

LEGAL MECHANISMS FOR PURCHASING FROM A SOLE SUPPLIER BY CERTAIN TYPES OF LEGAL ENTITIES: GROUNDS, FEATURES OF RECOGNITION AND CONCLUSION OF A CONTRACT

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The subject. The author makes an analysis of the legal particularities of purchasing from a sole supplier as compared to other procurement methods applied by certain types of legal entities under the requirements of the Procurement Law, as well as examines the legal issues of concluding a contract with a sole supplier. The object of this study is the relations between the customer and potential sole suppliers within the procurement process and subsequent entry into of the contract, including in case of sole supplier's evasion to conclude the contract and the customer's need to force the sole supplier to conclude the contract.

The purpose of the study is to examine the civil law relations that develop when a customer chooses a non-competitive method of purchasing from a sole supplier, concludes a contract with it, as well as to identify legal issues such relations in theory and practice.

The research methodology is a combination of both general scientific methods (analysis, synthesis, deduction, induction, statistical method) and specific scientific methods (legal comparative and formal legal methods, as well as legal modeling). The statistical method has been actively used in the evaluation of numerical data. The application of specific scientific methods allowed the author to develop recommendations on improvement of legal regulations and optimizing the customer's procurement procedures.

The main results and practical application are as follows. The study introduces a number of characteristics that assess the regulator's impact on the purchasing relations. The stage of pre-contractual relations with a sole supplier is considered by the author both in the context of entering into contractual relations and recognizing the status of a sole supplier in accordance with the Procurement Law. The lack of a unified approach to procurement of this kind, and a specific set of documents that a potential sole supplier will have before concluding a contract, reduces the legal certainty of the relationships that arise during the procurement process.

Conclusions. The author proposes to apply a reasonable approach to select a procurement method, including based on the exceptional nature of procurement from a sole supplier, as well as to avoid uncertainty, to the extent possible, when concluding a contract with a sole supplier.

1. Introduction

One of the reasons for addressing the issue of purchasing from the sole supplier within the framework of the Procurement Law¹ is the lack of a clear regulatory framework and differences in the treatment of this phenomenon by procurement procedure participants as well as judicial and supervisory authorities.

According to the report of the Ministry of Finance of the Russian Federation based on the monitoring results of procurement by particular types of legal entities in 2023, the number of competitive purchasing methods (55%) in the total structure thereof exceeds non-competitive purchases (45%) by a narrow margin; by total worth, the amount of non-competitive purchases in 2023 was 46 per cent of the total volume of purchasing by particular types of legal entities², which points to great importance of purchasing from the sole supplier in the total web of legal relations formed as a result of procurement procedures. At the same time, according to the survey “Business Barometer of Corruption” undertaken by the Chamber of Commerce and Industry of the Russian Federation in 2023, the purchasing effectuated within the framework of the Procurement Law was recognised as a “corrupt sphere” (a total of 42.25% of respondents voted in favour of this fact)³.

The analysis of the above data in the aggregate indicates an increase in the number of purchases from a sole supplier, including due to special freedom of the customer to set the grounds and procedure for non-competitive procurement in

general – by virtue of the legislation on procurement activities of particular types of legal entities, – which includes the formation of contract terms and conditions with a sole supplier, causing the need for a legal assessment of the existing approaches to the definition of grounds and procedures for procurement from a sole supplier within the framework of the Procurement Law.

Unlike the Procurement Law, the Law on the Contract System⁴ regulates procurement from the sole supplier in more detail, including the grounds for such procurement and the process involved. The Model Law on Public Procurement of the United Nations Commission on International Trade Law (UNCITRAL)⁵ defines, in article 30, the grounds for procurement “from a sole source”, which suggests that the legal nature of this phenomenon is similar to purchasing from the sole supplier under the Law on the Contract System and the Procurement Law.

It should be noted that the regulator, in the Procurement Law, emphasises procurement from the sole supplier among other non-competitive purchasing methods that can be envisaged by the contracting authority in its local procurement regulations.

Whereas the interests of a competitive procurement participant are outlined in the Procurement Law by virtue of its certain powers – the possibility of familiarisation with the terms of procurement, participation in the purchase, and appealing against its results – this law, at the same time, envisages too vague provisions on involvement of the sole supplier in the customer’s procurement process, referring to the regulation stipulated by the enactment on the customer’s procurement.

It is important to take into account that there are

¹ Federal Law No. 223-FZ of July 18, 2011 “On procurement of goods, works and services by particular types of legal entities”. “Collection of Legislation of the Russian Federation”, 25.07.2011, No. 30 (part 1), Article 4571

² https://minfin.gov.ru/ru/performance/contracts/purchases?id_57=307313-svodnyi_analiticheskii_otchet_o_rezultatakh_monitoringa_zakupok_tovarov_rabot_uslug_dlya_obespecheniya_gosudarstvennykh_i_munitsipalnykh_nuzhd_a_takzhe_zakupok_tovarov_rabot_uslug_otdelnymi_vidami_yuridicheskikh_lits_za_2023_g. (p. 48)

³ <https://news.tpprf.ru/ru/news/5239282/>
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⁴ Federal Law of 05.04.2013 N 44-FZ “On the contract system in the sphere of procurement of goods, works and services towards ensuring state and municipal needs”. “Collection of Legislation of the Russian Federation”, 08.04.2013, No. 14, Article 1652

⁵ UNCITRAL’s Model Law on Public Procurement (adopted in Vienna on 01.07.2011 at the 44th session of UNCITRAL). https://uncitral.un.org/ru/texts/procurement/modellaw/public_procurement

no statutory limits on the number of contracts to be concluded by the customer with the sole supplier and on the maximum value of a particular purchasing set or the contracted total scope⁶, which creates the customer's virtually unlimited opportunities to engage in non-competitive procurement based on the procurement regulations.

According to N.A. Vlasenko, the shaped legal uncertainty is a kind of "means of legal regulation" since the required freedom of legal relations is created in virtue of no necessity or impossibility of legal regulation [1, p. 43].

The status of procurement from the sole supplier, among other procurement methods, is maximally indeterminate, left to the discretion of the contracting authorities, which would suggest that this procurement method may to the greatest extent comply with one of the main targets of the Procurement Law – "timely and full satisfaction of the customer's needs". At the same time, it should be noted that the procurement objectives, from the point of view of the relations formed in the procurement activity, cannot be considered separately. The objective of maintaining competition in procurement can serve not only as a measure to support potential market participants but also as an opportunity for the customer to meet its needs at the lowest price on the most favourable terms. However, in the case of procurement from a sole supplier, particularly in the absence of proper regulation of this issue in procurement regulations in respect of the customer, there is a risk that the procuring entity's purchasing objectives will not be achieved.

To confirm the above position stating that the regulator does not disclose the content of procurement from the sole supplier, one should consider the fact that the former does not set apart such independent procurement method as closed non-competitive purchasing – by analogy with closed competitive procurement methods enshrined in the Procurement Law [2, p. 216].

2. Grounds for procurement from a sole

supplier

O.A. Belyaeva, discussing the civil-law nature of the relations specific to the Procurement Law, points out that "the concept of "procurement" covers pre-contractual and contractual relations between customers and procurement participants" [3, p. 15]. In this regard, the author notes that procurement serves "as a set of the customer's consecutive actions (a legal procedure) aimed at selecting a counterparty for entering into a specific contract with it" [4, p. 25]. These two definitions assess differently the status of the procurement participant: "passive" or "active", which generally reflects the nature of procurement activity realised at the intersection of private law and public interests.

The Supreme Court of the Russian Federation established, through the judicial interpretation of certain provisions of the Procurement Law, that any corporate procurement from a sole supplier must rely on the basis provided for by procurement regulations in respect of the customer. In this case, "the authorisation" for the customer to make any procurement from the sole supplier is inadmissible. The Supreme Court also voiced its position as to the customer's circumstances and necessities making it appropriate to buy from a sole supplier, pointing to the need to provide "reasonable and objective reasons"⁷ explaining the inefficiency of the competitive procedure, which may include urgency, force majeure, constrained specifics of procured goods and, in some cases, results of failed tenders.

The regulatory framework contains a number of separate authorisation acts permitting the procurement of particular groups of goods, works and services from a sole supplier. Such authorisation was established in the Procurement Law after the commencement of the special military operation with regard to necessary measures for the implementation of the state defence procurement

⁶ Letter of the Ministry of Finance of Russia dated 28.12.2018 No. 24-05-08/96208. Legal reference system "ConsultantPlus"

⁷ Review of judicial practice on the issues related to the application of the Federal Law of 18.07.2011 No. 223-FZ "On procurement of goods, works and services by particular types of legal entities" (approved by the Presidium of the Supreme Court of the Russian Federation on 16.05.2018). "Bulletin of the Supreme Court of the Russian Federation", No. 2, February 2019

order and the formation of relevant stocks. In 2024, an authorisation was issued to buy Russian software from a sole supplier – its developer⁸.

Thus, it is possible to objectively single out the legislator's two approaches to the regulation of procurement from the sole supplier by particular types of legal entities:

(1) the legislator permits the customer's independent and reasonable determination of the grounds for procurement from a sole supplier;

(2) the regulator defines the grounds which, when established in the procurement regulation, are presumed by it as inherently justified.

A.V. Ermakova's proposal to split the reasons for procurement from a sole supplier into groups – the supplier's uniqueness, minor scope of procurement, competitive procurement, failed competitive procurement, and procurement caused by business interests [5, p. 15] – can be supplemented with such factors as procurement in extraordinary circumstances, urgent procurement, and security-based procurement.

F.A. Tasalov believes that in many respects the basis for building relations with a sole supplier is the reliability of ties "with the supplier whose qualification and ability is not doubted" involving no risk of competitive procedure associated with lack of guarantees of proper fulfilment of obligations [6, p. 142]. Despite the negative aspects of building cooperative ties in violation of the legislative requirements on protection of competition, one should admit that long-term economic ties between counterparties are essentially a reflection of theories addressing relational contracts and conventionalism, those based not on legal terms of a contract but on social obligations, partnerships and actions in the interests of common cooperation [7, p. 58; 8, pp. 1770-1772], which is specifically characteristic of

large corporate customers basically forming particular types of legal entities in accordance with the Procurement Law.

According to the position stated by D.A. Kazancev, the Procurement Law "was designed towards a higher-order expertise in terms of both execution and control", which required of the customer, upon the latter's development of procurement regulations, a high level of responsibility in setting the grounds for procurement from the sole supplier and further realisation of these provisions [9, p. 181]. A.A. Filimonov draws attention to the need for the improvement of the "legal culture" of potential purchasing participants aimed at avoiding the formation of anti-competitive agreements [10, pp. 314-315].

As believed by K. Chagin, the Procurement Law imposes just one requirement on the customer for procuring from the sole supplier – the presence of a closed set of grounds for such purchasing, which seems reasonable provided this is justified by the conditions of the particular customer's business activity [11, p. 40].

A.K. Sheremet'eva and V.D. Galieva note that the freedom to choose the grounds for procurement from a sole supplier provided to customers "runs counter to the general principles of this activity", and only the establishment of uniform grounds and the order for their application by analogy with the law 44-FZ will lead to greater efficiency of the procurement activities [12, p. 174].

It appears, proceeding from the above, that the legal basis for regulating procurement from the sole supplier has not been fully developed. The consequence is a contradictory perception of procurement from the sole supplier – on the one hand, rather as an exception to the rule of competitive purchasing, which might lead to a situation when the customer's behaviour is regarded as evasion from competitive procedures and abuse of law, and, on the other hand, as virtually an unlimited freedom to choose a sole supplier. Thus, in most cases, procurement from a sole supplier should remain the customer's strictly regulated right.

3. Contracting with the sole supplier

Among the specific grounds leading to the customer's conclusion of a contract with the sole

⁸ Letter of the Ministry of Finance of the Russian Federation No. 24-00-07/22259, the Ministry for Digital Technology, Communication and Mass Media of the Russian Federation No. SK-P11-22106, the Federal Antimonopoly Service of the Russian Federation No. PI/20386/24 of 13.03.2024 "On purchasing of Russian software by certain types of legal entities from its developer as a sole supplier (implementer, contractor)". Legal reference system "ConsultantPlus".

supplier are:

1) *small-scale purchasing from the sole supplier created by splitting a single purchase towards avoiding the need to organise a competitive procedure*, which involves negative consequences associated with restriction of competition and failure to achieve the economic effect expected by the customer in case of a whole purchase [13, p. 221]. The regulator's prescribed means of combating this phenomenon is the introduction of a list of similar-name goods and the establishment of a respective purchasing volume within a quarter of a year.

2) *concluding a contract with the competitive-procurement sole participant acting as a sole supplier*. The Constitutional Court of the Russian Federation pointed to the inadmissibility of the customer's arbitrary decision on procurement from the sole participant, and established the customer's obligation to conclude such a contract by convention; if the customer's provision on procurement contains an obligation to make a repeat purchase – to comply with this⁹. According to A.I. Frolov, the conclusion of a contract with a sole tenderer seems to be legally compliant from the point of view of protecting the “weak party to the legal relations” [14, p. 38-39]. As far as such procurement may fail to yield the desired economic effect for the customer, the situation where the procurement participant will be initially familiarised with the “rules of the game” will be fair for both parties.

3) *the prolongation of the contract* by concluding a supplementary agreement to it, or conclusion of a contract with a sole supplier only for the reason of prolongation of a contract creates a situation where the main goals of the Procurement Law are discredited, and any opportunities for the participation of other potential suppliers of goods,

works and services are limited¹⁰.

E.V. Balancev draws attention to the difference in concluding a contract in terms of competitive procurement and in the case of purchasing from a sole supplier. In the case of non-competitive procurement, the offer may be initiated by both the supplier (contractor) and the customer, which is inadmissible for competitive procurement [15, p. 35].

A.V. Dyomkina points to the special importance of pre-contractual tender negotiation aimed at forming a subject of procurement and shaping other contractual terms in the best possible way. [16, p. 204]. The said approach can also be applied to procurement from a sole supplier since it is critical for the customer to explore the available market and request possible offers for due handling of contractual obligations.

Seconding V.A. Belov's discussion of the problem of presence or absence of wilfulness in the actions of a party to the contract and its focus on the final legal result of contractual relations [17, pp. 254-260], it is possible to characterise the relations of the customer and the sole supplier as aimed at achieving economic effect, though using an undefined set of legal means for this purpose.

In the context of the customer's entry into a contractual relationship with a sole supplier, it is of particular interest that the supplier may not be aware that it acts not merely as a contractual counterparty but also as a sole supplier in the procurement proceedings. The initial scope of information required by the customer in the form of the agreement to fulfil a particular obligation for a particular price is often sufficient for the customer to select a sole supplier and formalise the procurement commission's protocol. At the same time, the said protocol and the contract subsequently sent to the supplier may not have a binding effect on the potential sole supplier in the absence of proper regulation, which creates a certain collision caused by the “information blackout” of non-competitive procurement for the

⁹ Resolution of the Constitutional Court of the Russian Federation of 23.12.2022 No. 57-P “In the matter of verification of the constitutional validity of Article 432, paragraph 2; Article 438, paragraph 1; Article 445, paragraph 4; Article 447, paragraph 5; and Article 448, paragraph 4 of the Civil Code of the Russian Federation”. Legal reference system “ConsultantPlus”.

¹⁰ Enactment of the East Siberian District Arbitration Court No. F02-2371/2022 dated 06.06.2022 on the case No. A33-10536/2021. Legal reference system “ConsultantPlus”.

competitive market. In fact, the procurement commission's protocol expresses the customer's will, but this will contravenes to the obligation of the potential sole supplier to conclude a contract on the terms proposed by the customer.

G.F. Shershenevich [18, p. 160] argues that "the content of the will supposes its complete correspondence with its external expression". O.S. Ioffe considers a proposal which does not contain any essential terms of the contract to be "an invitation for an offer which does not bind the one who made it" [19, p. 27]. If the customer's regulations for procurement activities do not provide for the procedure of concluding a contract with a sole supplier, then the customer's initial actions towards building a business relationship with the potential sole supplier can be considered as "an invitation for an offer", but not a submission of an offer in legal terms.

Whereas the winner of a competitive procurement enters into a contract on the terms and conditions formed by the customer, being familiarised with it, and joins the contract, although not directly participating in the formation of the terms thereof, the sole supplier can find itself in a situation where it becomes aware of its having been selected by the customer as the sole supplier and receives a draft contract at the same time.

D.I. Mejer believes that if an entity "defines its intention in the present, while the legal consequences thereof are not yet known, then such a transaction is concluded conditionally" [20, p. 231].

One can not dispute the point of view stating that both parties should be endowed with the right to enter into a contractual relationship and act jointly in the contract regardless of the sequence of actions [21, p. 285].

A question remains whether any contract of the customer acting under the Procurement Law, in the absence of a competitive procurement, may be construed as having been concluded with a sole supplier merely because it does not meet the characteristics of competitive purchasing.

Given that the initiative to form a contractual relationship with a sole supplier may come from

both the customer and the potential sole supplier, the party which is in the unequal position as to asserting its right to establish "symmetrical" rights and obligations may be recognised as a weak party to the contract. In these circumstances, the conclusion of a contract on unfavourable terms contradicts to the principle of freedom of contracting¹¹.

According to A.A. Volos and E.P. Volos, it is not always objectively possible to establish which of the parties is in the position of the weak party due to the complexity and specificity of the relations formed between the parties. The authors also recognise that the weak party concept in such situations should be superseded by the mechanism of equal protection of both parties' interests [22, p. 135; 23, p. 96, 98]. One can also talk about the absence of a clear definition of the weak party in the shaped relations relative to the customer's procurement activities, given, on the one hand, the exceptional nature of the customer's need for necessary goods, works and services, its principal keen interest and generally no immediate possibility to force the potential sole supplier to conclude a contract if the latter does not wish to comply with such terms, and on the other hand, – the uncertainty of the sole supplier's position and its being endowed with a status which it might refute.

Of particular importance for understanding the nature of relations between the customer and the sole supplier in the course of procurement is the position worked out on the basis of judicial practice, stating that any breach by the customer of the procurement procedure involving the sole supplier should not affect the obligations of paying for the performed work¹²; the above is a confirmation of the previously expounded position on the protection

¹¹ Civil Code of the Russian Federation (Part One) of 30.11.1994 No. 51-FZ, article 421, 428. "Collection of Legislation of the Russian Federation", 05.12.1994, No. 32, Article 3301

¹² Ruling of the Judicial Chamber on Economic Disputes under the Supreme Court of the Russian Federation of 11.03.2020 No. 308-ES19-13774 on the case No. A32-28627/2015. Enactment of the Arbitration Court of Volga-Vyatka District of 27.01.2021 No. F01-15682/2020 on the case No. A17-2176/2020. Legal reference system "ConsultantPlus".

of both parties' interests.

The consideration of the possibility of the customer or the sole supplier to repudiate the contract deserves special attention. V.V. Sarkisyan, characterising the pre-contractual stage of the parties' tendering, singles out the termination of negotiations among other elements, [24, p. 34]. S.O. Postovalova, discussing the possibility of the customer's refusal to enter into a contract within the framework of non-competitive purchasing, fairly presumes such renunciation if this does not contradict to the requirements of the customer's procurement regulations [25, p. 9]. At the same time, to follow the previously stated idea about the potential sole supplier's insufficient awareness of the customer's procurement regulations and the status of the sole supplier, it should be mentioned that the issue of evaluating the actions of the potential sole supplier who evades the conclusion of a contract by the results of its having been selected by the customer's procurement commission is not so far settled in the current legislation and judicial practice.

The Law on the Contract System, the Procurement Law and the Law on Defence¹³ specifically stipulate the legislatively-enshrined right of the customer, for the period of introduction of special measures, to make purchases from a sole supplier towards the execution of the state defence procurement order and the formation of special reserves, as well as the relevant obligation of all legal entities without exception to act as a sole supplier in the absence of the prescribed repudiation right. The being-shaped antimonopoly authorities' practice of appealing against the customer's choice of the non-competitive purchasing method has confirmed the feasibility and imperative nature of the above norms and the fairness of choosing procurement from a sole supplier¹⁴.

¹³ Federal Law of 31.05.1996 No. 61-FZ "On Defence", p. 3, Article 26.1. "Collection of Legislation of the Russian Federation", 03.06.1996, No. 23, Article 2750.

¹⁴ Ruling of the Federal Anti-Monopoly Service of Russia, Division for St. Petersburg of 19.03.2024 No. 078/10/18.1-183/2024. Legal reference system "ConsultantPlus"

Thus, in addition to cases where the entity's participation in a non-competitive procurement is strictly formalised and the participant has full information about the consequences of entering into pre-contractual relations with the customer towards the subsequent conclusion of a contract, the contractor's involvement as a sole supplier for meeting the customer's obligations under the state defence order will serve as another ground for possible coercion of this entity to conclude a contract with the customer.

It can be concluded, proceeding from the analysis of customers' procurement regulations, that they focus on defining the grounds for procuring from the sole supplier rather than on the procedure for entering into a contract with the latter, the latter's familiarisation with the terms of the contract and relevant documentation (if any), or its ability to influence the procurement terms. For instance, the procurement regulations of Roscosmos State Corporation do not specify the process for entering into a contract with a sole supplier, while they envisage the conditions to be amended in the draft contract, namely, the identification of the sole supplier, goods, work, services to be supplied, or the specification of conditions that improve the customer's position¹⁵.

The Uniform Industry Procurement Standard of Rosatom State Corporation, in addition to the open procedure for posting information about the contract to be concluded, the due notice and justification statement, provides for a procedure for setting the terms of contracts concluded with a sole supplier, namely, the consolidation of the customer's needs formalised in the terms and conditions proposed by the sole supplier, negotiations results and other forms of interaction¹⁶.

¹⁵ Regulations for procurement of goods, works, services of the State Corporation for Space Activities 'Roscosmos' (approved by the Supervisory Board of Roscosmos State Corporation, Minutes of 25.08.2020 No. 38-NS) (amended on 26.12.2023) // Legal reference system "ConsultantPlus".

¹⁶ Uniform Industry Procurement Standard (Procurement Regulations) of Rosatom State Atomic Energy Corporation, Article 9.2, 4.2.2 (approved by the decision of the Supervisory Board of Rosatom State

This standard, on the one hand, imposes stringent obligations on the customer, but, on the other hand, creates the sought openness and transparency of purchasing from a sole supplier.

4. Conclusion

To summarise, for the procurement to be effective, the customer needs to take a reasoned approach to selecting the procurement method, including the principle of exclusive purchasing from the sole supplier versus competitive procurement methods, and to build a relationship with the potential sole supplier in a way for it not to doubt its status. The reason for uncertainty of the legal relationship formed in the course of the procurement from a sole supplier is the regulatory freedom often abused by the customer. The absence of a unified approach to this type of procurement and no specified composition of documents to be passed to the potential sole supplier before the conclusion of the contract compromises the juridical security of the supplier's status. Such documents include the procurement notice (documentation) containing, inter alia, the requirements for the sole supplier and the draft contract, and the procedure for making contractual offers envisaging the consideration of the sole supplier's opinion. The overall consistency in these aspects will let the parties avoid juridical insecurity in their relations and bridge diversities regarding the sole supplier's legal status.

REFERENCES

1. Vlasenko N.A. *Problems of legal uncertainty*, Course of lectures. Moscow, Institute of Legislation and Comparative Law under the Government of the Russian Federation Publ., INFRA-M Publ., 2015. 176 p. (In Russ.).
2. Belitsina E.V., Belova Yu.N., Tsander Ya.M. On the issue of ensuring competition in the course of conducting closed procurement procedures within the framework of procurement legislation by certain types of legal entities, in: *Zashchita konkurentsii v usloviyakh global'nykh ekonomicheskikh i sotsial'nykh izmenenii*, Moscow, Yurist Publ., 2023, pp. 209–217. (In Russ.).
3. Belyaeva O.A. *Corporate procurement: problems of legal regulation*, Scientific and practical guide. Moscow, Institute of Legislation and Comparative Law under the Government of the Russian Federation Publ., Yurisprudentsiya Publ., 2018. 312 p. (In Russ.).
4. Belyaeva O.A. The Federal law "On procurement of goods, works and services by particular types of legal persons": scope of application in contractual relations. *Zhurnal rossiiskogo prava = Journal of Russian Law*, 2014, no. 8, pp. 25–31. DOI: 10.12737/5273. (In Russ.).
5. Ermakova A.V. An arbitrary list of "sole sources" in the procurement regulations - an overview of the practice of the FAS of Russia and the courts, in: *Korporativnye zakupki - 2017: Praktika primeneniya Federal'nogo zakona № 223-FZ*, collection of reports of the V All-Russian practical conference-seminar, Moscow, PRINT INTAIM Publ., 2017, pp. 15–27. (In Russ.).
6. Tasalov F.A. *Procurement. From the terms of reference to the execution of the contract*, Monograph. Moscow, Prospekt Publ., 2018. 256 p. (In Russ.).
7. Zaytseva N.V. The Concept of Relational Contracts in Modern Practice. *Zhurnal rossiiskogo prava = Journal of Russian Law*, 2021, vol. 25, no. 2, pp. 56–72. DOI: 10.12737/jrl.2021.019. (In Russ.).
8. Lichter A. Conventionalism and contingency in promissory powers. *Philosophical Studies*, 2023, vol. 180, iss. 5–6, pp. 1739–1792. DOI: 10.1007/s11098-023-01948-0.
9. Kazantsev D.A. *Competitive procurement. Methodology and regulatory regulation*, Monograph. Moscow, Norma Publ., INFRA-M Publ., 2022. 324 p. (In Russ.).
10. Vaipan V.A., Egorova M.A. (eds.). *Legal regulation of economic relations in modern conditions of the digital economy*, Monograph. Moscow, Yustitsinform Publ., 2019. 376 p. (In Russ.).
11. Chagin K. Purchases from a single supplier under Law no. 223-FZ. *Progoszakaz.rf*, 2019, no. 11, pp. 40–49. (In Russ.).
12. Sheremetyeva A.K., Galieva V.D. Exclusivity of non-competitive procedures as a form of protection of public interests. *Pravo i gosudarstvo: teoriya i praktika = Law and State: the theory and practice*, 2023, no. 2 (218), pp. 172–174. DOI: 10.47643/1815-1337_2023_2_172. (In Russ.).
13. Tarasov M.Yu., Stupachenko E.V. Purchasing from a single supplier: issues of law enforcement practice and improvement of legislation. *Pravo i gosudarstvo: teoriya i praktika = Law and State: the theory and practice*, 2023, no. 10 (226), pp. 220–224. (In Russ.).
14. Frolov A.I. Legal consequences of the failed bidding. *Khozyaistvo i pravo = Economy and Law*, 2023, no. 5, pp. 34–44. (In Russ.).
15. Balantsev E.V. *Corporate purchases*, A guide for suppliers. Moscow, Pravo Dostupa Publ., 2019. 45 p. (In Russ.).
16. Demkina A.V. *Pre-contractual legal relationship-obligation: fundamentals of theory*, Monograph. Moscow, Prospekt Publ., 2021. 272 p. (In Russ.).
17. Belov V.A. (ed.). *Civil law. Actual problems of theory and practice*, in 2 volumes, 2nd ed. Moscow, Yurait Publ., 2015. Vol. 1. 484 p. (In Russ.).
18. Shershenevich G.F. *Textbook of Russian civil law*. Moscow, Bashmakov Brothers Publ., 1911. 851 p. (In Russ.).
19. Ioffe O.S. *The law of obligations*, Textbook. Moscow, Yuridicheskaya literatura Publ., 1975. 880 p. (In Russ.).
20. Meier D.I. *Selected works*, in 3 volumes. Moscow, Statut Publ., 2022. Vol. 1. 848 p. (In Russ.).
21. Sakharova I. The Power to Contract and the Offer-and-Acceptance Analysis of Contract Formation. *Canadian Journal of Law & Jurisprudence*, 2024, vol. 37, iss. 1, pp. 361–285. DOI: 10.1017/cjlj.2023.19.
22. Volos A.A., Volos E.P. *The weak side in civil law relations: comparative legal research*, Monograph, ed. by E.V. Vavilin. Moscow, Prospekt Publ., 2019. 184 p. (In Russ.).
23. Volos E.P. Features of a Weaker Party in a Civil Law Relationship in Modern Economic and Legal Conditions.

Aktual'nye problemy rossiiskogo prava = *Actual Problems of Russian Law*, 2022, vol. 17, no. 9, pp. 94–101. DOI: 10.17803/1994-1471.2022.142.9.094-101. (In Russ.).

24. Sarkisyan V.V. The problem of the application of pre-contractual liability to the procedure of agreement conclusion at auctions. *Konkurentnoe pravo* = *Competition law*, 2022, no. 1, pp. 31–34. (In Russ.).

25. Postovalova S.O. Refusal to conclude a contract when making purchases under Law No. 223-FZ. *Vestnik Instituta goszakupok*, 2020, no. 8, pp. 8–9. (In Russ.).

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Belova Ju.N. Legal mechanisms for purchasing from a sole supplier by certain types of legal entities: grounds, features of recognition and conclusion of a contract. *Pravoprimerenie* = *Law Enforcement Review*, 2025, vol. 9, no. 2, pp. 130–139. DOI: 10.52468/2542-1514.2025.9(2).130-139. (In Russ.).