

Request for a preliminary ruling from the Raad van State van België (Belgium) lodged on 12 January 2015 — TNS Dimarso NV v Vlaams Gewest

(Case C-6/15)

(2015/C 118/20)

Language of the case: Dutch

Referring court

Raad van State van België

Parties to the main proceedings

Applicant: TNS Dimarso NV

Defendant: Vlaams Gewest

Questions referred

1. Must Article 53(2) of Directive 2004/18/EC ⁽¹⁾ of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts, both in isolation and in conjunction with the scope of the principles laid down by European law concerning equality and transparency in the field of public procurement, be interpreted as meaning that, if the contract is awarded to the tenderer who submits the most economically advantageous tender from the point of view of the contracting authority, the contracting authority is always required to establish in advance, and indicate in the contract notice or contract documents, the method of assessment or the weighting rules, irrespective of their scope, predictability or commonness, in the light of which the tenders will be assessed in accordance with the award criteria or subcriteria,
2. or, if no such general obligation exists, that there are circumstances, such as, inter alia, the scope, unpredictability or uncommonness of these weighting rules, in which this obligation does apply?

⁽¹⁾ OJ 2004 L 134, p. 114.

Request for a preliminary ruling from the Rechtbank van Koophandel te Gent (Belgium) lodged on 16 January 2015 — New Valmar BVBA v Global Pharmacies Partner Health srl

(Case C-15/15)

(2015/C 118/21)

Language of the case: Dutch

Referring court

Rechtbank van Koophandel te Gent

Parties to the main proceedings

Applicant: New Valmar BVBA

Defendant: Global Pharmacies Partner Health srl

Question referred

Must Article 45 TFEU be interpreted as precluding legislation of a federal unit of a Member State, such as, in the present case, the Flemish Community in the Federal State of Belgium, which requires every undertaking which has its place of establishment within the territory of that unit to draw up, pursuant to Article 52 of the Laws of 18 July 1966 on the use of languages in administrative matters (Belgisch Staatsblad of 2 August 1966) in conjunction with Article 10 of the Decree of the Flemish Community of 19 July 1973 (Belgisch Staatsblad of 6 September 1973), invoices which are of a cross-border character exclusively in the official language of that federal unit, on pain of nullity of those invoices, which nullity is to be determined by the courts of their own motion?