SUMMARY

Key Words: civil law, State contract, municipal contract, essential terms of the contract.
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The relevance of the research topic In world practice, the state and other public legal entities are the largest consumers of goods, works and services. At the same time, the state has a special status as a consumer, not just purchasing goods, works and services to meet its needs, but also establishing the procedure for procurement. In other countries, similar systems have been in place for many years. In the United States of America, the Federal contract system has been in place for decades.
In Russia, the contract system is in the process of formation. On January 1, 2014 came into force the Federal law of 05.04.2013 № 44-FZ "on the contract system in the procurement of goods, works and services for state and municipal needs", which replaced the Federal law № 94-FZ "on placing orders for the supply of goods, works, services for state and municipal needs". The current law has introduced a lot of new, including in relation to the regulation of the state (municipal) contract. The imperfection of the adopted normative act became obvious immediately: even before its entry into force, significant changes were made to it. The law has been in force for almost four years, but a number of its provisions still cause difficulties in practice.
This situation, of course, requires a scientific understanding of the legislation on the contract system and the existing judicial and administrative law enforcement practice. Detection and disclosure of the features of the legal nature and legal regime of the state contract, its functional orientation will make it possible to use it more effectively as an instrument of state influence and subsequently will make it possible to ensure the effectiveness of the public procurement system.
The relevance of the research topic is also indicated by the scant attention of the authors to the consideration of the state contract against the background of a significant number of studies of procedures aimed at the conclusion of the contract. Currently, there is a clear shortage of large monographic works analyzing the legal nature of legal relations based on the contract. These relations are still studied in the published works, but rather as an additional object of study in the analysis of other problems of state and municipal procurement.
These circumstances and facts determined the author's choice to study some elements of legal relations arising from the contract.
The purpose of the work: complex theoretical and legal analysis of contract legal relations to establish the legal nature of the state (municipal) contract and the legal features of the individual issues of its implementation.
Objective:
- to reveal the concept of the state (municipal) contract as a type of civil contract;
- determine the content of the state (municipal) contract, based on the General rules of civil law and special legal regulation;
- consider the specifics of the term of the contract and its impact on the obligations arising from the contract;
- consider the features of civil liability of the parties to the state (municipal) contract;
- to analyze judicial practice on liability for non-performance of state and municipal contracts.

The theoretical and practical significance of the research The theoretical significance of the research is that the findings and provisions contained in the work may be of use in future research devoted to the issues of contractual relations, issues of state and municipal procurement, including different procurement methods, the subjects of contractual relations. The practical significance of the study lies in the fact that some of the author's comments on the legislation and the proposed recommendations can be used in the practice of subjects of contractual relations,

including in the preparation of draft contracts. In addition, the results can be used in law-making.

Results of the study:

1. The legal category of "state contract" is diverse, in connection with which attempts are made in science to understand it, using completely different approaches, including considering it as an administrative and legal contract, and as a civil contract. In our opinion, the state contract has the nature of a civil contract, which has only its characteristic features, namely: :

a) availability of special subjects of the right – the participants who became winners of the competitive procedure which is carried out for the purpose of ensuring the state (municipal) needs, and the customers who are the main managers and recipients of budgetary funds;

b) the presence of a specific nature of the legal relations formed in the process of conclusion and execution of the state contract;

C) availability of the special purpose of the conclusion – satisfaction of the state and municipal needs.

2. In case of non-performance or improper performance of the contract by one of the parties, it may be subject to civil liability. As such, a legal penalty is applied, the condition of which is mandatory in the contract. The parties may also seek damages. As losses, the cost of the examination carried out to establish the improper performance of the contract can be recovered. However, in order for the examination costs to be recoverable, the following conditions must be met:

- the need for special knowledge should be established;
- examination should be carried out before, and not after refusal in acceptance of goods, works and services under the contract.

3. Difficulties are caused by the designation of the terms of the state contract also causes a number of difficulties in practice, associated with strict regulation of the order of its conclusion.

Recommendations:

Introduce in article 34 of the Federal law" on the contract system in the field of procurement of goods, works, services for state and municipal needs " as an independent basis for changing the term of the contract at its conclusion point. 3.1 as follows:"in the case of suspension of procurement in terms of the conclusion of the contract before consideration on the merits of the complaint on the actions (inaction) of the customer or in view of the interim measures by the court, the parties at the conclusion of the contract may change the term of the contract within the period of suspension of the procedure."