

Profit-Sharing Contracts in Qanun Sharia Financial Institutions in BSI Lhokseumawe

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Abstract

This study aims to determine the implementation of profit-sharing based contracts at BSI Lhokseumawe, and the obstacles faced and efforts of BSI Lhokseumawe in implementing profit-sharing based contracts based on Article 14 of Qanun Number 11 of 2018 concerning Islamic Financial Institutions. This study uses empirical research methods and empirical juridical approaches. Data were obtained through field research and library research. Data analysis was carried out qualitatively. The results of the study show that BSI Lhokseumawe has carried out financing by prioritizing profit-sharing based contracts but has not reached a percentage based on Article 14 of Qanun Number 11 of 2018 concerning Islamic Financial Institutions. Factors that become obstacles for BSI are internal factors in the form of twice the bank transfer process, and technical obstacles such as networking, as well as external factors in the form of a lack of knowledge of prospective customers or the public regarding Islamic banks and conventional banks. It is suggested to BSI be able to maximize achievement, especially in prioritizing profit-sharing based contracts for Small and Medium Enterprises (MSMEs) so that this empowerment can have a significant impact on achieving the percentage of profit-sharing-based contracts by the provisions of Article 14 paragraph (7) of Qanun Number 11 2018 concerning Islamic Financial Institutions. The community is expected to be able to learn about Islamic banks and conventional banks, to assist banks in implementing existing regulations.

Keywords: *Profit Sharing Based Contract; Financing; Islamic Financial Institutions.*

Abstrak

Urgensi penelitian ini untuk mengetahui implementasi akad berbasis bagi hasil pada BSI Lhokseumawe, dan kendala yang dihadapi serta upaya BSI Lhokseumawe dalam implementasi akad berbasis bagi hasil berdasarkan Pasal 14 Qanun Nomor 11 Tahun 2018 tentang Lembaga Keuangan Syariah. Penelitian ini menggunakan metode penelitian empiris dan pendekatan yuridis empiris. Data diperoleh melalui penelitian lapangan (field research) dan penelitian kepustakaan (library research). Analisis data dilakukan secara kualitatif. Hasil penelitian menunjukkan, bahwa BSI Lhokseumawe



sudah melaksanakan pembiayaan dengan mengutamakan akad berbasis bagi hasil tetapi belum mencapai persentasi berdasarkan Pasal 14 Qanun Nomor 11 Tahun 2018 tentang Lembaga Keuangan Syariah. Faktor yang menjadi hambatan bagi BSI adalah faktor internal berupa dua kali proses pemindahan bank, dan kendala teknis, seperti jaringan. Kendala teknis ini merupakan kendala secara umum yang tidak hanya berdampak bagi pembiayaan berbasis bagi hasil (mudharabah dan musyarakah), namun berdampak juga bagi pembiayaan-pembiayaan lainnya, seperti murabahah. Selain itu, adanya faktor eksternal berupa kurangnya pengetahuan calon nasabah atau masyarakat mengenai bank syariah dan bank konvensional. Disarankan kepada BSI agar dapat memaksimalkan pencapaian, khususnya dalam mengutamakan akad berbasis bagi hasil pada Usaha Kecil dan Menengah (UMKM) sehingga pemberdayaan ini dapat memberikan dampak yang signifikan terhadap pencapaian persentasi akad berbasis bagi hasil sesuai dengan ketentuan Pasal 14 ayat (7) Qanun Nomor 11 Tahun 2018 tentang Lembaga Keuangan Syariah. Masyarakat diharapkan dapat mempelajari mengenai bank syariah dan bank konvensional, agar membantu bank dalam melaksanakan regulasi yang ada.

Kata Kunci: Akad Berbasis Bagi Hasil; Pembiayaan; Lembaga Keuangan Syariah.

INTRODUCTION

Chapter 1 paragraph (3) of the Constitution of the Republic of Indonesia states that "Indonesia is a state of law", when viewed from the history of its application, law in Indonesia comes from three sources, namely sources of western law, Islamic law and customary law (Kamarusdiana, 2016). After the 1998 Reformation which resulted in an amendment to the Constitution of the Republic of Indonesia, there was a change in the pattern of relations between the central government in Jakarta and local governments, in the form of a change in the government system that was centralized to a decentralized form (Alim, 2010). This is indirectly felt by the Aceh Province in carrying out its government system, coupled with the privileges granted by the state through Law Number 44 of 1999 concerning the Implementation of Privileges of the Special Province of Aceh (Isa, 2012).

One of the privileges of Aceh Province is being able to carry out Islamic law in all fields. With the existence of legality from the central government to implement Islamic law, the Aceh Provincial government responded by issuing several Regional Regulations (Perda). Based on these regulations, it was later developed into regional regulations concerning the administration of Islamic law which at the next level gave birth to the Aceh Qanun. Qanun is a law that has the same degree as a regional regulation. The implementation of the Qanun to fully apply Islamic law is based on the fact that Islam is the main identity of the Acehnese people, Shari'a was once implemented in Aceh during the sultanate, then Islam was not only seen as a mere guideline, but has become a routine in the daily reality of the Acehnese people (S. Bahri, 2012).

The Aceh government has promulgated regulations related to Islamic financial institutions, namely Qanun Number 11 of 2018 concerning Islamic Financial Institutions. This Qanun is a manifestation of upholding Islamic law in a comprehensive manner and improving the community's economy, as well as equal distribution of income for people who

are able and those who cannot afford (Zulfahmi, 2021). On December 31, 2018, Aceh Qanun Number 11 of 2018 was adopted which contained Islamic Financial Institutions (LKS), a significant step forward in developing the Islamic economy in Aceh. Aceh's superiority in carrying out the implementation of Islamic law goes hand in hand with this. The formation of qanuns for Islamic financial institutions (LKS) in Aceh is based on three factors, namely philosophy, sociology, and legality (M. I. Bahri & Kamaly, 2020).

The presence of Qanun Number 11 of 2018 concerning Islamic Financial Institutions is specific to Aceh and has brought development to the Islamic banking industry in Aceh. Islamic banks are banks whose activities are guided by Islamic law, and do not charge interest or pay interest to their customers (Pransiska & Ilmiah, 2022). Conventional banks located in Aceh are required to convert into Islamic banks. This has an impact on improving the economy of the people of Aceh. Qanun Number 11 of 2018 concerning Islamic Financial Institutions It is government driven by the Aceh regional government in developing the Islamic financial institution industry, especially Islamic banking (Rahmawati & Putriana, 2020).

Through Article 14 of Qanun Number 11 of 2018 concerning Islamic Financial Institutions, the Aceh government asks all Islamic banks in Aceh Province to make it happen, including Bank Syariah Indonesia (BSI). BSI is a merger of State-Owned Banks, namely PT Bank Syariah Mandiri, Bank BNI Syariah and PT Bank BRI Syariah Tbk on February 1, 2021 (Sevtari, 2021). The joining of the three HIMBARA banks indirectly requires that BSI, which is in Aceh Province, must follow the regulations or rules stated in Qanun Number 11 of 2018 concerning Islamic Financial Institutions, one of which is regarding bank business activities. Business activities based on Syariah principles in its operations are manifested in various types of Islamic banking financing products (Faisal, 2011), which include profit sharing-based financing, buying and selling, leasing purchases, services, and good loans (Qardh Hasan), as well as marketing financial products, which regulated in Article 14 of Qanun Number 11 of 2018 concerning Islamic Financial Institutions.

Article 14 paragraph (3) of Qanun Number 11 of 2018 concerning Islamic Financial Institutions states that: "Syariah banks are required to carry out arrangements regarding achieving financing ratios for micro, small and medium enterprises in the context of increasing the economic development of the people of Aceh."

Article 14 paragraph (5) of Qanun Number 11 of 2018 concerning Islamic Financial Institutions states that: "financing channeled by Islamic banks prioritizes profit-sharing based contracts and pays attention to the capabilities and needs of customers."

The financing referred to here is financing for Micro, Small and Medium Enterprises (MSMEs) by prioritizing production-sharing based contracts, where the implementation is carried out in stages based on Article 14 paragraph (7) which states that: "Production-sharing-based contracts should be carried out in stages, namely in 2020 at least 10%, in 2022 at least 20%, and in 2024 at least 40%".

Judging from this year, namely 2022, the percentage of profit-sharing-based contracts in financing activities for MSMEs should have reached at least 20%. Considering that Qanun Number 11 of 2018 concerning Islamic Financial Institutions was legally promulgated on January 4, 2019, and in its provisions 3 (three) years after this Qanun became legal, all financial institutions in Aceh Province must apply sharia principles in all their business activities. Business activities based on sharia principles in its operations are manifested in various kinds of syariah banking financing products (Faisal, 2015).

The validity of Qanun Number 11 of 2018 concerning Islamic Financial Institutions requires Islamic banks located in Aceh province to implement article by article, including Article 14 paragraph (5) and paragraph (7), which contains the percentage of profit sharing-based contracts in financing activities for MSMEs that must be achieved by Islamic banks in Aceh Province within a certain period, while BSI was only merged on February 1, 2021. Based on preliminary data obtained from the field, it is known that BSI has not been able to fully implement the provisions contained in Qanun Number 11 of 2018 concerning Islamic Financial Institutions, one of which is Article 14 of this Qanun, because BSI has just been established and is still very young, namely only 1 (one) year. Based on the background above, this needs to be studied more deeply to find out, see and describe the implementation of profit-sharing based contracts based on Article 14 paragraph (5) and paragraph (7) of Qanun Number 11 of 2018 concerning Islamic Financial Institutions at BSI located in Lhokseumawe City. Lhokseumawe is a pluralistic society with its existence between the Banda Aceh-Medan causeways.

DISCUSSION

Implementation of Profit Sharing-Based Contracts at Bank Syariah Indonesia (BSI) Lhokseumawe Based on Article 14 of Qanun Number 11 of 2018 Concerning Islamic Financial Institutions

The development of the Islamic finance industry in Indonesia is growing rapidly. Islamic financial institutions in Indonesia have a position in the hearts of the Indonesian Muslim community, especially in the Islamic banking industry. The Islamic banking industry is able to serve the financial needs of the community through financing and savings services on a non-usury basis (Senoaji, 2018).

BSI provides services to the community and meets market needs in Lhokseumawe City, starting from raising funds (funding), financing (landing) and other service products (services). Financing is one of BSI's main products in Lhokseumawe. The target of this financing is one of the Micro, Small and Medium Enterprises (MSMEs). MSMEs are productive business units that stand alone, which are carried out by individuals or business entities in all economic sectors (Hanım & Noorman, 2018). With financing for MSME business development, BSI, which is located in Lhokseumawe, opened a Micro Unit. There are 2 (two) units in financing at BSI, namely Retail and Micro Units. (Interview with Muhammad Adji Apriyansyah, as Relationship Manager, December 12,

2022. (n.d). Retail is a work unit that provides services in the form of financing to individuals or entrepreneurs with very small business scales. This financing can be provided for consumption purposes, small investments, and working capital financing (Ismail, 2017). The Sharia Micro Unit is a work unit that provides services in the form of financing to people who have small and medium businesses, whether in the form of trading, production (manufacturing) and services (Zulfiyanda et al., 2020).

The business carried out by the Micro Unit at BSI Lhokseumawe in carrying out their duties is to use financing transactions. There are 3 (three) types of financing implemented at BSI Lhokseumawe, namely investment financing, working capital financing and Mitra Guna/consumptive financing. Investment financing is provided by banks to customers for the procurement of capital goods (fixed assets) that have economic value of more than one year. Consumption financing is provided to customers to purchase goods for personal use and not for business purposes. Working capital financing is used to meet working capital needs which usually run out in one business cycle, where the needs that can be financed are the needs for raw materials, wages, purchases of goods, and other funding needs which are permanent in nature for only one year. (Interview with Mizwar, as Business Manager, December 6, 2022. (n.d)).

The initial step taken by the customer in financing is to apply for financing to the bank, after which the bank comes to the customer, and sees the customer's business, explores and pays attention to the customer's potential regarding the customer's needs and capabilities. After knowing what the needs of MSME customers are, then a suitable contract is determined for the customer, in accordance with the complaint sharia (compliance with sharia contracts) and the customer's needs. Then the bank will provide a letter of offer, which contains the bank's approval for financing, and the benefits to be obtained by the bank and the customer. If the offer letter is approved by the customer, then the financing will be held. (Interview with Muhammad Adji Apriyansyah, as Relationship Manager, December 12, 2022. (n.d)).

Regarding the *ujrah* negotiation between the bank and the customer, it is carried out before the offer letter, after the customer makes an application, the bank will estimate the *ujrah* and the amount of financing needed. So if the customer is unable, they will submit another negotiation, and the bank will consider it, then decide again, then the bank will issue a letter of offer. If the customer still cannot afford the amount determined by the bank, or the bank feels that the submission of the *ujrah* amount submitted by the customer is not in accordance with the provisions, then the bank will assume that the customer cannot do business with the bank. This means that the application for funding cannot be accepted.

The agreed financing contract is then executed, and in the implementation process, the bank has several tasks, including:

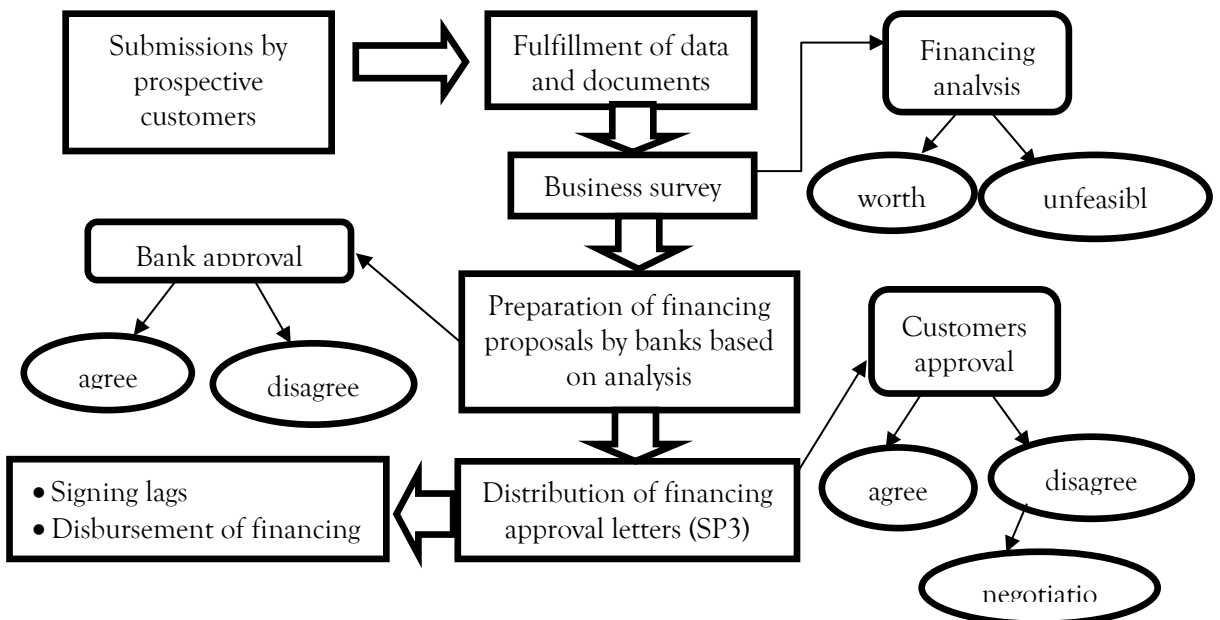
1. Ensuring that the customer is smooth in payment until it is paid off.

2. fostering relationships with customers such as fostering the customer's business so that the business is not stagnant, so that the bank knows whether the financing provided to customers is on target or not. This also aims to avoid misappropriation of financing provided by banks.
3. Controlling the customer's business, which will later be carried out by a financial adviser, where the bank acts as a provider of advice and input for the business being carried out by the customer. (Interview with Muhammad Adji Apriyansyah, as Relationship Manager, December 12, 2022. (n.d).

The steps taken to obtain financing from BSI bank are that the customer applies for financing to BSI, then BSI analyzes and looks at the customer's capabilities and needs, then provides a letter of offer, and if the customer agrees, then there is a financing agreement between the customer and BSI bank. The margin of financing made with the bank is determined by the bank and if the customer does not agree, then the customer may submit negotiations, if agreed, then the next stage is disbursement of financing. (Interview with Febrina Yanti, as a BSI financing customer, MSME Business Actor, December 12, 2022. (n.d)). In theory, the technical aspect of murabaha financing is that the bank must provide (murabaha assets) the customer's needs in accordance with the qualifications agreed upon during the negotiations (Zulfikri et al., 2019).

Based on the explanations and presentations from some of the sources above regarding the implementation of financing to MSMEs and the procedure for applying for financing, it can be described that the implementation of financing or procedures for applying for financing for MSMEs carried out by Micro Units at BSI street Merdeka 3 Lhokseumawe is as follows:

Scheme 1: Base on field implementation



There are only 3 (three) contracts used to finance MSMEs that transact at BSI Lhokseumawe, namely Murabahah (the principle of buying and selling goods in installments with the addition of margin), Musyarakah (the general form of a partnership business is profit sharing where combining capital or labor in doing business) and Ijarah (a contract used to utilize something within a certain period of time). The Murabahah contracts implemented at BSI Merdeka Branch 3 Lhokseumawe dominate more than the other two contracts, as evidenced by the percentage of contracts reaching around 67% in 2022. Murabaha contracts are easier to implement because they get definite benefits from the start. This contract begins with the bank purchasing goods needed by the customer to run its business, then the goods are given to the customer where the customer is obliged to pay installments every month and pay the margin/profit that will be obtained by the bank in accordance with the bank's agreement with the customer. The agreed margin cannot be changed, and the payment must be in accordance with the agreed amount. (Interview with Muhammad Adji Apriyansyah, as Relationship Manager, December 12, 2022. (n.d)).

This ijarah contract is carried out by first holding a bai' (sale and purchase) of the customer's assets between the bank and the customer. In implementing MSME financing at the BSI Merdeka 3 Lhokseumawe branch, Ijarah contracts are classified as contracts with a small percentage, which is around 15% in 2022. (Interview with Mizwar, as Business Manager, December 6, 2022. (n.d)). Ijarah is an agreement to transfer the right to use an item or service within a certain time by paying wages and not changing the ownership of the item. In short, ijarah is a lease agreement to rent an item for a certain time through lease payments. Etymologically al-ijarah comes from the word al-ajru which means al-iwadh (replacement), that's why ats-tsawabu in the context of reward is also named al-ajru (wages) (Hufadi & Lakuanine, 2021).

Based on positive law in Indonesia, the name cannot be reversed directly between two parties, in the sense that the certificate of the goods being rented cannot be reversed, from what was originally in the name of the customer to then changed to the name of the bank, after a sale and purchase is made. Then there is a notarial bai' agreement to guarantee bank security. With the existence or agreement of a notarial bai' contract or perhaps a private deed, it means that the customer agrees to transfer his assets to the bank. Assets that have been transferred by the bank will be leased by the bank to customers. This rental payment is different from a margin, where the margin amount cannot be changed by even one rupiah, but with a rental contract, the price can change according to the wishes of the owner of the leased asset, meaning that the bank can increase or decrease the rental price, but still taking into account the ability of the customer.

The third contract used in financing transactions for MSMEs is a working capital contract, which in this case is a *musyarakah* contract, which is a cooperation agreement between two or more parties for a particular business, each party providing funds (or

competition, knowledge) and for profit and risk. In accordance with the agreement. A joint venture between two or more owners of capital or expertise to run a legal and productive business (Hasanah & Ichfan, 2021), where working capital financing is based on profit sharing. Financing for MSMEs that use this contract is still low, which has a presentation of around 18% in 2022. The sources of capital for *musyarakah* contracts come from both parties, namely the bank and the customer. After the customer applies for financing, the bank will provide capital. Then the customer runs his business and provides profit-sharing *ujrah* to the bank according to what has been agreed with the bank, based on the proportion of capital/proportionately given in his business. When viewed from the customer's balance sheet, which can be financed by a bank with a production sharing contract for business capital, it can only be financed from the accounts receivable and inventory side. Apart from these two things, the financing function is not for working capital. (Interview with Muhammad Adji Apriyansyah, as Relationship Manager, December 12, 2022. (n.d)).

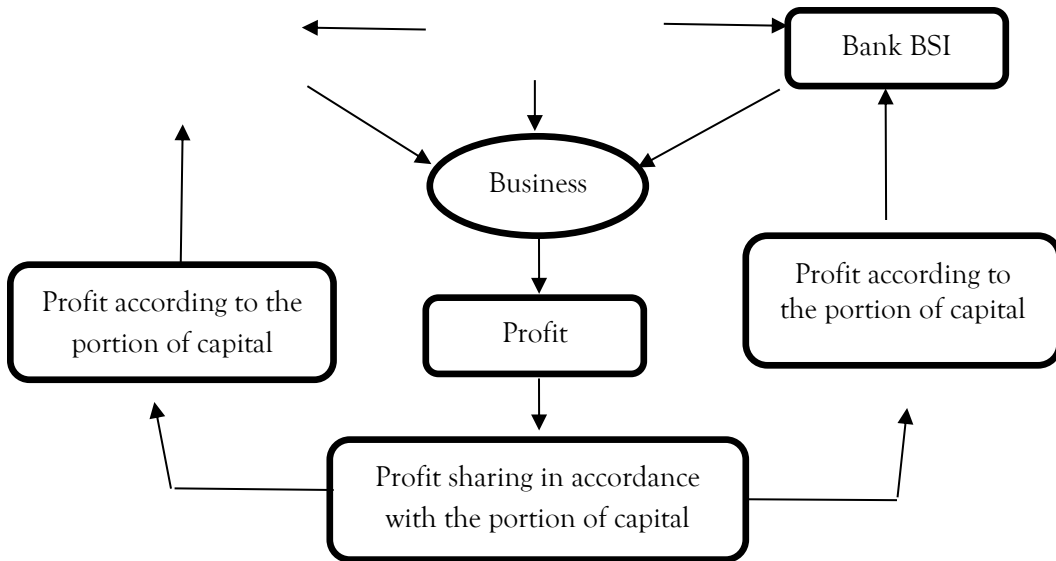
This profit-sharing-based financing with a *musyarakah* contract is channeled not in the form of cash, but the bank will buy goods from the MSME customer and then be supplied by the bank, and there are conditions that must be met by the customer. The distribution of business results is in accordance with the agreed ratio while the losses are determined in accordance with the proportion of each capital or according to the initial contract. Parties who provide capital may participate in running the business, but this is not a requirement. The owners of capital can share the work according to the initial agreement and they can ask for a salary according to the service contribution they have made to the business (Kurniasari & Bharata, 2020).

Ujrah (wages) profit sharing from this financing is given every month, depending on the negotiation, because the working capital period rotates, the term is 12 (twelve) months, and every month, the customer will pay a margin. If it is due and the customer is unable to pay, it will be returned to BSI policy, namely if the customer has difficulty making a payment, negotiations will be held for a settlement which is carried out by rescheduling a repayment or rescheduling. (Interview with Mizwar, as Business Manager, December 6, 2022. (n.d)).

The procedure for implementing profit-sharing-based financing with a *Musyarakah* contract at BSI Jalan Merdeka 3 Lhokseumawe Branch is as follows:

Scheme 2: Based on implementation in the field





Judging from Qanun Number 11 of 2018 concerning Islamic Financial Institutions, the percentage of MSME financing with profit sharing-based contracts in 2020 should have reached at least 10%, and facts on the ground show that this percentage has been achieved by banks in accordance with the targets set, and by in 2022, the percentage of MSME financing with profit-sharing-based contracts should reach at least 20%, but based on the data obtained, that in 2022, the percentage of MSME financing with profit-sharing based contracts has not yet reached the target set by Qanun Number 11 of 2018 concerning Institutions Sharia Finance, with the following data: (Interview with Muhammad Rudi Irwansyah, as micro marketing manager, December 6, 2022. (n.d)).

1. In 2020, when the bank converts, financing using profit-sharing based contracts has reached 15%,
2. In 2021, when banks merge, financing using profit-sharing based contracts will have reached 16%.
3. In 2022 if calculated until November 2022, financing based on profit sharing will only reach 18%.

Based on explanations from sources and data and schemes that have been described, it can be explained that the implementation of financing by prioritizing production-sharing-based contracts by paying attention to the capabilities and needs of customers has been carried out, as evidenced by the analysis carried out by the bank before the transaction is entered into, in accordance with Article 14 paragraph (5) Qanun Number 11 of 2018 concerning Islamic Financial Institutions. So based on the existing implementation in the field, it can be stated that the bank has conducted an analysis of the capabilities and needs of customers in carrying out all financing transactions, one of which is profit-sharing-based financing for MSMEs with *musyarakah*

contracts. This means that the bank has paid attention to the capabilities and needs of customers before financing is contracted, so that Article 14 paragraph (5) of Qanun Number 11 of 2018 concerning Islamic Financial Institutions has been implemented properly.

Regarding the achievement of the percentage of financing with a profit-sharing based contract in 2020, BSI, which is still a BRISyariah bank, Merdeka 3 Lhokseumawe branch, has been able to achieve according to Article 14 paragraph (7) of Qanun Number 11 of 2018 concerning Islamic Financial Institutions, namely that in its implementation it has reach about 15%. However, in 2022 if counted until November 2022, the banks that have been merged into the BSI Merdeka 3 Lhokseumawe branch have not been able to achieve according to Article 14 paragraph (7) of Qanun Number 11 of 2018 concerning Islamic Financial Institutions, namely in its implementation it has only reached 18%, whereas in Article 14 paragraph (7) of Qanun Number 11 of 2018 concerning Islamic Financial Institutions it states that in 2022, the achievement of the percentage of financing with profit-sharing based contracts in this case using *musyarakah* should have reached 20%, but based on field data, it is found that the percentage financing with a profit-sharing based contract implemented at the BSI Merdeka 3 Lhokseumawe branch has only reached 18% based on calculations in November 2022. This means that the implementation of Article 14 paragraph (7) of Qanun Number 11 of 2018 concerning Islamic Financial Institutions has not been fully implemented at the BSI branch Merdeka 3 Lhokseumawe.

Obstacles Faced and Efforts Undertaken by Bank Syariah Indonesia (BSI) Lhokseumawe in Implementation of Profit Sharing-Based Contracts Based on Article 14 of Qanun Number 11 of 2018 Concerning Islamic Financial Institutions

The implementation of Article 14 of Qanun Number 11 of 2018 concerning Islamic Financial Institutions by BSI has problems in the implementation process. These obstacles arise due to internal and external factors, which are detailed as follows:

1. The biggest obstacle in implementing Article 14 of Qanun Number 11 of 2011 concerning Islamic Financial Institutions is that this BSI bank "goes slowly, cannot run straight away", because previously its parent was the conventional People's Bank of Indonesia (BRI), therefore its implementation is gradual and predictable slower than other banks. In 2019 July, the bank still has the status of a conventional BRI bank. Then, in August 2019, the bank converted to BRIS, and in its implementation, BRIS first converted financing activities to sharia-based financing, until 2020, the bank still has BRIS status. At the end of 2020, information was conveyed regarding the bank merger from BRIS to BSI. In January 2021, the bank will still have the status as BRIS, then in February it will only be BSI. So there are two transfer processes, the first is conversion, the second is merger. This greatly affects operational policies and all bank activities. BSI has just been established, and it is demanded that it must be able to follow

new regulations or rules again as a result of conversions and mergers, so this of course becomes an obstacle in the implementation of regulations in the form of Qanun Number 11 of 2018 concerning Islamic Financial Institutions. (Interview with Wilda Sari, Financing Operation Staff, December 6, 2022. (n.d)).

2. In terms of customers, there are obstacles, where there are still many people who think that BSI is the same as conventional banks, so education to the public regarding transactions carried out at Islamic banks is still lacking, so that the community's assessment affects the number of customers who make transactions in sharia banks, one of which is BSI. (Interview with Muhammad Adji Apriyansyah, as Relationship Manager, December 12, 2022. (n.d).
3. The third obstacle experienced by the BSI Merdeka 3 Lhokseumawe branch in implementing Article 14 of the Qanun on Islamic Financial Institutions includes technical obstacles, such as networks and ATM machines, which are now being optimized and efforts are being made to minimize these technical obstacles because when we received reports of these disturbances, the bank will immediately handle it. (Interview with Mizwar, as Business Manager, December 6, 2022. (n.d).

Based on the obstacles that have been described, the BSI Merdeka 3 Lhokseumawe branch continues to strive to meet the targets specified in Article 14 of Qanun Number 11 of 2018 concerning Islamic Financial Institutions. The bank's efforts to deal with the constraints that have been described are:

1. Continue to recruit old employees who are ready to work, where employees or workers at BSI are the same workers as the parent bank before the merger. So these workers are not new people, but people who have been previously trained, and are ready to face possible obstacles or risks that will occur. Even though these workers initially worked in conventional banks, these workers have been able to adapt to the Islamic banking system and adapt to new products, namely profit-sharing-based financing, which is one of them. (Interview with Wilda Sari, Financing Operation Staff, December 6, 2022. (n.d)).
2. BSI is trying to go straight to the field when there are reports related to technical problems, so that the implementation of any transaction, including profit-sharing based financing transactions, is not hampered, and BSI is trying to minimize technical problems by always monitoring the reports that reach BSI. (Interview with Mizwar, as Business Manager, December 6, 2022. (n.d).)
3. The third effort regarding public education, BSI in carrying out its business activities first explains Islamic banks and conventional banks, so that customers become more knowledgeable and have the knowledge and confidence to make transactions at Islamic banks, one of which is BSI bank. (Interview with Muhammad Adji Apriyansyah, as Relationship Manager, December 12, 2022. (n.d).

Based on these details, it can be understood that the obstacles experienced by BSI in implementing Article 14 of Qanun Number 11 of 2018 were due to internal factors in the form of two bank transfers and technical constraints, and external factors in the form of a lack of public education regarding Islamic banks and conventional banks. The efforts of the BSI Merdeka 3 Lhokseumawe branch in dealing with obstacles and obstacles are first, by continuing to recruit old employees, who have been working at the BRIS bank from the start, because these workers and employees have experience in handling various banking risks, so this can minimize risks for implementation any rules or regulations set forth for BSI. The second effort is that BSI seeks to go directly to the field when there are reports related to technical problems, so that the implementation of any transaction, including financing transactions based on profit-sharing contracts, is not hampered. The third effort regarding public education, BSI in carrying out its business activities first explained about Islamic banks and conventional banks, so that customers become more knowledgeable and have the knowledge and confidence to make transactions at Islamic banks, one of which is BSI bank.

CONCLUSION

The implementation of profit-sharing based contracts at Bank Syariah Indonesia (BSI) Lhokseumawe is not fully in accordance with Article 14 of Qanun Number 11 of 2018 concerning Islamic Financial Institutions. The bank conducts an analysis in the form of paying attention to the capabilities and needs of customers before financing is contracted, but the percentage of profit sharing-based financing for MSMEs based on November 2022 calculations has only reached 18% from what should have been 20%. This means that the implementation of Article 14 paragraph (5) of Qanun Number 11 of 2018 concerning Islamic Financial Institutions has been implemented properly, but Article 14 paragraph (7) of this Qanun has not been fully implemented.

The obstacles faced by Bank Syariah Indonesia (BSI) Lhokseumawe, arose due to internal factors, namely the operational system and applicable policies, where the bank made two transfers, the first was the conversion from conventional BRI banks to BRIS, the second was the merger from BRIS banks to other banks. BSI, and technical problems such as network and atm machines that often have errors. Then the constraints are due to external factors, namely the lack of public education about Islamic banks and conventional banks. The efforts of Bank Syariah Indonesia (BSI) Lhokseumawe to deal with obstacles in the implementation of profit-sharing-based contracts based on Article 14 of Qanun Number 11 of 2018 concerning Islamic Financial Institutions are first, by continuing to recruit old employees, The second effort is that BSI seeks to go directly to the field when there are report regarding technical problems. The third effort regarding public education, BSI in carrying out its business activities first explained about Islamic banks and conventional banks, so that customers become more knowledgeable and have the knowledge and confidence to make transactions at Islamic banks, one of which is BSI bank.

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