

Analysis of Kafalah Financing Application Procedure at KSPPS Tamzis Bina Utama KC Kota Magelang

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Abstract

Tamzis is a sharia financial institution that uses a micro-business financing guarantor system using kafalah services, where the policy mechanism in choosing kafalah services is carried out using the concept of benefit and the principle of prudence. The purpose of this study is to find out and analyze how the procedure for using kafalah services in micro-business financing in Tamzis. This study is a library research with a qualitative method. The primary data source in this study is Tamzis' policy product in choosing kafalah services in micro-business financing. The results of this study are the procedures for using kafalah services in micro-business financing in Tamzis, there are two procedures, direct and indirect guarantors. The procedures from the service provider and Tamzis are structured, sequential and clear.

Keywords: Institutions, Financing, Kafalah

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1. Introduction

Most Indonesian people are Muslim, resulting in the emergence of Islamic banking institutions, such as Bank Syariah Muamalat and traditional banking that runs a dual Islamic banking system. Islamic banks are commercial or corporate entities that operate in the form of Islamic banks and provide services, facilities in the financial sector, including financing and payments, and financial circulation that refer to Islamic standards and principles (Kamal & Rahmati, 2020). Thus, the problems faced by the banking sector cannot be separated from the main problems in the economy. Financial institutions that function as banks do not always apply an interest system. Each of its operations and products developed by the institution are based on Islamic principles (Bakhri, Saiban, & Munir, 2022).

Financial institutions are often described as lenders who facilitate the purchase of goods and services using funds owned by the institution (Kulsum, Pangestu, & Aziz, 2024). In addition, they also play an important role in bridging the gap between the majority of the population and helping people who need loans to make investments. Thus, this institution can be categorized as a commercial institution that provides financing, payment and financial circulation services in accordance with Islamic law.

KSPPS Tamzis Bina Utama is an example of a sharia financial institution (LKS) that operates in a non-bank form and carries out various types of activities that are generally carried out by banks, including

collecting funds from the public and distributing them back to the public. Tamzis offers a variety of products to its customers, including products for collecting funds, distributing funds and services. In the category of products for collecting funds, there are mudharabah products. Meanwhile, in the category of products for distributing funds, the principle of profit and loss sharing/revenue is applied, which includes mudharabah and musyarakah, as well as sale and purchase transactions (bai'), leases (operational leases and financial leases) known as ijarah. In the category of kafalah, hawalah, rahn and various other products (Lestari et al., 2024).

The product service of KSPPS Tamzis Bina Utama KC Kota Magelang utilizes the Kafalah Bil Ujrah contract, which is a guarantee transaction given unconditionally by the guarantor (kafil) to the recipient of the guarantee (makful lahu) (Nurleva & Shofiyah, 2023). In other words, kafalah functions as a guarantee that the guaranteed party will carry out the project and fulfill certain obligations. In other cases, Tamzis acts as a guarantor, where Tamzis will be responsible for making payments to the recipient of the guarantee

Previous research by Rusmini (2020), Kafalah bil ujrah practice procedures at BMT UGT Sidogiri on take over financing was carried out using a kafalah bil ujrah contract. The aim of this approach is to make it easier for customers to pay off their debts. However, even though it looks simpler, the implementation of this contract does not fully meet the requirements of the Sharia because it does not involve the party giving the debt (makful ilaih). Then, research by Jannah & Mahmudi (2023) the kafalah financing procedure became an alternative that could be used to provide bailout funds for the implementation of the Hajj pilgrimage, thereby providing a solution for Muslims who face difficulties in terms of financing. Mahfudloh, Asy'ari, & Huda (2024) also stated that kafalah financing functions as a guarantee for users in carrying out transactions, ensuring that the transactions carried out are halal and in accordance with sharia provisions.

In this context, the analysis of the kafalah financing procedure at KSPPS Tamzis Bina Utama KC Kota Magelang was carried out with the aim of understanding the implementation of kafalah financing in line with the fatwa. The procedures and requirements for submitting kafalah financing at Tamzis KC Kota Magelang will be analyzed in more depth. In this study of the kafalah financing procedure, Tamzis KC Kota Magelang ensures that every transaction carried out is based on sharia principles and on the basis of valid provisions. Thus, it can be proven that Tamzis provides financial services that are in accordance with customer needs, and meet applicable sharia financial standards.

2. Literature Review and Study Focus

This research is one of the author's references in conducting research so that it can provide broad insight for the author and can enrich the theory used in reviewing the research conducted. From previous research, the author did not find research with the same title as the author's title. With the title used by the author, namely "Analysis of Financing Submission Procedures in Kafalah Contracts at KSPPS Tamzis Bina Utama, Magelang City Branch Office". Based on the results of exploration of previous studies via the internet, the researcher found several previous studies that were relevant to this study. Although there is a relationship between the discussion, this study is still very different. The author raised several studies as references in enriching the study material in the author's research. The previous studies are:

1. Suwandi Kusnaedi, et al., Application of the Kafalah Contract in BTN Syariah Parepare Bank Guarantee Services, results:

In the guarantee mechanism there are 3 (three) parties involved, namely, the bank as the guarantor, the guaranteed (customer requesting the guarantee), and the recipient of the guarantee. The implementation of guarantee services at Bank BTN Syariah Parepare is carried out in several stages, namely, the application stage, the analysis stage, the processing stage, and the issuance of the guarantee, and the completion stage of the guarantee. The implementation of guarantee services at Bank BTN Syariah Parepare runs and is carried out well by referring to the Fatwa of the National Council (DSN) Number: 11 / DSN-MUI / IV / 2000 regarding Kafalah. With the issuance of the guarantee, it is very beneficial for both Bank BTN Syariah Parepare and for customers as users of the guarantee service product. The impact on Bank BTN Syariah Parepare is that the bank obtains income from the issuance of the guarantee, thereby increasing the company's fee-based income. Meanwhile, customers can obtain guarantee facilities without requiring a large amount of guarantee allocation or cash collateral, only being required to pay the following costs: premium costs, insurance costs, administration costs and stamp duty.

2. Ahmat Arif Syaifudin, et al., Implementation of the Kafalah Bi Al-Ijarah Contract at the Sroyo Branch of BMT NU, results:

BMT NU Sroyo branch has implemented sharia contracts, one of which is, kafalah bil-ijarah contract which is valid in Islam, kafalah which means guarantee and ijarah which is rent. These two contracts complement each other where the implementation of this contract in BMT NU is from the member asking for a bridging to BMT BU and BMY NU fulfilling the member's request then it is required for the member to pay Ujrah to BMT NU, in accordance with the contract and according to mutual agreement.

3. Muhammad Panca Prana Mustaqin Sinaga, Analysis of the Application of Ujrah in the Kafalah Bil Ujrah Letter of Credit Sharia Agreement, results:

The kafalah contract, which is a guarantee for a third party given by a guarantor to fulfill the second party's obligations, is essentially a kafalah tabarru contract or mutual help in order to spread goodness, so it is not appropriate for someone to ask for compensation in the tabarru contract that he or she has entered into. The sharia Letter of Credit, which is one of the sharia banking products based on the DSN-MUI fata, is permitted to use a kafalah bil ujarah contract. However, it was found that there were two contradictory opinions regarding the application of ujarah in the kafalah contract. Junhur ulama stated that ujarah in a kafalah is forbidden, while some DSN-MUI ulama allow ujarah in a kafalah.

4. Filla Apriliani Mahfudloh, et al., Analysis of the Use of the Kafalah Bi Al-Ujrah Contract on the BSI Hasanah Card Product of Bank BSI-KCP UINSA Surabaya, results:

BSI Hasanah Card is in accordance with sharia principles. The BSI Hasanah card uses three sharia contracts, namely the kafalah bil ujarah, qard and ijarah contracts. The use of the BSI Hasanah Card places restrictions on its users by not being able to use it for types of transactions that are not in accordance with sharia. This can provide a sense of security and eliminate worry for BSI Hasanah Card users from all forms of transactions that contain elements of gharar and usury and are not in accordance with the provisions of Islamic sharia.

5. Asep Supyadillah, Use of Kafalah Bil Ujrah Contract on Export Bill Products: An Innovation in Trade Financing Products, results:

Product innovation is needed by Islamic banks and the use of kafalah contracts in export money order products as part of trade financing is an alternative product that can be implemented by banks.

From several studies mentioned above, there are similarities in the research that the author made, namely the object of the research is the same, examining the kafalah contract on financing products. Meanwhile, the difference from previous studies is that this study focuses on the application of financing products to the kafalah contract, and the research focuses on the Fatwa of the National Sharia Council on Kafalah.

3. Research Design and Method

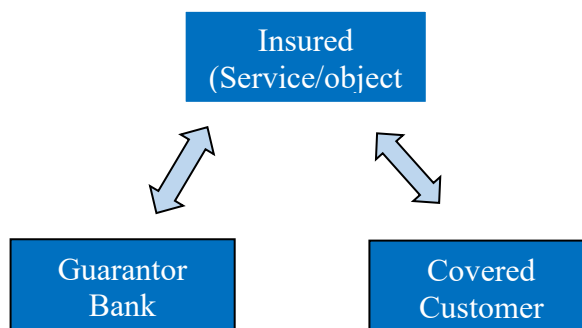
This study uses a qualitative descriptive method where this study uses data in the form of phenomena that occur and behavior or oral sentences from informants. Qualitative research is a research process to understand human or social phenomena by creating a comprehensive and complex picture that can be presented in words, reporting detailed views obtained from informant sources, and carried out in a natural setting (CSEC, 2008). This research was conducted at the KSPPS Tamzis Bina Utama Branch Office of Magelang City in order to find out about the procedure for submitting a kafalah contract.

The data sources taken are primary data in the form of oral answers through interviews with the institution to obtain information. The data obtained is interview data from the Manager of KSPPS Tamzis Bina Utama, Magelang City. As well as secondary data in the form of data obtained by searching for various sources, in this secondary data the researcher searches for various sources from journals and books related to the theme, the reason is because the time, energy and costs owned by the researcher are very limited.

Data collection techniques researchers conduct observations by observing the procedures for the kafalah agreement and the procedures carried out directly. Then, interviews by asking various questions in collecting data. The interview method is carried out by researchers to collect interview data from sources. As well as, documentation by collecting accurate data obtained by researchers by providing evidence containing information from various documents or archives of institutions related to the theme taken by the researcher.

4. Results and Discussion

One of the financing products at KSPPS Tamzis Bina Utama is kafalah financing. Kafalah is a form of guarantee or responsibility carried out by the guarantor (kafil) to a third party to guarantee the implementation of an obligation imposed on the second party or guarantor (makful). Simply put, kafalah means the transfer of the guarantor's responsibility to the guarantor and the guarantor acts as his agent in carrying out the obligation. The guarantor has the right to demand certain compensation from the guarantor as compensation (ujrah) for his services.



In this Islamic banking agreement, there are several parties involved in the guarantee contract. The first party is Tamzis, which functions as a kafil with the responsibility to guarantee that the project will be carried out in accordance with the agreed terms including time, specifications and objects that are already known to Tamzis. To reduce risk, Tamzis reviews member performance based on the 5C principle of Collateral, character, capacity, capital and condition of economy. These principles provide important reference materials for Tamzis' risk assessment.

In the kafalah contract, TAMZIS will receive a fee or ujarah from the member as the second party or makful for the guarantor given by Tamzis to the third party (makfullahu). Microfinancing with the

kafalah bil ujr ah contract requires Tamzis to be a guarantor for members for debts that must be paid to third parties. The kafalah contract in Tamzis microfinancing is included in the kafalah bil maal category, which is a guarantee of payment for goods or debt repayment.

The following is an analysis of the bil ujr ah kafalah contract used in Tamzis Magelang City according to the provisions of the DSN-MUI fatwa regarding the kafalah contract. Firstly, an analysis of kafalaj, the author analyzes the practice of kafalah bil ujr ah contracts in micro financing in Tamzis, Magelang City, which is in accordance with the DSN-MUI fatwa regarding kafalah contracts.

In the kafalah contract, the member's debt on microfinance is guaranteed by a third party, so that Tamzis does not suffer losses even though the member is unable to repay the loan. If the member is unable to pay his debt, Tamzis will prohibit the goods used as collateral. If the product produced is not sufficient to cover the amount of the member's debt so that the member's business can run again and pay off his debt.

Terms and conditions for using financing products at TAMZIS include:

1. Administrative Requirements: Complete the Financing Application Form, accompanied by a copy of Member's ID card and a copy of Husband/Wife's ID card, a copy of Family Card, a copy of Marriage Certificate/Divorce Certificate, a copy of Collateral (BPKB and STNK, SHM, SILP, SHGU, etc.), a copy of SIUP, TDP, HO, NPWP*). if needed. Then, sign the completed application form.
2. Eligibility/ability to pay requirements: Members who will be realized are members who have passed the survey process, analyzed the survey results and been committed. The decision on eligibility is decided by the financing committee.
3. Legal requirements for collateral documents: Only members whose collateral data can be legally bound according to legal provisions will be realized.
4. Table conditions: The parties to the agreement, especially the members, must be able to attend the same assembly. Without the complete presence of the parties, the contract will be postponed.

The expiration period for the kafalah contract is as follows:

1. When the debt has been paid off or settled
2. Tamzis releases its debt to the member, not to the guarantor. So in this case, the guarantor is also free not to guarantee the debt. However, Tamzis releasing the guarantee from the guarantor does not mean that the member is free from debt.
3. When the debt has been transferred
4. When the guarantor settles with another party through an arbitration process with Tamzis
5. Tamzis can terminate the kafalah contract even if the guarantor does not agree first,

Implementation of financing in the kafalah contract at KSSPS Tamzis Bina Utama. The kafalah financing for micro businesses (purchasing goods for business) is divided into three, namely Micro 25-25, micro 75-75 and micro 200. Based on the results of data obtained through interviews, the guarantee for micro 25-25 is borne by Tamzis, while the guarantee for micro 75-75 is borne by the members and for micro 200 there is a requirement that members who apply for financing must provide collateral or guarantees.

The distribution of micro business financing can be seen that the guarantor is adjusted to the amount of financing given to members. So that this precautionary principle is implemented in a sequential and orderly manner according to the amount of financing funds submitted. Such as for micro 25-25 where the kafalah service fee will be paid or borne by the bank.

5. Conclusions

The procedure for using kafalah services in micro business financing at Tamzis consists of two

procedures, direct guarantee and indirect guarantee. Tamzis applies for financing guarantee, the service provider will issue a kafalah certificate or business feasibility evaluation before issuing the kafalah principle approval requirements as a form of guarantee approval. If a risk arises, Tamzis will complete the file requirements, the performance of the financing member will be reviewed, the service provider will issue acceptance along with other letters after being reviewed.

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