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Legal regulation of construction contract for relations in the Republic of Kazakhstan: a comparative analysis with the legislation of the CIS countries

The article explores the significance of contractual (construction) relationships and their legal regulation in accordance with the legislation of the Republic of Kazakhstan. A comparative analysis is conducted of certain aspects of the regulation of contractual relations in the Republic of Kazakhstan and the Commonwealth of Independent States (CIS) countries, such as the Republic of Azerbaijan, the Republic of Moldova, Ukraine, and the Russian Federation. The article analyzes legal provisions governing contractual relations, highlighting differences in legal regulation. International agreements and regulatory legal acts governing contractual relations both in the Republic of Kazakhstan and in CIS countries are examined. In addition, during the research process, the authors analyzed scholarly works focused on the legal aspects of the studied legal relations, which allowed for a deeper understanding and a comprehensive presentation of the topic. Particular attention is given to identifying the specific features of the legal regulation of contractual legal relations.

Keywords: legal regulation, contractual obligations under a contract for work and service, civil-law relations, construction contract, contracted works for state or municipal needs.

Introduction

The contract for work and labor (contract of services) occupies a key position within the structure of civil law relations, constituting an integral part of the legal systems of both the Republic of Kazakhstan and the member states of the Commonwealth of Independent States (CIS). Its regulatory consolidation acquires particular significance against the backdrop of active economic growth, the intensification of foreign economic relations, and the deepening of transnational cooperation. Under such conditions, there arises a need to develop a stable and internally consistent legal framework that ensures reliability and legal certainty in civil transactions.

The legal relations arising within the scope of a contract for work and labor constitute a multifaceted legal institution that governs the execution of work and the provision of services on a contractual basis. Given their importance, this institution functions as a legal regulator of a broad range of issues — from compliance with quality standards to mechanisms for safeguarding the interests of the parties involved. Contemporary economic realities add further importance to the improvement of the legal regulation of such contracts, especially in the context of large-scale investment initiatives and cross-border cooperation. This necessitates a thorough legal reflection and a systematic analysis of existing norms, taking into account both doctrinal approaches and the needs of legal practice.

The relevance of studying the legal nature of contracts for work and labor is confirmed by the sustained interest of the academic community, including the works of recognized experts in civil law. Scholarly literature emphasizes their significant impact on the stability of private legal transactions and the efficiency of economic activity. Contemporary legal scholars highlight the need for further improvement of legal regulation in this field, taking into account both domestic legal traditions and international legal benchmarks. This underscores not only the theoretical importance of studying such contractual relations but also their practical value in the context of law enforcement and application.

In the context of deepening integration of economic systems, the contract for work and labor functions not merely as a mechanism of contractual regulation, but also as a tool that facilitates the implementation of strategic sustainable development goals at both the national and interstate levels. For instance, in the works of M.R. Shamshatdinov and I.V. Zakrzhevskaya, attention is drawn to the fact that the key object of a con-

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tractual obligation in this context is the performance of a specific task and the attainment of its result, with the essential characteristics of the work being determined by its nature and scope — a position confirmed by relevant judicial practice [1; 76].

Among civil law scholars, the broad applicability of the contract for work and labor is frequently noted, a reflection of its versatility and practical relevance. I.V. Ginzburg, for example, emphasizes that the subject matter of a contract for work and labor plays a central role in its legal qualification, allowing it to be distinguished from, for instance, contracts for the provision of compensated services [2; 227].

O.A. Belyaeva highlights that the object of obligations arising from a contract for work and labor is an individualized result of the contractor's activity, expressed in a specific material form. This result is created through the performance of work and its delivery in an evaluable form, which reflects the particular nature of such contractual relations [3].

According to N. Lyamina, the contract for work and labor holds a prominent position in business transactions, alongside contracts of sale, supply agreements, and other types of obligations that are actively employed in commercial practice [4; 2].

Scholarly literature highlights the broad scope of activities governed by the contract for work and labor. O.V. Zakharkiv, for instance, emphasizes the particular significance of construction contracts as one of the most thoroughly developed and traditionally established forms. These are regarded as a specific type of contractual obligation associated with the construction of various capital development projects [5; 24].

T.V. Sazonova, in turn, points to the widespread presence of contractual relations of this kind in civil law practice. In her view, a key aspect for the parties involved in such obligations is the ability to effectively exercise their rights, as well as to promptly and fully restore any infringed interests [6; 3]. Her analysis places special emphasis on the principle of unobstructed exercise of rights, according to which both the customer and the contractor are entitled to exercise their powers freely, without infringing on the lawful interests of the other party. Thus, the scope of one party's rights is defined by the boundaries of the other's, which helps to maintain a balance of interests.

A.A. Melnik also includes the contract for work and labor among the most frequently used contractual structures in civil transactions, highlighting its versatility and significant legal demand [7; 17].

According to the position of M.K. Suleimenov and Yu.G. Basin, a defining feature of the contract for work and labor lies in the contractor's obligation not only to perform specific work, but also to deliver its materialized result to the customer. This is precisely what distinguishes this type of contract from other forms of compensated obligations — particularly from the contract for compensated services [8; 380].

Methods and materials

This study employed the comparative legal method, which made it possible to conduct a comparative analysis of the regulatory provisions governing contractual relations for work and labor in the legislation of the Republic of Kazakhstan and selected CIS member states. In particular, the subject of comparative examination included civil law norms concerning contracts for work and labor as applied within the legal systems of the Republic of Azerbaijan, the Republic of Moldova, Ukraine, and the Russian Federation.

In addition, the formal legal method was applied to analyze the content of legal provisions governing contractual relations of this type. Within the framework of this method, intergovernmental agreements concluded between the member states of the Commonwealth of Independent States were examined, specifically those that regulate cooperation in the field of contract work execution.

Special attention was also given to the normative legal acts of the Republic of Kazakhstan that establish the legal regime of contractual obligations under work and labor contracts. To ensure a comprehensive approach to the subject under investigation and to enhance the analytical depth of the comparative legal analysis, both domestic and foreign scholarly publications were examined, with a focus on the theoretical and practical aspects of legal regulation in this field.

Results

According to paragraph 1 of Article 616 of the Civil Code of the Republic of Kazakhstan (hereinafter — CC RK), under a contract for work and labor, one party — the contractor — undertakes the obligation to perform a specific task commissioned by the other party — the customer — and to deliver the result within an agreed timeframe. In turn, the customer is obligated to accept the result of the completed work and to pay for it (remunerate the work performed) [9].

The civil legislation of the Republic of Kazakhstan provides for a classification of contracts for work and labor based on the nature and purpose of the work performed. In accordance with the CC RK, the following types of contracts for work and labor are distinguished:

• household (domestic) contracts;
• construction contracts;
• contracts for the performance of design and survey work;
• contracts related to research, experimental design, and technological activities.

S.K. Idrysheva emphasizes the significance of construction contracts, viewing them as a legal form mediating proprietary relations between the parties, in which compliance with established technical requirements plays a particularly important role. These requirements are aimed at ensuring the safety of real estate objects undergoing construction or reconstruction [10; 35].

In a broader sense, contractual relations of this type constitute a category of civil law obligations that arise between a customer and a contractor on the basis of a concluded agreement. Under its terms, the contractor undertakes to perform a specific task and deliver the result, while the customer, in turn, is obligated to accept the result and make payment.

On the territory of the Republic of Kazakhstan, the regulation of contractual relations for work and labor is carried out through a range of normative legal acts, among which the following hold key significance:

• the Civil Code of the Republic of Kazakhstan;
• the Land Code of the Republic of Kazakhstan;
• the Law of the Republic of Kazakhstan «On Architectural, Urban Planning, and Construction Activities in the Republic of Kazakhstan»;
• the Law of the Republic of Kazakhstan «On Public Procurement»;
• the Law of the Republic of Kazakhstan «On Permits and Notifications»;
• the Law of the Republic of Kazakhstan «On Technical Regulation»;
• Construction norms and rules (SNiPs), as well as other technical regulations and standards that establish mandatory requirements for the quality, safety, and procedure for the performance of work.

According to the observations made by O.T. Alimov in prior research, technical regulations function alongside legislative measures as key instruments in the construction sector. Their primary objective lies in unifying construction procedures and aligning them with current standards. The system of technical regulation in this field is fundamentally shaped by a set of normative documents, including State Standards (GOST), Building Codes and Regulations (SNiP), and Sanitary Rules and Norms (SanPiN), which collectively establish the regulatory framework governing construction activities [11; 148].

In the context of legal analysis of contractual relations for construction work, particular attention should be given to a number of international agreements governing this sphere. One of the most significant documents in this area is the Agreement «On the Mutual Recognition of Licenses for Construction Activities Issued by Licensing Authorities of the Member States of the Commonwealth of Independent States,» signed on March 27, 1997, in Moscow and ratified by the Republic of Kazakhstan by Resolution of the Government No. 530 dated April 7, 2000.

Furthermore, on April 24, 2000, the CIS Agreement «On Interstate Expert Review of Construction Projects of Mutual Interest to the Member States of the Commonwealth of Independent States,» signed on January 13, 1999, entered into force in the Republic of Kazakhstan. An additional source of legal regulation in this area is the Agreement «On Cooperation in Construction Activities» dated September 9, 1994, signed in Moscow.

According to Y.A. Anosov, the aforementioned agreements hold the greatest practical significance for business entities operating within the CIS, as they reflect the intention of the member states to harmonize national legislation and mechanisms of state regulation in the field of investment and construction activities [12; 221].

S.K. Idrysheva notes that the provisions of the Civil Codes of the Republic of Kazakhstan and other CIS countries concerning construction contracts are largely harmonized. This is due to the fact that their formation was based on the provisions of the Model Civil Code for CIS countries, developed with the aim of bringing legal systems closer together [10; 148].

At the same time, the comparative legal analysis reveals significant differences in the regulation of contractual relations for work and labor between the Republic of Kazakhstan and several other CIS states. For example, in the Republic of Azerbaijan, the legal regulation of contractual obligations is concentrated in

Chapter 39 of the Civil Code of the Republic of Azerbaijan (hereinafter — CC AR), which reflects the national approach to this category of contracts.

According to Article 752 of the Civil Code of the Republic of Azerbaijan (CC AR), the contractor under a contract for work and labor undertakes to perform the work agreed upon in the contract, while the customer assumes the obligation to pay the agreed remuneration [13].

Unlike the legal regulation set forth in the Civil Code of the Republic of Kazakhstan (CC RK), the CC AR does not contain provisions specifically dedicated to individual types of contracts for work and labor — such as construction contracts, contracts for design and survey work, or contracts for research and development. The absence of differentiation by contract type in the Azerbaijani Code indicates a more generalized approach to the regulation of such contractual relations.

A notable difference also lies in the limitation periods for claims arising from work contracts. According to Article 776 of the CC AR, the customer is entitled to submit claims related to defects in the completed work within one year from the date of acceptance. However, in the case of building construction, this limitation period is extended to five years [13].

The Civil Code of the Republic of Kazakhstan contains similar provisions in Article 636, which stipulates that the limitation period for claims related to the improper quality of work begins from the moment the defects are discovered, provided that the customer reports them within the period defined by Article 630 of the CC RK.

According to paragraph 5 of Article 630 of the CC RK, the maximum allowable period for notifying the contractor of discovered hidden defects is one year from the date of acceptance of the work. Exceptions are made for capital construction projects and cases where the contractor has deliberately concealed the defects — in such cases, the limitation period is extended to three years.

Particular attention should be given to the provisions of Article 770–1 of the Civil Code of the Republic of Azerbaijan (CC AR), which regulate the procedure for payment of remuneration within the framework of contractual relations arising from the transfer of shares associated with integral parts located on land plots where construction is incomplete. This provision establishes that payment for the work performed shall be made only if the following conditions are met simultaneously:

• the contract referred to in Article 144–1 of the CC AR must be notarized;

• a security record in favor of the acquirer must be entered in the real estate register, concerning the shares associated with the relevant land plot.

If the contracts governed by Articles 770–1.1 and 770–1.2 of the Civil Code of the Republic of Azerbaijan (CC AR) do not establish alternative terms regarding the stages or portions of the work, the contractor's remuneration may be paid in stages, depending on the progress of the construction process. The legislation sets out maximum percentage limits within which payments may be made at each stage:

1. 30 % — after the commencement of excavation work;
2. 10 % — upon completion of the construction of external and internal walls and installation of the roof frame;
3. 8 % — following the installation of roofing materials and drainage systems;
4. 3 % — upon completion of the heating system installation;
5. 3 % — after the completion of water supply line installation;
6. 3 % — following the installation of electrical wiring;
7. 10 % — upon completion of window installation and glazing;
8. 6 % — following internal plastering works;
9. 3 % — in the case of buildings with complex configurations — after flooring has been installed in shared premises used by multiple sections;
10. 10 % — upon completion of façade cladding;
11. 9 % — following the construction of auxiliary facilities such as water reservoirs and support structures;
12. 5 % — after the building is fully completed and the occupancy permit has been obtained [13].

The aforementioned provisions represent a noteworthy element of national regulation of construction contracts, as they provide for a specific mechanism of payment allocation tied to the degree of project completion. This approach ensures a clearer correlation between the stages of work performance and the customer's financial obligations.

It should be noted that, unlike the more detailed and structured system of legal regulation of contractual obligations found in the Civil Code of the Republic of Kazakhstan, the provisions of the Civil Code of the

Republic of Azerbaijan (CC AR) address these legal relations mainly at a general level, without differentiating between types of work contracts or accounting for their specific features.

In the Republic of Moldova, the regulation of contractual obligations for work and labor is governed by the provisions of the Civil Code, particularly under Book Three, which is dedicated to the law of obligations. Specific rules concerning both contracts for work and labor and contracts for services are contained in Chapter XI, which outlines the general legal principles applicable to these types of agreements.

According to paragraph 1 of Article 1352 of the Civil Code of the Republic of Moldova (hereinafter — CC RM), the contractor undertakes the obligation to perform a specific task at the request of the customer and at their own risk, while the customer is obligated to accept the result of the work and pay the agreed price [14].

It is important to note that the CC RM does not differentiate between various types of contracts for work and labor — regulation is limited to general provisions that apply to all such contractual relations, without accounting for their sector-specific or functional characteristics. This distinguishes the Moldovan legal model from the more detailed approach implemented, for example, in the Civil Code of the Republic of Kazakhstan.

A comparison of the general provisions regulating contracts for work and labor in the legislation of the Republic of Kazakhstan and the Republic of Moldova reveals several significant differences. In particular, the CC RK contains an explicit requirement for defining the timeframes for the performance of work. Thus, in accordance with paragraph 1 of Article 620 of the CC RK, a contract for work and labor must specify both the starting and the completion dates of the work. Additionally, the parties may agree on intermediate stages of performance, with corresponding deadlines established [9].

The Civil Code of the Republic of Moldova (CC RM), in turn, grants the parties greater contractual freedom: as stated in paragraph 1 of Article 1360, the participants in contractual relations for work and labor may establish a general deadline for performance, and, if necessary, specify a commencement date, execution stages, and a final completion date [14].

Particular interest is drawn to the legal regulation of the periods for defect detection and limitation periods within contractual relations for work and labor under the legislation of the Republic of Moldova. According to Article 1374 of the CC RM, in cases where defects in the completed work are discovered, the provisions of Articles 1126 and 1127 — which govern sales contracts — shall apply. This means that the rules concerning the time limits for claims regarding the quality of work in contractual relations for work and labor are aligned with the provisions applicable to the sale of goods, indicating a close conceptual link between these areas of the law of obligations.

Pursuant to Article 1127 of the Civil Code of the Republic of Moldova (CC RM), the limitation period for claims related to discovered defects begins at the moment when the buyer actually discovered or should have discovered the relevant defect [14].

Article 1126 of the CC RM further specifies the deadlines within which the seller must be notified of the defects; otherwise, the rights arising from such defects are forfeited. The law provides the following time limits:

- three years — for defects of a legal nature;
- five years — for material defects concerning structures or construction materials;
- two years — for other material defects not related to construction projects [14].

These provisions apply by analogy to contracts for work and labor, since, as previously noted, Article 1374 of the CC RM explicitly refers to the rules governing sales contracts.

In the context of discussing the specifics of international regulation of construction contracts, considerable attention in scholarly literature is devoted to the standard contracts developed by FIDIC (Fédération Internationale des Ingénieurs-Conseils). For example, G. Croitoru highlights the particular role of the consulting engineer in projects implemented under FIDIC models, especially in cases involving large-scale investments. The engineer, appointed by the client, performs a wide range of functions, including:

- design or coordination of design work, including the selection of the design organization;
- organization and conduct of tenders;
- management of the construction process;
- implementation of technical and architectural supervision;
- participation in dispute resolution as a neutral arbiter [15; 32].

E.E. Adamchuk regards FIDIC standard contracts as an example of a legal phenomenon referred to by the term *lex constructionis* — a system of non-state, yet widely recognized norms and standards used in in-

ternational construction practice. In her view, these contracts represent the result of many years of accumulated experience in the legal support of transnational construction projects, which confirms their high adaptability and universality across different legal systems [16; 72].

The legal regulation of contractual relations for work and labor in Ukraine is characterized by a detailed framework governing various types of contracts and by a clear definition of the rights, duties, and liabilities of the parties involved [17]. Chapter 61 of the Civil Code of Ukraine identifies specific types of contracts for work and labor, including domestic contracts, construction contracts, and contracts for design and survey work, thereby enabling a specialized approach to the legal regulation of these relationships [18].

Particular attention should be given to the legal definition of the contract price in work and labor agreements. The Ukrainian model demonstrates a high degree of normative specificity with regard to this element, which functions not only as a form of consideration, but also plays a crucial role in the allocation of risk between the parties. Clear determination of the contract price helps eliminate uncertainty in the terms of the agreement, prevents arbitrary modifications by either party, and, as a result, ensures the stability of legal regulation in contractual obligations.

In practice, this leads to a reduction in disputes related to the scope, quality, or content of the work performed. Furthermore, a fixed contract price facilitates the determination of financial liability, as it allows for a more accurate delineation of the parties' rights and obligations, as well as the possible legal consequences in the event of a breach. N.S. Kuznetsova emphasizes that such a level of detail enhances legal certainty and reduces risks for the participants in contractual relations for work and labor [19; 208].

A comparative legal analysis of various legal systems highlights the significance of this approach, particularly when examined in relation to Russian civil law. According to paragraph 1 of Article 702 of the Civil Code of the Russian Federation (hereinafter — CC RF), the contractor undertakes to perform a specific task commissioned by the customer and to deliver the result, while the customer, in turn, assumes the obligation to accept the result and pay for it [20].

Similar to Ukrainian legislation, the CC RF provides a classification of contracts for work and labor by type, including: domestic contracts, construction contracts, contracts for design and survey work, and contracts executed to meet state or municipal needs. This system allows for flexible regulation of contractual relations for work and labor, taking into account the specific purpose and nature of the work performed.

According to paragraph 2 of Article 763 of the Civil Code of the Russian Federation (CC RF), the contractor under a state or municipal contract undertakes to perform construction, design, survey, and other works related to the erection or repair of production and non-production facilities intended to satisfy state or municipal needs. The state (or municipal) customer, in turn, undertakes to accept the completed work and to pay for it or to ensure payment [20].

R. Kulichev, in his analysis of the specific features of contracts executed for public needs, notes their distinct legal nature. He emphasizes that such work is carried out within the framework of a legal mechanism established by national legislation and is aimed exclusively at meeting public interests. The author identifies two key characteristics that define this category of contractual relations: the performance of work on the basis of a special legal act (a contract provided for under the legislation of the Russian Federation) and their strictly designated purpose — the satisfaction of state needs [21].

Contractual relations arising from the performance of contracts for state or municipal needs exhibit a number of features that distinguish them from other types of work contracts. M.S. Bogoyavlenskaya draws attention to the dual legal nature of such relations, as they combine elements of private law regulation (contractual obligations) with public law principles arising from the involvement of the state or municipality as the customer [22; 4].

This specificity necessitates the application not only of the provisions of the Civil Code of the Russian Federation (CC RF), but also of a number of special regulatory acts governing procurement procedures and the placement of public contracts. These include:

• Federal Law No. 44-FZ of April 5, 2013 «On the Contract System in the Procurement of Goods, Works, and Services for State and Municipal Needs»;

• Federal Law No. 275-FZ of December 29, 2012 «On State Defense Procurement.»

E.E. Stepanova, in her analysis of this area of law, points to the complex nature of legal regulation in contractual relations aimed at meeting public needs. In her view, the specifics of these legal relations give rise to the necessity of reconciling rules from various branches of law, as well as coordinating provisions within the same legal domain — a requirement stemming from the coexistence of both public and private interests within a single obligation [23; 203].

M.P. Shchepetinov, in his examination of contracts for work and labor aimed at satisfying state and municipal needs, highlights the wide range of entities authorized to act as customers. In particular, he includes among state customers government authorities, managing bodies of state extra-budgetary funds, state institutions, and other recipients of funds from federal and regional budgets. Municipal customers, in his view, are represented by local self-government bodies, as well as organizations and institutions financed from local budgets or through extrabudgetary sources when placing orders for contract work [24; 70].

Unlike the legal systems of several other states, Russian civil legislation treats contracts for work and labor intended for state and municipal needs as a distinct type of contract. This separation is due to the participation of the state, represented by authorized bodies, as one of the parties to the contractual obligations. This circumstance gives rise to certain legal enforcement challenges.

One of the most significant problems in this area is the lack of a uniform approach to defining the subject matter of a work contract for the needs of the state or municipality. A.A. Masalova notes that judicial practice reveals inconsistencies in the interpretation of relevant terms: while some courts insist on a precise specification of the scope and content of the work to be performed, others consider it sufficient to identify the type of work or its final result [25; 144].

Additional challenges arise in the acceptance and transfer of the results of completed work. Masalova emphasizes that the legal significance of this procedure directly depends on the proper documentation of the authority of the individuals conducting the acceptance. In the absence of a clearly defined list of powers in the contract or another official document, acceptance certificates may be deemed legally null and void, thereby creating risks for the proper performance of contractual obligations.

In legal scholarship, the subject matter of a contract for work and labor is viewed as one of the key and essential terms that ensures the legal certainty of the agreement. In this regard, many researchers identify the issue of formulating the subject matter in contracts executed for state and municipal needs as an independent and critically important matter. The absence of uniform standards and criteria for its definition often leads to legal uncertainty, complicates the judicial qualification of contract terms, and affects the stability of contractual obligations.

A number of authors call attention to the need to reconsider the existing approach to defining the subject matter of contracts in this field. A more flexible and substantive interpretation is proposed — one that is oriented toward the specific objectives and nature of the work being performed. This could contribute to resolving legal enforcement inconsistencies and improving the effectiveness of regulating contractual obligations involving public entities.

A.M. Fuks offer a critical assessment of the current legislative definition of the contract for work and labor performed for state or municipal needs, noting its excessive narrowness. In her view, the subject matter of such contracts is largely reduced to construction and repair work or similar activities, which they consider unjustified given the wide range of potential purposes such contracts may serve. The author emphasize that such a narrow definition fails to reflect the full complexity and diversity of contractual obligations in the public sphere [26; 265].

Special attention should also be given to the specifics of concluding contracts for work and labor in this category. One of the most common procedures used in selecting contractors is the electronic auction. S.A. Chernyakova notes that this method is especially widespread in the constituent entities of the Russian Federation due to its relative simplicity and efficiency [27; 199].

However, the author also highlights a number of shortcomings inherent to this procedure. In particular, she points to the issue of determining the winning bidder solely on the basis of price. Under current legislation, the winner of an auction is the participant who offers the lowest contract price. At the same time, such significant parameters as the quality of the work, the contractor's level of qualification, and the compliance of the bid with the technical specifications are not taken into account. As the researcher rightly observes, this may lead to a decline in the overall quality of performance under state and municipal contracts [27; 199].

Thus, the legislative approach to defining the subject matter of contracts for state needs, as well as the current contractor selection procedure, are the subject of well-founded academic debate. Scholars point to the need for revising these provisions in order to enhance the effectiveness and quality of public contract implementation.

Conclusions

In conclusion, it should be emphasized that the approaches to regulating contractual relations adopted in the legal systems of the Republic of Kazakhstan and certain CIS countries — specifically Azerbaijan, Mol-

dova, Ukraine, and the Russian Federation — largely demonstrate conceptual similarities. This is primarily due to the fact that the relevant legal provisions are based on the CIS Model Civil Code, which has had a significant influence on the development of unified principles in this legal domain.

Nevertheless, a more in-depth comparative analysis of the current legislation of these countries reveals substantial differences, stemming from national characteristics of legal regulation, divergences in law enforcement practices, and the adaptation of legislation to domestic realities and priorities in legal policy.

One of the most notable differences lies in the varying degrees of specificity in the legal codification of particular forms of contracts for work and services. In the legal systems of Azerbaijan and Moldova, there are no specialized provisions detailing the types of such contracts, which renders the regulation more generalized. In contrast, the legislation of Kazakhstan, Ukraine, and the Russian Federation provides a more clearly structured set of rules, distinguishing between various categories of contracts for work and services.

Russian law, in particular, is characterized by a separate regulatory framework governing contracts for work performed to meet state or municipal needs. This is due to the specific nature of the contracting party — a public customer and the necessity of ensuring transparency and predictability of obligations within the framework of the public procurement system.

Additionally, there are notable differences in the regulation of key contractual terms, such as the procedure and timing of payment, timeframes for performance of obligations, and other essential aspects. These features are especially evident when comparing the relevant provisions in the civil codes of Azerbaijan, Moldova, and Kazakhstan.

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Қазақстан Республикасында мердігерлік қатынастардың құқықтық реттелуі: ТМД елдерінің заңнамасымен салыстырмалы талдау

Мақалада мердігерлік қатынастардың маңызы мен олардың Қазақстан Республикасының заңнамасына сәйкес құқықтық реттелуі қарастырылған. Қазақстан Республикасы мен Тәуелсіз Мемлекеттер Достастығына (бұдан әрі — ТМД елдері) мүше мемлекеттердегі, атап айтқанда Әзірбайжан Республикасы, Молдова Республикасы, Украина және Ресей Федерациясындағы мердігерлік қатынастарды реттеудің жекелеген қырлары салыстырмалы түрде сарапталған. Мердігерлік қатынастарды реттейтін нормаларға талдау жасалып, құқықтық реттеудегі айырмашылықтар анықталған. Сонымен қатар, Қазақстан Республикасында және ТМД елдерінде мердігерлік қатынастарды реттейтін халықаралық келісімдер мен нормативтік құқықтық актілер зерттелген. Зерттеу барысында авторлар осы құқықтық қатынастардың құқықтық аспектілерін зерттеуге арналған ғылыми еңбектерді де талдап, бұл тақырыпты тереңірек ұғынуға және жан-жақты ашуға мүмкіндік алды. Ерекше назар мердігерлік құқықтық қатынастарды құқықтық реттеудің өзіндік ерекшеліктерін анықтауға аударылған.

Кілт сөздер: құқықтық реттеу, мердігерлік міндеттемелер, азаматтық-құқықтық қатынастар, құрылыс мердігерлігі, мемлекеттік немесе муниципалдық қажеттіліктерге арналған мердігерлік жұмыстар.

О.Т. Алимов, С.П. Мороз, Т.В. Степанова

Правовое регулирование подрядных отношений в Республике Казахстан: сравнительный анализ с законодательством стран СНГ

В статье рассматривается значение подрядных отношений и их правовое регулирование в соответствии с законодательством Республики Казахстан. Проведен сравнительный анализ некоторых аспектов регулирования подрядных отношений в Республике Казахстан и странах Содружества Независимых Государств (далее — страны СНГ), таких как Азербайджанская Республика, Республика Молдова, Украина и Российская Федерация. В статье проведен анализ норм, регулирующих подрядные отношения, с выявлением их отличий в правовом регулировании. Изучены международные соглашения и нормативно-правовые акты, регулирующие подрядные отношения как в Республике Казахстан, так и в

странах СНГ. Кроме того, в процессе исследования авторами были проанализированы научные труды, посвященные изучению правовых аспектов, рассматриваемых правоотношений, что позволило глубже осмыслить и всесторонне раскрыть данную тему. Особое внимание уделено выявлению специфики правового регулирования подрядных правоотношений.

Ключевые слова: правовое регулирование, подрядные обязательства, гражданско-правовые отношения, строительный подряд, подрядные работы для государственных или муниципальных нужд.

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