Services for professional procurement.
Be better informed, make better decisions.

Brief Guide to Public Sector
EU Procurement Legislation

www.achilles.com
Public procurement in the EU has been estimated at €720 billion, roughly 11% of the Union’s GDP. The opening up of this market was a priority for the completion of the Internal Market in Europe. Reports for the European Commission indicate that cross border competition has increased and that the prices paid by public authorities have been reduced by up to 30%. The Commission are currently looking to improve these benefits further still both in terms of modernisation and in light of the current, persisting economic climate.

In order to fully understand the motivation for, and implications of, the regulation of public procurement it is useful to understand the motivations behind the European Union. One of the original core objectives of this selection of countries was the creation and development of a common, or single market between them. This had previously been barred by an inclination to buy nationally. As a result a legal obligation to buy in a way that ensures visibility across Europe has been imposed alongside the creation of an area without internal frontiers.

The opening up of public procurement has been facilitated by a number of European Directives, the goal of which is to uphold these original treaty requirements for the removal of national barriers to the supply within Europe of goods, works and services. The Directives were consolidated in 2004 and have been developed a number of times since then to enable public bodies to embrace the best procurement practices. This is in line with current and ongoing UK government policy of working with our European partners to boost economic growth. The primary way in which this is hoped to be achieved continues to be through the promotion of the single market. The EU rules have also been implemented into national law through relevant regulations, (e.g. the UK Public Contracts Regulation 2006), compliance with which will also meet the EU’s international obligations, for example under the World Trade Organisation Government Procurement Agreement (GPA). These agreements further expand the relevant markets to include the USA, Hong Kong and Japan to name but a few.

The table below gives a brief guide to coverage of Public Procurement contracts:

| Entities listed in Schedule 1 | Supplies – purchase or hire of goods, which can include siting and installation | £111,676 (£134,000) | £111,676 (£134,000) | £4,322,012 (£5,186,000) |
| Other public sector contracting authorities | Services – contract where a public body engages a body to provide services listed in Schedule 3 to the regulations (e.g. repair and maintenance services) | £172,514 (£207,000) | £172,514 (£207,000) | £4,322,012 (£5,186,000) |
| Small lots | Works – building/civil engineering activities listed in Schedule 2 of the regulations (e.g. construction, site preparation and demolition). Works concession contracts, involving the right to exploit the works. | £66,672 (£80,000) | £66,672 (£80,000) | £833,400 (£1,000,000) |

Note: Schedule 1 bodies are those listed in Schedule 1 to the Public Contracts Regulations. These are essentially Central Government Bodies and NHS to which the lower threshold applies. Also for such bodies the threshold for part B services is £172,514.
The European Commission views the application of Community procurement law as a priority and has ruled on more than 160 cases of alleged infringement. Sanctions are also available to suppliers via the UK courts, including the suspension of procedures, the setting aside of decisions and the payment of appropriate damages.

Value for money is best served by a common sense approach to legislation. A knowledge of the framework of the law allows authorities to obtain the benefits, but with the minimum cost, delay and disruption to their operations.

This guide provides a brief outline of the legislation as it stands today, which is by no means simplistic or static, and points to useful reference documents and sources of additional information.

What is Public Procurement legislation?

European public procurement originated in the directives of the 1970’s and sets out the procedures and practices to which central and local government, along with other public bodies (e.g. police and universities) must adhere when carrying out their procurement practices. This legal framework is designed to ensure that contracts deemed to have a cross-border interest are awarded fairly, transparently and without discrimination on grounds of nationality as well as ensuring that all potential bidders are treated equally. The legal framework includes the obligations of the Treaty (see Annex 1), the directives and case law of the EU and UK courts. The resulting ‘rules’ for tendering must be adhered to when the contract in question is not excluded from the detailed rules and the estimated value is above the relevant threshold as established in the legislation.

Annex 1 gives further details of the sources of legislation and useful guidance surrounding them.

Is the contract covered by the rules?

Not all procurements will be covered by the rules. There are a number of circumstances where the regulations explicitly identify excluded contracts. These exclusions include secret contracts where secrecy is in the national interest, contracts concerning real estate and where the contract is for research and development services (subject to certain restrictions).

Where a contract does not fall into any of the exemptions provided for in the regulations, it is then necessary to establish which category it falls under. The covered categories as identified in the regulations are works, services and supplies. The regulations will apply in full to these various categories. However some services (part B services) are covered by a special, less regulated regime.

Where a contract is in principle covered by the rules we must then consider the estimated value of the contract. A contract will only be fully covered by the rules if its value exceeds the relevant established financial threshold. Unfortunately the process of valuing a contract is not always straightforward. Many more contracts than we first anticipate are covered as, for instance, the legislation requires aggregation of contracts having similar characteristics and those which are for the same type of goods or services. In addition to this the value of all the contracts in relation to a works project have to be aggregated. Finally the valuation of frameworks must take into account the value of all potential call offs under that framework during its lifetime and it is this value which we must measure against the thresholds. Note that the legislation specifically forbids the splitting up of contracts in order to keep them below threshold and the Court no longer even requires the motivation for this splitting to be to avoid application of the Regulations. The idea of the thresholds is to ensure that contracts of enough value to generate cross border interest are made visible to the whole European Union.
Where the regulations do not explicitly apply to a contract, we may still have an obligation to adhere to the general EU principles in the process of their award. The courts have upheld this with a particular emphasis on the principle of transparency. The Treaty principles will generally apply to contracts where a cross-border interest can be deemed to be present.

PUBLISHING NOTICES

Once it has been established that a contract is covered by the rules, authorities must publicise their intention to seek offers in relation to the contract by publishing a call for competition notice in the Official Journal of the European Union (OJEU).

There are three main kinds of notice:

- Prior Information Notice (PIN)
- Contract Notice (the call for competition)
- Contract Award Notice

There is an exact format that all notices must follow as required by OJEU and notices sent in any other format will not be accepted. Notices must also be dispatched within the relevant timescales detailed in the legislation. THEMIS contains the official forms in the required format. It should be noted that, as THEMIS has approved e-sending status, a 7 day discount from the normal timescales for response to calls for competition is available when it is used for the submission of notices.

PIN

Although no longer mandatory, unless used to claim the set timescale discounts allowed following the publication of a valid PIN, these notices are still used to indicate upcoming contracts, to give the market indications of the anticipated spend in general product areas/categories of services and increasingly to gain an understanding of the current market.

Contract Notice

This notice acts as a call for competition for a specific contract and should be published via the OJEU as soon as possible after the intention to tender has been formed. It provides specific details of the contract as well as criteria for applicants to be selected for invitation to tender in the restricted and competitive procedures. Publication is mandatory other than for contracts relating to Part B services.

Contract Award Notice

Within 48 days of the award of a contract, a Contract Award Notice must be sent to OJEU. The award notice contains details of the ‘winning’ tenderer and details on the award process. A contract award notice must be submitted for all covered contracts (including those for Part B services) but in the case of Part B services contracts the contracting authority can choose to withhold authority for publication of the notice by OJEU.

### TIMESCALES

<table>
<thead>
<tr>
<th>Procedure</th>
<th>Minimum response period</th>
<th>Tendering period</th>
<th>Contract award notice from date of award (maximum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open</td>
<td>-</td>
<td>52 days 45 days 47/40 days</td>
<td>48 days</td>
</tr>
<tr>
<td>Restricted</td>
<td>37 (19) days 30 (10) days</td>
<td>40 (10) 35 days</td>
<td>48 days</td>
</tr>
<tr>
<td>Competitive dialogue</td>
<td>37 days 30 days</td>
<td>Not specified</td>
<td>48 days</td>
</tr>
<tr>
<td>Competitive negotiated</td>
<td>37 (15) days 30 (10) days</td>
<td>Not specified</td>
<td>48 days</td>
</tr>
</tbody>
</table>

Reduction for transmission of contract notice electronically
Reduction for availability of contract documents electronically
Technical specifications and standards

Any technical specification which the authority wishes to lay down to be met in the process of a contract must be stipulated in the contract documents. Specifications must not be written so as to restrict or distort competition. Unless it is essential to describe what is required, this specification must not refer to trade names or patents. The specification may refer to a performance or functional specification or to a standard, in which case priority must be given to national standards implementing European standards. Essentially, the contracting authority must describe what it wants and give suppliers an opportunity to prove they can supply something which meets their technical requirement.

Selecting Tenderers

Where the open procedure is used, all suppliers that express interest following the contract notice must be allowed to tender, although the authority can set minimum capacity levels in the notice that the supplier must meet for their tender to be accepted. In the other procedures it is permitted to select a number of suppliers from those expressing interest.

Minimum Requirements - when selecting the number of tenders, the overriding requirement is that there are sufficient tenderers for genuine competition. The Regulations specify that where the restricted procedure is used a minimum of 5 tenderers is required and, in the case of the competitive dialogue and competitive negotiated procedure, a minimum of 3 tenderers is required. These minimum numbers apply where sufficient appropriately qualified suppliers have expressed interest.

Exclusions – some suppliers must be excluded from tendering for public contracts. Suppliers must be excluded when they have been convicted of certain offences, namely fraud, organised crime, corruption and money laundering, unless overriding requirements in the general interest can be demonstrated.

There is also a level of discretion available to the contracting authority as to the exclusion of suppliers convicted of other criminal offences or grave misconduct in the course of business as well as to exclude suppliers involved in bankruptcy, insolvency, failure to pay taxes, etc.

Short listing

Where suppliers have not been excluded they can only be further selected for the tender list on the basis of information concerning their economic and financial standing as well as technical capacity and ability. At this stage only the supplier’s ability to perform the contract is being considered and not whether they will make the best offer or not. The contracting authority should only be considering if the supplier can carry out the contract or not. It is a requirement that any minimum capacity levels and rules for selection are disclosed in the contract notice.

Suppliers are given the right to be advised of the reasons they have not been selected via the regulations. Records should be kept of this notification in case of challenge. It is worth noting that if suppliers are not advised of their failure and the reasons for it at the end of the selection process, this must be disclosed to them at the standstill change, before the contract is concluded.
Choice of procedure

There are four main award procedures available in the Regulations; however some are more accessible and appropriate than others, as shown below:

• Open Procedure; a contract is placed in the OJEU and all who meet the minimum capacity requirements are invited to tender in a one stage process. Authorities are required to consider all tenders that meet any declared minimum capacity levels submitted before the closing date specified in the contract notice. As at 2012, 73% of EU tenders use this process, but the UK is the only country to use this in less than 50% of their procurements.

• Restricted Procedure; a contract notice is placed in the OJEU inviting expressions of interest along with proof of capacity. Only suppliers that meet the minimum capacity requirements, and are shortlisted using the rules for further selection, will be invited to tender.

• Contracting authorities have a free choice between the open and restricted procedures.

• Competitive Dialogue Procedure; a notice is placed in the OJEU and from those who respond participants are chosen following the same process as the restricted procedure, above. A dialogue is then begun with the selected participants with the aim of establishing how the authority’s needs can be best satisfied. Throughout the process, the authority must take care to ensure the principles of equal treatment and transparency are adhered to and that a genuine competition has taken place.

This procedure is only available where the authority is looking to award a particularly complex contract (as defined in the relevant Regulation) and where the authority feels the open and restricted procedures will not allow the award of that contract.

• Competitive Negotiated Procedure; a contract notice is placed in the OJEU inviting expressions of interest along with proof of capacity. Only suppliers that meet the minimum capacity requirements, and are shortlisted using the rules for further selection, will be invited to negotiate the contract (usually using a tendering round). This procedure is only available in very limited circumstances (principally relating to uncertainty of the requirement) which are similar to those permitting the use of the competitive dialogue procedure. In certain very limited instances, the negotiated procedure is available without publishing a call for competition. Authorities who use these procedures must be able, if challenged, to justify their decision and show that the grounds set out in the regulations have been met. It is important that there is an audit trail including, where relevant, why the open and restricted procedures were not considered appropriate.

Timescales

Different timescales are set in relation to the various procedures and in relation to the two stages of these procedures. The timescales relating to the selection stage are the limits set for submissions of expressions of interest. The periods set regarding the tendering period are those required for the submission of tenders from suppliers and are only specified for the open and restricted procedures. The timescales set out in the legislation are minimum periods and authorities should always be aiming to ensure that the time limits will ensure the submission of compliant tenders. For instance, where the requirement requested is complex or there is a need for site visits, sufficient time should be allowed for this rather than simply applying the timescales detailed in the legislation.

Where compliance with the standard timescales has been “rendered impracticable for reasons of urgency”, the timescales applied can be reduced to those set out under the accelerated procedure (indicated in brackets in the table below). The reasons for failing to apply the standard timescales must be set out in the
contract notice, justifying the use of the accelerated procedure, and care should be taken to maintain an audit trail in case of challenge.

**Reductions**

- **PIN** - Where a PIN has been published which contains information equivalent to a contract notice, timescales can be reduced. The PIN must however have been issued a minimum of 52 days prior to the despatch of the subsequent contract notice but no more than a year before. Please refer to the Regulations for further details on the available time reductions.

- **Electronic Procurement/E-tendering** - where contract notices are submitted electronically through an approved e-sender system, such as THEMIS, and the contract documents are made available for immediate download at the time of publication, the specified timescales can be reduced further still.

The prescribed timescales can be reduced as follows:

- Where contract notice is sent through an approved e-sender to OJEU – 7 day reduction from the minimum response period for expressions of interest or the tendering period as applicable. In the case of the accelerated procedure this reduction is 5 days. (see table below for specific reductions).

- Where contract documents are made available for immediate download from appropriate link to documents in the contract notice in OJEU. Where these requirements are satisfied, timescales can be reduced by a further 5 days from the relevant minimum time for receipt of tenders.

The maximum reduction for the open procedure is from 52 days to 40 if both of the above conditions are met while the restricted procedure can be reduced from 40 to 35 days for the return of tenders. However, regardless of the available reductions, authorities must still ensure that the time available allows an adequate time for responses.

**Assessing Tenders and Choosing a Winner**

A public contract can be awarded by a contracting authority on one of two grounds:

1. The Most Economically Advantageous Tender (otherwise referred to as MEAT), or;

2. The lowest price

When using MEAT as the basis for the award of a contract the authority must use criteria linking to the subject matter of the contract when assessing submitted tenders. The questions should relate to HOW the tendering body will carry out the contract. This can include quality, price, technical merit, aesthetic and functional characteristics, environmental characteristics, running costs, cost effectiveness, after sales service, technical assistance, delivery date and delivery period and period of completion. This is by no means an exhaustive list.

Where an authority chooses to use MEAT to assess tenders, it must also disclose the criteria to be used and the relevant weightings for these criteria. Where this is not objectively possible, the relative importance of the criteria should be listed instead. The criteria and weightings may be disclosed in the contract notice or in the tender documents.

As soon as the award decision has been taken, the authority must inform all tenders of the outcome using a ‘contract decision notice’, often referred to as a ‘standstill’ or ‘Alcatel’ letter. Unless they have already been informed, with reasons, of their exclusion (e.g. at the selection stage) all other suppliers that applied to be considered for the contract must also receive the contract decision notice.
The contract decision notice must include:

1. Criteria for the award of the contract (including any sub-criteria used)
2. The reasons for the decision, including the characteristics and relative advantages of the ‘winning’ tenderer, along with the scores, where relevant, of the winning tenderer and the supplier receiving the notification
3. The name of the winning tenderer
4. Specific statement of the standstill period within which the contract will not be concluded

It is worth noting here that if the authority has been diligent and notified suppliers of their failure at the selection stage, the number of concerned parties requiring a letter is reduced.

**Standstill Period**

The day after the contract decision notice has been issued the standstill period will begin. This period is designed to ensure that the procedures which have been followed are open to review before the conclusion of a contract. Where the notification has been issued electronically this period will end at midnight on the 10th day following the relevant sending date. Otherwise this period is to last 15 days after the relevant sending date or 10 days after the last of the concerned candidates receives the notification, whichever occurs first. Note – the final day must fall on a working day, and where it does not, the standstill period must be amended accordingly.

During the standstill period the contract cannot be concluded and the full range of remedies is available to the court where a concerned supplier chooses to challenge the award decision. These remedies include the ability to suspend the procurement process and also to award appropriate damages, amongst others as detailed in the Regulations.

Although limited, there are a number of exceptions to the mandatory requirement for a standstill period:

1. Where there was no need for a contract notice to be published, for instance in the case of Part B service contracts
2. Where there is only one tenderer and no concerned candidates (may be that all other concerned candidates have been notified at an earlier stage as discussed above)
3. Where the award of the contract has been made under a valid framework agreement or dynamic purchasing system.

**Contract award notice**

Once the contract has been concluded the authority must despatch a contract award notice to OJEU within 48 days.

**Keeping records**

Authorities must keep records of decisions made at each stage of the procurement process in case of challenge in the courts or for the purpose of reporting to the Commission. The documents should detail all contract award decisions made. Although there is no guidance in the public sector procurement legislation as to how long this information should be kept, the similar legislation that applies to utilities procurement provides that such documentation should be kept for four years. The information which should be kept includes decisions relating to the selection of suppliers and choice of tenderers and justification for choice of procedure where competitive dialogue procedure or negotiated procedure have been used.
When a supplier challenges

Over the last six years there has been a steady increase in the number of supplier challenges, with the public sector being most prone to challenge (please refer to ‘Supplier Challenges Report’ in THEMiS for further info). In light of this, contracting authorities should take careful consideration when making choices about how to carry out their procurement procedures.

Compliance with the Regulations is a duty owed by the contracting authority to suppliers harmed or who may suffer harm as a result of a breach and the regulations provide for a right to take action in the High Court (England, Wales and Northern Ireland, Sherriff Court/ Court of Session in Scotland).

Suppliers also have the option to make complaints to the European Commission who will make the decision whether or not to investigate. They may then bring an action against the Member State as appropriate in the Court of Justice of the EU.

Where a supplier brings a challenge, an automatic suspension of the award of the contract comes into place. The contracting authority has the ability to request an interim order to end this suspension.

Where an authority is deemed to have breached the regulations there are a number of remedies available to the supplier. These include damages, the suspension of the contract award procedure and even ineffectiveness (i.e. cancellation) of a concluded contract (where specific grounds have been met).
Annex 1

Useful references

1. EU Directive
   • 2004/18/EC The Public Contracts Directive
   • 89/665 EEC The Remedies Directive
   • 2007/66/EC The Remedies Amending Directive

2. Regulations
   • SI 2006/5 The Public Contracts Regulations
   • SSI 2012 no 88 The Public Contracts (Scotland) Regulations
   • The Public Procurement (Miscellaneous Amendments) Regulations 2011
   • The Defence and Security Public Contracts Regulations 2011
   • The Public Sector and Utilities Contracts (Postal Services Amendments) Regulations 2008
   • The Public Contracts and Utilities Contracts (CPV Code Amendments) Regulations 2008
   • The Public Contracts and Utilities Contracts (Amendment) Regulations 2007

3. The WTO Government Procurement Agreement 1994

4. Other Documents

Cabinet Office Guidance Notes
   • Amendment to the Procurement Regulations

UK Office of Government Commerce Guidance Notes
   • Framework agreements
   • Competitive dialogue procedure
   • Environmental issues and procurement
   • Social issues and procurement
   • Introduction to EC rules
   • Mandatory exclusion of economic operators
   • Mandatory standstill period
   • Time limits for challenges under the public procurement regulations
   • Use of the Accelerated Restricted Procedure in 2011

Commission Guidance Notes
   • Product Nomenclatures and Public procurement
   • Defining the Term Product Area in Periodic Indicative Notices
   • Competitive dialogue procedure
   • Framework agreements
   • The Commission guide to the old Works, Supplies and Services directives
   • The Commission Interpretative document on the Environment and procurement
   • The Commission Interpretative document on Social considerations and procurement
   • The Commission Interpretative document on Concessions
   • Procurements not fully covered by the directive rules (including low value contracts).

All these policy guidance notes are available through the Achilles THEMIS system as are summaries and transcripts of relevant Court cases (including European Court of Justice cases and those in the UK and Irish Courts).

EU Team, Achilles Information Limited, 30 Western Avenue, Milton Park, Abingdon, Oxfordshire OX14 4SH.
Tel 01235 820813 or email: themis@achilles.com
Treaty Principles
Freedom of Movement of Goods (Art 34)
Freedom of Establishment (Art 49)
Freedom to Provide Services (Art 56)

Derived Principles (Stated in Recital 2 of Directive 2004/18/EC)
- Equal treatment
- Non-discrimination
- Mutual recognition
- Proportionality
- Transparency

EU Directives
Public sector procurement directive 2004/18/EC
Public sector remedies directive 89/665/EEC*
*As amended by directive 2007/66/EC

Regulations
For England and Wales and Northern Ireland
SI 2006 No. 5
For Scotland
SSI 2012 No. 88

- Fully regulated contracts above threshold
- Contracts below threshold
  - Services concession contracts
  - Contracts not fully covered (Part B services)
Open Procedure

Issue contract notice to OJEU

Receive expressions of interest from economic operators

Issue tender documents to all respondents

Deadline for submission of tenders

Assess compliance with minimum capacity requirements and evaluate tenders against award criteria as set out in contract notice/contract documents. Determine winning bid

Issue contract decision notice to all concerned parties detailing winning bid and relevant scores

Hold mandatory standstill period

Conclude contract (provided no challenges made)

Send contract award notice to OJEU

Notes:
If a tenderer requests further relevant information during the tender stage, then this has to be provided at least six days before the tender return deadline. The deadline for receipt of tenders may have to be extended in circumstances where a tenderer requests further information in sufficient time for dispatch to the tenderer 6 days before the tender receipt deadline date and for whatever reason the information is not dispatched in that time.
Notes:

Pre-qualification information can be requested on the face of the contract notice or by using a pre-qualification questionnaire. The Directive and the Regulations do not mention the use of such questionnaires, although there is no reason to believe that they cannot be used.

If a tenderer requests further relevant information during the tender stage, then this has to be provided at least 4 days before the tender return deadline. The deadline for receipt of tenders may have to be extended in circumstances where a tenderer requests further information in sufficient time for dispatch to the tenderer 4 days before the tender receipt deadline date and for whatever reason the information is not dispatched in that time.
Competitive Dialogue

Issue contract notice to OJEU - 37 days minimum. Reduction of 7 days where contract notice sent in approved electronic format.

Deadline for return of pre-qualification information (PQQ)

Evaluate PQQs against selection criteria and compile short list

Issue invitations to participate in Dialogue (ITPD) to short-listed suppliers

Commence dialogue process

Close the dialogue process once solution(s) to contracting authority's needs has been found

Issue invitations to tender (ITT)

Deadline for submission of tenders

Where necessary, clarify, specify or fine-tune received tenders

Evaluate tenders against award criteria set out in notice/ITT. Determine winning bid

Where necessary clarify aspects of winning bid and confirm commitments

Issue contract decision notice to all concerned parties detailing winning bid and relevant scores

Hold mandatory standstill

Conclude contract (provided no challenges made) - 48 days maximum.

Send contract award notice to OJEU

Notes:

Pre-qualification information can be requested on the face of the contract notice or by using a pre-qualification questionnaire. The Directive and the Regulations do not mention the use of such questionnaires, although there is no reason to believe that they cannot be used.

If a tenderer requests further relevant information during the tender stage, then this has to be provided at least six days before any deadline for the receipt of submissions. The deadline for receipt may have to be extended in circumstances where a supplier requests further information in sufficient time for dispatch six days before the deadline date and for whatever reason the information is not dispatched in that time.

There is express provision for clarification of bids, post-tender and also clarification and confirmation of commitments with the ‘winning’ bidder. These provisions are found in Reg18(26) and 18(28).
Competitive Negotiated Procedure

1. Issue contract notice to OJEU
2. Receive responses and issue selection information where appropriate
3. Use selection criteria to compile list of those who will be invited to tender
4. Issue invitations to tender (ITT)
5. Deadline for submission of tenders
6. Negotiate to determine best offer
7. Issue contract decision notice to all concerned parties detailing winning bid and relevant scores.
8. Hold mandatory standstill period
9. Conclude contract (provided no challenges made)
10. 48 days maximum
11. Send contract award notice to OJEU

37 days minimum. Reduction of 7 days where contract notice sent in approved electronic format.

Accelerated procedure 15 days minimum – reduction of 5 days where electronic means used.

10 days minimum where issued via facsimile or electronic means. 15 days minimum when sent via other means.

Reduction of 7 days where contract notice sent in approved electronic format.

Accelerated procedure 15 days minimum – reduction of 5 days where electronic means used.

10 days minimum where issued via facsimile or electronic means. 15 days minimum when sent via other means.

48 days maximum
Advice and Support: THEMIS

Achilles has extensive experience of working with public sector and utility organisations. We understand the need for a comprehensive up-to-date system that can help procurement professionals to understand the risks involved in EU procurement, while making information readily available at an affordable cost.

THEMIS is a knowledge bank for EU procurement legislation, which offers:

- EU Guidance
  - Ask the experts at Achilles your EU question by email
  - Over 350 FAQ's
- Library
  - Consolidated regulations and directives
  - Policy guidance
  - Summaries of court cases by Professor Sue Arrowsmith, Professor of Public Procurement Law and Director of the Public Research Group at University of Nottingham
  - EU Articles by experts in the field of regulated procurement
- Create and send your OJEU notices
  - Achilles registered e-sender
  - Help and guidance against each field
  - Fully electronic
  - All notice forms
  - Validation and on-line help
  - EU team service desk – speak to real people
- An experienced team of EU Trainers and Advisors

Training

Achilles EU Services team are a leading provider of specialist training in the management of EU procurement legislation. With the EU regulations having an effect on how we purchase and case law having an effect on the existing and new legislation, Achilles training programmes are continually updated to ensure we keep you up-to-date. Our dedicated team of EU trainers deliver interactive training workshops, seminars and conferences that use a mixture of slides, case studies exercises and discussion points to provide a “real” understanding of how EU rules fit with regulated procurement. Achilles offers a range of courses which can be delivered via an open route or in-house route. All courses have Lawyers Regulatory Authority CPD points.

Visit www.achilles.com/euservices

Consultancy:

Achilles EU Services provide experts within the field of EU procurement legislation. Our experts have a deep understanding of the practical implications of the EU procurement rules, through their close links with the European and UK Government authorities and years of training. Our consultancy service is offered in many forms, depending on a company's individual requirements:

- Annual EU advice retainer that gives you the flexibility to ask and receive EU advice as and when required. A number of our clients have taken up this route as it is an easy cost-effective route to have an expert to hand.
- Case-by-case for those larger contracts, on an hourly basis, at your office or clients offices.
- As part of the THEMIS service “Ask Achilles” function, you can ask your EU questions on-line. No limit to the number of questions.

For more information and to discuss your specific requirements, contact the EU Services Team:

Training, Advice and Consultancy
T: 01235 838115 E: eclegislation@achilles.com
THEMIS
T: 01235 838115 E: themis@achilles.com

Achilles Information Limited
30 Western Avenue, Milton Park, Abingdon, Oxon OX14 4SH UK | T: +44 (0)1235 820813 | F: +44 (0)1235 821093 | E: enquiries@achilles.com | www.achilles.com