



# **Economic efficiency and legal effectiveness of review and remedies procedures for public contracts**

*Annexes*

*MARKT/2013/072/C*

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Titre: "EXECUTIVE SUMMARY OF THE STUDY OF THE ECONOMIC EFFICIENCY AND LEGAL EFFECTIVENESS OF REVIEW AND REMEDIES PROCEDURE FOR PUBLIC CONTRACTS IN THE EU"

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# 1. Questionnaire: suppliers

## Evaluation of the public procurement remedies directive



### Survey of suppliers

#### Introduction

Thank you for responding to this survey which is being conducted by Europe Economics ([www.europe-economics.com](http://www.europe-economics.com)) and Milieu ([www.milieu.be](http://www.milieu.be)) on behalf of the Internal Market and Services Directorate General of the European Commission. The research seeks to evaluate the Public Procurement Remedies Directive (the “Remedies”, as amended in Directive 2007/66/EC).

This questionnaire seeks information that will help the European Commission gain a better understanding of the effectiveness of the “Remedies” in the European Union. We would appreciate your company’s views, even if you are not actively participating in public procurement.

Below is a summary of the “Remedies” provisions to help you answer the questionnaire. Even if you are not familiar with the “Remedies” you may be aware of these provisions, which may be included in your national legislation.

#### *The “Remedies”*

The “Remedies” laws have been designed to guarantee the principles of European Union public procurement legislation and to address breaches in public procurement laws. The “Remedies” provisions are intended to ensure that public contracts are awarded in an open, fair and transparent manner.

The main provisions of the “Remedies” are:

- Automatic de-brief to bidders at the time of the contract award notice: This ensures that all bidders are aware of the contracting authority’s decision and have the opportunity to appeal or challenge the decision by seeking a “review” with the contracting authority or with the independent review body.
- Standstill period: Contracting authorities must wait at least 10 calendar days after deciding who has won the public contract before the contract can be signed. This is to ensure that all stakeholders have sufficient time to consider the authorities’ contract award decisions and apply for a review if necessary.
- Time limits for applying for review: Time limits on suppliers applying for a review of a contracting authority’s award decision must be at least 10 days after the contract award decision is sent to the tenderer (at least 15 days if the decision is sent by any means other than fax or electronic communication).
- Suspension of the contract award procedure where review proceedings are raised: The contract award procedure cannot continue until the review proceedings have been concluded.
- Provisions for ineffective contracts: A Review body independent of the contracting authority will have the power to consider contracts ineffective (invalid) if procurement laws are breached.
- Provision for alternative penalties: If a contract breaches procurement law and the independent review

body does not decide it is ineffective, the review body can impose alternative penalties such as fines or the shortening of the contract duration.

- Voluntary ex ante transparency notice: If a contracting authority awards a public contract without first publishing a contract notice in the Official Journal of the European Union (OJEU), it can publish a “voluntary ex ante notice” in the OJEU that contains a justification of the decision to award the contract without prior publication of a contract notice, and the details of the economic operator who has been awarded the contract. If the contracting authority does this it may avoid the contract decision being considered ineffective by an independent review body.

### Questionnaire overview

The questionnaire should take no more than **20 minutes** to complete.

The questionnaire covers the following sections:

- Information about your company
- Your view of the relevance of the “Remedies”
- Your view of the effectiveness of the “Remedies”
- Your company’s experience in appealing procurement decisions
- Your company’s experience of being challenged in relation to a contract award

### Confidentiality

This is a secure weblink so no one outside of Europe Economics and Milieu can access your answers. All your responses will remain confidential, and you do not have to answer any questions you do not want to. Neither you nor your organisation will be personally identified to the European Commission or to anyone else.

Questions marked with an asterisk \* require an answer to be given.

## A. Information about your company

This information about your company will help us better understand your answers in comparison to other respondents.

Location of your company (if your organisation is located in more than one Member State, please select the location of the branch you will answer the questions on behalf of) \*

- |                                      |                                   |                                      |
|--------------------------------------|-----------------------------------|--------------------------------------|
| <input type="radio"/> Austria        | <input type="radio"/> Germany     | <input type="radio"/> Poland         |
| <input type="radio"/> Belgium        | <input type="radio"/> Greece      | <input type="radio"/> Portugal       |
| <input type="radio"/> Bulgaria       | <input type="radio"/> Hungary     | <input type="radio"/> Romania        |
| <input type="radio"/> Croatia        | <input type="radio"/> Ireland     | <input type="radio"/> Slovakia       |
| <input type="radio"/> Cyprus         | <input type="radio"/> Italy       | <input type="radio"/> Slovenia       |
| <input type="radio"/> Czech Republic | <input type="radio"/> Latvia      | <input type="radio"/> Spain          |
| <input type="radio"/> Denmark        | <input type="radio"/> Lithuania   | <input type="radio"/> Sweden         |
| <input type="radio"/> Estonia        | <input type="radio"/> Luxembourg  | <input type="radio"/> United Kingdom |
| <input type="radio"/> Finland        | <input type="radio"/> Malta       |                                      |
| <input type="radio"/> France         | <input type="radio"/> Netherlands |                                      |

Size of your company (number of full-time equivalent employees) \*

- |                                    |                                      |                                   |
|------------------------------------|--------------------------------------|-----------------------------------|
| <input type="radio"/> Less than 10 | <input type="radio"/> 251 - 500      | <input type="radio"/> Do not know |
| <input type="radio"/> 11 - 50      | <input type="radio"/> 501 - 1000     |                                   |
| <input type="radio"/> 51 - 250     | <input type="radio"/> More than 1000 |                                   |

Sector in which your company operates. To select more than one sector, please hold the Ctrl key and select the options required. \* (at least 1 answers)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> accounting and bookkeeping services                              | <input type="checkbox"/> courier services by land and air                         | <input type="checkbox"/> publishing and printing services on a payment or contract basis     |
| <input type="checkbox"/> advertising services   | <input type="checkbox"/> engineering services and integrated engineering services | <input type="checkbox"/> research and development services                                   |
| <input type="checkbox"/> air transport services   | <input type="checkbox"/> insurance services                                       | <input type="checkbox"/> services relating to scientific et technical consulting             |
| <input type="checkbox"/> architectural services   | <input type="checkbox"/> land transport services                                  | <input type="checkbox"/> sewage and refuse disposal services sanitation and similar services |
| <input type="checkbox"/> banking and investment services                                  | <input type="checkbox"/> maintenance and repair services                          | <input type="checkbox"/> technical testing and analysis services                             |
| <input type="checkbox"/> capital and consumer goods industries                            | <input type="checkbox"/> management consulting and related services               | <input type="checkbox"/> telecommunications services   |
| <input type="checkbox"/> cleaning services for buildings and property management services | <input type="checkbox"/> market studies and surveys                               | <input type="checkbox"/> trade (supply of goods)   |
| <input type="checkbox"/> computer and related services                                    | <input type="checkbox"/> non-profit-making association or other grouping          | <input type="checkbox"/> urban planning and landscape architectural services                 |
| <input type="checkbox"/> construction   | <input type="checkbox"/> others   |  |

Annual turnover for the most recent set of accounts [Expressed in euro] \*

- |   |   |                                   |
|---|---|-----------------------------------|
| <input type="radio"/> Less than €500,000      | <input type="radio"/> €5 million - €10 million      | <input type="radio"/> Do not know |
| <input type="radio"/> €500,000 - €1 million   | <input type="radio"/> €10 million - €50,000 million |                                   |
| <input type="radio"/> €1 million - €5 million | <input type="radio"/> More than €50,000 million     |                                   |

Proportion of your revenue generated from public contracts \*

- |   |                                 |                                   |
|---|---------------------------------|-----------------------------------|
| <input type="radio"/> Zero - my company does not typically bid for public procurement | <input type="radio"/> 21% - 30% | <input type="radio"/> 51% - 60%   |
| <input type="radio"/> 1% - 10%  | <input type="radio"/> 31% - 40% | <input type="radio"/> over 60%    |
| <input type="radio"/> 11% - 20%   | <input type="radio"/> 41% - 50% | <input type="radio"/> Do not know |



What are the reasons for NOT participating in public tenders? \* (at least 1 answers)

- My company does not have products or services usually sought by public authorities
- My company does not have the resources to invest in submitting tenders
- Monitoring calls for tender is too time-consuming or costly
- Public procurement rules and procedures are too difficult to work with
- Insufficient advertising of public calls for tender
- I do not really believe that public contracts are awarded on a purely competitive basis
- Very high competitive environment and low chances of success
- Other
- Do not know



If you would like, please specify the other reasons for not participating in public tenders. (Please limit your response to 5 lines of text)



What do you think are the typical reasons for companies NOT participating in public tenders? \* (at

least 1 answers)

- Companies may not have products or services usually sought by public authorities
- Companies do not have the resources to invest in submitting tenders
- Monitoring calls for tender could be too time-consuming or costly
- Public procurement rules and procedures are too difficult to work with
- Insufficient advertising of calls for tender
- There is a widespread belief that public contracts are not awarded on a purely competitive basis
- Very high competitive environment and low chances of success
- Other
- Do not know



If you would like, please specify the other reasons for companies not participating in public tenders. (Please limit your response to 5 lines of text)



Thinking about the last time you bid for a public sector contract, were you satisfied with the outcome? \*



Yes



No



Partially



What were the reasons for you being unsatisfied, or only partially satisfied with the outcome? \*



I do not believe public contracts are awarded on a competitive basis



The rules are too difficult to understand or to comply with



There were discriminatory specifications in the tender documents



Tender was awarded without a contract notice



Insufficient reasons for the authority's decision given in the award notice



Lack of transparency in the process



Contract was awarded to an abnormally cheap tender



Other



Do not know



If you would like, please specify other reasons for you being unsatisfied, or only partially satisfied with the outcome. (Please limit your response to 5 lines of text)

## B. Relevance of the "Remedies"

The "Remedies" were designed to better address breaches in public procurement rules. In this section we seek your

views on the “Remedies”. Please refer to the Introduction for a summary of the provisions.

The “Remedies” includes the following provisions. Please tick those you consider most relevant. \*

- Automatic debrief to bidders at the time of the contract award decision notice
- ‘Standstill period’ to be at least 10 days
- Time limits for applying for a review to be at least 10 days
- Suspension of the contract award procedure where review proceedings are raised
- The ability of an independent review body to render a contract award ineffective
- Civil financial penalties and contract shortening remedies
- Voluntary ex ante transparency notice
- None of these provisions are relevant in practice
- Do not know

What are the reasons that make the “Remedies” less relevant? \*

- Public procurement outcomes have already improved considerably over the past few years
- There are very few instances of breaches in procurement law
- Contracting authorities do not pay attention to public procurement rules and therefore the "Remedies" are ineffective
- People make inappropriate use of the reviews just to increase the burden for authorities and successful firms
- I do not think anything makes the “Remedies” less relevant
- Other
- Do not know

 If you would like, please specify other reasons that make the "Remedies" less relevant. (Please limit your response to 5 lines of text)

Do you think there are still problems in addressing breaches in procurement law? \*

- No
- Yes



If you would like, please briefly describe the problems below. (Please limit your response to 5 lines of text)

## C. Effectiveness of the "Remedies"

The "Remedies" provisions as described in the Introduction were designed to make the public procurement process more transparent, fairer and more open. We would like to have your views on how effective the "Remedies" are in achieving these aims.

The "Remedies" are an effective way for reviewing and challenging procurement decisions \*

- Strongly agree
- Agree
- Indifferent
- Disagree
- Strongly disagree
- Do not know

The "Remedies" have helped the public procurement process to become more transparent (more information is available to all companies about the details of public contracts, how they have been awarded, and how parties may challenge decisions) \*

- Strongly agree
- Agree
- Indifferent
- Disagree
- Strongly disagree
- Do not know

The "Remedies" have helped the public procurement process to become fairer (all companies have the same opportunities to bid for public procurement contracts). \*

- Strongly agree
- Agree
- Indifferent
- Disagree
- Strongly disagree
- Do not know

The "Remedies" have helped the public procurement process to become more open (there are fewer barriers to companies participating in public procurement contracts, cross-border procurement is easier). \*

- Strongly agree
- Agree
- Indifferent
- Disagree
- Strongly disagree
- Do not know

If you have further comments about the effectiveness of the "Remedies" that you would like to share with us, please describe here.

## D. Review Experience

In this section we would like to know about your experiences in seeking a review of a public procurement procedure. This means appealing or challenging the authorities' award of the contract because you were dissatisfied with the procurement procedure or the outcome. This may include appealing to the contracting authority or a national independent review body.

We would like to ask you about your organisation's cost and financial information in relation to your review experience. Please select the currency in which you will report your estimates. \*

- Euro
- Pounds sterling
- Danish krone
- Czech koruna
- Croatian Kuna
- Hungarian forint
- Latvian lats
- Lithuanian litas
- Polish złoty
- Swedish krona

How many review applications have you made when dissatisfied with the outcome of a public procurement procedure in the past 5 years? \*

- 0
- 1 - 3
- 4 - 6
- 7 - 10
- More than 10
- Do not know



For what reasons did your company NOT ask for a review: \* (at least 1 answers)

- No opportunity to do so (contract already signed)
- Fears of retaliation (less chance of winning future contracts)
- No confidence in the system for reviewing decisions
- Small chances of success
- The review system is too slow
- Legal costs too high
- Potential rewards do not cover losses
- Other
- Do not know



Please specify the other reasons that your company did not ask for a review. (Please limit your response to 5 lines of text)



Please think back to the most recent review you sought. What was the size of the contract that was the subject of this review? [Estimated price in selected currency]



Please leave blank if you do not know the answer.



What were the reasons for making an application for review on that occasion? \*

- Discriminatory specifications in tender documents
- Illegal qualification/shortlisting decision
- Tender was awarded without a contract notice
- Lack of transparency in the process
- Insufficient reasoning in award notice
- Illegal composition of evaluation committees
- Contract awarded to an abnormally low tender
- Other
- Do not know



Please specify the other reasons for making an application for review. (Please limit your response to 5 lines of text)



Please leave blank if you do not know the answer.



What was the outcome of the review on that occasion: \*

- The contract was declared ineffective by the Review body
- Alternative penalties were applied (e.g. financial penalties or shortening of the contract)
- Damages were awarded to my company
- The review was not successful for us
- Other
- Do not know



Please specify other outcomes of the review. (Please limit your response to 5 lines of text)



Please state the amount of the damages awarded to your company. [Estimated price in selected currency]



*Please leave blank if you do not know the answer.*



Were you satisfied with the outcomes of the review: \*

- Yes
- No
- Partially



What were the reasons for you being unsatisfied or only partially satisfied with the outcomes of the review \*

- The review was dismissed by the review body
- The contract was signed before a review could be sought
- The contract was signed before resolution or judgment
- Our company was not considered to have sufficient interest in acting
- Damages awarded were insignificant
- Other
- Do not know



If you would like, please specify other reasons for you being unsatisfied with the outcomes of the review. (Please limit your response to 5 lines of text)



How long did the review procedure last (start-to-final decision)? \*

- Less than a week
- 1 to 2 weeks
- 2-4 weeks
- 1 to 2 months
- 3 to 6 months
- 6 months to a year
- Longer than a year
- Don't Know



Please specify the number of months the review procedure lasted.

## E. Cost of Review

We would like to know about the costs incurred by your company in this latest review process. Please be reassured that this information will remain confidential to Europe Economics and Milieu.

Please estimate the number of days (full-time equivalent) spent by your **junior staff**.



*Please leave blank if you do not know the answer.*

Please estimate the number of days (full-time equivalent) spent by your **senior staff**.



*Please leave blank if you do not know the answer.*

**If you cannot provide the above breakdown,** please estimate the number of days (full-time equivalent) spent by all your staff.

 Please leave blank if you do not know the answer or have already provided your answer to questions above.

Please estimate any external **legal fees**. [Estimated cost in selected currency]

 Please leave blank if you do not know the answer.

Please estimate any external **court fees**. [Estimated cost in selected currency]

 Please leave blank if you do not know the answer.

Please estimate any **other external costs**. [Estimated cost in selected currency]

 Please leave blank if you do not know the answer.

**If you cannot provide the above breakdown,** please estimate the **total external costs**. [Estimated cost in selected currency]

 Please leave blank if you do not know the answer or have already provided the answer to questions above.

**If you do not know the breakdown of costs,** please provide an estimate of the **total internal and external costs** of the review process to your company. [Estimated cost in selected currency]

 Please leave blank if you do not know the answer.

## F. Third-party challenge experience

Other suppliers may challenge a public contract that was awarded to your company by seeking a review of the procurement procedure.

Has a third party ever challenged a public contract that was awarded to your company? \*

- Yes
- No, not that I am aware of

 Thinking back to the most recent review, what was the size of the contract that was subject to the last third-party review? [Estimated price in local currency]

 Please leave blank if do not know the size of the contract.

 How long did the review last (start-to-final decision)? \*

- Less than a week
- 1 to 2 weeks
- 2-4 weeks
- 1 to 2 months
- 3 to 6 months
- 6 months to a year
- Longer than a year
- Don't Know

 Please specify the number of months the review lasted.

 Did your company incur any costs or negative impacts from the review? \*

- Yes
- No
- Do not know

 Did your company suffer any lost profits or revenue in relation to this contract, due to the delay caused by the review (or perhaps in relation to resources being kept on hold)? \*

- Yes
- No
- Do not know



Please estimate any lost **revenue** caused by the review as a percentage of the total contract value.

%



Please estimate any lost **profits** caused by the review as a percentage of the total contract value.

%



Please estimate the number of days (full-time equivalent) of the **junior staff** involved in the process of responding to a third-party review of your contract.



*Please leave blank if you do not know the answer.*



Please estimate the number of days (full-time equivalent) of the **senior staff** involved in the process of responding to a third-party review of your contract.



*Please leave blank if you do not know the answer.*



**If you do not know the breakdown of the number of staff days**, please estimate the **total** number of days (full-time equivalent) of **all staff** involved in the process of responding to a third-party review of your contract.



*Please leave blank if you do not know the answer or have already provided the answers to the questions above.*



Please estimate any **legal fees** related to the review. [Estimated costs in local currency]



*Please leave blank if you do not know the answer.*



Please estimate any **court fees** related to the review. [Estimated costs in selected currency]



*Please leave blank if you do not know the answer.*



Please estimate any **other external costs** related to the review. [Estimated costs in selected currency]



*Please leave blank if you do not know the answer.*



If you do not know the **breakdown of the external costs**, please provide an estimate of the total external costs related to the review. [Estimated costs in selected currency]



*Please leave blank if you do not know the answer or have already provided the answers to the questions above.*



If you do not know the **breakdown of the internal and external costs**, please provide an estimate of the total cost of responding to the third-party review. [Estimated cost in selected currency]



*Please leave blank if you do not know the answer or have already provided your answers to questions above.*

## G. Contact details

Thank you very much for completing the questionnaire. As stated, your response will remain confidential, and no one outside of Europe Economics and Milieu will see your answers. If you are willing, please provide your details below.

Please provide the name of your organisation.

Please provide your name and role within the organisation.

Please provide your email address and contact telephone number

Are you willing to be contacted by Europe Economics to discuss your response further?

Yes

No

## 2. Questionnaire: contracting authorities

### Evaluation of the public procurement remedies directive



#### Survey of Contracting Authorities

Thank you for responding to this survey which is being conducted by Europe Economics ([www.europe-economics.com](http://www.europe-economics.com)) and Milieu ([www.milieu.be](http://www.milieu.be)) on behalf of the Internal Market and Services Directorate General of the European Commission. The research seeks to evaluate the Public Procurement Remedies Directive (the “Remedies”, as amended in Directive 2007/66/EC).

This questionnaire seeks information that will help the European Commission gain a better understanding of the effectiveness of the “Remedies” in the European Union. We would appreciate your organisation’s views, even if you are not actively participating in public procurement.

Below is a summary of the “Remedies” provisions to help you answer the questionnaire. Even if you are not familiar with the “Remedies” you may be aware of these provisions, which may be included in your national legislation.

#### *The “Remedies”*

The “Remedies” laws have been designed to guarantee the principles of European Union public procurement legislation and to address breaches in public procurement laws. The “Remedies” provisions are intended to ensure that public contracts are awarded in an open, fair and transparent manner.

The main provisions of the “Remedies” are:

- Automatic de-brief to bidders at the time of the contract award notice: This ensures that all bidders are aware of the contracting authority’s decision and have the opportunity to appeal or challenge the decision by seeking a “review” with the contracting authority or with the independent review body.
- Standstill period: Contracting authorities must wait at least 10 calendar days after deciding who has won the public contract before the contract can be signed. This is to ensure that all stakeholders have sufficient time to consider the authorities’ contract award decisions and apply for a review if necessary.
- Time limits for applying for review: Time limits on suppliers applying for a review of a contracting authority’s award decision must be at least 10 days after the contract award decision is sent to the tenderer (at least 15 days if the decision is sent by any means other than fax or electronic communication).
- Suspension of the contract award procedure where review proceedings are raised: The contract award procedure cannot continue until the review proceedings have been concluded.

- Provisions for ineffective contracts: A Review body independent of the contracting authority will have the power to consider contracts ineffective (invalid) if procurement laws are breached.
- Provision for alternative penalties: If a contract breaches procurement law and the independent review body does not decide it is ineffective, the review body can impose alternative penalties such as fines or the shortening of the contract duration.
- Voluntary ex ante transparency notice: If a contracting authority awards a public contract without first publishing a contract notice in the Official Journal of the European Union (OJEU), it can publish a “voluntary ex-ante notice” in the OJEU that contains a justification of the decision to award the contract without prior publication of a contract notice, and the details of the economic operator who has been awarded the contract. If the contracting authority does this it may avoid the contract decision being considered ineffective by an independent review body.

### **Questionnaire overview**

The questionnaire should take no more than 20 minutes to complete.

The questionnaire covers the following sections:

- Information about your organisation
- Your view of the relevance of the “Remedies”
- Your view of the effectiveness of the “Remedies”
- The impact of the “Remedies” on your organisation
- Your organisation’s experience of the review process

### **Confidentiality**

This is a secure weblink so no one outside of Europe Economics and Milieu can access your answers. All your responses will remain confidential, and you do not have to answer any questions you do not want to. Neither you nor your organisation will be personally identified to the European Commission or to anyone else.

Questions marked with an asterisk \* require an answer to be given.

## A. Information about your organisation

This information about your organisation will help us better understand your answers in comparison to other respondents.

Location of your organisation \*

<input type="radio"/> Austria	<input type="radio"/> Germany	<input type="radio"/> Poland
<input type="radio"/> Belgium	<input type="radio"/> Greece	<input type="radio"/> Portugal
<input type="radio"/> Bulgaria	<input type="radio"/> Hungary	<input type="radio"/> Romania
<input type="radio"/> Croatia	<input type="radio"/> Ireland	<input type="radio"/> Slovakia
<input type="radio"/> Cyprus	<input type="radio"/> Italy	<input type="radio"/> Slovenia
<input type="radio"/> Czech Republic	<input type="radio"/> Latvia	<input type="radio"/> Spain
<input type="radio"/> Denmark	<input type="radio"/> Lithuania	<input type="radio"/> Sweden
<input type="radio"/> Estonia	<input type="radio"/> Luxembourg	<input type="radio"/> United Kingdom
<input type="radio"/> Finland	<input type="radio"/> Malta	
<input type="radio"/> France	<input type="radio"/> Netherlands	

Sector in which your organisation operates. To select more than one sector, please hold the Ctrl key and select the options required. \* (at least 1 answers)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Defence                        | <input type="checkbox"/> General public services         | <input type="checkbox"/> Public order and safety          |
| <input type="checkbox"/> Economic and financial affairs | <input type="checkbox"/> Health                          | <input type="checkbox"/> Recreation, culture and religion |
| <input type="checkbox"/> Education                      | <input type="checkbox"/> Housing and community amenities | <input type="checkbox"/> Social Protection                |
| <input type="checkbox"/> Environment                    | <input type="checkbox"/> Other                           |   |

Size of your organisation (number of full-time equivalent employees) \*

- |                                    |                                      |                                   |
|------------------------------------|--------------------------------------|-----------------------------------|
| <input type="radio"/> Less than 10 | <input type="radio"/> 251 - 500      | <input type="radio"/> Do not know |
| <input type="radio"/> 11 - 50      | <input type="radio"/> 501 - 1000     |                                   |
| <input type="radio"/> 51 - 250     | <input type="radio"/> More than 1000 |                                   |

Total value of public procurement of your organisation (average annual value) \*

- |   |   |                                   |
|---|---|-----------------------------------|
| <input type="radio"/> Less than €500,000      | <input type="radio"/> €5 million - €10 million      | <input type="radio"/> Do not know |
| <input type="radio"/> €500,000 - €1 million   | <input type="radio"/> €10 million - €50,000 million |                                   |
| <input type="radio"/> €1 million - €5 million | <input type="radio"/> More than €50,000 million     |                                   |

## B. Relevance of the “Remedies”

The “Remedies” were designed to better address breaches in public procurement rules. In this section we seek your views on the “Remedies”. Please refer to the Introduction for a summary of the provisions.

The “Remedies” includes the following provisions. Please tick those you consider most relevant. \*

- Automatic debrief to bidders at the time of the contract award decision notice
- ‘Standstill period’ to be at least 10 days
- Time limits for applying for a review to be at least 10 days
- Suspension of the contract award procedure where review proceedings are raised
- The remedies to render a contract award ineffective
- Civil financial penalties and contract shortening remedies
- Voluntary ex ante transparency notice
- None of these provisions are relevant in practice
- Do not know

What are the reasons that make the “Remedies” less relevant? \*

- Public procurement outcomes have improved considerably over the past few years
- There are very few instances of breaches in procurement law
- Contracting authorities do not pay attention to public procurement rules and therefore the Remedies are ineffective
- People make a bad use of the reviews just to increase the burden for authorities and successful firms
- I do not think anything makes the “Remedies” less relevant
- None of the above
- Other
- Do not know



If you would like, please specify other reasons that make the "Remedies" less relevant. (Please limit your response to 5 lines of text)

Do you think there are still problems in addressing breaches in procurement law? \*

- Yes
- No



Please briefly describe the problems below. (Please limit your response to 5 lines of text)

## C. Effectiveness of the “Remedies”

The “Remedies” provisions as described in the Introduction were designed to make the public procurement process more transparent, fairer and more open. We would like to have your views on how effective the “Remedies” are in achieving these aims.

The “Remedies” are an effective way for reviewing and challenging procurement decisions \*

- Strongly agree
- Agree
- Indifferent
- Disagree
- Strongly disagree
- Do not know

The “Remedies” have helped the public procurement process to become more transparent (more information is available to all companies about the details of public contracts, how they have been awarded, and how parties may challenge decisions) \*

- Strongly agree
- Agree
- Indifferent
- Disagree
- Strongly disagree
- Do not know

The “Remedies” have helped the public procurement process to become fairer (all companies have the same opportunities to bid for public procurement contracts). \*

- Strongly agree
- Agree
- Indifferent
- Disagree
- Strongly disagree
- Do not know

The “Remedies” have helped the public procurement process to become more open (there are fewer barriers to companies participating in public procurement contracts, cross-border procurement is easier). \*

- Strongly agree
- Agree
- Indifferent
- Disagree
- Strongly disagree
- Do not know

If you have any other comments on the effectiveness of the "Remedies", please provide them here. (Please limit your response to 5 lines of text)

## D. Impact of the Remedies on your organisation

We would like to know about the costs incurred in order to meet the requirements of the "Remedies" provisions, for example providing bidders with an automatic debrief; ensuring that a standstill period is observed; and having processes in place to suspend the contract award procedure in the event of a review.

Please select the currency in which you will report your estimates. \*

- Euro
- Pounds sterling
- Danish krone
- Czech koruna
- Croatian kuna
- Hungarian forint
- Latvian lats
- Lithuanian litas
- Polish zloty
- Swedish krona

Please estimate the **one-off** costs related to **training staff** to comply with these provisions. [Estimated costs in selected currency]

 Please leave blank if you do not know the answer.

Please estimate the **annual on-going** costs related to **staff training** for compliance with these provisions. [Estimated costs in selected currency]

 Please leave blank if you do not know the answer.

Please estimate the **one-off** costs related to **developing new administrative systems**. [Estimated costs in selected currency]

 Please leave blank if you do not know the answer.

Please estimate the **annual on-going** costs related to **developing new administrative systems**. [Estimated costs in selected currency]

 Please leave blank if you do not know the answer.

Please estimate the **one-off** costs related to **installing or developing new IT systems**. [Estimated costs in selected currency]

 Please leave blank if you do not know the answer.

Please estimate the **annual on-going** costs related to **installing or developing new IT systems**. [Estimated costs in selected currency]

 Please leave blank if you do not know the answer.

Please estimate the **one-off** costs related to **seeking legal advice** to comply with these provisions. [Estimated costs in selected currency]

 Please leave blank if you do not know the answer.

Please estimate the **annual on-going** costs related to **seeking legal advice** to comply with these provisions. [Estimated costs in selected currency]

 Please leave blank if you do not know the answer.

Please estimate the **annual on-going** costs related to responding to reviews and challenges from suppliers. [Estimated costs in selected currency]

 Please leave blank if you do not know the answer.

Please estimate any **other one-off** costs in relation to the compliance of these provisions. [Estimated costs in selected currency]

 Please leave blank if you do not know the answer.

Please estimate any **other annual on-going** costs in relation to the compliance of these provisions. [Estimated costs in selected currency]

 Please leave blank if you do not know the answer.

**If you cannot provide the breakdown of costs**, please estimate the **total costs** related to complying with these provisions. [Estimated costs in selected currency]

 Please leave blank if you do not know the answer or have already provided your answer to questions above.

## E. Your review experiences

We would like to learn about your experiences of being involved in procurement review procedures, when a contract award decision made by your organisation has been challenged with a review procedure.

How many review procedures has your organisation been involved in over the past five years? \*

Zero

1- 3

4 - 6

7 - 10

More than 10

 Thinking back to the most recent review, what was the size of the contract that was the subject of the review? [Estimated price in selected currency]

 Please leave blank if you do not know the answer.



What were the reasons stated for the review procedure? \*

- Discriminatory specifications in tender documents
- Illegal qualification/shortlisting decision
- Direct award (without a contract notice)
- Lack of transparency in the process
- Insufficient reasoning in award notice
- Illegal composition of evaluation committees
- Contract awarded to an abnormally low tender
- Other



If you would like, please specify other reasons stated for the review procedure. (Please limit your response to 5 lines of text)



What were the outcomes of the review? \*

- The contract was declared ineffective by the Review body
- Financial penalties were applied
- Alternative penalties were applied (e.g. shortening of the contract)
- My organisation had to pay damages
- The review found no fault with my organisation
- None of the above
- Other
- Do not know



Please estimate the value of the financial penalties applied. [Estimated value in selected currency]



Please leave blank if you do not know the answer.



Please specify the amount of the damages paid. [Estimated amount in selected currency]



Please leave blank if you do not know the answer.



If you would like, please specify other outcomes of the review. (Please limit your response to 5 lines of text)



How long did the review procedure last (start-to-final decision)? \*

- Less than a week
- 1 to 2 weeks
- 2-4 weeks
- 1 to 2 months
- 3 to 6 months
- 6 months to a year
- Longer than a year
- Don't Know



Please specify the number of months the review procedure lasted.

## Costs of the review procedure

We would like to know about the costs incurred by your organisation in this review procedure.

Please estimate the number of days (full-time equivalent) spent by your **junior staff** in the review process.



Please leave blank if you do not know the answer.

Please estimate the number of days (full-time equivalent) spent by your **senior staff** in the review process.



*Please leave blank if you do not know the answer.*

**If you cannot provide the above breakdown**, please estimate the **total** number of days (full-time equivalent) spent by all your staff in the review process.



*Please leave blank if you do not know the answer or have already provided the answer above.*

Please estimate any external **legal fees** related to the review. [Estimated costs in selected currency]



*Please leave blank if you do not know the answer.*

Please estimate any external **court fees** related to the review. [Estimated costs in selected currency]



*Please leave blank if you do not know the answer.*

Please estimate any **other external costs** related to the review. [Estimated costs in selected currency]



*Please leave blank if you do not know the answer.*

**If you cannot provide the above breakdown**, please estimate the **total** external costs related to the review. [Estimated costs in selected currency]



*Please leave blank if you do not know the answer or have already provided the answer above.*

**If you do not know the breakdown of internal and external costs**, please estimate the **total** cost of the review process to your organisation. [Estimated costs in selected currency]



*Please leave blank if you do not know the answer or have already provided the answer above.*

## F. Contact details

Thank you very much for completing the questionnaire. As stated, your response will remain confidential, and no one outside of Europe Economics and Milieu will see your answers. If you are willing, please provide your details below.

Please provide the name of your organisation.

Please provide your name and role within the organisation.

Please provide your email address and contact telephone number

Are you willing to be contacted by Europe Economics to discuss your response further?

Yes

No

### 3. Questionnaire: review bodies

## Evaluation of the public procurement remedies directive



### Survey of Review Bodies

#### Introduction

Thank you for responding to this survey which is being conducted by Europe Economics ([www.europe-economics.com](http://www.europe-economics.com)) and Milieu ([www.milieu.be](http://www.milieu.be)) on behalf of the Internal Market and Services Directorate General of the European Commission. The research seeks to evaluate the Public Procurement Remedies Directive (the “Remedies Directive”, as amended in Directive 2007/66/EC).

This questionnaire seeks information that will help the European Commission gain a better understanding of the effectiveness of the “Remedies Directive” in the European Union. Feedback from organisations responsible for reviewing and judging review cases brought under the “Remedies Directive” will be valuable.

Below is a summary of the “Remedies Directive” provisions to help you answer the questionnaire.

#### ***The “Remedies Directive”***

The “Remedies Directive” laws have been designed to guarantee the principles of European Union public procurement legislation and to address breaches in public procurement laws. The “Remedies Directive” provisions are intended to ensure that public contracts are awarded in an open, fair and transparent manner.

The main provisions of the “Remedies Directive” are:

- Automatic de-brief to bidders at the time of the contract award notice: This ensures that all bidders are aware of the contracting authority’s decision and have the opportunity to appeal or challenge the decision by seeking a “review” with the contracting authority or with the independent review body.
- Standstill period: Contracting authorities must wait at least 10 calendar days after deciding who has won the public contract before the contract can be signed. This is to ensure that all stakeholders have sufficient time to consider the authorities’ contract award decisions and apply for a review if necessary.
- Time limits for applying for review: Time limits on suppliers applying for a review of a contracting authority’s award decision must be at least 10 days after the contract award decision is sent to the tenderer (at least 15 days if the decision is sent by any means other than fax or electronic communication).
- Suspension of the contract award procedure where review proceedings are raised: The contract award procedure cannot continue until the review proceedings have been concluded.
- Provisions for ineffective contracts: A Review body independent of the contracting authority will have the power to consider contracts ineffective (invalid) if procurement laws are breached.
- Provision for alternative penalties: If a contract breaches procurement law and the independent review body does not decide it is ineffective, the review body can impose alternative penalties such as fines or the shortening of the contract duration.
- Voluntary ex ante transparency notice: If a contracting authority awards a public contract without first publishing a contract notice in the Official Journal of the European Union (OJEU), it can publish a

“voluntary ex ante notice” in the OJEU that contains a justification of the decision to award the contract without prior publication of a contract notice, and the details of the economic operator who has been awarded the contract. If the contracting authority does this it may avoid the contract decision being considered ineffective by an independent review body.

### Questionnaire overview

The questionnaire should take no more than **20 minutes** to complete.

The questionnaire covers the following sections:

- Information about your organisation
- Your view of the relevance of the “Remedies”
- Your view of the effectiveness of the “Remedies”
- The impact of the “Remedies” on your organisation
- Your organisation’s experience of the review process

### Confidentiality

This is a secure weblink so no one outside of Europe Economics and Milieu can access your answers. All your responses will remain confidential, and you do not have to answer any questions you do not want to. Neither you nor your organisation will be personally identified to the European Commission or to anyone else.

Questions marked with an asterisk \* require an answer to be given.

## A. Information about your organisation

This information about your organisation will help us better understand your answers in comparison to other respondents.

Please provide the name of your organisation.

Location of your organisation \*

- |                                      |                                   |                                      |
|--------------------------------------|-----------------------------------|--------------------------------------|
| <input type="radio"/> Austria        | <input type="radio"/> Germany     | <input type="radio"/> Poland         |
| <input type="radio"/> Belgium        | <input type="radio"/> Greece      | <input type="radio"/> Portugal       |
| <input type="radio"/> Bulgaria       | <input type="radio"/> Hungary     | <input type="radio"/> Romania        |
| <input type="radio"/> Croatia        | <input type="radio"/> Ireland     | <input type="radio"/> Slovakia       |
| <input type="radio"/> Cyprus         | <input type="radio"/> Italy       | <input type="radio"/> Slovenia       |
| <input type="radio"/> Czech Republic | <input type="radio"/> Latvia      | <input type="radio"/> Spain          |
| <input type="radio"/> Denmark        | <input type="radio"/> Lithuania   | <input type="radio"/> Sweden         |
| <input type="radio"/> Estonia        | <input type="radio"/> Luxembourg  | <input type="radio"/> United Kingdom |
| <input type="radio"/> Finland        | <input type="radio"/> Malta       |                                      |
| <input type="radio"/> France         | <input type="radio"/> Netherlands |                                      |

Sector in which your organisation operates. To select more than one sector, please hold the Ctrl key and select the options required. \* (at least 1 answers)

- Specialised public procurement  Administrative body review body  
 Judicial body  Other

Size of your organisation (number of full-time equivalent employees) \*

- Less than 10  251 - 500  Do not know  
 11 - 50  501 - 1000  
 51 - 250  More than 1000

## B. Relevance of the “Remedies Directive”

The “Remedies Directive” were designed to better address breaches in public procurement rules. In this section we seek your views on the “Remedies Directive”. Please refer to the Introduction for a summary of the provisions.

The “Remedies Directive” includes the following provisions. Please tick those you consider most relevant. \*

- Automatic debrief to bidders at the time of the contract award decision notice  
 ‘Standstill period’ to be at least 10 days  
 Time limits for applying for a review to be at least 10 days  
 Suspension of the contract award procedure where review proceedings are raised  
 The remedies to render a contract award ineffective  
 Civil financial penalties and contract shortening remedies  
 Voluntary ex ante transparency notice  
 None of these provisions are relevant in practice  
 Do not know

What are the reasons that make the “Remedies Directive” less relevant? \*

- Public procurement outcomes have improved considerably over the past few years
- There are very few instances of breaches in procurement law
- Contracting authorities do not pay attention to public procurement rules and therefore the Remedies are ineffective
- People make a bad use of the reviews just to increase the burden for authorities and successful firms
- I do not think anything makes the “Remedies” less relevant
- None of the above
- Other
- Do not know

 If you would like, please specify other reasons that make the "Remedies Directive" less relevant. (Please limit your response to 5 lines of text)

Do you think there are still problems in addressing breaches in procurement law? \*

- Yes
- No

 Please briefly describe the problems below. (Please limit your response to 5 lines of text)

## C. Effectiveness of the “Remedies Directive”

The “Remedies Directive” provisions as described in the Introduction were designed to make the public procurement process more transparent, fairer and more open. We would like to have your views on how effective the “Remedies Directive” are in achieving these aims.

The “Remedies Directive” are an effective way for reviewing and challenging procurement decisions \*

- Strongly agree
- Agree
- Indifferent
- Disagree
- Strongly disagree
- Do not know

The “Remedies Directive” have helped the public procurement process to become more transparent (more information is available to all companies about the details of public contracts, how they have been awarded, and how parties may challenge decisions) \*

- Strongly agree
- Agree
- Indifferent
- Disagree
- Strongly disagree
- Do not know

The “Remedies Directive” have helped the public procurement process to become fairer (all companies have the same opportunities to bid for public procurement contracts). \*

- Strongly agree
- Agree
- Indifferent
- Disagree
- Strongly disagree
- Do not know

The “Remedies Directive” have helped the public procurement process to become more open (there are fewer barriers to companies participating in public procurement contracts, cross-border procurement is easier). \*

- Strongly agree
- Agree
- Indifferent
- Disagree
- Strongly disagree
- Do not know



Approximately how many review cases has your organisation dealt with over the **most recent** year for which you have records?

 Please leave blank if you do not know the answer.

Is your organisation involved in activities **other than** the independent review of public procurement cases? \*

- Yes
- No
- Do not know

 Please specify other activities that your organisation involves in.

 Please state the annual operating costs of your organisation **related to** the review of public procurement cases. Please provide the estimated value in Euro for the most recent year for which you have records.

 Please leave blank if you do not know the answer.

 If you cannot provide the operating costs, please estimate the number of days (full-time-equivalent) spent by your staff involved in the review of public procurement cases.

 Please leave blank if you do not know the answer.

 Please state the annual operating costs of your organisation. Please provide the estimated value in Euro for the most recent year for which you have records.

 Please leave blank if you do not know the answer.

 If you cannot provide the operating costs, please state the number of full-time-equivalent staff.

 Please leave blank if you do not know the answer.

Directive 2007/66/EC (the “Remedies Directive”) amended both Remedies Directives in order to better address breaches in public procurement law. Have the main provisions of the **revised** Remedies Directive changed the operating costs of your organisation? \*

- Yes
- No
- Do not know

 How have your operating costs changed?

- They have increased significantly
- They have increased a little
- They have decreased significantly
- They have decreased a little
- I do not know

 Please provide details on how the Remedies caused a change in your operating costs (i.e percentage change in costs or amount of costs increased).

 Please leave blank if you do not know the answer.

## E. Contact details

Thank you very much for completing the questionnaire. As stated, your response will remain confidential, and no one outside of Europe Economics and Milieu will see your answers. If you are willing, please provide your details below.

Please provide your name and role within the organisation.

Please provide your email address and contact telephone number

Are you willing to be contacted by Europe Economics to discuss your response further?

Yes

No

## 4. Interview template: Legal Practitioners

### Introduction - Brief introduction

This questionnaire seeks information that will help the Commission gain a better understanding of the effectiveness of the review and remedies procedure for public contracts in the European Union. We would appreciate your views, based on your experience with the national review procedure in your country.

The Public Procurement Remedies Directives (Directives 89/665/EEC and 92/13/EEC) have been designed to guarantee the principles of European Union public procurement legislation and to address breaches in public procurement laws. These were revised by Directive 2007/66/EC to improve the effectiveness of the national review procedures for the award of public contracts, with the aim of ensuring that public contracts are awarded in an open, fair and transparent manner.

The main provisions of the “Remedies Directives” are:

- Automatic de-brief to bidders at the time of the contract award notice: This ensures that all bidders are aware of the contracting authority’s decision and have the opportunity to appeal or challenge the decision by seeking a *review* with the contracting authority or with the independent review body.
- Standstill period: Contracting authorities must wait at least 10 calendar days after deciding who has won the public contract before the contract can be signed. This is to ensure that all stakeholders have sufficient time to consider the authorities’ contract award decisions and apply for a review if necessary.
- Time limits for applying for review: Time limits on suppliers applying for a review of a contracting authority’s award decision must be at least 10 days after the contract award decision is sent to the tenderer (at least 15 days if the decision is sent by any means other than fax or electronic communication).
- Suspension of the contract award procedure where review proceedings are raised. The contract award procedure cannot continue until the review proceedings have been dealt with.
- Provisions for ineffective contracts: A Review body *independent* of the contracting authority will have the power to consider contracts ineffective (invalid) if procurement laws are breached.
- Provision for alternative penalties: If a contract breaches procurement law and the independent review body does not decide it is ineffective, the review body can impose alternative penalties such as fines or the shortening of the contract duration.
- Voluntary ex ante transparency notice: If a contracting authority awards a public contract without first publishing a contract notice in the Official Journal of the European Union (OJEU), it can publish a “voluntary ex ante notice” in the OJEU that contains a justification of the decision to award the contract without prior publication of a contract notice, and the details of the economic operator who has been awarded the contract. If the contracting authority does this it may avoid the contract decision being considered ineffective by an independent review body.

### A. General information

1. Member State where your firm practices \_\_\_\_\_
2. Size of your company (number of full-time equivalent employees) \_\_\_\_\_
3. On average, how many reviews concerning public contract award procedures does your firm deal with per year [most recent year]? \_\_\_\_\_

## B. Cost of Review

In this section we would like to know about your experience in providing legal services for a review procedure. In particular, we would like to understand the costs incurred to your client for a typical review case. Please be reassured that this information will remain confidential to EE & Milieu.

4. How many review procedures were you involved in during the last year? (review cases on behalf of a supplier who invoked a review for a dissatisfactory procurement outcome) \_\_\_\_\_
  
5. How long does a typical review procedure last? \_\_\_\_\_  
If possible, please distinguish according to the value of the contract.
  - For a €500.000 contract \_\_\_\_\_
  - For a €1.000.000 contract \_\_\_\_\_
  - For a €10.000.000 contract \_\_\_\_\_
  
6. What are, on average, your charges for providing legal services during a review procedure? (local currency)
  - For a €500.000 contract \_\_\_\_\_
  - For a €1.000.000 contract \_\_\_\_\_
  - For a €10.000.000 contract \_\_\_\_\_
  
7. Please specify any other types of costs, such as court fees, involved in bringing forward a review case? (local currency).  
Specify type of other costs \_\_\_\_\_
  - For a €500.000 contract \_\_\_\_\_
  - For a €1.000.000 contract \_\_\_\_\_
  - For a €10.000.000 contract \_\_\_\_\_
  
8. In cases where damages have been awarded, what was the average amount? Please provide examples for different values and type of contracts (in local currency).
  - Damages \_\_\_\_\_ Size \_\_\_\_\_ Type of contract \_\_\_\_\_
  - Damages \_\_\_\_\_ Size \_\_\_\_\_ Type of contract \_\_\_\_\_
  - Damages \_\_\_\_\_ Size \_\_\_\_\_ Type of contract \_\_\_\_\_
  - Damages \_\_\_\_\_ Size \_\_\_\_\_ Type of contract \_\_\_\_\_

## C. Relevance of the “Remedies Directives”

The “Remedies Directives” were designed to better address breaches in public procurement rules. In this section we seek your views on the relevance of the “Remedies Directives”. Please refer to the Introduction for a summary of the main provisions.

9. In your views, what are the most relevant provisions of the Remedies Directives?
  - Automatic debrief to bidders at the time of the contract award decision notice
  - ‘Standstill period’ to be at least 10 days
  - Time limits for applying for a review
  - Suspension of the contract award procedure where review proceedings are raised
  - The ability of an independent review body to render a contract award ineffective
  - Civil financial penalties and contract shortening remedies

- Voluntary *ex ante* transparency notice
- None of these provisions are relevant in practice

10. What relevance/impact does the “Remedies Directives” have on suppliers taking action against contracting authorities when there is a suspected breach of procurement law? For example:

- The “Remedies Directives” increase the likelihood of “frivolous” claims being brought.
- The provisions which enable suppliers to appeal against a decision of a contracting authority provide reassurance to suppliers of a fair and open public procurement process.
- The “Remedies Directives” help monitor and reduce non-compliant behaviour.
- Other impacts on the market (please specify).

11. Do you think there are still problems in addressing breaches in procurement law?

- No
- Yes. Please briefly describe the problems

#### **D. Effectiveness of the “Remedies Directives”**

The amendments made to the Remedies Directives described in the Introduction were designed to make the public procurement process more transparent, fairer and more open. We would like to have your views on how effective these changes have been in achieving these aims.

12. Have the revised provisions helped the public procurement process to become:

- More transparent (i.e. more information is available to all companies about the details of public contracts, how they have been awarded, and how parties may challenge decisions)  
\_\_\_\_\_
- Fairer (i.e. all companies have the same opportunities to bid for public procurement contracts)  
\_\_\_\_\_
- More open (i.e. there are fewer barriers to companies participating in public procurement contracts, cross-border procurement is easier)  
\_\_\_\_\_

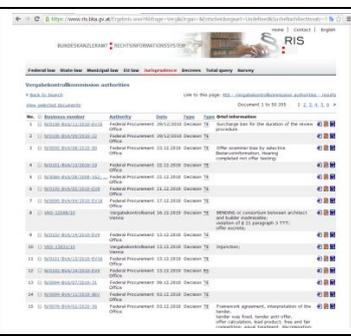
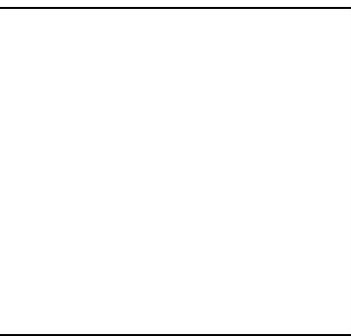
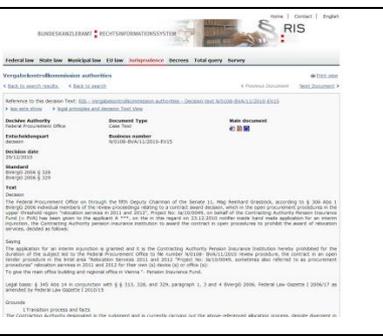
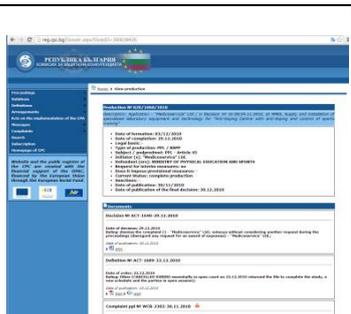
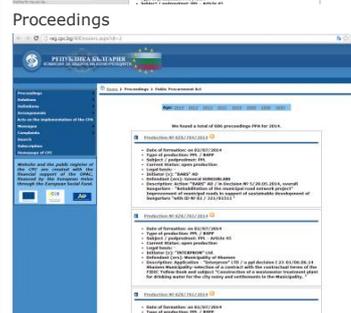
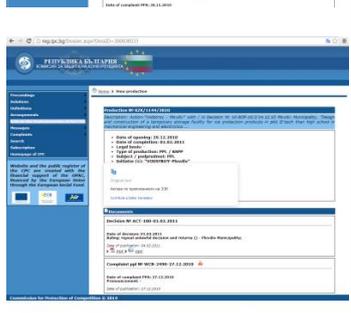
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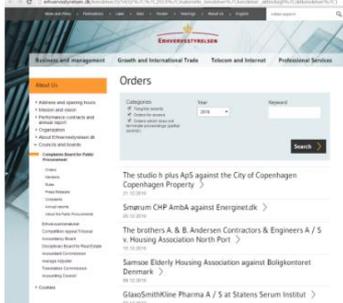
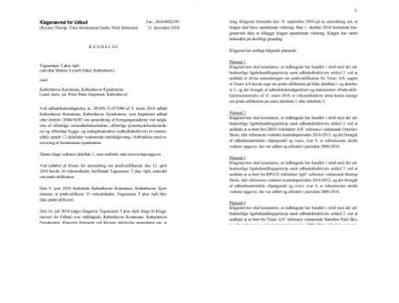
## 5. Trade associations contacted for the surveys

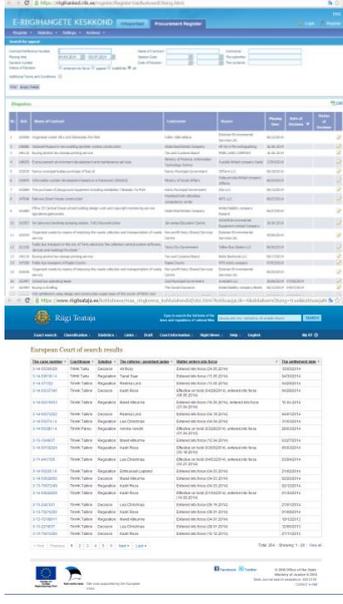
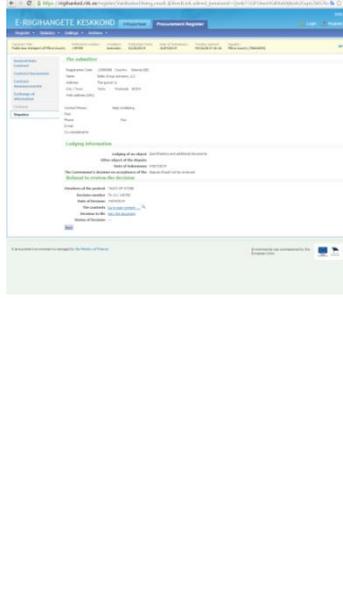
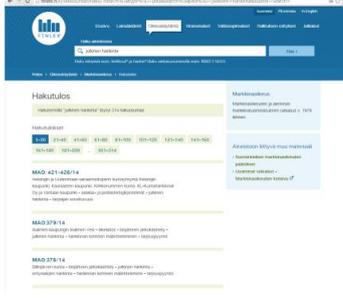
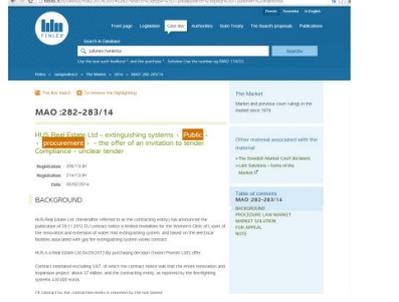
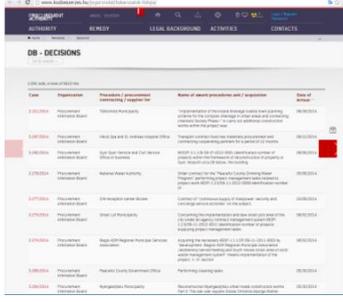
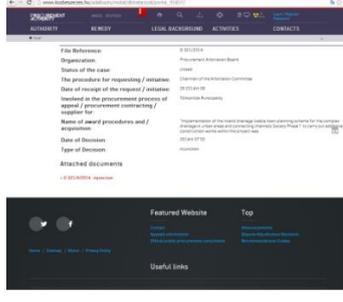
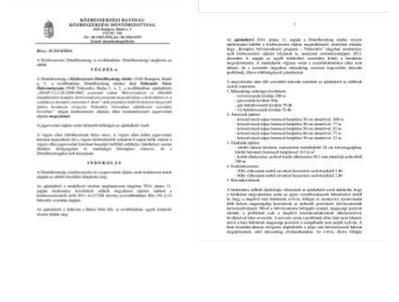
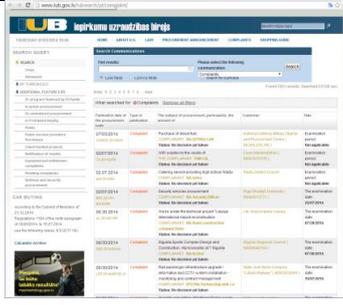
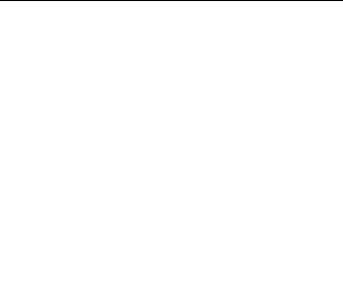
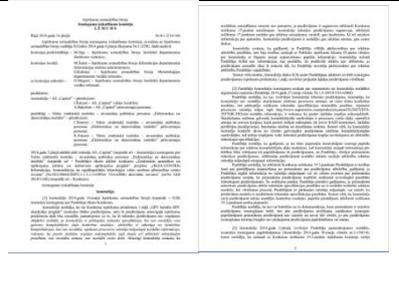
<b>Sector</b>	<b>Trade associations</b>
<b>Agriculture/Horticulture</b>	COCERAL-European association representing the trade in cereals, rice, feedstuffs, oilseeds, olive oil, oils and fats and agrosupply European Feed Manufacturers' Federation (FEFAC) European Seed Association (ESA)
<b>Architectural, construction, engineering services</b>	Architect's Council of Europe European Council of Interior Architects (ECIA)
<b>Construction</b>	Committee for European Construction Equipment Construction Products Europe European Asphalt Pavement Association (EAPA) European Construction Industry Federation (FIEC)
<b>European crafts, trades and SME</b>	The European Association of Craft, Small and Medium-Sized Enterprises (UEAPME)
<b>Medical Devices</b>	European Confederation of Medical Devices Associations (EUCOMED) European Coordination Committee of the Radiological, Electromedical and Healthcare IT Industry (COCIR)
<b>Pharmaceuticals</b>	European Association of Euro-Pharmaceutical Companies (EAEPC) European Biopharmaceutical Enterprises (EBE) Food Supplements Europe The European Pharmaceutical Industry Association (EFPIA)
<b>Sewerage, refuse, cleaning services</b>	European Federation of Cleaning Industries (EFCI)
<b>ICT (Information and Communication Technology)</b>	Pan European ICT & eBusiness Network

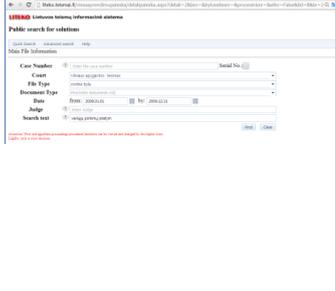
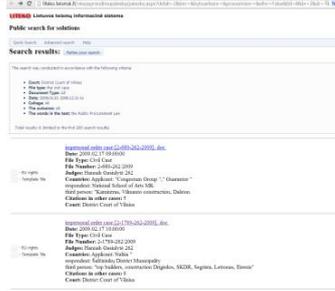
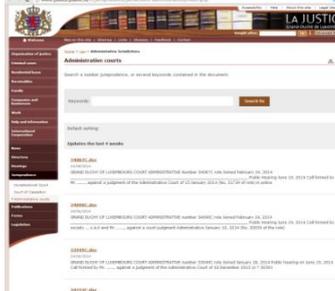
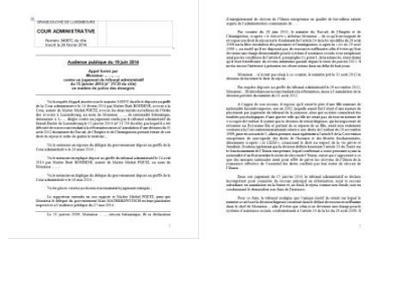
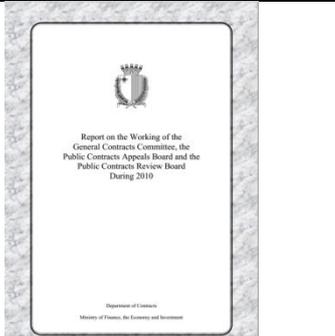
## 6. Location of information

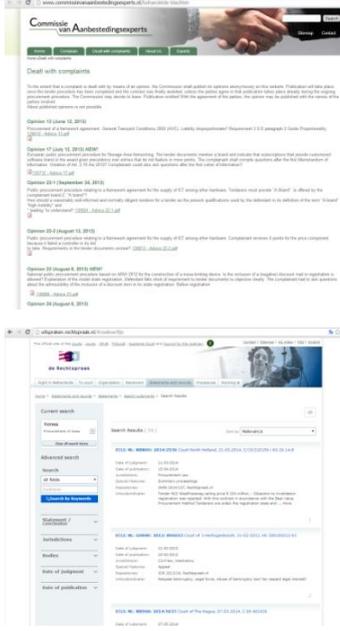
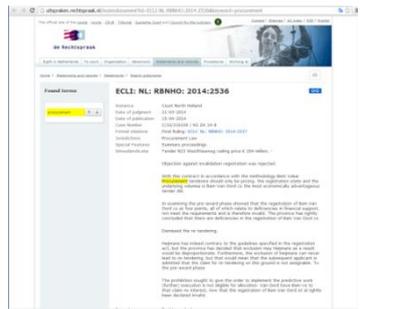
Table 6.1: Search tools and availability of information on remedies (by MS)

	Summary list	Case summary HTML	Text
AT			
BE			
BG			
			

<p><b>CY</b></p>	<p><b>Applications</b></p>  <p><b>Appeals</b></p> 	 <p><b>Appeals</b></p> 	 <p><b>Appeals</b></p> 
<p><b>CZ</b></p>	<p><b>Summary decisions</b></p>  <p><b>Judicial review</b></p> 	 <p><b>Judicial review</b></p> 	 <p><b>Judicial review</b></p> 
<p><b>DK</b></p>			

<p><b>EE</b></p>			
<p><b>FI</b></p>			
<p><b>HU</b></p>			
<p><b>LV</b></p>			

<p><b>LT</b></p> <p>Public search for solutions</p> <p>Regional courts</p>	 <p>Public search for solutions</p> <p>Search results:</p> <ul style="list-style-type: none"> <li>Case Number: 2-018-2012-2019</li> <li>Case Type: Civil</li> <li>Development Type: Appeal</li> <li>Date: 2012-01-01 to 2012-12-31</li> <li>Judge: [Empty]</li> </ul> <p>Search results:</p> <ul style="list-style-type: none"> <li>Case Number: 2-018-2012-2019</li> <li>Case Type: Civil</li> <li>Development Type: Appeal</li> <li>Date: 2012-01-01 to 2012-12-31</li> <li>Judge: [Empty]</li> </ul>	 <p>Public search for solutions</p> <p>Search results:</p> <ul style="list-style-type: none"> <li>Case Number: 2-018-2012-2019</li> <li>Case Type: Civil</li> <li>Development Type: Appeal</li> <li>Date: 2012-01-01 to 2012-12-31</li> <li>Judge: [Empty]</li> </ul>	 <p>Public search for solutions</p> <p>Search results:</p> <ul style="list-style-type: none"> <li>Case Number: 2-018-2012-2019</li> <li>Case Type: Civil</li> <li>Development Type: Appeal</li> <li>Date: 2012-01-01 to 2012-12-31</li> <li>Judge: [Empty]</li> </ul>
<p><b>LU</b></p>	 <p>Administrative Justice</p> <p>Search results:</p> <ul style="list-style-type: none"> <li>Case Number: 1501/2010</li> <li>Case Type: Appeal</li> <li>Date: 2010-01-01 to 2010-12-31</li> <li>Judge: [Empty]</li> </ul>	 <p>Administrative Justice</p> <p>Search results:</p> <ul style="list-style-type: none"> <li>Case Number: 1501/2010</li> <li>Case Type: Appeal</li> <li>Date: 2010-01-01 to 2010-12-31</li> <li>Judge: [Empty]</li> </ul>	 <p>Administrative Justice</p> <p>Search results:</p> <ul style="list-style-type: none"> <li>Case Number: 1501/2010</li> <li>Case Type: Appeal</li> <li>Date: 2010-01-01 to 2010-12-31</li> <li>Judge: [Empty]</li> </ul>
<p><b>MT</b></p>	 <p>Report on the Working of the General Contracts Committee, the Public Contracts Appeals Board and the Public Contracts Review Board During 2010</p> <p>Department of Customs Ministry of Finance, the Economy and Investment</p>		

<p>NL</p>			
<p>PL</p>	<p>NOT WORKING</p> 		
<p>RO</p>			
<p>SK</p>			
<p>SI</p>	