

Practical Guidance on Remedies available in Respect of Breaches of the EU Procurement Rules : Guidance 16

This guidance has no legal value and does not necessarily represent the official position of the European Commission.

Part 1 - Public Procurement in the European Union

The Purpose of this Guidance

This guidance outlines the remedies available in the 15 Member States in respect of breaches of the European Union (EU) procurement rules, as implemented into national law. Separate sections are devoted to the situation in each Member State. The guide is intended to increase awareness and understanding amongst suppliers to the public and utility sectors. Each section gives practical guidance on the steps open to suppliers who feel that they have suffered as a result of a breach.

The Guidance does not, however, purport to provide a detailed legal analysis of all the options since each case will clearly turn on its particular facts. Potential complainants will, therefore, need to take legal advice in appropriate cases.

The Substantive Procurement Rules

The EU has laid down a series of laws, in the form of Directives, which are intended to ensure that public procurement is open to European-wide competition and that suppliers and service providers in any EU Member State are given an equal opportunity to bid for and win public contracts. The rules constitute an important element of the Single Market programme.

One set of Directives (the "public sector" Directives) covers contracts awarded by central government, local authorities and other bodies in the public sector.

The substantive rules for these public bodies (known as "contracting authorities") are set out in the following three directives:

i Council Directive 93/36/EEC of 14th June 1993 co-ordinating procedures for the award of public supply contracts ("the Supplies Directive");

ii Council Directive 93/37/EEC of 14th June 1993 concerning the co-ordination of procedures for the award of public works contracts ("the Works Directive"); and

iii Council Directive 92/50/EEC of 18th June 1992 relating to the co-ordination of procedures for the award of public service contracts ("the Services Directive").

A parallel set of rules is set out in Council Directive 93/38/EEC of 14th June 1993 co-ordinating the procurement procedures of entities operating in the water, energy, transport and telecommunications sectors ("the Utilities Directive"). This Directive applies to procurement by utilities which are in the public sector or which, although in the private sector, carry out the specified activity on the basis of "special or exclusive rights".

The Value Thresholds

The procurement rules apply whenever an awarding authority intends to award a contract of more than a specified value. The value thresholds are as follows:

i ECU 5 million for all works contracts (construction and civil engineering);

ii Special Drawing Rights (SDR) 130,000 for supplies and services contracts awarded by Central Government authorities covered by the international accord known as the Government Procurement Agreement (GPA);

- iii ECU 200,000 for supplies and services contracts that are put out by other public sector bodies (e.g.. local government);
- iv ECU 400,000 for supplies and services contracts awarded by utility companies other than telecommunications operators; and
- v ECU 600,000 for services and supplies contracts awarded by telecommunications utilities.

The equivalent amounts expressed in national currencies are fixed periodically for a two-year period and published in the Official Journal.

Obligations and Potential Breaches

Before awarding a contract above the relevant threshold, the awarding authority is usually obliged to advertise the contract by way of a notice in the Supplement to the Official Journal of the European Communities and to carry out a fair, competitive procedure in order to select the successful supplier.

Potential breaches of the procurement rules include the following:

- i a failure to advertise a relevant contract in the Official Journal;
- ii the awarding authority uses non-objective criteria in choosing its supplier, whether at the qualification or award stage, which discriminate between suppliers;
- iii the authority fails to specify its qualification and award criteria at the outset of the procedure or it does so but then changes them or applies them in an unfair way;
- iv the authority lays down technical specifications or standards which discriminate against certain suppliers, for example because national standards are used or;
- v the authority fails in some other way to respect the duty to treat all tenderers equally.

The above is only a short and non-exhaustive list of the types of conduct which may well infringe the procurement rules. The remainder of this section considers the remedies potentially available to suppliers who believe that they have been prejudiced by such a breach.

The Remedies Directives

The substantive procurement rules are backed up by two Directives specifically dealing with remedies (collectively "the Remedies Directives"), which are as follows:

- i Council Directive 89/665/EEC of 21st December 1989 on the co-ordination of the laws, regulations and administrative provisions relating to the application of review procedures to the award of public supply and public works contracts; and
- ii Council Directive 92/13/EEC of 25th February 1992 co-ordinating the laws, regulations and administrative provisions relating to the application of community rules on the procurement procedures of entities operating in the water, energy, transport and telecommunications sectors.

Directive 89/665 applies in relation to public procurement covered by the Supplies Directive, Works Directive and Services Directive. Remedies Directive 92/13, on the other hand, applies to procurement by utilities under the Utilities Directive.

The Remedies Directives have required each Member State to ensure effective remedies and means of enforcement are made available to suppliers, contractors and service providers who believe that they have been harmed by an infringement of the substantive procurement rules. This has usually been achieved through the enactment of legislation at national level, incorporating into national law the rights and remedies of complainants under the procurement rules.

Remedies Available in National Courts and Tribunals

Interim measures

The Remedies Directives require Member States to ensure that interim measures are available. In particular, complainants must have the possibility of obtaining an interim suspension order which suspends the contested award procedure in question. The rapid availability of such interim orders is critical because, in almost all Member States, an award decision cannot be set aside once the resulting contract has been entered into. Hence, without interim orders, the complainant would be powerless to stop the relevant contract being entered into, leaving damages as his only possible remedy.

In general, interim suspension orders may not be granted after the contract in question has been entered into. It is therefore essential for complainants to seek such orders without delay as soon as they become aware of the alleged infringement of the procurement rules.

In order to obtain an interim order, the complainant may first have to establish that he has at least a prima facie arguable case. More importantly, the courts in most Member States apply some form of "balance of interests" test. Thus, the complainant may have to show that he is likely to suffer serious and possibly irreparable harm if the interim order is not granted. Furthermore, that harm must outweigh the inconvenience which the interim order would cause both to the awarding authority and to the public interest at large. The complainant might also have to show that the harm which he is likely to suffer, if the interim order is not granted, could not be adequately compensated through financial damages.

Set-aside and amendment orders

The Remedies Directives also stipulate that national courts or tribunals must be given the power to lay down set aside orders and orders for the amendment of documents. As for interim measures, Member States are entitled to stipulate that set aside and amendment orders can only be requested prior to the date on which the contract in question is entered into. In deciding whether or not to grant such orders, national courts and tribunals generally apply a balance of interests test similar to the one which governs the grant of interim orders.

Damages

The Remedies Directives require the remedy of damages to be available to a complainant, regardless of whether or not the contract in question has been entered into. In all Member States, damages may only be granted in the ordinary civil courts, even though the complainant typically has to apply to an administrative court or tribunal in order to obtain interim or set aside orders. The Remedies Directives do not expand upon the principles governing the availability and measure of damages. Nevertheless, these matters are subject to the general principle that there must be effective remedies for breaches of Community law. This wider principle was underlined by the European Court of Justice in the Joined Cases C-46/93, *Brasserie de Pêcheur* and C-48/93, *Factortame*. In its judgment of 5th March 1996, the Court stated that:

"Reparation for loss or damage caused to individuals as a result of breaches of Community law must be commensurate with the loss or damages sustained so as to ensure the effective protection for their rights."

Subject to this general principle, damages largely remain to be determined by national law and practice.

Typically, a complainant seeking damages must prove that:

- i the awarding authority has committed an infringement of the procurement rules;
- ii the complainant has suffered some harm or loss; and
- iii there is a direct causal link between the said breach and the damage suffered.

In some Member States, the complainant is not obliged to prove the fact of the breach if it brings a claim for damages in the civil courts after the contested decision in question has already been declared unlawful and set aside by an administrative court or tribunal.

In most Member States, it appears that an aggrieved tenderer should in principle be entitled to recover (all or in part) one or both of the following:

- i the costs he incurred in preparing his tender and participating in the award procedure ("bid costs");
- ii loss of the profit he would have derived if awarded the contract.

One recurring issue is whether, in order to recover damages, (or at least loss of profit) a complainant needs to prove that, in the absence of the alleged breach, he would have been awarded the contract in question. Alternatively, is it sufficient for the plaintiff to establish only that he had a real chance of winning the contract?

Remedies Directive 89/665 is silent on this question, whereas Directive 92/13 provides some clarification as regards the recovery of bid costs as against utilities.

Directive 92/13 provides that where an aggrieved tenderer establishes that an infringement deprived him of a "real chance" of winning the contract, he is entitled (at least) to damages covering his bid costs. General principles and relevant case law in a significant number of Member States suggest that this "real chance" test would apply more generally to any claim for damages under either Remedies Directive.

Dissuasive penalty payments

Under Article 2(1) of Remedies Directive 92/13, applicable to utilities, Member States were given the option of introducing an alternative remedy to the usual combination of interim measures and set aside orders which must be made available, at least prior to the conclusion of the contract. Instead of those two remedies, Member States could legislate for the availability of dissuasive penalty payments where an infringement is not corrected or prevented. The option of dissuasive penalty payments has only been taken up by three Member States: France, Denmark (as regards offshore oil and gas utilities only) and Luxembourg.

Complaints to the European Commission

As well as (or instead of) bringing an action before a national court, it is open to a supplier to lodge a complaint with the European Commission in Brussels at the following address: 200 rue de la Loi, 1049 Brussels. The Commission is responsible for overseeing compliance with the procurement Directives and is used to handling complaints from individuals and firms.

Under the Remedies Directives, the Commission may invoke a "corrective" procedure when, prior to a contract being concluded, it considers that a clear and manifest infringement of EU procurement rules has been committed. In such a case, the Commission will notify the awarding authority and the relevant Member State Government of the circumstances of the alleged infringement. The Commission will set a time limit of at least 21 days (public sector) or 30 days (utility sectors) within which the national Government has to respond. In practice the awarding authority, through the medium of Government, is called upon to justify its conduct, rectify the infringement or suspend the award procedure.

In cases where the Commission is not satisfied with the explanations or actions of the awarding authority or the Member State Government, it may commence formal proceedings against the latter under Article 169 of the Treaty of Rome. Such an action may ultimately result in the European Court of Justice ("ECJ") issuing a ruling which condemns the Government in question for failing to fulfil its Community law obligations. In particularly serious cases, the Commission might also ask the ECJ to grant interim measures.

Alternative Dispute Resolution

Where a dispute arises relating to a procurement procedure, it will usually be in the interests of both sides (the authority and the supplier) to attempt to resolve the matter without embarking upon litigation. Hence, the supplier in question should consider informing the authority of its grievance, with a view to settling the matter in an amicable way. For example, the authority might be persuaded to remove a discriminatory technical standard or award criterion.

Where amicable discussions fail to resolve the matter, the parties could seek to reach a settlement through arbitration. The parties could agree to the appointment of an independent arbitrator drawn from a recognised body of independent arbitrators. The address for such a body in the UK is given in the annex of Useful Addresses at the end of this Guidance.

Where a dispute relates to procurement by a utility, a supplier may seek to invoke the conciliation procedure laid down in Remedies Directive 92/13 for the utilities sectors. Recourse to this conciliation procedure involves the following steps:

- i the supplier forwards a request for use of the conciliation procedure to the European Commission;
- ii the Commission asks the utility in question to state whether it is willing to take part in the conciliation procedure. The procedure can only continue if the utility gives its consent;
- iii the Commission proposes a conciliator drawn from a list of independent persons. Both sides must state whether they accept the conciliator and each side designates an additional conciliator;
- iv the applicant supplier, the utility and any other relevant candidate/tenderer have the opportunity to make representations to the conciliators; and
- v the conciliators endeavour to reach agreement between the parties which is in accordance with Community law.

The utility or the supplier may withdraw from the procedure at any time. Unless the parties decide otherwise, each is responsible for its own costs.

Part 2 - United Kingdom

1. Implementation of the Remedies Directives

In the United Kingdom, implementation of the EU Directives on procurement has been achieved by way of the following statutory instruments:

- i Public Works Contracts Regulations 1991;
- ii Public Services Contracts Regulations 1993;
- iii Public Supplies Contracts Regulations 1995; and
- iv Utilities Contracts Regulations 1996.

The first three sets of Regulations listed above govern the procurement practices of Central Government, local authorities and other public sector bodies. The Utilities Contracts Regulations 1996, on the other hand, apply to "utility" companies (most of

them privatised) operating in the water, energy, transport and telecommunications sectors.

As well as setting out the substantive rules on procurement procedures, the above regulations (collectively "the Regulations") each include a section dealing with rights of recourse to the British courts. The remedies potentially available are described below.

2. The relevant forum

Proceedings under any of the Regulations must be brought in the:

- i High Court in England and Wales; or
- ii Court of Session in Scotland; or
- iii High Court in Northern Ireland.

Such a court is located in most large or medium-sized towns and cities throughout the United Kingdom. The exact choice of court will depend on the location of the authority and the complainant, but it would be usual for the action to be brought in the court located nearest to the authority in question or in London (if the proceedings are to be commenced in England or Wales).

3. Available remedies

The remedies potentially available to a complainant under the procurement Regulations fall into three categories, which are each described in turn below.

Interim orders

The complainant may ask the court to issue an interim order (or "injunction") which suspends the allegedly defective award procedure or suspends the implementation of any decision or action taken by the awarding authority in the course of such a procedure. It is important to note that such interim measures may only be granted if the contract in question has not been entered into between the authority and a third party. After the contract has been entered into, the only remedy available is damages (see Damages below). It is therefore in the interests of the complainant to lodge his request for interim measures as rapidly as possible.

In order to obtain an interim order, a complainant must first show that there is a serious case to be tried (though not necessarily that he has a better than 50% chance of succeeding) at the final trial. This is not in general a difficult hurdle to overcome. More importantly, the complainant will need to persuade the court that the "balance of convenience" lies in favour of granting such an order.

In applying this test, the court is likely to consider various factors, including the following:

- i whether it would cause greater hardship to grant or refuse the order. The court might decide, for example, that suspending the contract procedure would be against the public interest because it would delay the provision of important services to the public;
- ii whether damages would provide an adequate remedy to the complainant if the injunction is not granted; and
- iii the relative strength of each party's case.

As the name suggests, interim measures are granted at an interim or "interlocutory" stage in the proceedings, without there being a full trial of the issues in question. These issues remain to be ruled upon at the subsequent, full trial.

Set-aside and amendment orders

The High Court has the power to order the setting aside (or annulment) of any decision or act taken unlawfully in a procurement procedure. This could be the decision to award the contract to a particular supplier or any earlier decision in the procedure, such as the one preselecting a shortlist of candidates to tender. The set-aside order would take the form of a final injunction: that is, one that is given at the full trial (rather than at an interim or interlocutory stage) and which is intended to be permanent in effect.

Where there has been an infringement of the procurement rules, the High Court may also order the awarding authority to amend any documents. This power could be used, for example, to require the alteration of discriminatory technical specifications or the extension of unduly short time limits.

Set-aside and amendment orders, like interim measures, may only be granted if the contract in question has not yet been entered into.

Damages

Regardless of whether or not a contract has been entered into, the High Court is empowered to award damages to a supplier who has suffered loss or damage as a consequence of a breach of the procurement rules. The Regulations do not expand upon the principles governing the availability and amount of damages. The only exception is under the Regulations applicable to utilities which state that, where the complainant establishes that an infringement deprived him of "a real chance" of winning a contract, he shall be entitled to damages covering his costs of preparing a tender and participating in the award procedure ("bid costs"). Otherwise, British courts are likely to apply existing principles of domestic law when considering claims for damages.

In order to obtain damages, complainants will be required to prove that the authority has committed a breach of the Regulations and that this breach has caused him harm or damage. Depending on the facts of the case, the damages award may cover all or part of the complainant's bid costs and/or the loss of the potential profit that he would have made on the contract.

It appears that a complainant will not be required to prove that, in the absence of the breach, he would necessarily have won the contract at stake. A reasonable chance of winning the contract ought to be sufficient. On the other hand, the damages award might be reduced by a certain percentage in order to take into account the possibility that the complainant's bid would have been unsuccessful in any event.

4. Who may apply?

The rights of action laid down in the Regulations are available to any person who sought, or who seeks, or who would have wished, to be the person to whom a relevant contract is awarded. In other words, the remedies are potentially available to any supplier who had an interest in being engaged to carry out the contract in question. This will include suppliers who participated in the award procedure, as well as any others who would have done so but for the infringement.

The only further qualification is that the complainant must be a national of and established in an EU Member State or in certain other European countries listed in the Regulations.

5. Time limit for bringing actions

Under each set of Regulations, legal actions must be brought promptly and in any event within three months from the date when the grounds for bringing the

proceedings first arose, unless the Court considers that there is a good reason for extending the period within which proceedings may be brought.

The time limit begins to run from the date when the challenged conduct occurred. For example, if the plaintiff is complaining that he was improperly disqualified in a pre-qualification exercise, he would have (at most) three months to commence any court action as from the date of the authority's decision to exclude him. The Court might, however, exercise its discretion to extend the three month time limit if, for example, the authority fails to inform the complainant immediately of its decision to exclude him. In such a case, the time limit ought to start to run only from the date on which the complainant became aware (or ought to have become aware) of the decision to exclude him.

6. Procedure

Duty to give notice

Proceedings under the Regulations may not be brought unless the complainant has first informed the awarding authority of the breach or alleged breach and of his intention to bring proceedings in respect of it. A ruling of the High Court has indicated that this is a strict procedural requirement and that any failure to inform the authority both of the alleged breach and the intended action will render the action inadmissible. It is advisable that such notice is given in writing.

Applications for interim orders

A complainant who seeks an interim measure such as an injunction will deal with the matter by an application by a summons to the Court together with a supporting affidavit (sworn statement). This may initially be dealt with by the Court before the summons and affidavit are served on the other party (i.e. *ex parte*) but will then be dealt with at a subsequent hearing at which the other party may be present (*inter partes*). A claim for an interim injunction will not normally involve oral evidence but will, instead, involve lawyers making submissions to the judge on the basis of the affidavit evidence.

The summons for interim relief may be issued prior to, simultaneously with, or after the issue of a writ (see below) but where the summons is issued prior to the issuing of a writ it would be usual for the complainant to have to give an undertaking to issue and serve a writ. The applicant for an injunction will usually have to give an undertaking that he will pay damages for any loss suffered if at the final hearing of the proceedings the application for the injunction loses the case. Similar (but not identical) procedures apply in relation to interim injunctions in the context of judicial review proceedings (see below).

Ordinary court procedure

Proceedings in the High Court are normally commenced by writ. This must be endorsed with either a full statement of the plaintiff's claim or a concise statement of the nature of the claim and the relief or remedy being sought. Once the court has issued the writ, it must be served on the defendant within four months. A series of formal documents (pleadings) then pass between the parties setting out their respective cases. The pleadings should contain only material facts and should not normally contain statements of law. The plaintiff's first pleading is his Statement of Claim (which may be part of the writ). The defendant subsequently answers with a Defence, and other pleadings may follow. Pleadings are deemed to close 14 days after

service of the last pleading in the action, although the court may permit further amendments.

After the close of pleadings, the rules of the High Court provide that discovery shall automatically take place between the parties to the action. Discovery comprises two stages: disclosure by way of a list of documents by one party to the others of all relevant documents; and inspection by the other party of such of those documents as are not legally privileged. The scope of discovery is very wide and extends to all documents that are or have been in a party's possession, custody or power relating to any matter in question in the case, save for those which are legally privileged (e.g.. Communications between a party and his solicitor).

Within one month of close of pleadings the plaintiff must take out a summons for directions. This provides an opportunity for the court to consider the preparations for trial of the action. Among other things, the directions will deal with witness statements and expert evidence.

Witness statements are prepared in order to support a case and are the equivalent of the factual oral evidence that is to be given if the witness is called at trial. They should therefore be comprehensive, as evidence of matters not covered in the statement will only be permitted at trial with the leave of the court. Expert evidence may be appropriate in some procurement proceedings. Experts will be able to give opinion evidence on any relevant matter on which they are qualified to speak. Witness statements and the reports of expert witnesses must normally be disclosed to the other parties in advance of the trial.

The case will normally be tried by a single Judge of the High Court without a jury and is usually in public. At the trial the parties are normally represented by lawyers (usually barristers) who make submissions on their behalf and examine and cross-examine witnesses, who give oral evidence.

Duration of proceedings

Interim measures can be sought and obtained almost immediately in the High Court in cases of urgency. The applicant would be required to set out the urgent circumstances in an affidavit to the Court. The time taken for the matter to proceed to full trial and final judgment varies greatly from case to case and depends to some extent upon the workload of the division of the High Court in which the case is lodged. As a very general estimate, the time lag between initiation of the proceedings and the final judgment can be anything from one to two years.

If the case raises difficult questions of EU law, the national court may refer questions of interpretation to the European Court of Justice for a so-called "preliminary ruling". Such a reference would be likely to add at least two years to the duration of proceedings in the national court. In practice, this kind of reference is only made in a small minority of cases.

Finally, it should be noted that any appeal against the High Court ruling to the superior courts will add many more months of delay before the case is finally decided.

Judicial review

An alternative, and completely distinct, approach is to proceed by way of judicial review. This is the traditional procedure by which third parties have been able to challenge the actions and decisions of public authorities in the UK. The existence of the Regulations means it is no longer obligatory to challenge public procurement decisions by way of judicial review, but this option is still open (as confirmed by the

statement in the Regulations that their application is without prejudice to the availability of other remedies).

The aggrieved person wishing to bring judicial review proceedings must initially apply to a Judge of the High Court for leave to do so. This is perhaps the main drawback of using judicial review rather than bringing an ordinary action under the Regulations. Indeed, the existence of the latter avenue could be one reason why a judge refuses to grant leave for judicial review. Any application for leave must be made promptly and, in any event, within three months from the date when the grounds for the application arose unless there is good reason for extending the period. If leave is granted (which may involve consideration of papers only or a hearing open to the public), the substantive application proceeds and the matter is heard by a Judge or Judges of the High Court (and is normally open to the public).

Judicial review proceedings are usually determined by reference to affidavit (rather than oral) evidence without some of the other formal procedures which apply in ordinary civil cases. There is often little or no discovery.

The following remedies are available in judicial review proceedings: an order restraining the decision-making body from acting outside its jurisdiction (prohibition) or quashing and requiring it to reconsider the matter (certiorari); an order requiring the body to carry out its judicial or other public duty (mandamus); the granting of a declaration as to the rights of the parties; the granting of an injunction; and, depending on the type of claim, in limited circumstances, an award of damages against the decision-making body. It can be seen that these remedies closely overlap with those available under the Regulations, although the right to damages is much more limited. There may be circumstances in which it is advantageous for a complainant to bring an action alleging infringements of the Regulations by way of, or in combination with, an action for judicial review. This is a complex issue upon which the complainant may well need to take legal advice.

Is it necessary to engage a lawyer?

It is normal practice in High Court litigation for both parties to instruct solicitors to act on their behalf, both in order to deal with the complicated procedural requirements and to present each side's arguments on the law and merits. Furthermore, under the rules governing High Court practice, most oral submissions can only be presented by counsel (i.e. a barrister rather than a solicitor). Consequently, it is usually necessary for the instructed solicitors to instruct counsel (complainants cannot usually instruct a barrister directly themselves). The cost implications of instructing lawyers are considered in Section 7 below.

It is possible for a complainant to represent himself in the proceedings, but this is very rare and not generally recommended.

7. Costs of proceedings

A relatively small court fee, in the sum of £500 in this type of case is payable upon the commencement of proceedings. More importantly, a complainant will need to bear in mind the cost of instructing lawyers in order to pursue litigation. The overall cost of doing so will depend on the gravity, complexity and duration of the case and is difficult to predict at the outset.

It is normal practice for the High Court to order the unsuccessful party in the litigation to pay a large part of the legal costs of the successful party. This is an additional risk to be taken into account when embarking upon litigation. Moreover, if the complainant was successful in obtaining an injunction at an interim stage but

ultimately lost the case at the final hearing, he might find himself liable to pay damages to the defendant under the terms of a cross-undertaking in damages. Complainants are often required to give such a cross-undertaking in order to obtain the injunction.

8. Rights of appeal

Once the High Court has laid down its judgment, the unsuccessful party may seek to appeal the ruling to the Court of Appeal. In some cases the leave of the judge or the Court of Appeal may be needed. This means that permission is required before the appeal can be brought and courts will consider a number of matters, including the prospect of success, when deciding whether or not to grant leave. The judgment of the Court of Appeal may in turn be appealed, with leave, to the House of Lords, which is the highest judicial authority in the UK.

9. Enforcement of judgment

It is highly unlikely that an awarding authority would choose deliberately to contravene a High Court order made against it, particularly in view of the severe penalties that may follow. If an authority disobeyed the terms of injunction, the complainant could apply for the committal of its officials to prison (although the court would probably give the authority a warning at first hearing in order to induce compliance). In the case of judgment for damages, the complainant could apply for an order to appropriate the authority's assets.

Useful Addresses

The High Court in London:
Royal Courts of Justice
Strand
London WC2A 2LL

The Court of Session in Scotland:
Parliament House
Parliament Square
Edinburgh EH1 1RQ

The High Court in Northern Ireland:
Royal Courts of Justice
Chichester Street
Belfast BT1 3JF

In addition, district registries of the High Court (and Court of Session in Scotland) are located in numero us towns and cities throughout the United Kingdom. Address of the UK Government department responsible for overseeing implementation of the EU procurement rules:

HM Treasury
Procurement Policy
Allington Towers
19 Allington Street
London SW1E 5EB

Tel: 020 7270 1648

Fax: 020 7270 1653

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