gas which includes exploration, exploitation, refining and processing, transportation, and sales (Law of the Republic of Indonesia Number 8 of 1971 concerning State Oil and Gas Mining Companies).

The responsibility for supervising the work and implementation of Oil and Gas business activities in compliance with the provisions of the prevailing laws and regulations rests with the department whose duties and authorities include Oil and Gas business activities and other relevant departments. Supervision of the implementation of Upstream Business Activities based on Cooperation Contracts is carried out by the Implementing Body (Law of the Republic of Indonesia UU Number 22 of 2001 concerning Oil and Gas).

The agreement between PT Pertamina (Persero) Riau Branch and SPPBE PT Putra Sindo Indragiri Hilir was held on August 12, 2011, which was signed by Dzaelani Sutomo as Marketing and Commerce Director of PT Pertamina (Persero) with Zainal as Director of PT PUTRA SINDO. The government urges the use of 3kg LPG gas instead of kerosene, that's why SPBE/SPPBE are needed in Indragiri Hilir Regency. PT Pertamina (Persero) provides an opportunity for anyone who wants to partner to apply. PT Pertamina (Persero) will show the conditions that must be met before carrying out the agreement, then an agreement arises between the two parties, in this case, the agreement occurs between PT Pertamina (Persero) Riau Branch and SPPBE PT Putra Sindo Indragiri Hilir. This agreement is valid for 10 years and has complied with the requirements and agreements of both parties regarding the latest regulations. PT Putra Sindo extended the agreement 1 (one) time related to the filling and transportation of bulk LPG. The existence of an agreement between PT Pertamina (Persero) Riau Branch and SPPBE PT Putra Sindo Indragiri Hilir creates rights and obligations, including:

- **PT Pertamina (Persero)**

1. Rights

- Conduct supervision (right to access data) in the activities of transportation, stockpiling, and distribution of LPG by PT. Putra Sindo.
- Giving sanctions to PT. Putra Sindo if there are things that violate the provisions that have been set.

2. Obligations

- Providing LPG supply to PT. Putra Sindo in the context of distribution to the community in accordance with predetermined rules.
- Bear the costs incurred in these activities (Transport Fee and Filling Fee).

- **PT Putra Sindo**

1. Rights

- Receiving service fees (Transport Fee & Filling Fee) in the context of LPG transportation and distribution activities.
- Receiving access to Technology and Information in the operational activities of LPG transportation and distribution activities.

2. Obligations

- Receiving, stockpiling, and distributing LPG in the context of distribution to the community in accordance with predetermined rules.
- Being responsible for calculating the stock received and distributed as well as the calculation of the remaining stock of existing LPG.
- Ensuring the smooth distribution of LPG to the community (Through 3 Kg LPG Agents) according to the predetermined allocation.
- Maintaining the quantity and quality of Elpiju in SPPBE received from PT Pertamina (Persero) so that it remains in accordance with the amount and quality that has been determined.
- Maintaining all buildings including transportation facilities, as well as equipment and equipment for the SPPBE so that they can be used properly and give a proper appearance and good impression.
- Maintain and re-calibrate the measuring and measuring instruments used in the transportation and distribution of LPG in accordance with the applicable provisions of the Metrology Service and submit a copy of the proof of the results of the re-calibration carried out by the Metrology Service to PT Pertamina (Persero).
- Procurement and installation of accessories for each cylinder filled with LPG by PT Putra Sindo, consisting of a Security Seal Cap and Rubber Seal, and the cost of these

accessories is included in the Filling Fee to be paid by PT Pertamina (Persero) to PT Putra Sindo.

- Providing uniforms as well as work safety and other security equipment needed for its workforce and the SPPBE environment.
- Preparing written reports and Filling Fee collection documents based on the realization of the amount of LPG distribution that has been filled into the tube by PT Putra Sindo to agents who have been appointed by PT Pertamina (Persero) and have LO and Travel Certificates in accordance with the provisions.

The administrative requirements that must be met by PT Putra Sindo regarding the submission of LPG filling to PT Pertamina (Persero) Riau Branch are stated as follows:

- a. Valid LPG Transport and Filling Permit/Certificate
- b. SPA (Surat Perintah Angkut or Transport Order) that has been approved
- c. BPP (Bukti Pengiriman Produk or Proof of Delivery of Products)
- d. LPG Receipt LogBook.

The procedures done by PT Putra Sindo in submitting LPG filling to PT Pertamina (Persero) Riau Branch include:

- a. PT Putra Sindo submitted an SPA (Transport Order) to PT. Pertamina (Persero) in accordance with the capacity of the LPG to be transported.
- b. After the SPA is approved, PT. Putra Sindo fills LPG into the skidtank at the LPG Depot which has been determined by PT. Pertamina (Persero) for further transportation to SPPBE PT. Putra Sindo. What is meant by Depot is the Supply Point of PT Pertamina (Persero) Riau Branch in Dumai.
- c. PT. Putra Sindo performs GR (Goods Receive) if the LPG has arrived at the SPPB location of PT. Putra Sindo as evidence that SPPBE PT. Putra Sindo has received LPG in accordance with the BPP (Proof of Delivery of Products) from the Filling Depot.
- d. PT. Putra Sindo recorded the amount of LPG received for further recognition as LPG stock in SPPBE PT. Putra Sindo

The payment procedure from the agent to PT Pertamina (Persero) is as follows:

- a. LPG, which is a subsidized product, is allocated by the government and PT Pertamina (Persero) based on the total population in an area
- b. Allocation data is shared with agents
- c. Agent penetrates/buys gas to PT Pertamina (Persero). The amount of allocation an agent receives varies depending on the length of time the agent has been operating.
- d. Payment is made through the referred bank, then from the bank the agent will receive proof of payment.

- e. Proof of payment is brought to the depot to be used as a LO (Loading Order).
- f. The LO (Loading Order) was submitted to SPPBE PT Putra Sindo. In the LO (Loading Order) there is a number that can only be used once (an integrated number by the PT Pertamina (Persero) system which works like an electricity token.
- g. After the LO (Loading Order) is handed over to the SPPBE PT Putra Sindo, the SPPBE PT Putra Sindo issues an SPT (Shipping Introduction Letter) through the PT Pertamina (Persero) system as a road condition and proof of handover.

The agreement between PT Putra Sindo and PT Pertamina (Persero) Riau Branch provides benefits for both parties, with this collaboration it is the obligation of PT. Pertamina (Persero) as a BUMN that is responsible for fulfilling LPG needs to the community has been carried out well, in accordance with what is mandated by the government. PT Pertamina (Persero) has the authority to determine the redemption price from the agent to PT Pertamina (Persero). Meanwhile, the Regional Government, especially Disperinda, has the authority to determine prices from agents to the community. The Regional Government and Pertamina determine the HET (Highest Retail Price) which has been approved and signed by the Regent. PT Putra Sindo gets benefits in the form of Filing Fee and Transportation Fee from PT Pertamina (Persero). Filing Fee is the wage paid by PT Pertamina (Persero) to PT Putra Sindo Indragiri Hilir in accordance with the amount of gas filling that is distributed multiplied by the gas price per kilo. Meanwhile, the transportation fee is the wages paid by PT Pertamina (Persero) to PT Putra Sindo Indragiri Hilir calculated by means of the price per kilo of LPG multiplied by the distance taken multiplied by the carrying capacity, where the carrying capacity varies each month. PT Putra Sindo makes written reports and filing fee collection documents to PT Pertamina (Persero) at the beginning of every month. Documents that must be attached in making the monthly report include:

- a. Billing application letter
- b. Transport fee invoices and feeling fees are calculated independently but confirm to Pertamina
- c. PA (Payment Approval)
- d. BA ST (Minutes of Handover) for 1 month
- e. Tax invoice and proof of payment
- f. Authorized person's signature

For example: if there is a signature that is legalized by the Ministry of Finance, it means that the signature by the Director/Commissioner, other than the Director/Commissioner cannot be valid.

- a. Leader's ID card
- b. NPWP Leader
- c. Taxable Employer Confirmation Letter

d. Photocopy of the initial contract that has been extended

At the end of every month, PT Pertamina (Persero) routinely conducts inspections and audits of PT Putra Sindo, as well as calculating the stock of how much gas was transported that month, how much gas was distributed that month, and how much gas was left that had not been distributed that month. Supervision of PT Pertamina (Persero) to PT Putra Sindo is carried out so that the quality of LPG and the smooth distribution of LPG to agents or other 3rd parties is carried out by holding a Checker from PT Pertamina (Persero) sending staff who go directly to SPPBE Putra Sindo to carry out monitoring. In addition, there is also a Call Center and unspecified checks. If there is a shortage/loss of the volume of the amount of gas called Loasis, then based on the contract agreement it is the responsibility of SPPBE PT Putra Sindo. PT Pertamina and PT PPN have carried out their obligations as in the agreement letter. PT Putrasindo does not feel aggrieved by the contents of the agreement made by PT Pertamina. In this case, it shows that there is good faith between the two parties so that PT Putra Sindo extends the agreement with PT Pertamina (Persero). The good faith of PT Pertamina (Persero) / PT PPN towards PT Putrasindo in implementing the agreement is to open up opportunities to expand the SPBE / SPPBE business with Feeling Free compensation and. Transport Fee SPBE/SPPBE also feel helped carry out the government's responsibility to distribute 3kg LPG gas to the community. If there is a shortage/loss of the volume of the amount of gas called Loasis, then based on the contract agreement it is the responsibility of SPPBE PT Putra Sindo. PT Pertamina and PT PPN have carried out their obligations as in the agreement letter. PT Putrasindo does not feel aggrieved by the contents of the agreement made by PT Pertamina. In this case, it shows that there is good faith between the two parties so that PT Putra Sindo extends the agreement with PT Pertamina (Persero). The good faith of PT Pertamina (Persero) / PT PPN towards PT Putrasindo in implementing the agreement is to open up opportunities to expand the SPBE / SPPBE business with Feeling Free compensation and. Transport Fee SPBE/SPPBE also feel helped carry out the government's responsibility to distribute 3kg LPG gas to the community.

The obstacles in the Implementation of Cooperation with PT Putra Sindo and PT Pertamina (Persero) Riau Branch, including:

- There is a delay in the supply of LPG from PT. Pertamina (Persero) to PT. Putra Sindo.
- Incompatibility of calculation of Transport Fee with operational costs incurred by PT Putra Sindo
- And other small obstacles.

Alternative solutions to overcome these obstacles, among others: Mediation and negotiations in fee adjustments and increasing the reliability of the transportation fleet in transportation and distribution, both from PT. Pertamina (Persero) and SPPBE PT. Putra Sindo.

4. Conclusion

The agreement was between PT Pertamina (Persero) Riau Branch and SPPBE PT Putra Sindo Indragiri Hilir. The agreement entered into was a type of adhesion agreement/standard

agreement, namely an agreement in which the content/clause of the agreement is determined by only one party, in this case, PT Pertamina (Persero). PT Pertamina (Persero) will show the conditions that must be met before implementing the agreement. This agreement is valid for 10 years and has been extended 1 (one) time related to the filling and transportation of bulk LPG. So that in carrying out this agreement the rights and obligations of PT Pertamina (Persero) arise with SPPBE PT Putra Sindo Indragiri Hilir. PT. Pertamina (Persero) as a BUMN that is responsible for fulfilling LPG needs to the community has been carried out properly.

PT Putra Sindo gets benefits in the form of Filing fees and Transport fees from PT Pertamina (Persero). The Filing Fee is the wage paid by PT Pertamina (Persero) to PT Putra Sindo Indragiri Hilir by the amount of gas filling distributed multiplied by the gas price per kilo. Meanwhile, the transportation fee is the wages paid by PT Pertamina (Persero) to PT Putra Sindo Indragiri Hilir which is calculated using the price per kilo of LPG multiplied by the distance taken multiplied by the carrying capacity, where the carrying capacity varies each month. 3. Obstacles in the Implementation of Cooperation with PT Putra Sindo and PT Pertamina (Persero) Riau Branch, including:

1. The occurrence of delays in the supply of LPG from PT. Pertamina (Persero) to PT. Putra Sindo.
2. The incompatibility of the calculation of the Transport Fee with the operational costs incurred by PT Putra Sindo and other minor obstacles.

Alternative solutions to overcome these obstacles concluded by the author are: Mediation and negotiations in fee adjustments and increasing the reliability of the transportation fleet in transportation and distribution, both from PT. Pertamina (Persero) and SPPBE PT. Putra Sindo.

Reference

- ❖ Cholid Nabuko et al. (2005). Metodologi Penelitian. Jakarta: PT.Bumi Aksara.
- ❖ Huala Adolf. (2006). Dasar-dasar Hukum Kontrak Internasional. Bandung: Refika Aditama.
- ❖ Lexy J Moleong. (2006). Metodologi Penelitian Kualitatif. Bandung: Remaja Rosdakarya.
- ❖ Mukti Fajar et al. (2010). Dualisme Penelitian Hukum Normatif & Empiris. Yogyakarta: Pustaka Pelajar.
- ❖ Niru Anita Sinaga. (2021). Peranan Asas Itikad Baik Dalam Mewujudkan Keadilan Para Pihak Dalam Perjanjian. Jurnal M-Progres,
- ❖ Sutan Remy Sjahdeini. (1993). Kebebasan Berkontrak dan Perlindungan yang Seimbang Bagi Para Pihak dalam Perjanjian Kredit Bank di Indonesia. Jakarta: Institut Bankir Indonesia.
- ❖ Nazir, Mohammad. (2011). Metode Penelitian. Jakarta: Ghalia Indonesia.
- ❖ Undang-undang Republik Indonesia Nomor 8 Tahun 1971 tentang Perusahaan Pertambangan Minyak Dan Gas Bumi Negara
- ❖ Undang-undang Republik Indonesia Nomor 22 Tahun 2001 tentang Minyak Dan Gas Bumi