

Implementation of physical development construction to increase public service quality

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Abstract

The purpose of this study was to analyze the Indonesia's implementation of the physical construction whether it has been running optimally or not; factors that led to the need for reconstruction of the law on the implementation of physical construction services to improve the quality of public services; construction and reconstruction of the law enforcement of physical development in order to improve the quality of public services that can be applied fairly.

The results of this study shows that the physical construction can not run optimally. In terms of substance, except for the aspects of contract law, Law No. 18 of 1999 on Construction Services gives a fairly complete set of procurement of construction services. In connection with the procurement of construction services, Presidential Decree No. 54 the year 2010 has used the term "construction", the use of this term is different from that used in the Presidential Decree No. 80 of 2003. In terms of terminology, the term chartering services is not appropriate because since the enactment of Law No. 18 In 1999 the term is not used anymore. This type of contract with the object of construction project is the construction work contract and not a contract of chartering building as commonly used before the advent of this law. In order to eliminate inefficiencies, monopoly, and the practices of corruption, collusion and nepotism in the activities of construction services, it must be formulated a principle of openness in greater detail in the articles of arrangement expected to create orderly organization of the activities of construction services that gives availability of a fair chance or opportunity for the public to participate in the implementation of construction work, fair competition among service providers, equality position between service users with the service providers in the rights and obligations, as well as improving legislation compliance.

Keywords: implementation, physical development construction, public service quality

Introduction

Indonesia's reality today is that the national development has not been done properly, this is caused by a variety of things that are quite complex especially concerning law enforcement (law enforcement) that are still weak, the flourish culture of corruption, collusion, nepotism, and the others. All the complexity of the issue has become major influence at the achievement of the national goal.

The field of construction services is very much important at giving birth to the phenomena of social and legal recognition, although there was change paradigm law already, but in real practice it still looks like not in line with the rules that applied [1].

In 1999 the Government made a regulations concerning construction services, that was Constitution No. 18 year 1999 about construction services, followed by three government regulation as a implementation rule, that is: the Government Regulation Number 28 year 2000 about the efforts and role of Community construction services, government regulation of the Republic Indonesia Number 29 year 2000 on the Organization of construction services, the regulation of the Government of the Republic of Indonesia number 30 year 2000 about Organizing Coaching Services the construction and regulation of the Government of the Republic of Indonesia number 04 year 2010 about changes to government regulations Number 28 year 2000 about the efforts and role of

Community construction services [2].

Various laws and regulations in force that has already running has not been oriented on the development of construction services in accordance with their characteristics. This is resulting in less growing business climate that supports optimal improvement of the competitiveness as well as people benefits. In addition, the standard contract used in government contracts leaving only a little to none right for the contractor. This has led to an imbalance in the construction work contract because there is some clause that are deemed to harm the party construction services providers, one of which the problem of fulfilling achievements.

The solution of the construction failure's cases often end up with a lack of clarify who should be held responsible. Each of the parties involved will always try to push away from any responsibility. This is a logical consequence for unique nature of construction projects that involving many people who work as their expertise with a wide range of roles and responsibilities. The fact that each of the parties involved which provide a contribution towards the performance achievement of a product means they have the possibility to give contribution toward building failures. The failure of the building is not only limited to the detriment of owners, but have other consequences such as a dispute which can add to the costs and time that should not be necessary. The demands of the law No. 18/1999 of construction service Jo. Act No. 2 in

¹ Nazarkhan Yasin, *Mengenal Klaium Konstruksi & Penyelesaian Sengketa Konstruksi*, Jakarta: PT. Gramedia Pustaka Utama, 2004, hlm. 226

² Salim HS., *Perkembangan Hukum Kontrak Innominaat di Indonesia*, Jakarta: Sinar Grafika, 2003, hlm. 91

2017 about construction services that requires the failure of a building are incorporated into the contract is one of progress within system national organization of construction especially to fulfill the principle of equality. However it cannot be denied that it is harboring a complex potential problems if the availability of supporting device for applying that legislation, especially related to the issue of the failure of the building not immediately fulfilled.

The failure of buildings and construction failures caused by technical factors as well as non technical factors. Technical factors due to the deviation of the implementation process that did not meet the technical specifications agreed upon in the contract, while more non technical factors because the contract process (Bidding) or not competent business entities, labor, no professional managerial governance between the parties involved in a construction project as well as the weak oversight/supervision.

There are 4 targets purpose of the project, i.e. the economical cost, quality right, on time progress, and safety are met. When one of the project goals is not fulfilled then it can be interpreted that the project experienced a failure. The failure of the construction or the failure of the building is a long process implementation of the work carried out by contractors that does not following the contract, especially the work planning (RKS) and roadmap that has been set. The failure of the construction and the failure of the building caused by the performance indicators project cannot achieved. Based on the above phenomena thee will be reviewed about the problems that need to be researched like has the implementation of physical construction construction running optimally and how implementation of the physical development of construction in order to improve the quality of public services.

Research methods

The author in this research uses the paradigm of positivism, a paradigm that view that the science of the law only deals with mere legislation. This research uses the juridical normative and juridical approach to empirical. The juridical normative approach is done by reviewing and updating to interpret things that are theoretically concerning fundamental, conceptual, doctrinal and legal norms relating to proving criminal cases. As for empirical juridical approach done by field research aimed at the application of the law of criminal procedure in criminal cases.

The data used in this research are divided in to primary data, i.e. data obtained directly from the source, either through interviews, observation or report is an unofficial document that shaped and then processed by the researcher, and secondary data, i.e. data taken from references that consist of 3 (three) source material primary legal materials, namely law, secondary and tertiary.

Primary data collection techniques are done with observation and in-depth interviews with the key informants who have been determined based on the characteristics of the researcher of the study ^[3]. The respondents will be interviewed, among others, Contracting Party and the Office of public works. While secondary data collection, done with the study of

librarianship (documentation) that is potentially experiencing unplanned attempts to obtain data by way of reading, reviewing, classifying and performed an understanding of legal materials in the form of regulations, literature that there is relevance to the issues raised ^[4].

The technique of data analysis of primary data, researchers use technical analysis data type Strauss and j. Corbin ^[5], by analyzing data since researchers are on the field. After that the researchers doing the preparation, categorizing data in the pattern/theme. After data is validated, researchers doing reconstruction and inductive qualitative analysis in order to be able to answer the problem. The data is then analyzed using the advanced interactive model by Matthew b. Miles and Michael a. Huberman which includes three (3) activities, namely the reduction of the data, the presentation of the data and the withdrawal of the conclusion or verification.

Triangulation is a technique used on processing the data, The steps are (1) performs a comparison between the data obtained from observations with data obtained from the results of interviews with informants; (2) conducting a comparison between perception, views and opinions of the public perception, the views and opinions of the researchers; (3) perform a comparison between the results of the interviews with the documents of literature review. After the process of triangulation is done, the researchers assessed the data to determine which one is legitimate to be used as research material.

Results and Discussions

Overview of construction services

According to the law on construction services, construction services are services of planning, implementation, and oversight of a construction's work. Conceptualized as one of construction sector as an economic sector which includes elements of planning, implementation, maintenance, and operations in the form of a transformation from a variety of input material into a form of construction ^[6]. While, according to the Central Bureau of Statistics (BPS), the definition of construction service is an activity that its final product is in the form of building/construction that blends in with the land placed in his position, either used as a place of residence or means of other activities. Construction activities include the planning, preparation, manufacture, mounting/installation, repair, and demolition of the building. Construction activities performed by the general contractor (construction companies) as well as by Contracting specific business units or individuals who perform activities of construction to be used alone).

Construction of Indonesia can be simplified by means of Conceptualized as a representation of the object (product), business processes (process) and actors (people) that move at a rate of micro, meso, and macro in the realm of domestic and global as well as associated with diverse stakeholders. Construction is an important sector in the economy of an country, one of the largest market segment worldwide, an important player in the GDP (Gross Domestic Product/Gross domestic product) of a country, and as a result, is an important

⁴ Soerjono soekanto dan Sri Mamudji, *Penelitian Hukum Normatif, Suatu Pengantar Singkat*, Jakarta: PT Raja Grafindo Persada, 2003, hlm. 25

⁵ A. Stauss and J. Corbin Busir, *Qualitative Research: Grounded Theory Procedure and Technique*, Lindon Sage Publication, 1990, hlm. 19

⁶ F. Moavenzadeh, *Construction in developing countries. World Development*, Vol. 6, No. 1, 1978, hlm. 97-116

³ Lexy J, moleong, *Metodologi Penelitian Kualitatif*, Edisi Revisi, Bandung: PT Remaja Rosdakarya, 2010, hlm. 148

component ^[7].

Construction as an object is described differently as (1) the type of use of the construction, including residential buildings, non-residential buildings, industrial buildings, heavy construction; (2) the type of construction products which includes high rise buildings, low-rise buildings, process and civil buildings, and heavy construction; (3) the type of construction that includes a mix of shopping and hotels (soho), Home Office (rukan), home shop (shop); and (4) the type of construction mixtures such as buildings and housings, infrastructure and other construction.

The perpetrators of the construction are the owner, users, service providers and ancillary service providers. The owner can come from the Government, private, developers, contractors and the community. The main service providers are contractors and subcontractors, consultants (planning, design, checker), suppliers (equipment, materials, labor). While the ancillary service providers are insurance, financiers, intermediary (brokers), legal advisors, warehouse and transportation, and manufacturers (building materials and equipment).

Stakeholders (stakeholders) construction consists of a main stakeholders (owners, users, providers (major and supporting)), regulators, other stakeholders such as the Government of Indonesia, supporting institutions (education, finance, etc.), business competition Supervisory Commission (KPPU), a Community (local, national, global). Every part of the construction system requires an analysis of strategic issues, impact, causes, strategic thrust, and indicators.

Public services

The use of the term public service (public service) in Indonesia is considered to have the common meaning with the term public service or community service. therefore, the terms are used concurrently and have no fundamental differences. The Ministry serves as a system that provides what is needed by the community.

Special characteristics of public service that distinguishes it from private services are:

- a) Most government services in the form of services, and unreal stuff. For example a certificate, license, regulatory, transportation, order, cleanliness, etc.
- b) Always associated with a type of other services, and form an interwoven system of national service. For example in the case of the Ministry of transport.
- c) Internal Customers are quite prominent, as a result of the government organizations orders that tend to be bureaucratic. In the service applies the principle for prioritizing their external customers more than customers internally. But the real conditions in terms of the relationships between government institutions often servicing officers cornered in order to give precedence to their internal customers.
- d) Efficiency and effectiveness of service will be increased in along with the increasing higher public confidence to the Government. Thus also make the increasing role of the public at the activities of the Ministry.

- e) Community as a whole is treated as indirect customers, which is very influential to the development efforts of the Ministry. Urging to improve service by the police is not only done by direct customers (those who have experienced impaired the security problem only), but also by all society stratum.
- f) The ultimate goal of public service was the creation of the order of societies empowered to take care of the issue.

In Indonesia, efforts to set standards of public service in order to improve the quality of public services has actually been long done. These efforts, among others, indicated with the publication of a wide range of policies, including the RI ACT No. 25 the year 2009 about public service. But so far the standards of public service as it is still more are at the level of concepts, while its implementation is still far from expectations. This is evident from the still poor quality of services provided by various government agencies as providers of public services.

In general, the public service in Indonesia ^[8] still have various weaknesses, among others:

1. Less responsive. This happens in almost all levels of service elements, starting at the tiers of service officers (front line) up to a level of responsible agencies. The response to various grievances, aspirations, and expectations are often slow or even ignored altogether.
2. Less informative. A variety of information that should be conveyed to the public, slow or not even up to the community.
3. Less accessible. The various units of the implementing Ministry located away from the reach of the public, so that makes it difficult for those who need such services.
4. Lack of coordination. The various units of the Ministry that are related to one another with very less coordination. As a result, it often happens to overlap or contradiction of policy between one instances of service with other relevant service agencies.
5. Bureaucratic. Service (particularly in procesing the permit) are generally done through processes that are composed and various levels, thus causing the settlement services for too long. In regard to the resolution of a service, the possibility of care staff (front line staff) to be able to solve the problem is very small, and on the other hand the possibility of society to meet with the responsible Ministry, in order to resolve problems that occur when services are provided, it is also very difficult. As a result, various problems the Ministry requires a long time to be completed.
6. Less willing to hear complaints/suggestions/aspiration. Generally, less apparatus has a willingness to hear complaints/suggestions/aspirations and community. As a result, service enforced by what is, without any repair from time to time.
7. Inefficient. Wide range of requirements that is needed (particularly in service permitting) are often not relevant to the service provided

Whereas the purpose of the public service to the community is satisfying the community. In order to be achieved the

⁷ Eleni Sfakianaki, Resource-efficient construction: rethinking construction towards sustainability", Vol. 12 Iss 3 pp. 233 – 242, Emerald Insight (World Journal of Science, Technology and Sustainable Development), (2015)

⁸ Direktorat Aparatur Negara Bappenas, *Kajian Rencana Tindak Reformasi Birokrasi*, 2004.

satisfaction, should change the service quality to excellence seen below ^[9]:

1. Transparency, i.e., services that are open, accessible, and can be accessed by all parties in need as well as adequately prepared and easy to understand;
2. Accountability, i.e., services that can be accounted for in accordance with the provisions of the legislation;
3. Conditional, i.e. services that correspond to the conditions and the ability of the giver and the recipient of services by sticking to principle efficiency and effectiveness;
4. Participatory, i.e., services that can drive community participation in implementing the public service having regard to the aspirations, needs, and expectations of society;
5. Equality, i.e., services that do not discriminate any particular aspect as seen from the tribe, race, religion, class, social status, and others;
6. The balance of rights and obligations, i.e. services that consider aspects of fairness between the giver and the recipient of the public service.

Business Stakeholders & Concession the construction sector

In General, stakeholders of the construction sector comprise five main elements, namely (i) regulators, (ii) owners, (iii) investors, (iv) the provider of construction, goods or services, and (v) consumer construction products in this regard can be as consumers or users ^[10]. However, practically stakeholders, the construction sector is composed of three (3) elements, namely (i) regulator, (ii) consumer construction products, in this case, it can be consumers or users, and (iii) a provider of construction, goods or services. Stakeholders will be different from the scope of its role based on the nature of the procurement of goods and services (commodity) by the public (Government) or private. The role of stakeholders can be distinguished over (i) procurement for a commodity of noncompetition, (ii) procurement of commodities for the competition, and (iii) private procurement for a commodity good competition and competition. Based on these three types of this procurement, a trade concession arrangements will have differences, including setting its investments.

On government procurement (government procurement) for commodities of noncompetition, then the Government will act as regulators and consumers as well as investors. The role of Government in public procurement of commodities noncompetition is huge. In this case, the Government as a regulator can do setting the transaction process and quality assurance ^[11]. Presidential Decree number 80 in 2003 about the implementation of the guidelines for procurement of goods/services the Government is setting the procurement (transaction) the Government's goods and services, whereas for example, Act No. 28 of 2002 on Building instruments for quality assurance is. While the Government's procurement of commodities for the competition, the settings can be done by an independent regulatory body.

The Government has set a formulation of these settings. In this position, the Government is acting as a consumer party. However, the setting of the transaction or the procurement and quality assurance, as well as information and market access is done based on rules set by the Government. This procurement, investments may be made by private parties. In the case of government procurement by involving private investors, then the settings are performed on the basis of presidential decree number 7 in 1998 about the Cooperation of Governments and Private Businesses in the construction and or management of infrastructure. The position and role of the Government in the provision of Government, as well as the necessary arrangements, are very important in the construction sector.

In contrast to the Government's procurement of commodities, both the competition and the competition, for the procurement of commodities to private competition and competition, Government's role is as a regulator. In this type of procurement, private or public act as consumers as well as investors. The setting of this procurement only relates to quality assurance, while the transaction, providing information, and market access are not made arrangements. On private procurement, the consumers (private and public) have no obligation to market access information and settings, including settings for transactions with the business sector.

Government and private procurement to competition and non-competition of the commodity will always intersect with the demand for investment. Government as a consumer to the public procurement, the procurement of financing done by the provision of own funds (BUDGET, loans or export credit). Nevertheless, the Government's procurement of financing can come from the private investment fund and a Fund of the community through joint ventures. Whereas if the private construction products as a consumer, then the procurement of financing through its own funds (savings, the sale of shares) as well as funds ^[12].

The execution of the construction of physical development in order to improve the quality of public services

The early presence of a construction job, when there is an open auction generally are held by an agency of a State or institution represented by Committee of procurement undertaken by the various participants of the auction and was won by one of the service providers who participate in the auction. After the decision, the auction winner then announced who winners of this auction are housed in the Department or agency that held the auction. If within the period of 14 days no party or other auction participants who objected will result in the auction winner then the auction winners have been accomplished at this stage the winner of the final verdict. Then after that, service providers who won the auction of signed a contract called a Construction Work Contract has the meaning is a whole document regulating legal relations between Officials and the service provider commitment Makers in implementing construction work ^[13].

Construction employment contract should at least covers the description as follows:

1. The parties, containing explicitly the identity of parties

⁹ Kridawati Sadhana, M.S, *Etika Birokrasi Dalam Pelayanan Publik*, Malang: CV. Citrab Malang, 2010, hlm. 135.

¹⁰ H.G. Suparto, *Industri Konstruksi Indonesia, dalam Konstruksi: Industri, Pengelolaan dan Rekayasa*, KK MRK ITB, Bandung: Penerbit ITB, 2006, hlm. 16

¹¹ *Ibid.*, hlm. 17

¹² *Ibid.*, hlm. 18

¹³ Interview with Staff at the Ministry of Public Works of the Director General of SDA Serayu-Opak River Basin Management Area, Serayu-Opak Natural Resource Management Unit, dated January 17, 2017.

2. Outline of the work, which contains a clear and detailed description of the scope of the work, the value of work, and time constraints of implementation
3. the protection period and or maintenance, which contains about a period of coverage and or maintenance are the responsibility of the service provider
4. Experts, which contains a provision about the number, qualification and classification experts to carry out construction work
5. Rights and obligations, which contains the user rights service to obtain the results of construction work as well as its obligations to fulfill the provisions enforced by the service provider and the right to obtain information and rewards services as well as its executing construction works
6. Payment method, which contains a provision on the liability of the payment service users in making the results of construction works
7. Injuries of promises, which contains a provision on liability in the event that one party does not carry out its obligations as enforced by
8. Settlement of Disputes, which contains a provision on settlement of disputes procedures due to disagreement
9. Termination of contract of construction work, which contains a provision on termination of employment contract of construction incurred due to the fulfillment of obligations cannot be one of the parties
10. The State force (force majeure), which contains a provision about the incident which occurred outside of the willingness and ability of the parties, which cause harm to either party
11. The failure of the building, which contains a provision on the liability of the service provider and/or service users over the failure of the building
12. The protection of workers, which contains the provisions on the obligations of the parties in the implementation of the safety and occupational health as well as social security
13. Environmental aspects, which contains the obligation of the parties in the fulfillment of the conditions of the environment.

Organizing the procurement of construction in Indonesia have been regulated specifically in Act No. 18 year 1999 regarding construction and Services has been revised with law No. 2 year 2017 about construction services. In terms of its substance, except as regards the establishments-law contract, Act No. 18 year 1999 regarding the construction services have been replaced by law number 2 year 2017 about fairly complete construction services regulates the procurement of construction services. In connection with the procurement of construction services, Regulation No. 54 year 2010 has been using the term "construction work", the use of the term is different from that used in the Issued No. 80 year 2003. Of the terminology, the term service is chartering does exactly cause since the enactment of law No. 18 of 1999 this term is not used anymore. The type of contract with a job object construction services construction and employment contract is not a contract of chartering the building as commonly used prior to the inception of this Act.

The imbalance between limited construction work or projects and service providers result in the provider bargaining position is very weak. With a large number of service providers and

public services do your users a choice. The presence of worries to not getting any work auctioned by users or by owners of the project causing service providers willing to accept construction contract made by users of the service. That during the tender process usually service providers are reluctant to ask things that are sensitive but it is important as the availability of funds, the contents of the contract, the payment service provider, smooth running scared of it included in the black list. Public service renewal and reform is very important at a time of austerity and uncertainty^[14].

The absence of a clausula what should be listed in the same between projects with one another and between one government agencies with other government agencies including the content of the contract is in the manufacture of the Construction Work Contract make any Commitment Maker Officials in determining any of the contents of that contract. Officials have authority Commitment Makers in making the construction employment contract based on the presidential decree number 80 year 2003 about the implementation of the Guidelines for the procurement of goods and services of the Government. However, the interpretation will be the sense of presidential decree number 80 year 2003 about the implementation of the Guidelines for the procurement of such goods and services as the basis in the manufacture of the construction work contract appears blurry. Between each commitment maker officials always interpret different going conditions of presidential decree number 80 year 2003 about the implementation of the Guidelines for the procurement of goods and services. This aberration will occur feared performed by the makers of the commitment of a project in terms of making a contract construction work.

The contents of the contract construction service contract is based on raw or based on regulations or legislation that have been made previously by the Agency Procurement Policies Government goods/services (LKPP) and blended into a form the agreement will become binding between service providers and makers of construction commitment. It said the contract due to raw in the manufacture of construction work contract, a provider of construction services is not involved and only designed unilaterally by the authorities as LKPP.

In this case, when providers of construction services approved the content of the contract, then they should sign a letter of agreement which is part of construction contract and must not offer or amend clauses that already exists. As for the content of the letter of agreement for the implementation of construction works contain the identity of the parties, the date of signing of the contract, the total contract price, terms and phrases in the letters of agreement, about contract documents, the rights and obligations of the parties, the date of entry into force of the contract^[15].

The construction work contract gives the setting that in carrying out its work of each service provider should be based on the construction of employment contract that's has been signed. In making the construction employment contract made by the acting head of the Office, namely Commitment Maker/units of work/project leader/project section leaders as

¹⁴ John Wilkins, (Schulich School of Business, York University, Toronto, Canada)Stewardship of public service renewal and reform, 2014

¹⁵ Wawancara dengan Staf pada Kementerian Pekerjaan Umum Dirjen SDA Balai Besar Wilayah Sungai Serayu-Opak SNVT, Pelaksana Pengelolaan SDA Serayu-Opak, tanggal 17 Januari 2017.

the owner of the work is responsible for the procurement of services in an environment of Office/Unit/section/project work/projects. In any construction work contracts making the contractors as providers are never involved in the manufacture of the construction work contract. Any existing settings in the contract are determined by the contents of the Functionaries of such Commitment Makers. Thus any specified in the contract service providers must comply. But between each department or agency that has a project, the manufacture of the construction work contract is never the same, between provisions as well as the content in the contract ^[16].

The concept of the initial contract situation may seem to make sense though specific principles put forward was rejected. To that end, maintaining the most appropriate conception of a situation does indeed affect the principles of equality that go against Utilitarianism and perfectionism. Therefore, the doctrine of the contract provides an alternate view. Although there is disagreement, this contract method is a useful way to learn theories of ethics and their fundamental assumptions ^[17]. Among other national development can be realized through the efforts of encouraging the growth and development of construction services are steady, increasing the reliability and competitiveness of national construction services, which was expected to improve the efficiency and effectiveness of the Organization of the construction work. With the ability of national construction services is expected to materialize the increased use of the national production of goods and services, so that it is able to support the increased acceptance and use of the country's foreign exchange savings, as well as support the expansion of the field of business and employment opportunities.

A key factor in the development of national construction services is the upgrade effort, accomplishing the orderly conduct of the construction work, as well as an increase in the role of society as active and independent in carrying out the second. The upgrade effort sustained by increased professionalism and improvement of efficiency of the effort. While accomplishing the orderly organization of construction work can be achieved inter alia through the fulfillment of rights and obligations and the existence of equality of positions of the parties concerned.

One of the bases of law number 18 year 1999 about construction services that animate Government Regulation Number 29 year 2000 on the Organization of construction services are the basis of mutually beneficial partnerships. The principle can be realized with the Association more closely into one efficient and effective unity between different service providers. Such partnerships while providing business opportunity means getting bigger without neglecting the norms as well as the benefit of efficiency and effectiveness.

In addition to the principle of partnership, another important principle and fundamental is the basis of safety and security for the benefit of the community, nation, and State. These safety and security need to be seen, both in terms of business or professional capability requirements in order to develop professional entrepreneurs capable of embodying the orderly

conduct of the construction work by producing a quality building.

This safety and security aspects described in Chapter the binding, such as the requirement of the existence of protection and safety, both for service providers, service users, as well as the community, accompanied by demands to cultivate the culture of environmentally conscious, so that the entire provision would create a safe working environment and ensure safety for the parties.

In order to eliminate inefficiency, monopoly, and practice – the practice of corruption, collusion, and nepotism in the activities of construction services, has formulated the principle of openness in more detail in the articles of arrangement that is expected to embody an orderly organization of activities in the construction services providing a fair chance or opportunity for the community to participate in the Organization of the work of construction services, the healthy competition between the service providers position of equality among users, the service with the service providers in the rights and obligations as well as improved compliance will be laws-invitation.

Fix the law through a conscious effort of law i.e. the law deems necessary in developing the inherent strength. Of the idea of freedom to open or manifest itself had been moved and had to keep moving away from institutions, rules, and doctrine in which the rights and obligations of a person is a consequence of the condition in which he found himself. Institutions, Regulation and the doctrine, born of the obligation of the individual and the law knowingly and freely are a consequence of the will to act ^[18].

In order to achieve the goals mandated Act No. 18 year 1999 regarding construction service Jo. Act No. 2 year 2017 about construction services, namely, a national company that is able to show its commitment to the Organization of construction services in the form of an increase in the ability of the personnel, technology and capital his efforts in Indonesia, then national companies to be given the opportunity to compete in the auction process by remaining mindful of the principle of honesty and fairness, balance, openness, and partnership as well as the criteria of cost, quality, schedule and should not cause the effect of protection (non-tariff barrier), as well as other provisions, are governed by Act No. 9 year 1995 concerning small business as well as Act No. 5 year 1999 concerning the prohibition of Monopolies and competition Practice Efforts is not healthy.

In the face of international competition, then that should be taken i.e. embody professionalism and ability of the competitiveness of the construction services business aligned with the perpetrator-perpetrators in the international market. From the corporate world construction services is expected to grow awareness of the capacity of effort, expertise, and skills through Setup and efforts. While the Government is providing support in the form of empowerment and regulation or utilize Government projects as a vehicle for improving the ability of business, skills, and expertise. The Government measures are in line with the various international and regional agreements that have been ratified.

¹⁶ *Ibid.*

¹⁷ Bakti Trisnawati, Gunarto Dan, Anis Mashdurohatun, *The Legal Protection To The Owner Of Registered Mark Based On The Value Of Justice*, International Journal Of Business, Economics And Law, Vol. 11, Issue 4 (Dec.) Issn 2289-1552, 2016, hlm. 116

¹⁸ *Ibid.*, hlm. 115

The concept of governance can be an answer to the execution of the construction development that can improve the quality of public services. According to Stoker (1998), the governance concept refers to the development of the style of rule in which the boundaries between and among the public sector and the private sector become blurred ^[19]. Obscuration of the boundaries is in line with the needs of the modern State to further involve political mechanism and a recognition of the importance of the issues concerning the empathy and feelings from the public to get involved so as to provide the opportunity for the presence of mobilization both socially as well as politically. This then makes the participation through the development of networks between Government and society is becoming a very important aspect for sustainability a legitimacy of policy ^[20].

The concept of governance and then develop into good governance as we know it today in order to distinguish the implementation, between the "good" and the "bad" ^[21]. Governance involves not only the State (Government) but also the private sector and civil society. All of which is an actor who had a role as important in an organization of the Government. The State (Government) was instrumental in creating the political and legal situation conducive; the private sector plays a role in creating jobs and income; and civil society play a role in facilitating the interaction of social and political mobilization for the individual or community groups to participate in the activity, economic, political and social ^[22].

Conclusion

Officials have authority Commitment Makers in making the construction employment contract based on the presidential decree number 80 in 2003 about the implementation of the Guidelines for the procurement of goods and services of the Government. However, the interpretation will be the sense of presidential decree number 80 in 2003 about the implementation of the Guidelines for the procurement of such goods and services as the basis in the manufacture of the construction work contract appears blurry. Between each commitment maker officials always interpret different going conditions of presidential decree number 80 in 2003 about the implementation of the Guidelines for the procurement of goods and services. This aberration will occur some fear performed by the makers of the commitment of a project in terms of making a contract construction work.

Implementation of Constricting physical development to enhance the quality of service required of the public some of them eliminate inefficiency, monopoly, and practice – the practice of corruption, collusion, and nepotism in the activities of construction services, the need to formulated principle of openness in more detail in the articles of arrangement that is

expected to embody an orderly organization of activities in the construction services providing a fair chance or opportunity for the community to participate in the Organization of the work of construction services, healthy competition between the providers of services, equality of position between service users with service providers in their rights and obligations, as well as enhancing compliance will be legislation. In order to achieve the goals mandated Act No. 18 of 1999 regarding construction service Jo. Act No. 2 of construction service in 2017. Thus national companies to be given the opportunity to compete in the auction process by remaining mindful of the principle of honesty and fairness, balance, openness, and partnership as well as the criteria of cost, quality, schedule and should not cause the effect of protection (non-tariff barrier), as well as other provisions, are governed by Act No. 9 of 1995 concerning small business as well as Act No. 5 of 1999 concerning the prohibition of Monopolies and competition Practice Efforts is not healthy. In addition, the concept of good governance also has an important role in improving the quality of public service in the field of construction.

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