

Electronic Expression of Will in Public Procurement Contracts: A Comparative Study

Dr. Bendjerad Abderrahmane

University of Adrar, Algeria
bendjerad@univ-adrar.edu.dz

Dr. Mahdaoui Abdelkader

University of Adrar, Algeria
mahdaouiak@univ-adrar.edu.dz

Received: 02.04.2026 Accepted: 14.08.2026 Publishing: 27.09.2026

Abstract

Whereas the expression of will in contracting for the conclusion of public procurement contracts was previously surrounded by numerous difficulties and barriers that impeded contracting parties from concluding their contracts, these difficulties and barriers have become a thing of the past with the emergence and development of information and communication technologies. Numerous portals and websites have been established for such transactions, through which contracts are concluded and data are stored for subsequent consultation whenever necessary.

The aim of this study is to benefit from the experiences of countries in the field of electronic administrative transactions and apply them to public procurement in order to achieve the objectives sought in this area. Among the findings is that the experience of electronic transactions in public procurement has been successful, resulting in the realization of its general principles: freedom of access to public procurement, transparency, equality, and protection of public funds.

Keywords: electronic expression of will; electronic transactions; public procurement.

Introduction

Public procurement contracts are usually concluded through an announcement, whose legal characterization has been interpreted by legal scholars in two ways. Some regard the announcement as an offer awaiting acceptance and subject to the same procedures governing contracts under private law. Others consider it merely an invitation to contract, with the response constituting a new offer that must itself be accepted for the contract to be concluded.

¹ Received: 02/04/2026; Accepted: 14/08/2026; Published: 27/09/2026

© 2026 The Author. Published by AVADA-CROMA. This is an open-access article distributed under the terms of the Creative Commons Attribution 4.0 International License (CC BY 4.0), which permits unrestricted use, distribution, adaptation, and reproduction in any medium, provided that the original author and source are properly credited.
<https://creativecommons.org/licenses/by/4.0/>

As is well known, the expression of will comprises an offer and an acceptance, subject to the conditions governing an offer, for a contract to be formed. In public procurement, the contract is announced in accordance with the procedures prescribed by public procurement legislation. The announcement takes the form of tender specifications prepared by the contracting authority and published in newspapers. The economic operator then completes and signs these specifications in accordance with the conditions laid down by the contracting authority.

With the dawn of technological development and the emergence of the Internet, announcements acquired a new form and began to be made through portals or websites established for this purpose. Contracting authorities publish their procurement opportunities on these portals, which are expected to require registration by both contracting authorities and economic operators. Anyone wishing to conclude a contract with a contracting authority responds to the invitation to tender through the same portal or website.

Aim of the study: This study seeks to benefit from the experiences of countries that have taken the lead in electronic administrative transactions and apply them to public procurement in order to achieve the objectives sought in this field.

Methodology: This study of the electronic expression of will in public procurement adopts the descriptive-analytical approach, through which doctrinal and legal texts are analysed to reach findings that serve the research objective, in addition to the comparative approach.

Research problem: How is will expressed electronically in public procurement, both by contracting authorities when issuing announcements and by economic operators when responding to them? Is the announcement of a public contract an offer, or merely an invitation to contract?

Hypotheses and structure: The research question is addressed through two sections. The first examines the electronic offer, or invitation to tender, in public procurement (the announcement). The second examines electronic acceptance in public procurement (the response to the invitation to tender).

Section One: The Electronic Offer in Public Procurement (Announcement)

It is generally accepted that a contract cannot be concluded unless two wills converge: the will of the offeror, who makes the offer, and that of the offeree, who wishes to accept it. In public procurement, the offer is made by means of an electronic announcement published by the contracting authority through portals established for this purpose, with acceptance expected under the specified conditions and through the same portals. How, then, is a public contract announced electronically (first), and to what extent should the electronic announcement be regarded as an offer rather than merely an invitation to contract (second)?

First: Electronic Announcement of a Public Contract (Electronic Offer)

Since the purpose of the announcement is to inform interested parties of the contracting authority's intention to carry out a particular project and its search for an economic operator with whom to contract for that project, it is necessary first to explain the concept of the electronic offer (1), then identify its forms (2), and finally set out its characteristics (3).

1. Concept of the Electronic Offer

In public procurement, an electronic offer is an announcement published by a contracting authority through an electronic portal for the purpose of concluding a contract with an economic operator to carry out a particular project. Various definitions have been advanced to explain the concept of the electronic offer. It is therefore appropriate to present the doctrinal concept of the electronic offer (A), followed by its legal concept (B).

A. Doctrinal Concept of the Electronic Offer

An electronic contract is defined as an agreement in which an offer and acceptance meet through an international telecommunications network at a distance, using an audio or visual medium that enables interaction between the offeror and the offeree.² An electronic contract is also defined as a contract in which offers for goods and services, expressed through various technological media—particularly the global information network—made by persons located in different countries, are accepted through the same media, thereby completing the contract.³

Under general rules, an offer is a proposal to contract.⁴ Such a proposal must be definitive and complete. To qualify as a contractual offer, it must be made in accordance with certain conditions and addressed by one person to another person, to persons not individually identified, or to the public at large.

An electronic offer is an expression of the offeror's will addressed to the other party with the intention of producing a legal effect. A contract is concluded when that offer is met by a corresponding acceptance. In accordance with the general rules governing offers, it must contain the essential elements of the intended contract and must be definitive and specific.⁵

Like a traditional offer, an electronic offer must be definite, specific, and final, with no reservation of the right to withdraw, meaning that the offeror intends to conclude the contract as soon as acceptance is given. If the offeror reserves the right to state that they are not bound by the proposal even if it is accepted, the proposal is not an offer but merely an invitation to contract.

It follows from the foregoing that an electronic offer is an expression of the will of a person wishing to contract remotely through an international communications network using audio-visual means. It contains all the elements necessary for concluding the contract, so that the person to whom it is addressed can accept it directly.⁶ Accordingly, it does not differ in substance from a traditional offer; only the means used differ.⁷

In public procurement, the offer may be an announcement published in journals, as in traditional procedures, or a proposal posted on an electronic portal to announce a particular procurement opportunity. The latter is known as an electronic offer made through an electronic portal.

2 Osama Abu Al-Hassan Mujahid, *The Mediator in Electronic Transactions Law*, Dar Al-Nahda Al-Arabiya, Egypt, 1st ed., 2007, p. 120.

3 Mohamed Hussein Mansour, *Electronic Liability*, Mansha'at Al-Maaref, Alexandria, 2006, p. 17.

4 Sabri Hamad Khater, *The General Theory of Obligation: Sources of Obligation*, 1st ed., Faculty of Law, University of Bahrain, 2009, p. 56.

5 Nabil Mohamed and Ahmed Sobaih, "Consumer Protection in Electronic Transactions (A Comparative Study)," *Journal of Law*, no. 2, June 2008, Kuwait, p. 185.

6 Mohamed Hussein Mansour, *Electronic Liability*, Dar Al-Jami'a Al-Jadida, 2003, p. 67.

7 Khaled Mamdouh Ibrahim, *Conclusion of the Electronic Contract: A Comparative Study*, Dar Al-Fikr Al-Jami'i, Alexandria, 2011, p. 318.

B. Legal Concept of the Electronic Offer

Given the recent proliferation of electronic transactions and the problems they have raised in public and private discourse, many legislatures have established definitions and rules governing these transactions in order to remove ambiguity. Among the relevant instruments is the European Directive adopted in 1997 on consumer protection in distance contracts, which defined an electronic contract as a contract relating to goods and services concluded between a supplier and a consumer within the regulatory framework for distance selling or the provision of services organized by the supplier, using one or more electronic means of communication until the contract is concluded.

Article 11 of the 1996 UNCITRAL Model Law on Electronic Commerce provides that, in the context of contract formation and unless otherwise agreed by the parties, data messages may be used to make an offer and accept an offer. A contract is not to be denied validity or enforceability solely because a data message was used for that purpose.⁸

French civil legislation also recognizes the possibility of using electronic means in the contractual arrangements contemplated by law.⁹

The Omani Electronic Transactions Law provides that, for the purposes of contracting, an offer and acceptance may be expressed by electronic messages, and such expression is binding on all parties when made in accordance with the Law. A contract does not lose its validity or enforceability merely because it was concluded by means of one or more electronic messages.¹⁰

A contract may also be concluded between automated electronic systems comprising one or more electronic information systems that have been programmed in advance to perform such tasks. The contract remains valid and effective even where no natural person personally or directly intervenes in its conclusion.¹¹

Algerian public procurement legislation provides that contracting authorities may make documents relating to invitations to tender available to bidders or candidates for public contracts electronically.¹² Presidential Decree No. 15-247, containing the Public Procurement and Public Service Delegation Code, likewise authorizes contracting authorities to make such documents available electronically, according to a timetable established by a decision of the minister responsible for finance.¹³ One of the essential purposes of the electronic portal is to publish tender notices, invitations for prequalification, and consultation letters.¹⁴

8 Article 11, UNCITRAL Model Law on Electronic Commerce, United Nations, New York, 2000, p. 8.

9 Article 2 of Directive 97/7/EC of the European Parliament and of the Council of 20 May 1997 concerning the protection of consumers in respect of distance contracts.

10 See Article 12 of Royal Decree No. 69/2008 of 17 May 2008 promulgating the Omani Electronic Transactions Law, Official Gazette, no. 864, p. 42.

11 See Article 13 of Royal Decree No. 69/2008, cited above.

12 See Article 174 of Presidential Decree No. 10-236 of 10 October 2010 on the Public Procurement Code, Official Gazette, no. 58, issued 7 October 2010.

13 See Article 204 of Presidential Decree No. 15-247 of 16 September 2015 on the Public Procurement Code, Official Gazette, no. 50, issued 20 September 2015.

14 See Article 9 of the Ministerial Order of 17 November 2013 specifying the content of the electronic public procurement portal, its management, and the electronic exchange of information, Official Gazette, no. 21, issued 9 April 2014.

2. Forms of the Electronic Offer

The electronic offer generally takes three forms: an offer by email (A), an offer through a website (B), and an offer through electronic chat or video communication (C).

A. Offer by Email

An offer made over the Internet is essentially the same as a traditional offer; the tools differ, while the substance and content remain the same. Thus, an offer in an electronic contract may be made instantaneously through a global network that transmits sound and images in real time. It is also more convenient and faster for transmitting data and electronic text. This is consistent with the conditions governing traditional offers required by most legal systems, particularly in distance contracting, so that an offer is not misleading or exaggerated.¹⁵

A key feature of an offer made by email is that it may target a particular category of recipients, on the assumption that they are interested in its content. The offeror sends the proposal to the recipient's email address. It may be directed to one specific person or to a particular group. In the first case, the offer is binding only if it includes a period during which the offeror undertakes to maintain it. If no time limit is specified, the contract may nevertheless be concluded where a matching acceptance is received; otherwise, the offer lapses if the offeree acts in a way that indicates rejection of its content. In the second case, where the offer is directed to several people, it is considered merely an invitation to contract.¹⁶

Email therefore makes contractual offers readily accessible and enables the conditions imposed by different legal systems on offers to be satisfied without significant difficulty.¹⁷

B. Offer Through the World Wide Web

An offer made through the Web does not differ greatly from an offer published in newspapers or broadcast on television; its distinguishing feature is that it remains available around the clock.^{18,19}

Contracting through a website is one of the most important forms of online contracting. The offer appears on the website of the trader who owns the goods or provides the service, setting out information such as the type and price. The website owner may also provide a three-dimensional image of the goods, allowing visitors to view them clearly online. The image must be clear and accurately represent the goods, because it has become an integral part of the offer and may determine whether the other party decides to conclude the contract.²⁰

15 Ziad Tareq Jassim Al-Rawi, "Electronic Consent: A Comparative Study," *Scientific Journal of the University of Karbala*, vol. 7, no. 1, Humanities, 2009, p. 67.

16 Ahmed Amdah, *Electronic Commerce from the Perspective of Islamic Jurisprudence*, Master's dissertation, Faculty of Islamic Sciences, University of Hadj Lakhdar, Batna, Algeria, 2006, p. 59.

17 Abdelhamid Badi, *Offer and Acceptance in the Electronic Contract*, Master's dissertation in Law, Contracts and Liability, Faculty of Law, Ben Aknoun, University of Algiers 1, 2012, p. 15.

18 The World Wide Web is a vast collection of documents stored on a computer network, enabling individuals or entities to access information about other entities or persons made available through a technological service that organizes and facilitates the use of data and information. See Rahima Al-Saghir Nemdili, *The Electronic Administrative Contract: An Analytical Comparative Study*, Dar Al-Jami'a Al-Jadida, Al-Azariya, Egypt, 2007, p. 25.

19 Nouwara Hamilil, "Electronic Contracting: An Equation between the Provisions of Civil Law and the Principle of Freedom of Contract," *Legal Studies Journal*, University of Abou Bekr Belkaid, Tlemcen, Faculty of Law, no. 4, 2007, p. 25.

20 Sameh Abdelwahid Al-Tahami, *Contracting via the Internet: A Comparative Study*, 1st ed., Dar Al-Kutub Al-Qanuniyya, Egypt, 2008, p. 140.

An offer published on a website is generally addressed to the public rather than to a particular person. In this respect, it resembles offers published in newspapers, broadcast on television, or displayed on screens in public squares and along roads.²¹

C. Offer Through Electronic Chat or Video Communication (Chat)

This means enables an Internet user to see the person with whom they are communicating on a computer screen and speak with them through a camera on each party's computer. One party may make an offer and the other may accept it, in which case the contract is concluded through the meeting of offer and acceptance. This is legally treated as a contract between persons deemed to be present.²²

The general rules governing contracts between persons present in time, as set out in Article 64 of the Algerian Civil Code, apply to this type of offer.²³ In video communication, the computer functions as a video telephone. The offeror may speak on behalf of a group of people gathered in the same place, and the offer may be made directly through speech, writing, visual communication, or all of these simultaneously.²⁴ In such cases, the general rules governing contracts between persons present in both time and place apply.²⁵

3. Characteristics of the Electronic Offer

As explained above, an electronic offer expresses the will of a person wishing to contract remotely through an international communications network using audio-visual means, and contains all the elements necessary for concluding a contract so that the addressee can accept it directly. The electronic offer is therefore characterized by being made at a distance (A), transmitted through an electronic intermediary (B), and generally international in scope (C).

A. The Electronic Offer Is Made at a Distance

Since a contract concluded over the Internet belongs to the category of distance contracts, the offer itself falls within that category and is therefore subject to the rules specifically governing consumer protection in distance contracts.²⁶

This characteristic follows from the nature of the electronic contract: the electronic offer is also made at a distance and is consequently subject to the rules protecting consumers in distance transactions. These rules impose obligations on suppliers of goods or services under European Directive No. 97/7 and French Decree No. 2001-741 of 3 August 2001. They require the supplier to provide information about the trader's identity, address and principal place of business, email address, the essential characteristics of the products and services offered, their prices, payment methods, and delivery arrangements. They also

21 Tarek Abdelrahman Kamil, *Contracting via the Internet and Its Effects: A Comparative Study*, Master's dissertation, Faculty of Legal, Economic and Social Sciences, Mohammed V University, Rabat, 2004, p. 47.

22 Nouwara Hamlil, cited above, p. 250.

23 Article 64 of Ordinance No. 75-58 of 26 September 1975 promulgating the Algerian Civil Code, Official Gazette, no. 78, issued 30 September 1975, as amended and supplemented.

24 Tarek Abdelrahman Kamil, *Contracting via the Internet and Its Effects: A Comparative Study*, Master's dissertation, Faculty of Legal, Economic and Social Sciences, Mohammed V University, Rabat, 2004, p. 148.

25 Sameh Abdelwahid Al-Tahami, *Contracting via the Internet: A Comparative Study*, 1st ed., Dar Al-Kutub Al-Qanuniyya, Egypt, 2008, p. 74.

26 Khaled Mamdouh Ibrahim, *Conclusion of the Electronic Contract: A Comparative Study*, Dar Al-Fikr Al-Jami'i, Alexandria, 2011, p. 252.

provide consumers with a right to withdraw from the contract and require information about customer service and the warranty period.²⁷

B. The Electronic Offer Is Made Through an Electronic Intermediary

An electronic offer requires an electronic intermediary, namely an Internet service provider, through which the offer is displayed. The offer does not become effective merely when it is issued by the offeror; rather, it becomes effective when it is made available over the Internet. Its material existence is established from that point, and the legal consequences associated with an offer follow.²⁸

C. The Electronic Offer Is Generally International

An electronic offer is made through electronic media and an international communications network. It is therefore not confined by the political or geographical boundaries of a state and is generally international in character, reflecting the openness and global reach of the Internet.

Nevertheless, some scholars argue that there is nothing to prevent an electronic offer from being restricted to a defined geographical area and thus having a specific geographical and spatial scope. The offeror may limit the goods or services offered to a particular, clearly defined region.²⁹

Second: Is the Electronic Announcement an Offer or Merely an Invitation to Contract?

To determine whether an electronic announcement constitutes an offer or merely an invitation to contract, it is first necessary to identify the conditions of an electronic offer (1) and then distinguish it from similar concepts (2).

1. Conditions of the Electronic Offer

Ambiguity in the contractual obligations of the parties entails considerable risk. For this reason, legal systems require a high degree of clarity in contractual terms before recognizing a contract as valid. A contract is a means of exchanging money and wealth among individuals, and caution is therefore required to ensure clarity in the terms governing such transfers. Accordingly, for an electronic offer to be recognized, like a traditional offer, as a final expression of will,³⁰ it must satisfy formal requirements (A) and substantive requirements (B).

A. Formal Requirements of the Electronic Offer

The formal requirements include identifying the essential matters of the contract. It is not enough for an expression intended as an offer to specify the essential matters; it must also avoid any statement negating the intention to be legally bound if the other party accepts it. If the expression negates that intention, it is not an offer to contract but merely an invitation to contract.³¹

Another formal requirement is the identification of the language used in contracting. Article 18 of Law No. 09-03 on Consumer Protection and the Prevention of Fraud provides that Arabic must be used as

²⁷ See Khaled Mamdouh Ibrahim, cited above, p. 252.

²⁸ Mohamed Fawaz Al-Mutalaqa, *A Brief Guide to Electronic Commerce Contracts: A Comparative Study*, Dar Al-Thaqafa for Publishing and Distribution, 2008, p. 63.

²⁹ Majid Mohamed Suleiman Aba Al-Khail, *The Electronic Contract*, Al-Rushd Publishers Library, Riyadh, Saudi Arabia, 2009, p. 44.

³⁰ Abdelhamid Badi, cited above, p. 18.

³¹ Abdelhamid Badi, cited above, pp. 20–21.

the primary language, or one or more other languages easily understood by consumers, in a visible, legible, and indelible manner.³²

The means used to conclude the contract should also be identified. The UNCITRAL Model Law on Electronic Commerce provides that, in the context of contract formation and unless the parties agree otherwise, a data message may be used to form a contract, and the contract may not be denied validity or enforceability merely because a data message was used for that purpose.³³

B. Substantive Requirements of the Electronic Offer

Most legal systems require the offeror or the person advertising goods on a website to inform buyers of all the characteristics and features of the goods offered for sale. In accordance with legitimate expectations and the principle of good faith, the seller must also provide the consumer with information that unequivocally establishes the seller's identity at the time the electronic offer is made. This requires precise and clear identification, including the seller's first and last name, address, telephone number—so that they can be contacted at any time, including offline—and postal address. If the seller is a legal person, such as a company, its name, registered address, and information about its commercial activity must be specified.³⁴

The offeror must also specify the period for which the offer remains open. An offer binds its maker where it is accompanied by a period expressly or implicitly specified. If the offeror sets a period for acceptance, the offer must be maintained until that period expires, allowing the person to whom it is addressed to decide whether to accept or reject it.³⁵

2. Distinguishing the Electronic Offer from Similar Concepts

In electronic commercial offers, it is often difficult to determine whether a particular proposal is a genuine offer or merely an advertisement (A), or whether it is only an invitation to contract (B).

A. Distinguishing the Electronic Offer from an Electronic Advertisement

The European directive on consumer protection in distance contracts defines an electronic offer as any distance communication containing all the elements necessary to enable its recipient to enter into a contract directly, excluding mere advertising.³⁶

Advertising is defined as a set of messages disseminated by a public or private person in the course of commercial, industrial, or professional activities, with the aim of promoting products or services.³⁷

32 Law No. 09-03 of 25 February 2009 on Consumer Protection and the Prevention of Fraud, Official Gazette, no. 15, issued 8 March 2009.

33 Rami Mohamed Alwan, "Expression of Will via the Internet and Proof of Electronic Contracting," Journal of Law, Academic Publication Council, Kuwait, vol. 26, no. 4, December 2002, p. 249.

34 Osama Ahmed Badr, Consumer Protection in Electronic Contracting, Dar Al-Jami'a Al-Jadida, 2005, p. 168. See also Yamena Houhou, The Electronic Sale Contract: A Comparative Study, PhD thesis in Sciences, University of Algiers 1, Faculty of Law, academic year 2011–2012, p. 80; and Mohamed Ibrahim Abu Al-Haija, Electronic Commerce Contracts, Dar Al-Thaqafa for Publishing and Distribution, 1st ed., Amman, 2002, p. 42.

35 See Article 63 of Ordinance No. 75-58 of 26 September 1975 promulgating the Algerian Civil Code, Official Gazette, no. 78, issued 30 September 1975.

36 Article 2 of Directive 97/7/EC of the European Parliament and of the Council of 20 May 1997 concerning the protection of consumers in respect of distance contracts: "Any distance communication containing all the elements necessary for its recipient to enter directly into a contractual commitment, mere advertising being excluded."

37 European rules on transfrontier television, adopted in 1997; see the website www.europa.eu.int/directive.

In public procurement, a call-for-tenders notice should, for example, state the name, address, and tax identification number of the contracting authority; the tendering procedure; qualification or preselection requirements; the subject of the operation; a brief list of required documents; the period for preparing tenders and the place for their submission; the validity period of tenders; and, where applicable, the cost of the documents.³⁸

Under French public procurement law, in all public purchasing procedures and framework agreements, written documents referred to in the Code may be replaced by electronic exchange or by the production of electronic physical media, in accordance with the provisions of the relevant article. The method of transmission must be indicated in the public notice of competition or, where there is no such notice, in the consultation documents. Applicants must use the same method of transmission for all documents sent to the contracting authority.³⁹

Two approaches have emerged in determining whether an electronic announcement constitutes an offer. The first holds that an announcement is not an offer but merely an invitation to contract, because the person to whom the offer is addressed has not been identified, and because such advertising may exert psychological pressure on consumers and encourage them to purchase unnecessary goods.⁴⁰

The second approach considers an announcement sent through distance communication technologies to be an offer addressed to the public, provided that it contains the essential elements of the intended contract, such as a complete and unambiguous description of the goods or services and the price. If it does not contain these elements, it is merely an invitation to contract, consistent with the concept of an offer.⁴¹

It should be noted that an advertisement constitutes an offer when the advertiser intends to be bound by the contract if a matching acceptance is received. Such intention may be demonstrated by an undertaking to conclude the contract, for example by allowing the customer to send a response through the Web indicating a wish to contract on the basis of the elements stated in the advertisement, or to respond by email. This is the approach adopted by the UNIDROIT Principles.⁴²

B. Distinguishing the Electronic Offer from an Invitation to Contract

The period preceding the conclusion of an electronic contract may involve several forms of expression of will. Some constitute a complete offer, upon which a contract is concluded as soon as acceptance is

38 See Article 62 of Presidential Decree No. 15-247 of 16 September 2015 on the Public Procurement Code, Official Gazette, no. 50, issued 20 September 2015.

39 Article 56 of Decree No. 2011-1000 of 25 August 2011, repealed by Ordinance No. 2015-899 of 23 July 2015, Article 102. Under Article 51(II) of Decree No. 2011-1000 of 25 August 2011, in all public procurement procedures and framework agreements, written documents mentioned in the Code may be replaced by electronic exchange or by the production of electronic physical media, subject to the provisions of that article.

40 Mohamed Shaheen Al-Khatib, "Expression of Consent in Electronic Commerce Contracts over the Internet," Conference on Banking Operations between Theory and Practice, Yarmouk University, Jordan, 22–23 December 2002, p. 14.

41 Abd Allah Al-Kharshoum, "Electronic Commerce Contracts over the Internet," Conference on the Legal and Security Aspects of Electronic Transactions, Research and Studies Centre, Dubai Police Academy, United Arab Emirates, 26–28 April 2003, p. 291.

42 Nidal Salim Barham, Provisions of Electronic Commerce Contracts, Dar Al-Thaqafa for Publishing and Distribution, 1st ed., 2nd printing, 2009, p. 60.

given; others are merely invitations to negotiate. The latter refers to a proposal made by a person who wishes to enter into a contract without specifying its elements and terms.⁴³⁴⁴

It is difficult to distinguish, in online advertisements, between an offer in the legal sense and a mere invitation to negotiate or contract. If the announcement is treated as an offer and receives matching acceptance, the electronic contract is concluded. If it is treated merely as an invitation to negotiate or contract, no contract is formed. This raises the question of the criterion for distinguishing an electronic offer from negotiations.⁴⁵

Article 11 of the UNCITRAL Convention on the Use of Electronic Communications in International Contracts, under the heading 'Invitations to make offers', provides that a proposal to conclude a contract made through one or more electronic communications, which is not addressed to one or more specific parties but is generally accessible to parties using information systems—including proposals using interactive applications to place orders through such systems—is to be considered an invitation to make offers, unless it clearly indicates the intention of the person making the proposal to be bound in the event of acceptance.⁴⁶

In our view, an announcement of a public procurement opportunity does not constitute an offer, since it is not addressed to one or more specific parties and is accessible to parties using information systems. It should instead be treated as an invitation to contract. The response to the invitation to tender submitted by economic operators constitutes an offer awaiting acceptance by the contracting authorities. As is known, the electronic announcement of a public contract is made through an electronic portal on which the contracting authority publishes electronic tender specifications that serve as an invitation to contract under the conditions set out therein. Economic operators complete and sign those specifications and submit them to the contracting authorities through the same portal; this constitutes an offer. The contracting authority's approval of the specifications signed by the economic operator constitutes acceptance, thereby concluding the contract.

43 An invitation to contract means a proposal made by a person wishing to contract without specifying its elements and conditions, whereas an offer is a definitive expression of will containing all the essential elements of the contract. See Zainab Batalami, *Offer and Acceptance in Electronic Contracting*, Master's dissertation, Faculty of Law, M'hamed Bougara University of Boumerdes, 2014, p. 39.

44 Faisal Mohamed Kamal Abdel Aziz, *Legal Protection of Electronic Commerce Contracts*, PhD thesis, Faculty of Law, Cairo University, 2008, p. 23.

45 Fadi Mohamed Imad Tawkal, *Electronic Commerce Contract*, Al-Halabi Legal Publications, 1st ed., Beirut, Lebanon, 2010, p. 81.

46 See Article 11 of the United Nations Convention on the Use of Electronic Communications in International Contracts, Resolution No. 60/21, adopted on 23 November 2005, New York; distribution date: 9 December 2005.

Section Two: Electronic Acceptance in Public Procurement (Response to the Invitation to Tender)

In public procurement, electronic acceptance is the response made by the contracting authorities to the offer submitted by economic operators in response to an invitation to tender, under the same conditions established by the contracting authorities through an electronic portal created for this purpose. To determine the meaning of electronic acceptance, it is necessary first to examine its concept (First), and then the convergence of electronic offer and electronic acceptance (Second).

First: The Concept of Electronic Acceptance

To understand the concept fully, its doctrinal meaning (1) and its legal meaning (2) must be considered.

1. The Doctrinal Concept of Electronic Acceptance

Acceptance, in general, is the offeree's agreement to the offer presented by the offeror. Acceptance may be oral, written, or inferred from conduct. In all cases, it must be unconditional and correspond to the conditions stipulated by the offeror in order to produce an effect in the formation of the contract. It is therefore the second expression of will in the contract: an unequivocal manifestation of the will of the party to whom the offer is addressed, indicating consent to enter into the contract.⁴⁷⁴⁸

Under the general rules, acceptance is a response to an offer: it is an expression of the will of the person to whom the offer is addressed to conclude a contract on the basis of that offer. It must correspond exactly to the offer in order to bring the contract into existence. Otherwise, no contract is formed; if the acceptance differs from the offer, it is regarded as a new offer rather than acceptance.⁴⁹⁵⁰

2. The Legal Concept of Electronic Acceptance

Article 204(2) of Presidential Decree No. 15-247 on public procurement provides that tenderers or candidates for public contracts may respond electronically to an invitation to tender, according to a timetable established by a decision of the minister responsible for finance.⁵¹

47 See Ibrahim al-Desouki Abu al-Lail, previously cited work, p. 86.

48 See Ahmed Sharaf al-Din, 'Offer and Acceptance in Electronic Contracting and the Settlement of Its Disputes,' paper presented at the First Scientific Conference on the Legal and Security Aspects of Electronic Transactions, Dubai, United Arab Emirates, 2003, pp. 26–28.

49 See Sabri Hamad Khater, previously cited work, p. 58.

50 Aqdas Safa al-Din Rashid al-Bayati, 'Expression of Will in Electronic Contracting: A Comparative Legal Study,' *Academic Journal of Legal Research*, vol. 13, no. 1 (2016), p. 60.

51 Paragraph 2 of Article 204 of Presidential Decree No. 15-247 on Public Procurement, previously cited.

Data messages may be used to express an offer and its acceptance. Where a data message is used in forming a contract, the contract does not lose its validity or enforceability merely because a data message was used for that purpose.⁵²

The Jordanian Electronic Transactions Law likewise provides that an information message is a legally accepted means of expressing intent for the purpose of making an offer or acceptance with a view to creating a contractual obligation.⁵³

Second: The Convergence of Electronic Offer and Electronic Acceptance

The convergence of an electronic offer and electronic acceptance is preceded by a stage known as electronic negotiation (1). Where the two expressions of will correspond, the contract is formed through the meeting of offer and acceptance (2).

1. Electronic Negotiation

A contract in general, and an electronic contract in particular, does not always take the simple form of two parties expressing their respective wills by ordinary or electronic means and thereby concluding the contract. Scientific progress and economic development have produced contracts of major importance to individuals and societies. Such contracts do not necessarily proceed directly to formation; they are often preceded by negotiations, which the prospective parties use to organize their dealings and determine each party's rights and obligations.⁵⁴

To examine electronic negotiation adequately, its concept (A), its importance in the formation of an electronic contract (B), and its forms (C) must be addressed.

A. The Concept of Electronic Negotiation

Some define electronic negotiation as dialogue, discussion, the exchange of ideas and opinions, and bargaining through interaction between parties, either by direct communication or by electronically exchanging data through email, with the aim of reaching a particular agreement concerning an interest or a problem.⁵⁵

Another definition describes it as an offer addressed to a specific or unspecified person for the purpose of initiating discussions aimed at concluding a contract. During this stage, each party seeks to determine the terms of the proposed contract in accordance with its own interests, making use of all its abilities and negotiating skills.⁵⁶

Many laws governing electronic transactions expressly refer to the contractual negotiation stage. For example, Egyptian electronic-commerce legislation defines an electronic contract as a contract in which

⁵² Article 11 of the UNCITRAL Model Law on Electronic Commerce, previously cited.

⁵³ Article 9 of Jordanian Law No. 15 of 2015 on Electronic Transactions.

⁵⁴ Khaled Bakhled Ajali, *The Legal Regime of the Electronic Contract in Algerian Legislation: A Comparative Study*, PhD dissertation in Law, Faculty of Law and Political Science, Mouloud Mammeri University, Tizi Ouzou, 2014, p. 142.

⁵⁵ Khaled Mamdouh Ibrahim, previously cited work, p. 268.

⁵⁶ Suleiman Dayeh Barak al-Jumaili, *Contractual Negotiations: A Comparative Study*, master's thesis, Faculty of Law, Al-Nahrain University, 1998, p. 60.

the will of one or both parties is expressed, negotiations take place, or documents are exchanged, wholly or partly, through an electronic intermediary.⁵⁷

B. The Importance of Electronic Negotiation in Forming an Electronic Contract

Negotiations are important when interpreting a contract. They may help a judge identify the parties' true intentions where contractual provisions are ambiguous or incomplete, serving as judicial evidence or as a factual circumstance surrounding the dispute.⁵⁸

Electronic contracts are concluded at a distance, which may give rise to concern, ambiguity, and uncertainty regarding practical aspects of the transaction, including verification of the contracting party's identity and the nature of the subject matter, the guarantees provided to achieve the purpose of the contract, and the methods for performing obligations. These matters can be examined preliminarily during negotiations.⁵⁹

Rights and obligations are defined precisely during negotiations. The contracting parties seek to identify clearly and accurately the obligations and principles governing their contractual relationship. This stage therefore allows each party to assess in advance the obligations it will bear and the rights it wishes to obtain.⁶⁰

Negotiation is also so important in electronic contracting that some writers have argued it should form part of the contract concluded online and constitute a fundamental condition for its conclusion, rather than merely a preliminary stage left to the parties' discretion and changing positions.⁶¹

C. Forms of Electronic Negotiation

Electronic negotiation takes several forms, including negotiation by email. At present, email is one of the most important services available on any computer network, not merely on the Internet.⁶²

In email negotiations, the person wishing to negotiate accesses their email account and sends a message to the intended recipient's email address. The message contains certain terms and information relating to the proposed contract and is transmitted using specialized electronic messaging technology. It is stored in the recipient's mailbox, and upon reading it, the recipient may accept, reject, or propose amendments.⁶³

Another form is negotiation through online conversation or videoconferencing. A person wishing to negotiate uses Internet-based applications, including discussion forums, to contact others interested in negotiating over the same goods or services. This creates communication and interaction between

⁵⁷ Bashar Talal Ahmad al-Momani, *Problems of Contracting over the Internet: A Comparative Study*, PhD dissertation, Faculty of Law, Mansoura University, Egypt, 2003, p. 56.

⁵⁸ Bashar Mahmoud Dudin and Mohammad Yahya al-Mahasneh, *The Legal Framework of Contracts Concluded over the Internet*, Dar al-Thaqafa for Publishing and Distribution, 2010, p. 97.

⁵⁹ Mohammad Hussein Mansour, *Electronic Liability*, Dar al-Jami'a al-Jadida, Egypt, 2007, pp. 44–45. See also Elias Nasseef, *International Contracts: The Electronic Contract in Comparative Law*, Al-Halabi Legal Publications, Lebanon, 2009, pp. 80–81.

⁶⁰ Ahmad Khaled al-Ajlouni, previously cited work, p. 99.

⁶¹ See Khaled Mamdouh Ibrahim, previously cited work, p. 270; and Ahmad Khaled al-Ajlouni, previously cited work, p. 103.

⁶² Amal Habet, *Exploitation of Internet Services*, master's dissertation in Business Law, Faculty of Law, Mouloud Mammeri University, Tizi Ouzou, p. 97.

⁶³ Nazih Mohammad al-Sadiq al-Mahdi, 'Formation of the Electronic Contract,' paper presented at the Conference on Electronic Transactions, Electronic Commerce and E-Government, Emirates Center for Strategic Studies and Research, 19–20 May 2001, pp. 206–207.

network users. The parties exchange expressions of their intentions regarding goods or services and discuss the contract and how it should be concluded through simultaneous audio and video communication.⁶⁴

Videoconference negotiation connects computers to audio-visual communication devices, using a microphone and a video camera installed on each participant's device. Each party can hear and see the other, and they can also exchange written data instantly. Negotiation thus takes place through sound, image, and text; this is commonly known as videoconferencing.⁶⁵

2. The Convergence of Electronic Offer and Electronic Acceptance

Legal scholars generally agree that electronic contracting does not differ in substance from ordinary contracting. However, electronic contracts are, in most cases, concluded between parties who are not physically assembled in one place, using electronic means. The offer and acceptance are communicated through those means, and the contract is formed when a valid electronic offer meets a corresponding electronic acceptance. This meeting of wills establishes the agreement necessary for contract formation.⁶⁶ To clarify this point, the electronic contracting session (A) and the distinction between contracts concluded between persons present and those concluded between absent persons (B) will be examined.

A. The Electronic Contracting Session

A contracting session may be actual or legally constructive. The distinction is based on time and place. Most legal scholars consider the key criterion distinguishing contracting between persons present from contracting between absent persons to be whether there is a time interval between the issuance of acceptance and the offeror's knowledge of it.⁶⁷

In view of the rapid development of communication technologies, each medium should be assessed separately. If, for example, the Internet is used to transmit voice, the view that the contract is concluded between persons present in time but absent in place is persuasive. This resembles contracting by telephone and makes Article 64 of the Algerian Civil Code applicable: the contracting session is legally constructive. If the Internet transmits both sound and image, however, the absence of a time interval and the effective disappearance of distance mean that place loses significance and the contract is concluded between persons present, since each party can see and hear the other and examine the subject matter. As for email, the same approach proposed by some scholars concerning text messages on mobile phones may apply: if messages are exchanged immediately, the contract is between persons present; if there are time gaps, it is between absent persons.⁶⁸

In electronic public procurement, the contracting session is the electronic portal on which the contracting authorities publish the notice and through which economic operators submit their responses

⁶⁴ Nazih Mohammad al-Sadiq al-Mahdi, previously cited work, p. 208.

⁶⁵ Iman Mamoun Ahmad Suleiman, *Legal Aspects of the Electronic Commerce Contract*, PhD dissertation in Law, Faculty of Law, Mansoura University, 2006, p. 89.

⁶⁶ Abdul Hamid Badi, previously cited work, pp. 39–40.

⁶⁷ See Khaled Mamdouh Ibrahim, previously cited work, p. 285.

⁶⁸ Khaled Bakhled Ajali, previously cited work, p. 197.

by completing the specifications. Presidential Decree No. 15-247 on public procurement and public-service delegations provides that information and documents submitted through the portal are used to create a database in compliance with applicable legislative and regulatory provisions. Tenderers' application files are retained for use in subsequent procedures.⁶⁹ Accordingly, the portal's records may be consulted to resolve disputes relating to the contracting session.

B. Distinguishing Contracts Between Persons Present from Contracts Between Absent Persons

A contract between persons present is characterized by the meeting of the parties' wills in one contracting session. When the offeror and offeree are in the same place, they are considered to be participating in one session, and the contract is concluded between persons present. Explaining this form of contracting requires consideration of the contracting session. By contrast, contracts between absent persons are usually concluded by correspondence, whether by post, telegram, or a special messenger.⁷⁰

Nevertheless, developments in different areas of life, the growing complexity and exchange of interests, and the spread of advanced communication technologies have made it easier to communicate and conclude contracts nationally and internationally, including between persons in different and distant countries. Such contracts are described as contracts between absent persons because the parties are not gathered in one place for a single contracting session, unlike contracts concluded when the offeror and offeree are physically together.⁷¹

Under the relevant European framework, an electronic contract is considered properly concluded after acceptance has been confirmed and the offeror has acknowledged receipt. Article 11(3) of Directive 97/7/EC of the European Parliament and of the Council of 20 May 1997 provides that an order, confirmation of acceptance, and acknowledgement of receipt are deemed to have been received when the addressee is able to access them.⁷²

Thus, in the context of electronic transactions, a contract between absent persons may be treated in law as a contract between persons present.

Conclusion

Information and communication technologies and the Internet have eased many difficulties associated with contracting and strengthened the ability to prove transactions. These technologies enable contracting parties to express their intentions without the burden and risks of travelling, even while remaining at home.

Even when disputes arise, electronic means of proof are relatively straightforward: events occurring during electronic contracting are recorded through electronic media and can be consulted whenever necessary.

⁶⁹ See Article 205 of Presidential Decree No. 15-247, previously cited.

⁷⁰ See Ahmad Khaled al-Ajlouni, previously cited work, p. 79.

⁷¹ See al-Fadl Munther, *The General Theory of Obligations: Sources of Obligation*, Part One, 1st ed., Dar al-Thaqafa Library for Publishing and Distribution, Amman, 1996, p. 135.

⁷² Al-Fadl Munther, previously cited work, p. 137.

⁷³ Khalaf Mohammad Musa, *Contracting over the Internet: An Analytical Comparative Study*, unpublished master's thesis, Al-Quds University, Jerusalem, Palestine, 2004, p. 148.

⁷⁴ Article 11 of Directive 97/7/EC of the European Parliament and of the Council of 20 May 1997.

We commend the Algerian legislature for authorizing the creation of an electronic portal, first through Presidential Decree No. 10-236 and subsequently through Presidential Decree No. 15-247 on public procurement. We nevertheless hope that this initiative will be fully implemented in practice, helping resolve many problems and overcome numerous difficulties.

Findings

This study has led to several findings, including the following:

1. An electronic offer is an expression of the will of a person wishing to contract at a distance. It is made through an international communications network and contains all the elements necessary for concluding the contract, enabling the person to whom it is addressed to accept immediately. The electronic offer therefore differs from a traditional offer only in the means used; its substance remains the same.
2. An electronic public-procurement notice is equivalent to a traditional notice published in newspapers, except that it is disseminated electronically through platforms or portals. The notice is not itself an offer but an invitation to contract. The response to the invitation to tender submitted by economic operators constitutes an offer awaiting acceptance by the contracting authorities.
3. Legislation permits data messages to be used to express an offer and its acceptance, and confirms that a contract does not lose validity or enforceability merely because a data message was used to form it.
4. Expressing intention in electronic contracts does not require the parties to be physically present at an actual contracting session; the expression of intention may take place through electronic means.
5. In electronic public procurement, the contracting session is the electronic portal on which the contracting authorities publish the notice and through which economic operators submit their responses by completing the specifications. This may cause a contract between absent persons to be treated, as a matter of law, as a contract between persons present.

Recommendations

The following recommendations may be made:

1. The state should follow the example of countries that have advanced in electronic contracting and establish a strong legal framework capable of being updated whenever necessary, particularly given
 2. the rapid development of communication technology.
-

LIST OF SOURCES AND REFERENCES

Sources and References in Arabic

1/ Books

1. Abu al-Hayja, Muhammad Ibrahim. *Electronic Commerce Contracts*. Dar al-Thaqafa for Publishing and Distribution, 1st ed., Amman, 2002.
 2. Abu al-Hasan Mujahid, Osama. *The Handbook of Electronic Transactions Law*. Dar al-Nahda al-Arabiyya, Egypt, 1st ed., 2007.
 3. Al-Ajlouni, Ahmad Khaled. *Contracting over the Internet: A Comparative Study*. The Legal Library, Jordan, 2002.
 4. Al-Fadl, Munther. *The General Theory of Obligations: Sources of Obligation*, Part One. 1st ed., Dar al-Thaqafa Library for Publishing and Distribution, Amman, 1996.
 5. United Nations Convention on the Use of Electronic Communications in International Contracts, No. 21-60, adopted by resolution on 23 November 2005, New York; distributed on 9 December 2005.
 6. Badr, Osama Ahmad. *Consumer Protection in Electronic Contracting*. Dar al-Jami'a al-Jadida, 2005.
 7. Dudin, Bashar Mahmoud, and Mohammad Yahya al-Mahasneh. *The Legal Framework of Contracts Concluded over the Internet*. Dar al-Thaqafa for Publishing and Distribution, 2010.
 8. Al-Tahami, Sameh Abd al-Wahid. *Contracting over the Internet: A Comparative Study*. 1st ed., Dar al-Kutub al-Qanuniyya, Egypt, 2008.
 9. Ibrahim, Khaled Mamdouh. *Conclusion of the Electronic Contract: A Comparative Study*. Dar al-Fikr al-Jami'i, Alexandria, 2011.
 10. Namili, Rahima al-Saghir. *The Electronic Administrative Contract: An Analytical and Comparative Study*. Dar al-Jami'a al-Jadida, al-Azariya, Egypt, 2007.
 11. Tawakkul, Fadi Mohammad Imad. *The Electronic Commerce Contract*. Al-Halabi Legal Publications, 1st ed., Beirut, Lebanon, 2010.
 12. UNCITRAL Model Law on Electronic Commerce. United Nations, New York, 2000.
 13. Al-Mutalaqa, Mohammad Fawaz. *A Concise Guide to Electronic Commerce Contracts: A Comparative Study*. Dar al-Thaqafa for Publishing and Distribution, 2008.
 14. Aba al-Khail, Majid Mohammad Suleiman. *The Electronic Contract*. Al-Rushd Publishers Library, Riyadh, Saudi Arabia, 2009.
 15. Mansour, Mohammad Hussein. *Electronic Liability*. Dar al-Jami'a al-Jadida for Publishing, 2003.
 16. Mansour, Mohammad Hussein. *Electronic Liability*. Mansha'at al-Ma'arif, Alexandria, 2006.
 17. Barham, Nidal Salim. *Rules Governing Electronic Commerce Contracts*. Dar al-Thaqafa for Publishing and Distribution, 1st ed., 2nd printing, 2009.
- University Theses and Dissertations**
18. Ahmad, Amdah. *Electronic Commerce from the Perspective of Islamic Jurisprudence*. Master's thesis, Faculty of Islamic Sciences, University of Hadj Lakhdar, Batna, Algeria, 2006.
 19. Suleiman, Iman Mamoun Ahmad. *Legal Aspects of the Electronic Commerce Contract*. PhD dissertation in Law, Faculty of Law, Mansoura University, 2006.
 20. Zineb, Battalbi. *Offer and Acceptance in Electronic Contracting*. Master's thesis, Faculty of Law, University of M'Hamed Bougara, Boumerdes, 2014.
 21. Al-Momani, Bashar Talal Ahmad. *Problems of Contracting over the Internet: A Comparative Study*. PhD dissertation, Faculty of Law, Mansoura University, Egypt, 2003.

22. Al-Jumaili, Suleiman Dayeh Barak. *Contractual Negotiations: A Comparative Study*. Master's thesis, Faculty of Law, Al-Nahrain University, 1998.
23. Abd al-Aziz, Faisal Mohammad Kamal. *Legal Protection of Electronic Commerce Contracts*. PhD dissertation, Faculty of Law, Cairo University, 2008.
24. Ajali, Khaled Bakhled. *The Legal Regime of the Electronic Contract in Algerian Legislation: A Comparative Study*. PhD dissertation in Law, Faculty of Law and Political Science, Mouloud Mammeri University, Tizi Ouzou, 2014.
25. Houhou, Yamina. *The Electronic Sale Contract: A Comparative Study*. PhD dissertation in Sciences, Faculty of Law, University of Algiers 1, academic year 2012.
26. Musa, Khalaf Mohammad. *Contracting over the Internet: An Analytical Comparative Study*. Unpublished master's thesis, Al-Quds University, Palestine, 2004.
27. Kamil, Tarek Abd al-Rahman. *Contracting over the Internet and Its Effects: A Comparative Study*. Master's dissertation, Faculty of Legal, Economic and Social Sciences, Mohammed V University, Rabat, 2004.
28. Badi, Abd al-Hamid. *Offer and Acceptance in the Electronic Contract*. Master's thesis in Law, specialization in Contracts and Liability, Faculty of Law, Ben Aknoun, University of Algiers 1, 2012.

3. Scientific Journals

29. Al-Bayati, Aqdas Safa al-Din Rashid. "Expression of Will in Electronic Contracting: A Comparative Legal Study." *Academic Journal of Legal Research*, vol. 13, no. 1, 2016.
30. Sabih, Nabil Mohammad Ahmad. "Consumer Protection in Electronic Transactions: A Comparative Study." *Journal of Law*, no. 2, vol. 32, June 2008, Kuwait.
31. Alwan, Rami Mohammad. "Expression of Will via the Internet and Proof of Electronic Contracting." *Journal of Law*, Scientific Publishing Council, Kuwait, no. 4, vol. 26, December 2002.
32. Al-Rawi, Ziad Tareq Jasim. "Electronic Consent: A Comparative Study." *Scientific Journal of the University of Karbala*, vol. 7, no. 1, Humanities, 2009.
33. Hamlili, Nawara. "Electronic Contracting: An Equation between Civil-Law Rules and the Principle of Freedom of Contract." *Journal of Legal Studies*, University of Abu Bekr Belkaid, Tlemcen, Faculty of Law, no. 25, 2007.

Scientific Symposia and Conferences

34. Sharaf al-Din, Ahmad. "Offer and Acceptance in Electronic Contracting and the Settlement of Its Disputes." Paper presented at the First Scientific Conference on the Legal and Security Aspects of Electronic Transactions, Dubai, United Arab Emirates, 2003.
35. Al-Khatib, Mohammad Shaheen. "Expression of Consent in Electronic Commerce Contracts over the Internet." Conference on Banking Operations between Theory and Practice, Yarmouk University, Jordan, held on 22–23 December 2002.
36. Al-Kharshoum, Abd Allah. "Electronic Commerce Contracts over the Internet." Conference on the Legal and Security Aspects of Electronic Transactions, Research and Studies Center, Dubai Police Academy, United Arab Emirates, held on 26–28 April 2003.

Legal Instruments

37. Ordinance No. 75-58 of 26 September 1975, containing the Civil Code, Official Gazette No. 990, published on 30 September 1975, as amended and supplemented.

- 38. Law No. 09-03 of 25 February 2009, on Consumer Protection and the Suppression of Fraud, Official Gazette No. 15, published on 8 March 2009.
- 39. Presidential Decree No. 10-236 of 10 October 2010, containing the Public Procurement Code, Official Gazette No. 58, published on 7 October 2010.
- 40. Presidential Decree No. 15-247 of 16 September 2015, containing the Public Procurement Code, Official Gazette No. 50, published on 20 September 2015.
- 41. Sultan's Decree No. 69/2008 of 17 May 2008, containing the Omani Electronic Transactions Law, Official Gazette No. 864.
- 42. Law No. 85-2001 of 11 December 2001, containing the Jordanian Electronic Transactions Law.
- 43. Ministerial decision issued on 17 November 2013, specifying the content of the electronic portal for public procurement, its management procedures, and the methods for electronic exchange of information, Official Gazette No. 21, published on 9 April 2014.

Sources and References in Foreign Languages

- 44. Directive 97/7/EC of the European Parliament and of the Council of 20 May 1997 concerning the protection of consumers in respect of distance contracts.
 - 45. Decree No. 2011-1000 of 25 August 2011, repealed by Ordinance No. 2015-899 of 23 July 2015, Article 102. In accordance with Article 51(II) of Decree No. 2011-1000 of 25 August 2011.
-

46. A large and robust database should be created to accommodate the volume of data and information used by platforms and portals dedicated to electronic contracting. Public participation in such transactions should also be encouraged by highlighting the advantages users experience when conducting them.

47. Presidential Decree No. 15-247 and the related implementing decrees should be amended to reflect modern electronic transactions, taking into account the experience of countries that have advanced in this field.
