

Negotiation and Its Role in Managing Government Contracts

Researcher
Assistant Lecturer Amena Abbas Hussein

Abstract

There is no doubt about the importance of negotiating contracts in general, and administrative contracts in particular, whether at the stage of contract formation or even after a final, integrated contract has been concluded, due to the developments that occurred in the practical reality, which led to highlighting the importance of negotiations as a stage of unification and consensus between different opinions, especially in the field of contracts that deal with major projects, as it is a stage needs to be managed by competent people to be fruitful, because it keeps the conflicting parties away from resorting to the courts and thus saves them a lot of effort, time and even money.

I. Introduction

The negotiation stage in administrative contracts is a stage of great importance and essential in the contracting process, due to the huge popularity of financial transactions at the present time, as represented by giant projects fraught with great economic risks.

The negotiation stage can be considered one of the first steps of the administrative contract, and from here the importance of studying and researching it appears, as it is a friendly means for settling disputes. It effectively contributes to overcoming the problems that precede the contracting process or even the conclusion of the contract because it helps in choosing the best bids and offers presented in administrative contracts, as well. The importance of the research topic emerges from the lack of studies that dealt with this topic.

Research aim:

The aim of this study is to shed light on the negotiation stage, especially after the development witnessed by the administrative contract theory and the emergence of new types of administrative contracts, which require

proper conclusion of negotiations between the administration and those wishing to contract with it.

Research problem:

Where the problem lies in the absence of legal regulation for this stage, whether in terms of defining its concept or even describing its legal nature in public and private laws, in addition to the scarcity of sources on this subject.

Research Methodology:

In this research, we will try to rely on the analytical method, where we will learn about administrative (governmental) contracts as a general theory, and we will focus on the importance of negotiating contracts or continuing their implementation.

Search Plan:

Introduction:

Section 1: the nature of government (administrative) contracts.

Sub-section one: the concept of government contracts.

Sub-section 2: the characteristics of government contracts and their effects.

Section 2: negotiation.

Sub-section 1: the definition of negotiation, and its characteristics.

Sub-section 2: the legal value of the negotiation.

Section 3: the role of negotiation in the management of government (administrative) contracts

Sub-section 1: the importance of negotiation in the field of government (administrative) contracts.

Sub-section 2: the factors required to negotiate in the field of government (administrative) contracts

Conclusion

Section 1

The nature of government contracts (administrative)

Since the administration is responsible for organizing the public facility and meeting the general needs, the matter requires that it conclude contracts with another party, whether it is a natural or legal person. These contracts are considered administrative contracts, the importance of which lies in the fact that they are related to public money, and the administration has privileges in them that exceed the privileges of the other party. The administration often resorts in managing its projects to contracts, and these contracts are divided into two distinct types in terms

of legal conditioning and the judiciary to which it is subject. And administrative (governmental) contracts to which the provisions of the common law are applied and fall under the jurisdiction of the administrative judiciary.

Accordingly, this requirement is divided into two branches: we dedicate the first sub-section to the emergence of administrative (governmental) contracts and to introduce them, and their conditions. Then, in the second sub-section, we will discuss their most important characteristics and effects.

Sub-section 1

The concept of government contracts

The tools in which the administration conducts its activity are represented in the administrative decisions issued by its individual bars that are binding on individuals, followed by the administrative contracts with which the administration finds itself compelled to achieve what it seeks to unite its will with other wills, to result in a contract between the administration and others.

The contracts of private law persons are distinguished by the fact that they are concluded between parties with equal wills, which makes the application of the law on them easy, while on the other hand, government contracts (which means administrative contracts here) are between the public administration and others, and the rule is that the public administration has an agreed goal that it seeks to achieve, which is the goal of the public good, so the wills and privileges here are not equal.

First: The emergence of government (administrative) contracts

The theory of government contracts (administrative) is recent. This is because the contracts that were concluded by the administration, in their legal adaptation - according to the prevailing at the time - were nothing but contracts between contractors whose pillars were satisfaction, place and reason, and with the same conditions and descriptions that are stipulated in the contracts that are concluded, between ordinary individuals and in the private law relations department. Three factors led to the stability of this thought, the first of which are: the narrow circle of administrative activity, and the second: that there was nothing in the arena but the system of private law under whose cloak all contracts, regardless of their differences, and whoever their parties were, and the third of them was the jurisdiction of the ordinary courts with all contracts, and this was the credit for the emergence of administrative contracts. government)

goes back to the position of the legislature, jurisprudence and the French judiciary at the beginning of the era of the dual justice system. Jurisprudence tended to embrace the theory of public authority as a criterion for determining the jurisdiction of the administrative judiciary. The ordinary judiciary, and the judiciary proceeded in this direction and the emergence of this thought resulted in the establishment of jurisdiction over all management contract disputes for the ordinary judiciary, given that the management contract is not imprinted with the nature of the public authority.

Then the legislator intervened and specified specific administrative contracts, making the jurisdiction over their disputes to the administrative judiciary. Thus, the situation in France moved from the jurisdiction of all contract disputes to the ordinary judiciary, and with the jurisdiction of private law to new situations. The jurisprudence called them (named administrative contracts).

It did not take a long time before the French Council of State entered into the competence of other unnamed administrative contracts in the legislation with the statement of similarity or similarity between them and the named contracts. The administration is considered administrative, and the jurisdiction over its disputes lies with the administrative court, whenever it is related to a public facility, establishing, managing, or managing, and thus the French Council of State was able to place all administrative contracts in its jurisdiction.

Some Arab countries have followed the example of the French judiciary by making jurisdiction over administrative disputes to the administrative judiciary, such as Egypt and Iraq.

Second: Definition of administrative (governmental) contracts

Contracts are mentioned in the Noble Qur'an, when the Almighty said: "O you who believe, fulfill contracts."

And the word contract comes in the language: the plural of contracts, derived from the verb contract to make a contract and the contract is the opposite of the dissolution, it means linking and tightening.

It also comes with the meaning of documentation, confirmation and provisions, so the contract is called the covenant and the oath, so it is said that the covenant and the oath bind them as a contract, that is, confirm them.

French civil law defines it as (an agreement whereby one or more persons are obligated towards one or more others to give something, do an action, or refrain from an act).

While the Egyptian civil law defined it as the contract (which takes place as soon as two parties exchange the expression of two identical wills, taking into account what the law decides on the specific conditions for the contract to be concluded).

And the amended Iraqi Civil Code No. 40 of 1951 went on to stipulate that the contract (is the binding of an offer issued by one of the contracting parties to the acceptance of the other in a way that proves its effect on the one contracted upon).

As for the administrative contract, it means (those contracts concluded by the government administration and subject to its own provisions and governed by the principles and provisions of the administrative law).

It was also defined as (an agreement whereby one of the contractors undertakes to supply movables to the administration in return for a certain price, and in which the administration uses the privileges of common law).

It is also defined as (a contract in which one or both parties are a person of public law and is related to the management and operation of a public utility).

We can define the administrative contract as (the union of two or more wills to create a legal effect, whether this effect is the establishment, organization or management of a public utility, and the administration in it has the strongest will because of the privileges of the public authority).

We must point out here that Contracts Law No. (87) for the year 2004 and the instructions for implementing general government contracts No. (1) for the year 2008 and the instructions for implementing government contracts No. (2) for the year 2014 did not include an explicit text or a general concept about government contracts.

Third: The general terms of the administrative contract

The government (administrative) contract stipulates what is required in all contracts of eligibility, consent, place, reason and form, in addition to its special conditions, and we can summarize them with the following three conditions:

1. That the administration be a party to the contract.
2. That the contract relates to a public utility in terms of its organization, facilitation, management or exploitation.

3. The intention of the contracting parties - when concluding the contract - is to adopt the common law methods.

That is, the inclusion in the contract of exceptional conditions unfamiliar in private law contracts. These conditions mean the management's right to amend the terms of the contract, increasing or decreasing the obligations of the contracting party, or modifying the execution periods within certain limits. This and the inclusion of unfamiliar conditions in the contract reveals the administration's intention to submit to the general law and consider it an administrative contract.

Sub-section 2

Characteristics of government contracts and their effects

These contracts are characterized by a set of characteristics and features, which makes them independent of special rules that are different from the rules to govern civil contracts.

First, their characteristics:

Among the most important of these characteristics are the following:

1. When the administration concludes a contract, as a public authority, it concludes an administrative contract that is guaranteed by a set of conditions, which reflects this quality other than its contract regarding the exploitation of its own funds. It invests it in the same way as individuals, thus subject to the rules of civil law.
2. The capacity of the administration differs from the individuals when contracting, and this leaves its impact in the field of contracts. The contracting administration is a public authority that, when contracting, adheres to the laws and regulations that define its competence and set procedural restrictions for it, while individuals enjoy wide freedom when contracting, not limited by respect for the rules of order and public morals.
3. The difference in the two types of interest and the desired goal to be achieved from behind the contract left its impact on the legal positions enjoyed by individuals and the administration in the administrative contract. When the administration aims to facilitate a public facility, then seeks to achieve a public interest, we find it enjoys wide rights in the contract.

Second: The effects of government contracts (administrative)

There is always a set of effects and dimensions that result from government contracts. If a government contract is concluded, it entails a number of effects on the two contracting parties, represented in the rights

and obligations enjoyed by the administration on the one hand, and the corresponding rights and obligations enjoyed by the contracting party on the other hand. Because of the special nature of government contracts, the privileges owned by the administration exceed those enjoyed by the other contractor on the basis that it seeks to achieve the public interest. Among these privileges are its authority to supervise and direct, its authority to impose penalties on the contractor, and the authority to amend the terms of the contract at its own will. Accordingly, there are two types of rights and obligations of the contracting parties in the government contract:

1. Administration authorities towards the contractor:

Although government contracts are consistent with private law contracts in that they create between the parties mutual rights and obligations, they differ in terms of not being delivered on the basis of equality between the contracting parties, so the administration enjoys rights and privileges that the contracting party does not enjoy, outweighing the public interest over the private interest of the contracting party, while the interests of the two parties in the contract The civil service is equal and balanced if the two contracting parties are not equal in the government contract over the public interest over the individual interest. This includes the authority of the administration to monitor the implementation of the terms of the contract, direct the implementation work and choose its method, and the right to amend its conditions related to the functioning of the facility, its organization and the service it performs, with its unilateral will according to what the public interest requires from Without the other party benefiting from the rule of the contract, the law of the contracting parties, as well as the right to impose penalties on the contracting party, and the right to rescind the contract and terminate it by an administrative procedure without the consent of this contracting party, premature termination without the intervention of the judiciary.

Accordingly, we explain in the following the rights and powers of the administration against the contractor in the following areas:

- a- The authority to control and direct
- b- The authority to impose sanctions on the contractor
- c- The power to amend the terms of the contract
- d- Power to terminate the contract

2. The rights of the contractor towards the administration:

Just as the administration has rights against the contractor, the latter enjoys rights as well, and these rights are represented in his right to

receive monetary compensation and his right to require some compensation, and finally his right to ensure the financial balance of the contract.

A- Cash consideration:

The contractor with the administration seeks to achieve material interests from his contract represented in cash for the goods or services he provided to the administration in accordance with his contractual obligations, and the nature of this consideration varies according to the different administrative contracts. In supply contracts, it may be in the form of the price that the administration pays for the goods that have been supplied. The rule with regard to the material consideration states that it is not paid until after the end of the contract implementation, and the final account is settled except in some cases that relate to the nature of the contract that requires a long period of implementation.

B- Right to claim compensation:

The contractor, according to the general rules, may receive some compensation in the event that the administration causes harm to him for not fulfilling its contractual obligations. The contractor shall also receive compensation for the additional works he performs that were not included in the contract if these works are necessary for the implementation of the contract, and his claim in this case is based on the rule of unreasonable enrichment. The contractor is also entitled to compensation if, during the execution of the contract, he encounters exceptional material difficulties that were not included in the calculation and estimation of the parties to the contract when contracting, and that make the implementation more than the cost they estimated.

C- Ensuring the financial balance of the contract:

Recognizing the management's power to amend the terms of the contract and to increase or decrease the obligations of the contracting party at its own will must be offset by the right of the contracting party, which is to grant him financial privileges equal to the increase in his obligations. It is borne by the contractor with the administration and the benefits he benefits from.

Section 2

Negotiation

Negotiation is not an arithmetic process whose results can be obtained according to fixed steps or rates, but rather an activity that is subject to many psychological and external influences according to the conditions of the environment in which negotiators live. On the desire for understanding to reach an agreement that achieves a common interest and reach acceptable and satisfactory results for each party, a process that extends from preparing for negotiations, passing through the negotiations themselves, and ending with the formulation and signing of an agreement between the participating parties. Accordingly, this requirement is divided into two branches. We dedicate the first section: to the definition of negotiation and its characteristics, and we dedicate the second section to the legal value of negotiation.

Sub-section 1

Definition of negotiation and its characteristics

First: definition

The word (negotiations) in Arabic includes give and take, and in English it means the process that is based on the meeting of two or more parties to hold talks with the aim of reaching an agreement on an issue.

There were many definitions that dealt with the concept of negotiation, and this is due to the different viewpoints according to its different functions, steps, objectives, tools and various means.

It can be defined as: (a dynamic process intended to solve common contentious problems between the two conflicting parties, and then it is a mental process based on mutual respect between their parties, in which each party respects the needs, interests and objectives of the other party, and no party emerges from it unless it has achieved gains on the account of the other party).

Furthermore, it is defined as (it is the dialogue that takes place between the potential parties to a contract with the intention of reaching the conclusion of the contract by reconciling the conflicting interests of the negotiators by consensual or accepting compromise solutions).

It is also defined as (an agreement made between two or more parties who have experience in direct or indirect meetings and the use of various negotiation methods to reach an agreement or solution to a commercial or legal problem and to take joint steps to conduct subsequent negotiations

on the conclusion of the contract to overcome the obstacles that hinder its implementation).

Another definition is (the process through which the various parties communicate with each other to try to reach an agreement acceptable to both parties).

As well as (a process through which two or more parties interact, believing that there are common and overlapping interests and interests, and that achieving their goals and obtaining desirable results requires communication among themselves as a more appropriate means to narrow the area of disagreement and expand the area of participation between them through discussion, sacrifice, argument, persuasion and objection to reach an agreement acceptable to the parties on negotiating topics or issues).

We believe that the concept of negotiation can be defined simply as a process of dialogue between two parties linked by a common interest, to reach an agreement that may crystallize in the form of a contract.

Second, the characteristics of negotiation

Negotiation is an integrated process and not just an activity to face an emergency or temporary situation, or it is a stalemate or crisis that the negotiator seeks to get out or get rid of. Negotiation, as some defined it as follows:

1. Negotiations are a process consisting of several stages.
2. Negotiations are a reciprocal process based on give and take between two or more parties and on a relative balance in the powers of the negotiating parties.
3. Negotiations are optional administrative relationship
4. Negotiations are a process surrounded by restrictions and stimuli, and it may cause friction between the negotiating parties.
5. There will be some degree of conflict or conflict between the negotiating parties.
6. The results of the negotiations are based on uncertainty.

While others defined it as follows:

1. Availability of conflict elements that may be between two or more parties.
2. Desire to reach an agreement that satisfies all conflicting parties.
3. The belief that there must be some kind of cooperation, even if that does not cancel out the fact that there is competition.

4. Persuasion that imposing conditions and will does not lead to a satisfactory agreement.
5. Seriousness in laying the foundations upon which the understanding process is based.

Sub-section 2

The legal value of the negotiation

The issue of giving importance or legal value to the stage of negotiations has raised a great deal of controversy, because some believe that the negotiation of the contract is of a material nature, on the basis that it represents merely a material reality, and therefore it is not binding and emptied of any legal value, as the supporters of this opinion went to Not recognizing any legal value for any act that precedes the contract, as it is - the contract - if it is done, only what is stated in it and all previous negotiations or agreements as if they had never been.

While another trend emerged that sees the negotiation stage as having a contractual nature, as long as there was an agreement to negotiate between the two parties, whether explicit or implicit, and the proponents of this view went to assigning legal value to the negotiation stage without confessions of binding force.

Moreover, jurisprudence, the French judiciary, and the Egyptian jurisprudence did not hesitate to admit to negotiation that it is a real agreement that entails obligations on both sides, and when breaching it, responsibility arises.

Some in Iraq believe that negotiations are always of a contractual nature and represent a legal act represented by negotiating agreements.

From our side, we support the opinion mechanism that says that the legal value should be given to the stage of negotiations and the agreements that take place therein, since saying otherwise is a waste of time and effort, as what is the benefit of those negotiations if they can be violated and not taken into account. The party that returns what was agreed upon in the negotiation stage.

Section 3

The role of negotiation in the management of government (administrative) contracts

Undoubtedly, negotiations in the field of administrative contracts play an important preventive role, resulting in a contract that is accepted by its parties, which leads to each of them carrying out their obligations in a

peaceful and calm manner, and thus avoids them from entering into long-running disputes and eventually having to resort to the judiciary.

The process of negotiation in the field of contracts can be defined as (dialogue, consultation and exchange of views from the parties with the aim of reaching an agreement to establish a future contract.)

From our point of view, we see that negotiation is (those proposals and offers made by the negotiating parties to reach the best results, which may result in an agreement that imposes corresponding rights and obligations).

Accordingly, this section will be divided into two sub-sections. In the first sub-section, we mention the importance of negotiation in the field of government contracts. In the second sub-section, we mention the most important factors required by contract negotiations.

Sub-section 1

The importance of negotiating government (administrative) contracts

Negotiation is of particular importance in the field of governmental (administrative) contracts, because it is a means of identifying offers with good technical specifications, and it is also of great importance from a legal point of view, because it has a preventive role for the stage of concluding the contract.

This importance can be determined from two aspects:

The first is that negotiation is a method used by the administration and through which it negotiates with the bidders to achieve a material goal.

The second: is that it is a contractual stage, because it is one of the stages of solving the problem in dispute, and then it leads the parties in most cases, in the event of their success, to document the results that were agreed upon in the form of a contract or agreement.

The negotiations prior to the contract are no less important than those that take place after the conclusion of the contract, because they are preparation and preparation for the contract. To reduce future trends.

This and that it is no longer just an exchange of views, but rather has become a stage with its own legal system, in which the fate of the contract is decided. We have seen in practice that the contract may be concluded by parties who do not have sufficient legal experience or know-how, and the result of this is that it entails rights and privileges for one of its parties more than the other, and the beneficiary party refrains from conducting negotiations because he knows that if he accepts it, it will result in him obligations or reduce the breadth of his rights.

Article 7 paragraph 15 of the instructions for implementing government contracts No. (1) of 2008 in Iraq stipulated that (it is forbidden to negotiate prices with candidates for contracting, except for the single bid method (sole purpose) contracts of a monopolistic or specialized nature or maintenance for the processing or implementation of business or consulting services.

Despite the importance of negotiation, the instructions for implementing government contracts No. (2) of 2014 did not give them enough importance, especially the negotiations that take place before the contract, even as it did not include a text of its own except for Article (8/first) of it, which referred to the issue of settling disputes after signing the contract. It is done by consensus (amicably).

Sub-section 2

Factors Required for Negotiating Government Contracts

If the negotiation in the field of governmental (administrative) contracts is to proceed correctly, in a positive and effective manner, there are factors that must be taken into account. These factors may be objective related to the subject of negotiation itself, or they may be personal and related to the negotiating parties. We will address them as follows:

1. Objective factors: These factors include a set of issues and substantive matters that the negotiating parties must take into account and take care of, including the good preparation of the negotiation table, which in turn includes a set of issues and points that it is hoped to put on the negotiating table, and this table must be specific to the basic objectives. The negotiation process is detailed as much as possible and formulated in sound legal language, arranged according to priorities, and organization and coordination are taken into account so that the area of consultation can expand, diversify views and resolve the issue under negotiation by signing a contract.

2. Personal factors: These are the factors related to the personality and characteristics of the negotiating parties. Together, they constitute the ethics and etiquette of negotiation, and these factors ultimately ensure that the negotiations are conducted in a correct manner and in a successful and fair manner that fulfills the negotiating parties' desires. These factors are represented in the skills of the negotiating parties, the extent to which each party is aware of the other's personality, their ability to persuade, the extent of intelligence in offering compromises and proposals in the issues to be resolved and the extent of transparency as well as avoiding deception and fraud.

Conclusion

First: the conclusions

At the end of our research, we reached several conclusions, which are:

- ١- Negotiation is of great importance in the field of (governmental) administrative contracts, because it saves the disputing parties a lot of effort and time, as well as saves them from resorting to the judiciary.
- ٢- The Iraqi legislator did not single out special legal texts dealing with the issue of resolving disputes related to administrative contracts (whether before or after the conclusion of the contract) through negotiation.
- ٣- There is disagreement about the nature and legal value of negotiation.
- ٤- The administration is supposed to be the strongest party in the administrative contracts, but the practical reality proves the opposite in some cases. The administration may find itself compelled to offer some bargains to the other party contracting with it, and the reason for this is due to the lack of experience or legal know-how in concluding contracts by the person responsible for its conclusions.

Recommendations:

Below we list a number of recommendations and suggestions, which are as follows:

- 1- The legislator must give more importance to the issue of negotiation by drawing up sufficient and clear legal texts that can be relied upon on this subject.
- 2- Paying attention to the persons responsible for concluding administrative contracts in all state departments by forcing them to participate in training courses and workshops dealing with the subject of administrative contracts.
- 3- Negotiating should be carried out by specialized and sufficiently prepared committees, and not by individual persons, because the negotiating process requires objective and personal factors that must be present in order to achieve the best results expected of them.

References

1. Surat Al-Maedah: Verse 1.
2. See CE 1101 of the French Civil Law .n. 1408.
3. See CE 89 of the Egyptian Civil Law n.(131) 1948 .
4. See CE 73 of the Iraqi Civil Law n(40) 1951.
5. Al-Anbari. Maha Mohsen Ali, Evaluation of Procedures for the Internal Control System for Government Contract Conclusion and Execution, An Applied Research at the General Company for Marketing Medicines and Medical Supplies submitted to the custodians of the Arab Institute of Certified Accountants to obtain a Certificate of Legal Accounting, Baghdad, 2011, p. 57
6. Al-Anzi, Khaled Suleiman Aswad, Administrative Supply Contract, A Comparative Study between Jordanian and Kuwaiti Jurists, Master Thesis in Public Law, Faculty of Law, Middle East University, Jordan, 2012, p. 17.
7. Abu Amara, Muhammad Ali, the extent of development of the concept of the administrative contract in Palestine in the era of the National Authority, Al-Manara Magazine, Volume 12-, No. 3, 2006, p. 11.
8. Al-Anbari. Maha Mohsen Ali, op . cit , p. 58-59.
9. Luay Abdul, the necessary legal foundations for the legitimacy of the administrative contract and its importance in the performance of the duties of the public authority, Diyala Journal, Issue 53, 2011, pp. 5-7.
10. Al-Anbari. Maha Mohsen Ali, op. cit , p. 57.
11. Ammar Aouaidi, Administrative Law. Administrative Activity, Part Two, First Edition, University Press Office, Algeria, 2002, pp. 194 ff.
12. Haytham Halim Ghazi, Administration Powers in Administrative Contracts, An Applied Study, Dar Al-Fikr Al-Jami'a., 1st Edition, Volume 1, 2014, pp. 1-5.
13. Voir, Xavier libert les modifications du march en cours dexécution 20 juillet/20 1994, p. 65.
14. Savouat badaoui , lefait du prince les contrats administatifs, france , 1955, p. 50.
15. Abdel-Rahman, Azar Sabah, Financial Control over Governmental Contracts and their Role in Reducing Administrative and Financial Corruption, Research presented to the General Union of Arab Accountants and Auditors, Arab Institute of Certified Accountants, Baghdad, 2014, p. 29.
16. Chalabi, Hassan Sabah Abdul-Hassan, the results of negotiation in the impact of time pressure and negotiation strategies, Master Thesis, College of Administration and Economics, University of Baghdad, 2011, p. 35
17. Abu Sheikha, Nader Ahmad, The Origins of Negotiation, 1st Edition, Dar Al-Maysar Publishing and Distribution, Amman, 2008, p. 13
18. Jalal Ahmad Fahmy, Negotiating Skills, The Roads Leading to Public Education Project, i 1, Cairo, 2007, p. 4
19. Al-Ghanimi: Ali Hamza Abbas, Contract Bid and Bid Negotiation in Administrative Contracts, Comparative Study, Master Thesis in Public Law, Al-Mustansiriya University, 2010, p. 100.
20. Al-Obaidi, Siham Karim Hamad, Provisions of Negotiations in International Trade Contracts, Master Thesis in Private Law, University of Baghdad, 2013, p. 20
21. S.y. dirkzwager, towards under standing ne gotiation strategies analyzing the py namics of strategy components, the sis submitted in partial fulfillment of the requirements for the degree of master of science, interactine intelligence deift university of technology delft , the nether lands, 2013. p1.

22. Al-Jadaili, Ribhi Abdel-Qader Mousa, Negotiations Department, Palestine-Azza, 2010, p. 8
23. Abu Sheikha, Nader Ahmad, The Origins of Negotiation, 1st Edition, Dar Al-Maysar Publishing and Distribution, Amman, 2008, p. 18
24. Rubens Phelp, Negotiating the Art of Winning, Dar Al-Khulud Heritage, Cairo, 2010, p. 20
25. Hamdi Mahmoud Baroud, Towards Establishing a New Legal Adaptation to Contract Negotiations, The Contractual Nature and Its Effects, An Analytical Study, Faculty of Law, Al-Azhar University, Gaza, 2010, p. 4 and beyond
26. Dr. Naji Abdel-Mumin, International Trade Contracts, Long-Term International Trade Contracts and Limits of the Force-Binding Principle of the Contract, 1994, p. 35.
27. Dr. Ragab Abdel Karim, Contract Negotiation, Arab Renaissance House, 2000, p. 277 and beyond.
28. Al-Muhammadi, Saddam Faisal, Negotiating Contracts between Freedom and Restriction, Journal of the College of Law, Al-Nahrain University, Issue 1, Volume 1, 2009, p. 4.
29. Al-Ghanimi: Ali Hamza Abbas, Contract Bid and Bid Negotiation in Administrative Contracts, Comparative Study, Master Thesis in Public Law, Al-Mustansiriya University, 2010, p. 104.
30. Dr. Mohamed Ahmed Abdel-Naeem, the stage of negotiations in administrative contracts, a comparative study, Arab Renaissance House, Cairo, 2000, p. 45.
31. Abdul-Latif Nayef Abdul-Latif Al-Jubouri, The Legal Organization of Negotiations in Administrative Contracts, A Comparative Study, PhD Thesis, College of Law, University of Baghdad, 2006, p. 46.
32. Farid Kadhimi Sidra Al-Atwani, Negotiation Strategy and Its Impact on Government Contract Management, An Exploratory Study at the Baghdad Health Department, Al-Rusafa, Research presented to the College of Administration and Economics, University of Kufa as part of the requirements for obtaining a higher diploma, 2016, p. 71. And also see Al-Muhammadi, a previous source, p. 11.