



Termination Right in General Administrative Contracts

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ABSTRACT

Public administrative contracts, including contracts that are certain, due to the independence of administrative contracts, private agreements, principles and specific rules, their actions. This type of contract is generally subject to public law, and the rules governing aspects are mandatory. The treaties state that the purposes of protecting the public interest and provide public services followed, mostly private party on the one hand, and on the other hand the government is present. After the conclusion of the treaty, each party administrative and employer, will have obligations that may be one of the causes of the collapse of the termination of the obligations, of course, from the employer cited. Review existing laws and regulations, we find that the terminate right contracts, to the violation administrative, by virtue of Article 46, Treaty and the general conditions prevailing circumstances, by virtue of Article 48, the general conditions of the Treaty, is applicable. In the first case, which is based on the current contract, the provisions are relatively clear, but in the second case that, in the context of the general conditions of the Treaty, the term "termination" is used, without fault of the administrative, the employer, according to your best interest, or other causes termination of the treaty. The analysis of this vote, it is important that the termination of the interest and the common good, a terminate right the widespread that way for abuse of authority leaves open because the public interest concept is general and vague that content it's not material judicial supervision, usually the court, the regulation of termination, monitor. On the other hand, the concern of the highest public interest and public service delivery in this type of contract, justify the granting of preferential jurisdiction, the employer is government.

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Introduction

Administrative, the Administrative that the government would act or sell a commodity, with certain conditions in wages or prices, within certain person or persons unknown, the name of the administrative or outsourced. Construction at the beginning, has been in development projects, the construction and building, but usually contracts, for the sale of goods not raised. It is possible contracting, parts supply is usually in the form of continuous necessary.

In administrative contracts (Administrative Contracts), for Administrative character, no vote is not considered, and them only through competition, and participate in the auction, and bids placed by the government. Through this type of contract, the government is more able to ensure, in the interests of the public.

Administrative contracts, the most common type of contract, among governmental agencies and the public, so that today bureaucracies, many of their needs, including surgery, procurement or consulting and managing projects on a contract basis provide.

Administrative contracts, in terms of methodology and has different kinds are lawyers according to their tastes, it has been classified as follows: 1. The contract is based on list price, (2) labor contract by the employer (Amman) 3 contract is based on an overall assessment, with a fixed price, 4. management agreement, 5- s.q.m contract, 6- contract, based on the work progress planning, 7. turnkey contract (Turnkey), 8- semi-key contract in the (Partial Turnkey), 9- contracts

(procurement), and (design, procurement, construction) (contracts (EPC)), 10- contract to build, operate and transfer (build, operate & Transfer (BOT)), 11 villages The finance (planning, finance), 12. reciprocity agreement. (Buyback) (Abazari, 2008, pp. 12-11 and 41-35)

How to exercise the terminate right

The terminate right, will be applied in two ways. One by word, and through practice. Article 449 Q.M, each of the two ways, to dissolve the marriage is considered sufficient. This article stipulates: "the termination of any word or deed that implies, it comes." Each of the two ways described as follows.

1. The exercise of the terminate right, through word

The exercise of the right of termination of the term, only literally, but any word or phrase that implies intent with authority to dissolve the contract, and explain the purpose will suffice. Such as, the right to verbally, in the presence of the contracting parties, with the will terminate, and for example say: "I conclude deal to dissolve it", or that by statements or letters, or telegraph in writing, terminate the contract is necessary. Expressing the will and the intention to terminate, even in the presence of third parties prevent its effects is not Jerry. In other words, the presence or absence of parties or third parties in expressing the will of fulfillment of the conditions is not terminated. Because, unlike contracts, which in Article 191 of the Civil Code, The cost to write about deal, the expression of the will, a condition for signing considers, in the exercise of termination, by nature, not

against the authorized agree with me, not with him, and not the general principle expressed termination condition is not fulfilled. Because the termination of a legal action, a round of the Rhythmic, will have authority to spend, and lead to the dissolution of the marriage will be created. Will confirm the termination, or general expressed it, just to prove that it is necessary powers, not least of proof. Thus has the authority to establish the authority, when exercising their will, usually in return, or in writing, or at least in the presence of several witnesses, express it. This implicitly means of Decree No. 746 dated 3. 4.1937, the first branch of the Supreme Court, is also meant, "terminated the deal, the termination is in need of God, and news of the cancellation, it would not be a positive place." (Nickfar, 1992, p. 102), the result of the termination, by its owner, willing, and applied. Eventually, in the event of denial and rejection of me against authorized, can be rightful, and enshrined with the cancellation of the court.

2. The exercise of terminate right, through action

The practical implementation of the terminate right, instances can have numerous and diverse, and unique to a particular act or not act, but every act that implies terminate the effects of the current will terminate. For example, in the transaction that the vendor has the right to dissolve it, to submit, within one of the contracts traded owned, transferred to a third party, or that is rented. Article 451 Q.M, the current termination in Possessions researcher knows that typically poke discoverer of the transaction, such as the seller of authority, to take the deal, and any changes that are typically performed by property owners. a. If the car dealer, after signing a deal, have bet a month into the win to the car in question, before the expiration of the term of authority, and with the intention of stirring conclusion to rough drawings, as well as complete repair engine, Delivery Repair is concerned, he should take action to terminate the current contract be considered. Because such acts, is mainly occupied property, mainly in the Owned done by the owners. Supreme Court, in interpreting Article 451 Q.M, The salesperson in the transaction capture and transfer, the third, the duration of discretion, action terminate has seen:

1. "capture the lessor, lease At the same time, the current time is terminated is provided" (Decree No. 7463-9 / 10/1931) (Nikfar, 1992, p. 103).

2. "If anyone your house, and peace option, available later in time, to sell the house, it suggests practical termination, and is compatible with 449 and 451 of the Civil Code" (Decree No. 1288- 26/8 / 1945 Supreme Court branch 3) (same)

Grant considered transaction to third, the vendor has the authority to terminate the current deal, perhaps from some far-fetched and is government deal, or basically subject to legal action is not terminated. But as in the first speech also mentioned, such a practice, the nature of the legal act of unilateral obligations, in particular the terminate right. In other words, although Article 449 Q.M, obtain cancellation, subject to any word or deed, knowing that implies cancellation, and such an expression, but this does not mean that the contract will not necessarily be a symbol and expression of foreign and external there, the eligible works, nevertheless there are reasons which represents the true nature of the termination, and the rejection of the above ideas.

Voluntary fall of terminate right

Voluntary fell to terminate the contract, a unilateral legal act, namely Rhythmic that explicitly in Article 448 Q.M, has been predicted with the statement: "The fall of some or all of your options, you can also contract the condition. It can also contract the terminate right the waiver. "In this kind actually has the authority to knowingly and intentionally and voluntarily, the terminate right its overthrow. Appellation voluntary waiver also lies at this point.

As before, the terminate right the creation of expression were, essentially to terminate the contract, after the creation and fulfillment of contracts, legal entity finds itself. In other words, as long as the contract is not established, there will be optional. The question is, how can something that has been created, it can be shot down? terminate the contract after contract, entity is, while the first part of Article 448 Q.M, pointing out that, it is, we conclude, it can be dismantled, its condition. Basically, the conditions that are written contract, the nature of his creation, to coincide with the conclusion of the contract gain, and not included in the contract. Cancellation waiver conditions, this is no exception, and can be imagined, something that has not been born yet, destroy it. If the clear wording of what was mentioned (Article 448 Q.M), there would have been all the terms of the contract regarding the loss of his powers, using this argument to be considered void. Because otherwise, this condition implies that, at the same time it is created, destroyed, and while the building and the lack of it at the same time, and at the same time, it is logically impossible. However, at present, the letter mentioned above, it does not give us permission. Sadr rejected because Article 448 Q.M, with the reasoning, diligence is the text of which, in terms of legal principles and logic, is invalid. However, to justify such a provision, according to Article 448 of the Civil Code, must be accompanied by lawyers, dealers believe the insertion of such a provision, this indeed seems to have essentially no legal authority in the contract, and not realized not how to create, be dismantled.

It should be noted, the Supreme Court, the term "loss of power", a particular interpretation which, because it is not clear. This explains that the first branch of the Supreme Court, in a judgment of 1591 - its dated 28/5/1940 stipulates that "the loss of authority, absolutely, not including the description of the offense, he said." (Nickfar, 1992, p. 102), it seems, except the disposal of wrongdoing, describing the overall sentence of Article 448 Q.M, as such, which has agreed to provide, at the conclusion of the contract, based on my description Explainer against authorized, performs, and time waiving all the powers, authority, essentially and truly consider the option of abortion, because acceptance of authority, to issue the contract, is described as untrue, the practice is foolish.

Termination practical waive

The terminate right, as that is practically applicable, the current also have the ability to waive, and limited to verbal waiver, And the stipulation is not. Article 448 Q.M, the condition of the fall of some or all of your options, the contract valid and enforceable, and would disproof of options to consider. But in the current residual terminated, did not seem very explicit, and it is signed by the current contract, has commented. Article 450 of the law mentioned above, states: "Possessions, typically, the discoverer of consent to the deal, signature, like the customer who has the authority,

with the knowledge available, the deal to sell or mortgage it." Article written reflects the fact that, if authorized, comment on the termination and dissolution of the contract have never not possess it, and it does not transfer. But with the contract, as a rule change, and restitution to be exchanged. Consequently, sign and abide by the contract, express waiver of the implementation of the right to exist, and if the terminate right your customer, not the symptoms, and it is not dismantled, never not committed to contract.

The important thing here, indicating knowledge rightful owner, than there is available. The transfer of third transaction, the customer has the terminate right , if implies a waiver of termination, and sign a contract that, had the science, and inform him of the terminate right . In other words, if for example, a client without the knowledge, of the terminate right their transaction the acquisition of the third sell, or good, and then found cheating on the deal, it can terminate the , and due to the transfer of third transaction, as it is wasted, as the price of the transaction, after the termination of hostilities. (Unity of criteria contained in Article 286 Q.M). Judgment referred to in Article 450 Q.M, at the discretion of the flaw, said emphatically, with the difference that the flaw, move the transaction from the customer to the third party in any way and under any circumstances, it waives the cancellation, and the establishment will be reported. Including the customer, the transaction at the time of transfer, to a fault, or possession thereof, are aware or not. Article 429 Q.M, it states, "In the following, the client can not, the transaction is terminated, and can only be reported: (1) the transaction to the customer in the event of loss of, or transfer it to the other 2. . "

written Article, absolutely, the occurrence of events and the above effects, it waives the cancellation is known. Although such operations such as transmission, if there is a science to provide flaw, as residual current terminate right seen, but if the customer at the time of transfer, no information and ideas, the existence does not have, can not transfer him, residual current right be considered terminated, because the waiver of termination rights holder, going right to the composition will fall, and this is impossible unless preceded by science and his intention, that there be optional. As a result of Article 429 Q.M, suggests that the fall of the terminate right , in the absence of customer data, provided there is a fault, residual current, but fell right that the law has taken place. The reason for such a decision, the report, in order to compensate the owner is optional, and so, too, might fall in the hands of fault, the possibility of compensation for losses accrued due to report to the beneficiary, as would be expected.

Terminate right Fall , because novation

Waiving the terminate right , and selection it is subordinate to, and make this right, and Ella until, that right does not make dismantled it is assumed that the negative is subject to disproof. But this principle only an exceptional case, and also to the letter of the law, entered that, if this would not have legal protection, the rule has been refused, and would not be accepted. Article 448 Q.M, the condition of the fall of some or all of your options, the contract accepted, and it is considered eligible works. In this regard, as previously discussed, such a condition, rationally impossible to consider is, what he cannot imagine, jurisdiction which works contract provided that, after the conclusion immediately realized, at the same time, create only with the

stipulation be dismantled. To make sense of the impossible, which is to be created at the same time, and to be dismantled. But despite this logical, specific reasons which may show that the dealers have certainty, the legislator admitted such a condition contrary, it is known to have residual effects. But in other cases, the legislator implicitly or explicitly possessions and actions, and the actions of each of the parties, assuming the terminate right , Muscat right attitude, and assume crash is preferred. For example, 450, 422, second part of Article 421, 408 and 403, Civil Code, in one of the cases, and the legislator by doing the theme of the material, to terminate the contract is ruled out.

As the terminate right , and legal authority, the exceptions to the principle of necessity considered are, waive this right is also an exception to the exception, but always doubt in survival except the second, the establishment of first exception (terminate right) does not, because may, in some cases, have fallen due to the delay in the exercise of the terminate right occur that, in other words the delay in conflict have the terminate right the emergency, and fall right, and thus bound by the contract, certainly will bring. But when the terminate right , the court was final and researcher, and empowered during emergencies customary, it is imposed, dismantled or fall, before its implementation, must necessarily be granted to right they are ineffective. Otherwise, in case of doubt, fall in realization of the right relationships to the relevant parties (except the first), give up, and terminate right with the Acquiring principle, is reinstated.

Terminate right natural falling

The terminate right , in principle, not be removed by force, unless Once created, cannot be implemented in the immediate term. In this topic, outlines and coercive fall right, some of the powers specified in the law, and fall terminate right the third, where he died presents. The terminate right after the death of the beneficiary, the right to financial reasons, he transferred to heirs, but in the third it is the opposite. It cannot be assumed that the transfer function, with the current third died.

1. Terminate right natural falling, on the part of certain powers

The terminate right the contract fell as well, from the authority, the voluntary aspect is, however, the legislator, by preventing the loss, On the selection, the residual coercive effects, it is time. The terminate right the natural fall, reflecting the limited extent. Such as the collapse of the defect, or delay in disposal proceeds. The flaw, since the legislator, to compensate for losses incurred on transactions, both the report and the terminate right it, considered, in accordance with Article 422 Q.M., empowered according to the situation, and terms of the transaction, the transaction is authorized to accept defective, or termination of the transaction report is received. But the option, in certain cases, stipulated in the law is limited. Article 429 Q.M, in absolute terms, in the event that the transaction after the bill is lost or damaged, or moved, or where changes have occurred, to terminate the contract, the customer is denied. Whether, at the time of occurrence of the above changes, the mandate of the customer universe, or is the subject of fault or not, and whether that waste transfer is deliberately or inadvertently. Therefore, in such cases, the customer, inevitably shot down, and he reported only entitled to receive the difference between the correct value and Fine, will be. A similar

provision, Article 408 Q.M. also predicted: "If the customer, for the price, guarantee, or the vendor pays the bills will, after realization of transfer, disposal delay will cease", it explained that, if I am against the authorized (customer), to pay the price at the sponsor's, or the salesperson, your content for the price, money orders, which means to pay their debt to another, thanks to the money that ask for your customer collect the, to the salesperson their religion in third and perform, and the customer to vendor, in this case to terminate the contract, without the will of the parties, and the law will fall. Due to falling natural terminate right the vendor, on the assumption that, perform and fulfill orders and the liability of legal action, in order to play a religion. In other words, the liability he assumes civil law, citing the debt obligation is, therefore, to the realization of the guarantee, thanks to the (customer), Barry, and the guarantor of the vendor, and owes its commitment. Here is the fulfillment of guarantee, as played by a commitment to the customer, whether it's in the contract shall be for innocence. What is the liability or transfer, whether vendor have been aware of the existence, or not aware, either, with the fulfillment of the contract, provided, inevitably be overthrown. It should be noted, the term "transfer: referred to in paragraph 1 of Article 429 Q.M. The transfer is voluntary and not forcible transfer, the forcible transfer of the transaction, due to faulty foot has the authority, under the general mandate contained in Article 445 Q.M: "After the death of any of the powers transferred to the heirs."

2. The terminate right fall, after the death of the third

In the case of the death of a third party, to the authority of termination, and how the contracting authority, Sheikh Morteza Ansari, three different ways, as follows thought is: In the first, the late Sheikh, in terms of transfer rights, and seen the legacy components, the terminate right the rights transferred to the heirs authority considers foreign. In the second case, on the grounds that attached and the stipulation regarding the relationship between law considered by barbarian feet, advocacy dissolved, and Attached as before, considers authority. Forth, assuming the terminate right the transmission, heirs third party is excluded. In theory, assuming Third, the Sheikh also been provided, and died the death of a third of the decline of authority, generally regarded, even attached also empowered again. (Mohagheh Damad, 1995, p. 20), because basically he was not provided. In addition, in order to strengthen the Sheikh theory, it can be stated that, contrary to the principle of exceptionalism and possession of cancellation, the theory of the collapse of authority to maintain, and can take the necessary contracts, threaten. Furthermore, the principle of non-transfer of authority, meaning signs also useful is so deduction. Sheikh Also, due to the appeal, and stated that, if the option for a third, or more likely, it was a barbarian stewardship so it cannot be inside the estate, he said. (Ibid.)

According to some scholars, forging option for a third, the best examples of commitment in favor of a third party, as reflected in such a condition, it is the person who, entirely alien to the contract, and essentially side and representatives of the dealers not from the contract, has the right and may, at the conclusion intervene, even if the same cannot, in the exercise of his right to prevent. (ibid., p. 19), but it seems that, provided the third part of the commitment to win third, because if we know the ruling party, in this case, after termination, he cannot claim to be, at this stage, before the

cancellation, he just has to investigate aspects of the case, and observe the person, has the right to delegate his marriage dissolved, or refrain from exercising its rights.

So in the event of termination of the contract by a third, his task ends, and the beneficiary of the dissolution of the marriage, to confirm and verify cancellation, the court has requested, or that the other side, the defense, the case of termination of the plan will .

Although the grant and delegate such authority to the party, the right to be considered, but this would imply that the right has the right to tax him, and the inheritance will be, because any right to be in their range, and within the terms of its creator, explained and explained. When one of dealers, and exercised the terminate right it, the foreigner is granted, this thoughtful character, and features Moved to it, and his ability in relation to this issue occurs. Moreover, contrary to the principle of the transfer of financial benefits to heirs, have believed that the terminate right the party and, no taxes of any kind, so that it can be right to consider financial, and transmitted to his heirs, he said. Equity, because appellation to be able to heirs, and even third, imagine the benefits. In other words, the dissolution of the marriage, not change the deal, the third property, and financial assets rather than him Choose the option ownership will be rejected.

Because Change deal mainly with third-party assets, and consequently, not to his heirs. For this reason, an exception in this case, should such a right in relation to the third, attributed to attribute the financial. But this right if carried out by third parties, and especially for someone who has the right to the third condition, the financial-qualified. So ultimately, should be allowed to be the case that, after the death of his third possession, inevitably collapsed, and there is no credit, so that he be transferred to the heirs. Therefore, in Article 447 Q.M. As well as, the third death caused the forcible transfer it to his heirs did not, and as a natural expression, the terminate right stated that: "If the conditions provided for by someone other than the dealers, will not be transferred to the heirs."

Apart from the third death, with some jurists complicate matters, my feet Choose the option also, in certain circumstances, cause the collapse of the natural rights will be terminated. Thus, if the customer (me against authorized), provided that in the event of termination of the contract by the vendor, the price and the transaction price to the person he is rejected, and indeed stewardship customer, taking the price agreed, apparently after the death the other heirs, he (the client) cannot, as his deputy, taking the price to be considered, and thus the death of a customer, vendor provide will be shot down.

Although the inclusion of such clauses in contracts, this meaning is useful, but for the following reasons other results, it seems:

Firstly, it seems that, if the customer stewardship, the acquisition price, after the termination of the transaction, only the time of his life. The customer only wishes that after the termination of the contract by the vendor, the price paid by him, to get close and deputy attorney, or other person who, somehow, he related, surrender is not, but it was agreed that the commitment of termination and dissolution of the marriage, with his extradition and surrender to the customer instead, was play to be considered.

Second: As the contract, need to be willing, its residual coercive other than those stipulated fall, with the intention of

God, and abortion will be achieved. So in these cases, and others like it that a condition stewardship, will certainly be in possession of survival, to establish waiver by the beneficiary will be terminated, the sentence cannot be held to fall.

Thirdly, the ratio between the waiver and termination of contracts necessary, regarding exceptions to the exception. Thus the terminate right, an exception to the principle of necessity and the right projection also an exception to the exception. Thus the terminate right, an exception to the principle of necessity was, and waiver of such exception, the exception to the previous one. So when contrary to the principle of the necessity of the existence of the terminate right and authority, was established with legal requirements, despite hesitation in scrapping it, shall be sentenced to survival rights (The origin of the withdrawal).

Fourthly, waiving any terminate right, carried by the copyright owner, not by the other party, or by the occurrence of other factors. What we are in, natural disaster, or Choose the option my feet, fall is considered the terminate right the other hand, have no such intention authority. Of course, perhaps, with the help of 10 Q.M, and the principle of freedom of the parties, waive legal action authorized, subject to the incident transaction or would be removed. As it dissolution of the injunction is enforced, the parties will establish the cause of abolition, is accepted. (Katuzian, 1992, p. 379), but if the customer contract, his stewardship in obtaining the price, after the termination of the vendor, the condition does not fall in the hands of salesperson and, by the client dies and lack of heirs, in obtaining the price, concluded.

(B) the terminate right, based on the requirements of the public interest One of the distinctions of administrative contracts, private contracts, public interest element is involved. Public officials, as agents protect and serve the public interest, the competent authority and that, with different rules and the rules of private law. The degree of authority, have been developed that can be studied only in administrative contracts, and included some of them in private contracts, causes of nullity of the contract. Some of these optional, the order is basically private entities present, not to include them in the contract, and a private exceptional circumstances, are.

The terminate right, due to public interest requirements, rules and regulations of public law, private law does not like. Article 48 Sh.A.p. The public employer, the terminate right according to the requirements of public interest, is given. The administrative authorities are competent to recognize their common interest. Exercise of this right is limited to a certain period, and the employer may, at any stage of work, to terminate the treaty. In this context it is worth noting the following points:

1. Set Article 48 Sh.A.p, ambiguous and overall accountability. In this article, your interest (the employer) or for other reasons as grounds for termination of the contract, has been mentioned. In general, the provision of public interest only reason the terminate right administrative contracts, under this Article, and should not be factors outside of public interest, in this regard, be involved. Codification as a fan, specialized job will be counted, so the composition rules and regulations must be carefully, clearly and without any ambiguity, and generalizations made.

2. The exercise of this right, which in the past was associated with 75 percent of the Treaty is not fulfilled, ie in such a way

that the public employer is in the final stages, the overall reasons and unjustified able to terminate the treaty. If the treaty, have made significant progress, the logical termination of the treaty, and does not seem justified, because the termination employer costs, which will lead to far more than the survival of the Treaty.

3. Deserved respects the exercise of this right, clearly explained, and the employer is obliged to insert it in the service of process was terminated. This could partly reduce the misuse of administrative authority. Obviously, these directions should only be related to the public interest, and the cost can be justified and the underlying reasons should be provided.

4. Supervision of regulatory agencies, such as the Supreme Audit Court and GIO, either active or passive or an instance, through mechanisms such as a notification of termination of the inspection, the need for economic analysis termination of the Agreement, the Court-worthy looks.

5. Although the option to terminate the treaty, According to the public interest under Article 48, legitimate, but with elements of the rule of law, the same legal predictability and legal certainty, not coordination. The termination of the Agreement, in order to provide the public interest, must be considered as much as possible.

6. Article 48 contains a clause *carte blanche* for government employer. The question that arises is that, you have to insert a permanent condition, is void and nullifies marriage?, should be noted that, under Article 401 of the civil code if the condition for disposal, time is not specified, the conditions and the contract is void. Because of this, creating tired in the transaction, and the other side (I'm against authorized), in a place unknown..

The accuracy of insertion of the clause in the contracts office looks: First, a treaty is limited, and the parties implicitly recognize the authority provided in the end for the Treaty to be, and because, by determining the length of contract, this condition is also implicitly, clarification occurs. The second and more important than, the legal system of administrative contracts, independent of private rights. May be subject to the administrative contract is a contract condition, in a private contract, nullifies the contract to be considered, too. The result is that the unequal status and special administrative contract, the need for the provision of public interest, in particular with regard to the independence of administrative contracts require its condition was true.

Conclusion

According to what was said, it can be concluded that the general conditions of the contract due to regular periodic review, do not meet the conditions of the day, and as the current rules need to be updated. However, laws and regulations related to our profession, realized it would be that, apparently all its aspects to be fair, is not considered. The balance and the balance of the contract, requires setting reasonable terminate right and termination, is the prediction of unlimited authority, employer, government, might lead to abuse of power by administrative organs is, however, on the other hand, in powers, including the terminate right the requirements of public interest, the public service delivery is that government agencies are responsible for it. Establishing a balance between these two concerns, the delivery of better public services, and benefit of the public on the one hand, and the misuse from authority preferred by the employer, the government, on the other hand, requires the establishment

of a judicial review of the administrative contracts, with identification Special rules of public law is something missing in our legal and judicial system, this type of contract is more difficult. In other words, at the level of government regulation, such contracts by special rules and special, have been identified, but the courts are the rules of substantive private law as they apply, are, on the other hand, the employer governmental authorities of optionally, in this type of contracts they were awarded, mostly to the detriment of private Administrative uses, while applying the competent authority, in administrative contracts, and the exercise of powers preferred, in the contract, should be used to provide better service and public interest rather than organizational or personal benefit. However, the directions properly exercising this right was clearly explained, and the employer is obliged to insert it in the notice of termination were. It could somewhat reduce the misuse of administrative authority. Obviously, these directions should only relates to the public interest, and any underlying good reason, and made an acceptable offer. Thus, the legislator are expected to be removed with existing laws and regulations, the way for progress and prosperity, the function of this area, the government contracts, pave.

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