

# Nya grindvaktsfunktioner i LOV

– förslag som bidrar till att motverka kriminella eller  
oseriösa leverantörer i valfrihetssystem

English summary

**RAPPORT 2025:8**



# Report: New gatekeeper functions in LOV – proposals to help counteract criminal or disreputable suppliers in systems of choice

## Summary

On 26 June 2025, the Swedish Competition Authority was tasked by the government with an assignment to submit proposals to help counteract criminal or otherwise disreputable suppliers in contracting authorities' systems of choice. This means that the assignment does not include a broad review of the entire Act (2008:962) on systems of choice, LOV.

In recent years, a number of reports and government inquiries have pointed out that welfare crime is a growing problem and that the welfare sector is a significant source of income for organised crime with direct link to the criminal economy. In 2024, there were a total of 451 systems of choice across 174 contracting authorities. There are no available statistics on the value of turnover in these systems. The Swedish Competition Authority's data collection shows that almost SEK 55.2 billion was paid out in 2024 within 259 of the 451 systems of choice, highlighting the importance of reforms to LOV to make it easier for contracting authorities to counteract such operators.

The Swedish Competition Authority's proposals aim to make it easier for contracting authorities to assess and monitor suppliers, both at the entry stage and during the contract period. The proposals include new grounds for exclusion, an expanded group of persons subject to review and new methods for assessing and monitoring applicants and suppliers, clarifications of the possibilities for setting qualification criteria and contract terms in the tender documents, as well as the importance of contract performance monitoring. In addition, the Swedish Competition Authority highlights a few other areas where ongoing work by others has the potential to further support contracting authorities that have established systems of choice, as well as a few areas requiring further investigation.

## Background

There were several purposes behind the introduction of LOV. When LOV was introduced, a number of municipalities and regions had already implemented various procedures whereby suppliers qualified by meeting predefined qualification criteria, and individuals were then free to choose which supplier they wanted to use. They could choose between one of the qualified external suppliers or in-house at the municipality or region. One purpose of LOV was therefore to clarify the legal situation and make it easier for municipalities and regions that wanted to increase freedom of choice within their operations. The introduction of LOV took place at a time characterised by an entrepreneurial spirit and a desire to allow

various initiatives to flourish. Another aim was therefore to facilitate the establishment of self-employed providers in health and social care services.

In retrospect, it can be noted that "disreputable companies" are only mentioned in one place in the government bill for LOV. Since LOV was introduced, problems with criminal and disreputable operators have received increased attention. Swedish society has historically been built on a strong trust in each other and in society. We trust that the public sector will act objectively and manage our tax money correctly, but also that private companies and society at large will follow rules, regulations and norms. When criminal and disreputable operators penetrate our welfare system, that trust and confidence in the public sector is damaged.

Against this background, the Swedish Competition Authority notes that it is important that procedural legislation such as LOV not only focuses on the perspective of suppliers, but also addresses the contracting authorities' need for support and opportunities to exclude this type of actor from publicly funded systems. There is an inherent difficulty in exercising control over the types of services covered by systems of choice. This is because these are services that are performed at a specific time for a third party (i.e the user of the service), without the presence of anyone other than the provider and the user of the service. The performance of the services is therefore based on trust between the provider of the service and the contracting authority that has established the system of choice. This makes it particularly important to control who is allowed into the system and to monitor the suppliers that have joined.

During the course of the assignment, it has become apparent that LOV gives contracting authorities considerable discretion in the design of a system of choice. However, the law also poses challenges for contracting authorities that establish systems of choice to exclude criminal and disreputable operators. There is uncertainty regarding the application of LOV – what the contracting authority is allowed and able to do. For example, there is a lack of basic information about the systems of choice and there are challenges related to the tender documents and the application of the grounds for exclusion. Limited access to relevant information and insufficient contract management increases the risk of undetected deviations. The design of the commercial terms of the contracts is an important prerequisite, while the risk of liability for damages reduces the contracting authorities' incentive to terminate contracts.

There is considerable variation in both the number of systems of choice in municipalities and regions and the types of activities that are organised in systems of choice. Many of the systems have been in place for a long time. Of the 451 systems in the Swedish Competition Authority's data collection, more than half were established in 2014 or earlier. The data collection also reveals that there is considerable variation in the number of providers in the systems of choice. The regions and the Swedish Public Employment Service in particular have systems of choice with many providers. At the same time, nine out of ten systems of choice in

the municipalities and just under two-thirds of the regions' systems of choice have fewer than 20 providers, some of which have no providers at all. The data collection also indicates that the turnover of providers is low in most systems of choice, although there are some systems of choice with a large number of applications per year.

**The requirement for “continuous notices” should be abolished by introducing an alternative procedure with application windows**

The Swedish Competition Authority notes that it is possible, under certain conditions, to abolish the requirement for “continuous notices” (i.e. operators can apply at any time throughout the validity of the system) without the systems of choice being covered by the EU procurement directives. During the course of the assignment, it has become apparent that the most appropriate method is to introduce an alternative procedure and thereby give contracting authorities the possibility to choose the most appropriate procedure for the system of choice in question. It has also become apparent that a procedure with application windows is a better alternative than a procedure with a framework agreement model.

The Swedish Competition Authority therefore proposes that the requirement for continuous notices should be abolished by introducing an alternative procedure with application windows. This requires additional provisions in LOV regulating the design of the application windows. The proposals are described in more detail in section 6.1, but the most central parts of the proposal are to introduce the following provisions:

- Notices for the establishment or modification of a system of choice must include information on the procedure applied and, in the case of application windows, how often a regular application window will be opened.
- A regular application window shall be opened at least every four years. A contracting authority may choose to open a regular application window more frequently.
- A contracting authority may open additional application windows, but this does not affect when the next regular application window will be opened.
- No substantial changes may be made to the tender documents when a system of choice with application windows is closed for applications.
- Notices for application windows must be published at least 10 days before the application window opens and the application window shall remain open for at least one month. A contracting authority may choose to keep the application window open for longer than one month. The length of time it is open must be stated in the notice.

- A notice on the decision on an application shall be advertised no later than 60 days after the decision has been made. In the case of a procedure with an application window, the notices of the results may be published collectively 60 days after the application window has closed.
- Notices concerning systems of choice shall continue to be published on the national website for notices about systems of choice, [Hitta LOV-uppdrag](#).

The Swedish Competition Authority has assessed that no transitional provisions are necessary, see section 7.2. However, the Swedish Competition Authority considers that the National Agency for Public Procurement will need time to redesign the national website for notices about systems of choice before the procedure for application windows can be implemented. The Swedish Competition Authority therefore proposes that the proposals in this section take effect on 30 June 2028, see section 7.1.

For systems of choice with few applications as well as systems of choice with many applications, it is rational to give contracting authorities the possibility to choose between a procedure with continuous notices (i.e operators can apply at any time throughout the validity of the system) and a procedure with application windows. This is so that a contracting authority can choose the procedure that best suits the system of choice in question. The changes therefore do not entail any increased costs for the contracting authorities or any consequences for local self-government.

The difference between a procedure with application windows and a procedure with continuous notices is when an application to the system of choice can be submitted. The procedure itself does not affect the conditions for participating in or being approved for a system of choice. Thus, the introduction of a procedure with application windows does not entail any direct cost increases or cost reductions for suppliers intending to participate in a system of choice. The main difference for suppliers is that they must adapt their decisions to enter a new system of choice or expand their operations to coincide with the opening of the system of choice in question for applications. However, this does not differ from procurement of contracts or framework agreements covered by the Public Procurement Act. The announcement of the establishment of a system of choice must state which procedure will be applied and, if applicable, when a regular application window will be opened. This creates predictability for suppliers and gives them ample opportunity to plan and prepare their applications before the application window opens.

The National Agency for Public Procurement has estimated the costs of enabling the new forms of notices resulting from the proposals at SEK 2.4 million plus 400 hours of internal work at the agency.

## **Neither systems of choice nor contracts should be subject to time limits in legislation**

The Swedish Competition Authority's assessment is that no legislated time limit should be introduced for either systems of choice or contracts concluded within the framework of a system of choice. The full reasoning can be found in section 6.2.

Currently, there is no regulation in LOV regarding the duration of a system of choice or the duration of a contract. However, there is nothing to prevent contracting authorities from introducing such time limits themselves. The procedures for continuous notices and application windows proposed in section 6.1 ensure opportunities for entry into the market that a system of choice constitutes by allowing new operators to apply, be approved and sign contracts on a continuous or regular basis.

Contracts without time limits mean that a supplier can deliver within the framework of a system of choice for a very long time, in theory for several decades, without having to be reassessed against, for example, the grounds for exclusion. The Swedish Competition Authority considers it appropriate for contracting authorities to set time limits for their systems of choice and contracts. However, a general and mandatory time limit would in practice restrict the contracting authority's ability to take into account, for example, the nature of the services, the structure and conditions of the relevant market, and the authority's work with control and monitoring of contracts. The Swedish Competition Authority therefore does not propose any statutory time limit for either the systems of choice or the contracts. However, the contracting authority must specify the duration of the contracts in the tender documents for a system of choice, see section 6.4.3.

If the requirement for continuous notices is replaced by a framework agreement model<sup>1</sup>, the Swedish Competition Authority considers that the contracts must be subject to time limits in legislation. An appropriate starting point in this case could be four years, with the possibility of longer contracts when there are special reasons for this.<sup>2</sup>

## **Additional provisions on exclusion should be introduced in LOV**

The grounds for exclusion are a key tool for contracting authorities to counteract disreputable and criminal operators within systems of choice. In some respects, they play an even more important role in LOV than in LOU. Since all suppliers who meet the qualification criteria and are not subject to exclusion must be approved for a system of choice, the grounds for exclusion – together with the qualification criteria – are the only gatekeeping functions that the contracting authority can use to prevent disreputable or criminal suppliers from entering a system of choice.

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<sup>1</sup> See the judgment of the Court of Justice of the European Union of 1 March 2018, *Tirkkonen* C-9/17, EU:C:2018:142.

<sup>2</sup> See Chapter 7, Section 2 of the Public Procurement Act.

**Some of the grounds for exclusion are to be adjusted and a new ground for exclusion for serious misconduct outside their professional practice is to be introduced.** In order to give contracting authorities better conditions for excluding disreputable and criminal operators and their representatives, the provisions on the grounds for exclusion are to be adjusted. It shall be mandatory to exclude an applicant who is covered by the grounds for exclusion in Chapter 7, Section 1 and Section 2, first paragraph, of LOV, according to the wording in SOU 2023:43. The voluntary grounds for exclusion proposed in SOU 2023:43 shall also be adjusted and supplemented so that an applicant may be excluded if the contracting authority can show that the applicant has

- committed a crime or other grave misconduct in the course of their professional activities that calls into question the applicant's integrity,
- committed a crime or other misconduct outside their professional practice that seriously calls into question the applicant's integrity, or
- shown serious or persistent deficiencies in the performance of a substantive requirement under a prior public contract.

**The group of persons subject to review with regard to grounds for exclusion shall also include key individuals and affiliated companies.** During the course of the assignment, it has become apparent that the group of persons covered by the Public Procurement Act, and which the Supplier Control Inquiry proposed should be included in LOV, is too narrow to give contracting authorities the tools they need to counteract criminal and disreputable operators in systems of choice. The Swedish Competition Authority therefore proposes that the group of persons subject to review shall be expanded to also include 1) individuals with decisive responsibility for the performance of the contract who have committed the offence or misconduct referred to in the grounds for exclusion, and 2) other legal persons linked to the applicant.

**A possibility to request prior public contracts from an applicant.** To further facilitate the contracting authority's investigation of whether an applicant should be excluded, the Swedish Competition Authority proposes three new provisions concerning the investigation of an applicant to a system of choice. 1) The contracting authority may request information from the applicant about their prior public contracts under LOV or any of the procurement laws. In the case of completed contracts, this is limited to contracts completed in the last three years. 2) If the contracting authority is considering excluding a supplier, it shall take particular account of the nature of the service in relation to the circumstances on which the authority intends to base its decision. 3) The contracting authority may refrain from excluding a supplier if this is justified by overriding reasons in the public interest.

**An obligation to terminate contracts under certain conditions.** In conclusion to this sub-assignment, the Swedish Competition Authority proposes that contracting authorities be required, under certain circumstances, to terminate contracts with suppliers approved for the system of choice, regardless of whether such a possibility is stated in the terms of the contract. Therefore, the obligation to terminate contracts shall be accompanied by legal remedies so that a supplier whose contract has been terminated can apply for corrective measures. A court shall also be able to decide on a stay of a decision during the court proceedings.

The obligation to terminate contracts shall apply if

1. it emerges that the supplier, at the time of the application, should have been subject to exclusion under Chapter 7,
2. the supplier's circumstances change during the term of the contract so that, if it had applied to the system of choice, it would have been subject to exclusion under Chapter 7, or
3. the supplier lacks the relevant permits to provide the service.

The provisions on termination of contracts are collected in a new Chapter 12, Termination of contracts. The provisions on legal remedies are included in the existing Chapter 10, Legal remedies, etc., which is renamed Chapter 13, Legal remedies and supervision. The Swedish Competition Authority proposes that the proposals within the framework of this sub-assignment should take effect on 1 January 2027 and considers that no transitional provisions are necessary. The impact assessment is found in section 8.3.

**The provisions on the content of tender documents, terms of contract, invoked capacity and subcontractors should be restructured and expanded**

In order to make it clearer to contracting authorities what tools are available to counteract criminal and disreputable operators, the provisions on the content of tender documents should be restructured and expanded. LOV should therefore include provisions on the content of tender documents, access to tender documents, contract terms that may and should be imposed, the possibility of requesting that an invoked capacity be replaced, and terms of contracts regarding subcontractors.

**The content of the tender documents should be consolidated and clarified** so that contracting authorities, suppliers and others can easily gain an overview of these provisions. The Swedish Competition Authority therefore proposes that the provision on the content of the tender documents in LOV should contain the following non-exhaustive list of information that must be included in the tender documents: 1) the permits required for the service in question, 2) the grounds for exclusion that, according to Chapter 7, Section 2, second paragraph, and Sections 3–4, shall apply in the system of choice, 3) the requirements regarding technical and professional capacity that an applicant must meet in order to participate in the



system of choice (i.e. the qualification criteria for participating), 4) the basis for the financial compensation to a supplier, 5) any other commercial and other particular requirements to which performance of the contract is subject, 6) conditions for control and monitoring, 7) the duration of the contract, 8) how the application is to be submitted, 9) the time within which the contracting authority will make a decision on approval, and 10) other relevant information.

**Full access to the tender documents** is a prerequisite for the terms and conditions to be clear to all operators considering applying to a system of choice. The Swedish Competition Authority therefore proposes that a contracting authority should provide direct, full and free access to the tender documents on its website from the date on which the notice for the system of choice is published. This also has other advantages – it gives investigative journalists, researchers and citizens access to the tender documents, which is important from the perspective of anti-corruption work, for example.

**According to the Swedish Competition Authority, the provisions on terms of contract should be consolidated, expanded and clarified.** The Swedish Competition Authority considers that the provisions in LOV on terms of contract should be expanded and therefore collected in a new Chapter 10, Contract performance. The Swedish Competition Authority proposes that LOV include a non-exhaustive list of terms that must be regulated in the contract. However, the provision does not specify how the terms of the contract should be formulated; this needs to be done in relation to the conditions of the system of choice in question. The terms that, according to the list, should be regulated in the contract are:

- the conditions for terminating the contract if the system of choice is terminated,
- the conditions for terminating the contract if the supplier's circumstances change during the term of the contract so that the supplier, if it had applied to the system of choice, would not have been approved for the system of choice for reasons other than the supplier being covered by the grounds for exclusion,
- the conditions for terminating the contract if the supplier's ownership or management changes,
- control and monitoring, and
- penalties for breach of contract.

The contracting authority may also impose other contractual conditions. The existing provision that contracting authorities may impose specific environmental, social and other requirements is reworded to also include labour requirements.

**It should be made clear that applicants may be obliged to replace the capacity they have invoked.** Within the framework of this sub-assignment, the Swedish Competition Authority has also noted that the provision on invoked capacity should include an explicit obligation to replace invoked capacity under certain conditions. This is to ensure that there is no doubt that even if an applicant has the right to rely on someone else's capacity, there are situations when the applicant must replace the capacity relied upon, and if this is not done, the contracting authority may decide not to approve the application.

**Terms of contract relating to subcontractors.** During the course of the assignment, it has become apparent that subcontractors are often involved in suppliers' operations and that it is among subcontractors who are directly involved in the performance of the assignment that there may be problematic providers. This applies regardless of whether the supply chains are broad or deep. The Swedish Competition Authority notes that even though this is not currently regulated in LOV, there are significant opportunities to impose requirements on subcontractors, especially subcontractors who are directly involved in the performance of the contract. The Swedish Competition Authority therefore proposes that Chapter 10, Contract performance, should include provisions clarifying a number of contractual conditions that a contracting authority may always impose on subcontractors who are directly involved in the performance of the contract. This does not mean that contracting authorities are prevented from imposing other contractual conditions on subcontractors who are directly involved in the performance of the contract as well as other subcontractors. As noted above, there is considerable scope for designing other contractual conditions based on the nature of the system of choice in question. This also applies to term of contract relating to subcontractors. However, such terms must be related to the service covered by the system of choice, comply with the principles in Chapter 1, Section 2 of LOV, and be specified in the tender documents.

The Swedish Competition Authority proposes that the proposals within the framework of this sub-assignment should take effect on 1 January 2027 and considers that no provisional regulations are necessary.

**Inadequate contract management enables criminal and disreputable operators – therefore, provisions on control and monitoring should be introduced in LOV**

Contract management is an important tool in general for counteracting disreputable suppliers in public procurement, and enable contracting authorities, through active and structured monitoring, to ensure that their suppliers comply with the terms of the contract so that taxpayers' money is used efficiently. Inadequate contract management has also been identified as a facilitator for disreputable and criminal operators within systems of choice. The interviews conducted therefore emphasise that it is crucial that contracting authorities not only carry out checks at the application stage, but also monitor suppliers regularly and systematically during the term of the contract.

In order to counteract disreputable and criminal operators in systems of choice, it is crucial that a contracting authority with a system of choice applies a strategic and uniform approach to control and monitoring and carries out regular checks and follow-ups of the suppliers that have joined the system. In a previous government assignment,<sup>3</sup> which was reported during the autumn, the Swedish Competition Authority noted that, as many procuring organisations are deficient in their control and monitoring of public contracts, it appears appropriate to increase the control of contracting organisations' contract management in legislation. Measures mentioned there included introducing an obligation in procurement legislation for procuring organisations to manage their contracts and requirements for guidelines. The Swedish Competition Authority has considered it reasonable to proceed with the issue of increasing control in LOV in this government assignment based on the aspects raised in the previous government assignment. The Swedish Competition Authority therefore proposes that a new Chapter 11, Control and monitoring, be introduced into LOV, containing:

**An obligation for contracting authorities operating systems of choice to set guidelines for control and monitoring.** Guidelines for control and monitoring do not need to be separate, but can also be included as a section in more comprehensive procurement regulations or equivalent. The provision does not regulate the content of the guidelines.

Furthermore, it is proposed that the supervisory authority be given the possibility to order a contracting authority with a system of choice to set guidelines for control and monitoring if no such guidelines exist.

**An obligation for contracting authorities to regularly check that suppliers in the system of choice meet the conditions in the tender documents and are not covered by the grounds for exclusion.** A provision on regular monitoring of suppliers should be introduced, which should also specify that this control and monitoring must be documented. However, the provision does not specify how the control and monitoring are to be carried out – this must be determined by the contracting authority on the basis of the systems of choice in question. The provision means that the contracting authority's guidelines on control and monitoring are put into practice. In addition, it is possible to facilitate monitoring through contractual terms and conditions regarding the supplier's participation. The fact that contract monitoring should take place regularly means that the requirements in the tender documents and the grounds for exclusion are maintained during the contract period. Nor should any supplier be able to avoid all forms of control and monitoring for a long period of time.

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<sup>3</sup> The Swedish Competition Authority report 2025:5, *Proposal to facilitate the handling of abnormally low tenders that are not seriously intended*, and report 2025:7, *Methods for taking quality into account in public contracts*.

**Provisions on in-depth investigation.** In order to provide contracting authorities with better support both in the processing of applications and in the regular contract management, provisions should be introduced regarding in-depth investigation of an applicant or supplier if there is reason to suspect that they do not meet the conditions for participating in the system of choice. The in-depth investigations must also be documented. The provision reflects the need to carry out risk-based checks on suppliers. The aim is to create a more accurate and effective control system whereby resources are used where the risk of disreputable operators is greatest, while at the same time ensuring that the assessment is not unnecessarily burdensome.

**Information to individuals on how they can report irregularities.** In conclusion, the Swedish Competition Authority notes that individuals – users of the services and their relatives as well as employees of the suppliers – have a unique insight into the suppliers' operations and how the services within the systems of choice are actually performed. Their observations can therefore play a crucial role in detecting irregularities. A very simple and not particularly burdensome measure to strengthen the work against criminal and disreputable operators is to make it easy for individuals to find information about where they can report irregularities. The Swedish Competition Authority therefore proposes that a new information obligation be introduced in Chapter 9 – to provide clear information to individuals on how and to whom they can report suspected irregularities in the service and shortcomings on the part of the supplier. This information should preferably be provided in conjunction with the information produced under the existing information obligation regarding the user's choice in the system of choice.

The Swedish Competition Authority proposes that the proposals within the framework of this sub-assignment should take effect on 1 January 2027 and considers that no transitional provisions are necessary.

### **Other proposals**

During the course of the assignment, a number of issues have emerged that may help to counteract criminal or otherwise disreputable suppliers in the contracting authorities' systems of choice that are not covered by the sub-assignments described above. These have been collected in the concluding section 6.6.

**The provisions on legal remedies and supervision should be reviewed.** A general review of the provisions is called for, but two changes should be made to the provisions concerning supervision at this point. The task of supervising compliance with the law should not differ between LOV and LOU – therefore, the supervision clause should be reworded. The supervisory authority should also have the same powers in LOV as in the procurement laws to require a contracting authority to provide information. The proposed amendments to the provisions on supervision are proposed to enter into force on 1 January 2027. No transitional provisions are considered necessary.

**The Government should investigate how more information about systems of choice can be collected and made available.** Access to basic information about systems of choice at an aggregated national level is important for several reasons. Not least, it is crucial for detecting deviations and irregularities and thereby counteracting disreputable and criminal operators. However, there is currently a lack of basic information about choice systems. Against this background, the Swedish Competition Authority considers it a high priority to produce such data. The Swedish Competition Authority therefore proposes that the Government commission a study to develop a proposal on what data should be collected on choice systems, how this data can be collected, and how both raw data and processed data in the form of statistics can be made available.

**The announced assignment to the National Agency for Public Procurement on an initiative against welfare crime should include increased support for applying LOV.** During the course of the assignment, a relatively widespread need for more support and guidance related to the application of LOV has emerged, as the support available for LOU is not directly applicable to LOV in all respects. Many believe that the level of knowledge about LOV and its application in general needs to be raised. In view of the large number of systems of choice that exist and the large sums of money involved, the Swedish Competition Authority considers it urgent that the need for further support be met. The Swedish Competition Authority therefore proposes that the announced assignment to the National Public Procurement Agency to support municipalities in their efforts to counteract labour market and welfare crime should include further developing support for the application of LOV.

**There is a need for a forum for exchanging experiences on counteracting disreputable and criminal operators in systems of choice.** Several contracting authorities have highlighted the importance of exchanging experiences with each other on how to work to counteract disreputable and criminal operators in systems of choice. The Swedish Competition Authority considers that such an exchange of experiences can be positive for several reasons. Not least, it can contribute to the dissemination of knowledge and good examples. This can be particularly helpful for smaller contracting authorities that lack resources. The Swedish Competition Authority has noted that there is a tendency to view systems of choice as a “little brother” to public procurement that often ends up in the shadows. This, together with the fact that systems of choice have characteristics that public procurement lacks, makes it important that there are also forums where experiences relating specifically to systems of choice can be exchanged. The Swedish Competition Authority therefore proposes that the Government should consider clarifying an existing or planned assignment to lead forums for the exchange of experiences regarding the prevention of disreputable and criminal operators in systems of choice.



**Further development of several ongoing initiatives can help meet the need for access to information.** Access to relevant information is a key prerequisite for contracting authorities' control and contract monitoring. Several different initiatives are currently underway in other areas which, in some cases with further development, could give contracting authorities better access to information that is relevant for control and follow-up. Examples include:

- *The National Board of Health and Welfare's national catalogue of healthcare providers and social service providers* could collect information about prior contracts. It could also contain other information of importance for the control of applicants to the systems of choice and for the regular monitoring of approved suppliers.
- *Contracting authorities' access to information from the Health and Social Care Inspectorate should be improved.* There are reasons for the Government to investigate further the possibility for the Health and Social Care Inspectorate to quickly and securely make information available to contracting authorities about when licences have been revoked or when other sanctions have been imposed. Such an arrangement would help to facilitate contracting authorities' monitoring of the suitability of providers, increase transparency in the welfare system and reduce the risk of disreputable operators obtaining or retaining public contracts.
- *Municipalities that are not already connected to Health and Social Care Inspectorate's e-service Placeringsstöd (Placement Support) should be connected.* In the e-service Placeringsstöd, Health and Social Care Inspectorate has developed a solution for making information available that is important for municipalities when placing children and young people. The e-service contains the type of information that is often requested by contracting authorities. The Swedish Competition Authority therefore considers it remarkable that not all municipalities are already connected and using the access to information when it is available in such an important area.
- *The Swedish Companies Registration Office's system for coordinated register checks can be further developed* to meet more needs from contracting authorities.
- *The inquiry into an appropriate regulatory framework for background checks, which the Government appointed on 25 September 2025, is welcome.* In carrying out the assignment, it is important that the inquiry not only deals with public procurement under the procurement laws, but also considers the systems of choice under LOV and A-LOV. Otherwise, an unintended discrepancy may arise between the conditions for conducting background checks, for example when entering into or monitoring contracts, depending on whether it is a procured contract or a contract signed within the framework of a freedom of choice system.

**Proposals in other areas may also help to counteract disreputable and criminal operators within the systems of choice.** During the course of the assignment, the Swedish Competition Authority has identified a number of recurring proposals that are not covered by the assignment but have been put forward by several stakeholders. Some believe that such measures could have a significantly greater impact on contracting authorities' ability to control and monitor than changes to the LOV could bring about. Against this background, the Swedish Competition Authority briefly highlights these below. In the Swedish Competition Authority's assessment, there may be reasons for the Government to investigate these issues in more detail in the future.

- *Increased efforts towards standardisation and digitisation of the purchasing process.* As a contracting authority, having access to the right information at the right time is a key prerequisite for effective control and monitoring of suppliers within the systems of choice. According to the Swedish Competition Authority, a digitised purchasing process would have several advantages for society as a whole. Not least, it could increase efficiency, transparency and traceability, as well as contribute to better opportunities for control and follow-up. This, in turn, could lead to significant savings. Against this background, the Swedish Competition Authority considers that there are reasons for the Government to investigate the possibilities for a broad investment in standardisation and digitisation of public procurement processes and systems.
- *A criminal record register for legal entities should be investigated.* At present, there is no criminal record register for legal entities; instead, information on legal entities' violations of the law is scattered across many authorities and in many cases cannot be searched. As this is information that contracting authorities could find very useful in their control and monitoring of suppliers, not only within the framework of LOV, the Swedish Competition Authority finds this unsatisfactory. Against this background, the Swedish Competition Authority considers that the Government should investigate measures to make information on legal entities' violations of the law more easily accessible to both contracting authorities and others. For example, by developing an equivalent to a criminal record register for legal entities or by requiring public authorities that decide on sanctions for such legal violations to make them available.
- *There may be reasons to consider extending the audit requirement.* Far from all suppliers within the systems of choice are subject to audit requirements. This means, among other things, that a significant responsibility is placed on the contracting authorities themselves to check the supplier in areas where deficiencies could have been detected in the context of an external audit. During the roundtable discussions, it was pointed out that a more comprehensive audit obligation could relieve the burden on the contracting authorities and at the same time contribute to a higher degree of transparency in the operations. Against this background, the Swedish Competition Authority considers that there may be reasons for the Government to consider extending

the audit requirement. Such an investigation should specifically examine whether the audit requirement should cover more companies operating within the framework of LOV.

- *Information exchange can be promoted by more provisions that break confidentiality.* Several contracting authorities have stated that the control and monitoring of suppliers within the systems of choice is made more difficult by the fact that relevant information held by other municipalities, regions and authorities is in some cases subject to confidentiality. The problem seems to arise mainly between different contracting authorities, but in some cases also within the same authority. Against this background, the Swedish Competition Authority considers that there may be reasons for the Government to investigate whether more confidentiality-breaking provisions should be introduced to enable a more effective exchange of information between contracting authorities.



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