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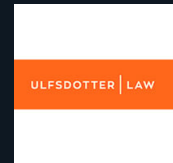
Country Comparative Guides 2026

Sweden

Public Procurement

Contributor

Advokatfirman
Ulfsdotter



Anna Ulfsdotter

Lawyer and founder | anna.ulfsdotter@ulfsdotterlaw.com

Elin Nilsson

Lawyer | elin.nilsson@ulfsdotterlaw.com

Anna Westberg

Associate | anna.westberg@ulfsdotterlaw.com

This country-specific Q&A provides an overview of public procurement laws and regulations applicable in Sweden.

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Sweden: Public Procurement

1. Please summarise briefly any relationship between the public procurement / government contracting laws in your jurisdiction and those of any supra-national body (such as WTO GPA, EU, UNCITRAL).

Swedish legislation on public procurement implements EU directives as Sweden, as a member state, is obliged to comply with EU rules on public procurement. In addition, there are entirely national regulations governing procurement. Sweden is also a member of the WTO and complies with rules set out in the GPA.

2. What types of public procurement / government contracts are regulated in your jurisdiction and what procurement regimes apply to these types of procurements? In addition to any central government procurement regime please address the following: regulated utilities procurement regime (e.g. water, gas, electricity, coal, oil, postal services, telecoms, ports, airports), military procurements, non-central government (local, state or prefectures) and any other relevant regime. Please provide the titles of the statutes/regulations that regulate such procurements.

All contracts, including framework agreements, concluded between a contracting authority or entity with one or several suppliers are, unless expressly excluded, covered by the Swedish legislation on public procurement. The rules governing public procurement in Sweden consist mainly of four laws.

- The Public Procurement Act (2016:1145): The Public Procurement Act is the general framework for public procurement in Sweden. The Act applies to contracting authorities if the purchase is not covered by any of the other procurement laws or is expressly excluded. Contracting authorities include, for example, government agencies, municipalities, and regions.
- The Utilities Procurement Act (2016:1146): The law applies if the operations for which the procurement is intended fall within the

definition of the utilities sectors, i.e., water, energy, transport, and postal services.

- The Act on Procurement of Concessions (2016:1147): The Act applies when the contracting authority or entity intends to enter a contract for the provision of services or construction work and the payment includes the right to use the result. It must also involve a certain operational risk for the concessionaire (the supplier). This means that the concessionaire may be granted the right to operate a business and charge those who use the service.
- The Defence and Security Procurement Act (2011:1029): The Act applies in cases where contracting organizations intend to purchase military equipment or equipment of a sensitive nature, as well as construction contracts, goods, and services directly related to such equipment. Construction contracts and services intended for military purposes or of a sensitive nature are also covered by this law. Equipment, construction contracts, and services of a sensitive nature refer to equipment, construction contracts, and services that have a security purpose and that involve, require, or contain security-classified information.

All of the above-mentioned laws contain chapters with separate entirely national rules for procurement below the EU threshold values.

3. Are there specified financial thresholds at which public procurement regulation applies in your jurisdiction? Does the financial threshold differ depending on the nature of procurement (i.e. for goods, works or services) and/or the sector (public, utilities, military)? Please provide all relevant current thresholds in your jurisdiction. Please also explain briefly any rules on the valuation of a contract opportunity.

Financial thresholds under Swedish law correspond with the threshold values set by the EU in euros and are converted into SEK. Applicable financial thresholds change every two years. The main threshold values as of

January 2026 are as follows:

General public procurement	Procurement in the utilities sector	Procurement of Concessions	Defence and security procurement
Central government contracts: €140,000 (1 589 140 SEK)	Supply and service contracts: €432,000 (4 903 632 SEK)	Concessions: €5,404,000 (61 340 804 SEK)	Supply and service contracts: €443,000 (4 789 982 SEK)
Local and regional government contracts: €216,000 (2 451 816 SEK)	Construction and public works contracts: €5,404,000 (61 340 804 SEK)		Construction and public works contracts: €5,538,000 (59 880 179 SEK)
Construction and public works contracts: €5,404,000 (61 340 804 SEK)	Social and other specific services: €1,000,000 (11 351 000 SEK)		Social and other specific services: €443,000 (4 789 982 SEK)
Social and other specific services: €750,000 (8 513 250 SEK)			

Direct awards are possible up to 700 000 SEK for goods, services and construction and public works contracts and up to 8 513 250 SEK for social, health and similar services according to the Public Procurement Act. When it comes to procurement in the utilities sector direct awards are possible up to 1 200 000 SEK for goods, services and construction and public works contracts and up to 11 351 000 SEK for social and specific services. Direct awards are also possible up to certain values according to the Act on Procurement of Concessions and the Defence and Security Procurement Act.

4. Are procurement procedures below the value of the financial thresholds specified above subject to any regulation in your jurisdiction? If so, please summarise the position.

All procurement laws in Sweden contain rules for procurement below the EU threshold values. These rules are less detailed and offer contracting authorities and entities greater freedom and flexibility when conducting the procurement. When the procurement falls below the threshold value and the national procurement rules apply, the basic principles of public procurement under EU law must still be applied.

5. For the procurement of complex contracts*, how are contracts publicised? What publication, journal or other method of publicity is used for these purposes?

For procurements above the threshold values, this including procurements of complex contracts, the contracting authority or entity must publish a notice in Tenders Electronic Daily (TED), which is EU's central database (<https://ted.europa.eu/en/>). Sweden does not have a national database for publishing notices. Instead, private operators can become registered databases after approval by the Swedish Competition Authority. In order to obtain a comprehensive overview of all procurements published in Sweden suppliers therefore need to monitor several databases.

6. For the procurement of complex contracts, where there is an initial selection stage before invitation to tender documents are issued, what are typical grounds for the selection of bidders? If there are differences in methodology between different regulated sectors (for example between how a utility might undertake a regulated procurement procedure and how a government department might do so), please summarise those differences.

Qualification criteria may include requirements relating to economic and financial standing, as well as technical and professional capacity, such as previous assignments and references. Examples of qualification criteria may include a certain annual turnover or a certain credit rating.

It is also possible for a supplier to qualify for procurement under a prequalification system. For example, Achilles Utilities Nordics & Central Europe (Achilles UNCE) under Article 77 of Directive 2014/25/EU.

In the utilities sector a negotiated procedure with prior publication may always be used and the contracting entity also has a greater freedom to limit the number of tenderers who may submit tenders. In a restricted procedure, a negotiated procedure with prior publication, a competitive dialogue and a procedure for establishing an innovation partnership, the contracting entity may limit the number of tenderers based on the need to reduce the number to a level that can be considered reasonable in view of the specific circumstances of the procurement, and the resources required for its implementation. The number must however be sufficient to ensure effective competition. According to the Swedish preparatory

works, this means that the number should not be reduced to fewer than three.

7. Does your jurisdiction mandate that certain bidders are excluded from tendering procedures (e.g. those with convictions for bribery)? If so, what are those grounds of mandatory exclusion? Are there any notable features of how this operates in your jurisdiction e.g. central registers of excluded suppliers? Does your jurisdiction specify discretionary grounds of exclusion? If so, what are those grounds of discretionary exclusion?

Rules for the exclusion of tenderers vary depending on whether the procurement exceeds the applicable financial thresholds. For procurements with a value exceeding the threshold values, there are mandatory and voluntary grounds for exclusion of tenders. The mandatory grounds for exclusion refer to, for example, criminal offences and unpaid taxes. Voluntary grounds for exclusion refer to other misconducts, which may for example be linked to serious professional misconduct or previous breaches of contract.

For procurements below the threshold values all grounds for exclusion are voluntary. In these procurements, the contracting authority may, in addition to the grounds for exclusion that apply to procurements above the thresholds, also specify other grounds for exclusion. If other grounds for exclusion are to apply, they must follow the basic principles and the contracting authority must explicitly state these grounds in the procurement documents.

Sweden does not have a central register of excluded suppliers.

8. Please describe a typical procurement procedure for a complex contract. Please summarise the rules that are applicable in such procedures. Please include a timeline that includes the key stages of the process, including an estimation for the total length of the procedure.

For a complex contract, as per the definition of complex contracts, the procurement procedures restricted procedure, negotiated procedure with prior publication of a call for competition and competitive dialogue, are examples of relevant procurement procedures.

When procuring complex contracts, it is common for the contracting authority or entity to conduct a preliminary study, market dialogue or request for information before the procurement is published. This is an important opportunity for suppliers on the market to express their views and often contributes positively to the procurement process. This phase can take approximately 1-3 months.

As a main rule, when a restricted procedure, negotiated procedure with prior publication or competitive dialogue is being used the time limit for submitting requests to participate shall be at least 30 days from the date on which the notice was sent for publication. In restricted procedures and negotiated procedures with prior publication, the deadline for submitting tenderers shall be at least 30 days from the date on which the invitation to tender was sent to selected tenderers. Under certain circumstances, it is possible to shorten the deadlines. For example, if, due to time constraints, it is not possible to apply the standard deadlines, the deadline for applying may be shortened to at least 15 days and the deadline for submitting tenders may be shortened to at least 10 days.

The total length of the procedure may vary depending on several different factors, the length can be up to 2,5 years. A procurement procedure for a complex contract can take anywhere from a few months to up to a year. If the procurement is subject to an application for review, the procedure may be extended further.

9. If different from the approach for a complex contract, please describe how a relatively low value contract would be procured. (For these purposes, please assume the contract in question exceeds the relevant threshold for application of the procurement regime by less than 50%)

A low value contract may be procured using, for example, an open or restricted procedure. In an open procedure, all suppliers have the right to submit tenders.

If the value of the procurement is below the applicable threshold value, the Swedish national rules apply. According to the national rules, there are no predetermined procurement procedures. Instead, each contracting authority or entity designs its own procedure and describes it in the procurement documents. The contracting authority or entity can therefore choose to design a one-stage or two-stage procedure.

A direct award is also possible if the value of the contract is below the direct award threshold.

10. What is seen as current best practice in terms of the processes to be adopted over and above ensuring compliance with the relevant regime, taking into account the nature of the procurement concerned?

In addition to ensuring full compliance with Swedish procurement rules, contracting authorities and entities have several options for ensuring best practice to improve the quality of the procurement. For example:

Early market dialogues and needs analysis: Depending on the scope of the procurement it may be beneficial to involve the market at an early stage to understand technical possibilities, innovation levels and cost. This creates predictable requirements in the procurement process and better conditions for the contracting authority to procure what is requested and can also increase competition.

11. Please explain any rules which are specifically applicable to the evaluation of bids.

The contracting authority or entity must evaluate the tenders based on the principle of the most economically advantageous tender. Which tender is the most economically advantageous tender must be evaluated on the basis of one of three evaluation criteria: best price-quality ratio, cost or price.

When the basis for evaluating tenders is the best price-quality or cost ratio, the award criteria shall be weighted.

The award criteria shall further be related to what is to be procured, ensure effective competition and be in line with the basic principles. Award criteria shall be designed in such a way that it is possible for the contracting organisation to evaluate, based on the information provided by the supplier, how well the tenders meet them.

12. Does your jurisdiction have specific rules for the treatment of bids assessed to be "abnormally low" for the purposes of a particular procurement (i.e. a low priced bid, significantly lower than any other bid or a bid whose pricing raises questions of sustainability/viability over the contract term)? If so, is there a definition of what "abnormally low" means and please can you provide a short summary of the specific rules?

According to Swedish public procurement rules, a

contracting authority or entity is obliged to identify abnormally low tenders. If an abnormally low tender is identified, the authority must request the supplier to explain the low price. If no satisfactory explanation is provided, the authority is obliged to reject the tender. There is no specific numerical limit or percentage threshold for when a tender appears abnormally low under Swedish law.

The same rule applies in procurement below the threshold values, except that the authority is not obliged to reject the tender.

A review of the rules on abnormally low tenders is currently out for public consultation. There are proposals for several measures to expand the opportunities for contracting authorities and entities to identify and to exclude abnormally low tenders and thereby also combat fraudulent operators and suppliers in public procurement. The proposal includes a rule that bids that are more than 30 per cent lower than the average price should be reviewed. It is also proposed that contracting organisations should always be able to reject abnormally low tenders. This has not previously been mandatory. The proposals for legislative changes are expected to enter into force within the next one to two years.

13. Please describe any rights that unsuccessful bidders have that enable them to receive the reasons for their score and (where applicable in your jurisdiction) the reasons for the score of the winning bidder. Are regulated procuring bodies required to provide these reasons for their award decision before awarding the contract in question?

When a contracting authority or entity decides to award a contract, this must be communicated to the tenderers by a contract award notice. A contracting authority or entity shall, to the candidate or tenderer that so requests, provide information on the reasons that the supplier's application or tender has been rejected. A contracting authority shall also, at the request of a tenderer who has submitted an admissible tender, provide information on the form and relative advantages of the tender selected and the name of the tenderer to whom the contract has been awarded or the parties to the framework agreement, and where applicable, the course of the negotiations or dialogue with the tenderers.

According to Swedish rules, a contracting authority must notify tenderers in writing as soon as possible of any decision to award a contract or enter into a framework

agreement. The notification must state the reasons for the decision and the period during which no contract may be concluded, i.e. the standstill period. A written notification shall be sent to the tenderers and candidates as soon as possible, even when the authority decides to cancel a procurement after a call for tenders and when deciding to redo a procurement. The notification shall state the reasons for the decision.

During the procurement process, the contracting authority or entity is obliged to document their decisions in all stages of the procurement.

It is important to note that in Sweden, there is a principle of public access to information. One of the fundamental laws, the Freedom of the Press Act, contains provisions on the right to access official documents, which is a manifestation of the principle of public access to information. There are, however, provisions on secrecy that restrict the right to access official documents. These provisions are found in the Public Access to Information and Secrecy Act.

14. What remedies are available to unsuccessful bidders in your jurisdiction? In what circumstances (if any) might an awarded contract be terminated due to a court's determination that procurement irregularity has occurred?

Swedish legislation allows for several types of remedies to enable unsuccessful bidders to claim their rights. Remedies include applications for review of the procurement and the validity of the agreement. These may result in the procurement being corrected or redone, or in a contract being declared null and void. It is also possible for a supplier to file a claim for damages. A claim for damages may be filed based on the Swedish public procurement acts but can also be filed outside of the public procurement rules under general law. Applications for review are made in the administrative courts. Damages are sought in the general courts.

When an application for review is submitted to the administrative court, an extended standstill period of automatically comes into effect, meaning that the contracting authority or entity cannot enter into a contract before a judgment or decision has been issued. When a judgment is appealed, a specific decision is required to extend the standstill period and prevent a contract from being concluded.

An already concluded contract may be terminated if the

contracting authority or entity has made an unlawful amendment to the contract, i.e. an illegal direct award. Other cases of illegal direct awards leading to the contract being declared null and void are cases where the legal conditions for direct awards are not met. Illegal direct awards also include cases where no advertisement of the procurement has been made, or a contract has been concluded before the standstill period has expired.

According to EU law, an application for review is the primary legal remedy, while damages are the secondary one.

15. Are public procurement law challenges common in your jurisdiction? Is there a perception that bidders that make challenges against public bodies suffer reputational harm / harm to their prospects in future procurement competitions? If so, please provide brief comment. Assuming a full hearing is necessary (but there are no appeals), how much would a typical procurement claim cost: (i) for the defendant and (ii) for the claimant?

Challenges of procurements are relatively common in Sweden. About 3 500 applications for review were submitted last year. This corresponds to approximately 20 per cent of the advertised procurements that have been subject to an application for review. Contracting authorities and entities are therefore accustomed to procurements being subject to review and an application for review does not harm the supplier's prospects in future procurements.

There is no application fee for an application for review in the administrative courts. However, each party must bear its own legal costs for the review process. Depending on the complexity of the case, a review process can be costly for both the claimant and the defendant. As the claimant, i.e., the supplier, bears the burden of proof, the costs are usually higher for this party than for the defendant. If the claimant is successful in their claims, it is possible to subsequently sue for compensation for legal costs incurred during the review process.

16. Typically, assuming a dispute concerns a complex contract, how long would it take for a procurement dispute to be resolved in your jurisdiction (assuming neither party is willing to settle its case). Please summarise the key stages

and typical duration for each stage.

The timescale for an application for available remedies depends on the complexity of the case. In general, there is an urgency requirement for the administrative courts, which means that a case concerning an application for review must be handled promptly.

The general duration of proceedings in the administrative courts is approximately two to three months, but it should be noted that the processing times vary and that the courts handling of one case can take up to six to twelve months. If the judgment is appealed, the duration of proceedings will be extended with approximately four to six months depending on the case and its complexity.

Cases in the administrative courts are normally handled in writing, which means that they begin with an exchange of correspondence between the parties, after which the court considers the case and announces its judgment or decision. In the case of an application for review, a preclusion period of three weeks applies for the claimant supplier. In the administrative courts of appeal, a statute of limitation applies for both parties.

A damages case in the district court normally takes between one and two years. If an appeal is made the case may proceed another one to two years. The proceedings in all instances can take up to four years.

17. What rights/remedies are given to bidders that are based outside your jurisdiction? Are foreign bidders' rights/remedies the same as those afforded to bidders based within your jurisdiction? To what extent are those rights dependent on whether the host state of the bidder is a member of a particular international organisation (i.e. GPA or EU)?

Suppliers within the EU and who are part of the WTO or the GPA receive the same rights as Swedish suppliers. Contracting authorities and entities must therefore apply the same rules for these suppliers as for domestic suppliers.

However, it should be noted that according to case law, contracting authorities and entities have the right to exclude bidders owned by companies established in, for example, China. According to recent Swedish case law, a Swedish limited company with Chinese ownership could be barred from participating in a public procurement process due to set security-related requirements.

There is also an ongoing review of Swedish procurement legislation to allow for the exclusion of companies with links to and ownership by third countries and antagonistic states. This review is partly intended to ensure compliance with the latest case law of the Court of Justice of the European Union on this matter.

18. Where an overseas-based bidder has a subsidiary in your territory, what are the applicable rules which determine whether a bid from that bidder would be given guaranteed access to bid for the contract? Would such a subsidiary be afforded the same rights and remedies as a nationally owned company bidding in your jurisdiction?

A subsidiary that submits a tender and is owned by a foreign company is granted the same rights and remedies as nationally owned companies and subsidiaries. However, subsidiaries, both national and international, owned by companies in third countries such as China may be excluded from participating in a public procurement according to Swedish case law, and thus not enjoy the same rights as a Swedish subsidiary when participating in a public procurement.

19. In your jurisdiction is there a specialist court or tribunal with responsibility for dealing with public procurement issues? In what circumstances will it have jurisdiction over a public procurement claim?

In Sweden there are no specialist courts within the public procurement area.

20. Are post-award contract amendments/variations to publicly procured, regulated contracts subject to regulation in your jurisdiction? Are changes to the identity of the supplier (for example through the disposal of a business unit to a new owner or a sale of assets in an insolvency situation) permitted in your jurisdiction?

Post-award contract amendments and changes are regulated in Swedish public procurement law. The main rule is that procurement contracts, framework agreements and concessions may not be subject to change without a new procurement process being carried out. There are specific rules governing changes to

contracts and changes are only permitted in certain specific cases.

A change may be permitted if the change is: of minor value, implemented in accordance with a change or option clause, through supplementary orders, a result of unforeseeable circumstances, relating to a change of supplier or not significant. A change cannot result in an alteration of the nature of the contract.

Changing suppliers is permitted if the new supplier replaces the original supplier as a result of a corporate restructuring. Examples of corporate restructuring which allows for changes to be made include takeovers, mergers, acquisitions and insolvency. This provided that the following two conditions are met. Firstly, the change of supplier does not entail any other significant changes of the contract. Secondly, the new supplier meets the qualification requirements and the requirements for not being excluded in the original procurement.

In addition, a change of supplier is also permitted if a subcontractor replaces the supplier after an agreement between the supplier, the authority and the subcontractor.

21. How common are direct awards for complex contracts (contract awards without any prior publication or competition)? On what grounds might a procuring entity seek to make a direct award? On what grounds might such a decision

be challenged?

A direct award for a complex contract is not that common. A negotiated procedure without prior publication of a call for competition is permitted for example, if there are no suitable tenders, the purpose is to acquire a unique work of art, or if what is being acquired is protected by intellectual property rights. Other permitted examples include cases of extreme urgency. The permitted situations follow directly from the law, and all requirements must be met for the procedure to be used.

If the conditions for direct award are not met, the contract may be subject to review. The grounds for such challenge are that the allowed legal conditions for the procedure are not met.

22. Have your public procurement rules been sufficiently flexible and/or been adapted to respond to other events impacting the global supply chain (e.g. the war in the Ukraine)?

The Council regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine is directly applicable in Sweden and covers all public procurements conducted in Sweden. As a Member State of the EU, all EU sanctions regulations are directly applicable, and national law is applied accordingly.

Contributors

Anna Ulfsdotter
Lawyer and founder

anna.ulfsdotter@ulfsdotterlaw.com



Elin Nilsson
Lawyer

elin.nilsson@ulfsdotterlaw.com



Anna Westberg
Associate

anna.westberg@ulfsdotterlaw.com

