



Normative Model for SOE Procurement Contract Disclosure as a Corruption Prevention Strategy in Indonesia

Andi Wahyu Wibisana

Universitas Pancasila,
Indonesia

***Corresponding author:**

Andi Wahyu Wibisana, Universitas Pancasila,
Indonesia.

✉ andiwahyu@univpancasila.ac.id

Article Info:

Article history:

Received: June 26, 2026

Revised: July 21, 2026

Accepted: July 25, 2026

Available Online: September 01,
2026

Keywords:

Procurement Corruption; Contract
Openness; Public Information
Disclosure; SOE Governance



This is an open access article under the [CC BY-SA](https://creativecommons.org/licenses/by-sa/4.0/) license.

Copyright © 2026 by Author. Published by
Politeknik Siber Cerdika International

Abstract

Background: Procurement corruption in Indonesian state-owned enterprises (SOEs) persists through contract manipulation practices, including mark-ups, directed tendering, fictitious entities, and engineered contract addenda. Although Article 33 of the 1945 Constitution and existing laws uphold the principles of transparency and accountability, no operational regulation currently requires SOEs to proactively disclose procurement contracts, addenda, and implementation reports.

Objective: This study develops a normative model for SOE procurement contract disclosure as a pre-emptive and systemic strategy for corruption prevention.

Methods: This *dogmatic normative legal research* applies statutory, conceptual, case-based, and comparative approaches. It examines the 1945 Constitution, the SOE Law, the Anti-Corruption Law, the Public Information Disclosure Law, SOE procurement regulations, Information Commission decisions, selected corruption cases involving PLN, Merpati, Pelindo II, and Amarta Karya, as well as international open-contracting standards. The analysis maps legal norms, identifies regulatory gaps, examines fraud patterns, and constructs a model based on *Fraud Diamond Theory*.

Results: The study identifies a gap between transparency principles and enforceable disclosure obligations, enabling contractual secrecy that increases opportunities for fraud and strengthens perpetrators' capabilities. The proposed model requires the disclosure of principal contracts and addenda, proactive publication through standardized electronic platforms, proportionate protection of legitimate trade secrets through consequence tests, independent verification mechanisms, and graduated administrative sanctions linked to the performance of SOE organs.

Conclusion: Procurement contract disclosure should be institutionalized as a binding preventive instrument to strengthen public oversight, mitigate procurement fraud risks, and realize economic democracy as mandated by Article 33 of the 1945 Constitution.

To cite this article: Andi Wahyu Wibisana. (2026). Normative Model for SOE Procurement Contract Disclosure as a Corruption Prevention Strategy in Indonesia. *Journal of Law & Social Politics*, 4 (3), 485-498. <https://doi.org/10.59261/jlsp.v4i3.156>

INTRODUCTION

Article 33 paragraph (2) of the 1945 Constitution mandates that branches of production that are important to the state and that affect the livelihood of the people are controlled by the state. This mandate is realized, among others, through State-Owned Enterprises (SOEs) as the primary instrument of state control over strategic sectors. Within the framework of economic democracy, SOEs are not only positioned as business entities but also as constitutional instruments that integrate

public interests with the objective of realizing people's welfare through the provision of basic services, infrastructure development, and macroeconomic stabilization. Therefore, every policy and practice of SOE management, including the procurement of goods and services, essentially represents an extension of the state in utilizing public wealth for the greatest prosperity of the people, rather than merely constituting an ordinary commercial transaction between business actors ([Ernawati et al., 2023](#)).

The procurement of goods and services in SOEs serves as a concrete mechanism for allocating strategic state expenditures that must be managed efficiently, transparently, and accountably. Procurement contracts between SOEs and providers of goods or services document critical decisions related to contract value, technical specifications, scope of work, implementation periods, and payment mechanisms, thereby becoming focal points for state financial risk management ([Hardiyan, 2023](#)). In practice, these contracts determine whether procurement activities generate quality public services at reasonable costs or become instruments for rent-seeking practices that harm state finances. When contracts are drafted and amended within closed environments without clear obligations of disclosure, the potential for irregularities not only increases but also becomes more difficult to detect at an early stage because opportunities for public and professional scrutiny are practically restricted ([Dandi, 2026](#); [Gallego et al., 2021](#)).

Indonesia's positive legal framework has, in principle, established transparency and accountability as fundamental principles of SOE management and procurement of goods and services. Law Number 19 of 2003 concerning SOEs requires the implementation of Good Corporate Governance (GCG) principles, including transparency, accountability, responsibility, independence, and fairness in SOE management. Government Regulation Number 45 of 2005 concerning the Establishment, Management, Supervision, and Dissolution of SOEs, further elaborated through the Minister of SOEs Regulation PER-08/MBU/12/2019, places efficiency, effectiveness, healthy competition, transparency, fairness, and accountability as principles that must underpin the entire procurement process. Furthermore, Law Number 14 of 2008 concerning Public Information Disclosure (*Undang-Undang Keterbukaan Informasi Publik/UU KIP*) emphasizes that information concerning the procurement of goods and services, including contract documents financed by state funds, is, in principle, public information that must be disclosed, subject to limited exceptions that must be assessed through a strict consequence test. Normatively, the existing legal framework appears to affirm transparency as a fundamental pillar of SOE governance ([Wiraguna & Hidayah, 2024](#)).

Nevertheless, the configuration of these regulations reveals critical gaps at the most strategic points in the procurement cycle, particularly regarding the operational obligations for the disclosure of contracts and addenda. Unlike procurement conducted by government agencies, which is subject to Presidential Regulation Number 16 of 2018 concerning Government Procurement of Goods/Services and provides a relatively more detailed disclosure framework, SOE procurement falls outside this regulatory regime and is instead governed through the internal policies of each SOE based on the delegation of authority from the Minister of SOEs. This regulatory arrangement grants broad discretion to SOE directors and corporate organs in designing procurement procedures, criteria, and mechanisms without establishing standardized obligations for contract disclosure ([Solechan et al., 2024](#)). Under the current regulatory framework, there is no explicit and operational provision requiring SOEs to publish principal contracts and procurement addenda. Furthermore, the regulations do not clearly determine what types of contracts must be disclosed, at what stage disclosure must occur, how long the information should remain publicly available, through which platforms the information should be disseminated, what data formats should be used, or what sanctions apply when disclosure obligations are disregarded.

The absence of such detailed regulatory arrangements directly affects procurement practices. Contracts, addenda, and work execution reports tend to be treated as confidential internal corporate documents, even though the UU KIP and several Information Commission decisions consistently recognize state-financed procurement contracts as public information ([Solechan et al., 2024](#)). Even when information requests are submitted by civil society organizations or other business actors, many SOEs continue to refuse access to contract documents on the grounds of trade secrets or business confidentiality, forcing applicants to pursue information dispute mechanisms before the Information Commission. In numerous cases, the Information Commission has granted such requests

and affirmed that procurement contracts constitute public information; however, these decisions often arrive after lengthy proceedings and remain case-specific rather than transforming the fundamental pattern in which contract disclosure depends on individual initiatives and prolonged dispute resolution processes.

Several previous studies have examined procurement transparency and SOE governance; however, each has significant limitations. Solechan et al. (2024) analyzed regulatory gaps in SOE procurement but did not propose a concrete normative model for contract disclosure. Hardiyani (2023) examined the principles of procurement transparency without integrating criminological theory to explain why fraudulent practices persist despite the existence of regulatory frameworks. Wiraguna and Hidayah (2024) discussed the implementation of GCG in SOEs but focused primarily on general governance principles rather than specific obligations concerning contractual transparency. Internationally, Duguay et al. (2023) demonstrated the impact of open data on public procurement outcomes but did not address the unique institutional context of SOEs operating outside government procurement regimes. These limitations collectively demonstrate the absence of an integrated study that constructs a normative model linking contract disclosure obligations with fraud prevention theory within the specific context of SOE procurement. This condition creates legal uncertainty: normatively, the legal system recognizes contract transparency as an essential component of SOE accountability, yet in practice, SOE procurement continues to operate under a contractual confidentiality regime that limits the ability of the public, business actors, media organizations, and independent supervisory institutions to assess the reasonableness of prices, scope of work, and contract modifications. Contract disclosure, which should function as a horizontal and professional oversight mechanism, has instead been reduced to a right that must be pursued on a case-by-case basis through information requests and disputes rather than an active obligation imposed on SOEs as managers of public interests. Consequently, the principle of transparency risks becoming merely a normative declaration unless it is institutionalized through concrete procedural obligations at the most critical stages of the procurement cycle, namely planning, contract execution, and contract amendments (Hardiyani, 2023).

The novelty of this study lies in the construction of a normative model for SOE procurement contract disclosure that integrates Fraud Diamond Theory as a diagnostic framework for institutional design. Unlike previous studies that position transparency merely as a general governance principle, this research conceptualizes contract disclosure as a specific legal instrument that directly addresses the structural dimensions of opportunity and capability that facilitate procurement fraud. This approach contributes to the theoretical advancement of Fraud Diamond Theory by extending its application beyond individual-level behavioral analysis toward institutional design, while also supporting the practical development of open contracting norms adapted to Indonesia's SOE legal framework.

Within this context, procurement-related corruption in SOEs presents an increasingly significant paradox. Data from Indonesian Corruption Watch (ICW) annual reports indicate that the procurement sector consistently represents a substantial proportion of corruption cases prosecuted in Indonesia, with procurement-related corruption involving SOEs contributing to significant state financial losses during the 2015–2024 period. Reports from anti-corruption institutions and court decisions concerning procurement corruption cases indicate that SOEs represent one of the critical areas where irregularities occur, both in terms of case frequency and the magnitude of financial losses incurred by the state. Several cases involving major SOEs, including PT PLN (Persero), Merpati Nusantara Airlines, Pelindo II, and PT Amarta Karya, reveal recurring patterns of fraudulent practices, including engineered direct appointments, manipulation of the Self-Estimated Price (HPS), specifications tailored to particular vendors, engineered tender failures, post-award contract modifications, and the use of fictitious business entities to facilitate payments for nonexistent work. Judicial decisions demonstrate that, in many cases, contracts and addenda serve as central instruments for legitimizing fraudulent schemes that appear formally valid but substantially undermine state finances (Amuzat, 2025; Rohmaniyah & Tarjo, 2020).

In the PLN case involving the Customer Information System (CIS-RISI) project, for example, the court decision Number 37/Pid.B/TPK/2011/PN.JKT.PST illustrates how direct appointment mechanisms and disregard for fair competition principles were formalized through contracts designed from the outset to benefit specific parties through irrational pricing structures and work scopes. In the Merpati Nusantara Airlines case, the board of directors' decision to approve aircraft

lease security deposits without a letter of credit and without adequate approval from the company's authorized organs was documented in an agreement that subsequently became the legal basis for fund disbursement, despite the absence of sufficient business justification. The Pelindo II case demonstrates a pattern in which failed tender processes were subsequently replaced by direct appointments, resulting in contracts and addenda containing technical specifications and prices that had been predetermined. Meanwhile, in the Amarta Karya case, the court identified a series of subcontract agreements involving fictitious business entities that functioned as formal mechanisms for distributing payments for work that was never performed.

This series of cases demonstrates that SOE procurement contracts cannot be viewed solely as private documents between corporate legal subjects. Instead, they must be understood as instruments of state financial management, whether separated or integrated within the state's financial system, that generate public consequences. Contracts and addenda represent institutional spaces where price manipulation, ambiguity in work scopes, and engineered payment flows may occur under the appearance of formal legality. When these instruments remain within a closed environment, opportunities for correction and early detection by external actors outside the internal structure of SOEs become significantly limited. In many instances, violations are only discovered after special audits or corruption investigations have been conducted, at which point state losses have already occurred and opportunities for recovery have become increasingly restricted ([Herandi & Bouzarjomehri, 2026](#); [Kohler & Dimancesco, 2020](#)).

From the perspective of Fraud Diamond Theory, this configuration provides a concrete illustration of how institutional designs that do not require contract disclosure reinforce two critical elements of fraud, namely opportunity and capability. Fraud Diamond Theory explains that fraudulent behavior is generally influenced by four elements: pressure, opportunity, rationalization, and capability. While pressure and rationalization are often associated with individual-level factors that are difficult to regulate directly, opportunity and capability are strongly influenced by institutional designs and the rules governing a particular sector. In the context of SOE procurement, the absence of operational obligations for contract disclosure creates extensive opportunities for misconduct because critical information regarding contract values, pricing structures, work scopes, payment mechanisms, and contract modifications remains inaccessible to the public. Such information circulates primarily within a limited circle consisting of procurement officials, directors, and suppliers, thereby creating opportunities for price manipulation, fictitious procurement arrangements, and addendum engineering without sufficient external oversight or corrective mechanisms ([Chimonaki et al., 2023](#)).

At the same time, the capability of potential perpetrators is reinforced by the structural positions held by procurement officials, commitment-making officials, and directors who possess substantial authority over contract design, negotiation, and approval processes. These actors possess procurement expertise, understand procedural weaknesses, and have access to internal information relevant to contractual arrangements. In a regulatory environment without mandatory disclosure obligations, such capabilities are not adequately balanced by effective external supervision mechanisms. Consequently, the threat of criminal sanctions established under anti-corruption legislation alone is insufficient to reduce opportunities and capabilities that have been structurally embedded within procurement systems. Potential perpetrators may assume that carefully designed deviations at the contractual level will remain difficult to detect by the public, competing business actors, or monitoring organizations because these parties lack access to the contractual documents underlying the irregularities ([Chimonaki et al., 2023](#)).

From a public policy perspective, this situation reflects a failure of the legal system to utilize contract disclosure as a preventive instrument for corruption control. The current strategy for addressing corruption in SOE procurement remains largely dominated by an ex post penal approach, namely law enforcement actions under anti-corruption legislation after indications of state financial losses emerge and cases proceed to the investigation stage. Such an approach remains important for ensuring deterrence and establishing individual accountability; however, it is insufficient to transform the structural conditions of opportunity and capability that allow corruption to recur. Without interventions targeting these elements through normative and institutional reforms, procurement corruption patterns may continue to emerge through different actors and projects while maintaining similar operational mechanisms ([Nemec et al., 2023](#)).

Within the context of SOE procurement, contract disclosure can be positioned as a key instrument for intervening in these structural opportunities and capabilities. A proactive obligation to publish procurement contracts and addenda, at least regarding aspects directly associated with the utilization of state funds, would generate two simultaneous effects. First, it would reduce opportunities for misconduct because contract designs and subsequent modifications could be examined by various external stakeholders beyond the internal structure of SOEs, including competing business actors, media organizations, academics, and civil society organizations. Second, it would constrain the misuse of technical capabilities by potential perpetrators because they would recognize that contractual arrangements are no longer hidden from public scrutiny and critical examination ([Duguay et al., 2023](#)).

Philosophically, the issue of SOE procurement contract disclosure is closely related to the state's mandate to implement economic democracy and manage state assets for the greatest possible prosperity of the people. SOE procurement contracts should not be regarded merely as private documents between SOEs and service providers but as concrete manifestations of the utilization of public funds and the transfer of economic benefits to private entities. Without mandatory contract disclosure, citizens as holders of economic sovereignty lack adequate opportunities to examine claims of efficiency, fairness, and accountability advanced by the government and SOEs through formal institutional statements. From the perspective of procedural justice, SOE procurement contracts should therefore become objects of public scrutiny, at least concerning aspects directly related to procurement volume, pricing, and the quality of services financed through state resources ([Lopes & Romão, 2021](#); [Silveira, 2026](#)).

Based on the overall analysis above, the central problem is not merely the magnitude of state financial losses or the recurrence of procurement corruption within SOEs, but rather the fact that the most critical points in the procurement cycle, particularly contracts and addenda, remain situated within a regulatory gap where they are theoretically expected to be transparent but practically managed through confidentiality-based approaches. As long as there is no systematic, measurable, and legally integrated obligation for SOE procurement contract disclosure, the elements of opportunity and capability within Fraud Diamond Theory will continue to be structurally preserved.

This study therefore addresses a significant research gap: the absence of a normative model for SOE procurement contract disclosure that is explicitly designed as a preventive legal strategy against corruption and aligned with Indonesia's legal system. The research question examined in this article is: how does the regulatory absence regarding SOE procurement contract disclosure contribute to the persistence of opportunities and capabilities for fraudulent practices, and how should disclosure obligations be normatively reconstructed as part of a more preventive and systemic anti-corruption legal framework for SOE procurement?

METHOD

This study used a normative-dogmatic legal method, which views law as a system of norms and principles; therefore, the focus of the analysis was directed toward examining what the law was and what the law ought to be in the procurement of goods and services by SOEs. This method was chosen because the primary objective of the research was not to measure the perceptions of perpetrators but to identify gaps and inconsistencies in regulations related to contract disclosure and subsequently reconstruct them into a normative model of corruption prevention that was coherent with applicable laws and regulations ([Di Porto, 2023](#)).

The normative method was operationalized through four approaches. The statutory approach was applied by systematically examining the 1945 Constitution, the SOE Law, the Corruption Law, the KIP Law, Government Regulation Number 45 of 2005, the Minister of SOEs regulations concerning SOE procurement, as well as regulations related to state financial management and public information disclosure. Through this approach, the principles, key norms, points of disharmony, and normative gaps regarding the disclosure of procurement contracts were identified. The conceptual approach was used to examine the concepts of transparency, contract disclosure, good corporate governance, and the theoretical constructions of Fraud Diamond Theory, Friedman's Legal System Theory, Criminal Law Policy Theory, and Principal-Agent Theory as analytical frameworks for assessing and redesigning SOE procurement arrangements ([Hardiyan, 2023](#)).

The integration of these four approaches was considered essential because each addressed a

distinct dimension of the research question: the statutory approach identified normative gaps, the conceptual approach constructed the disclosure model, the case approach provided empirical validation of fraud patterns, and the comparative approach offered international benchmarks for model development. The case approach was applied by analyzing court decisions concerning SOE procurement corruption cases, including the PLN, Merpati, Pelindo II, and Amarta Karya cases, to map contractual fraud patterns, identify the most vulnerable stages of the procurement cycle, and examine how regulatory weaknesses were exploited by perpetrators. The comparative approach was used selectively to examine contract disclosure practices within public procurement regimes and international open contracting standards, thereby providing references for designing contract publication obligations that could be adapted to the context of Indonesian SOEs.

Primary legal materials consisted of laws and regulations as well as court decisions; secondary legal materials included books, journal articles, reports from anti-corruption agencies, and open contracting guidelines; while tertiary legal materials comprised legal dictionaries and encyclopedias. All materials were analyzed qualitatively through grammatical, systematic, and teleological interpretations, along with argumentative constructions, to develop a normative model of SOE procurement contract disclosure as a legal strategy for corruption prevention.

RESULTS AND DISCUSSION

Results

The issue of openness in SOE procurement contracts does not constitute a purely administrative or technical matter but extends to the political configuration of law concerning state wealth management within the framework of Article 33 of the 1945 Constitution. Normatively, Indonesia's positive legal architecture has affirmed transparency as a pillar of SOE governance. Law Number 19 of 2003, which was most recently amended by Law Number 16 of 2025 concerning SOEs, requires the implementation of Good Corporate Governance (GCG) principles, which explicitly include transparency, accountability, responsibility, independence, and fairness ([Djuniarsono et al., 2023](#)). Government Regulation Number 45 of 2005, which was subsequently amended by Government Regulation Number 23 of 2022, was further elaborated through the Minister of SOEs Regulation PER-08/MBU/12/2019, which was later revoked and replaced by Minister of SOEs Regulation PER-2/MBU/03/2023 concerning Guidelines for Governance and Significant Corporate Activities of SOEs. This regulation stipulates that the procurement of goods and services in SOEs must be conducted based on the principles of efficiency, effectiveness, competitiveness, transparency, fairness, and accountability. Furthermore, Law Number 14 of 2008 concerning Public Information Disclosure (*Undang-Undang Keterbukaan Informasi Publik/UU KIP*) emphasizes that information concerning contracts and agreements with third parties, insofar as they are financed through state funds, constitutes public information that is open to access, except for specific parts that may be excluded through a strict consequence test. If examined only at a fundamental level, the existing legal framework appears to have affirmed contract disclosure as an integral component of sound SOE governance ([Wiraguna & Hidayah, 2024](#)).

However, a deeper normative juridical analysis demonstrates that this layer of principle conceals a critical regulatory gap at the most strategic point, namely the operational obligation to disclose SOE procurement contracts. Unlike government procurement, which is regulated in detail through Presidential Regulation Number 16 of 2018 with a relatively measurable disclosure regime, SOE procurement is positioned outside this framework and regulated through the internal policies of each SOE based on the delegation of authority from the Minister of SOEs ([Solechan et al., 2024](#)). This regulatory pattern grants broad discretion to SOE directors and corporate organs in designing procurement procedures, criteria, and mechanisms without establishing standardized obligations for binding contract disclosure. Although the Minister of SOEs regulations contain provisions concerning procurement planning, supplier selection, evaluation, and contract execution, no explicit norm requires the publication of the main contract and its addenda, either in the form of a concise announcement or a complete document with appropriate redactions to proportionally protect trade secrets. The regulations also do not explicitly determine which types of contracts must be disclosed, at what stage disclosure must occur, how long the information must remain publicly accessible, which platforms should be used for dissemination, what data format should be adopted, or what sanctions apply if the disclosure obligation is neglected ([Budiawan, 2024](#)).

This regulatory gap reveals a fundamental imbalance between the principle-based regime and the procedural regime, namely that transparency is recognized as a principle but has not been institutionalized as a procedural obligation throughout the contractual cycle. The direct consequence is the transformation of contract disclosure from a proactive obligation of SOEs into a “right that must be pursued” by information applicants through lengthy request and dispute-resolution procedures. Examination of several Information Commission decisions demonstrates a persistent pattern of resistance, in which SOEs consistently refuse to disclose contracts on the grounds of trade secrets or business confidentiality, despite the Information Commission repeatedly affirming that procurement contracts financed through state funds constitute public information and that only certain parts may be excluded. These decisions generally occur in a case-specific manner and often after significant delays, meaning that they do not alter the fundamental pattern in which contract disclosure remains dependent on individual requests rather than being fulfilled through systemic obligations of public institutions (Aouabed, 2025). Consequently, the principle of transparency remains a normative declaration without being transformed into a concrete and measurable mechanism at the most strategic stages of the procurement cycle, namely contract design, execution, and modification.

This condition may be understood as a state of legal uncertainty, in which the legal system idealizes contract disclosure as part of accountable state financial management, while SOE procurement practices continue to operate within a contractual confidentiality regime that limits the ability of the public, business actors, media organizations, and independent oversight institutions to independently assess the reasonableness of prices, scope of work, and contractual modifications. Such circumstances do not exist in isolation but are directly associated with recurring patterns of procurement corruption within SOEs. Various court decisions concerning procurement corruption demonstrate that SOEs represent one of the primary loci of irregularities, both in terms of case frequency and the magnitude of state financial losses. The court decisions examined in this study were selected based on three criteria: (1) final and binding decisions (*inkracht van gewijsde*) involving procurement corruption cases within SOEs; (2) cases in which contract manipulation or addendum manipulation constituted a central element of the fraudulent scheme; and (3) cases representing diverse SOE sectors, including energy, transportation, ports, and construction, to ensure analytical breadth. Analysis of cases involving PT PLN (Persero), Merpati Nusantara Airlines, Pelindo II, and PT Amarta Karya reveals recurring patterns of misconduct, ranging from direct appointment engineering, Self-Estimated Price (HPS) mark-ups, specification arrangements favoring specific vendors, engineered tender failures, post-award contract modifications, to the utilization of fictitious business entities to absorb payments for work that was never performed.

In the case of PT PLN (Persero) concerning the Customer Information System (CIS-RISI) project, the court described how the direct appointment mechanism and disregard for the principle of fair competition were formalized through a contract structure designed from the outset to benefit certain parties, with an irrational price structure and scope of work. In the case of Merpati Nusantara Airlines, the decision of the board of directors to approve the aircraft lease security deposit without a letter of credit and without approval from the company’s authorized organs should have been documented through a contractual framework underlying the disbursement of funds, despite lacking adequate substantive business justification. The decision concerning Pelindo II demonstrates a sequence of failed tenders that were subsequently replaced by direct appointments, ultimately resulting in contracts and addenda containing technical specifications and prices that had been predetermined and directed from the beginning of the supplier selection process. Meanwhile, in the case of PT Amarta Karya, the court identified a series of subcontract agreements involving fictitious business entities that functioned as formal instruments for distributing payments for work that had never been performed.

This series of cases provides juridical normative confirmation that SOE procurement contracts cannot be treated solely as private documents between contracting parties. Contracts and addenda constitute components of state financial management that are subject to stricter public supervision standards and have proven to be mechanisms through which price manipulation, ambiguity in the scope of work, and engineered payment flows are conducted under the appearance of formal legality. When these instruments operate within a closed environment, the possibility of correction and early detection by actors outside the internal structure of SOEs becomes significantly limited. In almost all analyzed cases, violations were revealed only after special audits or criminal investigations had been conducted, at which point state losses had already occurred and

opportunities for recovery had become increasingly restricted ([Ariffin & Renaldy, 2023](#)).

At this point, Fraud Diamond Theory provides a compelling explanation of how a normative design that does not require contract disclosure structurally maintains and strengthens two essential elements contributing to fraud, namely opportunity and capability. The Fraud Diamond Theory, developed by Wolfe and Hermanson, extends the Fraud Triangle by incorporating the dimension of capability, referring to an individual's positional authority and technical ability to execute and conceal fraudulent actions. Accordingly, this theory explains that fraud does not occur solely due to personal motivation but also depends on the availability of structural opportunities and institutional capabilities enabled by the prevailing organizational design. In the context of SOE procurement, the normative absence of mandatory contract disclosure functions precisely as a mechanism that creates such structural opportunities ([Chimonaki et al., 2023](#)).

Opportunity emerges because the procedural framework does not require contract disclosure, resulting in key information concerning contract values, price structures, scopes of work, payment mechanisms, and contractual modifications being circulated only within the limited circle of SOE officials and participating suppliers. The absence of public access to contract documents eliminates opportunities for social and professional oversight by business actors, media organizations, academics, and monitoring institutions that could potentially compare contracts among SOEs, identify unreasonable pricing patterns, or detect abnormal frequencies of addenda as indicators of fraud risk ([Corona & Kim, 2024](#)). It is important to emphasize that systemic contractual confidentiality does not merely create opportunities passively but actively preserves and expands those opportunities across procurement cycles because no continuous external balancing mechanism exists beyond the reactive information dispute process.

The capability element is reinforced by the structural position of procurement officials, commitment-making officials, and directors who possess substantial authority over contract design, negotiation, and approval while simultaneously controlling internal information flows concerning contractual changes. These actors possess procurement expertise, understand procedural weaknesses, and maintain privileged access to relevant information. Under conditions where disclosure obligations are absent, these structural capabilities are not adequately balanced by external oversight mechanisms, allowing potential perpetrators to organize fraudulent schemes from the planning stage through implementation without facing the likelihood that contractual arrangements will be critically examined by external parties. Although criminal sanctions have been normatively established under anti-corruption legislation, such sanctions alone are insufficient to reduce this structurally embedded capability because potential offenders may rationally assume that carefully designed deviations at the contractual level are unlikely to be detected before substantial losses occur ([Fadel et al., 2026](#); [Kamal & Elim, 2021](#)).

The four elements of Fraud Diamond Theory do not operate independently but instead reinforce one another within a procurement ecosystem characterized by limited transparency. Pressure may arise from superior demands, unrealistic financial performance targets, or the interests of affiliated business groups. Rationalization develops through narratives that such practices are common and unlikely to be detected, a perception strengthened by the limited historical discovery of misconduct resulting from long-standing contractual confidentiality. When opportunity and capability are structurally available, individual pressures and rationalizations can develop into actual fraudulent conduct because the institutional environment facilitates such transformation. This explains why corruption patterns in SOE procurement continue to recur through similar modes despite changes in actors and projects, not because legal sanctions are absent, but because the structures of opportunity and capability remain institutionally preserved ([Kon et al., 2024](#)).

Discussion

The configuration of regulations governing the openness of SOE procurement contracts, when examined layer by layer, demonstrates that the primary issue does not lie in the absence of transparency discourse, but rather in the systemic failure to transform such discourse into operational norms with enforceable legal force. At the highest normative level, Article 33 paragraph (2) of the 1945 Constitution mandates state control over important branches of production that affect the livelihood of the people to achieve the greatest prosperity of the population. This constitutional mandate implies a state obligation to ensure that every utilization of state-owned

assets can be publicly accounted for ([Ernawati et al., 2023](#)). However, when procurement contracts documenting the utilization of such assets operate within a regime of secrecy, the state substantively fails to fulfill the accountability obligations mandated by the Constitution itself. This condition is not merely a technical deficiency within legislation but represents a structural failure in legal policy ([Fontana & d'Agostino, 2025](#); [Sgrò, 2021](#)).

At the statutory level, Law Number 19 of 2003 concerning SOEs in conjunction with Law Number 1 of 2025 concerning the Third Amendment to the SOE Law emphasizes that SOE governance is based on economic democracy, which incorporates the principles of good corporate governance. However, this is precisely where the most critical contradiction emerges. Law Number 1 of 2025, through Article 4B, stipulates that SOE losses do not constitute state losses and, through Article 9G, excludes members of the Board of Directors, Board of Commissioners, and Supervisory Board from the category of state administrators. This provision directly conflicts with Article 2 number 7 and its elucidation in Law Number 28 of 1999 concerning the Implementation of a Clean and Free State from Corruption, Collusion, and Nepotism (KKN), which explicitly classifies SOE directors and commissioners as state administrators. Applying the principle of *lex superior derogat legi inferiori*, the constitutional mandate contained in Article 33 should prevail over statutory provisions that weaken mechanisms of public accountability. Furthermore, under the principle of *lex specialis derogat legi generali*, the Public Information Disclosure Law (KIP Law) as a specific legal regime governing public information access should take precedence over general SOE management provisions concerning confidentiality. Meanwhile, based on the principle of *lex posterior derogat legi priori*, Law Number 1 of 2025 as the latest amendment introduces new normative tensions that must be resolved through legal harmonization rather than through implicit derogation of transparency obligations. This normative conflict is not merely a matter of statutory hierarchy but also generates a regulatory gap that directly weakens the public accountability regime governing SOE contracts. If SOE organs are no longer categorized as state administrators, their obligation to comply with stricter information disclosure standards will become increasingly difficult to enforce. From the perspective of Fraud Diamond Theory, this condition does not merely preserve existing opportunities but actively expands the space for perpetrators by reducing barriers to legal accountability ([Marselina & Astariyani, 2025](#)).

At the level of implementing regulations, Law Number 14 of 2008 concerning Public Information Disclosure (UU KIP) has established a relatively strong normative foundation. Article 11 paragraph (1) letter e of the KIP Law requires public bodies to provide information regarding agreements with third parties and their supporting documents. Furthermore, Information Commission Regulation Number 1 of 2021 concerning Public Information Service Standards (*Peraturan Komisi Informasi* on Public Information Service Standards or *Perki SLIP*), through Article 15 paragraph (9), more specifically stipulates that information concerning the procurement of goods and services must include contracts and contract amendments that do not contain exempted information, as well as contract summaries containing, at minimum, information regarding the parties, contract value, and scope of work. This provision theoretically extends beyond general transparency obligations and moves toward more specific disclosure requirements. Nevertheless, *Perki SLIP* contains two structural weaknesses that limit its effectiveness as an anti-corruption prevention instrument. First, *Perki SLIP* does not explicitly regulate internal SOE procurement contracts that are not directly financed through the State Budget, creating room for interpretation that procurement contracts financed through SOE internal resources fall outside the scope of mandatory disclosure. Second, its enforcement mechanism remains dependent on a reactive request-and-dispute model rather than an integrated proactive publication system ([Siregar et al., 2025](#)).

Comparisons with the government procurement regime further reinforce the existence of this normative gap. Presidential Regulation Number 16 of 2018 concerning Government Procurement of Goods/Services contains relatively more detailed disclosure provisions, including the obligation to announce procurement processes through the national electronic procurement system ([Solechan et al., 2024](#)). In contrast, SOE procurement, as affirmed through various provisions of SOE Ministerial Regulations, is positioned outside the scope of the Presidential Regulation and is fully regulated through the internal policies of each SOE based on the delegation provided under SOE Ministerial Regulation Number PER-08/MBU/12/2019. This delegation of internal self-regulation is not accompanied by minimum legally binding standards concerning procurement contract disclosure, thereby granting each SOE broad discretion in determining the extent to which its

procurement contracts are accessible to the public. From the perspective of institutional theory, this regulatory arrangement positions SOEs simultaneously as rule-makers and rule-takers within their own contract disclosure regimes, creating an inherent vulnerability to potential abuse of authority ([Sopian et al., 2025](#)).

It is within this regulatory configuration that Fraud Diamond Theory provides its most significant analytical contribution. In Wolfe and Hermanson's framework, opportunity is not merely a condition that exists naturally but can also be constructed through institutional and regulatory design choices. When the SOE Ministerial regulatory framework does not impose a mandatory obligation to publish procurement contracts, when the KIP Law allows broad interpretations concerning trade secrets, and when the latest SOE Law modifies the status of SOE organs as state administrators, the cumulative effect of these regulatory arrangements is the creation of extensive opportunities for contractual fraud. This condition is not an accidental regulatory coincidence but rather the consequence of accumulated normative choices that have not positioned fraud prevention as a primary objective of regulatory design ([Humphrey et al., 2023](#)). The most evident indication is that, over more than two decades, various corruption cases involving SOE procurement (including cases related to PT PLN (Persero), Merpati Nusantara Airlines, Pelindo II, PT Amarta Karya, and PT Asabri) have demonstrated a recurring pattern: contractual manipulation conducted behind the barrier of document confidentiality. Without reconstructing the normative framework that creates these opportunities, law enforcement efforts based on Articles 2 and 3 of the Anti-Corruption Law will continue to operate within a reactive paradigm that fails to eliminate the structural weaknesses enabling corruption.

The capability element has become increasingly relevant when examined alongside the dynamics of the latest SOE Law. Article 9G of Law Number 1 of 2025, which excludes SOE directors and commissioners from the category of state administrators, not only weakens potential accountability mechanisms but also psychologically reinforces the perception among potential perpetrators that the risk of legal consequences is reduced. Within the Fraud Diamond framework, a low perceived risk of detection and prosecution represents a capability-related factor that strengthens perpetrators' confidence in executing fraudulent schemes. When this condition is combined with the absence of mandatory procurement contract disclosure, a regulatory equilibrium emerges that is highly conducive to fraud: perpetrators possess the structural ability to manipulate contractual arrangements, evidence of such arrangements remains inaccessible due to limited disclosure obligations, and legal accountability may become more difficult to impose due to changes in the legal status of SOE organs introduced by the latest amendment ([Batista, 2024](#)).

From a more critical perspective, the enactment of Law Number 1 of 2025 strengthens the urgency of reconstructing the normative framework for procurement contract disclosure as a pre-emptive, non-penal corruption prevention strategy. If the penal approach under the Anti-Corruption Law encounters new challenges due to the provisions of Article 4B and Article 9G of the SOE Law, then prevention mechanisms based on information disclosure become increasingly indispensable. Mandatory contract publication regulated through government regulations or ministerial regulations that specifically apply to all SOEs would function beyond the logic of criminal enforcement, namely by establishing structural conditions in which fraud becomes more difficult to design from the outset because the documents serving as instruments of manipulation cannot be concealed from public oversight. This approach remains unaffected by changes in the status of SOE organs under the latest SOE Law because it relies on public information disclosure obligations derived from the KIP Law and the constitutional guarantee contained in Article 28F of the 1945 Constitution, rather than depending on criminal law instruments.

The practical implementation of this normative model faces several institutional and legal challenges. First, SOEs may resist disclosure obligations by invoking arguments related to commercial competitiveness and trade secret protection, requiring the application of a carefully designed public interest and consequence test mechanism. Second, existing institutional infrastructure for electronic publication varies significantly among SOEs, requiring phased implementation accompanied by adequate institutional capacity building. Third, the political economy of SOE governance, in which directors are frequently appointed through political processes, may generate resistance toward transparency measures that expose procurement decision-making processes. Fourth, harmonization with existing sector-specific regulations, including those governing

energy, telecommunications, and banking sectors, requires careful legal drafting to prevent regulatory conflicts. From a doctrinal perspective, mandatory disclosure of SOE procurement contracts formulated through special norms must satisfy three prerequisites to function effectively as a Fraud Diamond-based corruption prevention instrument. First, the norm must be self-executing, meaning that the obligation to publish applies automatically without requiring an external information request, thereby preventing opportunities for misconduct from relying on the passivity of information applicants. Second, the norm must establish minimum standards regarding the scope of information required to be disclosed, referring to and expanding upon Article 15 paragraph (9) of Perki Number 1 of 2021, while also imposing measurable administrative sanctions that create tangible consequences for the performance assessment of SOE organs when disclosure obligations are neglected. Third, the norm must establish an independent verification mechanism involving external supervisory institutions, ensuring that perpetrators' capabilities are constrained by a control system that cannot be manipulated by the same parties controlling the procurement process. If these three prerequisites are fulfilled cumulatively, they will generate a meaningful shift within the Fraud Diamond framework: opportunities will be reduced, capabilities will be constrained, and rationalization based on the assumption that contractual fraud will remain undetected will gradually lose its foundation ([Bayked et al., 2024](#)).

These findings extend the research of Solechan et al. ([2024](#)) by demonstrating that the regulatory gap identified in previous studies is not merely a technical omission but a structural factor that enables fraud, as explained through Fraud Diamond Theory. This study also advances beyond Hardiyan ([2023](#)) by demonstrating that transparency principles without operational norms governing procurement contract disclosure are insufficient to prevent corruption within procurement processes. Compared with international open contracting literature ([Duguay et al., 2023](#)), this study highlights that the Indonesian SOE context requires an adapted normative model that accommodates the dual character of SOEs as both public institutions and commercial entities, a dimension that remains insufficiently addressed in existing comparative studies. Overall, this discussion emphasizes that reconstructing the normative framework for SOE procurement contract disclosure is not merely an agenda for technical regulatory reform. Rather, it represents a legal reform project responding directly to regulatory configurations that have repeatedly enabled corruption, reinforces the relevance of Fraud Diamond Theory as a diagnostic framework applicable not only at the individual level but also at the institutional design level, and provides a strong doctrinal argument that, within the regulatory ecosystem following Law Number 1 of 2025, contract disclosure-based prevention strategies represent the most effective pre-emptive instrument without relying solely on penal mechanisms that now face increasing normative constraints.

CONCLUSION

Based on the results and discussion, it can be concluded that the main problem in the procurement of goods and services in SOEs lies in the gap between the affirmation of the principle of transparency within the positive legal framework and the absence of operational obligations for clear, measurable, and enforceable contract disclosure. Normatively, the 1945 Constitution, the SOE Law, the KIP Law, and various derivative regulations have positioned transparency, accountability, and economic democracy as fundamental principles of SOE management and procurement. However, these principles remain at the declarative level because they have not been transformed into proactive, standardized, and binding obligations for the publication of procurement contracts and contract addenda applicable to all SOEs. This regulatory void has created a regime of contractual secrecy, positioning transparency as a "right to be pursued" through information requests and disputes rather than as a systemic obligation imposed on public institutions.

An analysis of procurement corruption cases involving PLN, Merpati, Pelindo II, and Amarta Karya demonstrates that contracts and contract addenda function as instruments for legitimizing mechanisms such as direct appointment, price mark-ups, fictitious procurement, and the manipulation of contract amendments, which are facilitated by limited public access to these documents. Viewed through the Fraud Diamond Theory, this normative configuration structurally preserves and reinforces the elements of opportunity and capability among perpetrators because opportunities for contractual manipulation remain extensive, while the authority and capabilities of procurement officials and directors are not adequately balanced by effective external oversight mechanisms. Within this context, the ex post penal approach under the Corruption Law has proven

insufficient to transform the structural conditions of opportunity and capability that enable recurring fraudulent practices.

The findings of this study confirm the existence of a substantial normative gap between the principle of transparency and the absence of operational obligations for SOE procurement contract disclosure; the recurring pattern of contractual fraud in which contracts and contract addenda become mechanisms for legitimizing concealed irregularities; and the necessity for normative reconstruction of contract disclosure obligations that are self-executing, supported by clear minimum standards, enforceable sanctions, and independent verification mechanisms. Therefore, the obligation to disclose SOE procurement contracts must be designed as a pre-emptive and systemic legal strategy for corruption prevention, directly addressing the opportunities and capabilities of potential perpetrators while simultaneously realizing the mandate of economic democracy and accountability in the management of state assets as stipulated in Article 33 of the 1945 Constitution. This study is limited to a normative-dogmatic analysis and does not empirically examine the feasibility of implementation. Future research should: (1) conduct empirical studies on SOE institutional readiness for contract disclosure; (2) develop regulatory impact analyses of disclosure obligations; (3) examine the effectiveness of graduated sanctions through comparative studies; and (4) investigate the intersection between contract disclosure requirements and sector-specific confidentiality obligations in regulated industries.

ACKNOWLEDGEMENT

The author gratefully acknowledges Universitas Pancasila for its academic support and all scholars, legal institutions, and public sources whose materials informed this study. Appreciation is also extended to those contributing to the development of research on transparency, SOE governance, and corruption prevention in Indonesia.

AUTHOR CONTRIBUTION STATEMENT

Andi Wahyu Wibisana solely contributed to the conceptualization, legal research design, collection and analysis of legal materials, development of the normative model, drafting, revision, and final approval of the manuscript.

REFERENCES

- Amuzat, O. (2025). Combating procurement fraud in the public sector. *Modern Anthology in Education, Administration, Science, and Technology*, 24–38.
- Aouabed, C. (2025). The principle of procedural transparency in light of the developments of Law No. 23-12 defining the general rules on public procurement and corruption prevention. *Journal of Law and Sustainable Development*, 13(4), e04386. <https://doi.org/10.55908/sdgs.v13i4.4386>
- Ariffin, T. B. B., & Renaldy, R. (2023). Meningkatkan peranan perusahaan BUMN yang sudah go publik dalam mengoptimalkan pengelolaan bisnis berbasis budaya dan kepastian hukum. *Audi Et AP: Jurnal Penelitian Hukum*, 2(1), 36–43. <https://doi.org/10.24967/jaeap.v2i01.2079>
- Batista, D. A. (2024). Enhancing transparency and accountability in public procurement: Exploring blockchain technology to mitigate records fraud. *Records Management Journal*, 34(2/3), 151–170. <https://doi.org/10.1108/RMJ-10-2023-0054>
- Bayked, E. M., Menelik, M. M., Toleha, H. N., Workneh, B. D., Wendie, T. F., & Kahissay, M. H. (2024). Transparency and corruption risk in pharmaceutical procurement practices at public health facilities in Northeast Ethiopia: A multi-facility study. *Journal of Pharmaceutical Policy and Practice*, 17(1), 2432446. <https://doi.org/10.1080/20523211.2024.2432446>
- Budiawan, W. (2024). Transparency in the preparation of terms of reference in the goods and services procurement system in BUMN. *Journal of Law, Politic and Humanities*, 5(1), 436–444. <https://doi.org/10.38035/jlph.v5i1.787>
- Chimonaki, C., Papadakis, S., & Lemonakis, C. (2023). Perspectives in fraud theories – A systematic review approach. *F1000Research*, 12, 933. <https://doi.org/10.12688/f1000research.131896.1>
- Corona, C., & Kim, T. W. (2024). Contract disclosure under external scrutiny. *The Accounting Review*, 99(2), 169–194. <https://doi.org/10.2308/TAR-2020-0717>
- Dandi, M. (2026). The displacement problem: Why digitalising public procurement relocates corruption rather than removing it. *Governance and Fraud Journal*, 1(1), 9–15.

- Di Porto, F. (2023). Algorithmic disclosure rules. *Artificial Intelligence and Law*, 31(1), 13–51.
- Djuniarsono, R., Roestamy, M., & Suhartini, E. (2023). Privatisasi BUMN sebagai pilar perekonomian nasional dalam perspektif hukum bisnis. *Jurnal Ilmiah Living Law*, 15(1), 1–15. <https://doi.org/10.30997/jill.v15i1.7931>
- Duguay, R., Rauter, T., & Samuels, D. (2023). The impact of open data on public procurement. *Journal of Accounting Research*, 61(4), 1159–1224. <https://doi.org/10.1111/1475-679X.12479>
- Ernawati, E., Suhariningsih, S., Kusumadara, A., & Santoso, B. (2023). Aligning State-Owned Enterprises with constitutional values: The case of Indonesian BUMN holding companies. *Ascarya: Journal of Islamic Science, Culture and Social Studies*, 3(2), 141–150. <https://doi.org/10.53754/iscs.v3i2.639>
- Fadel, N., Askafi, E., & Mutiara, N. (2026). Internal Government Audit Supervision Model For Fraud Control In Public Procurement: Evidence From Kediri City Government. *Jurnal Apresiasi Ekonomi*, 14(2), 561–569.
- Fontana, S., & d'Agostino, G. (2025). Threshold of shadows: Unveiling organised crime in Italian municipal public procurement. *European Journal of Political Economy*, 102752.
- Gallego, J., Rivero, G., & Martínez, J. (2021). Preventing rather than punishing: An early warning model of malfeasance in public procurement. *International Journal of Forecasting*, 37(1), 360–377. <https://doi.org/10.1016/j.ijforecast.2020.06.006>
- Hardiyan, S. P. (2023). Perspektif hukum dalam keterbukaan, transparansi, proporsional, dan penegakan hukum pada kontrak pengadaan barang dan jasa pemerintah. *Perspektif Hukum*, 23(2), 262–283. <https://doi.org/10.30649/ph.v23i2.260>
- Herandi, Y., & Bouzarjomehri, H. (2026). Enhancing Transparency in the Public Pharmaceutical Sector to Reduce Corruption While Increasing Trust: A Policy Brief for a Developing Country. *Health Technology Assessment in Action*.
- Humphrey, E. A., Enofe, A. O., & Ehigie, I. P. (2023). Fraud Diamond: Detecting fraudulent behaviours in a firm. *Journal of Corporate Governance Research*, 7(1), 31–46. <https://doi.org/10.5296/jcgr.v7i1.20405>
- Kamal, M., & Elim, J. (2021). The strategy to optimize the role of Government Internal Supervisory Apparatus (APIP) in procurement fraud risk management in Industry 4.0. *Jurnal Tata Kelola Dan Akuntabilitas Keuangan Negara*, 7(2), 151–168. <https://doi.org/10.28986/jtaken.v7i2.588>
- Kohler, J. C., & Dimancesco, D. (2020). The risk of corruption in public pharmaceutical procurement: How anti-corruption, transparency and accountability measures may reduce this risk. *Global Health Action*, 13(sup1), 1694745. <https://doi.org/10.1080/16549716.2019.1694745>
- Kon, Z. S., Lim, Y.-H., Choong, Y.-O., Paloosamy, J. R., & Low, B. T. (2024). The influence of pressure on intention to commit fraud: The mediating role of rationalization and opportunities. *Asian Journal of Business Ethics*, 13(1), 175–195. <https://doi.org/10.1007/s13520-024-00192-x>
- Lopes, C. S. A., & Romão, A. L. (2021). A contratação pública como instrumento para a transparência e concorrência das compras públicas em Portugal. *New Trends in Qualitative Research*, 9, 267–277. <https://doi.org/10.36367/ntqr.9.2021.267-277>
- Marselina, P. P., & Astariyani, N. L. G. (2025). Normative conflict between the State Finance Law and the State-Owned Enterprises Law regarding the status of separated state assets. *West Science Interdisciplinary Studies*, 3(08), 1389–1395. <https://doi.org/10.58812/wsis.v3i08.2189>
- Nemec, P., Ďuricová, V., & Kubak, M. (2023). Institutions, corruption and transparency in effective healthcare public procurement: Evidence from Central and Eastern Europe. *Post-Communist Economies*, 35(6), 619–646. <https://doi.org/10.1080/14631377.2023.2213465>
- Rohmaniyah, S. M., & Tarjo. (2020). Dissect fraud of planning and bidding for procurement of goods and service. *International Journal of Managerial Studies and Research*, 8(11), 26–33. <https://doi.org/10.20431/2349-0349.0811004>
- Sgrò, F. (2021). Transparency and accountability of the Italian public administration in the context of public procurement: The case of below-threshold contracts. In P. Mikuli & G. Kuca (Eds.), *Accountability and the Law: Rights, Authority and Transparency of Public Power* (pp. 174–192). Routledge. <https://doi.org/10.4324/9781003168331-13>
- Silveira, M. A. C. da. (2026). *Contratação pública: os mecanismos de transparência e controlo social no Brasil e em Portugal*.
- Siregar, H., Nababan, R., Habeahan, B., & Gulo, B. F. (2025). Resolution of disputes on disclosure of public information: Judicial approach through adjudication and litigation based on Law Number

- 14 of 2008 concerning openness of public information. *Golden Ratio of Law and Social Policy Review*, 4(2), 42–47. <https://doi.org/10.52970/grlspr.v4i2.928>
- Solechan, Sonhaji, & Wibawa, K. C. S. (2024). Enhancing information transparency for effective governance: A study on government procurement in Indonesia. *Pakistan Journal of Criminology*, 16(2), 873–886. <https://doi.org/10.62271/pjc.16.2.873.886>
- Sopian, S., Yustiana, S., & Prabowo, M. (2025). The role of external auditors in mediating the relationship between internal audit and sustainable procurement. *Jurnal Akuntansi, Ekonomi Dan Manajemen Bisnis*, 13(1), 165–177. <https://doi.org/10.30871/jaemb.v13i1.9156>
- Wiraguna, M. A., & Hidayah, A. (2024). Prinsip Good Corporate Governance dalam pengelolaan Badan Usaha Milik Negara perspektif hukum bisnis. *Solusi*, 22(1), 127–136. <https://doi.org/10.36546/solusi.v22i1.1500>