Viran

A GUIDE FOR SOFTWARE VENDORS

Selling software as a service to the European *public sector*

Public buyers spend heavily on software and are obliged to buy it in the open. Most vendors still lose these contracts for reasons that have nothing to do with the product.

The decision is taken before the tender is published

Viran is a procurement technology company. Our team builds the discovery, matching and document-analysis systems behind this guide, and works with software and product companies bidding across European public sector markets.

Public authorities across the European Union and the EEA buy software in the open, under a single legal framework. Above the thresholds in force from 1 January 2026, EUR 140 000 for central government and EUR 216 000 for municipalities, regions and hospital districts, the competition must be advertised, the award criteria published in advance, and the result defended to the bidders who lost. For a software vendor this is a market of unusual transparency.

It is also a market most vendors enter too late. Requirements are settled before the contract notice appears, and the tender window that follows can lawfully be as short as fifteen days. Qualification requirements are assessed before any offer is read. The formula converting price into points is published, and it determines whether a discount is worth anything at all.

The trend makes this more pressing rather than less. The European Court of Auditors found that competition in EU procurement markets declined over the decade to 2021, with the single-bidding rate close to doubling and direct cross-border procurement remaining limited.[3] Fewer bidders per contract is a warning about barriers to entry. For a vendor able to clear those barriers, it is also an opportunity.

This guide sets out where the decision is actually made, what has to be in place before a notice appears, and how to judge in an hour whether a given tender is worth a day of senior time.

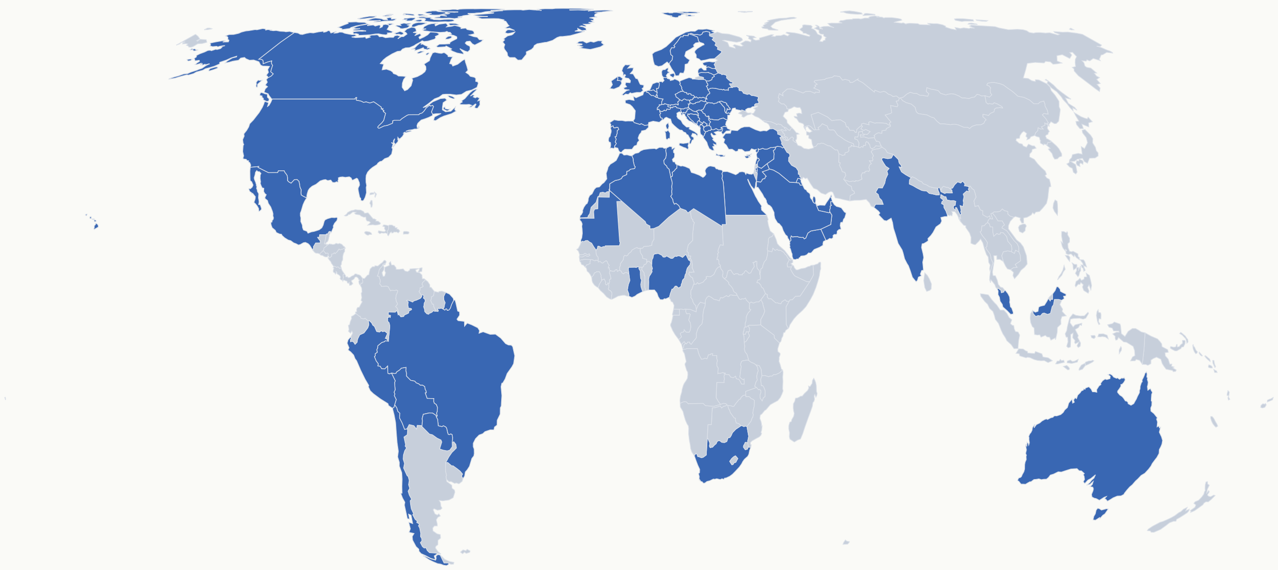
Iivo Angerpuro
Co-Founder, Viran

There is a specific moment when a public software contract is decided, and it is almost never the moment a vendor thinks it is. It is not the demo, not the pricing call, and not the submission. It is the point at which the buyer writes down what it intends to buy. Everything after that is administration of a decision already taken.

This is the structural fact that separates public sales from enterprise sales, and it is why capable software companies lose competitions they should win. They arrive when the notice is published, after the requirements have been frozen, the evaluation weights set, and in many cases the specification shaped by a competitor who was in the room months earlier. The rules are the same across the European Union and the EEA, and they are published.

> By the time a contract notice reaches you, much of the specification is already set, and shaping it early is a real advantage. But the bigger edge is simpler: seeing every fitting tender, in every market, in time to compete.

THE MARKET THIS GUIDE IS ABOUT



Public procurement is a single legal market across the European Union and the EEA, and a published one almost everywhere else. **Viran reviews more than 60 national markets each week**, in Europe and beyond, alongside NATO, the United Nations and World Bank programmes.

01 Public buyers do not buy software the way your other customers do

A public authority above the EU threshold cannot buy your software because it likes your software. It has to run a procedure, publish it, apply criteria it wrote down in advance, and be able to defend the result to the bidders who lost.

140k
EUR, CENTRAL GOVERNMENT

From 1 January 2026 those thresholds are EUR 140 000 for supplies and services bought by central government authorities and EUR 216 000 for sub-central authorities such as municipalities, regions and hospital districts. For social and other specific services the threshold is EUR 750 000. Above those figures the competition must be advertised across the Union, which is the single most useful fact in this guide: your addressable market is not a list you have to buy, it is a public record.

Below the thresholds national rules apply and are frequently lighter, which is where first references are often won. Do not mistake the threshold for the floor of the market.

What this changes commercially

Three habits from private-sector selling actively hurt you here.

1. **Discounting late**
   You cannot improve a submitted price. A post-deadline concession is not merely ignored; it can invalidate your tender outright.
2. **Escalating the relationship**
   Going over the procurement officer's head accelerates nothing, and can oblige the authority to treat your approach as a transparency problem.
3. **Treating requirements as negotiable**
   They are not. They were settled before you saw them, and the authority cannot change them for you without re-running the competition.

THE ONE ASYMMETRY WORTH EXPLOITING

Everything the buyer must tell the market, it must tell the whole market at once and in writing. There is no privileged channel and no favoured briefing. That is usually described as a constraint on vendors. It is equally a constraint on the incumbent, and it means the entire evaluation logic is disclosed to you in advance, in a document, before you commit any effort.

02 The window that matters opens before the notice is published

European procurement law expressly permits buyers to talk to the market before they launch a procedure. Article 40 of the Public Procurement Directive allows a contracting authority to conduct market consultations to prepare the procurement and to inform suppliers of its plans.

This is the window in which a specification stops being a wish and becomes a document. Buyers use it because they often do not know what is technically possible, what it should cost, or how to describe an integration. Whoever answers credibly ends up shaping the vocabulary of the tender. The buyer is asking, and someone will answer.

Participating does not disqualify you

Vendors routinely avoid market dialogue believing that prior involvement bars them from bidding. It does not. Article 41 requires the authority to ensure competition is not distorted, principally by sharing the relevant information with all bidders and allowing enough time to tender. Exclusion is a last resort, permitted only where there is no other way to ensure equal treatment, and the supplier must first be given the chance to prove its involvement cannot distort competition.

So the cost of participating is that your input becomes public to your competitors. The cost of not participating is that someone else's input becomes the specification you are judged against.

> The cost of taking part is that competitors see your input. The cost of staying out is that theirs becomes the specification.

The fifteen-day problem

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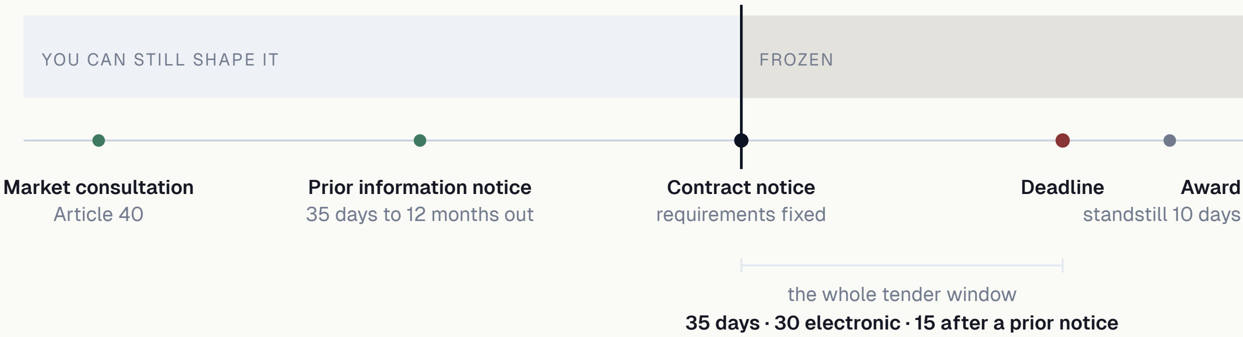
DAYS, WORST CASE

In an open procedure the minimum time to submit a tender is 35 days from dispatch of the contract notice. That drops by five days where electronic submission is accepted, which is now standard, and to **15 days** where the buyer published a prior information notice between 35 days and 12 months earlier, or in substantiated urgency.

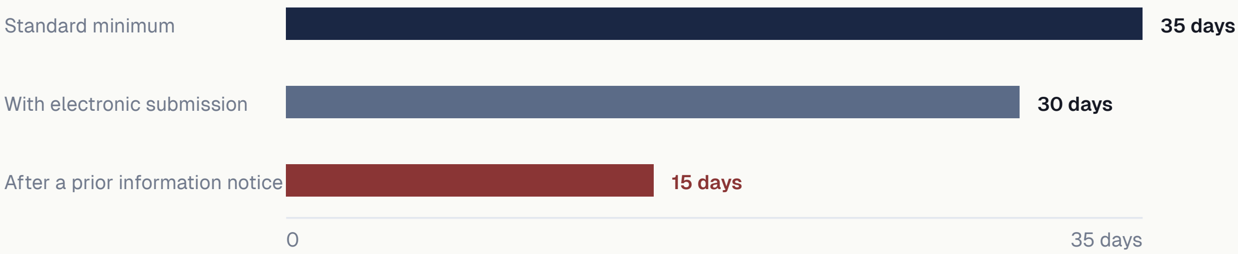
So the realistic worst case is a multi-year software contract appearing with fifteen days to assemble references, certificates, financial statements, a completed European Single Procurement Document, a technical response and a priced offer. If any of that has to be created rather than retrieved, you will not make it. Vendors who win are not faster writers. They had the material ready before the notice existed.

THE PROCUREMENT TIMETABLE, AND WHERE INFLUENCE ENDS



Every lever that decides whether you can win sits to the left of the contract notice. **To the right of it you are competing on a document somebody else shaped**, on a clock that can be as short as fifteen days.

HOW FAR THE TENDER WINDOW CAN SHRINK



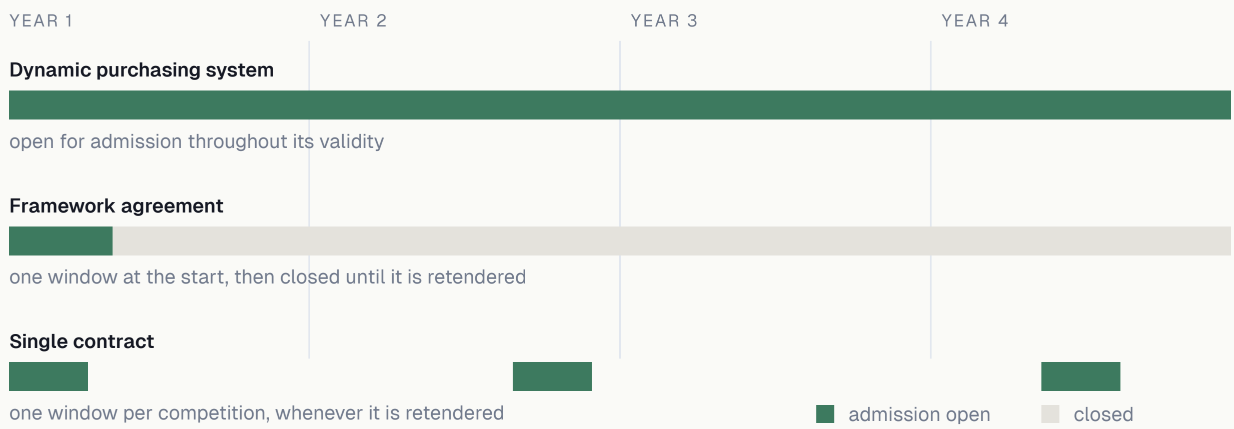
The same procedure, three lawful lengths. **The shortest is less than half the longest**, and which one you get is the buyer's choice, announced up to a year earlier in a notice most vendors never read.

03 Choose the vehicle before you choose the tender

4
YEARS LOCKED OUT

Public software spend does not mostly flow through individual contracts. It flows through purchasing vehicles that are set up once and then drawn against for years. Which vehicle a notice represents matters more than what it is worth, because it determines whether missing it costs you one deal or an entire buyer for four years.

WHEN EACH VEHICLE WILL LET YOU IN



The green is every moment the door is open. **A framework is one short window followed by four closed years**, which is why it outranks a larger single contract in the same week.

The consequence is that a pipeline should be weighted the opposite way to instinct. A framework notice worth nothing this year outranks a single contract worth more today, and a dynamic purchasing system you can join at leisure still needs joining now: you cannot bid a call-off you were not admitted to when it was issued.

A NOTE ON FRAMEWORKS AND FOREIGN VENDORS

Multi-supplier frameworks reward incumbency and local delivery depth, and they lock capacity for years. If you are entering a market rather than defending a position in it, single contracts and dynamic purchasing systems are usually the better use of effort. Take on a framework only where you can already meet its delivery terms.

The same three vehicles, read for what each one asks of you and what it is worth putting the effort into.

VEHICLE	HOW IT BEHAVES	WHAT IT MEANS FOR YOU
Dynamic purchasing system	Open for admission throughout its validity. The buyer must assess a request to participate within 10 working days, extendable to 15 where justified.	The most forgiving entry point in European procurement: no deadline to miss in the ordinary sense, and admission is qualification, not competition. Call-offs are then competed among admitted suppliers.
Framework agreement	Admission happens once, at the start. Term normally capped at four years, longer only in duly justified exceptional cases.	The highest-stakes notice you will see. Miss it and the buyer's spend in that category is closed to you until it is retendered, however good your product becomes.
Single contract	One competition, one award, one contract, usually with option years.	Judge it on the full value including every option year, not the first-year figure in the notice.
Consultation or information notice	Not a competition: market dialogue, a request for information, or a prior information notice.	Not revenue, and the highest-value item on this page. It is the only one you can still influence.

04 The gates you cannot write your way past

7
PASS OR FAIL GATES

Qualification requirements are assessed before anyone reads your offer, and they are pass or fail. A tender that fails one is rejected without being scored, so the quality of the response is irrelevant. Check these first, and build for them long before a notice appears.

HOW A TENDER IS ACTUALLY EVALUATED

Two gates stand before the one everybody prepares for. **A tender that fails either is never scored at all**, which is why the evidence behind you decides more than the writing in front of you.

Seven requirements decide whether your offer is read at all. Each is pass or fail.

1 **Reference deliveries**
A stated number of comparable deliveries within a stated period, usually with a value floor and a named customer contact. The most common single cause of rejection, and the least fixable in fifteen days.

2 **Financial standing**
A minimum yearly turnover, credit rating, or both. One limit is worth knowing: the required turnover may not exceed twice the estimated contract value, except where special risks justify more. A bar above that ceiling is challengeable.

3 **Information security**
ISO/IEC 27001 certification, an ISAE 3402 or SOC 2 report, or a national security assessment. Note the difference between operating in accordance with a standard and holding a current certificate. Buyers ask for the latter.

4 **Data protection and residency**
Where the data is processed and stored, which sub-processors touch it, and on what legal basis it may leave the jurisdiction. For public data this is frequently a hard requirement rather than a preference.

5 **Accessibility**
EN 301 549 is the harmonised European standard for ICT procurement and incorporates WCAG 2.1 level AA for web content. Public bodies are bound by the Web Accessibility Directive, so they push the obligation into the contract.

6 **Service levels and support**
Availability targets, response and resolution times, service hours, and the language support is delivered in. Service hours and language are operational commitments, not clauses to agree to lightly.

7 **Exit and portability**
Data export formats, migration assistance at contract end, and sometimes source code escrow. Public buyers price lock-in as a risk and increasingly test for it.

7	2×	AA
requirements assessed before your offer is opened, each pass or fail	the ceiling on any required turnover, as a multiple of contract value	the WCAG 2.1 conformance level EN 301 549 carries into the contract

Keep these as a permanent evidence pack, not a per-tender scramble: certificates with expiry dates tracked, references written up with named contacts and values, audited figures, a current accessibility statement. The pack is the asset; the bid is an assembly job on top of it. The barrier is administrative rather than technical: Karjalainen and Kemppainen find perceived shortages of legal and administrative resource, not product capability, separating smaller firms that bid from those that do not.[2]

What the pack contains

- [ ] Certificates with their expiry dates tracked, not filed and forgotten: ISO/IEC 27001, ISAE 3402 or SOC 2, and any national security assessment.
- [ ] Reference deliveries written up to a standard format: buyer, scope, value, dates, and a named contact who has agreed to be called.
- [ ] Audited financial statements and a current credit rating.
- [ ] An accessibility conformance statement against EN 301 549, kept current with the product.
- [ ] A data-processing description: where data is stored, which sub-processors touch it, and on what legal basis it may leave the jurisdiction.
- [ ] Standard service-level terms, including the hours and languages support is genuinely delivered in.

Assembled once and maintained, this converts a fifteen-day deadline from impossible into ordinary administration.

05 The scoring formula sets your price, not the market

Contracts are awarded on the most economically advantageous tender, which the buyer defines in advance by publishing its criteria and their weighting. That published model is the most commercially valuable document in the pack, and it is routinely read last.

Two tenders with identical weightings behave completely differently depending on how price converts into points, and the spread is wider than most vendors assume. This is a documented weakness of the method rather than a quirk of any one buyer: reviewing tender evaluation across EU procurement, Bergman and Lundberg find price-to-quality scoring to be non-transparent, poorly suited to representing the buyer's actual preferences, and open to strategic manipulation because a bidder's score can depend on the other bids submitted.[1] A ratio model, scoring the maximum times the lowest price divided by yours, is gentle: it never reaches zero and a ten per cent gap costs only a few points. A linear model deducts against a ceiling, and everything turns on where that ceiling sits. Placed just above the lowest bid it is brutal, and the tender is effectively decided on price alone; placed generously, or against a published budget, it behaves much like the ratio model. Find the formula and its ceiling before you decide the discount.

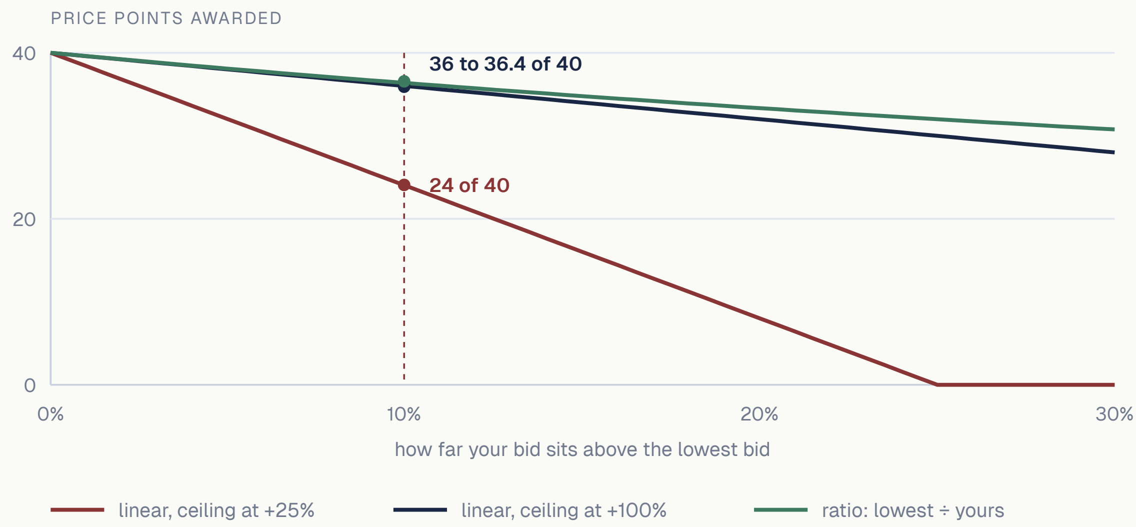
Do not assume a quality-weighted competition favours the smaller bidder. Examining Swedish procurement data, Stake finds that when contracts are awarded on the most economically advantageous tender rather than lowest price, large firms significantly increase their participation, and the probability of a micro, small or medium-sized firm winning significantly falls.[4]

What to extract before you price

Work out the four things that determine whether the contract is winnable at your real cost. What share of the total points is price. What formula converts euros to points. Which quality criteria carry meaningful weight, and whether they are scored on evidence you can supply or on subjective assessment. And what the minimum acceptable quality score is, because a threshold below which you are excluded turns a scoring criterion into a qualification gate wearing different clothes.

Then run the arithmetic that matters: how many points a ten per cent price cut actually buys, against how many points one more quality criterion met would buy. In software tenders the second is often cheaper than the first, and vendors discover this after they have already discounted.

WHAT A PRICE GAP COSTS, UNDER THREE AWARD FORMULAS



All three put **the same 40 points** on price. At a 10 % gap the tight-ceiling model has already taken 16 of them; the ratio model has taken 3.6. **The formula, not the market, decides whether discounting is worth anything.**

Where the price actually lives

Public price schedules rarely match how a software-as-a-service business quotes. You may be asked for a per-user monthly rate across a volume band you did not choose, a fixed implementation sum, a day rate for change work, and option-year pricing with an indexation mechanism that may or may not track your costs. The comparison price the buyer scores is computed from that schedule, not from your list price. Model the schedule before you agree the headline number, because the weighting inside it is where the tender is quietly won or lost.

06 Getting your first public reference

4
ROUTES THROUGH

The most common reason a good software company never enters public procurement is circular: the tenders require public references, and you cannot obtain a public reference without winning a tender. The deadlock is real, and there are four ways through it. What closes it is capability rather than product: surveying more than three thousand firms bidding for Irish public contracts, Flynn and Davis find procedural and relational tendering capability accounting for how often a firm wins.[5]

Bid below the threshold first

Smaller authorities buying under the EU thresholds run lighter procedures with lighter reference requirements. The contract is smaller and so is the credential, but a completed public delivery with a named contact is exactly the artefact the larger tenders ask for. Treat the first one as an investment in eligibility rather than as revenue.

Join a dynamic purchasing system

Admission is assessed against selection criteria rather than won in competition, and the system stays open for the whole of its validity. It is the least adversarial way into a buyer's supply base, and once admitted you see and can bid the call-offs.

Subcontract deliberately

Delivering a defined part of someone else's public contract produces a documented delivery you can usually cite. Agree at the outset, in writing, that you may reference the work and that the prime will confirm it. A reference you cannot evidence is not a reference.

Bid as a group

Suppliers may tender jointly and rely on the capacities of other entities, subject to proving that those resources will genuinely be at their disposal. This is how a strong product with a thin public track record gets combined with a partner who has the credential but not the software. It is also the honest route where a buyer requires local-language delivery you cannot staff yourself.

ONE THING NOT TO DO

Do not stretch a private-sector delivery into a public reference it does not match, or claim capability you would have to build. Public buyers verify references by telephoning the named contact, and the consequences of a false declaration reach beyond the tender in front of you: it is grounds for exclusion from future competitions.

07 Decide which markets you can genuinely serve

A software-as-a-service product crosses borders effortlessly. The obligations attached to a public contract do not. The question is never which markets you can reach, it is which markets you can deliver in on the terms the buyer has already written down.

Four clauses decide this, and all four sit in the tender documents rather than the notice.

1. **Language of the tender**
   The language your submission must be written in. A translation cost, and the easiest of the four to solve.
2. **Language of the service**
   The language support and delivery must be provided in. A staffing commitment, not a document.
3. **Named personnel**
   Curricula vitae for specified roles, which requires people you actually employ or have formally engaged.
4. **Jurisdiction**
   Where data may be processed, and the governing law of the contract.

The first is a cost. The others are capability. A tender requiring support delivered in the national language, with named local personnel and local references, is not winnable by a vendor with no presence in that country, no matter how strong the software. That is not a documentation problem to be written around. It is a delivery gate, and the honest responses are to establish local capability, to bid jointly with a partner who has it, or to skip the tender.

Sequencing beats coverage

The instinct on discovering that public tenders are published across the entire Union is to pursue all of them. That produces a large pipeline of unwinnable competitions. A better sequence is to qualify markets by delivery capability first, then by the volume of genuinely relevant published demand, and only then to work the pipeline. Two markets you can serve completely are worth more than twelve you can reach.

> Reach is a data problem and it is already solved. Whether you can deliver is a business decision, and it is the one that decides your win rate.

08 The draft contract is a pricing input

The draft contract is published with the tender documents and is almost always non-negotiable. Signing it is a condition of bidding, so its terms belong in your price rather than in a later conversation. Read it before the specification.

Six terms move the number more than anything in the specification does.

1. **Liability**
   The cap, and whether any category of loss sits outside it. An uncapped head of liability is a priced risk, not a legal detail.
2. **Service credits and penalties**
   What a missed availability target or response time actually costs you, and whether the credits are capped.
3. **Indexation**
   How multi-year pricing is adjusted, and whether the index tracks anything resembling your own cost base.
4. **Intellectual property**
   Who owns configuration, integrations and any extension developed during the term.
5. **Audit and security obligations**
   What you must evidence annually, and the internal cost of servicing it for the life of the contract.
6. **Exit assistance**
   The migration support owed at the end of the term, which is work you perform after the revenue stops.

Option years matter twice over. They extend your exposure to every clause above, and exercising them is the buyer's choice, not yours.

09 Every loss is priced intelligence

10
DAYS STANDSTILL

When a contract is awarded the authority notifies bidders of the decision, states the reasons, and must observe a standstill period before signing: at least 10 calendar days where notification is electronic, 15 where it is not. The award itself is then published. Contract award notices are public documents.

For a vendor entering a market this is an intelligence source with no private-sector equivalent, and one that is under-used: the European Court of Auditors reports that direct cross-border procurement remains limited.[3] A lost tender typically tells you who won, the price they won at, how the points were distributed, and where you fell short. That is competitor pricing and a scoring calibration, disclosed to you as a matter of law, at the cost of one bid you were probably going to lose while learning the market.

The same records read forwards rather than backwards tell you who currently holds a buyer's contract and when it expires, which is how you know a year in advance which competitions are worth preparing for. Use the standstill period deliberately: it exists so that a decision can be questioned before it becomes irreversible, and requesting the reasons in full is ordinary practice, not an escalation.

PRACTICAL HABIT

Keep a record of every tender you lose, with the winner, the winning price and the scores. After three or four in the same category you will be able to predict the winning price band before you bid, which is the point at which public tendering stops being speculative.

10 Ten questions before you commit a day of work

A tender response costs days of senior time. The decision to spend them should take about an hour, and it should be made against the documents rather than against enthusiasm. If more than two of these answers are unknown, the honest position is that you do not yet know whether this is winnable.

- [ ] Which vehicle is this: a single contract, a framework, or a dynamic purchasing system? If we skip it, what happens to this buyer's spend in this category, and for how long?
- [ ] Was there a market consultation or a prior information notice before this? Did we take part, and if not, who did?
- [ ] Do we meet every mandatory qualification requirement today, with the evidence already on file rather than obtainable in principle?
- [ ] Does the specification describe our product, a competitor's product, or a genuine functional need? Which named features could only have come from one vendor?
- [ ] What share of the points is price, and what formula converts euros into points?
- [ ] What would a ten per cent price cut buy us in points, compared with meeting one more quality criterion?
- [ ] Who holds this contract now, what did they charge, and what did they score? Is that in the published award record?
- [ ] Can we deliver in the required language, in the required jurisdiction, with named personnel we actually employ or have formally engaged?
- [ ] What does the draft contract cost us in liability, penalties, indexation, IPR and exit assistance, and is that in our price?
- [ ] What is the total value across every option year, and is that number large enough to justify the days this will take?

One further question sits underneath all ten. If we lose this, do we learn something we could not otherwise buy? Occasionally the answer justifies bidding a tender you expect to lose. It should be a deliberate decision, made once, and not the accidental default.

Procurement documents use these words in their statutory sense, not their commercial one. Reading a notice with the everyday meaning in mind is a reliable way to misjudge what is being bought.

Contracting authority
The public body running the procurement and signing the contract, including bodies governed by public law. Directive 2014/24/EU, Article 2

Economic operator
Any supplier, contractor or service provider, whether a single company or a group bidding jointly.

Contract notice
The published announcement that opens a competition. Its appearance marks the point at which requirements stop changing. Article 49

Prior information notice
An advance announcement of intended procurement. It also permits the buyer to shorten the later tender window to 15 days. Articles 48 and 27

Preliminary market consultation
The buyer's lawful engagement with suppliers before launching a procedure, in order to prepare it. Article 40

Open procedure
A single-stage competition. Any operator may submit a tender directly, with no pre-qualification round. Article 27

Restricted procedure
A two-stage competition. Operators first request to participate, and only those selected are invited to tender. Article 28

Framework agreement
An agreement setting the terms for contracts to be awarded during its term, normally capped at four years. Suppliers are admitted once, at the start. Article 33

Dynamic purchasing system
An electronic system open to new applicants for its whole validity. Requests to participate are assessed within 10 working days. Article 34

Call-off
An individual contract awarded under a framework agreement or dynamic purchasing system, competed among the admitted suppliers.

Selection criteria
Requirements on the bidder itself: financial standing, technical and professional ability, references. Assessed pass or fail before any offer is scored. Article 58

Exclusion grounds
Circumstances that bar an operator from the procedure, such as conviction for certain offences or unpaid taxes. Some are mandatory, some discretionary. Article 57

Award criteria
The published basis on which compliant tenders are ranked, with their weighting. Article 67

Most economically advantageous tender
The statutory basis for award. It is identified on price or cost together with quality criteria, not necessarily on the lowest price. Article 67

ESPD
The European Single Procurement Document: a self-declaration that the bidder meets the selection criteria and faces no exclusion grounds, with evidence produced later. Regulation (EU) 2016/7

Lot
A separately awarded division of a contract. Bidders may be permitted or required to bid for one, several or all lots. Article 46

Standstill period
The pause between the award decision and signature, during which the decision can still be challenged. At least 10 calendar days when notified electronically. Directive 2007/66/EC

Contract award notice
The published record of who won, at what value. The basis of competitor and price intelligence. Article 50

Threshold
The contract value above which the EU directives and Union-wide advertising apply. Revised every two years.

EN 301 549
The harmonised European accessibility standard for ICT procurement, incorporating WCAG 2.1 level AA for web content.

Every rule described in this guide is published law. The references below are the primary sources, so that anything here can be checked rather than taken on trust.

Legal basis

Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement: Article 27 on open-procedure time limits, Article 33 on framework agreements, Article 34 on dynamic purchasing systems, Article 40 on preliminary market consultations, Article 41 on prior involvement of candidates or tenderers, Article 58 on selection criteria including the turnover ceiling, and Article 67 on contract award criteria.

Directive 2007/66/EC amending Directives 89/665/EEC and 92/13/EEC, which introduced the minimum standstill period between the award decision and the conclusion of the contract.

Commission Delegated Regulations (EU) 2025/2151 and (EU) 2025/2152, published 23 October 2025, setting the procurement thresholds applicable from 1 January 2026 to the end of 2027.

Directive (EU) 2016/2102 on the accessibility of the websites and mobile applications of public sector bodies, and the harmonised European standard EN 301 549 V3.2.1, which incorporates WCAG 2.1 level AA for web content and is written for use in public procurement.

Research referenced in the text

1 **Bergman, M. A., & Lundberg, S. (2013).** Tender evaluation and supplier selection methods in public procurement. *Journal of Purchasing and Supply Management*, 19(2), 73–83. Provides the theoretical framework for scoring and weighting under the most-economically-advantageous-tender standard, and sets out why price-to-quality scoring is non-transparent and vulnerable to strategic behaviour.

2 **Karjalainen, K., & Kemppainen, K. (2008).** The involvement of small- and medium-sized enterprises in public procurement: impact of resource perceptions, electronic systems and enterprise size. *Journal of Purchasing and Supply Management*, 14(4), 230–240. Finds perceived shortages of legal and administrative resource, rather than product capability, associated with low supplier participation.

3 **European Court of Auditors (2023).** *Public procurement in the EU: less competition for contracts awarded for works, goods and services in the 10 years up to 2021.* Special Report 28/2023. Documents the decline in competition across Member States, the near-doubling of single bidding, the growth of direct awards, and the limited level of direct cross-border procurement.

4 **Stake, J. R. (2017).** Evaluating quality or lowest price: consequences for small and medium-sized enterprises in public procurement. *The Journal of Technology Transfer*, 42(5). Finds, on Swedish data, that awarding on the most economically advantageous tender rather than lowest price raises large-firm participation and lowers the probability that a smaller firm wins.

5 **Flynn, A., & Davis, P. (2017).** Explaining SME participation and success in public procurement using a capability-based model of tendering. *Journal of Public Procurement*, 17(3), 337–372. Two surveys of firms bidding for Irish public contracts find procedural and relational tendering capability, rather than product, accounting for success rates.

How to read this guide

The Directive sets the floor. Each member state implements it in national law and may go further, and national practice differs in ways that matter: submission portals, accepted languages, standard contract terms, and how strictly reference requirements are applied. Where this guide describes a threshold, a time limit or a ceiling, that is the European minimum and the national rule governs the specific tender in front of you.

Nothing here is legal advice. It is a commercial reading of a legal framework, written for people who have to decide whether to bid.

Viran

We make winning public sector sales easy

Public tenders are published across Europe and beyond, in dozens of national systems, in as many languages, with deadlines that can be as short as fifteen days. No sales team watches all of them, which is why capable vendors keep finding out about the right contract a week after it closed.

That is the part we run. Every week we track the public tenders across Europe and beyond, identify the ones that genuinely fit your product and the markets you can deliver in, and analyse each one against its own documents: the qualification requirements, the award criteria and their weighting, the contract terms, and a realistic read on whether it is worth your time. You get a short list you can act on and the reasoning behind every entry, including the ones we tell you to skip. And when a tender is worth pursuing, we prepare the response with you: the qualification documents, the required forms and the pricing, built around the buyer's award criteria, so your team reviews and submits rather than starts from a blank page.

If you would like to see what is currently open in your category, we are happy to walk through it.

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