

The Role of “Mantri” in Reporting the Feasibility Data of the Prospective Debtor and Its Effect on the Number of Bad Loans

Marwah¹, Nurfaidah Said², Fildanasari³

^{1, 2, 3}Hasanuddin University, Makassar – Indonesia

Email : marwahfhunhas@gmail.com; nurfaidahsaid@gmail.com; fildanasari15@gmail.com

Abstract--People's Business Credit (KUR) is one of the government programs in increasing access to financing for Micro and Small and Medium Enterprises. The role of Mantri is very important in the distribution of KUR at PT. Bank Rakyat Indonesia (Persero) Tbk, to the public. Mantri is one of the positions assigned to analyze, promote, and collect payment of debtors. However, KUR that has been distributed to the public was sometimes not as expected. Some KUR debtors experienced a decrease in their credit collectibility because they were unable to pay installments. This research is an empirical law study to determine the implementation of duties and responsibilities of Mantri in the distribution of BRI Micro KUR. The research result indicated that the implementation of the prudential principle by Mantri at the pre-contractual stage in the distribution of KUR Micro BRI greatly influenced the number of bad loans. Mistakes that were often made by Mantri at the pre-contractual stage were errors in checking the financial statements, length of business activity, and business prospects of the debtor so that the amount of credit given was not in accordance with the debtor's ability to pay.

Keywords- Implementation of The Prudential Principle; KUR Micro of BRI; Responsibility of Mantri.

I. INTRODUCTION

According to Noah Webster, credit comes from the word *creditus* which means *trust* which is the past principle form of the word *credere* that means *to trust*. [1] Meanwhile, based on the Article 1 number 11 of the Banking Act, the definition of credit is the money providing or equivalent claims, based on a loan agreement or agreement between a bank and another party that requires the borrower to pay off its debt after a certain time by giving interest. So, based on the definition of credit, it can be concluded that the credit agreement is a loan and loan agreement between the bank and the debtor

customer that requires the customer to pay off his debt after a certain time with interest. [2]

Regulations in the banking industry and money market are urgently needed to provide protection for market players from the disproportionate availability of information among market players. The problem of information failure or asymmetric information can occur because one party does not possess as accurate information as the other party. [3]

Based on the provisions of Article 1 number 2 of Law Number 10 of 1998 on Amendments to Law Number 7 of 1992 on Banking, hereinafter Banking Act, Bank is a business entity that collects funds from the public in the form of deposits, and distributes them to the public, in order to improve the people's standard of living. Therefore, in operational activities, banks in general always try to collect as much funds as possible from the public in the form of savings, and then manage these funds by channel it back to the community in the form of loans through Micro, Small and Medium Enterprise Loans.

Several studies have shown that, the role of micro credit is to increase income and to reduce poverty. [4] In many countries micro credit programs have proved to be an effective tool in releasing people from poverty and have helped to increase their participation in the economic and political processes of society. Thus, the developing an entrepreneurial activity is one of the approaches to reduce poverty among the poor. [5] In Malaysia, a formal micro credit scheme such as Amanah Ikhtiar Malaysia (AIM) and TEKUN National has shown to be successful in efforts to eradicate poverty through small loan opportunities to help entrepreneurs venturing into business. [6]

The activities of Micro, Small and Medium Enterprises in Indonesia are regulated by Law Number 20 of 2008 on Micro, Small and Medium Enterprises (MSME). People's Business Credit as one of loan's forms is one of the Indonesian government's programs in increasing MSME financing access to financial. Furthermore, the Government of Indonesia issued the Coordinating Minister of Economic Affairs Regulation Number 11 of 2017 on the Implementation of *Kredit Usaha Rakyat* (People's Business Credit) Guidelines, hereinafter refer as KUR.

Nowadays, MSME in various areas is very competitive. This is due to the number of MSMEs operating in Indonesia both operating locally and operating on an international scale. MSMEs sector has a strategic role in contributing to the economic growth of a country, especially the perpetrators of microeconomics which is very much in Indonesia. [7] Through the use of micro credit, it affects faster in the income growth of participant's economic activity particularly among rural communities. The role of micro credit is also to reduce poverty and income inequality among the community. [8]

Based on the KUR data obtained from the website of the Coordinating Ministry for Economic Affairs of the Republic of Indonesia, the realization of KUR distribution as of December 31st, 2019 was 140,120,418,000,000 rupiahs with a total debtor of 4,729,876 people. This amount has exceeded the target set at 140 trillion rupiahs. In the distribution of the KUR, the government has collaborated with 38 banks consisting of 5 government-owned commercial banks and 33 national private banks. Based on these data, it shows that the largest KUR distributors in Indonesia, among others, are PT. Bank Rakyat Indonesia (Persero), Tbk with a total ceiling of 87.89 trillion rupiahs which has distributed funds to 4,072,416 debtors, PT. Bank Mandiri (Persero), Tbk with 25.02 trillion rupiahs fund distributed to 193,530 debtors, and PT. Bank Negara Indonesia (Persero), Tbk with 17.75 trillion rupiahs fund distributed to 220,066 debtors.

At the PT Bank Rakyat Indonesia (Persero) Tbk (hereinafter refer as BRI), the KUR program that designed for the MSMEs consists of 3 (three) types of loans, i.e. KUR Micro, KUR Retail and KUR TKI. However, this research is focused on the KUR Micro, a working capital credit and/or investment, that provided to individuals who are actively

engaged in productive business with a ceiling of up to 25,000,000 rupiahs per debtor.

Bank Rakyat Indonesia's success as the largest KUR distributor in Indonesia is inseparable from the role of BRI's micro marketers, known as Mantri, who have contributed to help BRI distribute KUR to MSME actors in Indonesia. The term Mantri stands for *marketing dan analisis kredit BRI*, or BRI marketing and credit analyst, that is employees who are responsible for marketing BRI's products and analyzing the character and feasibility of prospective debtors' business. Hence, the term Mantri is found only in PT. Bank Rakyat Indonesia (Persero) Tbk as the other banks that are appointed to distribute KUR, the term that is generally used is Credit Analyst or Account Officer.

Based on the research finding in several areas in Bone Regency, the majority of people in the rural area are more familiar with the term Mantri as a man who is a senior nurse at a Puskesmas (Community Health Center), compared to the bank Mantri. However, the definition of Mantri in the *Kamus Besar Bahasa Indonesia* (Bahasa Indonesia Big Dictionary) says that the term Mantri has two meanings, which are:

1. the head nurse (usually male) or the doctors' assistant; and
2. name of a certain rank or position to carry out a specific task (expertise).

Critics to the microcredit program for farmer and microenterprises, which having low repayment rate, mistarget, likely to be transitory, and lack of technical assistance made in the long run this program, in turn, increase their debt. [9]

The role of Mantri as KUR Micro BRI marketer requires the attitude of professionalism and compliance in applying the prudential principle according to the standard operating procedures. The application of this prudential principle is essential when the Mantri analyzes the character and feasibility of potential debtors' business to prevent bad loan. Based on the data obtained from the research results, several cases of KUR BRI that were problematic from 2017 to mid-2020 were mostly caused by Mantri who are unprofessional and irresponsible for carrying out their duties.

II. PROBLEMS

In the implementation of KUR distribution, one of the primary causes of non-performing loan is the error made by the Mantri when analyzing the feasibility of a prospective debtor business so that the amount of loan limit given does not match the paying ability of the debtor. While in fact, Mantri is required to be cautious in verifying financial statement data, length of business activity, and business feasibility of debtors according to standard operating procedures set by BRI to prevent non-performing loans. Therefore, in the next discussion, the researchers are interested in examining, the implementation of the prudential principle by the Mantri at the pre-contractual and the role of Mantri in supervising and fostering at the post-contractual stage in the BRI Micro Business Credit Agreement (KUR).

III. RESEARCH METHOD

This research is empirical research conducted in 2020 at the Branch Office of PT. Bank Rakyat Indonesia (Persero) Tbk., Bone Regency. Data collection was carried out through field research and library research. The data obtained are in the form of primary and secondary data in this study, that later analyzed qualitatively by systematically arranging the data obtained from interviews and questionnaires to achieve clarity of the issues discussed. After the data analysis is complete, the results are presented descriptively by providing an overview regarding the implementation of the prudential principle by Mantri at the pre-contractual stage and the role of Mantri in supervising and coaching at the post-contractual stage in the People's Business Credit Agreement (KUR).

IV. DISCUSSION

The main task of Mantri who works at BRI is to market products such as loans, deposits, and other bank services in each BRI Unit area. Besides, Mantri also gives recommendations on the feasibility of the debtor's application of credit facilities based on the results of field assessments. One of the loan products offered by BRI Unit is KUR Micro.

The BRI recruits a Mantri through two types of admission, namely general recruitment and internal

recruitment. The admission via general recruitment is open for everyone as it is held through the registration announcement at the BRI Regional Offices. Meanwhile, the internal recruitment designated only for BRI employees who have applied and passed the Job Opening (JO). The Job Opening (JO) to become a Mantri can be joined by BRI unit employees who have previously worked as Customer Service (CS) or Teller. The main aspects that are considered by BRI management before deciding to admit a Mantri are character personal enthusiasm and motivation to always give the best performance at work. Furthermore, after someone has passed and accepted as a Mantri, BRI will provide training and education to become a Mantri. Initially, Mantri is a non-permanent employee, but after a year of working period Mantri can be appointed as a permanent employee if the set target has been achieved. [10]

Mantri, as the initiator of the loan at BRI, holds a big responsibility in the KUR distribution process. A Mantri must master the knowledge of loan to be able to achieve the target of increasing the company's net profit and preventing the occurrence of non-performing loans.

According to the theory regarding the stages of agreement, the legal relationship between the bank and the debtor in the KUR agreement does not only occur at the time of signing, but also before and after the signing of agreement and the actions taken during that time by the parties. According to the theory, there are 3 (three) stages in agreement, as follows: [11]

- a. pre-contractual stage, the stage where parties manifest their offer and acceptance.
- b. contractual stage, the stage where there is a statement of intent between the parties.
- c. post-contractual stage, the stage of implementation of the agreement.

Therefore, based on the BRI Internal Regulation as written in the Decree of NOKEP: S.63-DIR/JBM/12/2013, the implementation of Mantri's duties and responsibilities in distributing KUR Mikro can be divided into 2 (two) stages, which are:

A. Mantri's responsibilities on the pre-contractual stage.

1. Make a plan in to determine lending targets.

Based on the research results, BRI provides rewards to Mantri who can achieve the target amount of lending. However, the target set by

Mantri must be adjusted to the Capital Potential Fund, so that before the giving of loan Mantri already has an overview of the debtor's potential sources of funds.

2. Check and analyze loan application documents according to the applicable standard operating procedures based on the prudential principle.

The terms of a credit application that Mantri must pay attention to at this stage are:

- a) Loan applications must be made in writing by the prospective debtor.
- b) Fulfilment of all the requirements and complete information must be stated in the loan application.
- c) The accuracy of data and information stated in the loan application must be confirmed by the bank.

Based on the research finding, when examining the completeness and validity of documents in the loan application to the BRI Unit Mantri has not paid attention to the principle of prudence. This situation happens because Mantri only examines the completeness of the required documents for the loan application but does not further verify the authenticity of these documents. For example, a Business License obtained from the Village Office and whether the prospective debtor's business has been running for six months or not.

After checking the completeness of the credit application documents, then Mantri conducts an analysis to assess the prospect of the loan applicant's business. The steps taken by the Mantri are:

- a) Mantri carries out a field survey to perform analysis by using the 5C Principle of the debtor's circumstances, including the debtor's business prospect.
- b) Mantri makes written reports and provides recommendations on credit that can be realized by BRI.
- c) Customer Service verifies the reports submitted by Mantri by examining the data of potential debtors through the *Sistem Layanan Informasi Keuangan* (Financial Information Service System) application that has been

integrated and supervised by the *Otoritas Jasa Keuangan* (Financial Services Authority).

- d) The Head of the Unit decides to approve or reject prospective debtor's credit applications.

Based on research, Mantri at the BRI Unit office is not directly connected to the BRI branch office. Therefore, the reporting mechanism starts from Mantri submitting a loan realization report to Customer Service that will later be verified by the Head of the Unit and submitted to the Unit Administration Officer. The reports that have been received by the Unit Administration Officer are forwarded to the Micro Business Assistant Manager and then reported to the Head of the BRI Branch Office.

3. Ensure that the process of loan distribution is according to the procedures of loan issuance by carrying out supervision and fostering activities on the BRI Unit loan before loan disbursement/realization.

Based on the results of the research, the fostering and supervision carried out by Mantri on BRI Unit loans was only carried out after the disbursement of the loan. Meanwhile, supervision before the distribution of KUR is essential because one of the requirements for credit applications to be accepted is that the debtor's business activities should have been running for at least 6 (six) months. The determination of this requirement is closely related to the reporting of potential debtor's business feasibility to compete with its competitors.

- B. Mantri responsibilities on the post-contractual stage

1. Provide reports to the supervisor in the form of customers' state of repayment, whether it is on time or becoming overdue, and determine the strategy to handle the situation.

Based on research findings, Mantri only reports the situation and condition of customers who have shown a decreasing level of credit collectability to the Head of the Unit as the head of the BRI Unit. The report

is submitted after the Mantri visited the debtor.

2. Make collaboration and fostering good relationships with other working units, other institutions/agencies, and customers.

Based on the research findings, Mantri fostering activity is implemented through home visitation as an effort to maintain good relationships with customers. This activity is an exercise of Mantri's responsibility after the credit distribution process, which is monitoring by making regular visits to the place where the debtor is carrying out his/her business activities. During the visit, Mantri evaluated the use of the loan provided and wrote other information deemed necessary on the Visit Report Form. At this stage, Mantri must pay close attention to whether the loan is used for business capital and not for the personal needs of the debtor.

3. Carry out supervision and fostering activity to the loan after loan disbursement/realization.

Based on the research results, Mantri fosters the debtors by providing advice on how to develop and manage a business, as well as providing solutions and suggestions for the problems that experienced by debtors in running the enterprise that financed by BRI. This activity is conducted as an effort to minimize credit risk.

The regulation of banking risk management principles in Indonesia, through Bank Indonesia as the Indonesian banking regulator, has provided directives regarding commitments for risk management through Bank Indonesia Regulation (PBI) Number 11/25 / PBI / 2009 concerning Application of Risk Management in Commercial Banks, which among others stipulates the obligation for banks to have risk management guidelines and instructions regarding the risk management framework. [12]

Credit risk, as referred to in Article 1 number 4 of the Financial Services Authority Regulation Number 18/POJK.03/2016 on the Implementation of Risk Management for Commercial Banks, is the risk that due to failure of other parties to fulfil their obligations to the Bank, including credit risk

due to debtor failure, credit concentration risk, counterparty credit risk, and settlement risk.

Furthermore, Mantri's responsibilities in terms of fostering KUR are as follows:

- a. Carry out initial fostering for prospective KUR debtors, by delivering information such as administrative costs related to the loan.
- b. Assist and guide the debtors to make simple bookkeeping or note. In general, the businesses that are going to be financed are small and medium enterprises, so Mantri is aspired to foster and guide the debtors in doing simple analysis and evaluation on the conditions of business that is going to be financed by KUR.
- c. Provide instructions on how to manage a proper and good loan financial management.
- d. Provide advice to debtors to manage their business properly, so that instalments are paid according to the plan.
- e. Guiding debtors to use their business profit well.
- f. Conduct special coaching for KUR debtors with bad credit.

In its implementation, according to the research findings on 5 (five) BRI Units in Bone Regency, the fostering by Mantri was carried out after the disbursement/realization of KUR and in the event of there is bad credit. Fostering was carried out in 3 (three) months period after the realization/disbursement of KUR. The form of fostering activities for debtors conducted by Mantri was providing information on financial management and its administration by visiting the debtor's place of business. Mantri evaluated the utilization of the lent fund using the form visitation report.

According to researchers, fostering should be done before the disbursement/realization of KUR or at the time of the survey that is known as the initial fostering by Mantri to the debtor. Initial fostering could be in the form of delivering information regarding payment, particularly on the presence of administrative costs. This measure's purpose is to prevent

the occurrence of cases such as small arrear (known as *Tunggakan Kecil* or *Tucil*) that took place at several BRI Unit Offices in Bone Regency. The small arrear is occurred because at the time Debtor opened a savings account for disbursement purposes, the Mantri did not convey the information regarding the administrative fee. Therefore, the amount of money he/she saved was only the exact amount of instalment that due each month. The instalment payment made by Debtor was carried out by deducting the balance in his/her savings account. This lack of information was the cause behind the occurrence of *Tunggakan Kecil* that resulting situation where the debtor had to pay a fine because he/she was considered late in paying instalment. Based on this case, it appears that fostering is essential before the disbursement/realization of KUR.

In addition to fostering, the duty and responsibility of Mantri in the process of KUR is supervision. Mantri's duty and responsibility in terms of supervising KUR are:

- a. Seek information from other sources related to the debtors' business and characters such as debtors' neighbours or close relatives regarding how the prospective debtor managed the business that will be financed by KUR.
- b. Check the completeness and validity of loan application documents at the BRI Unit and analyzing the loan applications for prospective KUR debtors based on prudential principles.
- c. Oversee the growth of debtors' business through the submitted reports to find out the progress of the debtor's business.
- d. Oversee the use of loans by debtors in everyday life.
- e. Oversee the debtors' progress in paying the installments and remind the debtors when payments are due. This task aims to maintain the on-time payment of loan installments every month.

Mantri's supervision on the payment process of KUR is in the form of direct monitoring to the debtor's account, which is to oversee the KUR that disbursed so

its spending is accordingly. The Attachment of Financial Services Authority Regulation Number 42/POJK.03/2017 on the Obligations to Formulate and Implement Bank Loan or Financing Policies for Commercial Banks CHAPTER VI on Loan or Financing Supervision regulate that one of the functions of credit supervision is that it must be started with early prevention by the bank on lending or financing or it will cause the occurrence of unhealthy lending or financing practices. This regulation implies that the implementation of Mantri's responsibilities also should be carried out before the disbursement/realization of KUR.

The research finding shows that in several BRI Units in Bone Regency, The Mantri's responsibility of supervision lies only in the implementation of direct monitoring activities towards the debtors' account in general. The Mantri did not conduct supervision prior to the disbursement/realization of KUR, such as gathering information from other sources, identifying prospective debtors' characters, and figuring out how the prospective debtor operates the business that will be financed by KUR. Moreover, Mantri was also negligent in examining the requirements for the prospective debtors' business activities that were going to be financed on KUR, which is 6 (six) months before submitting a KUR application.

The following table shows the number of bad KUR loan obtained from 5 (five) BRI Unit Offices that distributed KUR in Bone Regency as the sample in this study, i.e. BRI Unit Bukaka, BRI Unit Taccipi, BRI Unit Pompanua, BRI Unit Kadai, and BRI Unit Lamurukang.

Table 1
Number of KUR Bad Loan from 2017 to 2019

Year	Realized amount of loan (Rupiah)	Number of Bad Loan (Rupiah)	Percentage ((b/a) x 100))
2017	108.155.000.000	948.884.004	0,88
2018	136.493.750.000	1.272.966.788	0,93
2019	155.722.790.000	1.456.634.995	0,94

Source: BRI Unit in Bone Regency, 2020

Based on the data in Table 1, there is a slight increase in the amount of bad loan from 2017 to 2019. One of the reasons for KUR debtors' inability on paying their loan instalments is their businesses cannot compete with its competitors. Apart from that, the good faith of the debtor is also greatly affects to the number of bad loan.

Debtors without good faith are greatly hampered the performance of the Mantri's responsibilities. For example, a debtor's delay in paying KUR instalments could cause bad credit, so it requires a long settlement process. Therefore, in agreement, the parties are not only bound by the clauses of the agreement and the regulation, but also by good faith. Theoretically, in law, good faith is related to morality as constituted by P.S. Atiyah, "We should begin by noting that in the latter half of the eighteenth century there were signs of an emerging principle of good faith in contract law. The idea of good faith would, of course, have been completely congruent with the traditional morality". [13]

Good faith in the contract is distinguished between pre-contractual good faith and good faith in the execution phase of the contract. [14] Hence, even though the good faith in the execution of the agreement is something subjective that comes from someone's will, it can be measured objectively by looking at the manifestation of the person on executing the agreement. [15]

The faith in this case is an intention or desire of the debtor to solve a problem. This desire is usually manifested in a personal willingness to fulfil the agreements that have been made together with the Mantri in terms of timeliness, the amount of fund to be delivered, and cooperative actions so that the final result is in accordance with what was agreed.

Mantri's responsibility in the KUR distribution process is inseparable from their duties, such as marketing and introducing BRI products and conveying the results of their visit to the debtors to their supervisor. The point is that in order to broaden

the range of services/expansion so that the market process is more efficient and effective and directed according to priorities, Mantri should always coordinate with the Head of the Unit as the leader in the BRI Unit. The Head of the Unit will review the feasibility of granting the KUR as proposed by the Mantri. So, the issued decisions do not contradict the rules, because at first, the proposed KUR loan is reviewed beforehand according to the prudential principle.

If the KUR is becoming bad credit, the measure done by Mantri was handing warning letters, conducting business fostering, making various collection efforts, to performing KUR rescheduling policy. The strategies carried out by the KUR Mantri in managing the KUR bad credit case was adjusted to the cause of the KUR bad credit, such as inadvertently conducting credit analysis based on the 5C principle and the existence of misuse and irregularity in the use of KUR funds by debtors.

V. CONCLUSION

The exercise of the prudential principle by Mantri at the pre-contractual stage in the distribution of KUR Mikro BRI greatly affected the number of bad loans. In the pre-contractual stage, Mantri must be professional and always apply the principle of prudence when analyzing the character and business feasibility of a prospective debtor based on the standard operating procedures that have been enacted. Mistakes that were often made by Mantri at the pre-contractual stage were errors in checking the financial statements, length of business activity, and the business prospects of the debtor. This is the factor that causing the bad loan because the amount of loan provided is not accordant with the debtor's ability to pay. Additionally, at the post-contractual stage, Mantri must also carry out regular supervision and fostering to debtors to prevent bad loan after credit realization.

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