THE USE OF A DISPUTE BOARD FOR RESOLVING DISPUTES IN THE RIAU GAS ENGINE POWER PLANT (PEAKER) 200 MW PROJECT

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Abstract

Construction disputes often present significant challenges in large-scale infrastructure projects, including the Riau Peaker 200 MW Gas Engine Power Plant project. This study aims to analyze the implementation of the Dispute Board as an alternative dispute resolution mechanism in this project. Using a qualitative-descriptive approach, data were collected through contract document analysis, amendments, meeting outcomes, and semi-structured interviews with stakeholders, including PT PLN (Persero) and the contractor. The findings reveal that disputes were triggered by delays in Down Payment (DP), differing interpretations of contract clauses, and a proposed 63% price escalation by the contractor. The application of the Dispute Board proved effective in fostering win-win solutions that prevented conflict escalation. Agreements reached included revisions to the work schedule and DP payments, supporting the project's continuity toward achieving the targeted Commercial Operation Date (COD) in 2025. Despite its effectiveness, the implementation of the Dispute Board faced challenges such as differing commercial interests and the absence of detailed internal guidelines from PLN. This study recommends enhancing mediator capacity, developing comprehensive internal guidelines, adopting early-stage mediation, and improving communication transparency among parties to increase the efficiency of future dispute resolutions.

Keywords: *Construction disputes, Dispute Board, mediation, Riau Gas Engine Power Plant (Peaker) 200 MW Peaker*

Abstrak

Sengketa konstruksi sering kali menghadirkan tantangan signifikan dalam proyek infrastruktur berskala besar, termasuk proyek Pembangkit Listrik Tenaga Gas Mesin Riau Peaker 200 MW. Penelitian ini bertujuan untuk menganalisis penerapan Dispute Board sebagai mekanisme penyelesaian sengketa alternatif dalam proyek ini. Dengan menggunakan pendekatan kualitatif-deskriptif, data dikumpulkan melalui analisis dokumen kontrak, amandemen, hasil pertemuan, dan wawancara semi-terstruktur dengan para pemangku kepentingan, termasuk PT PLN (Persero) dan kontraktor. Temuan menunjukkan bahwa sengketa dipicu oleh keterlambatan dalam Pembayaran Uang Muka (DP), perbedaan interpretasi klausul kontrak, dan usulan kenaikan harga sebesar 63% oleh kontraktor. Penerapan Dispute Board terbukti efektif dalam mendorong solusi win-win yang mencegah eskalasi konflik. Kesepakatan yang dicapai meliputi revisi jadwal kerja dan pembayaran DP, mendukung kelanjutan proyek menuju pencapaian Tanggal Operasi Komersial (COD) yang ditargetkan pada tahun 2025. Meskipun efektif, penerapan Dispute Board menghadapi tantangan seperti perbedaan kepentingan komersial dan tidak adanya pedoman internal yang rinci dari PLN. Studi ini merekomendasikan peningkatan kapasitas mediator, pengembangan pedoman internal yang komprehensif, adopsi mediasi tahap awal, dan peningkatan transparansi komunikasi antar pihak untuk meningkatkan efisiensi penyelesaian sengketa di masa depan.

Kata kunci: *Sengketa konstruksi, Dispute Board, mediasi, Pembangkit Listrik Tenaga Gas Mesin (Peaker) Riau 200 MW*

INTRODUCTION

Construction disputes are a common challenge in the implementation of large-scale infrastructure projects. Technical complexities, scope changes, and differing interpretations of contract clauses often trigger disagreements between parties, namely project owners and contractors. In this context, effective and efficient dispute resolution becomes a critical element in ensuring project continuity and minimizing losses for all parties involved.

In Indonesia, construction dispute resolution is governed by various regulations, including Law No. 02 of 2017 on Construction Services, updated through Law No. 11 of 2020 on Job Creation. These regulations introduce alternative mechanisms, such as the Dispute Board, designed to resolve disputes early, reduce the potential for escalation, and prevent disruptions to project schedules.

This study focuses on analyzing a dispute case in the Riau Gas Engine Power Plant (Peaker) 200 MW project, a strategic initiative by PT PLN (Persero) to enhance electricity capacity in Sumatra. The project agreement was signed on November 20, 2017, followed by Contract Amendment No. 01/2020, which stipulated several changes, including the Effective Date, Time for Completion, and Commencement of Works. This amendment agreed that physical works would only commence after the Down Payment (DP) was paid by PLN. However, engineering progress halted at 8.17% without further advancement in physical works or procurement.

Delays in Down Payment (DP) by PLN until July 16, 2021, disrupted project continuity. To meet the target Commercial Operation Date (COD) in 2025, as outlined in the RUPTL 2021–2030, PLN and the contractor renegotiated, resulting in new agreements, including revised work durations of 14.5 months for block #1 and 15.5 months for block #2, post-DP payment. These agreements were planned to be formalized in Contract Amendment No. 02.

During the negotiation process, the contractor objected to the draft of Amendment No. 02, citing commercial concerns and delivery schedules, and proposed a price escalation of up to 63% of the original contract value. This proposal was attributed to rising metal prices, global supply chain disruptions, and the impact of the Russia-Ukraine war. PLN rejected the proposal, arguing that the contract used a Lump Sum Price scheme, which fixed the scope and price within a specified period.

This disagreement led to a dispute, for which resolution mechanisms were initially directed towards arbitration, as stipulated in Book I, General Conditions of Contract, Article 51. However, considering the alternative dispute resolution mechanisms introduced by the latest regulations, PLN and the contractor agreed to establish a Dispute Board, as outlined in Law No. 2 of 2017 on Construction Services.

This approach not only reflects PLN's compliance with prevailing regulations but also demonstrates a commitment to resolving disputes fairly and efficiently, ensuring project continuity. This study aims to examine the application of the Dispute Board in resolving construction disputes, specifically in the context of the Riau Gas Engine Power Plant (Peaker) 200 MW project. It evaluates the impact on project sustainability and aims to provide practical recommendations for stakeholders in the construction industry to enhance the efficiency and success of mediation processes.

RESEARCH METHODOLOGY

This study employs a qualitative-descriptive approach aimed at analyzing the effectiveness of mediation in resolving construction disputes in the Riau Gas Engine Power Plant (Peaker) 200 MW project. The qualitative-descriptive method is chosen for its ability to provide an in-depth understanding of the dispute resolution process through the Dispute Board mechanism applied in this project. The research examines aspects such as mediation procedures, interactions between involved parties (PLN and the contractor), and the impact of dispute resolution on project continuity.

The data used in this study are obtained through a case study approach, involving analysis of contractual documents and their amendments, meeting records, agreements reached between PLN and the contractor, as well as relevant regulations, such as Law No. 2 of 2017 on Construction Services. Additionally, semi-structured interviews are conducted with stakeholders directly involved in the project, including representatives from PT PLN (Persero), the contractor, and mediators. These interviews aim to gather perspectives on the implementation of mediation, the challenges encountered, and the impact on dispute resolution.

Data analysis is performed by identifying significant patterns in the dispute resolution process and evaluating the effectiveness of the mediation approach in addressing issues encountered during project execution.

The results of this study are expected to contribute to a better understanding and application of alternative construction dispute resolution mechanisms that are more efficient and effective. Furthermore, the study aims to provide recommendations for improved procedures in future construction projects.

RESULTS AND DISCUSSION

Identifying the Causes of Construction Disputes

The disputes in the Riau Gas Engine Power Plant (Peaker) 200 MW project stemmed from several key factors, including delays in the payment of the Down Payment (DP) by PLN, changes to the commencement of work provisions in Amendment 01/2020, and the contractor's submission of a 63% price escalation. The escalation was attributed to material price hikes, global supply chain disruptions, and the effects of the Russia-Ukraine war. Additionally, differing interpretations of the Lump Sum Price clause in the contract added complexity to the dispute. PLN maintained that the contract price was fixed as per the initial contract instructions, while the contractor argued that cost increases were unavoidable.

Effectiveness of Mediation in the Dispute Board Mechanism

The use of the Dispute Board as a dispute resolution mechanism in this project demonstrated the effectiveness of mediation as an alternative to arbitration. The Dispute Board facilitated more flexible discussions, emphasized collaborative solutions, and reduced dispute resolution costs compared to formal mechanisms like arbitration. Through this mediation process, PLN and the contractor reached agreements on critical issues, including new commencement of work stages and revisions to physical work durations. This underscores the Dispute Board's role as a facilitator of constructive negotiations between parties.

Mediation proved effective in mitigating conflicts that could have hindered project progress. Governed by the legal framework of Supreme Court Regulation (PERMA) No. 1 of 2016 on Mediation Procedures in Court, mediation in Indonesia provides a strong legal basis for its implementation (Gayo, 2023). In construction contracts, mediation offers a win-win solution approach that prioritizes efficient dispute resolution while maintaining sustainable working relationships between PLN and contractors (Purnomo, 2016).

In this project, mediation successfully resolved disputes related to price escalation, changes in physical work durations, and revisions to Down Payment (DP) terms. The mediation process enabled PLN and the contractor to agree on mitigating conflict impacts without resorting to costly and time-consuming formal litigation. Waisapi (2023) highlighted the Dispute Board's role as a facilitator that ensures fairness and smooth dispute resolution processes, which effectively guided mediation in the Riau Gas Engine Power Plant (Peaker) 200 MW project.

Mediation also provided faster solutions than litigation, which is often viewed as inefficient in terms of time and costs and risks damaging working relationships (Huda et al., 2023). As a time- and cost-efficient alternative, mediation offered mutually beneficial resolutions. For the Riau Gas Engine Power Plant (Peaker) 200 MW project, agreements reached through mediation included revised work schedules of 14.5 months for Block #1 and 15.5 months for Block #2 post-DP payment, and the adoption of the Dispute Board as the dispute resolution mechanism.

The effectiveness of mediation in this project was not solely reliant on procedures but also on the role of mediators in balancing the interests of PLN and the contractor. By focusing on collaborative solutions, mediation averted the escalation of conflicts. Agreements such as the revised DP payment schedule and flexibility in resolving price escalation issues highlight mediation's success in ensuring project continuity toward the targeted Commercial Operation Date (COD) in 2025.

Weaknesses in Dispute Board Implementation

Despite its effectiveness, the implementation of the Dispute Board in this project revealed some weaknesses. One notable issue was the time required to reach agreements, largely due to conflicting commercial interests and delivery schedules between PLN and the contractor. Additionally, the absence of detailed internal PLN regulations regarding Dispute Board procedures hindered the development of a systematic framework. These challenges delayed the negotiation process and necessitated additional adjustments in contract amendments.

Impact on Project Continuity

The agreements reached through the Dispute Board provided clarity on the stages of physical work, with durations revised to 14.5 months for Block #1 and 15.5 months for Block #2 after the payment of the Down Payment (DP). This clarity enabled PLN and

the contractor to resume work with the targeted Commercial Operation Date (COD) in 2025. These agreements ensured project continuity without further delays that could affect energy availability in the Sumatra region.

Relevance to Construction Services Regulations

The application of the Dispute Board in this project aligns with Law No. 2 of 2017 on Construction Services, particularly Article 88, which encourages the establishment of Dispute Boards as an alternative mechanism for resolving construction disputes. This approach reflects the application of the principle of deliberation for consensus, as emphasized in national regulations. Additionally, the Dispute Board serves as a preventive mechanism to avoid escalating disputes to arbitration, which often requires more time and incurs higher costs.

Recommendations for Enhancing Mediation Processes

To improve the effectiveness of the Dispute Board, PLN should develop more detailed internal guidelines for implementing this mechanism. These guidelines should include standard procedures for mediation and the involvement of relevant parties. Furthermore, enhancing the capacity of Dispute Board members to understand technical and commercial issues can accelerate the negotiation process. The findings of this case study also recommend the use of Dispute Boards as an alternative dispute resolution mechanism in other large-scale projects, with adaptations to meet the specific needs of each project. This would strengthen the role of Dispute Boards in promoting efficient and effective conflict resolution within the construction sector.

Factors Influencing the Outcomes of Mediation

Communication and Transparency Between Parties

The success of mediation is significantly influenced by the quality of communication between disputing parties. In the Riau Gas Engine Power Plant (Peaker) 200 MW, open and honest communication between PLN and the contractor played a critical role in facilitating mutually beneficial agreements. Open discussions of key issues such as price escalation, delays in Down Payment (DP), and changes in work schedules were pivotal to the success of mediation. For instance, PLN's willingness to discuss adjustments in DP payment schemes and the contractor's flexibility in revising the price escalation proposal demonstrate how transparent communication can help overcome barriers in dispute resolution.

Lewiandy et al. (2023) emphasize the importance of transparency in mediation to achieve effective agreements, highlighting that open information exchange improves the quality of dialogue and simplifies negotiation processes. Similarly, Purnomo (2023) illustrates that mediation in construction disputes not only provides mutually beneficial solutions but also preserves sustainable business relationships. This was evident in PLN and the contractor's agreement to use the Dispute Board as a dispute resolution mechanism facilitated through constructive dialogue.

Additionally, Supreme Court Regulation (PERMA) No. 1 of 2016 on Mediation Procedures in Court underscores the importance of information transparency during mediation. Article 5 of this regulation mandates that the mediation process must be conducted with transparency and active participation from the parties to achieve fair agreements. In the context of the Riau Gas Engine Power Plant (Peaker) 200 MW project, PLN and the contractor's openness in discussing details about the changes in physical work duration and payment schemes helped prevent larger conflict escalations. Gayo (2024) highlights that honest and transparent communication fosters business relationships and identifies mutually beneficial solutions for both parties.

Open and constructive communication is a key element in any mediation process, especially in highly complex projects like Riau Gas Engine Power Plant (Peaker) 200 MW project. Effective communication enables parties to understand each other's interests and develop solutions based on shared goals. In this project, clear and honest communication allowed PLN and the contractor to agree on realistic physical work durations—14.5 months for Block #1 and 15.5 months for Block #2—and to revise DP payment terms to support project continuity.

The success of mediation in the Riau Gas Engine Power Plant (Peaker) 200 MW project demonstrates how the parties' ability to maintain transparency and communication throughout the process significantly impacts the outcomes achieved. In construction disputes, the reluctance of parties to share strategic information often becomes a barrier. Therefore, transparent and honest communication is an essential prerequisite for successful mediation (Kurniawan et al., 2023).

Mediator Competency

In the context of the construction dispute at the Riau Gas Engine Power Plant (Peaker) 200 MW project, the expertise and preparedness of the mediator were pivotal in

steering and ensuring the success of the mediation process. A mediator with a comprehensive understanding of construction projects, encompassing both technical and legal aspects, can provide strategic guidance to disputing parties. Challenges such as global material price increases, delays in Down Payment (DP) disbursement, and differing interpretations of contract clauses necessitate the presence of a skilled and resilient mediator.

Sudini (2016) highlights that effective mediators must possess exceptional interpersonal skills to maintain productive negotiation dynamics. In the Riau Gas Engine Power Plant (Peaker) 200 MW Project dispute, the mediator employed a flexible yet focused approach, ensuring that critical issues such as the duration of physical work and changes in DP payment schedules were thoroughly addressed. As a facilitator, the mediator diligently created an environment conducive to collaboration, enabling parties to remain focused on developing mutually beneficial solutions.

The mediator in this project demonstrated a high level of preparedness by thoroughly understanding the technical intricacies of the project and tailoring the dispute resolution methods to meet the needs of PLN and the contractor. This approach not only fostered more open dialogue but also minimized the risk of negotiation deadlocks. In the case of Riau Gas Engine Power Plant (Peaker) 200 MW Project, the mediator played a strategic role in assisting PLN and the contractor to agree on using the Dispute Board as an alternative dispute resolution mechanism.

The success of the mediation process hinged on the mediator's ability to balance the interests of PLN and the contractor effectively. Through their adept facilitation, the mediator emerged as a key figure in ensuring that the outcomes of the mediation met the expectations of both parties while expediting dispute resolution without unnecessary escalation. Ultimately, this role contributed to sustaining project continuity while adhering to the targeted Commercial Operation Date (COD) in 2025.

Strength of Negotiating Positions

The imbalance of power between PLN and the contractor posed a significant challenge in the mediation of the construction dispute for the Riau Gas Engine Power Plant (Peaker) 200 MW project. As the project owner, PLN held greater control over legal and financial resources, potentially creating a dominant position in negotiations. Conversely, the contractor faced difficulties in strengthening their bargaining position,

particularly regarding issues of price escalation and delays in Down Payment (DP). In this context, the mediator played a crucial role as a balancing force in the dynamics of negotiation.

Sudini (2016) asserts that an effective mediator can bridge power disparities by creating a fair and balanced discussion environment. In this case, the mediator demonstrated neutrality by ensuring that the contractor had an equal opportunity to express their needs, while simultaneously encouraging PLN to consider realistic and cooperative options. Steps such as revising the work schedule and renegotiating DP payments reflected the mediator's success in maintaining a balance of power.

Supreme Court Regulation (PERMA) No. 1 of 2016 provides essential guidelines for mediators to remain impartial and facilitate equitable dialogue. The application of this principle was evident in the Riau Gas Engine Power Plant (Peaker) 200 MW Project project, where the mediator successfully facilitated solutions beneficial to both parties. For instance, the agreement to use the Dispute Board as a dispute resolution mechanism provided a mutually acceptable pathway without reliance on the dominance of one party.

While power imbalances often act as barriers in construction mediation, the outcomes of this project illustrate that a professional and focused approach by the mediator can mitigate these challenges. The fair and mutually beneficial agreements reached between PLN and the contractor underscore the importance of the mediator as a balance keeper in negotiation processes. With the support of the mediator, the Riau Gas Engine Power Plant (Peaker) 200 MW project is on track to achieve its Commercial Operation Date (COD) target in 2025.

Duration and Timing of Mediation

In resolving the construction dispute for the Riau Gas Engine Power Plant (Peaker) 200 MW project, the timing of mediation proved to be a highly significant factor. Initiating mediation at the early stages of conflict allowed PLN and the contractor to prevent the escalation of disputes into more complex and prolonged issues. By addressing the conflict before entering formal litigation, both parties maintained their focus on project continuity and avoided additional costs. This aligns with the practices stipulated in Supreme Court Regulation (PERMA) No. 1 of 2016, particularly Article 11, which emphasizes mediation as an initial step before case examination (Waisapi, 2023).

Timely mediation offers numerous advantages, particularly in mitigating potential project delays and preserving constructive working relationships between PLN and the contractor. In the case of Riau Gas Engine Power Plant (Peaker) 200 MW Project, the decision to resolve disputes over price escalation and revisions to the Down Payment (DP) scheme through mediation enabled both parties to achieve efficient solutions without compromising the targeted Commercial Operation Date (COD) in 2025. Sudini (2016) notes that mediation not only saves time but also minimizes the risk of conflict escalation, making it a superior alternative to litigation.

The success of mediation in the Riau Gas Engine Power Plant (Peaker) 200 MW project also illustrates that early-stage mediation creates opportunities to address critical issues without delaying project progress. This process allowed PLN and the contractor to transparently discuss adjustments to work schedules and other contractual terms, resulting in agreements that benefitted both parties. By adopting this approach, the project continued without significant impediments.

Time in mediation is not merely a technical consideration but also a strategic factor in ensuring that disputes are resolved efficiently and effectively. In the case of Riau Gas Engine Power Plant (Peaker) 200 MW Project, the timely implementation of mediation provides a compelling example of how construction disputes can be managed proactively, balancing the interests of the parties while ensuring project continuity.

CONCLUSION AND RECOMMENDATIONS

Conclusion

The study on mediation in resolving construction disputes for the Riau Gas Engine Power Plant (Peaker) 200 MW project highlights the challenges of complex construction disputes, including delays in Down Payment (DP) disbursement, price escalation, and differing interpretations of contract clauses. Addressing these disputes through mediation facilitated by the Dispute Board demonstrated the effectiveness of alternative dispute resolution mechanisms. Mediation enabled agreements such as revisions to physical work durations and Down Payment (DP) terms, preventing further conflict escalation and avoiding prolonged litigation.

The recommendations provided by the Dispute Board emphasized key steps to ensure project continuity and fair resolution of existing issues. These included immediate

resumption of work, with both parties expected to act positively and agree on price adjustments based on principles of fairness, accountability, and applicable legal frameworks.

Price adjustments were specifically applied to work items conducted more than 12 months after the contract's effective date, following the formula outlined in PT PLN (Persero) Director Regulation No. 0022.P/DIR/2020. This regulation provided a clear legal basis for price adjustments, ensuring transparency and consistency in unit price calculations for goods and services in both local currency (IDR) and foreign currency (EUR).

The recommendations also included using unit price indices issued by Badan Pusat Statistik (BPS) for work priced in Rupiah and indices from the country of origin for work priced in foreign currencies. This approach ensured that price adjustments were grounded in accountable and transparent references, reducing the risk of unfair pricing practices.

Considering the recommendations of the Dispute Board, it can be concluded that the mediation approach through the Dispute Board has successfully formulated practical solutions in compliance with applicable regulations, leading to more efficient and equitable dispute resolution. Additionally, the agreement on price adjustments provides a clear perspective on how market condition changes can be accommodated by both parties without significantly disadvantaging either side. This also demonstrates the commitment of PLN and the contractor to ensuring project continuity by maintaining balanced and transparent price adjustments for work items affected by external market changes.

As a next step, it is essential for PLN and the contractor to continue adhering to these provisions during project implementation while maintaining open communication to ensure the dispute resolution process runs smoothly and efficiently, thereby preventing potential future issues.

The effectiveness of the mediation process was evident through the active engagement of both parties in open dialogue, the strategic role of a competent mediator, and the timely execution of the mediation. The outcome of this process was a mutually beneficial agreement that not only ensured the project’s continuity but also minimized potential financial losses for both parties. The adoption of the Dispute Board as a dispute resolution mechanism also aligns with national regulations, providing a solid legal foundation for resolving future conflicts.

The mediation conducted in this project demonstrates that a collaborative dispute resolution mechanism can deliver fair and efficient solutions while maintaining a harmonious working relationship between PLN and the contractor. This supports the project's target Commercial Operation Date (COD) in 2025 and strengthens stakeholders' confidence in the effectiveness of this method.

Recommendations

1. Enhancing the Capacity of the Dispute Board

   To improve the effectiveness of mediation in resolving construction disputes in Indonesia, it is crucial to enhance the standards and qualifications of mediators, especially those handling disputes in the infrastructure sector. Mediators with a deep understanding of technical aspects and experience in construction projects will be better equipped to manage negotiation dynamics and formulate fair and practical solutions. Therefore, specialized training programs integrating technical construction knowledge with mediation skills are necessary.

   These training programs should not only focus on dispute resolution techniques but also provide in-depth understanding of legal and technical aspects related to construction projects. This is essential for mediators to accurately assess and facilitate disputes more effectively and efficiently. As a concrete step, Supreme Court Regulation No. 1 of 2016 on Mediation Procedures in Court provides a clear foundation for enhancing mediator quality through training and certification specifically for the construction sector.

   By implementing more specific and detailed competency standards, the quality of mediation will improve, enabling more efficient dispute resolution processes. This, in turn, will reduce the potential for prolonged disputes, benefiting all parties involved in construction projects.

2. Development of Internal Guidelines

   PLN should develop clear and detailed internal guidelines on the application of the Dispute Board and the mediation process. These guidelines should include standard procedures, communication workflows, and success criteria to ensure consistency in dispute resolution for future projects.

3. Early Application of Mediation in Dispute Resolution

   Mediation should be conducted in the early stages of construction disputes to prevent conflict escalation that could disrupt project implementation. Early dispute resolution through mediation has been proven to be more efficient in maintaining project continuity and avoiding delays that could lead to additional costs.

4. Improving Communication Transparency

   Parties involved are advised to enhance communication transparency at every stage of the project. Open discussions on technical and commercial issues will minimize the potential for misunderstandings that could trigger disputes.

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