

CARINA RISVIG HANSEN

**Contracts not covered  
or not fully covered**  
by the  
Public Sector Directive

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# Foreword

When I was about to choose my first elective course at the beginning of my Masters of Law, my stepdad advised me to choose public procurement law. He is a construction engineer and argued that knowledge of public procurement law was particularly important in this field and that a lawyer would therefore always be needed. I am sure he had hoped that I would have chosen to take a more practical approach to the field of law, and had not expected that I would find public procurement law interesting in such a way that I would write a PhD Thesis about it! The latter, – more theoretical point of view – often tends to provide more questions than actual answers. Yet, I owe him for opening my eyes to this interesting and challenging area of law and for the many discussions we have had, and I promise I will also try to provide answers to most of the questions asked.

This book is a slightly amended version of my PhD Thesis submitted in February 2012, at Copenhagen Business School. The Thesis was composed on a part time basis, while also being employed part time at the Danish Competition and Consumer Authority. It has been a challenge yet awarding experience trying to balance two (almost fulltime) jobs at the same time. I appreciate having had this opportunity to be involved in academia while keeping track on the more practical world. I owe my boss at the Competition and Consumer Authority, Pia Ziegler, for being very flexible and understanding, and for making sure there has always been interesting tasks I have had trouble saying no to.

I also want to thank my supervisors, Professor Steen Treumer and Professor Jens Fejø for their fruitful advices, interesting discussions and great support a long the way (and off-course for the various footnote corrections). I have always looked forward to our meetings and will greatly miss them in the future.

In the spring 2010 I was a visiting scholar at Nottingham University, and I want to thank the Public Procurement Research Group, especially Professor Sue Arrowsmith for having me there, and the many people I met there who made my stay both interesting, educational and entertaining.

## *Foreword*

In the spring 2011 I was a visiting scholar at Turin University, and for that I owe Professor Roberto Caranta a great thanks for letting me share his office, for introducing me to many people and for generally being so nice with me. I also want to thank him for acting as the opponent at my Pre-defence in November 2011, which gave me some constructive and valuable feedback.

Many people have read small or larger parts of the work along the way and I owe them all: my colleagues at the Danish Competition and Consumer Authority, Betina Tångberg Pedersen, Peter Moesgaard Kring, Mette Olling Vang, Jesper Halvorsen and Vibeke Ulf Dumrath, as well as my Colleagues at CBS, professor Christina Tvarnø and Mette Ohm Rørdam.

I also want to thank Grith Ølykke for reading a substantial part of the Thesis and for the great invaluable feedback, as well as Albert Sanchez Graells for his constructive comments to earlier drafts, and for the many interesting discussions we have had and for support along the way.

Finally, a great thanks to family and friends for being patient with me in a busy period and for making me believe there is a life after Thesis.

Copenhagen, May 2012.

Carina Risvig Hansen

Materials published after December 2011 have only to a limited extent been taken into account.

# Abbreviations

CMLR	Common Market Law Review
Commission	European Commission of the European Union
CPV	Common Procurement Vocabulary
Court of Justice	Court of Justice of the European Union
ECR	European Court Reports
ELR	European Law Review
EU	European Union
DG MARKET	Internal Market and Services Directorate General
GPA	Government Procurement Agreement
OJ	Official Journal of the European Union
PPLR	Public Procurement Law review
PPP	Public Private Partnership
SIGMA	Support of Improvement of Governance and Management.
SME	Small and Medium-sized Enterprise
TFEU	Treaty of the Functioning of the European Union
TEU	Treaty of the European Union
U	Ugeskrift for Retsvæsen (Danish legal Journal)

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