

ABSTRACT

The public procurement of goods and services was historically being regulated under Presidential Decision 18/2000 regarding the Guidance of Public Procurement of Goods and Services. Later on 2003 it was revised 2003 under Presidential Decision no.80/2003 regarding the Guidance of Public Procurement of Goods and Services, which has undergone many changes until what being applied as of today is the Presidential Regulation 4/2015 regarding the Fourth Ammandement of Presidential Regulation 54/2010 regarding the Guidance of Public Procurement of Goods and Services. The procurement of goods and services is an act to gain goods and services by any ministry / institution / public official of which its process starts from the objective planning to the finishing of all action regarding obtainment of the goods/services.

The Extension and/or Termination of Contract on the implementation of the Construction Services under Single Year Contract is not only an interesting issue to discuss by the time it reach the end of its contract. In fact, this issue became a polemical national issue on its practice in public procurement that made this issue piqued our interest to be discussed. Because of such reason, author has decided to review the legal basis related to the termination of aforementioned contract.

The purpose of this research are a) to understand the philosophical ground, benefit(s), and the theoretical ground of justice as grounds of such contractual relation, and to analyze the possibility of extending it just by addendum(s), and b) to show the urgencies regarding the revision(s) and/or ammandment(s) on Act 18/1999 regarding Construction Services and improving the regulation regarding public procurement of goods and services into the form of Act, not just Presidential Regulation.

Keyword : “Addendum of unfinished single year construction contract”

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