
**PENALTIES FOR DELAYED CONTRACT COMPLETION IN THE
SAMBAS DEPARTMENT OF PUBLIC WORKS AND SPATIAL
PLANNING: AN ISLAMIC LEGAL PERSPECTIVE****Uray Elin Farlina**

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ABSTRACT

The government's procurement of goods and services entails inherent rights and responsibilities for all parties involved, including government entities, individual contractors, and organizations. Within the Department of Public Works and Spatial Planning in Sambas, delays in contract execution are a common occurrence, leading to the imposition of penalties on contractors. In Islamic jurisprudence, it is emphasized that lease agreements should explicitly specify both the duration and compensation at the outset of the contract, rather than after work has commenced. Deviations from these contractual terms are considered religiously impermissible. This research has two primary objectives: (1) to investigate the application of penalties for contract delays within the Department of Public Works and Spatial Planning in Sambas, and (2) to assess the conformity of these penalties with Islamic law. This study adopts a field research approach and employs a descriptive analytical method for data analysis. The study findings indicate that (1) the Department of Public Works and Spatial Planning in Sambas conducts thorough investigations, assessments, and surveys before imposing penalties for delays, in compliance with regulations outlined in Presidential Regulation No. 16 of 2018, Article 79, paragraph (4); (2) The penalties for contract delays do not entirely align with Islamic law, primarily due to disparities between the agreed-upon timeframe and the actual execution, potentially rendering contracts invalid in the context of construction service agreements and *Ijaratul a'mal*.

Keywords: *Penalties, Delays, Contracts, Executors, Department of Public Works and Spatial Planning in Sambas*

INTRODUCTION

Muamalat activities in an Islamic perspective include various regulations that regulate human life, especially in economic and development aspects. The regulation emphasizes that successful development requires an understanding of classical and modern development concepts as well as the experience of

countries that have succeeded in development (Bukhari, 1977; Fitria, 2016). Border areas, such as Sambas Regency in Indonesia, often have their own characteristics and high levels of vulnerability in development. Therefore, the priority of infrastructure development in border areas, including Sambas Regency, is considered important to improve community welfare (Rahardjo, 1983; Rani, 2012).

Sambas Regent Regulation No. 1 of 2019 technically regulates the implementation of development in the field of public works and spatial planning in Sambas Regency, where the Public Works and Spatial Planning Office (Dinas PUPR Kabupaten Sambas) has the responsibility of carrying out government affairs related to infrastructure, water resources, building planning, spatial planning, and construction services. This is done in accordance with applicable regulations, with the aim that state and regional budgets are utilized effectively, efficiently, and on target. In addition, Presidential Regulation Number 12 of 2021 concerning the procurement of government goods/services emphasizes achieving optimal results and supporting the local economy. In the context of government procurement of goods/services, there are rights and obligations attached to the government and project implementers, in accordance with the regulation. Project implementers, as contractors hired to run the project, have an obligation to ensure the fulfillment of contract requirements (Sambas Regent Regulation No. 1 of 2019).

The implementation of the project with a collective labor agreement, as provided for in Article 1313 of the Civil Code, regulates the contractual relationship between the executor and the client. These principles are also affirmed in the Islamic view, where the agreement of the lease contract must follow the terms of the contract that has been agreed before execution, not after. If it is not in accordance with the provisions of the contract, it is not religiously justified (Harahap, 1982). The condition is considered to have legal consequences if the condition is required by the agreement or if the condition contains an advantage and has become a necessity for the community, especially the parties to the agreement. The legal basis of the contract is found in the Qur'anic verse Surat al-Maidah 1 As the word of Allah Almighty:

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ ۗ أُحِلَّتْ لَكُمْ بَرَايِمَةُ الْأَنْعَامِ إِلَّا مَا يُتْلَىٰ عَلَيْكُمْ ۗ غَيْرَ مُجَلِّي
الصَّيْدِ وَأَنْتُمْ حُرْمٌ ۚ إِنَّ اللَّهَ يَحْكُمُ مَا يُرِيدُ

Translation: O believers, fulfill the aqads. It is lawful for you to be livestock, except those that will be read to you. (That is) by not allowing hunting when you are doing Hajj. Indeed, God establishes laws according to His will (Ministry of Religious Affairs, 2012: 156).

Non-compliance with the terms of the contract is declared as religiously impermissible (Subekti dan Tirtosudibio, 2004; Harahap, 1992). This reflects the importance of regulations in the development and procurement of government goods/services, as well as muamalat aspects involving rights and obligations at every stage of implementation. Performance of a contract is that of an obligation that must be performed on time, and default is the performance of an obligation that is carried out untimely or improperly. But on the other hand, according to Shafi'iyah scholars, in *ijarah* contracts should not combine time and workpieces because it causes *gharar* (Harahap, 1982). Some scholars argue that the execution of the contract is sometimes successful before the expiration of the agreed lease term, then the tenant lives there for the rest of the time, there are additional payments agreed in the contract, sometimes the tenant cannot complete the work in accordance with the specified time. So if he finishes it later, it means that he completes or works outside the agreed time. However, if he does not do it (does not complete) then this means that the work required by the contract will not be completed. Here it is *gharar* (unclear) (Qudamah, tt). It is clear from the above expert opinion that the contracts made by the executors for some of these projects are not in accordance with the applicable regulations and even violate the rules of Islamic law, because there is a difference between the contracts regarding the date of completion by the executor, so that the agreement is void or terminated.

Sanctions or fines that have been applied to the implementation of government procurement of goods and services refer to positive law, and have not considered the perspective on Islamic law. Differences in the opinions of some experts, scholars and field reality are interesting things to study in this study. Based on the above problems, this study aims to examine fines for late contract completion based on the perspective of Islamic law in government programs, especially at the PUPR Office of Sambas Regency. This research is expected to contribute to improving the mechanism for implementing sanctions or fines, especially within the scope of the Public Works and Spatial Planning Office in Sambas Regency.

METHODOLOGY

This study used primary data and secondary data. The primary data collected is in the form of data and information regarding the procurement process of goods and services within the scope of the Sambas Regency PUPR Office and other matters related to the purpose of research. The primary data obtained by the researcher were sourced from parties involved in the implementation of fines carried out by the Sambas Regency Public Works and Spatial Planning Office, including: (1) Head of Service; (2) Commitment Making Officer (KDP); (3) Head of Field; (4) Consultants; and (5) Executors. Secondary data collected in the form of data and information as data to support research in the form of statistical data, demographics, official annual reports and scientific journals related to research objectives. The focus of this research object is limited to the implementation of the procurement of goods and services organized by the Public Works and Spatial Planning Office of Sambas Regency, which is focused on the implementation of work that is delayed and subject to sanctions in the form of fines. The informants in this study consisted of job executors (contractors) and supervisory consultants, as well as organizers of the procurement of goods and services within the scope of the Sambas Regency Public Works and Spatial Planning Office (Head of Service, Commitment Making Officer, and Technical Implementation Officer of Activities). Data collection using questionnaires or questionnaires that have been prepared as an in-depth interview guide to informants.

RESULTS AND DISCUSSION

A contract or employment agreement is a complex agreement because it regulates many aspects both legally and technically about the procurement process of goods and services. Goods and services procurement agreements are often made in the form of standard contracts, where a contract has been prepared in advance by one party and the other party is only faced with the choice to accept or reject the agreement. A contract that has been agreed upon, of course, there are things to be achieved in accordance with the agreement of the parties, but in its implementation, things that have been arranged and agreed upon cannot always run well.

Performance of contracts means that every believer is obliged to keep his promises, agreeing in word and deed unless it is a matter of character. Everything that is halal is haram or forbidden halal. According to M Yahya Harahap, default in general is the implementation of an obligation that is carried out untimely or improperly. According to Shafi'iyah scholars, in *ijarah* contracts should not combine time and workpieces because it causes *gharar*

(ambiguity). Some scholars argue that sometimes it works before the expiration of the agreed lease term, then the tenant stays there for the rest of the time, there are additional payments agreed in the contract, sometimes the tenant cannot complete the work according to the specified time. So if he finishes it later, it means that he completes or works outside the agreed time. However, if he does not do it (does not complete) then this means that the work required by the contract will not be completed. Here comes *gharar* (unclear). It is clear from the above expert opinion that the contracts made by the executors for some of these projects are not in accordance with the applicable regulations and even violate the rules of Islamic law, because there is a difference between the contracts regarding the date of completion by the executor, so that the agreement is void or terminated.

Phenomena and realities in the field are not in accordance with some of the expert opinions and regulations above, which include the non-implementation of several contracts and projects that do not meet the grace period specified in the contract and can cause fines imposed on the implementing party (executor) and must be paid to the organizer (Government). This can be seen in the case of procurement of regional facility development projects, such as the implementation of a project in Sabung Village, Subah District, Sambas Regency. For this case, a company has been appointed, namely CV. URAIQITH as executor of work or executor. The project implemented is the Normalization of the Trans SP 1 River in Sabung Village, Subah District. The executor must understand what his duties are and his rights and obligations. In addition, the implementer must understand the regulations that have been agreed upon by both parties. However, in the process of procurement of goods and services, there are several methods carried out by the government, including the public auction process and direct appointment through goods and services procurement officials.

In the implementation of the Trans SP 1 River Normalization work in Sabung Village, Subah District, the executor has received a contract through direct appointment and an agreement has been agreed that the implementation of the work must be completed within 90 days. In the contract, the executor is given an implementation time from July 15, 2022 to October 12, 2022. The implementation of the work uses an excavator as its main tool, but the executor does not have an excavator tool, therefore the implementing party must rent an excavator tool, along with the excavator operator. In the implementation of the Trans SP 1 River Normalization work in Sabung Village, Subah District, the implementer encountered an obstacle where during the implementation of the work there was damage to the main equipment

(excavator) caused by *human* error or due to operator error when operating the excavator. Thus, the executor was forced to stop the implementation of work until the excavator was repaired. As a result of these conditions, it has resulted in a delay in the completion of work for 10 days or there has been a default. Referring to the contract that has been agreed, the executor will be subject to a fine. The amount of fines imposed on the executor of the work is calculated according to the number of days of delay.

Granting Fines for Late Contract Completion at the PUPR Office of Sambas Regency

Fine is a sanction given to the Provider of goods/services for negligence or delay made in working on the project and the time that has been mutually agreed between the Procurement Officer of Goods/Services and the Provider of Goods/Services. The provision of fines to providers of goods and services is not arbitrary, it must be done to prevent delays in the completion of the contract, which can be done through several steps that can be done, including: *first*, Periodically monitoring the progress of the project, This involves regular monitoring of the implementation of work, use of resources, and achievement of time targets. *Second*, Evaluate work with consultants and implementers. In this case, it is necessary to conduct periodic evaluations of the quality of work carried out by implementers, as well as discuss with consultants about project progress and necessary improvement efforts. *Third*, conduct regular coordination meetings. This meeting can involve related parties, including implementers, consultants, and internal parties of the Sambas Regency Public Works and Spatial Planning Office. The purpose of this meeting is to coordinate, identify obstacles or problems that arise, and find appropriate solutions to maintain the smooth running of the project (Interview, Mr. Rachmad Robbi, Sambas, May 9, 2023).

To minimize the risk of late contract completion, customers must develop strategies that can be done, including:

Service providers must work according to the schedule made so as to minimize the possibility of delays in work in the field (Interview, Mr. Robi Hidayat, Sambas, May 10, 2023).

The Executor also evaluates and improves their performance after being fined for late contract completion at the Sambas Regency Public Works and Spatial Planning Office, as stated by the Executor, that:

Speed up the process of completing work and create a new schedule, asking for complete and real drawings to the Consultant.

Increase manpower so that work can be completed quickly. Together with consultants and PU people calculate the weight / volume of work per day or per week. Adding appropriate equipment and materials sent by suppliers must be in good condition so that the work can be quickly completed and the quality of work can be maintained (Interview, Mr. Robi Hidayat, Sambas, May 10, 2023).

Efforts or initiatives carried out by the Technical Implementation Officer of Activities (PPTK) in facilitating implementers to overcome and reduce delays in contract completion at the Public Works and Spatial Planning Office of Sambas Regency, are also carried out:

Efforts carried out as early as possible provide directions/Warning Letters if there are delays in the progress of implementation of certain work items, so that an evaluation meeting is held together with the Public Works Office and spatial planning of Sambas Regency, Implementers and Implementers so that project delays can be avoided (Interview, Yunizar, Sambas May 9, 2023).

The fines imposed for late completion of contracts have an impact on the quality of work carried out by implementers at the Sambas Regency Public Works and Spatial Planning Office, as stated, that:

That is obvious, meaning that the completion of the work is done in a hurry. So the quality of work is doubtful because of the reduction and decrease in productivity in the completion of the work. Speck or RAB work that has been mutually agreed upon must often be supervised by the PU so that the quality of work is maintained. Consultants and PU people must calculate the Volume / Weight of work whether it is appropriate or not (Interview, Mr. Robi Hidayat, Sambas, May 10, 2023).

The Commitment Officer makes criteria or indicators used by the Commitment Officer in determining about a delay in the completion of a contract justifying the imposition of fines at the Public Works and Spatial Planning Office of Sambas Regency, as disclosed, that:

Criteria/Indicators; if the Executor is unable to complete the work by the contract end date in accordance with the sound of the work in the contract (Interview, Samiat, Sambas, May 11, 2023).

The relationship between sanctions and fines for delay between fines for delay is related to the quality of work, as conveyed by the Head of the PUPR Office of Sambas Regency, that:

There is no relationship between fines for late contract completion and the quality of work carried out by implementers at the Sambas Regency Public Works and Spatial Planning Office (Interview, H. Rachmad Robbi, Sambas, May 9, 2023).

The delay in the completion of the contract varies, this was revealed by Mr. Rachmat Robbi, that:

Among the factors that caused delays in contract completion at the Sambas Regency Public Works and Spatial Planning Office include, first, the late mobilization of equipment and material resources. Second, the results of work that must be redone/improved due to non-achievement of quality/quality (Interview, H. Rachmad Robbi Sambas, May 9, 2023).

Thus, there are several factors for delays in contract completion at the Public Works and Spatial Planning Office of Sambas Regency. Two of them are: *First*, the late mobilization of tool and material resources. This can happen if the procurement or supply of tools and materials needed for the project experiences obstacles or difficulties. For example, if the procurement process is hampered by logistical issues or inadequate supplies, this may result in delays in starting work or smooth project progress.

Second, the results of work that must be redone or improved due to non-achievement of quality or quality. If the work that has been done does not meet the quality or quality standards set, additional time is needed to make repairs or overhaul the work. This can result in delays in the completion of the contract, as the work must be repeated or repaired to conform to predetermined specifications.

There are several factors that cause delays in the completion of the work contract, including internal factors, namely delays in project work caused by the executor, project owner and consultant, as well as external factors, the costs required, work time and late payments can affect the performance of the implementer. The limited number of workers means that it is not in accordance with existing work activities, equipment that is not supportive and materials that are not appropriate or not suitable for the job (Interview, Robi Hidayat, Sambas, May 10, 2023).

Basically, the determination of fines against Executors who delay the work on the contract, must have expediency and effectiveness in its implementation. The application of fines imposed on executors has proven effective in minimizing delays in contract completion at the PUPR Office of Sambas Regency. The imposition of fines encourages implementers to be more responsible for the completion of the project in accordance with the predetermined time. The existence of fines as a consequence of delays can provide incentives for implementers to maintain the quality and smooth progress of work. The fine also plays a role in creating discipline and adherence to the contract completion schedule. Implementers will strive to avoid such fines by optimizing the use of resources, setting more realistic schedules, and improving work efficiency. In addition, the application of fines signals to executors that delays in the conclusion of contracts will not be ignored and there will be serious consequences. This can affect the motivation and awareness of the executor to complete the work on time.

In the application of fines for late completion of previously agreed work must be based on fairness and transparency, as stated by the Acting Head of the PUPR Office of Sambas Regency that based on the signed contract agreement, the executor has violated the agreement, the executor accepts the decision given by the KDP to the executor / executor for work that is not completed on time so that it must pay a fine, This is already very fair and very clear. Because based on the results of the report on the volume / weight of work by consultants in the field that the work has not been completed until the end of the contract period (Interview, Robi Hidayat, Sambas, May 10, 2023).

The effectiveness of the use of fines as an instrument in encouraging the executor to complete the project on time at the Sambas Regency Public Works and Spatial Planning Office, is also important, because fines are imposed if the executor cannot complete the agreement by the end of the contract date. According to the contract, the Executor must pay a late fee of 1/1000 per day (Interview, Samiat, Sambas, May 11, 2023).

Application of fines as a control mechanism for late contract completion at the Sambas Regency Public Works and Spatial Planning Office How is the executor's perception of sufficient effectiveness, in this case the Executor is required to complete his work on time, if there is a delay in work, the Executor must have a strong basis and evidence. Based on real conditions in the field, Implementers, Consultants and PUPR Office people calculate the volume of work in the field. The application of fines can have a deterrent effect and a

positive impact on the completion of work. Obstacles that occur in the field must be solved and resolved together to improve the quality of work done. The contracted clause imposes a late work fine of 1/1000 per day of the contract value in accordance with the rules of the Late Work Fine based on Presidential Regulation 16 of 2018. At the signing of the contract, it has been agreed between the third party/executor and the Power of Attorney for the Budget user/KPA of the PUPR Office Person.

Comparing the amount of fines imposed and the losses suffered by the Sambas Regency Public Works and Spatial Planning Office due to late contract completion, it is stated that: the losses are not too significant. The decision-making process in determining the amount of fines for late contract completion through the following stages: (1) Field investigation, hospitalization of work and assessment of the last work results (contract end date); (2) Coordination between the Commitment Making Officer, the Executive and the Supervision Consultant towards the final assessment of the work; (3) Determination of the amount / value of the penalty for late work according to the contract which is 1/1000 times the contract value per day of delay. Furthermore, there are policies or regulations governing the use of fines for late contract completion referring to Presidential Regulation No. 16 of 2018, article 79 paragraph (4). This policy/regulation strongly supports effective supervision and enforcement of fines, as stated in the terms of the contract.

Fines for late completion of contracts according to Islamic law

All legally made agreements are valid as laws for those who make them. This principle of freedom of contract has allowed developments in treaty law, the parties can create their own form of agreement provided that the agreement made does not contradict the law, public order and decency. In accordance with the provisions in Islam as explained among the institutional foundations of the principle of freedom of contract in Islam seen from the verses Al-Quar'an and Qawa'id Fiqhiyah among them is the legal basis of the Qur'an. Surah Annisa Verse 29.

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالِكُمْ بِلِبَاطِلٍ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ
مِنْكُمْ ۗ وَلَا تَقْتُلُوا أَنْفُسَكُمْ ۗ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

It translates: "O believers, do not eat one another's property in a false way, except by the way of business which Happens consensually among you. and shalt not kill yourselves,

Verily, God is merciful to you. (Q.S Annisa verse 29)."
(Ministry of Religious Affairs, 2012: 84).

Further explained in surah al-Maidah Verse 1:

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ ۖ أُحِلَّتْ لَكُمْ بَرِيَّةُ الْأَنْعَامِ إِلَّا مَا يُتْلَى عَلَيْكُمْ غَيْرَ مُجَلِّي
الصَّيْدِ وَأَنْتُمْ حُرْمٌ ۗ إِنَّ اللَّهَ يَحْكُمُ مَا يُرِيدُ

Translation: O believers, fulfill the promises you have made (Ministry of
Religious Affairs, 2019: 134).

The first verse above contains two essential meanings, namely the haram of eating other property in a righteous way and the ability (legitimacy) of reciprocal exchange of property (Al-tijarah) as long as it is based on permission or consensual (An-taradhin). The word Al-tijarah in the above verse means *al-Muamalah* (exchange) i.e. the occurrence of reciprocal material relations by way of exchange. Based on this verse, every reciprocal agreement (agreement) is permissible and valid as long as it does not contain the nature of taking someone else's property by way of bathil.

While the word al-Uqud in the next verse is the plural form given "alif-lam" which indicates a general meaning, so Al-Uqud includes everything identified as a contract (Agreement), such as buying and selling, marriage, leasing and all reciprocal agreements with all conditions agreed upon by the parties legally bound to fulfill them. The executor as the executor is responsible for completing the work on the date specified in the contracting agreement if the contracting work is divided into different parts, the contractor must also deliver the work on each date stated or agreed. In the collective agreement contained in the deed of contractor and the Public Works Office, the contractor is authorized to terminate the contractor agreement preceded by a written notification. The termination can be done through a court decision, if a deliberative settlement cannot produce results for both parties.

If what happens is the termination of the contracting agreement, then the implementation guarantee belongs to the service user, in this case the contractor of the work is obliged to pay for the work that has been done well by the Executor. Meanwhile, work that has not been completed by the Contractor can be continued by a third party appointed by the contractor service user or the Public Works Agency. As a result of the termination of the agreement, the contractor service user is obliged to pay for the work that has been done well

by the contractor. After the termination of this agreement, the contractor service user is authorized to continue the work that has not been completed by the Executor by doing it himself (*eigenbeheer*) or continued by a third party appointed by the contracting service user. However, it is different if the delay for the contractor due to *force majeure* means there is no mistake and the contractor is not responsible (Patrik, 1994).

The point in the law of the agreement is the obligation to bear losses caused by a work outside the fault of one of the parties. The issue of risk is based on the occurrence of an event beyond fault after one of the parties enters into an agreement. In other words, it is based on an event that in the law of agreement is called *force majeure*. The issue of risk is the aftermath of a *force majeure*, just as compensation is the aftermath of default. The question of risk is regulated in the general section of book III of the Civil Code, namely article 1237.

To be said to be an "*overmacht/force majeure*), the circumstances that arise must also be a condition that cannot be known at the time the agreement is made, at least not borne the risk by the Executor that affects the course of the implementation of the work, namely: (1) Natural disasters (declared by the local government), namely earthquakes, landslides, floods; (2) Wars, rebellions and mass riots; (3) Government regulations in the monetary sector related to this work, namely fuel increases, changes in the value of the rupiah.

If the executor succeeds in proving the existence of such circumstances, the assignor's claim will be rejected by the judge and the executor will escape punishment, either in the form of punishment to fulfill the agreement or to pay damages. If the work done is destroyed or damaged through no fault of the contractor, for example due to earthquakes, landslides or floods etc. and he tries to overcome the hazard then the contractor is entitled to a compensation payment in proportion to the work produced and the costs incurred. In such a situation, the risk of loss lies with the contractor service user.

The contractor is responsible for a certain period of time, usually one to three months after the first delivery of work i.e. the work has been completed 100%. During this period, contractors are required to make repairs if there are proven defects or deficiencies in their work, this is called the maintenance period. In one of the narrations it is also said about the legal basis of responsibility in the coverage of *Ijarah* in accordance with the law of violation of the content of the agreement through Imam Ahmad Ibn Hanbal argues that: the seller of services for the benefit of the goods worked, whether intentionally or unintentionally, unless the damage to the goods is beyond the limits of his ability to avoid such as, a major flood, or fire. They are not responsible for the

goods (Az-Zuhaili, 2011). Sellers of services for the benefit of the crowd, such as tailors, or mattresses, Executors, if they make mistakes in their work, then the Scholars of Fiqh differ in the issue of compensation for the work. Fiqh scholars, Imam Abu Hanifa, Zufar Ibn Muzail, Hanabila scholars, and Shafi'iyah argue that if the damage is not an element of intentionality and negligence, then he is not claimed compensation for the damage to the goods.

Ijaratul al-a'mal is hiring someone in exchange for wages. Examples such as hiring someone to build a building, hiring someone to transport goods to a certain place. This ijarah is changed to do. *Ijaratul a'mal* is a contract to utilize energy by hiring someone to do a job. *Ijaratul a'mal* according to Fiqh scholars must be firm on the form of work to be done by the person employed, this is important to do so that there is clarity on the responsibilities and consequences arising from the contract carried out by the parties (Haroen, 2007). Thus *Ijaratul a'mal* is the benefit of every transaction made by both parties, with the remuneration or reward obtained by the work that rents its expertise from each work completed, and the party who has agreed to do the work must be really an expert in the field that will be his work, otherwise the results of the work are not in accordance with what is expected by the tenant of the energy, Furthermore, clarity between the contracting parties about the clarity of the specifications of the work to be carried out as well as clarity about time. Usually, an agreement in the context of *Ijaratul a'mal* is always based on a certain period of time (has a limited period of time), so if it has arrived at the agreed time, automatically (directly or without any other legal action) the agreement that has been entered into by the parties is void. The legal basis for this can be seen in the legal provisions contained in Al-Quar'an surah At-Tawbah Verse 4.

إِلَّا الَّذِينَ عَاهَدْتُمْ مِنَ الْمُشْرِكِينَ ثُمَّ لَمْ يَنْتَقِصُوا شَيْئًا وَلَمْ يُظَاهِرُوا عَلَيْكُمْ أَحَدًا فَأَتَيْتُمُ
إِلَيْهِمْ عَهْدَهُمْ إِلَىٰ مُدَّتِهِمْ ۚ إِنَّ اللَّهَ يُحِبُّ الْمُتَّقِينَ

Translation: Except for those polytheists whom you have made a covenant (with) and they do not deduct anything (from the content of the covenant) you and do not (also) they help someone who is hostile to you, then towards them fulfill his promise to the limit of time Allah really likes those who practice piety. (Q.S At-Tawbah Verse 4) (Ministry of Religious Affairs of the Republic of Indonesia, 2019: 298).

From the provisions of the above verse, especially with the sentence "Fulfill the promise until the deadline", it can be seen that the obligation to fulfill the agreement is only until the agreed deadline, thus after the passage of the agreed time the agreement is void by itself. In addition, according to Shafi'iyah Ulama, it is explained that it is not permissible to combine Time and work objects because it causes *Gharar* (obscurity) in the *Ijarah* akaq. Imam Shafi'i's opinion explains that sometimes the work has been completed before the end of the lease time. If something rented remains in use the rest of the time, there will be an addition to what was agreed upon by the contractor, sometimes the hired person cannot complete the requested work at the specified time. So if he completes it at a later time, it means that he has worked outside the agreed time. However, if he does not do it, then he does not complete the work required in the contract. this is *Gharar* (obscurity).

According to Malikiyya and Shafi'iyah scholars in their most Saheeh opinion, it is not permissible to rent work (*Ijaratul a'mal*), such as sewing clothes and so on, combining time and the object of labor. therefore, it is not legal to specify to the tailor time limits, such as a day, a week and so on. If it happens, then the *Ijarah* contract becomes void. That's because the action caused *Gharar* with the possibility of the object not being completed within a day or a week. Because the worker could have finished first and could have been late (Az-Zuhaili, 2011).

Based on the above opinion, it is very clear that the Executor's agreement on the construction of the Road is not in accordance with existing rules and even violates the rules of Islamic law because of the discrepancy between the settlement time agreement and the realization carried out by the Executor, so that the agreement is invalid or void. The delay in the completion of the contract is not in accordance with the contract of the development service agreement, because in the contract of agreement it must be clear the time and settlement stated in the content of the agreement when starting the construction contract, and according to Shafi'iyah in his most Shahih opinion, it should not be in leasing work (*Ijaratul a'mal*), because it combines time and work objects because the worker can be completed first and can also be late, if this happens in the field then the *ijarah* contract becomes void.

CONCLUSION

Based on the results of the research and discussion above, it can be concluded that before giving fines for late contract completion at the Sambas Regency Public Works and Spatial Planning Office, field investigation steps, work measurements, and assessment of work results need to be carried out

before reaching the contract end date. Selanjutnya, rapat antara Commitment Officers, Executors and Supervising Consultants shall be held to determine the amount of the fine in accordance with the terms of the contract, which is 1/1000 of the contract value per day of delay, in accordance with the applicable late penalty regulations. In addition, the provision of fines for delay is in accordance with the applicable pillars and conditions in the contract and principles of Islamic law, and these obligations must be applied in accordance with the Presidential Regulation on the procurement of government goods and services. However, if there is a discrepancy between the settlement time agreement and the realization made by the Executor, then it is likely that the agreement will become invalid or void. Late completion of the contract can also be given a grace period according to the content of the original agreement, but the difference between the time and the object of work can result in the cancellation of the ijarah (lease) contract.

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