



TRANSLATED COPY

**RECTOR REGULATION OF
UNIVERSITAS PADJADJARAN**

NUMBER 1 OF 2023

CONCERNING

**PROCUREMENT OF GOODS/SERVICES
WITHIN UNIVERSITAS PADJADJARAN**

BY THE GRACE OF GOD ALMIGHTY
THE RECTOR OF UNIVERSITAS PADJADJARAN,

- Considering : a. that based on Government Regulation Number 51 of 2015 on the Statutes of Universitas Padjadjaran, Universitas Padjadjaran is designated as a Legal Entity State University established by the Government with the status of an autonomous legal subject;
- b. that based on Article 11 paragraph (1) of Government Regulation Number 26 of 2015 on the Forms and Mechanisms of Funding for Legal Entity State Universities, funding for Universitas Padjadjaran as a Legal Entity State University can be sourced from other than the State Budget;
- c. that in order to implement the provisions of Article 71 paragraph (3) of Government Regulation Number 51 of 2015 on the Statutes of Universitas Padjadjaran, it is necessary to stipulate a Rector Regulation concerning the procurement of goods/services whose sources of funds do not come from the State Budget;
- d. that based on the considerations referred to in points a, b, and c, it is necessary to stipulate a Rector Regulation of Universitas Padjadjaran.
- In view of : 1. Law Number 20 of 2003 concerning the National Education System (State Gazette of the Republic of Indonesia of 2003 Number 78, Supplement to the State Gazette Number 4301);
2. Law Number 12 of 2012 concerning Higher Education (State Gazette of the Republic of Indonesia of 2012 Number 158, Supplement to the State Gazette of the Republic of Indonesia Number 5336);
3. Government Regulation of the Republic of Indonesia Number 37 of 1957 on the Establishment of Universitas Padjadjaran (State Gazette of the Republic of Indonesia of 1957 Number 91, Supplement to the State Gazette of the Republic of Indonesia Number 1422);
4. Government Regulation of the Republic of Indonesia Number 4 of 2014 on the Implementation of Higher Education and Management of Universities (State Gazette of the Republic of Indonesia of 2014 Number 16, Supplement to the State Gazette of the Republic of Indonesia Number 5500);
5. Government Regulation of the Republic of Indonesia Number 80 of 2014 on the Designation of Universitas Padjadjaran as a Legal Entity State University (State Gazette of the Republic of Indonesia of 2014 Number 302);
6. Government Regulation of the Republic of Indonesia Number 26 of 2015 on the Forms and Mechanisms of Funding for Legal Entity State Universities (State Gazette of the Republic of Indonesia Number 5699);
7. Government Regulation of the Republic of Indonesia Number 51 of 2015 on the Statutes of Universitas Padjadjaran (State Gazette of

- the Republic of Indonesia of 2015 Number 169, Supplement to the State Gazette Number 5721);
8. Decree of the Board of Trustees of Universitas Padjadjaran Number 15/UN6.MWA/KEP/2019 concerning the Appointment of the Rector of Universitas Padjadjaran for the 2019-2024 Period;
 9. Rector Regulation of Universitas Padjadjaran Number 1 of 2020 concerning the Organizational Structure and Work Procedures of Universitas Padjadjaran Managers.

HAS DECIDED:

To stipulate : RECTOR REGULATION OF UNIVERSITAS PADJADJARAN CONCERNING PROCUREMENT OF GOODS/SERVICED WITHIN UNIVERSITAS PADJADJARAN

CHAPTER I

GENERAL PROVISIONS

Article 1

In this Rector Regulation, the terms referred to as:

1. Unpad Procurement of Goods/Services is an activity to obtain goods/services by Unpad whose implementation is carried out in an integrated manner starting from needs planning until completion of all activities to obtain goods/services.
2. Universitas Padjadjaran, hereinafter referred to as Unpad, is a Legal Entity University.
3. Rector is the holder of the authority to manage Unpad funds as part of the financial management authority and represents Unpad in the ownership of Unpad's separated assets.
4. Budget User, hereinafter referred to as PA, is an official who holds the authority to use the Unpad budget.
5. Budget User Authority, hereinafter referred to as KPA, is an official who is given the authority by the PA to make decisions and/or take actions that can result in the expenditure of Unpad budget.
6. Internal Supervisory Unit, hereinafter referred to as Unpad SPI, is an implementing unit under the Rector whose task is to supervise and/or inspect the implementation of non-academic activities.
7. Work Units are units located in Directorates, Faculties, Graduate Schools, Vocational Schools, Business Units, Teaching Hospitals, or other elements designated by the Rector.
8. Procurement Services Office, hereinafter referred to as KLP, is the unit tasked with carrying out procurement processes and services within Unpad.
9. Commitment Maker, hereinafter referred to as PK, is an official appointed by the PA who is responsible for the use/implementation of procurement of goods/services.
10. Goods/Services Procurement Personnel, hereinafter referred to as PP, are personnel appointed by the PA who have the task of carrying out the selection of goods/services providers through direct purchase, direct procurement, direct appointment, and/or e-purchasing.
11. Goods/Services Procurement Selection Working Group, hereinafter referred to as Pokja, is a working group established by the PA which has the task of carrying out the selection of goods/services providers.
12. Personnel/Committee of the Recipient of Work Results, hereinafter referred to as PHP, are personnel/committee appointed by PA who are tasked with examining and receiving work results.
13. Goods/Services Provider is a business entity or individual whose business activities are providing goods/services.
14. Technical Team is a team proposed by the PK and determined by the KPA which has the task and responsibility of providing technical advice in the context of implementing the procurement of goods/services at Unpad.
15. Selection of Goods/Services Providers is an activity to determine the Goods/Services provider that will be appointed to carry out the work.
16. Goods are any tangible or intangible and movable or immovable objects which can be traded, used, utilized, or exploited by the users of the goods.

17. Construction work is all work related to the implementation of building construction or the creation of other physical forms.
18. Consulting Services are professional services that require certain expertise in various scientific fields that prioritize the existence of brainware.
19. Other Services are services that require certain abilities that prioritize skillware in a governance system that is widely known in the business world to complete a job or any job and/or provision of services other than consulting services, implementation of construction work, and procurement of goods.
20. Self-Estimated Price, hereinafter referred to as HPS, is the estimated price of goods/services determined by the PK.
21. Procurement Documents are documents used as guidelines in the process of selecting Goods/Services providers.
22. Goods/Services Procurement Contract, hereinafter referred to as Contract, is a written agreement between the PK and the Goods/Services Provider or Self-management Implementer.
23. Letter of Guarantee is a written guarantee which is easily cashable and unconditional, issued by a commercial bank, guarantee company, or insurance company which is submitted by the Goods/Services Provider to guarantee the fulfillment of the Goods/Services Provider's obligations.
24. Integrity Pact is a statement letter containing a pledge to prevent and not commit collusion, corruption, and nepotism in the procurement of goods/services.
25. Self-management is the procurement of goods/services where the implementation of the work is planned, carried out, and supervised by a work unit.
26. Research is a variety of activities in the context of developing science as regulated in related laws and regulations.
27. Electronic Procurement (E-procurement) is the procurement of goods/services carried out using information technology and electronic transactions in accordance with applicable laws and regulations.
28. E-Purchasing is a procedure for purchasing goods/services through an electronic catalog system or online shop.
29. Electronic Catalog or E-Catalog is electronic information used in the context of e-purchasing which contains at least technical information and prices of goods/services.
30. E-reverse Auction is a method of price quotation in a repeated manner.
31. Oracle-based ERP (Enterprise Resource Planning) system is a series of electronic devices and procedures that function to integrate transaction processes from the beginning of planning to the end of financial recording.
32. Unpad Electronic Procurement System, hereinafter referred to as Unpad SPSE, is a procedure for purchasing goods/services through the Unpad local electronic catalog system.
33. Master Procurement Plan is a list of Goods/Services Procurement Plans that will be implemented by Unpad Rencana.
34. Cloud is an online data storage system or service.

Article 2

- (1) The transaction terminology in Unpad's Integrated Administrative Information System (SIAT) and Enterprise Resources Planning (ERP) is the official terminology in all procurement systems at Unpad;
- (2) The time unit used refers to real time in Oracle-based ERP systems.

Article 3

- (1) The scope of this Rector Regulation includes procurement activities for goods/services at the Head Office, Faculties/Schools, Board of Trustees (MWA), Business Units, Teaching Hospitals, where the entire source of funding is borne by funds other than the State Budget.
- (2) Procurement of goods/services whose source of financing is partly or entirely from State Budget funds, then the procurement procedures refer to the regulations for procurement of goods and services in government agencies, except that the position of the KPA still refers to this Rector Regulation.
- (3) Procurement of Goods/Services originating from cooperation/grant funds in the implementation of procurement of Goods/Services follows the provisions stated in the cooperation/grant agreement document, and if not stated, then the implementation follows the provisions in this Rector Regulation.

Article 4

- (1) Types of Procurement of Goods/Services in this Rector Regulation include:
 - a. Goods;
 - b. Construction Work;
 - c. Consulting Services; and
 - d. Other Services.
- (2) Procurement of goods/services is carried out through:
 - a. Self-management; and/or
 - b. Providers.

CHAPTER II

OBJECTIVES, POLICIES, PRINCIPLES, AND VALUES OF PROCUREMENT OF GOODS/SERVICES

Part One

Objectives of Procurement of Goods/Services

Article 5

The objectives of procurement of goods/services are:

- a. Providing the best value for money.
- b. Increasing the efficiency and effectiveness of the use of funds in financing the procurement of goods/services;
- c. Producing the right goods/services measured in terms of quality, quantity, time, cost, location, and Provider;
- d. Increasing the flexibility of the goods/services procurement process;
- e. Support the implementation of research and utilization of goods/services resulting from research;
- f. Increasing the use of domestic products;
- g. Increasing the participation of Micro Enterprises, Small Enterprises, and Medium Enterprises;
- h. Encouraging sustainable procurement.

Part Two

Policies of Procurement of Good/Services

Article 6

Policies of Procurement of Goods/Services include:

- a. Improving the quality of Goods/Services Procurement planning;
- b. Encouraging consolidation of the implementation of Procurement of Goods/Services;
- c. Strengthening organizational capacity and human resources for procurement of goods/services;
- d. Carrying out the Procurement of Goods/Services by utilizing information and communications technology and electronic transactions maximally;
- e. Increasing the quantity and quality of Unpad research results and increasing the use of goods/services that can be produced by Unpad Work Units and Business Units;
- f. Encouraging the use of domestic goods/services and Indonesian National Standards (SNI);
- g. Providing opportunities for Micro Enterprises, Small Enterprises, and Medium Enterprises;
- h. Use of sustainable goods/services, namely products that not only pay attention to economic aspects, but also social and environmental aspects in the entire process of the use (life cycle).

Part Three
Principles of Procurement

Article 7

Principles of Procurement of Goods/Services include:

1. Efficient, meaning that the Procurement of Goods/Services must be carried out using minimum funds and resources to achieve quality and targets within the specified time or using predetermined funds to achieve results and targets with maximum quality;
2. Effective, meaning that the Procurement of Goods/Services must be in accordance with the needs and targets that have been determined and provide maximum benefits;
3. Transparent, meaning that all provisions and information regarding the Procurement of Goods/Services are clear and can be widely known by interested Providers of Goods/Services as well as by the general public;
4. Open, meaning that the Procurement of Goods/Services can be participated by all Providers of Goods/Services that meet certain requirements/criteria based on clear provisions and procedures;
5. Competitive, meaning that the Procurement of Goods/Services must be carried out through healthy competition among as many Providers of Goods/Services that are equal and meet the requirements as possible, so that the Goods/Services offered competitively can be obtained;
6. Fair/non-discriminatory, meaning providing equal treatment to all prospective Providers of Goods/Services and not aiming to provide benefits to certain parties;
7. Accountable, meaning that it must comply with the rules and regulations related to the Procurement of Goods/Services so that it can be accounted for;
8. Flexible, meaning that the procurement process is able to adjust or be adaptive to all conditions of the need for goods/services through a simple and innovative process;
9. Best value for money, meaning that the procurement process is able to appropriately combine quality and cost to meet the need for goods/services.

Part Four
Values for Procurement of Goods/Services

Article 8

The parties involved in the Procurement of Goods/Services comply with the following Values:

1. Carrying out tasks in an orderly manner, accompanied by a sense of responsibility to achieve targets, smoothness, and accuracy of the objectives of Goods/Services Procurement;
2. Working professionally, independently, and by maintaining the confidentiality of Documents which by their nature must be kept confidential to prevent irregularities in the Procurement of Goods/Services;
3. Not influencing each other directly or indirectly resulting in unhealthy competition;
4. Accepting and being responsible for all decisions determined in accordance with the written agreement of the parties;
5. Avoiding and preventing conflicts of interest between the parties involved, either directly or indirectly, in the Procurement of Goods/Services;
6. Avoiding and preventing financial waste and leaks;
7. Avoiding and preventing abuse of authority and/or collusion; and
8. Not accepting, offering, or promising to give or receive gifts, rewards, commissions, rebates, and anything else from or to anyone known or reasonably suspected to be related to the Procurement of Goods/Services.

CHAPTER III

AUTHORITY IN THE GOODS/SERVICES PROCUREMENT PROCESS

Part One
Basic Duties and Authorities

Article 9

- (1) Procurement of goods/services is carried out by the Procurement Services Office (KLP) of Universitas Padjadjaran.
- (2) Work Units can procure goods/services in accordance with the authority given and are responsible for the procurement process carried out to the KPA.

Part Two Division of Authority

Article 10

- (1) The Procurement Services Office (KLP) has the authority to carry out the process of procurement of goods/services as follows:
 - a. Goods/services where the selection process is carried out through e-purchasing, direct purchase, direct procurement, direct appointment, and/or tender/selection;
 - b. Goods/services that require special planning, implementation, and supervision;
 - c. Goods/services that require a relatively long time to procure because they are related to design, assembly, construction, manufacturing, and delivery activities;
 - d. Goods/services required by a particular work unit, but the work unit is unable to carry out procurement.
- (2) Work units have the authorities to carry out the process of procurement of goods/services as follows:
 - a. Goods/services where the selection process is carried out through direct purchase/payment;
 - b. Simple goods/services;
 - c. Goods/services that have a small risk;
 - d. Goods/services for operational needs;
 - e. Goods/services that can be provided by Goods/Services Providers, individual businesses, and/or small business entities, small cooperatives, and marketplaces;

CHAPTER IV

GOODS/SERVICES PROCUREMENT ORGANIZATIONS

Part One Procurement Organizations

Article 11

- (1) The goods/services procurement organizations consist of:
 - a. Budget User (PA);
 - b. Budget User Authority (KPA);
 - c. Commitment Maker (PK);
 - d. Procurement Personnel (PP)/Working Group (Pokja);
 - e. Work Results Checker (PHP);
 - f. Self-management Implementer;
- (2) The procurement organizations referred to in article 11 paragraph (1) can be assisted by technical teams proposed by the KLP to be determined by the KPA.
- (3) The procurement organizations referred to in article 11 paragraph (1) are prohibited from holding concurrent positions related to the implementation of procurement of goods/services.

Part Two Budget User (PA)

Article 12

- (1) PA has duties and authorities as follows:

- a. Carrying out actions that result in budget expenditures;
 - b. Entering into agreements with other parties within the predetermined budget limits;
 - c. Determining the Master Procurement Plan in accordance with Unpad's RKAT;
 - d. Widely announcing the Master Procurement Plan at least on the official website of Unpad;
 - e. Appointing the KPA;
 - f. Appointing the PK;
 - g. Appointing the PP/Pokja;
 - h. Appointing the PHP;
 - i. Appointing the Self-management Implementer;
 - j. Appointing a technical team/jury team/expert team in the process of goods/services procurement;
 - k. Determining:
 - 1) Winners in Tender/Direct Appointment/E-purchasing for packages of Procurement of Goods/Construction Work/Other Services with a value of above Rp100,000,000,000.00 (one hundred billion rupiahs); or
 - 2) Winners in Direct Selection/Appointment for packages of Procurement of Consulting Services with a value of above Rp10,000,000,000.00 (ten billion rupiahs).
- (2) In addition to the main duties and authorities referred to in paragraph (1), if necessary, PA can appoint a jury/expert team to carry out procurement through Competitions/Contests.

Part Three
Budget User Authority (KPA)

Article 13

- (1) KPA in the Procurement of Goods/Services as carrying out delegation is in accordance with the delegation from PA.
- (2) In addition to the authorities referred to in paragraph (1), KPA has the authority to respond to Objection Appeal from the participants of Construction Work Tenders.
- (3) KPA can assign PK to carry out the authority referred to in paragraph (1) related to:
 - a. carrying out actions that result in budget expenditures; and/or
 - b. entering into agreements with other parties within the predetermined budget limits.
- (4) In the event that there are no personnel who can be appointed as PK, KPA can also serve as PK.

Part Four
Commitment Maker (PK)

Article 14

- (1) PK receives delegation of authority from PA/KPA in terms of:
 - a. entering into and determining Agreements with Providers; and/or
 - b. carrying out actions that result in budget expenditures.
- (2) In connection with the delegation of authority referred to in paragraph (1), PK's duties include:
 - a. preparing plans for the goods/services procurement process;
 - b. establishing technical specifications/TOR;
 - c. establishing draft Contracts/Agreements;
 - d. establishing HPS;
 - e. issuing a Letter of Appointment for Provider of Goods/Services;
 - f. controlling Contracts/Agreements;
 - g. submitting the results of the activity implementation work to KPA with the minutes of handover;
 - h. reporting the implementation of Procurement of Goods/Services to KPA;
 - i. providing responses/information regarding the procurement of goods/services that are within the limits of his/her authority to parties that submit complaints or require explanations;
 - j. proposing changes to activity schedules;
 - k. managing all related documents in Cloud-based digital files.

- (3) In addition to the main duties and authorities referred to in paragraph (1), if necessary, PK can:
- a. determine the amount of Down Payment to be paid to the Goods/Services Providers;
 - b. determine payment terms;
 - c. propose a technical team to the Head of KLP.

Part Five
Goods/Services Procurement Personnel (PP) and Working Group (Pokja)

Article 15

- (1) Duties, authority, and responsibilities of PP are as follows:
- a. Carrying out preparation and implementation of Direct Procurement;
 - b. Carrying out preparation and implementation of Direct Appointments for the procurement of Goods/Construction Work/Other Services with a maximum value of Rp500,000,000.00 (five hundred million rupiahs);
 - c. Carrying out preparation and implementation of Direct Appointments for the procurement of Consulting Services with a maximum value of Rp250,000,000.00 (two hundred and fifty million rupiahs);
 - d. Carrying out preparation and implementation of e-purchasing;
 - e. Managing all related documents in Cloud-based digital files.
- (2) Duties, authority, and responsibilities of Pokja are as follows:
- a. Carrying out preparation and implementation of Provider Selection;
 - b. Determining selection winner/Provider for the following selection methods:
 1. Tender/Direct Appointment for packages of Procurement of Goods/Construction Work/Other Services with a Budget Ceiling value of a maximum of Rp100,000,000,000.00 (one hundred billion rupiahs); and
 2. Selection/Direct Appointment for consulting services procurement packages with a budget ceiling value of a maximum of Rp10,000,000,000.00 (ten billion rupiahs).
 - c. Selection Pokja has an odd number and consists of at least 3 (three) people, and the number can be added according to the complexity of the work;
 - d. Selection Pokja can be assisted by a team or experts;
 - e. Managing all related documents in Cloud-based digital files.

Article 16

To carry out PP/Pokja duties:

- a. KPA assigns Working Groups (Pokja) to packages of procurement of goods/services with a value starting from Rp2,500,000,000.00 (two billion five hundred million rupiahs).
- b. KPA delegates authority to the Head of the Procurement Services Office to assign Working Groups (Pokja) to packages of procurement of goods/services with a value below Rp2,500,000,000.00 (two billion five hundred million rupiahs).
- c. KPA delegates authority to the Head of the Procurement Services Office to assign PP to packages of procurement of goods/services with a value below Rp500,000,000.00 (five hundred million rupiahs) and implementation of e-purchasing.

Part Six
Recipient of Work Results (PHP)

Article 17

- (1) Duties, authority, and responsibilities of PHP are as follows:
- a. Carrying out inspection and acceptance of the results of the Goods/Services Procurement work in accordance with the provisions stated in the Contract;
 - b. Creating and signing Work Inspection Minutes;
 - c. Creating and signing Minutes of Handover of Work Results;
 - d. Submitting Work Inspection Minutes and Minutes of Handover of Work Results to PK;
 - e. Managing all related documents in Cloud-based digital files.

- (2) To carry out the duties of the PHP Position:
 - a. KPA assigns Recipient/Checker of Work Results (PHP) Personnel to packages of procurement of goods/services with a value starting from Rp2,500,000,000,- (two billion five hundred million rupiahs);
 - b. The Rector delegates authority to the Director of Facilities, Infrastructure, and Asset Management to assign recipient/checker of work results (PHP) personnel to packages of procurement of goods/services with a value of under Rp2,500,000,000,- (two billion five hundred million rupiahs) carried out at the Head Office/Faculty through the Directorate of Facilities, Infrastructure, and Asset Management;
 - c. The Rector delegates authority to the Dean of the Faculty/Graduate School to assign Recipient/Checker of Work Results (PHP) Personnel to packages of procurement of goods/services with a value below Rp500,000,000,- (five hundred million rupiahs) for the procurement process carried out at the related Faculty/Graduate School.
 - d. Work Results Checker (PHP) has an odd number which is adjusted to the complexity of the work.

Part Seven
Self-management Implementer

Article 18

- (1) Self-management Implementer consists of a Preparation Team, Implementation Team, and/or Supervisory Team;
- (2) The Preparation Team has the task of preparing targets, activity plans, implementation schedules, and cost plans Tim;
- (3) The Implementation Team has the task of implementing, recording, evaluating, and reporting the progress of implementing activities and budget absorption periodically;
- (4) The Supervisory Team has the task of supervising the preparation and physical implementation as well as the administration of Self-management.

Part Eight
Technical Team and Jury/Expert Team

Article 19

- (1) Duties and responsibilities of the technical team are as follows:
 - a. Providing technical recommendations in the context of implementing the procurement of goods/services at Unpad;
 - b. Providing assistance in the implementation of Goods/Services Procurement work in accordance with the provisions stated in the Agreement.
- (2) Duties and responsibilities of the jury/expert team in implementing the procurement of goods/services through Competitions/Contests are further regulated through a Rector Decree.

Part Nine
Goods/Services Provider

Article 20

- (1) Goods/services providers must be registered and have been verified at Unpad SPSE, and meet the qualifications in accordance with the goods/services provided and are in accordance with the laws and regulations;
- (2) The providers referred to in paragraph (1) are responsible for:
 - a. Contract Implementation;
 - b. Quality of the Goods/Services;
 - c. Accuracy in quantity and volume calculations;
 - d. Timeliness of delivery;
 - e. Accuracy in delivery location.

CHAPTER V

PROCUREMENT OF GOODS/SERVICES THROUGH GOODS/SERVICES PROVIDERS

Part One Procurement Planning Activities

Article 21

- (1) Goods/Services procurement activities are based on the need for Goods/Services that have been planned in the RKAT or Revised RKAT after being approved and ratified by the MWA, except for considerations that can be accounted for.
- (2) Work Units are responsible for the accuracy and availability of the budget according to the types of goods/services procurement activities carried out.
- (3) In preparing planning for goods/services demand, the Work Units can consider certain brands to meet the required specifications and quality as long as they can be accounted for.

Article 22

- (1) Procurement planning starts from identifying the need for goods/services based on the Work Plan of a Faculty/Directorate/Work Unit.
- (2) Procurement Planning becomes an input in the preparation of the Annual Work Budget Plan (RKAT-Unpad) prepared by the Directorate of Planning and Information Systems.
- (3) Procurement Planning Documents are prepared and outlined in the Master Procurement Plan to be approved and stipulated by the KPA.
- (4) Planning documents for procurement through providers include:
 - a. Preparation of technical specifications/TOR;
 - b. Preparation of Self-Estimated Prices/HPS;
 - c. Packaging of Goods/Services Procurement; and
 - d. Arrangement of supporting costs.
- (5) The Master Procurement Plan referred to in paragraph (3) is carried out through Unpad SPSE or the official website of Unpad.

Article 23

- (1) In preparing technical specifications/TOR:
 - a. Using domestic products;
 - b. Using SNI-certified products;
 - c. Using products from micro and small businesses as well as cooperatives from domestic production; and
 - d. Using environmentally-friendly products.
- (2) In preparing technical specifications/TOR, it is possible to mention brands regarding:
 - a. Components of goods/services;
 - b. Spare parts;
 - b. Parts of an existing system;
 - c. Goods/services in electronic catalogs/online shop;
 - d. Direct purchase and direct procurement;
 - e. For goods procured through a Tender process, the Work Unit may consider certain brands to meet the required specifications and quality as long as they can be accounted for, and/or include at least 2 (two) brands.
- (3) The fulfillment of the use of domestic products referred to in paragraph (1) point a and SNI-certified products referred to in paragraph (1) point b is carried out as long as they are available.

Article 24

- (1) Goods/services procurement packaging is carried out with an orientation towards:
 - a. Output or result;
 - b. Volume of the goods/services;
 - c. Availability of the goods/services;

- d. Capability of Business Actors; and/or
 - e. Availability of budget.
- (2) In packaging the procurement of goods/services, it is prohibited to:
- a. Merge or centralize several Goods/Services Procurement packages spread across several locations/regions which, according to the nature of the work and level of efficiency, should be carried out in several respective locations/regions;
 - b. Merge several Goods/Services Procurement packages which, according to the nature and type of work, must be separated;
 - c. Merge several Goods/Services Procurement packages which, according to their values, should be carried out by small businesses; and/or breaking up the Procurement of Goods/Services into several packages with the aim of avoiding Tenders/Selection.

Article 25

Consolidation of Goods/Services Procurement is carried out by PA/KPA/PK and/or KLP.

Part Two Procurement Preparation Activities

Article 26

Preparation for Procurement of Goods/Services through Providers by PK includes the following activities:

- a. Setting the HPS;
- b. Establishing the contract design;
- c. Establishing technical specifications/TOR; and/or
- d. Determining down payment, down payment guarantee, performance bond, maintenance guarantee, guarantee certificate, and/or price adjustment.

Paragraph 1 Self-Estimated Price

Article 27

- (1) HPS is calculated expertly and uses reliable data.
- (2) HPS has considered profits and overhead costs, including Value Added Tax (PPN)
- (3) HPS value is open and not confidential.
- (4) HPS is used as a basis for:
 - a. Assessing the reasonableness of the bid price and/or the reasonableness of the unit price;
 - b. Determining the highest limit of valid bids in the Procurement of Goods/Construction Work/Other Services; and
 - c. Determining the value of the Performance Bond for bids whose value is 80% (eighty percent) lower than the HPS value.
- (5) HPS is not the basis for calculating the amount of Unpad's losses.
- (6) The preparation of HPS is excluded for the Procurement of Goods/Services:
 - a. with a maximum Budget Ceiling of Rp10,000,000.00 (ten million rupiah), E-purchasing, and integrated work tenders.
 - b. with emergency handling that cannot be planned in advance and whose completion time of the work must be immediate/not postponed based on the order/approval of the Rector and/or the relevant government agency; and
 - c. of art workers.
- (7) HPS determination is no later than 28 (twenty-eight) working days before the deadline for submitting bids.

Paragraph 2
Contract Design

Article 28

- (1) Types of Contracts for Procurement of Goods/Construction Work/Other Services consist of:
 - a. Lump Sum;
 - b. Unit Price;
 - c. Combination of Lump Sum and Unit Price;
 - d. Turnkey; and
 - e. Framework Contract.
- (2) Types of Contracts for Procurement of Consulting Services consist of:
 - a. Lump Sum;
 - b. Assignment Time; and
 - c. Framework Contract.
- (3) Lump Sum contract is a contract with a definite and fixed scope of work and price within a certain time limit with the following conditions:
 - a. All risks are fully borne by the Provider;
 - b. Output-oriented; and
 - c. Payment is based on the stage of product/output produced in accordance with the Contract.
- (4) Unit Price Contract is a contract for the Procurement of Goods/Construction Work/Other Services with a fixed unit price for each unit or element of work with certain technical specifications for the completion of all work within a predetermined time limit with the following conditions:
 - a. The volume or quantity of work is still an estimate at the time the Contract is signed;
 - b. The payment is based on the results of joint measurements of the actual volume of work; and
 - c. The final value of the Contract is determined after all work is completed.
- (5) Combination of Lump Sum and Unit Price Contract is a Contract for the Procurement of Goods/Construction Work/Other Services combining Lump Sum and Unit Price in 1 (one) agreed work.
- (6) Turnkey Contract is a Contract for the Procurement of Construction Work for the completion of all work within a certain time limit with the following conditions:
 - a. The price is definite and fixed until all work is completed; and
 - b. The payment can be made based on the terms agreed in the Contract.
- (7) Framework contracts can be in the form of unit price contracts within a certain time period for goods/services whose volume and/or delivery time cannot be determined at the time the contract is signed.
- (8) Contract based on Assignment Time is a Consulting Services Contract for work whose scope cannot be defined in detail yet and/or the time required to complete the work cannot be ascertained yet.

Article 29

- (1) Forms of Contracts consist of:
 - a. Proof of purchase/payment;
 - b. Receipt;
 - c. Order Letter;
 - d. Work Order (SPK); and
 - e. Letter of Agreement.
- (2) Proof of Purchase is used for the Procurement of Goods/Services with a value of up to Rp10,000,000.00 (ten million rupiahs).
- (3) Receipts or invoices are used for the Procurement of Goods and other Services with a value of up to Rp100,000,000.00 (one hundred million rupiahs).
- (4) Order letters are used for the Procurement of Goods/Services through E-purchasing and direct purchases if necessary.
- (5) SPK (Work Order) is used for the Procurement of Goods/Construction Work/Other Services with a value of up to Rp500,000,000.00 (five hundred million rupiahs) and for Consulting Services with a value of up to Rp250,000,000.00 (two hundred and fifty million rupiahs).

- (6) Letters of Agreement are used in the process of Procurement of Goods/Construction Work/Other Services with a value above Rp500,000,000.00 (five hundred million rupiahs) and for Consulting services with a value above Rp250,000,000.00 (two hundred and fifty million rupiahs).

Article 30

In general, down payments cannot be given to Providers unless there are other provisions that require it.

Article 31

- (1) Guarantees for Procurement of Goods/Services consist of:
 - a. Bid Guarantee;
 - b. Objection Appeal Bond;
 - c. Performance Bond;
 - d. Down Payment Guarantee; and
 - e. Maintenance Guarantee.
- (2) Bid Guarantee and Objection Appeal Bond are only for the procurement of Construction Work.
- (3) The guarantees referred to in paragraph (1) can be in the forms of bank guarantees or surety bonds.
- (4) Forms of Guarantees are:
 - a. unconditional;
 - b. easy to disburse; and
 - c. must be disbursed by the guarantee issuer no later than 14 (fourteen) working days after the disbursement order from the Selection Pokja/PK/Party authorized by the Selection Pokja/PK is received.
- (5) Procurement of Consulting Services does not require a Bid Guarantee, Objection Appeal Bond, or Performance Bond.

Article 32

- (1) The Bid Guarantee as referred to in Article 31 paragraph (1) applies to a total HPS value of at least more than Rp10,000,000,000.00 (ten billion rupiahs).
- (2) The Bid Guarantee as referred to in paragraph (1) is between 1% (one percent) and 3% (three percent) of the total HPS value.
- (3) As for Procurement of Goods/Services carried out in an integrated manner, the Bid Guarantee as referred to in paragraph (1) is between 1% (one percent) and 3% (three percent) of the Budget Ceiling value.

Article 33

- (1) The Objection Appeal Bond as referred to in Article 31 paragraph (1) is 1% (one percent) of the total HPS value.
- (2) For integrated Construction Work, the Objection Appeal Bond as referred to in Article 31 paragraph (1) is 1% (one percent) of the Budget Ceiling value.

Article 34

- (1) The Performance Bond as referred to in Article 31 paragraph (1) applies to Contracts for Procurement of Goods/Construction Work/Other Services with a value of at least Rp500,000,000.00 (five hundred million rupiahs).
- (2) The Performance Bond as referred to in paragraph (1) is not required in the case of:
 - a. Procurement of Other Services where the Provider's assets are already controlled by the User; or
 - b. Procurement of Goods/Services through E-purchasing.
- (3) The value of a Performance Bond is as follows:
 - a. For a corrected bid value between 80% (eighty percent) and 100% (one hundred percent) of the HPS value, the Performance Bond is 5% (five percent) of the contract value; or

- b. For a corrected bid value below 80% (eighty percent) of the HPS value, the Performance Bond is 5% (five percent) of the total HPS value.
- (4) The value of a Performance Bond for integrated work is as follows:
 - a. For bid values between 80% (eighty percent) and 100% (one hundred percent) of the Budget Ceiling value, the Performance Bond is 5% (five percent) of the contract value; or
 - b. For bid values below 80% (eighty percent) of the Budget Ceiling value, the Performance Bond is 5% (five percent) of the Budget Ceiling value.
- (5) Performance Bond is valid until the handover of the Goods/Other Services Procurement work or the first handover of the Construction Work.

Article 35

- (1) The Down Payment Guarantee as referred to in Article 31 paragraph (1) is handed over by the Provider to the PK in the amount of the down payment.
- (2) The value of the Down Payment Guarantee as referred to in paragraph (1) can be gradually reduced proportionally according to the remaining down payment received.

Article 36

- (1) The Maintenance Guarantee as referred to in Article 31 paragraph (1) applies to Construction Work/Construction Supervision Consultant Services/Other Services that require a maintenance period, in the event that the Supplier receives retention money at the first work handover (Provisional Hand Over).
- (2) The Maintenance Guarantee as referred to in paragraph (1) is returned 14 (fourteen) working days after the maintenance period is completed.
- (3) The value of the Maintenance Guarantee is 5% (five percent) of the contract value.

Article 37

- (1) Guarantee Certificate regarding the fitness for use of the goods is given for a certain period of time in accordance with the provisions of the Contract.
- (2) The Guarantee Certificate as referred to in paragraph (1) is issued by the producer or a party legally appointed by the producer.

Paragraph 3

Determination of the Method for the Selection of Goods/Services Providers

Article 38

- (1) The methods for the selection of Goods/Services Providers consist of:
 - a. E-purchasing;
 - b. Direct Purchase;
 - c. Direct Procurement;
 - d. Direct Appointment;
 - e. Tender;
- (2) E-purchasing as referred to in paragraph (1) point a is carried out for Goods/Construction Work/Other Services that are listed in the Unpad electronic catalog or the official websites of goods and services providers that have collaborated with Universitas Padjadjaran.
- (3) Direct Purchases as referred to in paragraph (1) point b are carried out for Goods/Construction Work/Other Services with a maximum value of Rp100,000,000.00 (one hundred million rupiahs).
- (4) Direct Procurement as referred to in paragraph (1) point c is carried out for Goods/Construction Work/Other Services with a maximum value of Rp500,000,000.00 (five hundred million rupiahs).
- (5) Direct Appointment as referred to in paragraph (1) point d is carried out for:
 - a. Certain procurement; or
 - b. Special procurement.
- (6) Criteria for certain Goods/Services carried out through Direct Appointment as referred to in paragraph (5) point a consist of:

- a. Emergency handling that cannot be planned in advance and whose completion time of the work must be immediate/not postponed for:
 1. Safety/protection of the public whose work cannot be postponed/must be carried out immediately, including:
 - a) Due to natural disasters and/or non-natural disasters and/or social disasters;
 - b) In the context of disaster prevention; and/or
 - c) Due to damage to facilities/infrastructure which can stop service activities.
 2. Organizing urgent operations and services.
 - b. Goods/Construction Work/Other Services which fail after being re-tendered;
 - c. Continued work due to termination of the Agreement;
 - d. Work whose funding comes from cooperation funds, where the funding party has appointed the Provider in the Agreement;
 - e. Work that can only be carried out by one provider of goods/services, a single manufacturer, a patent holder, or a party that has received permission from the patent holder;
 - f. Repeat orders for the same Provider of Goods/Construction Work/Consulting Services/Other Services.
- (6) Criteria for special goods/services carried out through Direct Appointment as referred to in paragraph (5) point b consist of:
- a. Goods/Services based on official rates set by the government;
 - b. Goods/Services contained in the Unpad Electronic Catalog and/or government electronic catalog;
 - c. Goods/Services that are specific and can only be provided by one provider of Goods/Services because there is only one manufacturer, one patent right holder, or one party that becomes the winner of the Tender to obtain permission from the government;
 - d. Building Construction Work which is a unified construction system and a unified responsibility for the risk of building failure which as a whole cannot be planned/calculated in advance (unforeseen conditions);
 - e. Goods/Services that need to be kept confidential;
 - f. Goods/Services which are complex in nature and can only be implemented using special technology and/or there is only one capable provider;
 - g. Procurement and distribution of medicinal ingredients, medicines, and consumable medical devices in the context of ensuring the availability of medicines for the implementation of improving public health services whose types, quantity, and prices have been determined by the Minister;
 - h. Procurement of motor vehicles;
 - i. Rental of lodging/hotel/meeting rooms whose rates are open and accessible to the public;
 - j. Rental of buildings/offices and continued rental of other open or closed spaces with terms and procedures for payment as well as price adjustments that can be accounted for;
 - k. Goods/Services assigned by Unpad to business units/business entities and/or subsidiaries of business entities owned by Unpad;
 - l. Purchase of goods through direct transactions with producers for efficiency and effectiveness in order to support Unpad's Threefold Missions (*Tridharma*) and/or producers that have retail shops with rates that are accessible to the public;
 - m. Interior planning and implementation services with a maximum value of Rp1,000,000,000.00 (one billion rupiahs);
 - n. Procurement of Art Goods;
 - o. Certain professional services whose standard code of ethics and compensation/salary/honorarium have been determined by the professional association, including:
 1. Public Accounting Services;
 2. Attorney/Legal Advisory Services;
 3. Health Personnel Services;
 4. Notary/Land Deed Official Services;
 5. Translation Services;
- (8) In the event that a Direct Appointment is made for a Provider of Goods/Construction Work/Other Services as referred to in paragraph (6) point f, a maximum limit of 2 (two) times is given.
- (9) The tender as referred to in paragraph (1) point e is carried out in the event that the methods for the selection of Providers as referred to in paragraph (1) letters a to d cannot be used.

Article 39

- (1) The methods for selecting Consulting Service Providers consist of:
 - a. Selection;
 - b. Direct Procurement;
 - c. Direct Appointment;
 - d. Contest/Competition.
- (2) Selection as referred to in paragraph (1) point a is carried out for Consulting Services with a value of at least Rp250,000,000.00 (two hundred and fifty million rupiahs).
- (3) Direct Procurement as referred to in paragraph (1) point b is carried out for Consulting Services with a value of up to a maximum of Rp250,000,000.00 (two hundred and fifty million rupiahs).
- (4) Direct Appointment as referred to in paragraph (1) point c is carried out for Consulting Services under certain circumstances.
- (5) Criteria for Consulting Services in certain circumstances as referred to in paragraph (4) include:
 - a. Consulting Services which can only be provided by 1 (one) capable Business Actor;
 - b. Consulting Services which can only be provided by 1 (one) registered copyright holder or a party that has received permission from the copyright holder;
 - c. Consulting services in the legal sector including legal/advocacy consultants or the procurement of arbitrators that are not previously planned, to deal with lawsuits and/or legal demands from certain parties, where the nature of the work and/or defense must be immediate and cannot be postponed;
 - d. Consulting Services work whose value is greater than Rp250,000,000.00 (two hundred and fifty million rupiahs), the need for which cannot be postponed, and there is not enough time to carry out the Selection;
 - e. Consulting services for Unpad assignments to business units/business entities and/or subsidiaries of business entities owned by Unpad; or
 - f. Repeat orders for the same Consulting Service Provider.
- (6) In the event that a Direct Appointment is made for a Consulting Service Provider as referred to in paragraph (5) point f, a maximum limit of 2 (two) times is given.
- (7) Contests/Competitions are carried out for the procurement of Consulting Services which have the following characteristics:
 - a. Are the processes and results of ideas, creativity, innovation, and culture;
 - b. Specific implementation methods;
 - c. Cannot be determined based on unit price; and
 - d. The prize value is determined by Unpad.
- (8) The Contest/Competition Pokja as referred to in this article consists of a team of experts in their fields.

Paragraph 4

Determination of Document Submission and Evaluation Methods

Article 40

- (1) The methods for submitting bidding documents in selecting Providers of Goods/Construction Work/Other Services consist of:
 - a. 1 (one) file; or
 - b. 2 (two) files.
- (2) The one-file method is used for procurement of Goods/Construction Work/Other Services using the lowest price evaluation method.
- (3) The two-file method is used for procurement of Goods/Construction Work/Other Services that require prior technical assessment.

Article 41

- (1) The method used for submitting bid documents for the selection of Consulting Service Providers through Direct Procurement and Direct Appointment is the one-file method.
- (2) The method used for submitting bid documents for the selection of Consulting Service Providers through Selection is the two-file method.

Article 42

- (1) The methods for evaluating offers from providers of goods/construction work/other services consist of:
 - a. Value System;
 - b. Assessment of Cost Over the Economic Life; or
 - c. Lowest Price.
- (2) The Value System evaluation method is used for the Procurement of Goods/Construction Work/Other Services by taking into account technical and price assessments.
- (3) The Assessment of Cost Over the Economic Life evaluation method is used for the Procurement of Goods/Construction Work/Other Services by taking into account factors such as the economic life, price, operational costs, maintenance costs, and residual value within a certain operating period.
- (4) The Lowest Price evaluation method is used for the Procurement of Goods/Construction Work/Other Services in that the price is the basis for determining the winner among bids that meet the technical qualification requirements.
- (5) Evaluation criteria and procedures are determined in the Procurement Document and explained at the time the explanation is given.
- (6) When conducting an evaluation, the Selection PP/Pokja is prohibited from changing, adding, and/or reducing the evaluation criteria and procedures after the deadline for submitting bid documents.

Article 43

- (1) The methods for evaluating offers from Consulting Service Providers consist of:
 - a. Quality and Cost;
 - b. Quality;
 - c. Budget Ceiling; or
 - d. Lowest Cost.
- (2) The Quality and Cost evaluation method is used for work where the scope of work, types of expert personnel, and work completion time can be described with certainty in the TOR.
- (3) The Quality evaluation method is used for work where the scope of work, types of expert personnel, and work completion time cannot be described with certainty in the TOR or for the work of Individual Consulting Service Providers.
- (4) The Budget Ceiling evaluation method is only used for simple scopes of work that can be described with certainty in the TOR and the bids must not exceed the Budget Ceiling.
- (5) The Lowest Cost evaluation method is only used for standard or routine work where work implementation practices and standards are well established.

Article 44

Selection Documents consist of:

- a. Quality Documents; and
- b. Tender/Selection/Direct Appointment/Direct Procurement Documents.

Paragraph 5

Qualifications of Goods/Services Providers

Article 45

- (1) Qualification is an evaluation of competency, business ability, and fulfillment of requirements as an Unpad Provider.
- (2) Qualification evaluation is carried out using the post-qualification method.
- (3) The post-qualification as referred to in paragraph (2) for the Provider selection method through Tender/Selection is carried out simultaneously with the implementation of bid evaluation using the knockout system method.

- (4) If the provider's qualification data registered at Unpad SPSE does not accommodate the required qualification criteria and requirements, it can be added at the time of submitting the bid.
- (5) It is prohibited to add discriminatory and non-objective qualification requirements.

Paragraph 6
Procurement Implementation Schedule

Article 46

The selection schedule for each stage is determined based on time allocation sufficient for the Selection PP/Pokja and selection participants according to the complexity of the work.

Part Three
Procurement Implementation Activities

Paragraph 1
Implementation of Provider Selection

Article 47

Provider Selection can be carried out based on the Master Procurement Plan.

Article 48

- (1) The implementation of provider selection includes:
 - a. Announcement and/or Invitation;
 - b. Registration and Retrieval of Selection Documents;
 - c. Briefing;
 - d. Submission of Bid Documents;
 - e. Evaluation of Bid Documents;
 - f. Verification of Qualification;
 - g. Determination and Announcement of Winners; and
 - h. Objection.
- (2) In addition to the provisions as referred to in paragraph (1), for the implementation of the selection of Construction Work, an objection appeal stage is added.
- (3) In carrying out the selection as referred to in paragraph (1), for Consulting Service Selection, clarification and negotiation of technical bids and costs are carried out after the objection period is over.
- (4) Implementation of Direct Appointment is carried out by inviting 1 (one) selected Business Actor, accompanied by technical and price negotiations.
- (5) Implementation of Direct Procurement is carried with:
 - a. Direct purchase/payment to Providers for Procurement of Other Goods/Services using proof of purchase and/or receipts;
 - b. Requests for offers accompanied by technical and price clarifications and negotiations to Business Actors for Direct Procurement using SPK.
- (2) For goods/services whose contracts must be signed at the beginning of the year, the selection can be made after:
 - a. Determination of Unpad RKAT; or
 - b. Approval from PA.
- (3) Price bidding can be done using the repeated price bidding method (E-reverse Auction).

Paragraph 2
Failed Tender/Selection

Article 49

- (1) Tender/Selection fails in cases of:
 - a. There are errors in the evaluation process;
 - b. No participant submits bid documents after time extension is given;

- c. No participant passes the bid evaluation;
 - d. Errors are found in the Selection Document, or it is not in accordance with the provisions in this Rector Regulation;
 - e. All participants are involved in Corruption, Collusion, and Nepotism (KKN);
 - f. All participants are involved in unhealthy business competition;
 - g. All Tender price bids for Goods/Construction Work/Other Services are above the HPS;
 - h. Cost negotiations on Selection are not reached; and/or
 - i. KKN involves the Selection Pokja/PK.
- (2) Failed Tender/Selection as referred to in paragraph (1) point i is declared by the PA/KPA.
 - (3) In the event that the bids are rejected or the Tender/Selection is declared a failure, the Tender participants have no right to claim compensation.
 - (4) As a follow-up to failed Tender/Selection as referred to in paragraph (1), the Selection Pokja immediately carries out:
 - a. Evaluation of rebids;
 - b. Submission of rebids; or
 - c. Retender/reselection.
 - (5) Evaluation of rebids as referred to in paragraph (4) point a is carried out if an error in the bid evaluation is found.
 - (6) Submission of rebids as referred to in paragraph (4) point b is carried out for failed Tender/Selection as referred to in paragraph (1) points d and h.
 - (7) Retender/reselection as referred to in paragraph (4) point c is carried out for failed Tender/Selection as referred to in paragraph (1) points b, c, e, f, g, and i.
 - (8) In the event that the Retender/Reselection as referred to in paragraph (7) fails, the Selection Pokja with the approval of the PA/KPA shall make a Direct Appointment with the following criteria:
 - a. The needs cannot be postponed; and
 - b. There is not enough time to carry out Tender/Selection.

Paragraph 3 Contract Implementation

Article 50

- (1) Contract implementation consists of:
 - a. Issuance of a Letter of Appointment for Provider of Goods/Services (SPPBJ);
 - b. Contract Signing;
 - c. Down Payment Provision;
 - d. Work Performance Payment;
 - e. Contract Changes;
 - f. Price Adjustments;
 - g. End of Contract or Expiry of Contract;
 - h. Termination of Contract;
 - i. Handover of Work Results; and/or
 - j. Handling of Force Majeure.
- (2) PK is prohibited from entering into agreements or signing Contracts with Providers in the event that there is no budget available or there is not enough budget available which can result in exceeding the budget limit available for activities financed by Unpad.

Paragraph 4 Contract Completion

Article 51

- (1) In the event that the Provider fails to complete the work until the Contract implementation period ends, based on the assessment that the Supplier is capable of completing the work, the PK gives the Provider the opportunity to complete the work.
- (2) Provision of an opportunity to the Provider to complete the work as referred to in paragraph (1) is included in the contract addendum which regulates the time for completion of the work, the imposition of late fines on the Provider, and the extension of the Performance Bond.

- (3) Provision of an opportunity to the Provider to complete the work as referred to in paragraph (1) may extend beyond the Fiscal Year.

Paragraph 5
Complaint

Article 52

- (1) Providers or the public submit complaints to the Unpad Internal Monitoring Unit (SPI) accompanied by evidence that can support or explain indications of:
 - a. Procedural irregularities;
 - b. Corruption, Collusion, and Nepotism (KKN) in the implementation of Procurement of Goods/Services; and/or
 - c. Violation in the form of unhealthy business competition in the Provider selection process.
- (2) Unpad SPI as referred to in paragraph (1) follows up on complaints according to its authority.
- (3) Unpad SPI Unpad reports the results of the follow-up to KPA.
- (4) KPA declares the tender/selection a failure if the complaint turns out to be true.
- (5) PK can terminate the contract unilaterally if complaints of procedural irregularities, KKN in the implementation of the Procurement of Goods/Services, and/or violation in the form of unfair business competition in the Provider selection process are declared true by the authorized agency.

Paragraph 6
Work Performance

Article 53

- (1) Payment for work performance can only be made if this has been regulated in the contract with the following conditions:
 - a. Payment for goods procurement work performance can only be made in 1 (one) payment stage, which is when work performance has reached 100% (one hundred percent).
 - b. Payment for service procurement work performance can be made in several payment stages using a term system.
- (2) Payment for work performance is given to Goods/Services Providers worth the work performance received after deducting installments for refund of down payments and fines (if any) as well as taxes.
- (3) Refunds of down payments are calculated in installments proportionally to each payment for work performance and must be paid in full at the latest when the work reaches 100% (one hundred percent) performance.
- (4) Payment can be made before the work performance is accepted/installed for:
 - a. Provision of down payments to providers of goods/services by providing an Down Payment Guarantee;
 - b. Procurement of goods/services which, due to their nature, can be paid in advance before the goods/services are received after the provider of the goods/services provides a guarantee for the payment to be made.

Paragraph 7
Price Adjustments

Article 54

- (1) Price adjustments are made with the following conditions:
 - a. Price adjustments are applied to the types of Unit Price Contract or Assignment Time-based Contract in accordance with the terms and conditions stated in the Selection Document and/or amendments to the Selection Document; and
 - b. The procedure for calculating price adjustments must be clearly stated in the Selection Document and/or amendments to the Selection Document which is an inseparable part of the Contract.

- (2) The requirements and procedures for calculating price adjustments as referred to in paragraph (1) consist of:
 - a. Price adjustments apply to contracts whose implementation period is more than 18 (eighteen) months;
 - b. Price adjustments as referred to in letter a take effect from the 13th (thirteenth) month after the work is carried out;
 - c. Unit price adjustments apply to all activities/payment items, except for profit components, overhead costs, and unbalanced unit prices as stated in the bid;
 - d. Unit price adjustments are implemented in accordance with the implementation schedule stated in the contract;
 - e. Unit price adjustments for work components originating from abroad use the price adjustment index of the country of origin of the goods;
 - f. New types of work with new unit prices as a result of a contract addendum can be given price adjustments starting in the 13th (thirteenth) month since the contract addendum was signed; and
 - g. The index used in the event that contract implementation is late due to the Provider's error is the lowest index between the contract schedule and work realization.

Paragraph 8
Termination of Contract

Article 55

- (1) Termination of the Contract by the PK can be carried out in the event that:
 - a. Force majeure has occurred, namely things beyond the control of the parties to handle, but not limited to events as a result of Government Regulations, both Central and Regional, Departments, Civil or Military Agencies, lightning, floods, earthquakes, riots, rebellions, and epidemics;
 - b. Based on observation by PK, the Goods/Services Provider will not be able to complete everything;
 - c. Based on observation by PK, the Goods/Services Provider was unable to complete the entire work after being given the opportunity to complete the work based on the mutually agreed time.
- (2) Termination of a contract caused by an error by the Provider of Goods/Services will subject them to sanctions in the forms of:
 - a. Performance Bond belongs to Unpad;
 - b. The remaining down payment must be paid by the Goods/Services Provider;
 - c. Paying late fines to Unpad;
 - d. Being put on the blacklist for 2 (two) years.
- (3) In the event that the Contract is terminated unilaterally due to an error by the Goods/Services Provider as referred to in paragraph (1), the Pokja can carry out:
 - a. Direct Appointment to the next reserve winner on the same work package; or
 - b. Direct Appointment to the Goods/Services Providers that are capable and meet the requirements.
- (1) Termination of the Contract by the Provider can be carried out if:
 - a. After obtaining approval from the Contract Signer, the work supervisor orders the Provider to postpone the implementation of the work or the continuation of the work, and the order is not withdrawn for the time specified in the Contract.
 - b. The Contract Signer does not issue a Payment Request Letter (SPP) for the payments of installment bills as agreed and stated in the Contract Terms.

Paragraph 9
Dispute Resolution

Article 56

- (1) If a dispute occurs between PK and the Goods/Services Provider, it will be resolved in the jurisdiction of the Republic of Indonesia.
- (2) Settlement of disputes between PK and Goods/Services Providers can be achieved through out-of-court settlement mechanisms, either by means of deliberation, mediation, conciliation or arbitration, or through the court.

- (3) Settlement of disputes between PK and Goods/Service Providers refers to the provisions stipulated in the contract according to applicable laws in Indonesia.
- (4) The decision resulting from the dispute resolution by choosing one of the methods mentioned above is binding and all costs incurred to resolve the dispute are borne by the parties as regulated in the contract.

Paragraph 10
Work Handover

Article 57

- (1) After the work is 100% (one hundred percent) completed, PHP publishes the Minutes of Handover of Goods/Services.
- (2) PK orders the goods/services provider to repair and/or complete the work deficiencies as required in the contract based on the recommendation from PHP.
- (3) PHP accepts the delivery of work after all work results have been carried out in accordance with the provisions of the contract.
- (4) Goods/Services Providers are responsible for the warranty or after-sales guarantee for the goods they provide as stipulated in the goods procurement contract.
- (5) Goods/Services Providers are responsible for maintaining the work that has been carried out according to the contract, so that its condition remains as it was at the time of handing over the work and can receive payment of retention money by submitting a Maintenance Guarantee (if this is required in the contract).
- (6) The minimum maintenance period for construction work is 360 (three hundred and sixty) days and for simple building construction work is 180 (one hundred and eighty) days.
- (7) After the maintenance period ends, PK returns the Maintenance Guarantee to the Service Provider.

CHAPTER VI

PROCUREMENT OF GOODS/SERVICES THROUGH SELF-MANAGEMENT

Part One
General Provisions of Self-Management

Article 58

- (1) Self-management is the implementation of work that is planned, carried out, and supervised by oneself.
- (2) The implementer of self-managed work is a team appointed by the KPA.
- (3) Work that can be done with self-management consists of:
 - a. Work aimed at improving the technical capabilities of human resources at Unpad;
 - b. Work whose operation and maintenance require community participation;
 - c. Work that in terms of size, nature, location, or financing is not of interest to providers of goods/services;
 - d. Work which in detail cannot be calculated/determined in advance, so that if it is carried out by a Goods/Service Provider, it will bear a large risk;
 - e. Organization of training, courses, upgrading, seminars, workshops, counseling, or leadership meetings;
 - f. Work for pilot projects that are specifically for the development of technology/work methods that cannot yet be implemented by Goods/Service Providers;
 - g. Special work involving data processing, policy formulation, laboratory testing, development of certain systems, and research;
 - h. Confidential work;
- (4) Procedures for self-management include planning, implementation, field supervision, and reporting activities.

Part Two
Self-Management Planning

Article 59

- (1) Self-management planning activities include:
 - a. Determination of targets, activity plans, and implementation schedules which is the responsibility of the relevant Faculty/Directorate/Work Unit;
 - b. Preparation an implementation schedule by considering sufficient time for carrying out work/activities;
 - c. Technical planning and preparation of appropriate implementation methods in order to obtain appropriate plans for manpower, material, and equipment requirements;
 - d. Preparation of plans for manpower, material, and equipment requirements in details and translated into monthly work plans, weekly work plans, and daily work plans;
 - e. Preparation of a detailed total cost plan in monthly and weekly cost plans that do not exceed the budget ceiling set in the budget document.
- (2) Self-management activity planning can be carried out by taking into account certain experts/equipment/materials which are carried out with separate contracts/rents.
- (3) Self-Management planning activities are included in the Work Terms of Reference (TOR).
- (4) Schedule preparation is carried out by allocating time for the planning, implementation, supervision, submission, and/or reporting processes.
- (5) Self-management can be implemented for more than 1 (one) year.

Part Three
Implementation of Self-Management

Article 60

Self-managed Procurement of Goods/Services at Unpad is carried out with the following conditions:

- a. Procurement of materials/goods, other services, equipment/spare parts, and experts can be carried out by a self-management team.
- b. Procurement as referred to in point a is guided by the provisions in this Rector Regulation.
- c. Implementation of Procurement of Goods/Services using Work Down Payments or other equivalent terms is carried out by the work unit/government agency implementing self-management.
- d. Work Down Payments or other equivalent terms are accounted for periodically (a maximum of monthly).
- e. Payment of required labor wages is carried out periodically based on the workers' attendance list or by piece rate.
- f. The use of labor, materials, and equipment is recorded every day in daily reports.
- g. Physical progress is recorded every day and evaluated every week according to the absorption of funds.
- h. Non-physical or software progress is recorded and evaluated every month according to the absorption of funds, and
- i. Supervision of work in the field is carried out by a team appointed by the Rector.

Part Four
Reporting, Supervision, and Accountability of Self-Management

Article 61

- (1) The progress of work implementation is reported by the Self-management team to PK.
- (2) The progress of financial use is reported by PK to KPA.
- (3) SPI supervises and audits the implementation and accountability of the Self-management.
- (4) Self-Management Implementers are accountable for all Self-Management implementation both administratively and financially to the Rector.

CHAPTER VII

PROCUREMENT OF EXCEPTIONS

Article 62

- (1) Procurement of goods/services carried out abroad is guided by the provisions in this Rector Regulation.
- (2) In the event that the provisions in the Rector Regulation as referred to in paragraph (1) cannot be implemented, the implementation of the Procurement of Goods/Services shall be in accordance with the provisions for Procurement of Goods/Services in the local country under the following conditions:
 - a. The guarantee of the Goods is valid in Indonesia; and
 - b. The procurement is carried out by the head of a Work Unit.
- (3) Procurement of goods/services which is carried out directly with overseas principles can be carried out by the Heads of Directorates, Faculties, Graduate Schools, Vocational Schools, Business Units, Teaching Hospitals, or other elements determined by the Rector and in coordination with the Unpad Procurement Services Office.

Article 63

- (1) Procurement of Goods/Services for activities whose funding comes from foreign loans or foreign grants follows the provisions as regulated in this Rector Regulation, unless otherwise regulated in the foreign loan agreement or foreign grant agreement.
- (2) The process of procurement of goods/services for activities whose funding comes from foreign loans can be carried out before the foreign loan agreement is agreed (advance procurement).

CHAPTER VIII

SPECIAL PROCUREMENT FOR ACTIVITIES IN FACULTIES/BUSINESS UNITS AS WELL AS RESEARCH AND COMMUNITY SERVICE (RPM) ACTIVITIES

Part One

Special Procurement for Activities in Faculties/Business Units

Article 64

- (1) Procurement of goods/services can be carried out at a Faculty or Business Unit in coordination with the Procurement Services Office (KLP);
- (2) The PK in each Faculty or Business Unit is responsible for the procurement carried out both in terms of administration, substance, and finances to the KPA;
- (3) Expenditure at Faculties or Business Units in the implementation of Procurement of Goods/Services includes:
 - a. Procurement of goods and services proposed by a Work Unit;
 - b. Procurement of Practicum Consumables (BHP) which are special in nature according to needs and cannot be provided by the Goods/Services Provider is carried out by providing a Work Down Payment (UMK) mechanism which is accompanied by a Letter of Absolute Accountability (SPTJM) signed by the Faculty PK and the Head of the Study Program as a substitute for proof of expenditure from the UMK recipient.

Part Two

Special Procurement for Research and Community Service (RPM) Activities

Article 65

- (1) Research and Community Service (RPM) activities include development, invention, application, engineering, innovation, technology diffusion, technology transfer, and/or community service (research stages).

- (2) RPM implementers consist of individuals/groups of individuals including educators or education staff who are determined based on the results of competitions or assignments in a Rector Decree.
- (3) RPM contracts are carried out during the implementation of research within a period of one internet calendar year or more.
- (4) RPM contracts on behalf of the RPM organizers are signed by KPA.
- (5) The KPA as referred to in paragraph (5) can delegate the authority to sign RPM contracts to the Director who holds the relevant program.
- (6) Payment for RPM implementation can be made in stages or all at once according to the activity contract.
- (7) Payment is made based on the output product based on the type of output expenditure (the amount of costs determined to produce the output) and the type of operational expenditure in accordance with the provisions in the activity contract.
- (8) Further provisions regarding RPM are regulated by SOPs prepared by the work unit that organizes RPM as stipulated by the Rector.
- (9) PK and Researcher/Person in charge of RPM activities are responsible for the procurement process carried out both in terms of administration, substance, and finances to KPA.
- (10) Capital expenditure for RPM activities can be coordinated with the Directorate of Facilities, Infrastructure, and Asset Management for asset recording and coordination with KLP for the procurement mechanism.
- (11) BHP expenditure for stationery, photocopying, correspondence, report preparation, printing, publications, credit, internet, laboratory materials, journal subscriptions, and other operational costs (rent, maintenance, procurement, and consumption) is carried out using the SPTJM mechanism as a substitute for proof of expenditure.
- (12) SPTJM is signed by the PK and the Researcher/Person in charge of RPM activities.

CHAPTER IX

REPEAT ORDER

Article 66

Repeat orders in the Goods/Services Procurement process are carried out with the following conditions:

- a. A previous procurement agreement has been made through a tender/selection process;
- b. Specifications of goods/services have not changed from the previous procurement agreement;
- c. The prices of goods/services are determined through negotiation with the highest values equal to those in the previous procurement agreement or increased by a reasonable price increase;
- d. They can only be carried out a maximum of 2 (two) times since the previous work;
- e. Except for electronic goods, they are only valid for 12 (twelve) months from the signing of the tender agreement; and
- f. The selection of repeat order providers is carried out using the direct appointment method with approval from the KPA.

CHAPTER X

LEASE AND HIRE PURCHASE

Article 67

- (1) Lease is the activity of a Goods/Services User who mutually binds him/herself with a Goods/Services Provider to use goods/services, both movable and/or immovable goods, for a certain time with an agreed payment.
- (2) Hire Purchase is the activity of a Goods/Services User who mutually binds him/herself with a Goods/Services Provider to use goods, both movable and/or immovable goods with ownership rights passing from the Goods/Services Provider to the Goods/Services User after completion of all payments, but as long as the agreed payment has not been completed in full, ownership of the goods remains with the

Goods/Services Provider and at the end of the Agreement/Contract period or the agreed payment has been completed in full, the Goods/Services Provider submits the necessary documents and ownership rights are transferred to the Goods/Services User.

- (3) Lease/Hire Purchase is carried out with Direct Appointment.

CHAPTER XI

ELECTRONIC PROCUREMENT OF GOODS/SERVICES

Article 68

- (1) Procurement of goods/services is carried out electronically by utilizing the Electronic Procurement System (SPSE) developed by Unpad.
- (2) Provider selection can utilize the National Electronic Procurement System (SPSE) by following the regulations and procedures that have been established.
- (3) The process of submitting, paying, and recording assets for procurement of goods/services at Unpad uses an Oracle-based ERP (Enterprise Resource Planning) application.
- (4) The use of ERP application is further regulated in Standard Operating Procedures (SOP).
- (5) The implementation of the Goods/Services Provider Information System is further regulated in SOP.

Article 69

- (1) The scope of the electronic procurement system as referred to in Article 68 paragraph (1) consists of:
 - a. Procurement planning;
 - b. Procurement preparation;
 - c. Provider selection;
 - d. Contract implementation;
 - e. Procurement monitoring and evaluation;
 - f. Work handover;
 - g. Provider management; and
 - h. Electronic Catalog.
- (2) The electronic procurement system as referred to in paragraph (1) has interconnections with information systems for planning, budgeting, payments, asset management, and other information systems at Unpad.

Article 70

- (1) Electronic catalogs can contain information in the form of lists, types, technical specifications, prices, providers, and/or other information related to Goods/Services.
- (2) The creation of a list of products included in the electronic catalog system is carried out by KLP.
- (3) The list of products in electronic catalogs as referred to in paragraph (1) is obtained through the business actor verification method.

Article 71

- (1) E-purchasing can be carried out for Goods/Services that have been published in the Unpad electronic catalog system or the LKPP electronic catalog system or the official websites of the Goods/Services providers that have collaborated with Unpad.
- (2) The Goods and Services listed in Unpad SPSE are determined by KLP which includes provider information, technical specifications, and prices.
- (3) The procedures for Unpad SPSE are further regulated in a Rector Decree.

CHAPTER XII

GUIDANCE, SUPERVISION, LEGAL SERVICES, AND SANCTIONS

Part One Guidance

Article 72

KPA is obliged to provide intensive guidance to all related units within Unpad so that the implementation of procurement of goods/services is in accordance with the basic principles of procurement.

Part Two Supervision

Article 73

The Internal Supervisory Unit (SPI) supervises the implementation of procurement of goods/services, accommodates and follows up on complaints relating to problems or irregularities in the implementation of procurement of goods/services, and then reports the results of the inspection to the Rector.

Part Three Legal Services and Sanctions

Article 74

- (1) Unpad provides legal services to KPA, PK, Pokja, Procurement Personnel, Personnel of the Recipient of Work Results, and Head of Procurement Services Office in dealing with legal problems related to the Procurement of Goods/Services.
- (2) The legal services as referred to in paragraph (1) are provided from the investigation process to the court decision stage.

Article 75

- (1) Actions or behavior of Goods/Service Providers that may be subject to sanctions include:
 - a. Attempting to influence PP/Pokja/other authorized parties in any form and by any means, either directly or indirectly, in order to fulfill their wishes which are contrary to the provisions and procedures stipulated in the Procurement/Contract Documents, and/or the provisions of the laws and regulations;
 - b. Conspiring with other providers of goods/services to set bid prices outside the procedures for implementing the procurement of goods/services, thereby reducing/inhibiting/minimizing and/or eliminating healthy competition and/or harming other people;
 - c. Creating and/or submitting incorrect documents and/or other information to fulfill the requirements for procurement of goods/services specified in the Procurement Document;
 - d. Withdrawing from the implementation of the contract for irresponsible and/or unacceptable reasons; and/or
 - e. Being unable to complete the work in accordance with the contract responsibly.
- (2) Actions as referred to in paragraph (1) are subjects to sanctions in the forms of:
 - a. Administrative sanctions;
 - b. Inclusion on the Blacklist sanctions;
 - c. Civil lawsuit; and/or
 - d. Criminal reporting to the authorities.
- (3) The legal actions as referred to in paragraph (2) are carried out by the Rector.
- (4) If fraud/falsification is found in the information submitted by a provider of goods/services, the following sanctions will be imposed:
 - a. Cancellation as the potential winner; and
 - b. Being put on the Blacklist.

Article 76

When PP/Pokja that commits violations and/or fraud in the process of procuring goods/services, legal actions will be taken by the Rector in the forms of:

- a. Imposing administrative sanctions;
- b. Demanding compensation; and/or
- c. Reporting criminally.

Part Five Blacklist

Article 77

- (1) KPA creates a Blacklist as referred to in Article 75 paragraph (2) point b, which contains the identities of the Goods/Services Providers and the highest leaders of the Goods/Services Providers that are subject to sanctions.
- (2) The Blacklist as referred to in paragraph (1) contains a list of Goods/Services Providers and Names of Personnel who are prohibited from participating in the Procurement of Goods/Services within Unpad.

CHAPTER XIII

HUMAN RESOURCES (HR) AND INSTITUTIONS

Part One Procurement Services Office (KLP)

Article 78

- (1) The Rector established the Procurement Services Office, hereinafter referred to as KLP, which has the task of organizing and facilitating Procurement of Goods/Services at Unpad.
- (2) In the context of carrying out the duties of KLP as referred in paragraph (1), KLP has the following functions:
 - a. Management of Procurement of Goods/Services;
 - b. Management of electronic procurement services;
 - c. Development of Human Resources and Institutions for Procurement of Goods/Services;
 - d. Implementation of assistance, consultation, and/or technical guidance;
 - e. Development of policies and systems for electronic Procurement of Goods/Services in accordance with developments and needs by considering the objectives, policies, principles, and ethics of Procurement of Goods/Services; and
 - f. Implement other tasks assigned by the Rector.
- (3) The KLP as referred to in paragraph (1) is structural and determined in accordance with the provisions of the Rector Regulation.

Part Two Human Resources

Article 79

- (1) KPA provides guidance to human resources for procurement of goods/services.
- (2) Human resources for procurement of goods/services are the managers for procurement of goods/services within Unpad.
- (3) The human resources for procurement of goods/services as referred to in paragraph (2) must have competence in the field of procurement of goods/services.
- (4) The human resources for procurement of goods/services as referred to in paragraph (2) are located in the Procurement Services Office and/or Work Units at Unpad.
- (5) Based on considerations of the amount of work load or organizational control span, the human resources for procurement of goods/services as referred to in paragraph (2) who act as PK, PP, PHP can be based outside the Procurement Services Office.

Article 80

Human resources in goods/services procurement organizations are required to:

- a. Have integrity;
- b. Have high level of discipline;
- c. Have technical and managerial responsibilities and qualifications to carry out the tasks;
- d. Be able to make decisions, act decisively and have exemplary behavior, and have never been involved in Corruption, Collusion, and Nepotism (KKN);
- e. Comply with procurement values;
- f. Not serve as treasurers; and
- g. Have attended training in procurement of goods/services except for KPA, self-management implementers, and PHP.

CHAPTER XIV

TRANSITIONAL PROVISIONS

Article 81

Procurement of Goods/Services which was in progress before the stipulation of this Rector Regulation will still remain valid until the end of the Agreement.

CHAPTER XV

CLOSING

Article 82

- (1) Further provisions regarding procedures for Procurement of Goods/Services at Unpad are determined by a Rector Decree.
- (2) When this Rector Regulation comes into force, Rector Regulation of Universitas Padjadjaran Number 34 of 2021 concerning the Procurement of Goods/Services Financed from Funds Other than the State Budget within Universitas Padjadjaran is revoked and declared invalid.

Article 83

This Rector Regulation is valid since its stipulation date.

Stipulated in Bandung,
On January 2, 2023

RECTOR,

SIGNATURE

RINA INDIASTUTI

This copy conforms to the original
Director of Governance, Legal, and
Communication of Universitas Padjadjaran



Isis Ikhwansyah