

Juridical Implications of Discrepancies in the Results of Road Improvement Work with the Contents of the Work Contract Agreement

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Abstract. *This research aims to analyze: 1) 1) The legal implications of the discrepancy between the results of the Bantarsari-Cikerang road improvement work and the contents of the work contracting agreement in the 2019 regional revenue and expenditure budget in Cilacap Regency. 2) Legal responsibility for discrepancies in the results of the Bantarsari-Cikerang road improvement work with the contents of the work contracting agreement in the 2019 regional revenue and expenditure budget in Cilacap Regency. This type of research falls within the scope of sociological juridical research. The approach method used in this research is a qualitative approach. The type of data uses primary data and secondary data obtained through interviews and literature study. The data analysis method used in this research was carried out qualitatively. The research results concluded: 1) The juridical implication regarding the discrepancy between the results of the Bantarsari-Cikerang road improvement work and the contents of the work contracting agreement in the 2019 regional revenue and expenditure budget in Cilacap Regency is that the PPK party can terminate the contract unilaterally, because the service provider has been proven to have defaulted on the employment agreement. In the event that the contract is terminated during the implementation period due to an error by the service provider, the performance guarantee is disbursed, the remaining down payment must be paid by the service provider or the down payment guarantee is disbursed, the service provider is subject to blacklisting sanctions. 2) Legal responsibility for discrepancies in the results of the Bantarsari-Cikerang road improvement work with the contents of the work contracting agreement in the 2019 regional revenue and expenditure budget in Cilacap Regency is the Service Provider or PT. ETT must be legally responsible. Apart from being included as a blacklisted service provider, PT. ETT must also provide compensation by paying off the remainder of the down payment or collateral disbursed. Regarding the sanctions given,*

it must be proven that a breach of contract has actually occurred which resulted in losses for one of the parties. Regarding compensation, it must be calculated materially and regarding matters for which the party declared in default can be held responsible.

Keywords: Agreement; Improvement; Road.

1. Introduction

Indonesia is a country of law, so that every activity of society is an activity that the life of society must be based on the rules and norms that apply in society. Law cannot be separated from human life, because law is a rule to regulate human behavior. Legal norms that apply in society today are often not obeyed, so that many violations of the law occur.¹As one of the countries that was once colonized by the Netherlands, Indonesia follows the legal system that applies to the Netherlands, namely the civil law system, with the main source of law being written law, and legal regulations are arranged systematically and comprehensively. in codification. One of the codifications that is still valid in Indonesia is the Criminal Code as a source of law in the field of criminal law and the Civil Code as a source of law in the field of civil law.²

Contracting services are commonly used by the community and the government in this case as a bouwheer in large-scale project work. So the parties who have the work (owner/bouwheer) and the contractor, are bound in a form of a contracting agreement regarding the creation of a work.³The terms construction and contracting in legal theory and practice are considered the same, especially when associated with the term construction service contract. Actually, the term contracting has a broader scope than the term construction. Because the term contracting can mean that what is contracted is not only the construction/development, but can also be in the form of procurement of goods.⁴

Every legal relationship gives rise to rights and obligations of the parties bound by it. To achieve conformity in the relationship, an event occurs where someone promises another person to do something, which in this case means that an obligation arises from one of the parties. This obligation can be in the form of

¹Umi Wahyu Nurhayati, Amin Purnawan and Ira Alia Maerani, 2019, Law Enforcement Against Liquor Circulation, Jurnal Daulat Hukum, Volume 2 (4), Published Master Of Law, Faculty of Law Unissula, p. 23

²Timbul Mangaratua Simbolon, Gunarto and Umar Ma'ruf, 2018, Criminal Law Policy Against Criminal Acts of Insult or Defamation Through the Internet in Indonesia as Cybercrime, Jurnal Daulat Hukum, Volume 1 (1), Published Master Of Law, Faculty of Law Unissula, p. 16,

³FX Djumialdji, 1996, Contract Agreement, Rineka Cipta, Jakarta, p. 5.

⁴Munir Fuady, 1998, Mega Project Contract, PT. Citra Aditya Bakti, Bandung, p.12

freedom to do something, to give up something, and to not do something.⁵ Everyone is free to make an agreement with anyone, even they are free to determine the form, content and conditions in the agreement. However, many lay people do not understand that an agreement must meet the requirements for a valid agreement as regulated in Article 1320 of the Civil Code. In this case, if one of the parties in the agreement is harmed, it is very difficult to file a lawsuit, because the agreement they made is invalid.⁶

The government has issued several guidelines for the implementation of government procurement of goods and services with Presidential Decree Number 80 of 2003, Presidential Regulation Number 54 of 2010, Presidential Regulation Number 16 of 2018. In its implementation, collusion is still found between procurement organizers and providers of goods and services, which ultimately harms the state. Thus, the process of government procurement of goods and services is one of the weak points in the implementation of the regional budget. When the procurement of goods and services is carried out properly, namely by applying the principles of procurement of goods/services, it will be able to make the development budget more efficient. This illustrates how important it is for government procurement of goods and services to be carried out transparently, accountably and in accordance with the principles of procurement of goods/services. Government procurement of goods/services is a government activity that is most prone to corruption.⁷

One of the infrastructure projects that is the main focus in the 2019 Cilacap Regency Budget is the improvement of the Bantarsari-Cikerang road. This project requires quite a lot of funding and involves many parties, including private parties such as PT. ETT which was appointed as the contractor. Based on the Contract Document for the Improvement of the Bantarsari-Cikerang Road (Rigid) (331) Bantarsari District between the PPK for Highways and PT. ETT as the service provider with a work contract/agreement letter 602.7/24.06.1/bag.18.8.10.1/17 June 24, 2019, PT. ETT ignored the procedures and mechanisms running in the implementation of the contract, proven not to meet the results of the evidence meeting agreement (Show Cause Meeting) in stages I, II, and III so that the PPK as the Contract Making Officer can terminate the contract. A comprehensive study of the background of this problem is important to understand the problems that arise and explore efforts that can be made to ensure adequate legal protection for all parties involved and maintain integrity and transparency

⁵Farida Azzahra, Retno Kus Setyowati, and Asmaniar, 2019, Unilateral Termination of Building Contract Agreement Due to Default, *Krisna Law Journal*, Volume 1, 2019, page 1.

⁶Sumini and Amin Purnawan, 2017, The Role of Notaries in Making Notarial Deeds, *Jurnal Akta*, Volume 4 Number 4, p.563

⁷Rimbun Siallagan, Analysis of the Implementation of Electronic Procurement of Goods/Services (E-Procurement) Based on Presidential Regulation Number 12 of 2021 in the West Kutai Regency Government, *Scientific Journal of Public Administration (JIMAP)*. Kutai Kartanegara University, Tenggarong, p.113

in the use of public funds. Based on this background, the author is interested in researching the "Legal Implications of the Inconsistency of the Results of the Bantarsari-Cikerang Road Improvement Work with the Contents of the Work Contract Agreement in the 2019 Fiscal Year Regional Revenue and Expenditure Budget in Cilacap Regency."

2. Research Methods

This type of research is included in the scope of sociological juridical research. The approach method used in this study is a qualitative approach. The type of data uses primary data and secondary data obtained through interviews and literature studies. The data analysis method used in this study is carried out qualitatively.

3. Results And Discussion

3.1. Legal Implications of the Inconsistency of the Results of the Bantarsari-Cikerang Road Improvement Work with the Contents of the Work Contract Agreement in the 2019 Regional Revenue and Expenditure Budget in Cilacap Regency

In 2019, the Cilacap Regency Government allocated a budget from the Regional Revenue and Expenditure Budget (APBD) to carry out much-needed road improvements, especially the Bantarsari-Cikerang road. This project was carried out through a work contract system that had been stipulated in an agreement between the local government and the selected contractor. However, after the road improvement project was completed, the technical team that conducted the evaluation stated that there was a significant discrepancy between the results of the work carried out and the expected standards or those stipulated in the contract agreement. This discrepancy covers various aspects, such as material quality, technical accuracy, or even the appropriate scope of work. The case of the position of the Bantarsari-Cikerang road improvement work with the contents of the contract agreement in the 2019 regional revenue and expenditure budget in Cilacap Regency is as follows:

1. Based on the results of the study on the Bantarsari – Cikarang Road Improvement Construction Work Package Agreement (rigid) (331) Bantarsari District No. 602.7/24.06 – 1/BM. 18.8. 10 -1/17, the Scope of Work data was obtained consisting of road section improvement work and/or equipment building work in accordance with the design and planning, namely the Bantarsari – Cikerang Road Improvement Package Work Contract.
2. In the Work Agreement letter, the PPK and the service provider PT. ETT agree and approve the following matters:
 - a. Contract Value: Rp. 4,554,275,000.00
 - b. The contract is funded from the Cilacap Regency APBD
 - c. The Contract Period is the period of validity of the contract, starting from the date of signing the contract until the date of final handover of the

work.

- d. The Implementation Period is determined in the special conditions of the contract, calculated from the start date of work stated in the SPMK until the date of handover of the work for 150 calendar days.
 - e. The Maintenance Period is determined in the special conditions of the contract starting from the date of first delivery of the work until the date of final delivery of the work for 180 calendar days.
3. Before the termination of the contract is recorded in the Contract Termination Letter No. 602.2/14. 11 – 1/BM. 18.8. 10 -1/17, warnings are first given

The inconsistency of the results of the Bantarsari-Cikerang road improvement work with the contents of the agreement will have legal implications, especially related to legal certainty itself. Legal certainty is one of the requirements that must be met in law enforcement, namely being justifiable against arbitrary actions, which means that someone will be able to obtain something that is expected under certain circumstances.⁸

An agreement is an activity that is often carried out in society that is in the realm of private law. The meaning of the agreement itself according to the Civil Code (KUH Perdata), namely according to Article 1313 of the Civil Code, an agreement is an act by which one or more people bind themselves to one or more other people. Article 1313 of the Civil Code which provides a formulation in the sense that an agreement must provide limitations regarding events that only include an agreement event and do not include events that are not agreements.⁹

Agreements are not limited to Article 1313 of the Civil Code alone, based on a description of legal events. J. Satrio provides criticism and opinions on the formulation of Article 1313 of the Civil Code, the essence of which is as follows: The word act in or human action when viewed from the legal event scheme can include legal actions and non-legal actions, both of which are distinguished by the presence of a will factor. The objection is that the legal consequences of legal events that originate from non-legal acts are basically not based on the will of the parties involved, such as *onrechtmatige daad* and *zaakwarneming* so that they cannot be included in the agreement group because the legal consequences of the agreement are indeed desired or considered undesirable. So that several examples of these legal events are not included in the agreement group, the

⁸R. Tony Prayogo, 2016, Implementation of the Principle of Legal Certainty in Supreme Court Regulation Number 1 of 2011 on Material Review Rights and in Constitutional Court Regulation Number 06/Pmk/2005 on Guidelines for the Hearing in Judicial Review, *Jurnal Legislati Indonesia*, Vol. 13 No. 02, Jakarta, p. 194.

⁹J.Satrio, 1995, *Law of Contracts Arising from Agreements Book 1*, Citra Aditya Bakti, Bandung, p. 5.

word act in Article 1313 of the Civil Code must be more precise if added with the word law behind it, so that it becomes a legal act / legal action.¹⁰

A new agreement can be said to be valid if all the provisions stipulated in Article 1320 of the Civil Code have been fulfilled. From this explanation, it can also be seen that there are things that cause an agreement to be void. If described in detail, the conditions of ability and agreement of an agreement are classified into subjective conditions (conditions regarding the person making the agreement). If one of these subjective conditions is not fulfilled, then the legal consequences of the agreement can be requested to be canceled. Meanwhile, regarding a certain matter and a lawful cause, it is classified into objective conditions (objects that are used as objects of the agreement). If one of these objective conditions is not fulfilled, then the legal consequences of the agreement are null and void. This means that the agreement automatically becomes void, in other words, the agreement has been void since the agreement was made or is considered non-existent. These are the important elements in making an agreement.¹¹

So it can be known, in general, that the four requirements for a valid agreement are agreement, competence, certain things, something that is lawful, the implementation of which depends on the parties who make an agreement. The obligations of the parties must fulfill the four requirements in an agreement and this is something that is absolute or must exist and be fulfilled, because it has been determined in detail in Article 1320 of the Civil Code. In addition to Article 1320 of the Civil Code which regulates the requirements for a valid agreement, there are also agreements that must be made formally which are usually called formal agreements. If the subjective requirements are not met, the agreement can be canceled. The party who can request the cancellation is the incompetent party or the party who gave his/her agreement not freely. If the objective requirements are not met, the agreement is automatically null and void.¹²

The termination of the work agreement between the PPK and the Service Provider (PT. ETT) is due to the Service Provider being unable to complete the work according to the required time period or exceeding the Budget Year (due to being overdue). So in this case the Service Provider (PT. ETT) has committed a breach of contract in the agreement.¹³ There are four types of legal consequences for those who commit breach of contract:¹⁴

1. Paying for losses suffered by the Creditor.
2. Cancellation of agreement.

¹⁰Ibid, p. 42.

¹¹Kansil, 1994, Basic Principles of Indonesian Commercial Law Knowledge, First Book of Commercial Law According to the Commercial Code and Civil Code, Sinar Grafika, Jakarta, p. 191

¹²Interview with Mr. Mahmud, PPK Official of Cilacap Regency, August 20, 2023

¹³Interview with Mr. Mahmud, PPK Official of Cilacap Regency, August 20, 2023

¹⁴Subekti, Ibid., p. 45

3. Risk transfer.
4. Pay court costs if the case is brought before a judge.

The legal consequences that befall service providers as a legal provision are Article 1267 of the Civil Code which states:

"The party against whom the obligation is not fulfilled, can choose whether he, if it can still be done, will force the other party to fulfill the agreement, or he will demand the cancellation of the agreement along with compensation for costs, losses and interest."

The calculation of losses that must be replaced is based on the time or day the Debtor is in default, this is regulated in Article 1243 of the Civil Code.

Article 1243 of the Civil Code states that the Debtor is obliged to pay compensation, if after being declared negligent he still does not fulfill the performance, it can cause losses. The losses that can be requested for compensation are not only costs that have actually been incurred (*kosten*), or losses that have actually befallen the creditor's property (*schaden*), but also in the form of lost profits (*interessen*), namely profits that would have been obtained if the debtor had not been negligent (*winstderiving*) in keeping his promise.¹⁵

According to Subekti, the amount of compensation can be broken down into three elements, namely costs, losses and interest. Costs are all expenses or costs that have actually been incurred by the party. Losses are losses due to damage to the creditor's goods caused by the debtor's negligence. Regarding interest, it is a loss in the form of profit, which has been imagined and calculated by the creditor.¹⁶

The legal consequences of a debtor's default, specifically for a contract for contracts where the materials are provided by the contractor, are regulated in Article 1605 of the Civil Code, which reads as follows:

"In the event that the contractor is obliged to provide the materials and the work is in any way destroyed before the work is delivered, then all losses are the responsibility of the contractor, unless the party contracting out has failed to accept the work."

The contractor is only required to provide an explanation, so what applies is the provision of Article 1606 of the Civil Code which reads as follows:

"If the contractor is required to do the work and the work is destroyed, then he is only responsible for his mistake."

¹⁵Abdulkadir Muhamad, 1990, *Contract Law*, Citra Aditya Bakti, Bandung, p.24

¹⁶*Ibid.*, p. 47

According to Article 62 AV 41, the principal in the implementation of the contract work does not comply with the specifications/according to the agreement, then the board of directors can determine a reasonable time in writing, during which the contractor is given the opportunity to fulfill his obligations. If in the warning letter the principal does not heed the warning, then the agreement can be canceled or terminated without intermediary court, until there is a notification day for the issuance of the agreement. In Article 62 AV 41 paragraph 3, if the principal is late in submitting the results of the work, he is required to pay a fine of up to a maximum of 10% of the contract price, then the Head of Department can terminate the agreement.

Based on the description above, when associated with the results of the research on the contract agreement for the Bantarsari - Cikerang road improvement package in the Cilacap Regency APBN for the 2019 Fiscal Year (Between PPK - PT. ETT), the PPK regulates the sanctions that can be imposed on the Second Party as follows:

1. After being given a Critical Contract Warning Letter II and based on the SCM III minutes, physical progress until Thursday, November 14, 2019 did not reach 100%. Based on this, PT. ETT did not have good intentions to implement the agreed agreement, even though it had been given warning letters I, II and III. Based on this, the Service Provider or PT. ETT was considered to have failed after SCM III so that this could be used as a basis for unilaterally terminating the contract.
2. In the event that the contract is terminated during the implementation period due to an error by the service provider, then:
 - a. Performance guarantee disbursed
 - b. The remaining down payment must be paid in full by the service provider or the down payment guarantee must be disbursed.
 - c. Service providers are subject to Blacklist sanctions

The discrepancy between the results of the Bantarsari-Cikerang road improvement work and the contents of the agreement will have legal implications, especially related to the legal certainty itself. Legal certainty is one of the requirements that must be met in law enforcement. The relationship between legal certainty and a contract or agreement made by the parties is the legal consequence of the agreement itself and is binding on the parties, so that rights and obligations arise that must be obeyed by the parties in the agreement in question. In a contract, the term *pacta sunt servanda* is known as the principle of legal certainty in an agreement related to the consequences of the agreement. The principle of *pacta sunt servanda* gives a signal that the judge must respect the substance of the contract made by the parties, as befits a law. They may not intervene in the substance of the contract made by the parties, so that if a dispute occurs in the implementation of the agreement, the judge with his

decision can force the violating party to carry out its rights and obligations according to the agreement.

The existence of a construction contract is very important considering that in general service providers almost always have a higher position than service users or service users are more dominant than service users. The contract is determined based on the method of payment, budget year burden, procurement sources and type of work. In the implementation of construction work in the Government Procurement of Goods/Services process, there is still legal uncertainty, namely related to the implementation of the contract. As stated in Presidential Regulation Number 16 of 2018 concerning Procurement of Goods/Services, providers as referred to in Article 8 letter i are required to meet the qualifications in accordance with the goods/services procured and in accordance with the provisions of laws and regulations where the provider as referred to in this Presidential Regulation is responsible for the implementation of the contract. This then creates legal uncertainty where each implementation of the contract must be carried out in accordance with the procedures and stages, and the implementation of the contract as referred to in Article 8 letter i of Presidential Regulation No. 16 of 2018 is not entirely the responsibility of the service provider. Legal uncertainty here will result in the form of legal responsibility from the contractual relationship in the form of liability.¹⁷

Based on the theory of legal certainty, where law is the implementation of law according to its wording, so that society can ensure that the law is implemented. The creation of legal certainty in laws and regulations requires requirements regarding the internal structure of the legal norms themselves, so legal certainty in the Bantarsari-Cikerang Road Improvement Cooperation Contract with the contents of the Contracting agreement for work on the 2019 regional revenue and expenditure budget in Cilacap Regency must be clear and can be truly binding on the parties, so that if there is a party that commits a breach of contract, they can be held legally accountable.

3.2. Legal Responsibility for the Inconsistency of the Results of the Bantarsari-Cikerang Road Improvement Work with the Contents of the Work Contract Agreement in the 2019 Regional Revenue and Expenditure Budget in Cilacap Regency

An agreement or contract is a legal relationship between two or more people who bind themselves based on an agreement to give rise to legal consequences. The legal consequences are in the form of reciprocal rights and obligations between the parties.¹⁸An agreement is a relationship that

¹⁷Fitri Yanni, 2019, Responsibility of Construction Service Providers Regarding Construction Failure in Government Procurement of Goods/Services, SU Law Journal, Volume 7 Number 5, p.48

¹⁸Muhammad Noor, June 2015, Application of the Principles of Contract Law in Making Contracts, Mazahib, Journal of Islamic Legal Thought, Vol. XIV, No. 1, p. 90.

occurs between a debtor and a creditor, which is located in the field of property where all legal rules that regulate legal relations in the field of property are called property law.¹⁹

Article 47 paragraph (1) g of the Republic of Indonesia Law Number 2 of 2017 concerning Construction Services states that what is meant by default is a situation where one of the parties to a Construction Work Contract:

1. Not doing what was promised.
2. Carrying out what was promised, but not in accordance with what was promised.
3. Did what was promised, but too late.
4. Doing something that according to the agreement you are not allowed to do.

The form of breach of promise by the construction service provider can be in the form of not completing the task, not meeting the quality, not meeting the quantity and not submitting the work results. The form of breach of promise by the service user includes late payment, not paying and late submission of the means of implementing the work. In the event of a breach of promise by the service provider or service user, the injured party has the right to obtain compensation, reimbursement of costs and/or extension of time, repair or re-implementation of work results that are not in accordance with what was agreed or compensation.²⁰

There are at least three elements that must be fulfilled for this force majeure, namely failure to fulfill performance, there is a cause that lies outside the fault of the person concerned and the causal factor was not previously anticipated and cannot be accounted for by the person concerned.²¹The provisions in the Explanation of Article 47 paragraph (1) j of the Republic of Indonesia Law Number 2 of 2017 concerning Construction Services state that force majeure includes:

1. Absolute force majeure means that the parties are unable to exercise their rights and obligations.
2. Force majeure is not absolute (relative), namely that the parties are still able to exercise their rights and obligations.

Mariam Darus Badrulzaman in the Civil Code Book III: Contract Law with Explanations explains that absolute force majeure occurs when an obligation cannot be fully implemented. In order for the debtor to be able to state the reason for force majeure, three requirements must be met:

¹⁹Abdulkadir Muhammad, 1992, Contract Law, PT. Citra Aditya Bakti, Bandung, p.9.

²⁰Cokorde Istri Dian, 2020, Responsibility for Default in Construction Services Due to the Covid-19 Pandemic, Yustitia / Articles, Vol 14 No 1, p. 5

²¹Hasanuddin Rahman, 2003, Contract Drafting Contract Drafting Skills Series, Citra Aditya Bakti, Bandung, pp. 206-207.

1. He must prove that he is innocent.
2. He cannot fulfill his obligations otherwise.
3. He does not bear the risk, either according to the provisions of the law or agreement or because of good faith must bear the risk.²²

The Bantarsari-Cikerang Road Improvement work agreement between the Service Provider or PT. ETT with the PPK has ended unilaterally, because the service provider was proven to have committed a breach of contract. As a party that has committed a breach of contract, the Service Provider or PT. ETT must be legally responsible. In addition to being blacklisted as a service provider, PT. ETT must also make compensation by paying off the remaining down payment or collateral that has been disbursed. The Civil Code details losses (losses that must be replaced) in 3 (three) components as follows:²³

1. Costs (costs) are all expenses or costs that have actually been incurred by a party.
2. Loss (schaden) is a loss due to damage to the creditor's property caused by the debtor's negligence.
3. Interest is a loss in the form of lost profits, which has been imagined or calculated by the creditor.

The termination of the work agreement between the PPK and the Service Provider (PT. ETT) is due to the Service Provider being unable to complete the work according to the required time period or exceeding the Budget Year (because it is past the time). So in this case the Service Provider (PT. ETT) has committed a breach of contract in the agreement and must be legally responsible.

Accountability on the basis of fault, namely the party is obliged to be responsible for the actions he has done which have caused a loss to another person where the failure to fulfill a previously agreed achievement and has been agreed upon by both parties who are bound by an agreement. Responsibility on the basis of no fault or responsibility for risk, namely the party who feels disadvantaged does not need to file a lawsuit and automatically becomes absolutely responsible for the risk caused.²⁴ Based on the theory of responsibility, then as the party who made the mistake of causing the loss, the Service Provider (PT. ETT) must be responsible in accordance with the agreement, namely by making compensation by paying off the remaining down payment or the guarantee that was disbursed.

²²Mariam Darus Badruzaman, 1996, Civil Code Book III: Contract Law with Explanation. Alumni, Bandung, p.37.

²³Munir Fuady, 2014, Civil Law Concept, First Edition, PT. Raja Grafindo Persada, Jakarta, p. 223.

²⁴Swita Bella, 2023, Compensation by Service Providers in the Event of Building Failure Based on Law Number 2 of 2017, Lex Privatum Journal, Vol.XI/No.5, p.43

4. Conclusion

The legal implications of the discrepancy between the results of the Bantarsari-Cikerang road improvement work and the contents of the Contracting agreement for work in the 2019 regional budget in Cilacap Regency are that the PPK can unilaterally terminate the contract, because the service provider has been proven to have defaulted on the work agreement. In the event that the contract is terminated during the implementation period due to the fault of the service provider, the implementation guarantee is disbursed, the remaining down payment must be paid off by the service provider or the down payment guarantee is disbursed, the service provider is subject to a blacklist sanction. Legal responsibility for the discrepancy between the results of the Bantarsari-Cikerang road improvement work and the contents of the Contracting agreement for work in the 2019 regional budget in Cilacap Regency, the Service Provider or PT. ETT must be legally responsible. In addition to being blacklisted as a service provider, PT. ETT must also make compensation by paying off the remaining down payment or guarantee that has been disbursed. Regarding the sanctions given, it must be proven that there has actually been a default that has resulted in losses for one of the parties. Regarding compensation, it must be calculated materially and regarding matters for which the party declared in default can be held responsible.

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