

**Request for a preliminary ruling from the Tribunale Amministrativo Regionale della Campania (Italy)
lodged on 22 January 2018 — Meca Srl v Comune di Napoli**

(Case C-41/18)

(2018/C 142/36)

Language of the case: Italian

Referring court

Tribunale Amministrativo Regionale della Campania

Parties to the main proceedings

Applicant: Meca Srl

Defendant: Comune di Napoli

Question referred

Do the Community principles of protection of legitimate expectations and of legal certainty, laid down in the Treaty on the Functioning of the European Union (TFEU), and the principles deriving therefrom, such as those of equal treatment, non-discrimination, proportionality and effectiveness, referred to in Directive 2014/24/EU, ⁽¹⁾ and the provisions of Article 57 (4)(c) and (g) of that Directive, preclude the application of national legislation, such as the Italian legislation founded on Article 80(5)(c) of Legislative Decree No 50/2016, according to which challenging before the courts significant deficiencies identified in the performance of a previous procurement procedure, which resulted in the early termination of a previous procurement contract, excludes any assessment by the procuring entity as to the reliability of the tenderer, until a final ruling has been issued in the civil proceedings, when the undertaking concerned has not demonstrated that it has adopted any 'self-cleaning' measures in order to remedy the breaches and avoid any repetition of them?

⁽¹⁾ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC Text with EEA relevance (OJ 2014 L 94, p. 65).

**Request for a preliminary ruling from the Tribunal Superior de Justicia de Galicia (Spain) lodged on
24 January 2018 — Cobra Servicios Auxiliares, S.A. v FOGASA, Jesús Valiño López and Incatema, S.**

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(Case C-44/18)

(2018/C 142/37)

Language of the case: Spanish

Referring court

Tribunal Superior de Justicia de Galicia

Parties to the main proceedings

Appellant: Cobra Servicios Auxiliares, S.A.

Respondents: FOGASA, Jesús Valiño López and Incatema, S.L.

Questions referred

- (1) Must Clause 4 of the framework agreement on fixed-term work contained in the Annex to Directive 1999/70 ⁽¹⁾ be interpreted as precluding national legislation which, in respect of the same set of facts (the termination of a contract for services (contrata) between the employer and a third-party undertaking at the latter's instigation), provides for a lower level of compensation for (i) termination of a fixed-term contract (contrato) for a specific task or service with a term of the same duration as that of the contract between the employer and the third-party undertaking than it does for (ii) termination of the permanent contracts of comparable workers under a collective redundancy that is justified on production-related grounds pertaining to the employer and arises from the termination of the contract between the employer and the third-party undertaking?