Sapiens Law and Justice

Sapiens Law and Justice. 2026;3.5. 002
ISNN: 3091-1656
DOI: https://doi.org/10.71068/SLJ00011

Article: Original research

Standard international NEC and FIDIC contracts and their compatibility with Peruvian public procurement law

Contratos estandarizados internacionales NEC y FIDIC y su compatibilidad con la normativa peruana de contratación pública

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Enviado: 17-08-2026 **Revisado:** 29-08-2026 **Aceptado:** 12-09-2026 **Publicado:** 09-10-2026

How to cite:

Soto Gamboa, M. F. (2026). Standard international NEC and FIDIC contracts and their compatibility with Peruvian public procurement law. *Sapiens Law and Justice*, *3*(5), 1-26. https://doi.org/10.71068/SLJ00011

ABSTRACT

Objective: to examine the legal compatibility of the NEC4 Engineering and Construction Contract (ECC) and the FIDIC Red Book, 2017 edition reprinted with amendments in 2022, with Peruvian public procurement rules.
Methodology: a qualitative, documentary, comparative legal study was conducted, using 13 October 2026 as the regulatory cut-off date. Law No. 32069, its implementing regulations and complementary administrative instruments were examined alongside thirty academic publications and fourteen dimensions for comparing contractual mechanisms with domestic legal provisions.
Results: Article 59 of the Law permits the use of international standard forms identified by the competent authority, while requiring consistency with procurement strategies and public oversight. Regulatory Article 217 restricts amendments to standard wording; Article 221 imposes economic and budgetary controls on variations; and Articles 78 and 224 condition dispute-resolution arrangements on the binding nature of final decisions and continued contract performance. Early warnings, certifications and claims provide mechanisms that can be integrated functionally, provided that public powers and prescribed procedures are observed.
Conclusions: administrative authorization does not automatically validate every contractual provision. Compatibility must be assessed jointly across the delivery model, mandatory legal duties, allocation of responsibilities and traceability of decisions. The study identifies specific legal conditions and constraints for interpreting NEC and FIDIC mechanisms in Peruvian public infrastructure procurement. This structured comparison also distinguishes technical contract administration from legally authorized decisions on payment, variation approval and dispute settlement.

Keywords: NEC4 ECC; FIDIC Red Book; Peruvian public procurement; legal compatibility; contractual risk; dispute resolution

RESUMEN

Objetivo: analizar la compatibilidad jurídica de los contratos estandarizados NEC4 Engineering and Construction Contract (ECC) y FIDIC Red Book, edición de 2017 reimpresa con modificaciones en 2022, con las reglas peruanas de contratación pública.
Metodología: se desarrolló una investigación cualitativa, documental y jurídico-comparativa, con corte normativo al 13 de octubre de 2026. Se examinaron la Ley N.º 32069, su Reglamento y disposiciones administrativas complementarias, junto con treinta publicaciones académicas y catorce dimensiones de cotejo

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entre mecanismos contractuales y normas nacionales.
Resultados: el artículo 59 de la Ley permite utilizar formularios internacionales identificados por la autoridad competente, pero exige su articulación con la estrategia de contratación y los controles estatales. El artículo 217 reglamentario restringe las modificaciones del clausulado; el artículo 221 introduce controles económicos y presupuestarios sobre variaciones; y los artículos 78 y 224 condicionan la solución de controversias al carácter vinculante de la decisión final y a la continuidad de la ejecución. Las alertas tempranas, certificaciones y reclamaciones ofrecen mecanismos funcionalmente integrables, siempre que se respeten las competencias y procedimientos públicos.
Conclusiones: la habilitación administrativa no valida automáticamente cada estipulación. La compatibilidad exige examinar conjuntamente la modalidad contractual, las obligaciones imperativas, la distribución de funciones y la trazabilidad de las decisiones. El aporte consiste en identificar condiciones y restricciones jurídicas concretas para interpretar NEC y FIDIC en proyectos estatales peruanos.

Palabras clave: NEC4 ECC; FIDIC Red Book; contratación pública peruana; compatibilidad jurídica; riesgos contractuales; controversias

INTRODUCTION

Public infrastructure contracting presents a tension between the legal certainty of the administration and the flexibility necessary to execute complex projects. International standardized contracts seek to regulate risk allocation, communications, variations, and controversies, but their transnational origin prevents standardization from being equated with regulatory uniformity. In Peru, Law No. 32069 and its Regulations offer a new framework for examining this relationship. The doctrine had warned that the benefits of standardization must be integrated with the competencies of the entities and the requirements of public control (1). Article 59 recognizes international engineering and construction contracts, while Article 60 establishes mandatory clauses that delimit the drafting autonomy of the parties (2,3).

The New Engineering Contract (NEC) models and the forms of the International Federation of Consulting Engineers (FIDIC) organize the duties of collaboration, technical administration and dispute resolution in a different way. They are not interchangeable instruments: each contractual family includes modalities, editions and alternatives for risk sharing. Recent Peruvian doctrine indicates that their use requires identifying the authorized form and the public procedure that supports its choice (4). Directorial Resolution No. 0011-2025-EF/54.01 individualizes NEC4 ECC and FIDIC Red Book of 2017, reprinted with modifications in 2022, for certain delivery systems (5). This delimitation makes it necessary to study identifiable procedures and avoids deducing legal effects only from the commercial name of the contract.

The legal problem is no longer just the convenience of incorporating international forms: it now requires specifying the conditions for their regulatory acceptance. The advantages of programming, collaboration and change management belong to the operational level; the validity of instructions, modifications and payments corresponds to the legal-administrative level. The Peruvian literature warns that a general authorization does not eliminate the restrictions contained in special rules nor does it automatically extend the authorization to any contractual version (6). In particular, the regulatory article 217 limits the adjustments of the standardized clauses and requires preserving its

technical and legal coherence (3). For this reason, the study distinguishes between authorization of use, effectiveness of specific mechanisms and competent institutional action.

The distribution of financial risk concentrates some of the most important frictions. In public infrastructure, delays, variations in scope, design errors and availability of resources can alter both the obligations and the viability of the project. The Peruvian analysis of NEC3 option F shows the need to connect the agreed risks with the execution system and its financing structure (7). This requirement acquires particular relevance when an alert or a compensable event generates economic claims. Article 221.2 of the Regulation establishes controls for modifications of the amount, including a limit of 50% and prior budgetary support when it exceeds 30% (3). Contractual management must distinguish the technical recognition of an event from its valid economic authorization.

Private international law complements this examination by explaining the relationship between chosen law, peremptory norms and supplementary provisions. In contracts with foreign elements, the autonomy of the parties does not allow the disregard of obligations inherent in state contracting. The doctrine on the Peruvian Civil Code and the treatment of international contracts has highlighted interpretative difficulties when the applicable law is not clearly defined (8,9). Even in the case of complete forms, problems persist in the hierarchy between general conditions, particular clauses and technical documents. Article 59.4 of the Law grants the nature of expiration to certain claim deadlines provided for in the contract (2). Such recognition requires a coordinated reading of the notice mechanism and its procedural consequences.

Comparative experience confirms that contractual models must be interpreted within the legal organization that receives them. Studies on engineering contracts in civil law systems and on public procurement in other jurisdictions identify tensions between technical discretion, transparency, and decision control (10,11). This background is useful for asking questions, but does not in itself prove the legality of mechanisms applied in Peru. The comparison should focus on recognizable contractual rules: alerts, compensable events, certifications, and disputes of NEC4 ECC; and variations, claims, payments, and resolution boards of FIDIC Red Book (12,13). This avoids transforming foreign analogies into conclusions about Peruvian norms without express basis.

Contractual digitalization and evidence on litigation add challenges to regulatory compatibility. Electronic means can facilitate the recording of notices, the preservation of instructions, and the reconstruction of decisions, although their usefulness depends on the authenticity of documents and the attribution of responsibilities. The jurisprudential experience compared to FIDIC confirms that the existence of detailed forms does not prevent disputes over changes, guarantees, or termination (14,15). For this reason, the evaluation must consider both the legal design of the clause and its administrative traceability. In Peru, Article 78 of the Law and Article 224 of the Regulations regulate decisive aspects of disputes, particularly the binding nature of the final decision and the continuity of execution (2,3).

The research seeks to determine under what legal conditions NEC4 ECC and FIDIC Red Book contracts can be used in Peruvian public procurement without displacing mandatory rules. Its specific objectives are to identify the legal bases of the authorization, contrast management mechanisms with

national rules and distinguish direct, conditional or incompatible consequences. The gap addressed is found in the scarce systematic articulation between the functions of specific contractual clauses and Articles 59, 60 and 78 of Law No. 32069, as well as Articles 217 to 225 of its Regulations. Through documentary review and legal comparison, a comparison of fourteen dimensions is proposed that differentiates administrative recognition, regulatory coherence, contractual congruence and institutional capacity, without attributing results to particular contracts.

LITERATURE REVIEW

Nature and Function of NEC Forms in Public Infrastructure

NEC contracts are based on a project management vision in which the parties must exchange timely information, deal with risks in advance, and record decisions related to changes, deadlines, and payments. Their structure seeks to prevent problems from remaining invisible until the closure of the work. A Peruvian case study on NEC4 ECC analyzed the optimization of public infrastructure contracting through organized contractual practices, which demonstrates the interest of examining the instrument together with effective procurement and administration processes. The legal relevance of this contribution lies in the fact that early coordination requires authorized officials, traceable procedures, and a documentary translation of each contractual decision (16).

The use of standardized models can be complemented with information systems on buildings and infrastructure. The research carried out in Peru on standard contracts and BIM tools in public-private partnership projects provides a perspective on the articulation between contractual structure and information management. However, the results obtained in public-private partnerships should not be mechanically transferred to all public works contracts: each modality has its own institutional, financial, and responsibility configuration. The literature supports the argument that a potential advantage of standardization is the reduction of operational ambiguity, provided that there is coherence between the contractual documents, the organization of the project, and the legal powers of those who manage them (17).

The early warning rules, compensable events and the work program are management mechanisms rather than unrestricted expenditure authorizations. To assess their compatibility, it is necessary to identify who issues instructions, who verifies the documentation and under what budget a decision produces economic effects. The modification of technical aspects of the project must also be distinguished from a modification of the legal link that requires acts or controls provided for in Peruvian legislation. The literature on NEC therefore offers a relevant institutional orientation: collaboration does not replace administrative controls, but requires well-defined procedures to make them timely and documentable.

FIDIC and Adapting International Conditions to National Contexts

FIDIC forms combine general conditions with particular provisions and distribute administration, certification, and dispute handling functions. This drafting technique facilitates international circulation, but requires the user to be aware of the differences between books, editions, and risky arrangements. A study on the use of the Red Book 2017 in the Egyptian construction sector linked

dispute prevention with better drafting and contract administration; its contribution is comparative, as the Egyptian legislative framework is different from Peru's. The relevant data for this study is the need to examine how the rules of notice and contractual decision interact with local law and with particular conditions (18).

Other research on contractual terms for infrastructure examined clause reforms linked to the Egyptian regulatory framework and to points of conflict during projects. This approach shows that the adaptation of forms requires recognizing national restrictions and not merely translating or inserting foreign texts. In Peru, this caveat advises individualizing the conditions that refer to decision-making authority, disputes, certifications, and completion, as well as distinguishing the rules of execution from the provisions that compromise the powers of the contracting entity. The comparison does not establish automatic normative equivalences, but concrete questions for interpretation (19). This separation is essential to prevent a particular condition from modifying, under the guise of a technical appearance, obligations that national legislation establishes as mandatory.

International contracting operates through hierarchical documents: general conditions, special conditions, technical annexes, schedules and contractual communications. Consistency between these instruments is essential because a particular stipulation can neutralize the purpose of a standard clause or introduce contradictions with the procurement file. Consequently, the compatibility problem must be located in the entire contract and its legal framework, not exclusively in the commercial name of the model. This justifies an analysis focused on obligations, powers, risks and control mechanisms. It is also necessary to identify which document prevails in the face of a contradiction and who has the legal attribution to approve adjustments that affect the public budget.

Risk allocation, flexibility and selection of the contractual type

The quality of a construction contract is related to the precision of its object, the treatment of contingencies, the payment conditions and the consistency of its administration mechanisms. Studies of contractual quality from the perspective of the contractor and the client emphasize that the clarity of commitments and coordination reduce spaces for divergent interpretation. However, a clear clause may continue to be legally problematic if it attributes decisions to a body without competence or if the agreed procedure ignores a mandatory requirement. Therefore, this research distinguishes drafting quality from legal compatibility, without assuming that both attributes necessarily coincide (20).

Contractual flexibility makes it possible to respond to inevitable changes, but it also opens up risks of opportunism and unbalanced distribution of costs. Analyses of flexibility, perception of fairness, and communication highlight the importance of the relational environment of the contract; such findings are useful to understand why a contractual text does not work in isolation. In parallel, research on the use of the FIDIC Emerald Book and national standards in tunnels reveals that certain technical conditions require specialized adjustments. In the Peruvian case, the risk assessment must integrate the type of work, the technical complexity, and the public provisions applicable to changes or cost recognition (21,22).

The choice of the form is not a minor issue either. A study in the Kuwaiti industry analyzes the selection of the contractual type according to the project environment, the experience of the parties and the way of distributing responsibilities. In another context, an analysis of engineering interfaces in the Taiwan high-speed rail project identifies difficulties in assigning risks between contractors when their work scopes are interrelated. The lessons compared suggest that the selection and allocation of risks should be evaluated together. Neither of these publications amounts to a finding on specific Peruvian contracts, but both guide the documentary criteria of contrast (23,24).

Claims, disputes and control of obligations

Claims management is a particularly sensitive point in NEC and FIDIC because it conditions notice periods, evidence, determinations, and dispute resolution channels. A study on claims governance proposes a structured list of requirements and procedures comparing FIDIC with other standardized models. Its relevance for Peru lies in showing that a dispute usually arises from the interaction between the contractual rule and its documentary practice: the fact that there is a complaint channel does not imply that those responsible activate it in time or that decisions are in accordance with administrative competences (25). Therefore, the mere presence of a contractual mechanism is not enough: it is important to specify its deadlines, decision-making powers, and legal consequences when there is non-compliance.

The literature on claims risks in terms of time, cost, and quality, as well as reviews on dispute management and new technologies, allows us to identify critical areas: change orders, certifications, technical documentation, response times, and clarity of communications. In the same vein, a study of risk mitigation in South African civil infrastructure projects highlights the need for preventive contractual administration strategies. For the legal-comparative analysis, these studies are relevant because they help to formulate review questions, although their operational findings do not demonstrate the legal applicability of a clause in the Peruvian system (26,27,28). The comparison requires distinguishing the evidence of contractual breach from the state decision that recognizes, questions, or conditions the economic effects of a claim.

Prevention also requires that contractual decisions can be reconstructed with dated evidence and identified responsible parties. Hence, the notification requirements, the internal review mechanisms, the means of preserving documents and the link between administrative procedure and contractual procedure must be examined. An adequate review is not limited to determining whether there is arbitration or a dispute prevention board, but must verify the connection of these figures with the applicable Peruvian regulation and the rules of the procurement file. These controls are decisive when the file brings together private communications, technical decisions and administrative actions subject to different publicity regimes.

Contract Analytics, Incompleteness, and Usefulness of Comparative Evidence

Methods of contractual risk analysis based on judicial decisions allow the identification of frequent controversies, such as scope of work, overlapping obligations, and documentary divergences. Research on risk characterization based on court cases and recent studies on automated review of contracts provide ways to organize the examination of extensive clauses. These tools can support the

detection of terminological inconsistency and the linkage between obligations, but they do not replace the legal judgment on normative hierarchy, validity, and competence of the public entity. The analysis of compatibility continues to depend on the informed interpretation of rules and complete documents (29,30).

The literature on natural language processing applied to construction contracts examines responsibilities and risk conditions, while studies of contractual incompleteness in Nigeria show the importance of ambiguity, gaps, and contradictions in the document. A proposal aimed at identifying risks of unilateral modification through the treatment of contractual language reinforces the usefulness of reviewing differences between a standard condition and its particular wording. Together, these works provide analytical categories, although their methodology and data belong to jurisdictions and objects other than those regulated by Peruvian legislation (31,32,33). Their relevance lies in warning of drafting risks and in guiding comparison questions, without transferring foreign empirical results to the Peruvian legal system.

Finally, studies on measures to avoid litigation and analyses of term extensions based on contract modifications allow us to observe that the dispute does not depend on a single clause, but on sequences of action. Preventive precautions must be observable in the documentation and compatible with the legal distribution of attributions. From this synthesis, a conclusion for the theoretical framework can be drawn: the Peruvian reception of international forms requires a triple normative, contractual and organizational coherence, and its assessment requires moving from general compatibility labels to identifiable contrasts between rules, clauses and acts of administration (34,35).

Critical balance and a lack of legal interpretation

The national doctrine converges on the usefulness of introducing international models with public rules of selection and administration, but differs in emphasis: the first line focuses on the justification and qualification of the instrument, while the other examines collaboration, economic management or the applicable law (1,4,6). None of these perspectives demonstrates by itself that the communication of an event compensable under NEC produces a right to payment immediately enforceable under the Peruvian budgetary regime. Similarly, a FIDIC mechanism of technical determination requires examining who can decide and how that decision is integrated into the administrative file. This decoupling between contractual function and legal effect constitutes the core of the problem studied.

The foreign comparison reveals a relatively stable coincidence on the need for clarity in claims, documentary hierarchy and risk allocation, and a relevant difference between legal traditions on technical discretion and decision control. However, research on automation and language processing provides techniques for identifying clauses, not autonomous criteria of normative validity (10,15,25). Consequently, the latter are incorporated only as support for traceability and not as the main basis for the conclusions. The study combines a priority Peruvian legal corpus with secondary international evidence, and formulates a judgment based on functional mechanisms and expressly cited Peruvian sources.

METHOD

Legal-documentary design, delimitation and units of comparison

The research followed a qualitative approach, with a descriptive-interpretative scope and a legal-comparative documentary design. Its central question was: under what conditions can the NEC4 Engineering and Construction Contract (ECC) and the FIDIC Construction Contract (Red Book, second edition of 2017, reprinted with modifications in 2022) be integrated into the Peruvian public procurement regime without displacing mandatory rules or attributing administrative powers other than those provided for by the law? The material object is contractual execution procedures and not specific projects. The unit of comparison was defined as a tripartite relationship: identifiable mechanism of the international form, national legal mandate and interpretative consequence. The study uses four constant levels: enabling the model; coherence with mandatory rules; congruence between contractual documents; and institutional capacity for execution and control.

The selection of NEC4 ECC and FIDIC Red Book is based on Directorial Resolution No. 0011-2025-EF/54.01, which individualizes contractual types and delivery systems. In NEC4 ECC, clauses 15 (early warning), 50–51 (evaluation and payment), 60–66 (compensable events), 90–93 (termination) and the W dispute options were considered at the functional level. The institutional page of the NEC4 ECC describes its structure and the official article "Links between key NEC processes" explains specific relationships between alerts, notices, program and compensations; these pages are public guides, not a certified copy of the entire contract edition. For FIDIC, the Construction Contract edition, second edition of 2017, reprinted with amendments in 2022 (Red Book), whose editorial catalog confirms the edition, the object and the documents included, was identified. References to FIDIC numerals guide the comparison, but the literality and any effect of particular conditions must be reviewed on the authorized copy and the entire contract. No conclusion extends to NEC4 PSC, FIDIC Yellow Book or other models with a different distribution of design and risks (5,12,13).

Documentary sources and recovery strategy

National primary sources were used: Law No. 32069, the Regulations approved by Supreme Decree No. 009-2025-EF, the amendments introduced by Supreme Decree No. 001-2026-EF, Directorial Resolution No. 0011-2025-EF/54.01 and Directorial Resolution No. 0012-2026-EF/54.01. The documents were identified by their number, issuing body, object, article and time version. For comparison, priority was given to the text published in the Official Gazette El Peruano or by the Ministry of Economy and Finance. The official documentation of NEC and FIDIC was used to recognize editions, structure and functional numerals. The cut-off date was October 13, 2026; subsequent changes should be analyzed separately (2,3,36).

The bibliographic review included thirty publications from 2022 to 2026, recognizable by title, authorship, journal and DOI in the list of references. The thematic recovery was structured in three groups: (a) Peruvian legal reception of NEC/FIDIC, public procurement and contract law; (b) contractual mechanisms for selection, risk, variations, payments, guarantees and disputes; and (c) document management and review of clauses as auxiliary evidence. Works that addressed at least one of these mechanisms and offered an argumentative link with the legal question were included;

foreign research was used with a comparative scope and not as a source of Peruvian law. Purely technological or managerial results that did not allow a contrast between a mechanism and a legal rule were excluded from the legal argumentation. Bibliographic identification was made from metadata and DOI links; no retrospective searches are attributed to Scopus, Web of Science or Google Scholar without verifiable record of platform, date, string and filters. The selection is intentional, not a systematic review, and its representativeness is thematic rather than statistical.

The filtering was organized into two levels. First, the internal correspondence between reference number, title, year, DOI and subject was reviewed, as well as the uniqueness of the identifiers; for institutional sources, standard, date of issue, modification and official electronic address were separated. Second, each publication was classified by its contribution to the problem: Peruvian legal basis, NEC/FIDIC functional description or comparative antecedent. The Vancouver citation sequence was maintained according to the first appearance. Bibliographic traceability can be reproduced by consulting the 30 DOIs individualized in the references and contrasting their metadata on the editorial sites; this route should not be confused with demonstrating bibliometric completeness. The accuracy of the contractual source was evaluated differently from that of a scientific article: the official NEC and FIDIC pages allow the verification of families, editions and functional architecture, but they are not equivalent to the complete general conditions acquired under license. For this reason, the interpretations of clauses are presented as functional comparisons that can be contrasted with the authorized contractual text.

In order for another researcher to replicate the reading, each antecedent is related to its DOI identifier in the final list; legal instruments are cited by number and official link, and Table 2 offers a verification path by dimension. The selection of primary sources obeyed a rule of material relevance: Law No. 32069 (authorization and mandatory clauses), Regulations approved by Supreme Decree No. 009-2025-EF (procedural application), Supreme Decree No. 001-2026-EF (amending text), Directorial Resolution No. 0011-2025-EF/54.01 (authorized types) and Directorial Resolution No. 0012-2026-EF/54.01 (pilot implementation). The time cut-off of October 13, 2026 makes it possible to avoid mixing regulatory versions; For any application to real contracts, the date of call and the corresponding transitional rules must also be established (2,3,5,36,37).

Fourteen-dimensional matrix and correspondence with mechanisms

The reading matrix distinguished fourteen dimensions: (1) qualification and hierarchy; (2) selection of the model and bases; (3) risk distribution; (4) variations; (5) deadlines and events; (6) payment and certification; (7) guarantees and insurance; (8) administrator and supervision; (9) transparency and integrity; (10) dispute prevention; (11) arbitration and final decision; (12) termination; (13) subcontracting; and (14) documentation and records. Each dimension was analyzed individually in results and in Table 2, without condensing it into eight categories. The NEC4/FIDIC pair was kept differentiated to avoid inappropriate equivalences. The table records the mechanism or referential clause, the exact Peruvian norm and the delimited legal conclusion.

The checklist was defined in seven fields: legal dimension; NEC4 ECC mechanism; FIDIC Red Book mechanism; applicable national article; mandatory rule or permissible power; compatibility

judgment; and justification. In the absence of an explicit conflict, it was investigated whether the intended effect of the form was subject to additional requirements of the law, the regulations or a directorial resolution. This technique compares legal functions and not just words: an NEC notification and a FIDIC alert can pursue risk prevention, while the recognition of payments requires another act and another basis. The differences in terminology were not considered conflicts per se; the judgment focused on the effect that a decision is intended to produce in a government contract.

Operating Categories and Valuation Rules

For each mechanism and legal assumption, four operational categories were established. "Direct compatibility" (DC) requires an express regulatory authorization or equivalence for the effect analyzed, without additional authorization identified in that same case; it does not qualify the entire contract. "Conditional compatibility" (CC) requires that the contractual mechanism be admissible, but conditional on the form, competence, term, budget, delivery system, guarantee or other verifiable requirement. "Incompatibility in the defined case" (IS) applies only if the intended consequence contradicts an identifiable legal limit, for example, the approval of an economic modification that exceeds the regulatory maximum, or a final decision regime without bindingness when the Law requires it to be incorporated. "Indispensable contractual verification" (VC) designates cases in which the rule identifies a condition but the individual legal result requires knowledge of the signed contract, dates, particular clauses or acts of the file. The decision rule consisted of first identifying the rule of mandate or prohibition, then the conduct envisaged by the form and, finally, the legal effect that is intended to be recognized. For this reason, the categories are attributed to specific cases, not to trademarks or to unexamined files.

The decision on compatibility followed a hierarchy of interpretation: first, mandatory national standards; second, administrative recognition of the model and its delivery system; third, structure and purpose of the contractual mechanism; and fourth, institutional capacity and traceability of the decision. When a clause contemplates an alert, certification, or determination of an engineer, his technical function was separated from the public power to commit expenditure or conclude controversies. For changes in amount, paragraphs d), e), f) and g) of numeral 221.2 of the regulations were expressly applied. For conflicts, Article 78 of the Law and 224 of the regulations were compared. For subcontracting, the reform of Article 218.4 introduced in January 2026 (2,3,36) was considered.

Documentary reliability, ethics and inferential scope

As a consistency check, three levels of statements were differentiated: (a) normative verification supported by an identifiable article or literal; (b) description of the NEC/FIDIC functional architecture documented by the editors and the specialized literature; and (c) inference of the drafting team about its integration. The categories were not derived from interviews, executed contracts or Peruvian judgments. Reproducibility consists of allowing another researcher to locate the legal article, the contractual section and the comparison inference, not in assigning a conformity rate to public entities. For a definitive verification of a given file, it would be necessary to have the general conditions under license, the particular conditions, the delivery system, the strategy document, the bases and their annexes, as well as the pertinent execution history.

https://doi.org/10.71068/SLJ00011

Consequently, the evidence allows specific regulatory judgments to be made and express cases of restriction to be detected, but it does not certify the validity of all the NEC and FIDIC versions or the effectiveness of mechanisms agreed upon by a specific entity. It avoids inferring the frequency of controversies, savings, time or performance of works. The work uses published documents and authentic academic bibliography, and clearly states where the application of a rule will depend on a future reading of the entire contract. No confidential personal information was obtained and no interventions were made on participants. The perspective applied is that of the Peruvian regulatory system at the cut-off date, compatible with doctrinal and documentary research.

RESULTS

Legal enablement, scope of delivery system and hierarchy

The first result is found in Article 59 of Law No. 32069. Paragraph 59.1 makes the recognition of the model conditional on a resolution of the General Directorate of Supply; Article 59.2 links its use to the procurement strategy and submits its execution to simultaneous and subsequent government control; and Article 59.3 combines the rules of the contract itself with the Law and its Regulations. Therefore, the regime does not constitute an unrestricted acceptance of foreign contract law. Article 217.2 of the regulations instructs the DGA to identify the models in accordance with the delivery system and paragraph 217.3 requires the evaluation of the technical capacity of the entity (2.3).

Directorial Resolution No. 0011-2025-EF/54.01 expressly identifies NEC4 Engineering and Construction Contract (ECC) and the FIDIC Construction Contract Red Book, second edition 2017, reprinted with amendments in 2022. Its annex links them, among other cases, to the execution of work under construction alone. Article 1 of the resolution restricted the use, in its original formulation, to entities participating in the pilots authorized by the DGA; Directorial Resolution No. 0012-2026-EF/54.01 launched a pilot experience and established its contracting entity. The authorization is thus individualizable by model, system and transitional regime, not a generic license (5,37). Hence, it is necessary to verify the date and subjective scope of each authorization before deriving consequences for a given contract.

Article 217.1 represents a first specific restriction: the predefined text only exceptionally allows adjustments to clarify concepts or technical precisions, duly submitted to a comprehensive evaluation that preserves consistency. From this rule, a particular condition that substantially changes the method of resolution of an event could not be justified exclusively by managerial preference. The conclusion is conditional compatibility of the use of models and their adjustments, and incompatibility of the case of free alteration of the standard text outside the express limits (3). The restriction preserves the internal balance of the form and avoids attributing to the parties a greater power of adaptation than that legally recognized.

Table 1

Correspondence between Peruvian Norms and Effects on International Models

Specific basis	Purpose	Legal consequence
Law 32069, art. 59.1–59.4	Recognition, strategy, inspection and expiration	Enables delimited uses; claim notices may result in lapse.
Law 32069, arts. 60 and 61	Mandatory clauses and guarantees	Guarantees, integrity, disputes, resolution and risks must be recorded.
Law 32069, art. 78	International contract disputes	Final binding decision; adequacy if the standard does not establish it.
Regulations, Arts 217–220	Model, phases, technical requirements and budget	Exceptional technical adjustments; verifiable selection and capability.
Regulation, Art. 221.2.a–i	Collaboration, Changes, and Payments	Exchange control: limit of 50%; prior support if it exceeds 30%.
Regulations, arts. 222–225	Management, supervision, controversies and lessons	Qualified managers, monitoring and continuity of execution.
O.C. 001-2026-EF, ss. 218.4 and 218.6	Subcontractors and RNP	It separates the regime of the third party from the requirements of the main contractor.
R. D. 0011/2025 and 0012/2026	Supported Types and Pilot	NEC4 ECC and FIDIC Red Book 2022 under system and scope enabled.

Note. The identification of articles and effects is based on Law No. 32069 and its Regulations with their amendments applicable to October 13, 2026. Official texts prevail over any summary. Source. Own elaboration

Comparison of the fourteen legal-contractual areas

Table 2 contrasts fourteen separate dimensions, with specific mechanisms of NEC4 ECC and FIDIC Red Book 2017/2022, Peruvian precepts, and results conditioned by express legal assumptions. The names and structures are contrasted with the official publications of the publishers, including the NEC public guides; this documentation does not replace the comparison of the licensed contractual text, the particular conditions, or the approved proforma (12,13). The ratings in the table refer to specific regulatory effects and not to a certification of global validity of state forms or files. The difference between a technical notice, an economic approval, and a binding final decision guides the results.

Table 2

Fourteen Dimension Contrast: NEC4 ECC, FIDIC Red Book and Peruvian Rules

Dimension	NEC4 ECC	FIDIC Red Book	Peruvian foundation	Contrast Result
1. Qualification	ECC and Chosen Option	Red Book 2017/2022; construction only	Law 59.1–3; Reg. 217; RD 0011	CC: authorised model, entity and system.

Dimension	NEC4 ECC	FIDIC Red Book	Peruvian foundation	Contrast Result
2. Selection	Contract Data and option	Specific conditions	Reg. 217.3, 219 and 221.1	CC: justify strategy and proforma.
3. Risks	Events, cláus. 60	Assignment, clauses. 4 and 17–19	Law 60.e; Reg. 219.d and 221.2	CC: distribution subject to public mandate.
4. Variations	Change and compensation, 60–66	Variations, cláus. 13	Reg. 221.2.d–g	IS: economic modification on the applicable maximum.
5. Deadlines	Alert 15; Program 31; Events 61–63	Notice 8.4; Claim 20	Law 59.4; Reg. 221.2	CC: review notices and expiration periods.
6. Payments	Evaluation 50; payment 51	Certification and Payment, 14	Reg. 220 and 221.2.h–i	CC: conformity and budgetary controls.
7. Warranties	Agreed and safe options	Warranty 4.2; Insurance 19	Law 60.a and 61	CC: to preserve mandatory guarantees; 216.3 governs indemnity.
8. Administration	Project Manager 14; Supervisor	Engineer 3; supervisión	Reg. 222 and 223	CC: designation, competence and accreditation.
9. Integrity	Notices and Registrations	Communications 1.3	Law 59.2, 60.b; Reg. 221.2.a	CC: transparency and document control.
10. Prevention	Alerts and W options	DAAB, cláus. 21	Law 78; Reg. 224.1 and 224.3	CC: adjudicators and permitted mechanisms.
11. Final Decision	W Options	DAAB/Arbitration, clause. 21	Act 78; Reg. 224.1–2	IS: final decision without binding character.
12. Termination	Causes and Effects, 90–93	Termination, clause. 15–16	Law 60.d; Reg. 221.2.d–f	CC: cause, authority, procedure and budget.
13. Subcontracts	Subcontractors, cláus. 26	Subcontracting, cláus. 5	Reg. 218.4 (2026 reform)	CC: third without RNP, but without impediments.
14. Records	Dated communications	Warnings and traces 1.3	Reg. 221.2.a, 224.3 and 225	CC: Pladicop, CDE if BIM and lessons.

https://doi.org/10.71068/SLJ00011

Note. CC: conditional compatibility; IS: incompatibility in the case indicated. Each judgment refers to the mechanism analysed and must be contrasted with the applicable contract and regulations.

Variations, compensable events and economic limits

In NEC4 CCP, the early warning in clause 15 fulfils a preventive function; the compensable event is identified with clause 60.1 and is processed by means of notices, quotes and valuation in clauses 61–63. In the FIDIC Red Book, the alert in sub-clause 8.4, the variations in clause 13 and the claims in clause 20 distribute close, but not identical, functions. These rules are supported in principle by the duty of collaborative communication in Article 221.2.a of the Regulation, so that the communication of a contingency is legally harmonizable. However, an alert or complaint should not be confused with the approval of an economic modification (12,13,3).

The specific legal limit emerges in Article 221.2.d of the Regulations: modifications that increase or modify the contractual amount must be supported by resources, and those that affect the amount may not exceed 50% of the base established therein; exceeding this threshold activates the condition of early termination indicated in the precept. Article 221.2.e requires, for modifications that exceed 30%, prior support of budgetary capacity before the MEF by the corresponding office. Paragraph f) contemplates suspension or termination in the absence of budgetary capacity; paragraph g) prohibits economic modifications caused by errors in the technical file attributable to the contractor in charge of preparing it. A quote accepted under a form cannot neutralize these rules (3).

A legal rule favorable to the effectiveness of the notification mechanisms was also identified: according to Article 59.4 of Law No. 32069, when the form penalizes with loss of right the failure to comply with the deadlines to claim changes in term or amount, said term is in the nature of expiration. This transforms a contractual procedural aspect into a consequence directly recognized by Peruvian law. The correspondence is of direct compatibility with the recognition of the figure, but its calculation and origin in a specific case must be examined with the version and stipulations effectively applicable (2). Therefore, the review of deadlines must identify the fact that activates the calculation, the recipient of the notification and the applicable documentary requirements.

Certification, assurances, monitoring and execution of payments

The administration of payments presents another relevant distinction. NEC4 ECC contemplates evaluation of the amount due in clause 50 and compliance with payment in clause 51; FIDIC Red Book uses certifications by the Engineer and price and payment rules under clause 14. Article 221.2.h of the Regulation allows the proforma to incorporate payment methods provided for in standardized contracts, but its paragraph i) requires specifying the conformity procedure for payment. Therefore, technical certification and public conformity can be articulated through agreed documents without presuming automatic equivalence of functions, deadlines or budgetary obligations (12,13,3). The distinction protects the regularity of expenditure, since a technical determination may be necessary for compliance, but it does not exhaust public budgetary powers.

In integrated delivery systems or design and construction management at risk or agency, Article 220 adds institutional capacity requirements and budgetary support conditions. In guarantees, Articles

60.a and 61 of the Law require the recognition of the guarantees required according to the applicable regime: a performance guarantee agreed under FIDIC 4.2 or an NEC option does not exempt from verifying beneficiary, amount, validity, execution and correspondence with the legal mandate. Article 216.3 of the Regulation regulates a different issue: possible limits on compensation in certain contracts, with a minimum of 20% of the present value and exclusion of intent or inexcusable fault; this restriction of liability should not be confused with a reduction of mandatory guarantees. Thus, compatibility is conditional when the contractual policy or guarantee can be integrated into the public system without reducing legally required protections, and the particular agreement that would replace them outside the Law would be legally inappropriate (2,3,13).

Article 222 of the Regulations requires a project manager assigned by the entity, with requirements of profession, experience and certification in the chosen contract; Article 223 regulates the contracting of supervision for quality and safety and their registration with RNP. The NEC Project Manager and the FIDIC Engineer constitute functions of their respective systems, but they do not replace the organization of competencies required in Peru by their sole name. It is compatible to establish functional correspondences, conditioned by designation, personal requirements and express contractual powers (3). The correspondence of roles requires that the file expressly indicates the attributions and that the relevant acts allow the identification of those responsible and recipients.

Claims, disputes and continuity of performance

In NEC4 ECC, dispute resolution options are selected according to the applicable conditions; in FIDIC Red Book, clause 21 provides for a Dispute Avoidance/Adjudication Board (DAAB), while clause 20 provides for claims and subclause 3.7 regulates the agreement or determination of the Engineer. Article 78 of Law No. 32069 allows the choice of mechanisms contemplated in the international standard and provides for the introduction of a particular or amending clause when it is not guaranteed that the final decision is binding. Regulatory Article 224.1 refers to this framework and allows the inclusion of a JPRD, while Article 224.2 prevents the suspension of enforcement by the mere submission of disputes (2,3,13).

The conclusion is that there is conditional compatibility of the preventive and decision-making schemes: there is normative recognition of the international architecture, but the final binding nature, the agreed decision itinerary, the notices and the continuation of the work must be expressly examined. The literal adoption of a contractual option that does not ensure linkability in the terms required by Article 78, without the adequacy provided for by the law itself, constitutes a case of identifiable incompatibility. Article 224.3 adds information obligations to adjudicators, and connects the examination with Pladicop and the common data environment when BIM is used (2.3).

Subcontracting, Termination, and Traceability

The conditions on subcontracting offer an example of an updated legal effect. Article 218.4, in accordance with the 2026 amendment, allows the standardised contract itself to set conditions, limits and requirements; the subcontractor does not need to register with RNP, although it must prove the absence of impediments to contract with the State. On the other hand, for the selection procedure of the main contractor, article 218.6, incorporated by the same reform, is applied, depending on the

scope of the contract. It is therefore necessary to distinguish the regime of the successful bidder from the regime of the subcontractor; an NEC or FIDIC clause should not confuse the two positions (3,36). This difference must be reflected in the selection documentation and in the controls that fall on the main contractor during the execution of the contract.

In termination, NEC4 ECC contemplates a differentiated procedure of reasons and effects in clauses 90–93; FIDIC Red Book organizes causes and consequences in clauses 15 and 16. A comparison with Article 221.2.d–f of the Regulation reveals a particular case of early termination in the event of exceeding the limit of economic variations and mechanisms in the face of budgetary insufficiency. This regulation does not make every NEC/FIDIC cause an automatic legal ground: it requires a comparison of the enabling event, notification, decision-making authority, continuity and liquidation measures. Compatibility is conditional on grounds that respect the procedure and competencies; it is incompatible to apply a termination due to economic modification in contravention of the mandatory solution provided for in the Regulation. In documentary matters, Article 221.2.a requires collaborative communication; Article 224.3 recognizes adjudicators access to the execution information registered in Pladicop and in the common data environment when BIM exists; and Article 225 requires the collection and dissemination of lessons learned. These provisions do not create automatic validity of the digital registry: they require proof of integrity, recipient, date, and traceability when that registry supports a contractual claim (3,12,13,36).

The set of results shows that the legislation offers both positive enablements and sufficiently precise restrictions for an evaluation of contractual mechanisms: the standard can be used within the enabled system; variation with economic effects has limits and controls; payment requires defined conformity; and dispute resolution requires a binding architecture compatible with the law. These conclusions are of regulatory law and do not certify the correct execution of specific contracts. The overall compatibility of each public contract requires examining the selected form, its annexes, the particular clauses and the procurement file. The differentiation between regulatory validity and compliance with a specific contract constitutes a necessary limit of this documentary and legal-comparative interpretation.

DISCUSSION

The separation between administrative recognition and the effectiveness of clauses

The analysis allows us to overcome an incomplete way of posing the problem: asking only whether Peruvian legislation admits NEC or FIDIC. The affirmative answer of Article 59 of the Law and Directorial Resolution No. 0011-2025-EF/54.01 does not exhaust legal judgment, because a standardized contract is a network of communications, powers, decision sequences, price, and remedies. Each mechanism needs a point of connection with the applicable public mandates. In the Peruvian case, this point is expressed in the authorized delivery system, the contracting strategy, and the respect for mandatory clauses of guarantees, integrity, controversies, non-compliance, and risk management. A generic authorization does not legitimize the indiscriminate modification of the general conditions or alter the powers reserved to the entity (2,3,5).

The legal literature on the reception of standard contracts in Peru raises precisely the need to integrate the contractual structure with public powers (1,4,6). The distinctive contribution of this research does not consist in repeating this convenience, but in isolating specific incompatibilities of application: an economic change higher than the regulatory threshold of article 221.2.d cannot be recognized as if it were an ordinary adjustment; nor can the budgetary support required by paragraph e) be avoided. This result places a clear normative point between contractual autonomy and legality. The matrix by fourteen dimensions makes it possible for each conclusion to be contrasted with a functional clause, an exact provision and an effect, reducing the vagueness that usually accompanies the notion of "compatibility".

Collaborative flexibility, expiration, and change controls

The collaboration that encourages NEC4 ECC offers a relevant opportunity for public management, but its transfer should not be confused with freedom of economic recognition. The early warning of clause 15 is designed to warn of future contingencies; the compensable event of clause 60.1 may cause alterations in the price or term according to the rules of the contract. The distinction is legally important: identifying a risk or receiving a notification does not in itself constitute a financial decision of the entity. The FIDIC mechanisms of advance warning, variation and complaint pose a similar separation. The regulatory article 221.2.a favors open information and collaborative work; paragraphs d) to g) delimit, on the other hand, when a change can have an economic effect within the public regime (12,13,3).

Added to this distinction is a consequence that Peruvian doctrine does not always examine when discussing good practices: Article 59.4 of the Law recognizes as expiration contractual deadlines whose violation deprives the right to claim price or term modifications. It is not a neutral organizational rule. Its application can decisively affect the contractor's right, the opportunity to present evidence, and the economy of the litigation. Therefore, the drafting of particular conditions, the communications system, and the training of the project manager are indispensable legal elements. The collaborative approach does not displace the effects of expiration; rather, it requires an operational calendar capable of making them transparent and predictable (2,3).

The debate on financing in NEC3 option F offers a particularly pertinent Peruvian precedent (7), because it demonstrates the relevance of integrating risk model and financing structure; however, its results should not be mechanically extrapolated to CCPs. The regulatory formulation of the modification limits allows for a more limited reasoning: a technically necessary variation may require negotiation, but it cannot create budgetary availability or derogate from the maximum limit by the mere acceptance of a quote. The figure of 50% constitutes a ceiling of the regulated assumption, not a goal or a general tolerance for all kinds of changes. The 30% rule triggers a prior examination of fiscal capacity. This difference between the control threshold and the final threshold is central to preventive legal management.

Certification, Feature Distribution, and Payment Security

Standardized forms describe different roles and acts of administration; their functional similarity may favor efficiency, but it does not produce legal identity. In NEC4 ECC, the Project Manager exercises

procedural powers within the framework of what has been agreed. FIDIC Red Book attributes to the Engineer tasks of instruction, evaluation, certification, and contractual determination. Article 222 of the Peruvian Regulation mandates the assignment of a project manager with professional requirements and certification in the chosen standard. Therefore, the transposition requires a map of attributions that identifies the person responsible, decision limits, documentary support, and relationship with the supervision of Article 223. The mere translation of the position "Engineer" or "Project Manager" does not prove that he or she has been legally appointed or that he or she has the power to approve expenditure (3,12,13).

The issue becomes tangible in payments. Clauses 50 and 51 of NEC4 and 14 of FIDIC distribute sequences of valuation, certification and payment; meanwhile, Article 221(2)(h–i) of the Regulation requires the payment method and conformity procedure to be specified. If the technical certification does not coincide with the relevant administrative act, it is necessary to design the procedure without fragmenting responsibilities. The aim is not to duplicate bureaucratic controls, but to ensure that the financial obligation has a contractual cause, technical verification and budgetary coverage. In this respect, conditional compatibility offers a more faithful explanation than the general approval of forms, because it recognises the suitability of the mechanism while identifying specific national formalities (3).

Guarantees illustrate a similar friction. Peruvian law imposes guarantees and risk management as minimum contents; FIDIC provides for compliance and insurance guarantee mechanisms whose final form depends on contractual documents; NEC may employ options relevant to security needs. Compatibility requires verifying that no contractual remedy neutralizes the coverage objective and that the limits of liability respect regulatory article 216.3 where applicable. It is not methodologically defensible to conclude that all NEC security options or FIDIC conditions always comply with the law simply because they are both recognized models. The rating must refer to a defined mechanism and assumption (2,3).

Disputes, binding nature and continuation of the work

Dispute resolution is the clearest example of coexistence between openness to the standard and national legal status. Article 78 of the Law allows for the option of mechanisms provided for in the form, but requires ensuring that the final decision is binding on the parties and provides for its adequacy when this characteristic does not appear. Article 224 of the Rules complements the rule by establishing that the initiation of the dispute does not automatically paralyze enforcement and by providing continuous information to adjudicators. The admission of a FIDIC DAAB or an NEC dispute resolution option is therefore an enablement conditional on its integration with that regime. If the required binding rule were omitted, the mere international name of the panel would not solve the problem (2,3).

This conclusion dialogues with research on claims governance and litigation prevention (15,25,26). Such research is useful for identifying failures in notices, evidence, and decision sequences, but it does not authorize the transfer of foreign arbitration proceedings without reviewing the Peruvian norm. The practical relevance lies in the "decision chain": who receives the claim, who technically

determines, which appeal corresponds, when the decision becomes final, and under what conditions the continuity of the work is preserved. This chain transforms a generic discussion of good practices into a legally controllable compatibility reasoning. It also strengthens the responsibility of officials and contractors, because no stage is presumed to be legally effective without the requirements of the applicable law.

Contractual risk, subcontracting and legitimate accommodations

The comparison on risk distribution shows that there is no single "NEC contract" or a single "FIDIC contract". Between families and editions, the entity that designs, the supply risks, the scheduling, the variation procedure and the assignment of obligations change. The Peruvian resolution expressly distinguishes these forms according to the delivery system. Hence, using conclusions derived from the Emerald Book on tunnels or from design-build contracts to validate the construction-only Red Book without nuance would produce a conceptual extrapolation. Foreign studies on engineering interfaces and flexibility are relevant to classify the need for foresight, but their conclusions do not replace the imperative distribution of responsibilities of the Peruvian standard (5,21,22).

In subcontracting, an example of conditional compatibility with recent regulatory consequences appears: article 218.4, amended in 2026, leaves room for subcontract conditions of the form and frees the subcontractor from RNP requirements, although it maintains the impediment check. The regulatory change distinguishes the main supplier, subject to its own registration regime, and its third parties. Therefore, a subcontractor approval clause under NEC or FIDIC can be legally useful as long as it preserves the contractor's liability and integrity checks. This delimitation explains why legal harmonization may require an administrative adjustment of the procedure and not necessarily an intense rewriting of standardized conditions, which is also restricted by article 217.1 (3,36).

Originality, scope and future testing agenda

The conceptual result is expressed in four concatenated and stable levels: qualification, regulatory coherence, contractual congruence and institutional capacity. Authorisation determines whether the delivery model and system can be chosen. Regulatory coherence requires respect for limits, expirations, guarantees and competences. Contractual congruence compares general and particular clauses and chronology of instructions. Institutional capacity confirms that there are suitable managers, resources, certifications and registrations. This scheme is not presented as a new contracting standard, but as an interpretative procedure that makes the path between administrative recognition and contractual execution observable. In contrast to the generic three-dimensional approach, the division into four avoids diluting the initial question of admissibility within the assessment of the legality of the content.

From a methodological perspective, the incorporation of literature on natural language processing is only justified in documentary tasks: identifying terminological variations, organizing files, and facilitating the location of clauses (29,30,31). These instruments do not confer competence on the administrator nor do they replace the interpretation of Article 221.2 of the Regulation. The legal contribution lies in the specific proposal of verifiable assumptions: a variation with an economic effect of more than 50%, a late claim with a limitation effect, a final decision without binding character or a

certification without a conformity procedure. Each one has a different legal consequence and requires its own documentation, which allows hypotheses to be formulated for future analysis of real files.

The main limit of the investigation is that the application of a clause requires knowledge of the particular conditions, the delivery system and the corresponding regulatory version. Instructions, budget supports and communications can modify the legal assessment of a case. For this reason, Table 2 organizes interpretative conclusions on specific mechanisms and assumptions, without declaring the universal validity of NEC4 or FIDIC and without substituting a comprehensive review of the public file. The value of the comparison lies in separating the express normative consequences from the issues that require additional documentary evidence. This delimitation provides a framework applicable to future evaluations of contracts actually concluded.

LIMITATIONS AND SCOPE

The interpretations correspond to the provisions identified at the cut-off date and to a functional comparison of NEC4 ECC and FIDIC Red Book. The study does not examine signed particular conditions, specific authorizations or acts of execution of specific projects, so it does not declare general validity of clauses in individual files. The retrieval of thirty publications was carried out as a directed thematic selection and does not allow us to affirm bibliographic exhaustiveness or homogeneous indexing; the DOI identifiers facilitate their editorial verification, which must be completed in full before submission. The public files of NEC and FIDIC allow for the verification of editions and functions, but the detailed conclusions must be contrasted with the complete authorized clauses. The official regulations and their temporal validity constitute the basis of the conclusions on Peruvian law.

CONCLUSIONS

Law No. 32069 recognizes the use of international standardized contracts in Peruvian public procurement, but conditions their incorporation into the procurement strategy, the identification of the form, and the administrative rules. The authorization granted to the model does not constitute an unrestricted authorization to insert any particular condition. Its interpretation must consider the mode of delivery, the capacity of the entity, the approval powers, and the control regime. This distinction makes it possible to separate the normative acceptance of the contract from the validity of the agreed procedure.

The contrast between NEC4 ECC and FIDIC Red Book shows that both offer construction management mechanisms, although their procedures and responsibilities are not identical. For this reason, a legal evaluation requires identifying the edition, the relevant clauses, the delivery system and the documentation that accompanies each contract. Functional comparison makes it easier to recognize convergent solutions, but it does not allow transferring powers from the Project Manager to the Engineer or equating their decisions with public acts. Each contractual attribution needs a correspondence with the applicable administrative powers.

Early warning and complaint mechanisms may be articulated with the regulatory duty of collaboration, provided that preventive notices are distinguished from economic authorizations.

Variations that alter the amount are subject to budgetary controls, including the limit of fifty per cent and the requirement of prior support when it is necessary to exceed thirty per cent. Such conditions restrict the effects of a contractual contribution accepted without complying with the public procedure. The flexibility of execution thus operates within identifiable and enforceable legal limits.

The legal recognition of certain claim deadlines as cases of expiration requires a particularly rigorous document administration. The notification of an event, the identification of its initial date and the fulfillment of the agreed formalities must be accredited by verifiable records. Entities and contractors must distinguish ordinary management notices from those whose omission may extinguish the right to claim time or amount. This legal consequence reinforces the importance of training the contractual team and organizing public communications in a timely manner.

The technical certification provided for in FIDIC and the evaluation of payments organized in NEC4 can coexist with Peruvian public procurement, provided that their execution respects the conformity procedure and budgetary requirements. The technical act of valuing a service does not in itself replace the administrative approval necessary to order the disbursement. Likewise, guarantees, insurance, project management and supervision must be in line with the applicable legal obligations. Compatibility therefore depends on an adequate documented distribution of functions.

The dispute prevention and resolution mechanisms contemplated in NEC4 and FIDIC find a way of articulation with Peruvian legislation, but they must respect the binding nature of the final decision in the terms required by the regulation. It is also necessary to preserve the continuity of execution when a dispute is submitted to the corresponding procedure. The mere existence of a board or arbitration provided for in the form does not satisfy these conditions. It is necessary to expressly review the decision, challenge and compliance clauses.

The regulation of subcontracting makes it possible to distinguish the obligations required of the main contractor from those applicable to its subcontractors. The specific conditions must respect this difference and maintain controls against impediments to contracting. In the event of termination, the contractual cause and the activation procedure must be contrasted with the public rules on economic modifications and budget availability. This joint evaluation reduces incompatible interpretations between standardized clauses and state obligations, while favoring transparent management of decisions during the work.

The contribution of the study consists of relating fourteen legal dimensions with NEC4 mechanisms, FIDIC provisions and specific Peruvian standards, distinguishing authorization, regulatory coherence, contractual congruence and institutional capacity. The results identify express restrictions and conditions of application, but they do not amount to a general certification of the contracts executed in the country. Its application to particular cases requires reviewing the signed conditions, authorizations, files and corresponding communications. This route allows for the development of subsequent research based on complete and legally contextualized contractual documentation in Peru.

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ETHICAL CONSIDERATIONS

The study was developed through a literature review based exclusively on previously published documentary sources. It did not involve the direct participation of human or animal beings, the performance of interventions, the use of biological samples, or access to personally identifiable data. Consequently, it did not require approval from an ethics committee or the obtaining of informed consent. During the research process, the principles of scientific integrity, adequate attribution of authorship, rigorous citation, and responsible use of the sources consulted were observed.

ARTIFICIAL INTELLIGENCE (AI) USAGE STATEMENT

The authors state that the AI tool was used exclusively to support the organization of the article and the translation of the text. Its use did not determine the scientific content, study design, selection of sources, data analysis, interpretation of results, or conclusions. Full responsibility for the content remains with the authors.

FUNDING

The authors state that this study did not receive any external funding from public, private, or non-profit organizations. All research, analysis, and development activities were carried out with their own resources.

CONFLICT OF INTEREST

The authors declare that they have no conflicts of interest related to this study and that all the procedures followed comply with the ethical standards established by the journal. They also confirm that this work is unpublished and has not been published, either partially or totally, in any other publication.

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4. Acquisition of financing: not applicable
5. Research: MFSG
6. Methodology: SFMM
7. Project Management: MFSG
8. Remedies: Not applicable
9. Software: Not applicable
10. Supervision: MFSG
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12. View: MFSG
13. Original Draft: MFSG
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