

IN-DEPTH

# Government Procurement

SWITZERLAND



LEXOLOGY

# Government Procurement

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In-Depth: Government Procurement (formerly The Government Procurement Review) provides an annual survey of the most consequential legal developments in government procurement worldwide, and their practical impact on contractors, suppliers and service providers. It offers insightful analysis of the key features of the procurement regime in each jurisdiction, including relevant authorities, bidding procedures and eligibility, award criteria and mechanisms to challenge awards, among other things.

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# Switzerland

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## Introduction

Public procurement in Switzerland is regulated by international treaties, and federal, cantonal and intercantonal law. The international treaties set out standard principles, constitute the basic legal framework of rights and obligations, and are binding on authorities. These include international framework agreements such as the Government Procurement Agreement of 15 April 1994 (GPA) (which was replaced in Switzerland by the revised World Trade Organization Agreement on Government Procurement (GPA 2012) on 1 January 2021), the Bilateral Agreement between the European Community and Switzerland on certain aspects of public procurement of 21 June 1999 (EU–CH AAGP) and the convention establishing the European Free Trade Association of 4 January 1960 as amended (the EFTA Agreement). As Switzerland is not a Member State of the European Union, EU law on public procurement is not applicable.

At state level, public procurement is governed by federal law. The principal legislative acts regulating federal public procurement in Switzerland are the Federal Act on Public Procurement of 21 June 2019 (PPA), the corresponding Federal Ordinance on Public Procurement of 12 February 2020 (PPO) and the Ordinance on the Organisation of Public Procurement of the Federal Administration of 24 October 2012. The PPA sets out general procurement principles and also contains more detailed provisions. The PPO contains specific provisions for the implementation of the PPA.

Every canton in Switzerland has its own procurement regulation governing cantonal administration procurement. The main legislative act for regional and local authority procurements is the revised Intercantonal Agreement on Public Procurement of 15 November 2019 (IAPP 2019), which harmonises the legal framework within the cantons and the cantonal public procurement regulations of each canton.

The purpose of the PPA is to make efficient use of public funds by enabling competition between tenderers. The PPA provides that the contract must be awarded to the most advantageous tender. Furthermore, transparency as an important tool to facilitate competition is a fundamental principle of the procurement procedure and stated as a purpose of the PPA. The principles of equal treatment and non-discrimination are also key to the PPA. Additionally, the PPA states that tenderers must guarantee compliance with health and safety regulations, employment regulations – including equal treatment of men and women – and environmental regulations.

In principle, exemptions from the general regime of applicable procurement laws derive directly from the relevant procurement acts. The PPA, for example, contains a list of procurements to which the PPA does not apply. For instance, if a procurement is deemed necessary for the protection and maintenance of external or internal security or public order, the PPA itself provides for the non-applicability of the PPA.

This chapter focuses primarily on federal law, as the considerable number of different cantonal, and even municipal, regulations in Switzerland still in force at this point in time are beyond the scope of this chapter.

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## Year in review

During the past few years, the entire legislative framework has undergone revision to implement the GPA 2012. In addition to the implementation of the GPA 2012 in the PPA, one of the main objectives of the revision was to harmonise the federal and cantonal procurement regulations. At federal level, the revised PPA and PPO entered into force on 1 January 2021. At an extraordinary plenary meeting on 15 November 2019, the cantons also unanimously adopted the IAPP 2019, which largely contains the same rules as the

revised PPA and leaves the cantons little room for their own regulations. The IAPP 2019 entered into force on 1 July 2021 after being ratified by two cantons (Appenzell Innerrhoden and Argovia). Furthermore, the IAPP 2019 must be enacted into cantonal law by cantonal governments, which is still in progress in less than half the cantons.

Of note, the Federal Supreme Court (FSC) issued at the end of 2023 a landmark judgment regarding the right of appeal of competitors in direct award procedures. In a partial reversal of the previous *Microsoft* judgment, the FSC ruled that, in cases where the awarding authority directly awarded a contract based on alleged absence of alternative solutions, the burden of proof regarding the absence of an alternative solution lies on the awarding authority if the procedure is challenged. Hence, the appealing third party does not have to provide this proof itself; it simply has to make a credible and plausible claim that it is a potential supplier of the goods, work or services in question. This judgment has brought upon an important clarification regarding the rights of appeal of competitors in direct award cases.

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## Scope of procurement regulation

### i Regulated authorities

The PPA provides a list of the public authorities that are subject to the law. The list contains entities both with and without legal personality as well as entities such as federal judicial authorities, the Office of the Attorney General of Switzerland and parliamentary services. Appendix 1, Annex 1 of the GPA 2012 contains a list of contracting authorities; however, this list is not exhaustive and entities founded after the contract signing may also be subject to public procurement law. Contracting authorities in the water, energy, transport

and telecommunications sectors are explicitly regulated. However, entities active in these sectors may be granted individual exemptions by the Federal Council under the PPA.

Private entities are – under specific circumstances and for certain actions, especially when providing public services in the area of production, transport or distribution of electrical power – subject to public procurement law. They must meet the same legal requirements, in particular if they act in place of contracting authorities for procurements.

## ii Regulated contracts

The PPA provides an explicit definition of 'public contracts' as transactions by which a contracting authority is subject to the law procures against payment goods, work or services for the performance of its (public) tasks. Accordingly, the public contract is characterised by its remuneration and the exchange of goods, work or services in return. It is not necessary for the consideration to consist of money; monetary benefits that are only indirectly exchanged are also covered.

Under Swiss law, the following contracts are generally subject to public procurement rules:

1. supply of goods (i.e., contracts for the supply of movable goods, in particular by purchase, lease, rent or hire);
2. services (i.e., contracts for the provision of services); and
3. construction work (i.e., contracts for building and civil engineering work).

In addition, the PPA provides for a list of contracts that are not covered by the law. For example, if a contracting authority acquires, rents or leases real estate, or enters into contracts regarding financial services, the PPA does not apply. In addition, contracts to be concluded in certain sectors are excluded from the PPA. Furthermore, the PPA lays down thresholds (without value added tax) for contracts that can be awarded directly and without invitation to tender, which are as follows:

1. 150,000 Swiss francs for supply of goods and service contracts; and
2. 300,000 Swiss francs for construction work contracts.

Pursuant to the PPA, the Federal Council will periodically adjust these thresholds in accordance with international obligations.

Regarding the award of concessions, the PPA provides that these are subject to procurement law if the tenderer thereby acquires exclusive or special rights that it exercises in the public interest and for which it receives remuneration or compensation directly or indirectly. However, specific legal provisions (e.g., under the Waters Rights Act, the Electricity Supply Act or in telecommunications and broadcasting legislation) take precedence over this regulation.

If the contracting authorities wish to vary a contract, in general, Swiss public procurement law assumes that the project described in the invitation to tender materially remains the same during the entire procurement process. No new procurement procedure is therefore necessary unless the amendment materially changes the scope of the contract

or the amendments exceed the applicable threshold values. However, if the contracting authorities wish to transfer the contract to a different supplier, a new procurement procedure is required (i.e., the contract cannot be transferred to a different entity without conducting a new procurement procedure).

Follow-on procurements (i.e., procurements to replace, complement or expand already provided services) can be awarded directly and without invitation to tender under certain conditions; for example, in cases where a change of the supplier would result in substantial additional costs.

## Special contractual forms

### i Framework agreements and central purchasing

Framework agreements that do not aim at conclusively determining a certain volume of services to be put out to public procurement, but rather at determining the terms for the goods, work and services to be procured over a given period, are explicitly regulated by the PPA.

In general, framework agreements are permissible provided that they are not used with the intention or effect of impeding or eliminating competition. However, the PPA provides that, apart from exceptional circumstances, framework agreements may be contracted for a maximum duration of five years and may not be automatically renewed.

### ii Joint ventures

Swiss public procurement legislation does not contain a clear definition of public–public joint ventures. The PPA provides, however, for specific rules in situations where a service is to be procured from an entity that is part of the procuring authority or controlled by the procuring authority, or that is itself subject to public procurement law.

If the contracting authority and the supplier belong to the same legal entity (i.e., if the service is procured from a dependent organisational unit of the contracting authority and is thus procured in-house), the PPA does not apply. In addition, the PPA is not applicable if the contracting authority procures a service from an entity over which it exercises control. However, this exemption only applies if the controlled entity essentially provides its services for the contracting authority, which can be assumed if the entity provides at least 80 per cent of the services in a given market for the procuring authority. Finally, the PPA does not apply to contracts where the contracting authority intends to procure a service from a legally independent entity that is also subject to procurement law and does not provide its services in competition with private third parties. This exception also requires that no private third party holds shares in the entity.

Swiss public procurement legislation does not provide special rules for public–private partnerships (PPPs). There is no clear definition of a PPP in Swiss procurement legislation. Generally, procurement procedures apply, as PPPs are viewed as ordinary procurements of goods, services or work. However, the applicability of procurement laws to PPP projects must be examined case by case, depending on the specific characteristics of the procured



goods, services or work. According to case law, once a PPP partner has been selected by the contracting authority in accordance with the PPA, it is no longer subject to procurement laws when subcontracting. Despite the recognition of this one-time procurement principle, the contracting authority must ensure that the selected partner obliges its subcontractors to comply with the compulsory regulations.

## The bidding process

### i Notice

As far as regulated procurement contracts at the federal level are concerned, all calls for tender, as well as the awards of the contract, are published on Simap,<sup>[2]</sup> the government's public procurement information system platform.

### ii Procedures

Swiss public procurement law provides four main methods of procurement. The contracting authority may award a regulated contract by means of an open procedure, a selective procedure, an invitation procedure or a direct award procedure. The applicability of these procedures depends on the contracting authority, the type of contract and the threshold values set out in the PPA.

Under the open procedure, all interested tenderers may submit a tender. In the selective procedure, all interested tenderers may submit a request to participate, and the contracting authority selects the tenderers who may submit a tender based on their eligibility. In the invitation procedure, the contracting authority determines at least three suppliers, if possible, who will be invited to submit a tender. As far as the procurement of weapons, ammunition or military materiel is concerned, the invitation procedure may always be used. Under the direct award procedure, the contracting authority awards a public contract directly with a supplier of its choice without issuing any invitation to submit a tender. In general, the applicability of the direct award procedure depends on the thresholds set out in Section III.ii. However, under certain conditions specified in the PPA, the contracting authority may apply the direct award procedure even though the procurement exceeds the corresponding threshold value (e.g., if only one tenderer is eligible and there is no appropriate alternative because of the technical or artistic features of the contract or for reasons of intellectual property protection).

As far as electronic procurements are concerned, regulated procurement contracts at the federal level are advertised on the Simap electronic platform. Electronic submissions are standard practice within federal administration.

The PPA also provides for electronic auctions and the electronic processing of award procedures. Flexible procurement instruments such as the dialogue (competitive dialogue) are likely to be increasingly important in the future, especially in the awarding of intellectual services. Practical experience will show the extent to which these new instruments will be used and whether further need for modification of the provisions will result.

### iii Amending bids

Modification to tender documents is limited and amendments are possible in the event that formal negotiations take place. However, tenderers may submit alternative tenders in addition to their main offer, provided that such alternatives have not been excluded in the tender documents.

See also Section III.ii regarding options for the contracting parties to vary a contract or transfer the contract to a different supplier.

## Eligibility

### i Qualification to bid

The PPA contains an exhaustive list of situations in which a tenderer might be excluded from a specific tender. Reasons for exclusion include the failure of the tenderer to fulfil the conditions for participation in the procedure, substantial formal errors in the tenders, competition law violations and bankruptcy. In serious cases, the tenderer might even be sanctioned and excluded from future public contracts for a period of up to five years; this is the case, for instance, if the tenderer has violated anti-corruption provisions or has been found guilty of a felony in a legally enforceable judgment. Details of excluded tenderers, as well as the reasons for and the length of their exclusions, are kept on non-public lists.

As mentioned in Section V.ii, the qualification to bid may also depend on the procurement procedure applicable to the tender. Only the selective procedure provides for a selection of the tenderers that fulfil the qualification criteria established by the contracting authority to submit a tender based on their eligibility. These criteria may concern the tenderers' professional, financial, economic, technical or organisational capacity. To meet the principle of transparency, the criteria are published in the invitation to tender or tender documents. The contracting authority may limit the number of tenderers permitted to tender if the tender could not otherwise be processed in an efficient way. However, even when limiting the number of participants, the contracting authority must guarantee that an effective competition between the tenderers is maintained.

Generally, tenderers are short-listed and evaluated via the eligibility criteria determined by the contracting authority. Tenders that do not meet these criteria and technical specifications are excluded. If the evaluation requires considerable time and effort and the contracting authority announced this in the invitation to tender, it may initially rank them based on the documents submitted by selecting the three best-ranked tenders for the comprehensive evaluation thereafter. In addition, in certain cases, the contracting authority may restrict or exclude the option for bidding consortia to participate in the invitation to tender or in the tender documentation.

### ii Conflicts of interest

The PPA provides that the contracting authority must take measures to prevent conflicts of interest. It further provides a list of situations in which an individual acting on the contracting authority's behalf or in a panel of experts must recuse himself or herself, such as if they have a personal interest in a contract or are connected or related to a tenderer. A recusal

request must be submitted immediately after the reason for recusal becomes known. Recusal decisions are made by the contracting authority or panel of experts excluding the persons concerned and can be appealed.

The PPO stipulates that the employees of a contracting authority (as well as third parties commissioned by the contracting authority who are involved in an award procedure) are obliged to disclose any secondary employment, contractual relationships and vested interests that could lead to a conflict of interest in the award procedure, and to sign a declaration of impartiality. Moreover, the contracting authority must regularly instruct its employees who participate in award procedures on how to effectively prevent conflicts of interest and corruption. General principles of constitutional and administrative law, according to which members of the administration must recuse themselves if they have a personal interest or could be regarded as lacking impartiality, also apply to public procurements. The IAPP 2019, which entered into force on 1 July 2021, contains dispositions almost identical to those in the PPA, and thus it also provides for persons concerned to recuse themselves if certain conditions are met.

### **iii Foreign tenderers**

Foreign tenderers from countries with which Switzerland has undertaken to grant market access on a contractual basis can participate in Swiss public procurement, provided that the countries concerned have given the same commitment to Switzerland. Even in the case of public contracts outside the scope of international treaties (listed in an annex to the PPA), pursuant to the PPA, foreign tenderers are permitted to participate in Swiss public procurement procedures if their countries of origin grant reciprocal rights or if the contracting authority allows it. The Federal Council must update its list of countries that have undertaken to grant market access to Switzerland.

Although Switzerland is not an EU Member State, it has concluded a set of bilateral agreements with the European Union (and the European Free Trade Association (EFTA)), notably the EU–CH AAGP as well as the EFTA Agreement. EU or EFTA companies have the right to participate in tenders in Switzerland and to second the necessary personnel to Switzerland.

Foreign companies must, however, apply for work permits for their seconded personnel in accordance with the applicable Swiss legislation. They must therefore comply with the requirements on social and working conditions applicable to the location of the awarded contract.

## **Award**

### **i Evaluating tenders**

The PPA provides that the contract must be awarded to the most advantageous tender. Tenders must therefore be evaluated by the contracting authority using performance-related award criteria, such as the price and quality, appropriateness, time frames, technical value, economic efficiency, life cycle costs, aesthetics, sustainable development, plausibility of the tender, the different price levels in the countries where the

supply is provided, reliability of the price, creativity, customer service, delivery conditions, infrastructure, innovation content, functionality, service readiness, and the expertise or efficiency of the methodology. The extent to which the tenderer provides apprenticeship places, jobs for older employees or jobs to reintegrate long-term unemployed people may additionally be taken into account outside the scope of international agreements.

The contracting authority must indicate the award criteria and their weighting in the invitation to tender or in the tender documentation. The weighting may be omitted if the procurement concerns solutions, possible solutions or procedures. Contracts for standard services may be awarded solely based on the lowest price, provided that the technical specifications for the goods, work or services guarantee high sustainability standards in social, environmental and economic terms.

The PPA enables the contracting authority to request further information from tenderers that file an abnormally low tender and to exclude these tenderers from the procedure, delete it from a list or revoke a contract that they have already been awarded if they cannot prove compliance with the participation conditions and offer no guarantee that the goods, work or services put out to tender will be provided in accordance with the contract.

## **ii National interest and public policy considerations**

The GPA 2012 lays down the principle that authorities are required to act in a non-discriminatory manner. National legislation shall not limit the market (i.e., encourage national or local companies, or discriminate against foreign tenderers).

The procurement may take into account social or environmental criteria, but these must have a relevance to the market in which the contract is awarded. Thus, to avoid discriminating against foreign companies, one must always ensure that such criteria are objectively necessary for the underlying market. Generally, the contracting authority must only award a public contract to tenderers that comply with workplace health and safety regulations, terms and conditions of employment, equal pay for men and women and environmental law.

The PPA contains an exhaustive list of exceptions to the application of the PPA with regard to specific sectors or areas such as procurements for the protection and maintenance of external or internal security or public order. Furthermore, there are sectoral markets that may be granted individual exemptions from tender procedures and thus are exempt from the PPA (e.g., telecommunications); these types of exemptions are exhaustively listed in the Annex of the PPO.

## **Information flow**

In the open and the selective procedure, the prior notice, invitations to tender, the award and the abandonment of the procedure must be published by the contracting authority on the internet platform Simap, operated jointly by the Confederation and the cantons. Tender documents containing all information relevant for a company to decide whether to participate in the tender procedure and to prepare its bid must also be available.

The contracting authority may set a deadline in the tender documents after which no questions may be submitted. Furthermore, the contracting authority must communicate its award decision to the tenderers by publication or individual notification, whereby appealable decisions must be summarily substantiated and include instructions on rights of appeal.

The summary substantiation for an award includes:

1. the type of tendering procedure used;
2. the name of the successful tenderer;
3. the total price of the successful tender or exceptionally the lowest and highest total prices of the tenders submitted in the award procedure;
4. the decisive features and advantages of the successful tender; and
5. where applicable, the rationale for using the direct award procedure.

However, the awarding authority may not disclose this information if disclosing such information would result in a violation of the applicable law, harm public interest, prejudice the legitimate economic interests of the tenderers or interfere with fair competition among tenderers.

The contracting authority may conduct a further debriefing with an unsuccessful tenderer upon request. The contracting authority may provide this information in a written statement or invite the unsuccessful tenderers for an oral debriefing, which is often the case in practice. During an appeal procedure, the complainant may, on request, consult the documents relating to the evaluation of the complainant's offer and the other documents of the procedure that are relevant to the decision, unless there is an overriding public or private interest that precludes this.

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## Challenging awards

### i Procedures

Under the PPA, an appeal against a decision of the contracting authority to the Federal Administrative Court is possible if the following conditions are particularly met:

1. in the case of supplies of goods or services, when the contract value exceeds the applicable threshold for the invitation procedure;
2. in the case of construction work, when the contract value exceeds the applicable threshold for the open or selective procedure; and
3. when the decision relates to bids that are not covered by international treaties on public procurement and violate federal law.

Furthermore, the PPA defines several (final and interim) decisions that can be independently contested by way of appeal. This non-exhaustive list includes:

1. the award of contract or the abandonment of the award procedure;
2. the invitation to tender for the contract;
3. the decision on the selection of tenderers in the selective procedure;
4. the decision to include a tenderer on a list or to remove a tenderer from a list;
5. the decision on recusal requests;
6. the revocation of the award;
7. the imposition of a sanction and
8. exclusions from the procedure.

Appeals against these decisions must be brought forward immediately. Their unlawfulness cannot be pleaded at a later point in the procedure. It is, for instance, generally not possible to appeal against the invitation to tender in the event of an unsuccessful award.

Appeals against decisions issued by a contracting authority subject to the PPA may be submitted to the Federal Administrative Court if filed within 20 days of the notification of the decision.

At cantonal or local level, the respective appellate body is determined by the applicable cantonal legislation.

Under the revised laws (the IAPP 2019), appeals against decisions of cantonal or local procurement authorities may generally be submitted to the cantonal public law court also within 20 days of the decision being notified. However, some cantons have not yet implemented the revised law, which is why different rules may still apply in certain cantons or municipalities.

If the decision is published on the Simap platform before the tenderers are personally informed about the outcome of the procedure, the date of publication thereon will be relevant for the limitation period. Importantly, legal holidays do not apply.

In addition, suspensive effect must be requested by the complainant. The granting of the suspensive effect will generally be dealt with by the court before its decision on the merits. Suspensive effect is, for instance, not granted for reasons of overriding interests of the contracting entities or public (e.g., safety and economic) interests. If suspensive effect is not granted or not requested by the complainant, the contracting authority can conclude the contract with the successful tenderer. At cantonal level, the contract must not be concluded with the selected tenderer before expiry of the deadline for appealing against the award or if the competent cantonal appellate body has granted suspensive effect to such appeal (standstill obligation) – at federal level, such standstill obligation only exists for contracts within the scope of international treaties. If the contract is still entered into during the standstill period, the legal consequences are not completely clear: it is disputed whether the unlawfully agreed contract may be null and void or the court may order its termination.

Decisions of the Federal Administrative Court or the cantonal public court can in general be appealed to the Federal Supreme Court within 30 days of the notification of the judgment of the Federal Administrative Court or the cantonal public court, although the Federal Supreme Court's power to review a decision may be very restricted, depending on whether the thresholds are reached. Notably, for appeals to the Federal Supreme Court, the contract may be lawfully signed within the time limit for the appeal.

## **ii Grounds for challenge**

The complainant may plead any violation of substantive or procedural law, including excess or abuse of discretionary power. The appeal court will review the legality of contested decisions but not their appropriateness. The contracting authority has a great deal of discretion when making decisions and the judge may only review the contracting authority's evaluation of the tenderer's bid in light of the awarding criteria. The grounds may also relate to an incorrect factual situation. In practice, the judge's control in cases of this kind is limited to making a finding of arbitrariness.

An ordinary appeal to the Federal Supreme Court is limited to the ground of federal law violation and manifestly wrong factual assessment established in violation of the law. In the particular case of a subsidiary constitutional appeal, only those constitutional rights of which the unsuccessful tenderer is the holder may be invoked.



Furthermore, according to the Federal Act on Administrative Procedure of 20 December 1968, an appeal against other separately notified interim orders is permitted if they may cause a non-redressable prejudice or granting the appeal would immediately bring a final decision and would therefore obviate significant expenditure in time or money in prolonged evidentiary proceedings.

### iii Remedies

A distinction ought to be made between the situation in which the unsuccessful tenderer appeals after the award but before the contract is signed with the successful tenderer and the situation in which the unsuccessful tenderer appeals after the contract has been concluded.

In the first case, the possibility to request suspensive effect to prevent the conclusion of the contract remains and, if granted, the unlawful award can be annulled or reformed by the appeal court.

In the second case, the appeal court can only determine the extent to which the contested procurement is in breach of federal (or cantonal) law. Under the PPA, the appeal court may award damages, within the contested procurement procedure, in connection with expenses incurred by the tenderer in connection with preparing and submitting its tender.

Regarding remedies outside the legislation, the doctrine is divided on whether the remedies provided by the PPA are conclusive or whether civil claims based on *culpa in contrahendo* are possible. As an informal remedy, a complaint to the supervisory authority of the contracting authority can be made.

## Outlook and conclusions

Following the revision of the GPA, the GPA 2012 improved transparency and market access, and was ratified by the Federal Assembly on 21 June 2019.

While at the federal level, the revised PPA and PPO entered into force on 1 January 2021, the situation for the cantons remains inconsistent, as so far not all cantons have ratified the IAPP 2019. At an extraordinary plenary meeting on 15 November 2019, the cantons unanimously adopted the IAPP 2019, which largely contains the same rules as the revised PPA and leaves the cantons little room for their own regulations. The IAPP 2019 was first ratified by two cantons, Appenzell Innerrhoden and Argovia, and came into force on 1 July 2021. As of 13 February 2024, the IAPP 2019 has been enacted into cantonal law in 18 cantons (Appenzell Innerrhoden, Argovia, Basel-Landschaft, Basel-Stadt, Bern, Fribourg, Graubünden, Lucerne, Neuchâtel, Schaffhausen, Schwyz, Solothurn, St. Gallen, Thurgau, Uri, Valais, Vaud and Zurich). Six other cantons are currently in the process of ratifying the IAPP 2019 (Appenzell Ausserrhoden, Glarus, Jura, Nidwalden, Obwalden and Zug). For the eight cantons in which the IAPP 2019 has not (yet) come into force (including Geneva and Ticino), the old IAPP 1994/2001 still applies. Notably, the Canton of Berne has implemented the new rules through cantonal law but without acceding to the IAPP 2019, as it has retained the dual intercantonal complaints system.



Following the latest revisions, the Swiss procurement legislation has undergone important changes, and therefore further changes to the public procurement laws are not to be expected in the near future. However, the contracting parties and the respective courts are continuously developing new practice strategies when applying the revised laws.

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## Endnotes

- 1 Astrid Waser and Benoît Merkt are partners at Lenz & Staehelin. [^ Back to section](#)
- 2 Available at [www.simap.ch](http://www.simap.ch). [^ Back to section](#)



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