International Public Procurement and International Commercial Arbitration

- Legal Framework under Algerian Legislation -



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Abstract:

International commercial arbitration is a process by which a third party resolves the dispute between two or more parties, exercising the jurisdictional mission entrusted to it by the latter, outside state courts. The Algerian legislator; in the first instance, prohibited the use of this mechanism in disputes relating to international public procurement before formally adopting it through Law No. 08-09 on the Code of Civil and Administrative Procedure. The present paper aims to elucidate the legal framework of international commercial arbitration in the field of international public procurement under Algerian law. The study emphasizes the conditions for the validity of the arbitration agreement, as well as the rules governing arbitral proceedings and awards. In addition, it examines the procedures for recognition, enforcement and appeals against arbitral awards. The findings reveal that this mechanism, although accepted, remains strictly regulated.

Key words: *International Commercial Arbitration; International Public Procurement; Arbitral Award; Public Legal Entities; Recognition and Enforcement; Code of Civil and Administrative Procedure; 1958 New York Convention.*

Introduction:

Globalization, as experienced by the world today, means that no state can live in autarky, which leads to the interdependence of states. This interdependence directly affects the emergence of economic relations between states and foreign economic operators.

In this context, states -particularly Algeria- at times resort to international public procurement, i.e., contracts concluded between public authorities and foreign economic operators to meet needs in works, supplies, services, and studies.

However, the performance of these international public contracts can give rise to disputes between public authorities and foreign contractors. Faced with such disputes, international commercial arbitration—an alternative dispute-resolution mechanism distinct from national courts and traditional litigation—proves particularly effective.

Recognizing the importance of arbitration in international economic relations, the Algerian legislator incorporated it into the Code of Civil and Administrative Procedure (hereinafter "CCAP"), thereby creating a domestic legal framework inspired notably by the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. This marks a clear shift in the legislator's stance: from initial rejection to a more regulated acceptance of international commercial arbitration, especially in the field of international public procurement. In this context, it expressly permitted recourse to international commercial arbitration by public legal entities, through Article 1006 of the CCAP, which stipulates that: "Public legal entities cannot compromise, except in their international economic relations and in matters of public procurement."

Therefore, a central question arises:

How did the Algerian legislator progressively enshrine international commercial arbitration and organize a legal framework governing its use in international public procurement?

To address our topic, a first chapter will be devoted to the study of the conceptual framework of international commercial arbitration in matters of international public procurement, before addressing, in a second chapter, the legal regime of international commercial arbitration applicable to such procurement under Algerian Legislation.

Chapter 1:
The Conceptual Framework of International Commercial Arbitration in matters of International Public Procurement

In common with other legal systems, the Algerian legislator adopted international commercial arbitration, incorporating it into the CCAP, providing it with a specific legal regime, and authorizing its use to resolve disputes arising from international public procurement. Accordingly, this chapter will first examine the various definitions relevant to our topic, then turn, in a second section, to the practice of international commercial arbitration under Algerian legislation.

Section 1: General Definitions

International commercial arbitration is an alternative means of dispute resolution, distinguished by its private and contractual character. It enables parties to submit an existing or potential dispute to a private tribunal rather than to national

courts. That tribunal may be an established institution—such as the International Chamber of Commerce (ICC) in Paris or the London Court of International Arbitration (LCIA)—in which case the procedure is called institutional arbitration; or it may be one or more arbitrators chosen directly by the parties, which constitutes ad hoc arbitration. It is also characterised by its speed and efficiency. Public procurement, by contrast, is a tool used by public authorities to satisfy collective needs in accordance with applicable laws and regulations. Accordingly, the first subsection defines international commercial arbitration, while the second defines international public procurement.

Subsection 1: Definition of International Commercial Arbitration

The Algerian legislator has placed international commercial arbitration under Title II, "Arbitration," of Book V, "Alternative Dispute Resolution Methods," of the Code of Civil and Administrative Procedure (CCAP). In this context, Article 1039 of the CCAP provides that "for the purposes of this Code, arbitration is international when it concerns disputes relating to the economic interests of at least two States."

In addition, the legislator defines the arbitration clause as the agreement by which the parties to a contract concerning rights subject to arbitration under Article 1006 (Law No. 08-09, 2008) undertake to submit to arbitration any disputes that may arise from that contract (Law No. 08-09, 2008).

The term compromise is defined as the agreement by which parties to an existing dispute submit it to arbitration (Law No. 08-09, 2008, art. 1011).

Scholars have offered various complementary definitions of international commercial arbitration, several of which are examined below:

International commercial arbitration is a technique by which a question concerning the relationship between two or more persons is resolved, by one or more arbitrators who derive their powers from a private agreement, and decide based on that agreement rather than by State authority (Fouchard & al., 1996, p. 12).

Other authors define arbitration as a system that allows parties to remove a dispute from the jurisdiction of courts and have it decided by individuals chosen by the parties or by any agreed procedure (Ahmed Abdel Fattah, 2019, p. 173).

Generally, arbitration is presented as an institution in which a third party, vested with a jurisdictional mandate by the parties, settles a dispute between them (Priscilla Merabti, 2022, p. 50).

It has also been defined as an agreement to submit a dispute to one or more designated persons for resolution without resorting to the competent court (Sadik Siham, 2016, p. 109).

Another definition describes arbitration as an agreement to submit a dispute to one or more designated persons, known as arbitrators, for determination instead of the court that would otherwise have jurisdiction over the dispute. Such an agreement may be concluded after the dispute has arisen, in which case it constitutes a submission agreement, or before the dispute arises in the form of an arbitration clause covering

disputes that may arise in the future from a specific legal relationship (Yousra Awad Abdallah Abdelkader, 2026, p. 836).

The Egyptian Supreme Constitutional Court defined it in its ruling of 17 December 1994 as follows: "To submit a specific dispute between two parties to a third-party arbitrator appointed by mutual agreement or designated in accordance with the conditions the parties set. Thus, the arbitrator may resolve that dispute by a final decision on the issues submitted to them, after each party has presented its position in detail, in observance of the fundamental guarantees of adversarial proceedings" (Talib Mohammad Karim, 2025, p. 13).

The French Council of State has observed, "Arbitration consists of a decision-making power granted to a third party and benefiting from judicial recognition" (Menani Farah, 2010, p. 19).

From the foregoing, it follows that international commercial arbitration is the institution whereby the parties submit the dispute between them to a natural or legal person vested with the status of arbitrator, with a view to having it decided; the parties are therefore obliged to execute the arbitral award pronounced by that arbitrator.

Subsection 2: Definition of international public procurement

The Algerian legislator defines public procurement in Article 2 of Law No. 23-12 establishing the general rules relating to public procurement as follows: "Public procurement contracts are written contracts concluded, for consideration, by the public purchaser, referred to as the 'contracting authority,' with one or more economic operators, referred to as 'co-contracting partners,' to meet the contracting authority's needs in terms of works, supplies, services, and studies, under the conditions stipulated by this Law and by the legislation and regulations in force".

Legal doctrine defines public procurement as contracts by which a contractor undertakes to perform work for the public authority for a fixed price (Ghanes Habib Al-Rahman, 2016, p. 43).

It is also defined as a contract by which a private party undertakes to carry out public works or to provide goods or services for a public authority in order to meet the needs of a public service, in return for an agreed price and under the supervision and on behalf of that public authority (Belmiliani Youcef, 2020, p. 27).

Notably, definitions of international public procurement are relatively rare. Ultimately, international public procurement may be defined as:

"A contract concluded between a public authority and a foreign contracting partner to satisfy the former's needs in works, supplies, services, or studies ".

Section 2: Practice of International Commercial Arbitration in Public Procurement Matters

The study of international commercial arbitration practice in Algerian legislation involves identifying public procurement disputes that are eligible for international arbitration, a point that will be addressed in the first subsection. It also involves examining the history of recourse to this alternative dispute resolution method in Algerian legislation, a topic that will be addressed in the second subsection.

Subsection 1: The Arbitrability of Disputes in International Public Procurement

The arbitrability of disputes in international public procurement refers to the possibility of submitting disputes arising from such contracts to international commercial arbitration. Algerian legislator, in Article 1006 of the Code of Civil Procedure (CCAP), specifies that public legal entities may not enter into arbitration agreements, except in their international economic relations and in matters of public procurement. This indicates that contracting authorities are not categorically prohibited from resorting to arbitration. Nevertheless, a distinction must be drawn between disputes arising from the award of public contracts, which cannot be submitted to international commercial arbitration; and disputes arising from the performance of those contracts, which may be arbitrable.

Disputes arising from the award of public contracts occur before the contract is concluded, i.e., during the procurement procedures. They may include, for example:

- The challenge to the provisional award of a public contract,
- Challenges to the cancellation of a contract,
- Challenges to a declaration of unsuccessful bidding or to the cancellation of the procedure in the context of a call for tenders or a negotiated procedure following consultation.

Legal recourse for those challenges lies exclusively before the administrative court by way of an action for annulment, since they concern administrative decisions of the contracting authority (See Law No. 08-09, 2008, art. 800).

Disputes arising from the performance of public contracts occur after a contract has been granted to a specific contracting partner and may result from an imbalance of obligations between the parties, delays in performance, or breaches by one of the parties.

Article 87 of Law No. 23-12 provides that Algerian legislation governs disputes arising during the execution of a public contract. That provision refers to the Code of Civil and Administrative Procedure, which expressly recognizes the possibility of resorting to international commercial arbitration under the conditions it prescribes.

However, the legislator has not specified which procurement disputes are arbitrable, except to exclude matters touching on public policy and questions of legal status and capacity (Moussaoui Malika, 2015, p. 228).

Subsection 2: Evolution of International Commercial Arbitration in Algerian Legislation

The practice has evolved through two main phases, moving from initial rejection to regulated acceptance.

A. Initial rejection:

At independence, the Algerian legislator—through Ordinance No. 66-154 establishing the Code of Civil Procedure—allowed individuals to submit to arbitration for rights they could freely dispose of, excluding maintenance, inheritance, housing

and clothing rights, as well as matters affecting public policy, legal status, and legal capacity.

Nevertheless, the law prohibited recourse to arbitration by public legal entities in their international commercial relations (Ordinance No. 66-154, 1966, art. 442), effectively excluding arbitration for public contracts with foreign partners. Algeria viewed arbitration with suspicion, fearing it would undermine sovereignty and displace national courts when confronting the economic and financial power of multinational companies (Bouchelaghem Saloua, 2021, p. 1053). It viewed arbitration as an infringement on that sovereignty, a mechanism that competed with and side-lined national courts in resolving disputes.

The legislator later authorised certain forms of arbitration by ordinance No. 75-44, which made arbitration mandatory for specific organisations, yet it still did not expressly permit public entities to use international commercial arbitration in their international economic relations. Thus, the prohibition on arbitration by public legal entities remained largely in force.

From 1988, Algeria began economic reforms to transition from a centrally planned economy toward a market economy (Bouchelaghem Saloua, 2021, p. 1056), prompting a series of legal and economic changes that opened the way to broader acceptance of international commercial arbitration.

To implement these reforms, the governments of the time needed to stabilise the economy and revive growth by stimulating the productive sector, which required an influx of foreign capital and a diversification of partners. It was therefore difficult for Algeria to assert a role in international trade while disregarding the customary dispute-resolution method of arbitration (Bouchelaghem Saloua, 2021, p. 1056).

Consequently, the Algerian legislator had little choice but to permit recourse to international commercial arbitration and, by Article 442 of Legislative Decree No. 93-09 amending and supplementing Ordinance No. 66-154 establishing the Code of Civil Procedure, to authorise public legal entities to enter into compromises in the context of their international commercial relations, while maintaining the prohibition on compromise in matters relating to maintenance obligations, inheritance rights, housing and clothing entitlements, public order, and the legal status and capacity of persons. Nonetheless, the position remains ambiguous regarding settlement (compromise) in international public procurement: although public legal entities were allowed to settle disputes in their international commercial relations, the legislator did not clearly state whether such settlement is permissible for public contracts concluded with foreign co-contracting parties.

B. A regulated acceptance:

With the enactment of Law No. 08-09 (Code of Civil and Administrative Procedure), the Algerian legislator formally accepted the use of international commercial arbitration for disputes arising from international public procurement. It authorised public legal entities to conclude arbitration agreements in Article 1006(3):

"Public legal entities may not enter into arbitration agreements except in their international economic relations and in matters **of public procurement**."

Article 115 of Presidential Decree No. 10-236 regulating public procurement, reinforces this approach by providing that "disputes arising during the execution of the contract shall be settled within the framework of the legislative and regulatory provisions in force." That reference to the Code of Civil and Administrative Procedure effectively recognises the use of international arbitration for disputes stemming from international public procurement.

Furthermore, Presidential Decree No. 15-247 regulating public procurement and public service delegations addresses this issue. Article 153 states "any recourse by contracting authorities, in resolving disputes arising from the performance of public contracts concluded with foreign co-contracting partners, to an international arbitration body is subject, upon the proposal of the competent minister, to prior approval by the government."

Law No. 23-12 establishing the general rules relating to public procurement likewise echoes this requirement. Article 89 provides that "recourse by contracting authorities, in disputes arising from the performance of public contracts concluded with foreign co-contracting partners, to an international arbitration body is subject, upon the proposal of the competent ministry, to prior approval by the government; when the contract is concluded by Parliament through its two chambers, recourse to international arbitration requires the prior approval of their respective offices."

Thus, although the legislator has formally enshrined international commercial arbitration for international public procurement, the requirement of prior government approval represents a significant restriction on the autonomy of public legal entities and limits the efficiency and speed typically associated with arbitration.

Chapter 2:
The Legal Framework of International Commercial Arbitration in International Public Procurement under Algerian Legislation

Having established the use of international commercial arbitration, the Algerian legislator provided it with a specific legal framework by regulating the procedures for resorting to it in Chapter V of the CCAP. The first section will examine the validity of the arbitration clause, the arbitral proceedings, and the arbitral award. The second section will address the recognition and enforcement of arbitral awards and the remedies available against them.

Section 1: The Validity of the Arbitration Clause, the Arbitral Proceedings, and the Arbitral Award

For recourse to international arbitration to be valid, certain conditions must be met. The legislator has made the validity of the arbitration clause dependent on the satisfaction of specific requirements, which will be examined in the first subsection.

The second subsection will focus on the arbitral proceedings and the arbitral award under Algerian legislation.

Subsection 1: Requirements for the Validity of the Arbitration Clause

No specific rule requires that the clause providing for recourse to international arbitration be included in the main contract binding the parties and drafted at the same time as that contract in the form of an arbitration clause. Nor must it necessarily be drafted after a dispute has arisen during the performance of the main contract and take the form of a submission agreement. Nevertheless, the legislator has laid down certain conditions for the validity of such a clause.

1. The parties' consent to arbitrate:

As with any contract, the autonomy of the parties' will is a prerequisite for resorting to international arbitration. Article 59 of the Algerian Civil Code provides that "a contract is formed as soon as the parties have exchanged their concurring wills, without prejudice to legal provisions." (Ordinance No. 75-58, 1975, art. 59) The parties' consent therefore forms the basis of arbitration, and it must be free from any defect, such as fraud, mistake, duress, or unconscionability; otherwise, the arbitration agreement, whether an arbitration clause or a submission agreement, will be null and void. Accordingly, consent to international arbitration can arise only from the mutual agreement of the parties to the dispute.

2. It must be stipulated in writing:

Whether it is an arbitration clause or a submission agreement, both must satisfy the formal requirements imposed by Algerian legislation and be evidenced by a written document in the form of a contract (See Articles 1008 and 1012 of Law No. 08-09).

Thus, the arbitration agreement must, on pain of nullity, be concluded in writing or by any other means of communication that allows written proof of its existence (Law No. 08-09, 2008, art. 1040).

3. Appointment of arbitrators:

The arbitration clause or the arbitration agreement must, on pain of nullity, include the name of the arbitrator or arbitrators, or the method of their appointment. It must also specify the arbitral tribunal in the case of institutional arbitration (See Articles 1008 and 1012 of Law No. 08-09) .

In the absence of such an appointment, or where there is difficulty in appointing the arbitrator, the legislator has provided, in Article 1041 of the Code of Civil and Administrative Procedure that the most diligent party may:

1. If the arbitration is to take place in Algeria, refer the matter to the president of the court of the place of arbitration.

2. If the arbitration is to take place abroad and the parties have agreed to apply the rules of procedure in force in Algeria, refer the matter to the president of the court of Algiers.

It should be noted that the arbitral tribunal might be composed of a sole arbitrator or of several arbitrators, provided that their number is odd (Law No. 08-09, 2008, art. 1017).

4. Definition of the subject matter of the dispute:

As for submission agreements, unlike arbitration clauses, they are concluded after the dispute has arisen. Consequently, the subject matter of the dispute must be clearly defined and circumscribed by the parties at the time the agreement is concluded; otherwise, the agreement is void (Law No. 08-09, 2008, art. 1012).

5. Prior approval of the competent institutions:

The legislator has required that recourse by contracting authorities to an international arbitration body, for the settlement of disputes in international public procurement, be subject, upon the proposal of the relevant minister, to the prior approval of the government. In the case of public contracts concluded by Parliament through its two chambers, recourse to an international arbitration body is subject to the prior approval of their respective offices (Law No. 23-12, 2023, art. 89). From the above, it appears that a commitment to arbitrate in international public procurement remains void in the absence of approval by the aforementioned institutions.

Subsection 2: Arbitration Proceedings and Awards in Algerian Legislation

By enshrining the primacy of the parties' will in the arbitration agreement, the legislator leaves them free to choose the procedural rules to be followed during the arbitral proceedings. They may opt for a specific set of arbitration rules, such as those of the United Nations Commission on International Trade Law (UNCITRAL) or the International Chamber of Commerce (ICC), or submit the proceedings to the procedural law they themselves determine.

Where the parties have not specified the applicable procedural rules, the time limits and formalities established for state courts apply to the arbitral proceedings (Law No. 08-09, 2008, art. 1019).

The arbitral award is adopted by majority vote of the arbitrators (Law No. 08-09, 2008, art. 1026) after confidential deliberations (Law No. 08-09, 2008, art. 1025). To be valid, it must be reasoned and set out the claims and arguments of the parties (Law No. 08-09, 2008, art. 1027). It must also include the following information:

1. The full names of the arbitrators who rendered the award.
2. The date.
3. The place where the award was rendered.
4. The full names of the parties, their addresses, and, for legal entities, their registered offices.
5. Where applicable, the full names of the lawyers or any other person who represented or assisted the parties (Law No. 08-09, 2008, art. 1028).
6. The signatures of all the arbitrators (Law No. 08-09, 2008, art. 1029).

Section 2: Recognition, Enforcement, and Recourse against Arbitral Awards

The recognition and enforcement of arbitral awards are essential to ensuring the effectiveness of international arbitration in Algeria. Governed by domestic legislation and by the State's international commitments, particularly the 1958 New York Convention, these procedures fall within a specific legal regime. Accordingly, this

section will be devoted, first, to the recognition and enforcement of arbitral awards and, second, to the remedies available against them.

Subsection 1: Recognition and Enforcement of Arbitral Awards

Following Algeria's accession to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 10 June 1958, it undertook, under Article 3 of the Convention, to recognize arbitral awards as binding and enforce them in accordance with the procedural rules of the territory where the award is invoked. (New York Convention, 1958, art. 3)

In this context, the legislator's position on the recognition and enforcement of international arbitral awards in Algeria is consistent with the provisions of the 1958 New York Convention. Article 1052 of Law No. 08-09 provides that the existence of an arbitral award is established by producing the original award together with the arbitration agreement, or authenticated copies of those documents. (Law No. 08-09, 2008, art. 1052)

Similarly, Article 4 of the 1958 New York Convention provides, in particular, that the party seeking recognition or enforcement must submit:

a) The duly authenticated original of the award, or a certified copy;

b) The original arbitration agreement referred to in Article 2, or a certified copy.

However, although the Algerian State has signed and ratified the 1958 New York Convention, the legislator requires, under Article 1051(1) of Law No. 08-09, that the party invoking the award establish its existence and that the award not be contrary to international public policy in order to be recognised and enforced within its territory, in accordance with Article 5(2) of the Convention, which permits the refusal of recognition or enforcement where the subject matter is not capable of settlement by arbitration or where recognition or enforcement would be contrary to the public policy of the State in which it is sought. (Law No. 08-09, 2008, art. 1051(1); New York Convention, 1958, art. 5(2)).

It should be noted that the legislator has not defined international public policy, leaving the matter to legal doctrine. Doctrine defines it as the set of principles and values underlying the moral identity of the State and helping to shape an ideal conception of human life within it, as well as its orientation toward political, social, economic, or moral objectives. These principles and values govern all legal relations within the State, notably through peremptory norms designed to frame and regulate them. In practice, they serve a dual purpose: first, they render void any voluntary act that contravenes them, including where parties waive recognised legal rights and guarantees; second, they make it possible to declare unlawful any individual act or decision that violates those norms (Mostafa Al-Jamal & Akacha Abdel-Aali, 1998, p. 153).

Thus, for an arbitral award to be enforceable in Algeria, it must not be contrary to public policy or to mandatory state rules.

As for procedure, the party seeking enforcement must file the original arbitral award with the registry of the court within whose jurisdiction it was rendered (Law No.

08-09, 2008, art. 1035), together with any other documents required by law (Law No. 08-09, 2008, art. 1052). The parties must also pay the filing fees (Law No. 08-09, 2008, art. 1035).

The award is then declared enforceable in Algeria by the president of the court within whose jurisdiction it was rendered, or by the enforcement court if the seat of the arbitral tribunal is located outside the national territory (Law No. 08-09, 2008, art. 1051(2)).

Finally, arbitral awards are made enforceable by an order of the president of the court, and the parties may appeal that order before the court of appeal in the event of refusal (Law No. 08-09, 2008, art. 1035).

Subsection 2: Remedies

A reading of the CCAP shows that the legislator distinguishes between, on the one hand, an appeal against an order granting or refusing recognition or enforcement of an international arbitral award and, on the other, an appeal against the arbitral award itself.

With regard to an order refusing recognition or enforcement of the award, the legislator provides for the right of appeal (Law No. 08-09, 2008, art. 1055).

As for an order granting recognition or enforcement of the award, the right of appeal may be exercised only on the grounds set out in Article 1056 of the CCAP, namely:

- If the court ruled without an arbitration agreement, or on the basis of an agreement that is void or has expired.
- If the court was improperly constituted, or if the sole arbitrator was improperly appointed.
- If the arbitral tribunal ruled without complying with its mandate.
- If the principle of adversarial proceedings was not respected.
- If the arbitral tribunal failed to give reasons for its award, or if the reasons are contradictory.
- If the award is contrary to international public policy.

As for appeals against international arbitral awards, the legislator allows an action for annulment against awards rendered in Algeria, in the cases provided for in Article 1056 of the Algerian Code of Civil Procedure (CCAP) referred to above (Law No. 08-09, 2008, art. 1058).

In this respect, the legislator specifies that such an action is admissible only within one month from service of the order making the award enforceable (Law No. 08-09, 2008, art. 1059), and it must be brought before the court within whose jurisdiction the award was rendered (Law No. 08-09, 2008, art. 1059). Moreover, the order granting enforcement of the award is not subject to appeal. Finally, the filing of an action for annulment against the arbitral award automatically entails an appeal against the court's enforcement order, or a discontinuance order if the court has not yet ruled on the matter (Law No. 08-09, 2008, art. 1058).

Furthermore, it should be noted that judgements delivered based on the aforementioned appeals might be challenged before the Court of Cassation (Law No. 08-09, 2008, art. 1061).

Conclusion:

In light of the above mentioned, it appears that international commercial arbitration in the context of international public procurement under Algerian legislation has undergone notable evolution, marked by a shift from an initial rejection to a regulated acceptance by the legislator, particularly through Law No. 08-09 establishing the Code of Civil and Administrative Procedure and Law No. 23-12 laying down the general rules on public procurement.

This development reflects the Algerian legislator's will to adapt to the demands of international commerce and to support economic openness by offering foreign operators a more flexible and expeditious method of dispute resolution than state courts.

Accordingly, the legislator has established a legal regime regulating international commercial arbitration, setting out the conditions for the validity of the arbitration agreement, the rules applicable to the arbitral procedure, and the modalities for the recognition and enforcement of arbitral awards, while taking account of Algeria's international commitments, in particular the 1958 New York Convention.

Thus, the analysis reveals that this regime has been strictly regulated. The requirement of prior government approval for recourse to arbitration in international public procurement constitutes a significant limitation that may affect the speed and effectiveness of this mechanism. Likewise, the reference to international public policy, without any precise definition, leaves considerable room for judicial interpretation, which may create a degree of legal uncertainty.

In conclusion, although the Algerian legislator has enshrined international commercial arbitration in the field of international public procurement, this mechanism remains capable of improvement, and its effectiveness will depend on the evolution of the legal framework so that it better meets the requirements of international practice.

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