

**Actual problems of criminal law,
criminal procedure and criminalistics**

Materials of scientific conference

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**Actual problems of criminal law,
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Contract of the state purchase

The article is devoted to the complex research of the legal nature of the state procurement contract. The concept and legal features of the state procurement contract as the main legal instrument of regulating social relations in the sphere of state procurement is analyzed. Based on the analysis of the legal nature of the state procurement contract, as well as consideration of jurists' interpretations of nature of the sales contract establishes that the state procurement contract is a type of sales contract and legal regulations on the sales contract are applicable to the state procurement contract. The author concludes that the state procurement contract is poorly understood and requires further research.

Key words: state procurement, state procurement contract, sales contract, state, customer, consensual, onerous contract.

Therefore, after analyzing the above, it can be said that the state procurement contract is a kind of sales contract and generates a relationship of obligation between the parties. According to the state procurement contract, supplier (seller) undertakes to transfer the goods, to provide service, to do the work, and the customer (buyer) undertakes to accept the goods, services, work and pay him a sum of money (price). This formulation allows complete coverage of the possible number of participants. In addition to individuals and legal entities, state and the administrative-territorial units are involved as the main subjects of the state procurement contract and, accordingly, the parties of the contract on state procurement referred as the customer and the supplier.

When the buyer is a state-owned enterprise, government enterprise or public institution, the property comes into their economic management, operational management. At the same time, the right of ownership arises either for the state or for the administrative-territorial unit, depending on whether it is Republican or municipal enterprise.

Let us consider some of the essential legal characteristics of this contract.

The contract on state procurement is consensual because it is considered concluded from the moment when they reached the agreement on all essential terms

of the contract, which must be installed directly between the parties.

Contract on State Procurement is a compensatory contract. The transfer of goods, services, works require transmission instead of the purchase price. Moreover, the purchase price is not, in some cases the economic equivalent of the goods, the conditions in this respect consists in the fact that the contract does not manifest traits enslaving transaction, and does not violate mandatory rules on pricing.

Subjective rights and obligations of the parties, which are directed oppositely, allow to characterize the agreement on state procurement as a mutual agreement. It is about the rights and responsibilities that reflect the essence of this contract. Auxiliary scope of rights and responsibilities can be a departure from reciprocity.

Contract on State Procurement has some differences from other civil contracts. For example:

- from a deed of gift, it differs by exchanging of goods, services or works for a certain amount of money, whereas deed of gift provides uncompensated expropriation of property;

- unlike the contract of barter is that the contract of barter is not money acts as a counter-meeting, and other goods (things).

Unlike a rent contract is as follows. The main content of the rental contract is the obligation of the debtor to perform periodic payments to pensioners who transferred the