



Kolegji AAB

FACULTY OF LAW

DEPARTMENT: CIVIL LAW

POST DIPLOMATIC-MASTER STUDIES

THEME:

COUNTEROFFER

Mentor:
Ramize Kurteshi

Candidate: Prof. Dr. Muhamet Kelmendi

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INTRODUCTION

Counteroffer is achieved only when, the offeree represents a counteroffer towards the offeror. Counteroffer, within the last decade of the previous century, has scored an extreme development, in almost the whole world. According to some scientific, professional and public commitments, the field of counteroffer is advanced as in national levels, also in international levels. This had an impact on the rise of different contract forms and also in the increase of transparency and in the opening of competition for the counterofferee for the counterofferor towards the offeror.

The development of each country deals with the system of juridical system, which is done on the economical – social behavior and acts of individuals or groups of individuals with each-other. The juridical system defined juridical principles and definition, material and formal of juridical regulations of relations based on interests and of economical-social relations, in space and time.

According to scientific researches, lately, it is known that the biggest development burst in the right of obligations, is experienced in the development of capitalist relations in economy, especially in the XIX century. In this period, we come to the bloom of all civil law and mandatory institutions, of the contract as well. Counteroffer, so as the offer, is the main tool of the contract. Without an offer or counteroffer, there aren't any juridical relations.

Other reasons of study and work of the "Counteroffer" master thesis, are many, for the fact that the real developments are in the time of the roman right, when in the beginning contracts are rare and those contracts, so-called mancipacim, are more of the religion character than the contract in the modern meaning.

The main aim of this paper work consists of main objectives in the field of kontrakoresi relations, which contracts cannot be linked with. Actually, this issue is regulated with juridical norms, e.g. in our country the Law on obligation relations. This is helped by scientific researches of different times.

In Kosovo, today are made many efforts so that the new legislation is released within a very short time, with democratic principles of the legal state, in the free economy of market, in the full equality of participating subjects, and in the creation of civil law relations. After war, in Kosovo, we are all witnesses how many individuals have counteroffered in different fields, by not taking into consideration juridical bases and physical flaws.

Today are created relations of obligations and with the one-side will, as: contract in the benefit of the third person, contract of insurance, contract of adhesion, collective contract etc. Meanwhile new contracts, in the right of obligations, are: contract of insurance, contract on the organization of trips etc. By this we mean that even the counteroffer has the other element, that of the counteroffer's implementation, as an offer with the purpose of creating the possibility of the offer from the offeree, and the execution of offer, made by the offeror, in the base of juridical order, towards the counteroffer.

CONCLUSION

Technique of linking formulary contract is distinguished from the one of linking other contracts of the obligation right.

Because of the rapid development of economy, of the aspiration and tendency for faster development of ware exchange, there is a special way too, fast and efficient of linking contract in economy, so-called formulary contract linking. Specifics of linking formulary contracts (like contracts' in economy, in general) mainly express in terms in which the bidder is linked to the offer, in the autonomy limitation of the will in the case of linking contract, in the expansion of conditions for contract linking in silence, and in the rigourousity of the responsibility for harmful consequences of irregular representation while contract linking. In conditions of contemporary life, a big number of operations in juridical – economical relations are done by the creation of contract relations based on the previous proved conditions, in which one contracting pair confirms contracts (general business conditions) and declaration of other pair, in case of wanting job linking, to accept those conditions. In the concrete case, the placement of contract relations with the declaration that accepts those general business conditions, consists of the importance of accepting the general offer of the other pair. This acceptance is expressed in two forms: contract linking of adhesion and type contracts.

Formulary contract linking is distinguished from the random form of linking contract in general. The offer for linking these contracts consists of all conditions, including detailed issues, except those from those that the nature of things, pairs can agree on: quantity, number and others.

Therefore, e.g. juridical - social individuals that deal with the air transport of travellers and wares that publish contract conditions on transport, special tariff etc. So that each subject is able to adhere to this general offer and in this way to link transport contract.

The contract here is linked in such way that the other pair (offeree) accepts such general offer, and conditions of general offer remain as a contract content between the offeror and offeree. Primarily, there shouldn't be required any change of foreseen conditions with the offer. The interested individual is able to accept the offer just as it is or not accept it.

Conditions, based on which you can link contracts, or so-called "general conditions", can present to the audience in different forms, but they're usually printed forms that serve as documents for contract, or as general rules for the tariff, list of prices, for catalogs and others. For linking formulary contracts with human importance is that when these "general conditions", in the moment of linking contract, are known by the pair whose aim to link contract, but is able to refuse too.

Being based on analysis, I have come to the conclusion that counteroffer is an extremely important mechanism in the contract, in all contracts. I think that, counteroffer is the most important base for linking contract, which offers more actual conditions than the first:

1. Towards the developing strategy of market;
 2. Closer co-ordination between the counterofferor and the previous offeror;
 3. Improvement of skills of the counterofferors;
 4. To achieve change, by having an impact and not controlling;
 5. The biggest focus in the quality of free market;
 6. Focus in the process reduction and reduction of transaction costs;
 7. Wider inclusion of professional staff for the counteroffer;
 8. Review of ways – improvement in cost and planning of performances for major projects;
 9. To provide: right people, right duties, right skills, right boosts;
 10. Collaboration between applicants of offers for wares, services.
 11. Transparency of officers about the development of market's activity to increase in a higher level; in relation with applicants of requests for counterofferors;
 12. Features of staff: honesty, non-corrupted, principle, co-operative and determined, mature, confident, creative, flexible, communicative, well prepared to learn and perfection, loyal and discrete, able to lead business conversations;
 13. Fulfillment of these conditions converts the counteroffer into an important tool.
- All of these in loyalty, show that the counteroffer in the future will gain more important roles than it actually has. I think that the offer along with counteroffer co-exist together and based on them, the contract is linked.