DUE TO THE OVERMACHT LAW IN GOODS AND SERVICES PROCUREMENT CONTRACTS DURING THE 2019 CORONA VIRUS DISEASE PANDEMIC

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ABSTRACT

The Covid-19 pandemic has had a wide-ranging impact on the implementation of the procurement of goods and services throughout Indonesia. The performance of the procurement of Government goods and services by the debtor cannot be carried out in accordance with the contract agreement. Presidential Decree No. 12 of 2020 which states the Covid-19 pandemic as a non-natural national disaster becomes the legal basis and solution. Testing the overmacht criteria in the Covid-19 pandemic, the Covid-19 pandemic has met the criteria as an iovermacht. Negotiations are needed between debtors and creditors, as well as continuing to base on Article 1244, Article 1245, Article 1444 and Article 1445 of the Civil Code of the Republic of Indonesia in resolving the failure to implement the procurement of goods and services during the Covid-19 pandemic.

Keywords: Legal Consequences, Overmacht, Covid-19

INTRODUCTION

The procurement of goods and services in supporting the passage of the national development process, whether carried out at the center of government or in the regions, plays a very important role. The procurement of goods and services does not only involve the private sector or between private and private parties, but the procurement of goods and services also involves the government. Procurement of goods and services based on or can only occur after the existence of a contract by the parties involved in it. The procurement of goods and services involving the government as one of the parties is then known as government procurement of goods and services.

Contracts for the procurement of goods and services that involve the government as one of the parties have different characteristics from the contracts for the procurement of goods and services that only involve the private sector. The different characteristics are due to the unequal position of the government with the private sector, thus requiring a different contract structure with contracts in general.

The contract for the procurement of goods and services begins with the pre-contract stage, with various processes in it, which is followed by the implementation of the contract in the form of the process of implementing work or procuring goods and services. The final stage in the procurement of goods and services is the post-contract stage which is the end of the work or procurement of goods and services.

Every time the implementation of the government's goods and services pawnshop does not run smoothly and in accordance with the agreement at the beginning of the formation of the contract. Circumstances that force him to work not in accordance with the agreement at the beginning of the contract are known in contract law as a state of coercion or overmacht.

Overmacht can also occur in contracts for the procurement of government goods and services. Unable to run smoothly due to a situation that forces it to meet the requirements of an overmacht. By not being able to carry out work or procurement of goods and services in accordance with the agreement, losses arise, not only on the government side, but also on both parties who agree.

The occurrence of overmacht in the implementation of the procurement of goods and services by causing losses to the second party will also cause legal consequences for the procurement of goods and services itself.

Since the beginning of 2020, the world has been hit by a new outbreak of the Corona virus known as Corona Virus Disease 2019 (hereinafter referred to as Covid-19) which first appeared in Wuhan. Indonesia and all provinces in Indonesia were also hit by the Covid-19 pandemic. During the Covid-19 pandemic, the implementation of the procurement of goods and services could not go according to the agreement at the beginning of the contract; there were even agreements that could not be executed at all.

The requirements for the occurrence of overmacht in theory do not include disasters that are not caused by nature (not non-natural disasters). The government in the development of handling the Covid-19 pandemic further determined the Covid-19 pandemic as a non-natural disaster to become a national disaster. The President also issued Presidential Decree Number 12 of 2020 concerning the Determination of Non-Natural Disasters for the Spread of Corona Virus Disease 2019 (Covid-19) as a National Disaster (hereinafter abbreviated as Presidential Decree 12 of 2020).

The Covid-19 pandemic has an impact on activities/work to overcome efforts to overcome the impact caused by the spread of Covid-19. With the stipulation of the non-natural disaster of the Covid-19 pandemic as a non-natural disaster, it will certainly cause problems in implementing contracts that are not in accordance with the agreement at the beginning. This is as a result of the refocusing of activities and reallocation of budgets for handling the Covid-19 pandemic.

The Covid-19 pandemic has resulted in government procurement of goods and services that cannot be completed according to the agreement in the contract. However, the debtor has difficulty because what happened was a condition due to the outbreak, not nature. By declaring the Covid-19 pandemic as a non-natural national disaster, the Covid-19 pandemic must be tested with the iovermach t (forcem majeure) criteria.

For this reason, in this paper, it is appointed to conduct an analysis of the above conditions with the title Legal Consequences of Overseas in Goods and Services Procurement Contracts during the 2019 Corona Virus Disease Pandemic.

Based on the above background, the formulation of the problem that will be studied

In this writing, they are: 1. Can the Covid-19 Non-Natural Pandemic Disaster State be categorized as an overmacht in the procurement of goods and services? 2. What are the legal consequences of overmacht in the procurement of goods and services during the Covid-19 pandemic?

RESEARCH METHODS

The research used in this paper is normative research that analyzes the laws and regulations related to the issues raised, namely the legal consequences of overmacht in the contract for the procurement of goods and services during the 2019 Corona Virus Disease pandemic. The approach to the problem used is a statutory approach and a conceptual approach, with a view to answering the issues raised in this paper.

RESULTS AND DISCUSSION

Covid-19 Pandemic as Overmacht in Goods and Services Procurement Contracts

Goods and Services Procurement Contract as a Hybrid Business Contract

The State's obligation to ensure the welfare of the community through the government to provide the community's needs for goods and services. According to Sogar Simamora (John Sogar Simamora, 2013) that to carry out the obligation to ensure the creation of the welfare of the community, the government is required to provide the people's needs in various forms, both in the form of goods, services and infrastructure development.

Furthermore, Y. Sogar Simamora, as quoted by H Purwosusilo stated that: "the need for goods and services is one aspect of government action in an effort to meet the needs of the people, as well as the needs of the government in running the government. It is in this context that the contract-making process becomes a routine practice" (Purwosusilo, 2014).

The government in providing goods and services will involve conditions in the agreement in the contract. Contracts made by the government are multi-faceted and have a very good character (Charles, Shook & William, 1999) so that they are also called hybrid contracts. Contracts for the procurement of goods and services are known as hybrid contracts (hybrid contracts) because they are a combination of public law and private law. The characteristics of contracts made by the government are different from private contracts which are generally known, although the legal relationship that is formed between the government and the private sector is a contractual relationship, but it does not contain only private law, but also public law, so it is often referred to as a public contract.

A public contract is a contract that is contained in public law because one of the parties acts as the ruler (government). In addition, in the formation phase, especially regarding the procedures and authorities of public officials, elements of public law are also contained in the implementation and enforcement (enforcement) of contracts (John & Sogar Simamora, 2009).

M.A. Sudjan stated that:

"The power of public law applies in all these phases. This lack of confidence in public law is the reason why government contracts are considered not as a contract but as a regulation because the contents contained in it do not reflect the will to be. What is contained in the government contract is basically the unilateral will of the government. The terms of the contract have been prepared by the government, meanwhile, the private party (contractor) only has a choice or not. Completely closed the possibility to make a counter offer. Standard contracts are widely used in the practice of government contracts, leaving only a few rights for contractors, the rest are obligations that must be fulfilled or complied with. The government which is generally said to have the power as a regulation is in a standard contract which is classified as adhesion (adhesion contract), (Yoh Contract & Sogar Simamora, 2009).

The position of the government as a contractor in a hybrid contract is not appropriate in a contractual relationship that places the position of the parties in a balanced manner. Hybrid contracts involving the government as a contractor are included in the category of private legal acts, so that the legal relationship formed is a civil law relationship. Thus, the validity of a hybrid contract should be measured through Article 1320 BW as a general rule that determines the validity of all types of contracts, including hybrid contracts.

The position of the government in a contractual relationship is more special, this situation ultimately leads to compliance with the legal relationship that is formed. In addition to the

possibility of circumstances (Misbruik van Omstandigheden) that are detrimental to the private sector, legal problems are also possible. In addition to the inadequacy of the available rules, it is also due to the lack of understanding of public officials in utilizing these civil law instruments and does not rule out the possibility of mala fide (John & Sogar Simamora, 2009) by the parties.

In business contracts with a hybrid nature, as is known in the procurement of government goods and services, one aspect that must be considered is the aspect of authority, where the aspect of authority is on the capacity (capacity) of the parties (contractants) who are hybrid contracts. From the government's perspective, it must be ensured that the party to the grant contract has the authority to close the hybrid contract, because in principle if the government has a relationship with another party, the government should not be harmed.

The government in a hybrid contract, as stated above, has a dual role, both as a private legal subject and as a public body. If the contract is signed by the parties, it creates rights and obligations that must be carried out by both parties because hybrid contracts, especially contracts for the procurement of goods and services are mandatory.

Default action results in the right of the injured party to sue the party who defaulted to provide compensation, so that by law it is hoped that no party will be harmed because of the default. However, in a hybrid contract, the Government as the creditor and the object of the hybrid contract are goods that become state assets or state money, which will result in state losses.

Characteristics of Overmacht in the Civil Code According to Experts

Force Majeure is a term translated from Force Majeure or what in the Dutch literature is called Overmacht. Overmacht is a condition in which a debtor fulfills his performance due to an unexpected real situation or event before or at the time a contract is signed, and the said condition or event cannot be charged to the debtor because it is in a bad condition; bad faith). Real circumstances or events known as Overmacht (force majeure) are not the basic assumptions of the parties to the contract.

Literally, force majeure (overmacht) is not defined in Book III and Book IV of the Civil Code (abbreviated KUHPrdt). Forced conditions are imperatiously interpreted from the provisions of Article 1244 and Article 1245 of the Criminal Code which states as follows:

"1244. The debtor must be punished for compensating costs, losses and interest, if he cannot prove that the non-performance of the engagement or the untimely performance of the engagement was caused by an unforeseen event, which cannot be insured against him, even though there was no bad faith.

1245. There is no reimbursement of costs, losses and interest, if circumstances force or due to coincidences, the debtor is prevented from giving or doing something that is required, or doing something that is forbidden."

Munir Fuadi (Munir Fuadi, 1999) expressed an opinion regarding force majeure based on the provisions of Articles 1244 and 1245 of the Indonesian Criminal Code stating that:

Article 1244 and Article 1245 of the Civil Code only regulates force majeure issues in relation to losses and interest costs, but the formulation of these articles can be used as a guideline in interpreting force majeure in general."

Force majeure imperatively can also be interpreted from the provisions of Article 1444 and Article 1445 of the Civil Code which states:

"1444. If a certain item that is the subject of an event is destroyed, cannot be erased, or is lost until it is completely known whether the item is still there or not, then the engagement is terminated, provided that the item is destroyed or lost without the fault of the debtor and before he neglects to hand it over. Even if the debtor fails to deliver an item, which was not previously covered by unforeseen events, the agreement is still void if the item will also be destroyed in the

same way in the hands of the creditor, as the item had been handed over to him. The debtor is obliged to prove the unforeseen events he stated. By the way an item is lost or destroyed, the person who takes the item is in no way free from the obligation to change the price.

1445. If the goods owed are destroyed, can no longer be erased, or are lost beyond the fault of the debtor, if there is a right or replacement for the rights to the goods, it is obligatory to give these rights and obligations to the creditor."

According to the provisions of Article 1244, Article 1245, Article 1444 and Article 1445 of the Indonesian Civil Code, the experts draw the meaning of overmacht (force majeure) as follows:

1) R. Subekti, stated that: "a state of coercion implies that there is a reason to be released from the obligation to pay compensation."

It is further said that:

"Force is a situation that occurs after a contract that holds the debtor from carrying out his performance, in which the debtor cannot be blamed and there must be no risk created and the time of approval cannot be estimated. All of this before the debtor neglects to fulfill his achievements when the situation arises" (Subekti, 1994).

2) Munir Fuadi, stated that: "Circumstances force an unforgettable condition or event in the making of a contract, which cannot be compared with the debtor, because the debtor is not in bad intentions" (Munir Fuadi, 1999).

3) Abdul Kadir Muhammad, stated that: "a state of coercion is a condition that the debtor cannot fulfill the pre-statement because an event may not be due to his fault and cannot be forgotten at the time of the engagement" (Abdul Kadir Muhammad, 1982).

Furthermore, Munir Fuadi said, still based on the provisions of Article 1244 and Article 1245 of the Indonesian Criminal Code that:

From the formulations of the articles of the Civil Code as mentioned above, it can be seen that the causes of force majeure according to the Civil Code are as follows:

1) Force majeure due to unforeseen causes;

2) Force majeure due to compelling circumstances;

3) Force majeure because the act is prohibited" (Munir Fuadi, 1999).

Agus Yudha Hernoko concluded that:

Overmacht is an event that occurs beyond the fault of the debtor after the conclusion of the contract, which holds him back from fulfilling his performance, before he was negligent and would therefore not be at risk of such an event. For this reason, as a means for the debtor to release himself from the creditor's claim, the argument for the existence of coercive circumstances must meet the requirements that:

1) Fulfillment of achievement is hindered or prevented;

2) Obstruction of the fulfillment of these achievements beyond the fault of the debtor;

3) The event that causes the achievement to be hindered is not the debtor's risk," (Agus Yudha Hernoko, 2014).

Referring to Article 1244, Article 1245, Article 1444, and Article 1445 of the Indonesian Civil Code, as well as the opinions of contract law experts as stated above, it can be understood that a state of coercion (force majeure, overmacht) is a condition that occurs not due to an error, but outside the intention and cannot be known or forgotten at the time of designing, making and executing the contract by the debtor or parties who have the obligation to carry out the presto in the contract, for example natural disasters (volcanic eruptions, earthquakes, tsunamis, etc.), weather and climate conditions (meteor showers), tornadoes, etc.), loss, theft, changes to positive legal rules (new laws and regulations), oaths, third party behavior, and anarchist strikes or demonstrations, which cause delays in the implementation of legal achievements or obligations. The contractual, either permanently (permanently) or temporarily (temporary), (Muhammad Syafruddin, 2012).

Overmacht in Presidential Regulation Number 12 of 2020

Overmacht or force majeure or coercive circumstances as stated above are not expressly regulated in the Indonesian Civil Code, but based on the provisions of Article 1244, Article 1245, Article 1444 and Article 1445 of the Indonesian Civil Code, it is stated that overmach has the following conditions:

1) The event that causes overmacht must be an event that was unexpected by the parties (see Article 1244 of the Civil Code Prdt);
2) Overmacht cannot be allocated to debtors (see Article 1244 KHU Prdt);
3) Overmacht occurred outside the debtor's fault (vide Article 1245 of the Civil Code Prdt);
4) The event that causes overmacht is not an event shared by the debtor (vide Article 1545 in conjunction with Article 1245 of the Civil Code Prdt);
5) The debtor is not in bad faith (vide Article 144 of the Indonesian Civil Code);
6) If there is an overmacht, the contract will be void and may be returned by the party as if it had never been done (vide Article 1545 of the Civil Code Prdt);
7) If there is an overmacht, the parties may not claim compensation (vide Article 1244, in conjunction with Article 1245, in conjunction with Article 1553 paragraph (2) of the Indonesian Civil Code);
8) The risk (as a result of overmacht) shifts from the creditor to the debtor from the time the goods/services are supposed to be delivered (see Article 1545 of the Civil Code Prdt), (Munir Fuadi, 1999).

Entering the Covid-19 pandemic, many unexpected conditions occurred, causing a situation where it was not possible to complete work in the procurement of government goods and services in accordance with the goods agreement in the contract. Covid-19, which became a pandemic, has severely hampered the work of procuring government goods and services. Facing the Covid-19 pandemic, the Government is trying to take policies that are solutions to the problems faced. One such solution is to issue various policies and regulations to ensure and guarantee the implementation of development, including the implementation of government procurement of goods, even though there are various obstacles and shortcomings.

Policies and regulations as solution steps taken by the government, one of which is the issuance of Presidential Decree No. 12 of 2020. With the issuance of Presidential Decree No. 12 of 2020, the Covid-19 pandemic in Indonesia's positive law is categorized as a non-natural disaster.

With the issuance of Presidential Decree No. 12 of 2020, Covid-19 which is declared a global pandemic (global pandemic) by the World Health Organization (WHO) is also declared a national disaster of a non-natural nature, this statement can be seen from letters a and b of the dictum considering Presidential Decree No. 12 of 2020 which states as follows:

A. non-natural disasters caused by the spread of Corona Virus Disease 2019 (COVID-19) have had an impact on the number of victims and property losses, widening the coverage area affected by the disaster, as well as having an impact on the broad social economic reality in Indonesia;

B. That the World Health Organization (WHO has declared Covid-19 a Global Pandemic on March 11, 2020;

The spread of Covid-19 as a non-natural disaster has in fact had an impact on the number of casualties and property losses. In addition, the expansion of the coverage area affected by the Covid-19 non-natural disaster is very fast, and also has an impact on the broad social and economic aspects of the Indonesian nation and state. This requires serious and fast handling. All procurement activities of goods and services must pay attention to the impact caused by the Covid-19 pandemic.

Presidential Decree No. 12 of 2020 in the President stipulates as follows:

"One: To declare a non-natural disaster caused by the spread of Corona Virus Disease 2019 (COVID-19) as a national disaster.

Third: Governors, regents, and mayors as Chair of the Task Force for the Acceleration of Handling: Corona Virus Disease 2019 (COVID-19) in the regions, in setting policies in their respective regions, they must pay attention to the policies of the Central Government."

The determination of the Covid-19 pandemic as a non-natural national disaster has an impact on the Government's decision to refocus the implementation of the procurement of goods and services and reallocate the budget for the procurement of goods and services. The refocusing of work and budget reallocation is aimed at making the government more focused on handling the Covid-19 pandemic.

Referring to the determination of the non-natural disaster status of the Covid-19 pandemic as a national disaster according to Presidential Decree No. 12 of 2020, then based on the provisions of Article 1244, Article 1245, Article 1444 and Article 1445 of the Indonesian Civil Code as stated by Munir Fuadi, it can be stated that the Covid-19 pandemic can categorized as a state of forced (overmacht, force majeure), with the following considerations:

1) The parties did not expect a Covid-19 pandemic (vide Article 1244 of the Civil Code Prdt);
2) The Covid-19 pandemic occurred outside the debtor's fault (vide Article 1245 of the Civil Code Prdt);
3) The Covid-19 pandemic is not an incident committed by the debtor (see Article 1545 in conjunction with Article 1245 of the Civil Code Prdt);
4) The debtor is not in a bad mood (see Article 144 of the Indonesian Civil Code);

Legal Consequences of Overmacht in Business Contracts

Failure in the execution of a contract by the debtor gives rise to a claim for creditors, a right to sue as an effort to enforce the contractual rights of creditors. Regarding the risk of liability in overmacht, Agus Yudha Hernoko put forward two theories, namely:

A. Objective Theory: This theory is based on the assumption that, 'achievement is not for everyone', meaning that it is related to absolute impossibility for everyone (see Article 1444 BW).

For example: A (debtor) hands over a dead horse that was struck by lightning. The death of the horse which results in the prevention of the implementation of achievement and only applies to A (the debtor), but for everyone who is in position A will experience the same result. However, in its development, this theory does not apply absolute (absolutely), but is closer to a subjective theory that is considered objectively for everyone, in the end it is also accepted that it is necessary to pay attention to the engagement subjects affected by the overmacht.

B. Subjective Theory: The starting point of this theory is 'impossible performance for the debtor concerned' meaning that it is related to relative impossibility (by reminding and personal or subject of the debtor).

For example: A small craftsman (debtors fostered by BUMN) submits handicrafts to BUMN, while the price of raw materials is very expensive (not affordable by the person concerned). The soaring price of raw materials for general business people is part of the business risk that has been reached, but for small or micro business actors it can be categorized as overmacht," (Agus Yudha Hernoko, 1984).

Furthermore, Agus Yudha Hernoko said that:

"The existence of an event that is categorized as overmacht brings consequences (legal consequences), as follows:

A. Creditors cannot demand fulfillment of performance.
B. The debtor can no longer be declared negligent.
C. The debtor is not obliged to pay compensation.
D. The risk does not pass to the debtor.
E. Creditors cannot sue in a reciprocal agreement.
F. The engagement is considered void."

Actually, in addition to the Objective Theory and the Subjective Theory as stated by Agus Yudha Hernoko above, there are also two contract law theories which provide an explanation of the contents of the co-responsibility in the event of a forced situation, namely:

A. Theory of Effort (Inspanningsleer), developed by J. F. Houwing who is a proponent of the Subjective Theory, which departs from the idea that "a state of coercion begins when the error stops". This means that the debtor must prove that he has tried, based on the following criteria: public opinion and/or the fair meaning of the contract in question, if he does not want to be punished for paying compensation, (Niewnhuis, 1985).

B. The theory of risk taking (Gevaarzetting Theorie), developed by J.L.L. Wery, which departs from the idea that "a state of compulsion begins when risk ceases". This means that the debtor must pay compensation if it cannot prove that the obstruction of performance arising from circumstances that should not be responsible. Even if the debtor is innocent, should he be sued? If the answer is yes, then the debtor is willing to take the risk. This theory was embraced in the January 1968 HogeRaad Judgment, NJ 1968; Vliegtuigveleugel & HogeRaad Judgment 13 December 1968; NJ 1969; Cadix, (Niewnhuis, 1994).

An example that can be found of the application of the Business Theory above, is a business actor who receives information from a government agency that has that there will be a big flood around the location of the shop house which is the place of business activity. However, the business actor does not carry out any business that is his obligation based on the opinion in public traffic and the reasonable meaning of the contract to cause harm to other parties who have a legal relationship with him. Furthermore, an example of the application of the Risk-taking Theory is that a sea transportation company uses a ship with equipment that is not in accordance with its needs, and then the company knows the risks that will arise based on the opinion of the community's traffic. Because he is not sure of the fault of the debtor or the party who has an obligation to excel in the contract, he does not dare to challenge and is not obliged to pay compensation. The creditor or the party entitled to receive the achievement cannot demand the termination of the contract, even the engagement caused by the contract itself is considered void due to the occurrence of coercive circumstances. So, the coercive situation is a reason to release the debtor or the party who has the obligation to carry out the achievements in the contract to pay compensation, even though the obligation to pay compensation has been explicitly stated in the contract (Muhammad Syafruddin, 2012).

In connection with the current situation of the Covid-19 pandemic, the presence of Presidential Decree No. 12 of 2020, according to the author, has also become the legal basis and a solution for consideration as a solution to find solutions to problems that arise as a result of good performance by the parties. Debtor.

The basis for the author's consideration is that by categorizing the Covid-19 pandemic which has been designated as a non-natural national disaster in Presidential Decree No. 12 of 2020, the Covid-19 pandemic is categorized as overmacht (force majeure). The overmacht criteria (force

majeure) that can be approached as stated above in the Covid-19 pandemic, the Covid-19 pandemic has met the criteria as overmacht (force majeure, coercive circumstances). With the fulfillment of the Covid-19 pandemic criteria as an overmacht (force majeure, state force), it can also be stated that the legal consequences arising under Article 1244, Article 1245, Article 1444 and Article 1445 of the Indonesian Civil Code as stated by Munir Fuadi can also be used in approach to the Covid-19 pandemic. The criteria in question can be stated as follows:

A. Because it has never been forgotten by the previous party, the Covid-19 pandemic cannot be allocated to debtors (see Article 1244 KHU Prdt);
B. In the event that the work according to the contract cannot be carried out due to the Covid-19 pandemic, the contract may become invalid and the parties may be returned as if it had never been done (vide Article 1545 of the Civil Code Prdt);
C. During the Covid-19 pandemic, the parties may not claim compensation (vide Article 1244, in conjunction with Article 1245, in conjunction with Article 1553 paragraph (2) of the Civil Code);
D. the risk (as a result of the Covid-19 pandemic) shifts from the creditor to the debtor from the moment the goods and services should be delivered (vide Article 1545 of the Civil Code Prdt).

Based on the views of Agus Yudha Hernoko, it can be said that the Covid-19 pandemic is closing the contract that holds the debtor to fulfill it, before the debtor is declared negligent and because the Covid-19 pandemic condition cannot be blamed and is not at risk of taking risks for the incident. For this reason, as a means for debtors to free themselves from creditor claims, the argument for the existence of a Covid-19 pandemic has fulfilled the requirements, that:

A. Fulfillment of achievements is hindered or prevented due to the Covid-19 pandemic;
B. Obstacles in fulfilling achievements due to the Covid-19 pandemic beyond the fault of the debtor; and
C. The Covid-19 pandemic that causes obstruction of achievement is not a debtor's risk.

Overmacht (force majeure) that occurs is related to the risks that are the responsibility of the parties in the implementation of the contract. The provisions of Article 1545, Article 1533 and Article 1563 of the Civil Code clearly and unequivocally regulate the legal process in the legal settlement of overmachts and risks arising in reciprocal contracts. In essence, the provisions of Article 1545, Article 1533 and Article 1563 of the Civil Code divide the responsibility proportionally between the parties.

CLOSING

Based on the analysis of the problems of this writing in the discussion above, the conclusions put forward are as follows:

1. Presidential Decree No. 12 of 2020 becomes the legal basis and solution for efforts to find a solution due to the inability to carry out good performance by the debtor during the Covid-19 pandemic, because Presidential Decree No. 12 of 2020 declares the Covid-19 pandemic a disaster. lnonalam national. The Covid-19 pandemic can be categorized as an overmatch based on overmacht requirements according to experts, based on the provisions of Article 1244, Article 1245, Article 1444 and Article 1445 of the Indonesian Civil Code
2. The legal consequences arising from the Covid-19 pandemic as an overmacht in the implementation of the contract for the procurement of goods and services are in accordance with the provisions of Article 1244, Article 1245, Article 1444 and Article 1445 of the Civil Code Prdt. This means that these articles are a reference for resolving failures in the implementation of goods and services procurement work during the Covid-19 pandemic.

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