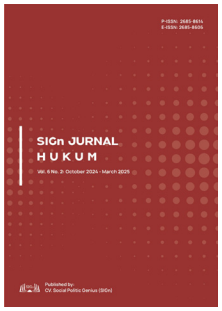

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Article Title

Interpretation of Schedule When Changes in Conditions: A Case Study of Price Adjustment in the Lampung Extra High Voltage Overhead Line Construction Contract

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ABSTRACT

This normative legal research analyzes disparities in interpreting work execution timelines in implementing the price adjustment clause in the Lampung EHV Overhead Line Construction Contract, which were complicated by significant changes in circumstances. The change in the transmission line route caused delays, triggering differences in viewpoints between PLN and the contractor regarding the cut-off for price adjustment calculations. The contractor argues for using factual indicators of work completion, referring to the doctrine of rebus sic stantibus. Meanwhile, PLN adheres to indicators related to the initial commitment based on the principles of pacta sunt servanda and nemo auditur. This research uses statute, conceptual, and case approaches to examine the Lampung EHV Overhead Line Construction Contract. The research findings show that neither approach, if applied rigidly, produces a fair cut-off. Therefore, this research formulates normative parameters that link the cut-off to the most relevant indicator, plus an adjusted duration that considers the impact of changes in circumstances and internal contractor factors. These parameters aim to achieve contractual justice, legal certainty, and objective, transparent, and accountable implementation of price adjustment based on the principle of good faith.

Keywords: *Changed Circumstances; Contract Interpretation; Cut-off Date; Execution Timeline; Price Adjustment.*

INTRODUCTION

The development of electricity infrastructure, particularly Extra High Voltage (EHV) Overhead Lines, plays a vital role in Indonesia's national development strategy (Rahmiko et al., 2025). EHV Overhead Line construction projects, mandated within the Decision of Minister of Energy and Mineral Resources Number 188.K/HK.02/MEM.L/2021, aim not only to meet the growing energy demand but also to foster sustainable economic growth. Given the massive scale of investment, high technical complexity, and the involvement of multiple stakeholders, EHV Overhead Line construction contracts serve as crucial legal instruments in regulating rights and obligations and managing the inherent risks in such projects.

One of the critical aspects of an EHV Overhead Line construction contract is the regulation of work execution timelines and the mechanism for price adjustment. The cut-off date for completion is the benchmark for determining whether a project is completed on time or delayed, impacting the contractor's right to payment and obligation to pay liquidated damages (Rakasatutya et al., 2023). Price adjustment clauses protect the parties, particularly the contractor, from fluctuating material prices, labor costs, and other unforeseen expenses during the lengthy project execution period (Indahwati et al., 2025). If not carefully drafted, these two clauses can become sources of disputes that can hinder project progress and lead to significant financial losses (Sebastian et al., 2025). The Lampung EHV Overhead Line construction experience illustrates this issue.

The Lampung EHV Overhead Line construction, which commenced in December 2017 with a 720-day completion target, experienced severe delays due to transmission

line rerouting, impeding the land acquisition process. The four extensions of time, spanning until 2022, triggered a price adjustment claim from the contractor. This significant change of circumstances led to differing interpretations between PLN and the contractor regarding the work execution timeline, a fundamental variable in price adjustment calculations. This divergence in interpretation stemmed from ambiguities in drafting the cut-off and price adjustment clauses, as well as a lack of anticipation for changes in conditions within the contract.

While Presidential Regulation Number 16 of 2018, along with the Directorate General of Highways' NSPK Number SOP/UPM/DJBM-116 Rev:01, provides guidance on price adjustment mechanisms, these regulations do not fully address the issue of interpreting execution timelines arising from changes in conditions. The regulations focus on the technical aspects of calculation but do not delve deeply into the dimensions of contract law, such as the interpretation of cut-off clauses in the context of force majeure or significant changes in circumstances. Therefore, a comprehensive legal study is needed to bridge this gap.

Contract law and construction law literature, both in Indonesia and internationally, recognizes the importance of the principles of contractual justice and legal certainty in the drafting and executing of construction contracts (You et al., 2018). The principle of fair and equitable treatment demands just, equal, and balanced treatment between the parties, including in the face of unforeseen risks (Putri et al., 2018). Pacta sunt servanda, a fundamental principle of contract law, obliges parties to abide by their agreed-upon terms (Mariyati, 2018). However, this principle is not absolute. The legal doctrine recognizes concepts such as rebus sic stantibus and hardship, which allow for contract review if fundamental, unanticipated changes in circumstances occur that cause a significant imbalance (Szarszoń, 2022). This research will explore how these legal principles and doctrines can be applied in interpreting cut-off clauses for execution timelines and price adjustments in EHV Overhead Line construction contracts.

Previous research on price adjustments in construction projects, while relevant, tends to focus on technical, economic, and managerial aspects, as demonstrated by Susanti and Nurdiana (2020) study on cost overruns. Studies from a contract law perspective, particularly those analyzing the interpretation of cut-off clauses in the context of changed conditions in EHV Overhead Line construction, remain very limited. This research fills that void by thoroughly examining the legal factors that should form the basis for interpreting work execution timelines.

Based on the foregoing background, this research focuses on a normative juridical analysis of the implementation of price adjustment clauses in the Lampung EHV Overhead Line Construction Contract, specifically concerning the interpretation

of work execution timelines. In particular, this research examines how significant changes in circumstances affect the fulfillment of the completion cut-off date. Non-technical factors contributing to delays, as well as the parties' differing interpretations regarding the determination of execution timelines post-change of circumstances, are comprehensively analyzed. Drawing from contract law principles, relevant regulations, and jurisprudence, this research identifies the normative parameters to interpret work execution timelines to ensure fairness and legal certainty in price adjustment calculations. This study includes an in-depth analysis of contract clauses, related documents, and actual field implementation practices. Through this comprehensive approach, this research contributes to developing the body of knowledge in construction contract law and offers recommendations to improve accountability and transparency in implementing price adjustments in future EHV Overhead Line construction projects.

METHOD

This normative legal study focused on a juridical analysis of implementing the price adjustment clause in the Lampung EHV Overhead Line Construction Contract. Specifically, it examines how significant changes in circumstances affect the interpretation of work execution timelines, a crucial variable in price adjustment calculations. A qualitative approach was chosen to describe, analyze, and provide prescriptions (Irwansyah, 2021). Through this approach, the research will produce a comprehensive legal argument regarding determining a fair and legally certain execution timeline.

To achieve this objective, the research employs three primary approaches: statute, conceptual, and case. The statute approach examines and interprets legal provisions relevant to construction contracts and price adjustments, including, but not limited to, Presidential Regulation Number 16 of 2018. The conceptual approach is applied to explore and analyze essential principles of contract law, such as pacta sunt servanda, good faith, contractual justice, legal certainty, and relevant legal doctrines such as rebus sic stantibus and force majeure. Meanwhile, the case approach is used to analyze jurisprudence related to construction contract disputes involving issues of changed circumstances, delays, and price adjustments to gain an understanding of how courts interpret and apply the law in similar cases.

The primary data source in this research is secondary data consisting of primary and secondary legal materials (Sampara & Husen, 2016). Primary legal materials include the Lampung EHV Overhead Line Construction Contract between PT PLN (Persero) South Sumatra Project Implementation Unit 3 (PLN UPP SBS 3) and the implementing contractor, along with all addenda and related contractual documents, including, but not limited to, Land and Segment Handover Reports (BAST), Work

Acceptance Reports (BAPP), approval drawings, and Material On-Site Acceptance Reports (BAPMOS). Secondary legal materials encompass legal literature, consisting of textbooks, scholarly journals, and legal articles relevant to contract law, construction law, and, specifically, the issue of price adjustments.

Data collection was conducted through a comprehensive document study technique. All contracts and related documents were carefully reviewed to identify clauses relevant to execution timelines and price adjustments. Relevant legislation, jurisprudence, and legal literature were systematically compiled and reviewed to build a robust analytical framework.

Data analysis in this research utilizes legal interpretation methods as the primary instrument (Qamar & Rezah, 2020). Grammatical interpretation is used to understand the literal meaning of words and phrases used in contract clauses and legislation. Systematic interpretation is applied to understand a legal provision about other relevant legal provisions, thereby obtaining a holistic understanding. Historical interpretation is used to trace the history of the formation of a regulation or contract clause, understand its drafters' intent and purpose, and see its amandments. Teleological interpretation is used to understand the social and economic objectives a legal provision aims to achieve. The results of these various types of interpretation are then synthesized and elaborated with rational, logical, and coherent legal arguments to formulate the research conclusions.

RESULTS AND DISCUSSION

A. Price Adjustment Clause in the Lampung EHV Overhead Line Construction Contract

The Lampung EHV Overhead Line Construction Contract, as a binding agreement between PLN and the contractor, regulates the price adjustment mechanism through Article 3.56. This clause, which substantially adopts the provisions of Article 37 section (2) of Presidential Regulation Number 16 of 2018, is not merely a technical, administrative provision but rather a reflection of essential contract law principles, namely equilibrium and contractual justice. Article 37 section (2) of Presidential Regulation Number 16 of 2018 restrictively regulates the requirements and procedures for calculating price adjustments, which include applicability to multi-year contracts with an execution period of more than 18 months, commencing from the 13th month since the start of work; applicability to all activities except for profit components, overhead costs, and unbalanced unit prices; and applicability according to the contract's execution schedule. Thus, the provisions in this Presidential Regulation provide a legal framework that must be adhered to in formulating and implementing price adjustment clauses.

Article 3.56 of the Lampung EHV Overhead Line Construction Contract explicitly defines price adjustment as a mechanism for changing the unit price of work due to a change of circumstances that causes a material adverse change. The inclusion of this definition indicates that the parties have anticipated the potential for changes in circumstances during the project execution period and have agreed to allocate the risk through a price adjustment mechanism. Thus, this clause can be interpreted as an embodiment of the legal doctrine of rebus sic stantibus, which allows for contract review if unforeseen, fundamental changes in circumstances occur that cause a significant imbalance. The clause's non-applicability to risk components, overhead, and profit already included in the bid confirms the purpose of price adjustment: to protect the contractor from losses due to price fluctuations beyond its control, not to guarantee profit under all conditions.

The technical implementation of the price adjustment clause is detailed in Article 3.56.7 of the Contract, which requires using the execution schedule contained in the Contract or Addendum/Amendment as the basis for unit price adjustments. In the event of a delay caused by the contractor's fault (culpa), the price index used is the price index applicable to the original execution schedule, not the index at the time the work is performed. This provision emphasizes the importance of accountability in contract execution. The unit price adjustment calculation formula adopted in the Contract is as follows:

$$Hn = Ho\left[a + b\frac{Bn}{Bo} + c\frac{Cn}{Co} + d\frac{Dn}{Do} + \cdots\right]$$

Explanation:

Hn	=	Unit price of goods/services at the time the work is performed.
Ho	=	Unit price of goods/services at the time of bid submission.
a	=	Fixed coefficient consisting of profit and overhead. If the bid does not specify the amount of profit and overhead components, then a = 0.15.
b, c, d	=	Coefficients of Agreement/Contract components such as labor, materials, equipment, etc. The sum of a + b + c + d + ... etc. is 1.00.
Bn, Cn, Dn	=	Price index of components at the time the work is performed.
Bo, Co, Do	=	Price index of components at the time of bid submission.

This formulation aligns with the spirit of Presidential Regulation Number 16 of 2018. However, behind the objectivity of this mathematical formula lies the potential for a crucial dispute: the determination of the variables Bn, Cn, Dn, etc. (price index of components at the time the work is performed). Clarity in determining "the time the work is performed" becomes essential, as Article 3.56 does not provide a precise definition. Does "the time the work is performed" refer

to the start, the end of the work, the date of work acceptance, or another date? This ambiguity creates room for disparate interpretations, exacerbated by changes in circumstances that cause delays and schedule changes. In addition to the price index, supporting factors such as the cost factor, schedule, and work progress also determine the accuracy of the price adjustment calculation. The cost factor, which reflects the cost composition of a work item, must be determined carefully and transparently. Periodically, the schedule must be realistic and updated if there are changes in circumstances. Work progress must be objectively verified through documents such as BAST and BAPP. Therefore, the juridical interpretation of 'time of execution' becomes a key issue in determining the rights and obligations of the parties regarding price adjustment (Utama & Sutrisno, 2023).

B. Changes in Conditions and Their Implications for the Completion Cut-off Date

The Lampung EHV Overhead Line construction, bound by a contract between PLN and the contractor, faced substantial deviations from the original schedule. The contract, signed in December 2017, stipulated a 720-calendar-day execution period, with a completion target of December 2019. However, the project's realization experienced a series of time extensions, including up to four addenda, shifting the completion target to 2025. This significant shift in the completion cut-off date indicates fundamental problems in project execution, requiring comprehensive juridical analysis.

The change in the transmission line route was established as the causa prima (primary cause) of the delay in the Lampung EHV Overhead Line construction. This change, which was external and beyond the control of the contracting parties, had a domino effect on various aspects of the project, especially the land acquisition process (Junaedi et al., 2025). The Location Permit from the Governor of Lampung Province was only issued in 2022, which significantly delayed the commencement of land acquisition, and the handover of land to the contractor could only be carried out gradually in 2023. The legal consequences of this change in circumstances cannot be ignored, as it has the potential to activate the legal doctrines of rebus sic stantibus or force majeure, which can affect the rights and obligations of the parties, including price adjustment.

Although the change in the transmission line route was the dominant external factor, further analysis of the construction phase after land handover revealed internal factors contributing to the delay. The contractor's acts and omissions, which were identified, were not in line with the principle of diligence required in contract execution. Delays in submitting the tower schedule approval,

delays in mobilizing labor for soil investigation (sondir) work, delays in submitting foundation design approvals, delays in issuing Purchase Orders (PO) for materials after drawing approval, and discrepancies between the number of workers and the original schedule, cumulatively indicate a breach of contract (wanprestasi) by the contractor. The legal implication of this breach is the limitation of the contractor's right to claim a full price adjustment, as stipulated in the principle of nemo auditur propriam turpitudinem allegans (no one should be heard to invoke their own turpitude) (Fulli-Lemaire, 2019).

This complex interaction between changes in circumstances (external factors) and the contractor's culpa (internal factors) complicates the determination of a fair and legally certain completion cut-off date. Should the cut-off be based on the initial schedule (before the change in circumstances), the revised schedule after the change in circumstances, or the factual schedule that considers delays due to the contractor's fault? These crucial questions triggered disparate interpretations between PLN and the contractor, requiring in-depth juridical analysis based on contract law principles, relevant regulations, and jurisprudence to produce an objective and proportionate interpretation. This interpretation will significantly determine the price adjustment amount.

C. Disparities in Interpretation of Execution Timelines: An Analysis of PLN and Contractor Perspectives in the Lampung EHV Overhead Line Construction Contract

Implementing the price adjustment clause in the Lampung EHV Overhead Line Construction Contract, specifically Article 3.56, presupposes an agreement on determining the work execution timeline. This clause, intended to achieve fairness and legal certainty, has instead triggered disparities in interpretation between PLN and the contractor. This difference in viewpoints is not merely a technical or administrative issue but rather a reflection of conflicting economic interests and the potential for conflict in interpreting contract clauses, especially amidst significant changes in circumstances. The root of this problem lies in the disagreement in determining the calculation cut-off, which directly affects the amount of the price adjustment.

Conceptually, several possible calculation cut-offs can be applied to each work item in the Lampung EHV Overhead Line construction, as summarized in Table 1.

Table 1. Options for Price Adjustment Calculation Cut-offs in Construction Contracts

CONTRACT	WORK ITEM	CUT-OFF FOR CALCULATION
CONSTRUCTION	FOUNDATION	1. Land BAST
		2. Foundation BAPP
	INSULATOR, STRINGSET	1. Approval Drawing
		2. BAPMOS
	ACSR	1. Approval Drawing
		2. ACSR BAPMOS
	OPGW, GSW	1. Approval Drawing
		2. BAPMOS
	STRINGING	1. Segment BAST
		2. Stringing BAPP
PROCUREMENT	TOWER	1. Approval Drawing
		2. Tower BAPMOS
	ERECTION	1. Tower BAPMOS
		2. Erection BAPP

These different calculation cut-off options crystallize the differing perspectives between the parties to the contract. For foundation work, the discourse regarding the price adjustment calculation cut-off boils down to two options: the Land BAST or the Foundation BAPP. PLN may potentially advocate for Land BAST as the starting point for the calculation, plus the agreed-upon work duration in the original schedule. The basis of their argument rests on the principle of pacta sunt servanda, which obliges the parties to abide by the agreement as it stands. In addition, PLN may argue that after the land is handed over, the contractor bears full responsibility for completing the work according to schedule. Countering this argument, the Contractor likely interprets that the Foundation BAPP is the more accurate cut-off, as it reflects the reality of work completion on-site. Furthermore, the contractor may invoke the doctrine of rebus sic stantibus as a legal basis to justify adjusting the execution timeline due to the change in circumstances (route change), which fundamentally altered the initial assumptions of the contract.

In the context of stringing work, a similar debate recurs between the Segment BAST and the Stringing BAPP. PLN, with the same logic, may argue that Segment BAST, which marks the handover of the Right of Way (ROW), is the cut-off that should be used. Meanwhile, the contractor may claim that Stringing BAPP, which represents the actual completion of the work, is a fairer cut-off, especially if the delay was partly caused by factors beyond their control.

For material procurement (Insulators, Stringsets, OPGW, GSW, ACSR, and Towers), the cut-off discourse revolves around the Approval Drawing and the BAPMOS. PLN may emphasize the Approval Drawing as the cut-off because material procurement should only begin after the technical design is approved. Conversely, the contractor may argue that BAPMOS, which indicates that the materials have arrived on-site, is the more appropriate cut-off, as it considers the time required for the procurement and delivery process, which may be affected by external factors.

For erection work, the cut-off debate comes down to using the Tower BAPMOS and Erection BAPP. The PLN may view Tower BAPMOS as the appropriate cut-off, as the erection can begin when the tower material is on site. On the other hand, the Contractor will use the Erection BAPP as proof of completion of erection work.

These disparities in interpretation, rooted in the ambiguity of the contract clause formulation and exacerbated by changes in circumstances, have substantial financial consequences. Differences in the completion cut-off date, even by a matter of days, can significantly affect the amount of the price adjustment that is the contractor's right and PLN's obligation, given the project's enormous value and unavoidable price fluctuations. This dispute reaffirms the urgency of clarity, precision, and fairness in drafting construction contract clauses, as well as the need for an effective and legally sound dispute resolution mechanism (Wisatrioda et al., 2025). Dispute resolution is about winning claims, ensuring project continuity, mitigating losses for all parties, and upholding the principle of good faith in contract execution (Renyaan et al., 2022; Negara et al., 2024; Sumantri et al., 2025).

D. Normative Parameters for Interpreting Work Execution Timelines in the Context of Price Adjustment in the Lampung EHV Overhead Line Construction Contract

The disparities in interpretation regarding work execution timelines in the Lampung EHV Overhead Line construction, which have implications for price adjustment calculations, underscore the need for objective, fair, and legally certain normative parameters. These parameters cannot solely rely on rigid contractual provisions (such as the original schedule) but must be constructed by considering fundamental principles of contract law, relevant legal doctrines, and the specific facts surrounding project execution, including significant changes in circumstances and the acts or omissions of the parties. In other words, these normative parameters must reflect substantive justice, not merely contractual formalities.

Within the framework of justice as fairness, the interpretation of price adjustment clauses must prioritize impartiality and the equilibrium of rights and obligations (Rawls, 2001). The veil of ignorance requires that the parties, in a position as if they did not know their future contractual position, agree on principles that are fair to all (Yanuar et al., 2025). Applying this concept in the context of the Lampung EHV Overhead Line construction demands that the determination of execution timelines not disproportionately burden one party. Furthermore, the doctrine of rebus sic stantibus provides juridical justification for contract adjustments, including adjustments to execution timelines, if fundamental, unanticipated changes in circumstances occur that are beyond the parties' control (Adi, 2015). However, this doctrine does not automatically negate the principle of pacta sunt servanda; adjustments must be made in good faith and within reasonable limits.

Based on these legal principles, the normative parameter proposed in this research is to link the completion cut-off date to the indicator most relevant to the start or completion of the work, considering the impact of changed circumstances, other factors influencing delays, and the principle of proportionality. The original schedule, although ideally the initial reference point, can no longer be the basis for determining the cut-off in the context of the Lampung EHV Overhead Line construction. The change in the transmission line route, which caused delays and significant changes in the land acquisition process, has fundamentally altered the assumptions underlying the original schedule.

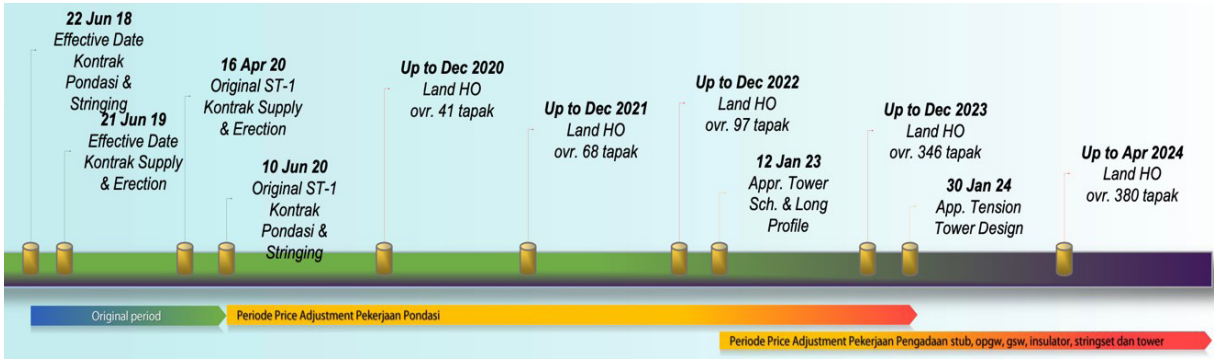

Figure 1. Land Handover Timeline for Lampung EHV Overhead Line Construction Work After Changes in Circumstances

Figure 1 shows the land handover timeline for foundation, stringing, STUB procurement, OPGW, GSW, insulator, stringset, and tower work in the Lampung EHV Overhead Line construction. The effective date of the foundation and stringing contract is June 22, 2018, and the effective date of the supply and erection contract is June 21, 2019.

Foundation:

- Original schedule (ST-1) April 16, 2020 (41 tower sites).
- First land handover: December 2020 (41 tower sites).
- Second land handover: December 2022 (97 tower sites).

Stringing:

- Original schedule (ST-1) June 10, 2020.
- First land handover: December 2021 (68 tower sites).
- Second land handover: December 2023 (346 tower sites).
- Approval Tower Schedule & Long Profile: January 12, 2023.
- Approval Tension Tower Design : January 30, 2024
- Third land handover: April 2024 (380 tower sites).

The price adjustment period for foundation work begins from the original period until the second land handover (December 2022). The price adjustment period for the procurement of STUB, OPGW, GSW, insulators, stringsets, and towers begins from the second land handover (December 2022) until the third land handover (April 2024). This data empirically shows that land handover was carried out in stages and experienced significant delays from the original schedule. These delays, largely caused by changes in circumstances (route changes), cannot be ignored when determining the completion cut-off date. However, it must be emphasized that not all delays can be attributed to changes in circumstances. Internal contractor factors, such as negligence in mobilizing resources or delays in submitting documents, must also be considered. Therefore, the proposed normative parameter not only refers to land handover indicators or documents but also adds the concept of a reasonable and adjusted work duration.

Adjusted duration is the objectively reasonable and adequate work execution duration, considering the cumulative impact of changes in circumstances, internal contractor factors, and the principle of proportionality (Nachrawi & Heliany, 2023). Calculating this adjusted duration cannot be done uniformly for all work items but must consider the characteristics and logical sequence of each job. The application of normative parameters is more specific to the various work items in the Lampung EHV Overhead Line construction, divided into two contract categories: Construction and Procurement.

Table 2. Basis for Determining Execution Timelines for Price Adjustment in the Lampung EHV Overhead Line Construction Contract

CONTRACT	WORK ITEM	CUT-OFF FOR CALCULATION
CONSTRUCTION	FOUNDATION	Land BAST
	INSULATOR, STRINGSET	Approval Drawing
	OPGW, GSW	Approval Drawing
	STRINGING	Segment BAST
PROCUREMENT	TOWER	Approval Drawing
	ERECTION	Tower BAPMOS

The reasons for determining the execution time in determining the cut-off for calculating price adjustments for each work item in the Lampung EHV Overhead Line Construction Contract are as follows:

1. Foundation: The completion cut-off date is based on the date of the Land BAST for each tower site, plus the adjusted duration for foundation work. Land BAST is the primary indicator because foundation work cannot begin before the land is available and officially handed over. Considering the adjusted duration, setting this cut-off embodies the principle of rebus sic stantibus and an effort to achieve contractual justice amidst changed circumstances.
2. Stringing: The completion cut-off date is based on the date of the Segment BAST for each segment, plus the adjusted duration for stringing work. BAST Segmen is the primary indicator because stringing work cannot begin before the ROW is available and officially handed over. Considering the adjusted duration, setting this cut-off embodies the principle of rebus sic stantibus and an effort to achieve contractual justice.
3. Insulators, Stringsets, OPGW, GSW: The completion cut-off date is based on the date of the approval drawing plus the adjusted duration. The approval drawing is the primary indicator because the procurement of these materials is highly dependent on the approved technical design. Considering the adjusted duration, setting this cut-off seeks a balance between the contractor's right to price adjustment and the obligation to carry out the work efficiently. And in line with the principle of good faith.
4. Tower: The completion cut-off date is based on the date of the approval drawing plus the adjusted duration. The approval drawing, calculation note, and material list are the primary indicators because tower procurement cannot be carried out before the technical design is approved. Considering the adjusted duration, setting this cut-off seeks a balance between the contractor's right to price adjustment and the obligation to carry out the work efficiently, upholding the principle of good faith.

5. Erection: The completion cut-off date for erection work is based on the date of the Tower BAPMOS for each tower site, plus the adjusted duration for erection work. Tower BAPMOS is the primary indicator because erection work cannot begin before the tower materials are available on-site and have been officially received. Considering the adjusted duration, setting this cut-off embodies the principle of rebus sic stantibus and an effort to achieve contractual justice, upholding the principle of good faith.

Based on factual indicators and adjusted duration, this approach better reflects the principle of distributive justice in risk allocation and better guarantees legal certainty than an approach that is fixated solely on the original schedule or actual BAPP. Therefore, These normative parameters are not just a set of technical rules but a legal instrument to achieve contractual justice in the context of changed circumstances. With these parameters, it is hoped that the implementation of price adjustments can be carried out more objectively, transparently, and accountably, thereby minimizing the potential for disputes and ensuring the smooth running of the Lampung EHV Overhead Line construction within the applicable legal framework.

CONCLUSIONS AND SUGGESTIONS

Based on the findings and discussion, this research confirms that the disparities in interpretation regarding the determination of work execution timelines in the Lampung EHV Overhead Line Construction Contract, particularly concerning the implementation of the price adjustment clause (Article 3.56), stem from ambiguities in the clause's formulation and are complicated by significant changes in circumstances. The change in the transmission line route, as the causa prima of the delay, fundamentally altered the assumptions underlying the original schedule. Consequently, the rigid application of the original schedule in determining the cut-off for price adjustment calculations can potentially disregard the principle of contractual justice. On the other hand, the contractor's acts and omissions also contributed to deviations from the execution schedule.

The differing perspectives in interpreting the determination of work execution timelines are reflected in two contradictory approaches: the contractor advocates for factual indicators of work completion (BAPP or BAPMOS), while PLN tends to refer to indicators related to the initial commitment or the start of work phases (Land BAST, Approval Drawing, or Tower BAPMOS for erection), with duration adjustments based on the original schedule. Although each of these approaches can be constructed with juridical arguments referring to contract law principles, such as pacta sunt servanda, rebus sic stantibus, and nemo auditur propriam turpitudinem allegans, neither of

these approaches, if applied exclusively, can produce a cut-off determination that is entirely fair and legally certain.

Therefore, this research formulates normative parameters for interpreting the determination of work execution timelines in the context of price adjustments that are more comprehensive and balanced. These parameters require that the cut-off be linked to the indicator most relevant to the start or completion of the work (Land BAST for foundations, BAST Segmen for stringing, Approval Drawing for material procurement, and Tower BAPMOS for erection), but with the addition of the concept of a reasonable and adjusted work duration. This adjusted duration becomes a crucial instrument to accommodate the cumulative impact of changes in circumstances and internal contractor factors and to distribute risks more proportionally between the parties. Thus, the normative parameters provide certainty through controlled flexibility. In turn, it is hoped that the implementation of price adjustment can be more objective, transparent, accountable, and consistent, which aligns with the principle of distributive justice and good faith.

Based on the above conclusions, it is recommended that parties involved in construction contracts, particularly EHV Overhead Line construction, clarify and detail the clause regarding the determination of work execution timelines in the context of price adjustments. The contract clause should not only refer to the original schedule rigidly but also explicitly regulate the mechanism for adjusting the execution timeline (adjusted duration) if significant changes in circumstances occur. This mechanism must transparently define the indicators used as the calculation cut-off, how the adjusted duration is calculated, and the procedure for reaching an agreement on the adjusted duration if there are differences in interpretation.

Furthermore, it is recommended that PLN improve supervision of contractor performance and proactively identify potential delays caused by external and internal factors. This supervision should be technical and administrative, including ensuring the completeness and timeliness of the issuance of documents such as BAST, BAPP, and BAPMOS. Accurate and orderly documentation will be very helpful in resolving potential disputes related to price adjustments.

On the other hand, it is recommended that the Contractor improve diligence in work execution, including in fulfilling all contractual obligations related to document submission, resource mobilization, and work progress reporting. The Contractor must proactively communicate to PLN any potential delays, whether caused by internal or external factors and submit requests for adjustment of the execution timeline (adjusted duration) in writing and supported by strong evidence.

REFERENCES

Adi, D. P. (2015). Absorbsi Prinsip "Rebus Sic Stantibus" dalam Kerangka Pembaharuan Hukum Perjanjian Nasional. *Jatiswara, 30*(1), 71-91. https://doi.org/10.29303/jtsw.v30i1.91

Decision of Minister of Energy and Mineral Resources of the Republic of Indonesia Number 188.K/HK.02/MEM.L/2021 on the Ratification of the Electricity Supply Business Plan of the State Electricity Company (Persero) for 2021 to 2030. https://jdih.esdm.go.id/dokumen/view?id=2192

Fulli-Lemaire, S. (2019). Les Restitutions Consécutives à L'annulation du Contrat Illicite Brèves Réflexions Sur Le Droit Français Réformé Des Contrats À Partir De L'arrêt. *European Review of Private Law, 26*(2), 265-271. https://doi.org/10.54648/erpl2018018

Indahwati, A. N., Sami'an, S., & Hardjomuljadi, S. (2025). Arbitration in Resolving Construction Cost Claim Disputes Due to Time Extensions: A Study of Contract Law in Indonesia. *SIGn Jurnal Hukum, 6*(2), 263-281. https://doi.org/10.37276/sjh.v6i2.388

Irwansyah. (2021). *Penelitian Hukum: Pilihan Metode & Praktik Penulisan Artikel*, Revision Edition. Mirra Buana Media.

Junaedi, J., Saputro, A., & Sami'an, S. (2025). Challenges in Electrical Infrastructure Permitting: A Case Study of Substation Development in South Sumatra. *SIGn Jurnal Hukum, 6*(2), 313-327. https://doi.org/10.37276/sjh.v6i2.393

Mariyati, D. (2018). Prinsip Hukum dalam Penyusunan dan Pelaksanaan Kontrak Engineering Procurement Construction (Kontrak "EPC"). *Yuridika, 33*(2), 188-211. https://doi.org/10.20473/ydk.v33i2.7412

Nachrawi, G., & Heliany, I. (2023). Karakteristik dan Penerapan Change Order pada Kontrak Kerja Konstruksi yang Terjadi di Indonesia. *Iblam Law Review, 3*(2), 536-546. https://doi.org/10.52249/ilr.v3i2.444

Negara, A. S., Rifai, A., & Shebubakar, A. (2024). Resiko Kontraktual Pelaksanaan Kontrak Engineering Procurement Construction (EPC) dengan Pola Pembiayaan Proyek. *Unes Journal of Swara Justisia, 8*(1), 223-236. https://doi.org/10.31933/995mz446

Norms, Standards, Procedures, and Criteria of the Directorate General of Highways Number SOP/UPM/DJBM-116 Rev:01 on Standard Operating Procedures for Price Adjustment. https://binamarga.pu.go.id/index.php/nspk/detail/sopupmdjbm-116-rev01-standar-operasional-prosedur-penyesuaian-harga-price-adjustment

Presidential Regulation of the Republic of Indonesia Number 16 of 2018 on Public Procurement of Goods/Services (State Gazette of the Republic of Indonesia of 2018 Number 33). https://peraturan.go.id/id/perpres-no-16-tahun-2018

Presidential Regulation of the Republic of Indonesia Number 12 of 2021 on Amendment to Presidential Regulation Number 16 of 2018 on Public Procurement of Goods/ Services (State Gazette of the Republic of Indonesia of 2021 Number 63). https://peraturan.go.id/id/perpres-no-12-tahun-2021

Putri, R. R., Chandrawulan, A. A., & Amalia, P. (2018). Peringkat Arus Investasi Indonesia dalam Kerangka Asean-China Free Trade Agreement (Perbandingan dengan Singapura, Malaysia, Thailand, dan Vietnam) Ditinjau dari Prinsip Fair and Equitable Treatment. *Jurnal Hukum & Pembangunan, 48*(2), 275-298. https://doi.org/10.21143/jhp.vol48.no2.1664

Qamar, N., & Rezah, F. S. (2020). *Metode Penelitian Hukum: Doktrinal dan Non-Doktrinal*. CV. Social Politic Genius (SIGn).

Rahmiko, E., Saputro, A., & Sami'an, S. (2025). Legal Dynamics in the Permitting Process for Extra High Voltage Overhead Line Development in South Sumatra. *SIGn Jurnal Hukum, 6*(2), 328-342. https://doi.org/10.37276/sjh.v6i2.394

Rakasatutya, F., Yuslim, Y., & Andora, H. (2023). Kedudukan Denda Keterlambatan Pelaksanaan Pekerjaan Konstruksi dalam Kepailitan. *Unes Journal of Swara Justisia, 7*(2), 497-513. https://doi.org/10.31933/ujsj.v7i2.361

Rawls, J. (2001). *Justice as Fairness: A Restatement*. Harvard University Press.

Renyaan, W., Ingratubun, J. A., & Kliwon, K. (2022). Analisis Penyelesaian Sengketa Kontrak Kerja Konstruksi Proyek Pemerintah Melalui Non Litigasi. *Jurnal Hukum Ius Publicum, 3*(1), 82-96. https://doi.org/10.55551/jip.v3i1.47

Sampara, S., & Husen, L. O. (2016). *Metode Penelitian Hukum*. Kretakupa Print.

Sebastian, R. R., Wisatrioda, B., Sami'an, S., & Hardjomuljadi, S. (2025). Resolving Construction Disputes through Negotiation: A Case Study of Amendments to the Environmental Impact Assessment for an Electricity Infrastructure Project. *SIGn Jurnal Hukum, 6*(2), 282-295. https://doi.org/10.37276/sjh.v6i2.389

Sumantri, M. F. A., Sami'an, S., & Hardjomuljadi, S. (2025). Concurrent Delay and Price Adjustment in Multi-Year Contracts: An Indonesian Construction Law Perspective. *SIGn Jurnal Hukum, 6*(2), 343-367. https://doi.org/10.37276/sjh.v6i2.399

Susanti, R., & Nurdiana, A. (2020). Cost Overrun in Construction Projects in Indonesia. In *Proceedings of the Joint International Conference on Civil, Environmental, and Geo Engineering 2019* (Vol. 506, pp. 1-5). IOP Conference Series: Earth and Environmental Science. https://doi.org/10.1088/1755-1315/506/1/012039

Szarszoń, K. (2022). Legal Mechanisms for Adapting Contracts to Changing Economic Conditions in Professional Dealings. *Wroclaw Review of Law, Administration & Economics, 11*(2), 48-68. https://doi.org/10.2478/wrlae-2021-0017

Utama, N. A., & Sutrisno, B. (2023). Tanggung Jawab Pelaksana Konstruksi atas Keterlambatan Pembangunan karena Bencana Alam. *Commerce Law, 3*(1), 32-38. https://doi.org/10.29303/commercelaw.v3i1.2808

Wisatrioda, B., Sebastian, R. R., Sami'an, S., & Hardjomuljadi, S. (2025). Resolving Hydropower Plant Construction Disputes through a Standing Dispute Board: A Case Study of Asahan 3 HEPP. *SIGn Jurnal Hukum, 6*(2), 296-312. https://doi.org/10.37276/sjh.v6i2.392

Yanuar, R., Saputro, A., & Sami'an, S. (2025). Sustainability of Infrastructure Development in Indonesia: A Legal Analysis of Price Adjustments in Construction Contracts. *SIGn Jurnal Hukum, 6*(2), 247-262. https://doi.org/10.37276/sjh.v6i2.385

You, J., Chen, Y., Wang, W., & Shi, C. (2018). Uncertainty, Opportunistic Behavior, and Governance in Construction Projects: The Efficacy of Contracts. *International Journal of Project Management, 36*(5), 795-807. https://doi.org/10.1016/j.ijproman.2018.03.002