There is no separate body of procurement law under which damages can be awarded.

No fines are available for breach of procurement procedures.

For private law causes of action, the remedies may be quite limited. For example, powers to review an administrative law decision may only grant the court the power to require that the decision be remade (which may not change the outcome). Damages are also not available for all administrative law remedies.

X OUTLOOK

As part of the activities to implement the PGPA, the current Commonwealth government has indicated that procurement-related policies need to be reviewed for red tape reduction opportunities.[6] However, it is not expected that we will see any significant change to procurement practices.

6 Public Governance, Performance and Accountability Act 2013 COMPENDIUM, A description of legislative and other arrangements to support the introduction of the Act, 5 March 2014, p. 34: www.pmra.finance.gov.au/files/2014/03/Attachment-G-PGPA-Act-compendium.pdf.

Chapter 3

BELGIUM

Dirk Lindemans, Frank Judo, Aurélien Vandeburie and Stijn Maeyaert[1]

I INTRODUCTION

Until the first half of 2013, the European obligations on public procurement were implemented in Belgian law by an Act of 24 December 1993 and the royal decrees detailing the content of the Act, which were systematically – but laboriously – brought into agreement with the minimum standards of the Public Procurement Directives 2004/17/EC and 2004/18/EC. Nonetheless, in the meantime, the legislature wanted to revise the public procurement framework. A double purpose was set: establishing a coherent structure as well as transposing some of the 'optional' provisions of the European directives. This resulted in the Public Procurement Act of 15 June 2006, which replaced the former Act of 24 December 1993. As from 1 July 2013, this Act contains the essential rules on Belgian public procurement.

In this sense, it could be said that the Belgian legislation on public procurement recently went through a substantial change. This conclusion, however, needs to be refined, as notably the vast majority of the pre-existing regulation has essentially been maintained. The same is true for the implementing royal decrees, which are:

a Royal Decree of 15 July 2011 concerning the award of public procurement contracts in the broader public sectors;

b Royal Decree of 16 July 2012 concerning the award of public procurement contracts in the utilities sector; and

c Royal Decree of 14 January 2013 concerning the general contracting conditions for public procurement contracts and for concessions of public works.

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The Act of 15 June 2006 also covers contracts below the European threshold levels. For these contracts, very similar rules apply as compared with 'European' contracts. Basically, the main differences relate to:

a publication obligations (in principle, contracts below the threshold levels are only to be announced in an annex of the Belgian Official Gazette);[2]

b the extended possibility to apply the negotiated procedure without notice (which is possible for all contracts with a value up to €85,000,[3] and for research and development, financial, legal services and all Annex II B services of up to €207,000);[4] and

c the standstill period, which does not apply to contracts below the European threshold levels, except for works contracts of half this estimated value.[5]

Directive 2009/81/EC on defence and security procurement has been transposed into national law through the Act of 13 August 2011 on public contracts and certain contracts for works, supplies and services in the field of defence and security, and through two royal decrees implementing this Act.[6] This legislation entered into force during the course of 2012 (see Section II, *infra*).

In addition to this legislation, tendering authorities are subject to the fundamental principles of the Treaty on the Functioning of the European Union (TFEU) (principles of transparency, non-discrimination, equal treatment, free competition and proportionality). These principles are also part of the principles of general Belgian constitutional and administrative law. A major principle that has been expressly implemented in the Act of 15 June 2006 is the obligation for all tendering authorities to provide adequate reasoning for most decisions related to public procurement.

In Belgium, there are no specific bodies with responsibility for setting government purchasing or procurement policy and enforcing compliance. The idea of a separate legal body enforcing public procurement law has been discussed on several occasions during recent years, but it has never been realised. Thus, public procurement law can only be enforced by means of a judicial review or through proceedings before the Belgian supreme administrative court (i.e., the Council of State) or the civil courts, or both.

2 Moniteur belge/Belgisch Staatsblad.

3 €170,000 in the utilities sector.

4 €414,000 in the utilities sector.

5 €2.593 million.

6 Royal Decree of 23 January 2012 on public contracts and certain contracts for works, supplies and services in the field of defence and security, and Royal Decree of 24 January 2012 on the entry into force of the Act of 13 August 2011 on public contracts and certain contracts for works, supplies and services in the field of defence and security, and on the rules on motivation, information and legal remedies for these contracts.

II YEAR IN REVIEW

The most prominent legislative event of 2013 was the switch to a new legal framework on public procurement that, as previously stated, was created by the Act of 15 June 2006 and its implementing royal decrees (see Section I, *supra*).

A Royal Decree of 14 January 2013 concerning the general contracting conditions regulates the various aspects of the execution of public contracts. This new Decree gathers the rules from the former Royal Decree of 26 September 1996 and those laid down in the annexes of this latter Decree. As a result, the execution rules are now incorporated into one single source of law, which is undoubtedly a great improvement on the previous situation. A Royal Decree of 14 January 2013 also includes some modifications and novelties, such as the transposition of Directive 2011/7/EU on combating late payment in commercial transactions, by providing a 30-day payment and verification term and limiting strictly the possibilities to extend these terms.

Other notable recent changes relate to the Council of State, whose procedural and organisation rules have been changed. One novelty with an impact on public procurement results from Royal Decree of 30 January 2014, which foresees that, as from 1 March 2014, referring a matter to the Council of State or intervening in an ongoing procedure requires a preliminary payment. This payment is, overall, reasonable.[7]

Another notable development under Royal Decree of 13 January 2014 is electronic litigation before the Counsel of State. Created purely as a possibility, electronic litigation will without doubt become obligatory in the long run.

III SCOPE OF PROCUREMENT REGULATION

i Regulated authorities

Early Belgian legislation only involved contracts with the state. As soon as the European framework for public procurement was established, such a limited approach was no longer tenable.

The scope of Belgian procurement legislation is currently defined in Article 2 of the Act of 15 June 2006.

The Belgian legislator has opted for a double approach: first, a non-exhaustive list of bodies and categories of bodies governed by public law is set out in the Act (among which are the state, the regions, the provinces, the municipalities and the associations formed by one or more of these entities). Second – in line with the European directives – public procurement rules are applicable to a category of bodies 'governed by public law', which are defined based on a set of cumulative criteria in the Act.

This concerns entities established for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character, having legal personality and financed, for the most part, by the public bodies mentioned in the list of Article 2 of the Act; or entities that are subject to management supervision by these

7 €200 for a demand of suspension and €150 for a demand to intervene.

bodies, or that have an administrative, managerial or supervisory board, more than half of whose members are appointed by the bodies mentioned in Article 2.

In the utilities sector, 'public undertakings' (i.e., any undertaking over which the public authority has a dominant influence) and certain private entities are also subject to public procurement rules, in addition to the aforementioned public entities that are subject to procurement rules in the ordinary sectors.

ii Regulated contracts

In accordance with the Public Procurement Directives, Belgian public procurement rules cover all contracts in writing for consideration between a contractor, a supplier or a service provider and a public purchaser for the undertaking of works, supplies and services.

These 'works' and 'supplies' and 'services' have the same meaning as in the Public Procurement Directives.

Public service contracts are enumerated in Annex 2 of the Act of 15 June 2006. In principle, part B services are not treated differently from part A services, except that they do not have to be published in the European Official Journal.

In principle, all contracts, whatever their value, are subject to the public procurement rules. However, in practice, a competitive procedure is hardly ever organised for contracts with a value of up to €8,500.

Land agreements and service concessions are not subject to public procurement obligations. However, the fundamental principles of the TFEU apply (principles of transparency, non-discrimination, equal treatment, free competition and proportionality). As mentioned above, these principles are also part of the principles of general Belgian constitutional and administrative law. In the absence of any specific rules, the obligations regarding the award of land agreements and service concessions can be said to correspond to the basic standards regarding advertising and contract award that are mentioned in the European Commission Communicative Interpretation on the Community Law applicable to contract awards not or not fully subject to the provisions of the Public Procurement Directives (2006/C 179/02). Other principles of administrative law to be taken into account are the requirement of due care and the principle that reasons must be given.

Royal Decree of 14 January 2013 concerning the general contracting conditions, which in principle applies to all contracts with a value from €30,000, entitle the contracting authority to unilaterally modify the original contract without organising a new tender, provided the object of the contract remains the same and, if necessary, on condition of lawful compensation. Royal Decree of 14 January 2013 also allows contractors to apply for a review or revocation of the contract or for an extension of its duration, under specific conditions. Finally, this Royal Decree also provides that contractors are to execute any additional works so that the total value of the additional works is no more than 15 per cent of the initial amount of the tender; under strict circumstances mentioned in the Public Procurement Act (e.g., unpredictability, severe necessity), a limit of 50 per cent can be adhered as well.

There are no specific rules regarding the change of the contract partner during the execution of the contract. In practice, tendering documents often stipulate that a change

of contract partner is generally accepted if the contracting authority expressly agrees to this, and that the contracting authority cannot unreasonably refuse to accept this.

IV SPECIAL CONTRACTUAL FORMS

i Central purchasing

It is very common in Belgium that different contracting authorities set up the joint realisation of a public contract (e.g., a region and a local authority who jointly contract for roadworks). It is also possible to make purchases from a central purchasing body.

ii Joint ventures

There are no specific rules in Belgium regarding the establishment of public-public joint ventures. As a general principle, the public procurement rules also apply in relations between contracting authorities, unless the in-house criteria set by the Court of Justice are fulfilled.

In the case of public-private partnerships, the private sector partner has to be competitively tendered if the partnership is set up for providing public works, supplies and services contracts in the sense of the directives. This tender can be organised in one phase. It is not necessary to separately tender the selection of the private partner and the execution of the public contract.

V THE BIDDING PROCESS

i Notice

All contracts, whatever their value, must be advertised in advance in the Belgian Public Tender bulletin (BDA), which is an annex to the Belgian State Gazette.

Contracts that meet the European threshold levels are also to be published in the Official Journal.

Obviously, exception is made for contracts awarded on the basis of a negotiated procedure without notice.

Once awarded, all contracts meeting the European threshold levels are to be published in both the BDA and the Official Journal, with the exception of contracts that were awarded on the basis of a negotiated procedure without notice for reasons of public safety or secrecy.[8]

ii Procedures

Belgian legislation distinguishes between the following types of procurement procedures:

a adjudication: award on the basis of the lowest price only;
b quote request: award on the basis of the award criteria, but not solely the price;
c negotiated procedure; and
d competitive dialogue.

8 These contracts are in principle outside the scope of the Public Procurement Directives.

The tendering authority can in principle freely choose between the adjudication and the quote request. The grounds for use of the negotiated procedure and the competitive dialogue are the same as the grounds stipulated in the European directives. Moreover, the negotiated procedure without notice can be applied for all contracts with a value up to €85,000,[9] and for research and development, financial, legal services, and all Annex II B services up to €207,000.[10]

The procedures of adjudication and quote request may be awarded by means of an open or restricted procedure. In an open procedure, all interested providers can tender. In a restricted procedure, tenders are invited only from a limited number of these providers, selected in a first phase by the tendering authority.

The design contest and concession for public works have been implemented in Belgian law.

Electronic purchasing has become quite successful in Belgium. There is one official channel for Belgian public procurement contracts: the application e-notification.[11] Companies can find all Belgian public procurement notices on this platform.

To present or award a bid, the use of e-tendering is permitted, required or prohibited depending on the public body that procures (the state, Flemish Region, Walloon Region, Brussels Capital Region, local authorities). The federal authorities have developed IT tools, which are made available to the other levels of government by the federal authorities, to process public contracts electronically so that companies can in principle make use of the same environment.

As previously mentioned, the Act of 15 June 2006 warrants a new reform in a restructured context, especially with a view to the transposition of some of the 'optional' provisions of the directives. Such is the case for the electronic auction, the dynamic purchasing system and the framework agreement in the classic sectors.

Electronic auctions can be used for recurring supplies or services for which the specifications can be determined with precision. Before proceeding with an electronic auction, contracting authorities shall make a full initial evaluation of the tenders. The electronic auction can only be applied if the price is the sole award criterion. In the event of several tenderers who offered the same lowest price, the contracting authority must, as a rule, organise a raffle.

Contracting authorities are permitted to apply a dynamic purchasing system, being an exclusively electronic system to award contracts relating to reiterative supplies or services that are generally available on the market and meet the requirements of the contracting authority. This system, which has a limited validity, is open throughout this time to any economic operator that suits the selection criteria and has submitted an indicative tender. It can use not only a solely price criterion, but also other supplementary criteria.

9 €170,000 in the utility sector.

10 €414,000 in the utility sector.

11 https://enot.publicprocurement.be.

Furthermore, contracting authorities can also enter into a framework (or umbrella) agreement that restricts price (aspects) and, if the occasion arises, desired quantities. Thus, individual contracts can be arranged with regard to this basic agreement.

iii Amending bids

After the closing date for submission of tenders in the procedures of the adjudication and quote request, it is no longer possible to amend the bids. The tendering authority is allowed to contact the tenderers only to ask for clarification or to complete the offer, as long as the content of the offer is not modified.

During the negotiated procedure, the offers can be amended, as long as the object of the contract remains the same, and the principles of transparency and equal treatment are respected.[12] There are no specific legal provisions concerning changes at the preferred bidder stage. However, it is generally accepted that 'substantial' changes to the contract are no longer possible at that stage, taking into account the aforementioned principles. The tendering authority has a margin of discretion to decide whether changes are to be considered substantial.

During the competitive dialogue, the alternatives proposed by the candidates, on the basis of which the candidates chosen are invited to tender, can be amended as long as the tenderers do not deviate from the 'essential' elements mentioned in the contract notice and contract documents. The 'essential' elements of the final offers cannot be modified, once these offers have been submitted. Once the most economically advantageous tender has been selected, only minor changes are allowed to this offer.

VI ELIGIBILITY

i Qualification to bid

The Belgian legislator has faithfully copied the rules set in the European directives concerning the criteria for qualitative selection.

ii Conflicts of interest

The Act of 15 June 2006 contains a general prohibition for any person involved in public purchasing to be involved in the award or the supervision of a public contract if he or she should have interests in the tendering company. Any infringement on this rule may be sanctioned by penal law.

12 With regard to e-tendering, the Counsel of State recently judged that a contracting authority violates not only the contract documents themselves but also the principle of equal treatment if it determines, on the one hand, in the contract documents that signed offers must be submitted before a certain deadline and, on the other, allows a tenderer, who merely dropped an unsigned offer, and therefore strictly speaking missed the deadline, to 'regularise' his or her situation afterwards by uploading a signed copy so that he or she can still join the negotiated procedure (Counsel of State, 10 December 2013, No. 225.775, www.raadvst-consetat.be).

In accordance with the case law of the Court of Justice, a person who has been instructed to carry out research, experiments, studies or development in connection with public works, supplies or services can only be excluded from a tender if he or she is given the opportunity to prove that, in the circumstances of the case, the experience that he or she has acquired in the course of the research, experiments or studies is not capable of distorting competition.

iii Foreign suppliers

Foreign suppliers do not have to set up a local branch or subsidiary, or have local tax residence to do business with public authorities in Belgium.

VII AWARD

i Evaluating tenders

The contracting authority must award the contract either to the tender that contains the lowest price offer or to the most economically advantageous tender. In the latter case, the contracting authority has wide discretionary power to determine the economic and quality criteria for awarding the contract, insofar as these criteria relate to the object of the contract and enable tenders to be compared and assessed objectively.

These award criteria must be notified in advance.

As far as assessing the award criteria is concerned, Belgian legislation follows the rules set in the European directives.

In restrictive procedures, the selection criteria must be notified to the candidates before the contracting authority selects who is to be invited to tender. However, no assessment of these criteria is required, and there is no general obligation to provide information on the principles on which the criteria will be applied; for example, what minimum turnover is required.

According to the jurisprudence of the Council of State, contracting authorities are not obligated to disclose information about the evaluation methodology upfront.

Unsuccessful tenderers will be able to assess the evaluation by the contracting authority, because decisions on the selection of tenderers and on the award of the contract should contain adequate reasons to allow tenderers to decide whether to start legal proceedings.

ii National interest and public policy considerations

In principle, domestic suppliers cannot be favoured for reasons of public interest. However, until recently, in defence procurement, offsets could (under strict conditions) be an evaluation criterion. It remains unclear whether this practice will persist under the new Belgian defence and security public procurement law of 13 August 2011, which has recently entered into force.

Reference to national quality marks is only possible if products of 'equivalent quality' are also accepted. Moreover, any reference to specific (quality) marks is prohibited, unless this reference is necessary to define the subject matter of the contract.

Social and environmental considerations can be taken into account under strict conditions. Environmental considerations can in principle only be applied as award criteria insofar as they are related to the subject matter of the contract.

The *Max Havelaar* case[13] has not passed unnoticed in Belgian legal practice. The government of the Brussels Capital Region has adopted a recommendation concerning the use of social considerations in public procurement. It recommends the use of social considerations as award criteria or conditions for the performance of the contract. It should be noted that the new Public Procurement Directives also attach importance to social award criteria.

VIII INFORMATION FLOW

During the procurement process, tenderers may contact the contracting authority to clarify information that has been provided in the tender documents, or to request additional information. The contracting authority can decide whether it will provide this information. However, the principle of equal treatment should be respected at all times. Information provided to one tenderer should also be provided to the others. In open procedures, this would normally require an additional publication.

The principle of equal treatment implies that tenderers may at no stage before the award decision have access to (information on) other offers, even in a negotiated procedure.

Immediately after the award decision, the contracting authority must notify:

a every non-selected candidate about the reasons for the non-selection, by sending a copy of the relevant part of the motivated decision;

b every tenderer with an irregular or unacceptable tender about the reasons for the exclusion of their offer, by sending a copy of the relevant part of the motivated decision; and

c every tenderer whose (regular) offer has not been considered to be the most economically advantageous tender (in the case of a quote request) or that does not contain the lowest price (in the case of an adjudication), by sending a copy of the relevant part of the motivated decision.

For contracts meeting the European threshold levels and for works contracts of half this estimated value, a standstill period of 15 calendar days is to be granted to unsuccessful bidders. During this period, which starts the day after the above-mentioned notification, a suspending procedure of extreme urgency before the Council of State or a summary procedure before the civil courts can be introduced (see further below). If the contracting authority were to conclude the contract before the end of this period, proceedings before a civil judge may be instituted to declare the contract ineffective.

The Public Procurement Act prohibits contracting authorities from divulging information that would violate the public interest, legitimate commercial interests or the principle of fair competition. This provision is open to interpretation.

13 Court of Justice, C-368/10, 10 May 2012, *Commission v. Netherlands*.

The Council of State has repeatedly referred to the jurisprudence of the Court of Justice in the *Varec* case,[14] which requires that a body responsible for judicial review is to find a balance between the interest to safeguard the confidentiality and secrecy of information and the requirements of effective legal protection and the rights of defence of the parties to the dispute, so as to ensure that the proceedings as a whole accord with the right to a fair trial.

In practice, contracting authorities rarely provide a full copy of the bids of other tenderers to their competitors. Especially for works contracts, tendering authorities are generally very reluctant to divulge any unity prices. To date, the Council of State has never obliged a contracting authority to provide a copy of these bids or specific information in these bids during summary proceedings (the suspending procedure of extreme urgency). However, it has recently obliged several contracting authorities to provide detailed information about the prices in proceedings on the merits of the case (annulment procedure), where the unsuccessful bidder had criticised the possibly 'abnormal' prices of its competitor.

IX CHALLENGING AWARDS

i Procedures and remedies

In Belgium, there is no mechanism for review by an enforcement body.

Legal proceedings may be installed by any person having or having had an interest in obtaining a particular contract and who has been or risks being harmed by an alleged infringement.

Belgian legislation does not oblige such a person to notify the contracting authority of the alleged infringement and of his or her intention to seek review. In practice, before starting legal proceedings, the tendering authority is often requested to voluntarily withdraw its decision, but this request is not obligatory.

The following legal proceedings are possible.

Suspension and annulment procedure

In accordance with Directive 2007/66/EC, the concerned person may start proceedings to suspend the implementation of any decision taken by the contracting authority. If the tendering authority is an administrative authority, these proceedings should be brought before the Council of State in a procedure 'in extreme urgency'. In other cases (for example, if the tendering authority is a private hospital), a summary procedure before the civil courts should be started.

For contracts that meet the European thresholds and for works contracts of half this estimated value,[15] Belgian legislation imposes a standstill period of 15 calendar days, starting the day after the notification of the award decision. During this period, the

14 Court of Justice, C-450/06, 14 February 2008, *Varec*.

15 For contracts within the scope of the Defence Directive, the standstill period only applies to European contracts.

contracting authority is not allowed to conclude the contract. For other contracts, the tendering authority may voluntarily apply the standstill period.

If proceedings in suspension have been installed within the standstill period, the contract can only be concluded when the suspension has been rejected by the competent judge.[16]

A judicial decision regarding suspension is only temporary. It has effect only until the competent judge decides on the annulment. Such an annulment procedure is to be introduced within 60 days from the day following the notification of the decision. In practice, tendering authorities will often withdraw the decision once it has been suspended, so that the annulment procedure will lose its object. The successful party can obtain compensation for procedural charges up to €2,800, depending on the value of the contract.

Before the Council of State, a summary procedure will take between three and nine weeks, and an annulment procedure between 18 and 36 months. Before the civil courts, the duration of procedures is less easy to predict.

Claim for damages

Belgian legislation does not require that a decision is set aside by the competent legal body before damages can be claimed. Thus, the fact that no suspension or annulment request has been filed does not prevent the judge from awarding damages.

Damages can be claimed before the civil courts. This should be done within a time limit of five years from the unlawful decision.

To obtain damages, the harmed party has to prove that, if there had been no illegality, he or she would at least have had a realistic chance of obtaining the contract.

Damages can be claimed to compensate for all (tendering) costs that have been made and for the expected economic profit lost. The claimant has the burden of proof. However, judges often estimate the damages *ex aequo et bono* at 10 per cent of the amount of the tender. Sometimes a judicial investigation is ordered to determine the amount of the damages.

In the case of an adjudication, the Public Procurement Act stipulates that the bidder with the lowest regular tender is to be allowed compensation of 10 per cent of the amount of the tender.

As from 1 July 2014, the Council of State will also be competent to give 'just compensation' instead of the damages to be claimed before the civil courts. This compensation should be claimed within a time limit of 60 days from the annulment decision.

Procedure to obtain the ineffectiveness of the contract and alternative penalties

If the contracting authority has awarded a contract without the obligatory prior publication of the contract notice in the Official Journal, or if it has not respected the

16 If the competent judge is a civil judge, the standstill period is limited to proceedings in the first instance.

obligatory standstill period, an unsuccessful bidder may start proceedings before a civil judge to obtain the ineffectiveness of the contract.

This judge may stipulate the retroactive cancellation of all contractual obligations or limit the scope of the cancellation to those obligations that still have to be performed.

In accordance with Directive 2007/66/EC, the judge may also decide to reject the request if he or she decides, after having examined all relevant aspects, that overriding reasons relating to a general interest require that the effects of the contract be maintained. In the latter case, the judge is to impose other penalties. In accordance with the Directive, these alternative penalties may consist of the imposition of fines on the contracting entity, or the shortening of the duration of the contract. The fine is limited to 15 per cent of the contract value (without VAT).

ii Grounds for challenge

Challenges may be brought on the following legal grounds:

a the Public Procurement Act, the Defence Procurement Act and their implementing decrees;
b the European Procurement Directives;
c the principles of the TFEU (principles of transparency, non-discrimination, equal treatment, free competition and proportionality);
d the principles of general Belgian constitutional and administrative law; and
e the tender documents.

Companies in all sectors of the economy have become increasingly aware of the public procurement rules and the opportunities of legal proceedings. The number of cases brought before both the Council of State and the civil courts has increased dramatically over the past 10 to 15 years. Currently, the Council of State has to decide every month on some 20 summary cases, of which less than one-third is successful.

Although, statistically, the majority of the challenges related to the suspension and annulment of decisions in matters of public procurement is rejected, and although it is generally accepted that tendering authorities have broad discretionary power, courts in general do not hesitate to ensure an effective implementation of the law.

X OUTLOOK

The European Parliament recently signalled a new era of public procurement, and three New Directives[17] were published on 28 March 2014.

Along with other Member States, Belgium shall be obliged to adjust its regulation. Reference is made, for instance, to a new provision under which Member States must ensure that supply contracts may be modified without a new procurement procedure, as long as the value of the modification is below (*inter alia*) 10 per cent of the initial

17 The New Concession Contracts Directive, the New Public Sector Directive and the New Utilities Directives.

contract value. In its present form, Article 37 of Royal Decree of 14 January 2013, which foresees a 15 per cent limit, does not meet this requirement.

Furthermore, action will need to be taken regarding the New Directive on Concessions. The rules could be implemented in the existing Act of 15 July 2013 and its decrees, but also in a new legal framework that concerns itself specifically with concessions. The elections on 25 May 2014 could make it quite difficult to meet the deadlines.