**In the name of Allah the Most Gracious the Most Merciful**

Praise be to Allah the Almighty, peace and prayer be upon the most honored prophet and messenger our prophet Mohammed and his companions:

Herein:

This is an abstract for my thesis to obtain the master degree, legislation politic division, systems departments which is titled as "Equability among competitors in contracts and managing a comparative study, I have taken many points in this research as follow:

* Equability in its mere meaning: refers to the act of indiscriminating practices among the society individuals as according to origin, language, gender, wealth and religion, but herein as it intended in my thesis to mean: the right of all natives to complete in accordance with terms and conditions, whereas the discrimination among the bidders should be the technical potency, financial capability to deal with the contracted project commitments to achieve the tasks in addition the behavior of good conduct and credibility reputation.
* The management should not impose regulative means to discriminate among competitors, also should not grant privileges or punishments to some interested bodies who are willing to make contracts with her , whereas this practices are not allowed.
* The equability principle is not of the new ones that created by the human being regulations and laws as it is already stated principle in Islamic legislations, equability is a trait of Islam features and one of its origin, where Islam states the equality of all people and under Islam umbrella could vanish genus, colors, favoritism ,patronage, suzerainty and nobility discriminations.
* Competition liberty principle means: the individuals have the right to applicate for the offered projects to execute without being deprived or sorted out by the management, and `the owner of the project or other else.
* The system of the governmental competitions and purchasing in K.S.A issued by the royal decree No. M/58 dated 04/09/1427H. has included this principle as one of the basic supporters of the contracts offering management bases, whereas the system text as follows:

"In regard to what were mentioned in the foreign investment system, all individuals, establishments and companies who are interested to deal with the government as being acknowledged to have the conditions and terms that qualify them to obtain this equal opportunities whereas they are to be treated in one equal manner"

* The contract generally means: the compatibility of two or more willing to create a particular legal impact to be erection , transportation or modification of commitments.
* The contract in jurisprudence term has a general meaning that refers to the commitment, and a special different meaning that is "a positive bind of one of the contractors with consent of the other.
* The management contracts are divided to contracts that are submitted to the special laws and contracts that are submitted to the public law which are known as "the administrative contracts"
* The administrative contract leads to three elements: (the management existence as a party in this contract – correlation with a public utility – using in the manners of public law) these elements characterize the administrative contract and differentiate it from others contract, the definition of the administrative contract according to these three elements can be: that is what being made by normal significant person to run or regulate public utility whereas the intention of the administration is shown to stick to the public law arbitrations, furthermore, the contract should include exceptional and un-normal conditions in the special law or the contractor is authorized to share directly with the administration in running the public utility.
* The contract made by one of the law bodies is considered as an administrative contract, although the administration was not a party in it, that is when the special person act as a representative for the administration in making the contract, when the special person make a contract for the sake of somebody else.
* The aim of predominating the administrative contract for the exceptional conditions is the interest to predominate the general benefit against the private benefit.
* The "Terrier Arbitration" issued in 1903 is the base on which the idea of the administrative contract is naturally erected. Thus and by this judgment decision, the administrative judiciary authority takeover all the national or other public utilities related to running and regulating systems. Whatever being the administrative mean to deal with one of the general authority tasks or other normal act. The contract made by the administration is one of the administration normal tasks, the administrative judiciary should be authorized to settle the risen disputes.
* The equability principal authorization terms among competitors aim at protecting the public property and the rights of individuals.
* The fact of the public property is: the state assigned finance for the public benefit, the public property definition in Islamic legislation: The money that owned by all people or some group who have the right of benefit, without being authorized or controlled by somebody to take it for himself in other meaning, that the benefit is for all the nation or for all individuals of a particular group, without an individual authority, and then he can 'not overtake it unless when his benefit unlikely met with other else benefit of the same group individuals, whereas the benefit is directed to the other share in getting the benefit as according to the equality and justice.
* The governmental system of competitions and purchasing could fix a keen eye to protect the public property as the first article of the text referred to the aims that the system search to achieve ,which are as follow:

1. Regulating the procedures of competitions and purchasing done by the governmental authorities and preventing the personal benefit influence in order to protect the public property.
2. Achieving the maximum economic saturation degrees to obtain the governmental purchases and achieving its projects with fair competitive rate prices.
3. Enforcing disinterest and competition, providing the fair treatment for contractors and entrepreneurs to achieve equality of opportunities principle.
4. Achieving transparency in all governmental competitions and purchases stages procedures.

* The competition aims at two principles as follow:
* The financial principle which means to maintain the benefit of the public treasury to select the least price of the applicators.
* The technical principle which means the maintenance of technical efficiency and good reputation to select the best technical offers.
* The competition in its different types as a general rule depends on three main principles they are: (Equability among competitors – publicity – liberty of competition).
* The Saudi regulator could restrict the treatments of contracting in the governmental competitions and purchases system by the public competitor manner as a general origin whereas the ninth article text stated as follow: (The purchasing must be done to execute the tasks and projects with fair price rate not exceeding the dominating price rate and the competition is considered to be the practical means to achieve according to the rules stated in the regulating system.
* The underbidding is the opposite of outbidding, the first aims at selecting the applicator who offers the least rate price, this is normally happens when the administration seeks for doing a certain business, whereas the outbidding aims at contracting with the applicator who offers a high tender.
* The Saudi regulator had excluded some governmental business and purchases from the public underbidding system as accepted to provide it by the administration according to the restricted system of purchasing in case of needs and necessity to achieve the public benefit.
* The Saudi regulator could restrict the direct purchasing manner in prompt cases, as stated the purchasing value should not exceed one Saudi million riyals.
* The underbidding contract is a complex of many contracts that are: (guarantee contract – The sale contract of the underbidding documents conditions copybook – the contract that related to the underbidding article) .
* The underbidding contract is legally allowed by the legislation, for the contracts included in the underbidding contract are considered to be permissible, whatever collected in one contract is allowable.
* The Saudi regulator went along as with electronic development where he had included in the advertisement media , advertizing by electronic means, for these means spare money, efforts and time.
* Disputes adaptation related to the equability principle administration disturbance among the interested competitors in contracting with her, as a claim against an administrative illegal decision for unallowable defect as for the systems and regulations.
* The Saudi regulator differentiate between envelopes opening committee and offers checkup committee whereas the late committee plays an important and a serious role in competition.

I have concluded this thesis with many recommendations as the following:

* The Saudi regulator should make controls that restrict manipulation in the administrative contracts by the way of so called (inside sale) where sometime the contracting commitments are to be executed by negative inside contracts.
* As for the great role played by the offers checkup committee, it is supposed that there should be more than one reform for such committee per one year.
* The Saudi regulator should not grant the offers checkup committee the recommendation authority to exclude any of the competitors' offered tenders, whereas the owner of tender have the conditions and skipped the preventions, wherein the offers checkup committee excludes one of the tenders , this act will be considered as disturbing the equability principle, whatever the committee suggests that the owner of tender has contracting commitments which may prevent him to endure the responsibility of the new contract.

This is what facilitated to be written by the God help and I ask him for reconciliation , correction in all matters and good conclusion in both life and doomsday. The last prayers are to be praise be to God.

Peace and praise be upon our prophet Mohammed and his Companions