

## JOINT STATEMENT

### EU Sectoral Social Partners in the Private Security Services

### In Response to the Public Consultation on the EU Public Procurement Directive

Brussels, 26 January 2026

#### Executive Summary

The Confederation of European Security Services (CoESS) and UNI Europa, EU Sectoral Social Partners in private security services, strongly welcome the revision of the EU Public Procurement Directive 2014/24. Private security is an essential service for public security and preparedness. Security companies and its workers protect Critical Infrastructure and public spaces, incl. military perimeters and mass events, and support first responders during emergencies<sup>1</sup>. Their quality and working conditions directly affect public security and European competitiveness.

Yet public procurement practices are undermining the quality of services. Across the EU, public contracts for private security services are overwhelmingly awarded based on lowest price alone, while abnormally low tenders ignore compliance with labour law and Collective Agreements. This race to the bottom erodes service quality, distorts competition, degrades working conditions and ultimately puts the resilience of protected perimeters and citizens at risk. The revision of Directive 2014/24/EU is therefore a strategic opportunity. It must address the shortcomings identified in the European Commission's 2025 Evaluation and reflect today's realities. It must deliver two objectives:

- **Simplification and flexibility:** clearer rules and simpler procedures need to ensure legal certainty.
- **Strategic procurement:** enabling authorities to use public procurement as a driver of competitiveness, quality jobs, innovation, resilience, preparedness and autonomy.

In this paper, we propose targeted and practicable amendments to the Directive that achieve both goals while enhancing efficiency of public procurement along four lines:

1. **Simplification and transparency** through an EU-wide eProcurement platform.
2. **Fair competition** by making compliance with applicable law and Collective Agreements (where they exist) a mandatory selection criterion.
3. **Competitiveness and strategic procurement** in security services through a 60/40 weighting of quality over price in contract awards, supported by a clear framework of admissible quality criteria and tripartite sectoral model contract clauses to reduce administrative burden for authorities.
4. **Contract sustainability** through mandatory price-revision clauses linked to changes in labour and tax law, Collective Agreements and high inflation.

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<sup>1</sup> This includes securing mass events such as the Olympic Games 2024, Critical Infrastructure from nuclear power plants to airports, collaboration with authorities for civil-military preparedness, and assisting first responders in emergency situations. Examples include the terrorist attacks in Paris (2015), Brussels (2016) and Manchester (2017), the COVID-19 pandemic (2020-2022), the floodings in the Valencia region (2024), and recent mass black-outs in Spain (2025) and Germany (2026).

## Shortcomings of Directive 2014/24

The European Commission has extensive evidence on the shortcomings of Directive 2014/24, including assessments by the European Parliament ([Study 2023](#) and [INI Report 2025](#)); the [European Court of Auditors](#); the European Committee of the Regions ([2019](#) and [2025](#)); and the Commission's own [Evaluation Report of the Public Procurement Directive](#) published in October 2025. These evaluations identify structural weaknesses that are particularly relevant for private security services and workers, and ultimately for preparedness and the security of European citizens.

**Simplification:** One of the core objectives of Directive 2014/24 - simplification - has not been achieved. Legal certainty has not improved and procedural flexibility remains limited, leading to:

- longer and more complex preparation and evaluation phases,
- continued reliance on formalistic procedures rather than outcomes,
- litigation risks due to persistent uncertainty for public buyers on how to lawfully apply quality-based award criteria.

As noted by the EU Commission and Parliament, these defects discourage strategic procurement.

**Strategic procurement:** Despite the Directive's aim to promote the Most Economically Advantageous Tender, procurement across the EU is still dominated by the lowest price. This approach undermines quality jobs and penalises the competitiveness of companies that invest in their workforce and technologies - ultimately weakening service quality, security and preparedness.

**About this paper:** These shortcomings are experienced daily by security companies and workers delivering essential services. They demonstrate the need for a revised framework that enhances overall efficiency of public procurement by:

- cutting administrative burden through full digitalisation, legal certainty and model clauses,
- reducing exposure to anti-competitive practices, including abnormally low tenders,
- prioritising quality over price in awards, particularly for socially responsible procurement,
- improving contract sustainability and continuity through legal certainty for price revisions.

In this paper, we make proposals on how to make public procurement in the EU more efficient and simpler, while promoting at the same time fair competition, competitiveness, SME participation, and strategic procurement. We build on the aforementioned evaluations, the [Letta](#) and [Draghi](#) Reports, and the [European Labour Authority Report on Public Procurement](#).

## 1. Simplification and transparency through eProcurement

In line with the findings of the European Commission's Evaluation Report and the Parliament INI Report, we strongly support the establishment of an EU-wide eProcurement platform as a central tool to simplify procedures, enhance transparency, improve accessibility, and reduce administrative burden for contracting authorities and businesses.

**Key features:** The platform should serve as a single-entry point for buyers and bidders, allowing:

- publication of all public tenders in one place,
- creation of a single, verified company profile reusable across procedures,
- enforcement of the “once-only” principle,
- fully digital bid submission and traceability,
- to be a resource for complementary sectoral model clauses (see pages 5 & 6).

A dedicated helpdesk should support SME participation and reduce procedural errors.

**Added value:** Our members report that although such platforms exist in EU Member States, they often remain fragmented across regions and institutions, forcing companies to register multiple times and navigate inconsistent technical requirements. In contrast, an EU-wide platform would:

- simplify participation and lower entry barriers, strengthening competition and SME-access,
- standardise workflows, speed-up information exchange, eliminate redundant submissions,
- reduce litigation, improve transparency of tender procedures and legal certainty.

National platforms with proven performance should serve as benchmarks for design and governance. Social Partners should be further consulted in the process of setting up this platform.

**Safeguards and implementation:** To avoid creating new barriers, the platform must ensure:

- high cybersecurity and data protection standards, and reliable technical performance,
- interoperability with national databases for easy verification of certificates and compliance,
- harmonised templates, model clauses for public authorities, automated completeness checks, multilingual user support and training modules.

An EU-wide eProcurement platform would be a concrete, high-impact simplification measure, improving access, competition and trust in public procurement while enabling authorities to focus on quality and outcomes rather than procedural complexity.

## 2. Fair competition: compliance with Collective Agreements and law

Compliance with sectoral and labour law, incl. Collective Agreements (in many countries generally binding), is essential for security providers to offer quality services to public authorities. Hiring non-compliant contractors in security services can result in undertrained, overworked or unvetted personnel, and significant security risks.

**Shortcomings of the current Directive:** The key weakness in enforcing labour requirements lies in Article 18(2) of the Directive. It obliges Member States to take “appropriate measures” to ensure compliance with social and labour law but leaves their definition to national discretion. As confirmed by the Commission’s 2025 Evaluation Report, this resulted in uneven enforcement. The Parliament’s 2025 INI Report calls on the Commission to clarify that the requirements in Article 18(2) are binding. The Letta Report on the Single Market rightly concludes that public procurement must foster high-quality jobs and fair competition, calling for stricter verification of economic operators, rejection of abnormally low bids, and exclusion of non-compliant companies.

**Our recommendation for changes in the legal text:** We are convinced that a simple and effective way to underline the binding character of Article 18(2) is to make compliance of bidders with labour law, legal obligations in regulated professions and Collective Agreements (according to national law and practices in industrial relations, e.g. concluded by the representative trade unions and employer organisations, or generally applicable Collective Agreements, where they exist) a mandatory selection criteria. The suitability of the bidder to pursue the professional activity must be proven and their compliance with Collective Agreements guaranteed. In line with the [Commission President’s Political Guidelines](#) to “look at all policies through a security lens”, this would strengthen public security and resilience.

**Simplification in practice:** This provision does not create additional administrative burden when it builds on existing legal obligations and uses standardised, digital verification mechanisms such as through the proposed eProcurement platform. Making compliance explicit at the selection stage does not add new requirements, but rather clarifies legal obligations, prevents corrective action at later stages, and serves the strategic goal of the EU to promote Social Dialogue. To ensure a proportionate and simple approach, compliance should be demonstrated through one of the following instruments:

- a standardised self-declaration, subject to effective sanctions in case of false statements,
- recognised certificates from Social Partner organisations, where available,
- or direct links to national databases on tax, social security and labour law compliance.

This reduces administrative burden for authorities and bidders by avoiding ex post controls and contract failures. Contracting authorities should also be encouraged to cooperate with sectoral Social Partners, where they exist, to ensure correct application of legal and collective obligations.

### 3. Competitiveness & strategic procurement: Obligation to use at least 60% quality criteria over price when buying security services

Quality should always prevail in services that protect citizens and Critical Infrastructure. Public authorities contracting security services must therefore prioritise quality over lowest price. Yet data and estimates of our members confirm that public contracts for private security are still largely awarded solely on price. Available evidence, including the European Commission's 2025 Evaluation Report, confirms that the use of social, innovation and sustainability criteria remains limited in practice.

**Shortcomings of the current Directive:** The problem in the current Directive lies in Article 67, which only recommends the consideration of social aspects or “*quality, including technical merit*” with a link to the subject matter of the contract, without clarifying it. The text hence allows that any quality criteria can be judged as not linked to the contract's subject matter - creating legal uncertainty for public buyers. As a result, awarding contracts based on the lowest bid remains prevalent, turning tenders into auctions and preventing best value procurement - with serious consequences:

- unfair competition and abnormally low bids, jeopardising effective contract execution,
- restricted competition, particularly discouraging SMEs that cannot compete on price but specialised services, and leaving companies that invest in quality jobs, their workers and the uptake of critical technologies with a competitive disadvantage,
- higher risk of undeclared work, as highlighted by the [European Labour Authority](#),
- erosion of quality, safety and social standards, sending a negative signal to the market,
- higher human, economic and legal costs, including contract failure and litigation risks.

In private security, these failures translate directly into real security risks. They also contradict the EU's evolving priorities on economic security, strategic autonomy, resilience and preparedness. This constitutes a regulatory failure of the current Directive, as also underlined by the [Letta](#) and [Draghi](#) reports, which call for public procurement to prioritise quality, social value and innovation over price.

#### **Our recommendations for changes in the legal text:**

- **Mandatory Price-Quality Ratio:** The Most Economically Advantageous Tender should be based on the best price-quality ratio, with quality criteria prevailing over price and carrying a minimum weighting of 60% in security service contracts, supported by at least two qualitative award criteria. This ensures legal certainty for contracting authorities while preserving price as a relevant factor. Quality should be assessed through transparent scoring based on social, sustainability, innovation and resilience criteria. To increase legal certainty, the Directive should clarify which quality criteria can always be considered indifferent of the subject matter, including Collective Agreements.
  - Where currently no generally applicable (sectoral) Collective Agreement exists, contracting authorities shall take into account previously applicable sectoral Collective Agreements as a quality award criterion.
  - In Member States where no (sectoral) Collective Agreements existed, contracting authorities should preferably consider other applicable Collective Agreements, such as company-level agreements, where available, as one of the minimum quality award criteria.

- **Structured Market Dialogue:** The Directive should provide a stronger legal basis for dialogue between contracting authorities and the market. Early dialogue - before tender design - and structured interaction during award procedures would simplify procurement and facilitate quality-based awards in security services, including through cooperation with Social Partners, innovation partnerships and design contests as per Art. 78-82.
- **Sectoral model contract clauses:** The Directive should enable EU Sectoral Social Partners to develop additional non-binding sectoral model contract clauses with possible quality criteria. Developed in a tripartite way (EU Sectoral Social Partners and European Commission), these could be uploaded on the eProcurement platform and would help contracting authorities to identify appropriate award and execution criteria, enhance legal certainty, reduce administrative burden, and operationalise strategic procurement. Authorities would benefit from “ready-to-use” criteria, while bidders gain clarity and predictability. Such an initiative would build on sectoral Best Value Guides funded by the EU and developed by EU Sectoral Social Partners<sup>2</sup> and promote both ISO/CEN Standards as well as existing national quality schemes in our sector.

**Simplification in practice:** Sectoral model contract clauses agreed by sectoral Social Partners with the legal assistance of Commission services are a tool for simplification. They allow for simple and established mandatory horizontal rules in the legal text and enable contracting authorities to rely on additional “ready-to-use” list of standardised, sector-specific award and execution criteria. As laid out in the Parliament’s INI Report, standardised criteria can enhance SME participation and lead to shorter, more consistent tender documents. Criteria should be based on documentation that companies already hold, stored in verified company profiles on the EU eProcurement platform. The eProcurement platform could also be the interface where these model contracts are accessed by public authorities, facilitating structured market dialogue. Other model clauses can define criteria that should not be used, e.g. if they are detrimental to workers health and safety<sup>3</sup>, and provide templates for clear and balanced penalty<sup>4</sup> and liability clauses<sup>5</sup>. The European Commission has the power to work together with the EU Sectoral Social Partners to develop these tools which would simplify public procurement processes for authorities and bidding companies. In doing so, the Commission and EU Social Partners would address capacity gaps in contracting authorities and embed sectoral expertise into procurement processes - enhancing simplification, legal certainty and quality. Clauses could be adapted by national Social Partners to align with national law and sectoral specificities, further reducing administrative burden for public authorities.

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<sup>2</sup> The EU-funded guide “Buying Quality Private Security Services” is available at [www.securebestvalue.org](http://www.securebestvalue.org)

<sup>3</sup> such as different working hours than indicated in the tender document

<sup>4</sup> penalties in many tenders are set too high (up to €200k in European tenders). This leads to inappropriate risks and can negatively impact quality. In general, greater emphasis on quality parameters in tenders can prevent the need for excessive penalties. It is therefore desirable to specify a limit on the amount of penalties, as some penalties are often irrelevant or disproportionate.

<sup>5</sup> In many public contracts, liability requirements are disproportionate to the actual risks, sometimes even unlimited and exceeding insurance limits, and often extend to damages that security companies cannot realistically control - including damages caused by third parties, force majeure situations, or failures on the client’s side. This leads to high insurance costs, excludes many SMEs from bidding, and ultimately distorts fair competition. Clear, proportionate and insurable liability limits would help create a more balanced and competitive procurement environment.

#### **4. Contract sustainability: Mandatory price revision clauses reflecting changes in Collective Agreements and labour law.**

Multi-year contracts for essential, labour-intensive services require more legal certainty on price revisions. In private security, wages and statutory charges account for the majority of costs. When Collective Agreements, labour or fiscal law change, or when inflation spikes, the cost base of an ongoing contract can shift substantially. Without clear rules on price adjustment, such changes disrupt the equilibrium between contractors and suppliers. This threatens the financial sustainability of SMEs, incentivises corner-cutting, and ultimately risks the continuity and quality of security services.

**Shortcomings of the current Directive:** The European Commission's Evaluation Report rightly states that the current modification regime had failed to meet its simplification objectives. Also the Parliament's INI Report supports contract pricing flexibility and the introduction of provisions that allow price adjustments in response to disproportionate cost increases that the bidder could not reasonably have anticipated. Indeed, Article 72 of Directive 2014/24 allows contract modifications but provides no legal certainty on adapting contracts to cost shocks in labour-intensive, multi-year service contracts, such as changes in Collective Agreements, labour or fiscal legislation, and exceptional inflation rates. Recent years have illustrated these gaps:

- Taxes and social security costs on businesses were raised in multiple EU Member States.
- The past years saw exceptional and unforeseen peaks in inflation, leading to a substantial increase in operational costs such as gas and product prices.
- As per [Eurofound](#), Statutory Minimum Wages increased substantially in Europe. In our sector, Social Partners adopted in Collective Agreements significant wage increases of >10%.

As contracts stand today, these additional costs are often borne entirely by the supplier, undermining the viability of compliant operators and disadvantaging SMEs. This also distorts competition, as non-compliant providers may offset shrinking margins at the expense of workers and service quality.

**Our recommendation for changes in the legal text:** The revision should require that multi-year contracts include mandatory (but conditional) price revision clauses, limited to verifiable, objective cost drivers and subject to transparency safeguards. At minimum, price revision should be triggered when there is a demonstrated link to:

1. Changes in Collective Agreements that affect wage costs, applicable from their effective date, eventually limited to national inflation rates.
2. Changes in fiscal and labour legislation that directly affect the cost-of-service delivery.
3. National annual inflation rates above the 2% target of the European Central Bank, e.g. in form of automatic indexations.

Revisions must compensate full, but only actual, evidenced additional costs, duly justified by the supplier.

**Simplification in practice:** To ensure consistency and avoid administrative burden, the Directive should provide for a standardised EU methodology for price revisions, including:

- clear triggers for automatic annual adjustments,



- transparent calculation models, separating labour costs from other cost components,
- rules for rapid (including retroactive) adjustments in case of mid-year changes in law or Collective Agreements.

Where Collective Agreement drive revisions, contracting authorities should be encouraged to consult sectoral Social Partners (where they exist) to support correct interpretation and reduce disputes.

Documentation should remain simple and proportionate, relying on official indices, legal acts and documents companies already hold (e.g. Collective Agreements, social security contributions, wage data). Only verifiable additional costs with a direct link to contract execution should be eligible, ensuring effective control without excessive administrative burden for authorities or suppliers.

### **About CoESS**

The Confederation of European Security Services (CoESS) is recognised by the European Commission as the EU employers' organisation representative in the private security services, covering 23 national associations in Europe and representing 45,000 companies with 2 million security officers.

### **About UNI Europa**

UNI Europa is the voice of 7 million service workers in 13 sectors that constitute the backbone of economic and social life across Europe – including private security. We coordinate the European Works Councils in the sector and European sectoral Social Dialogue committees.





## JOINT STATEMENT

### on the revision of the EU Public Procurement Directive 2014/24

EU Sectoral Social Partners in the private security, contract catering, cleaning and facility management services

*Brussels, 26 January 2026*

With this Statement, we jointly respond to the European Commission's Consultation on the revision of EU Public Procurement Directive 2014/24 and underline the urgent need for its revision.

Our sectors provide essential services to millions of European citizens that are fundamental for their health, security and wellbeing. They rely significantly on public clients, ranging from Critical Infrastructure to government facilities and public services such as healthcare and education. Therefore, the revised framework should lead to better rules that help the private security, contract catering, cleaning and facility management sectors perform their essential and social function, as recognized during the COVID-19 crisis. In our view, the revised procurement rules must preserve contractual and economic equilibrium in labour-intensive services such as ours, where structurally low margins and long contract durations are the norm, in order to ensure service continuity, quality, and compliance with social and labour standards.

Moreover, the current Directive hinders the implementation of EU strategic goals such as socially responsible procurement and undermines the economic sustainability of our sectors. This is due to the over-reliance on the cheapest price, the lack of effective price revision mechanisms, the use, in the contract catering, of rigid sustainability criteria without adequate consideration of feasibility and costs (e.g. over-reliance on limited supply of premium organic products), and the persistence of abnormally low tenders. Extensive data and research from the EU institutions and their agencies



show that public procurement is mainly price-driven. It can be estimated that at least two thirds of public contracts in the EU do not have any social aspects – which weakens Collective Bargaining and incentivises a race to the bottom in working conditions and quality in essential services provided to European citizens. Fair competition can only be ensured by making compliance with applicable law and Collective Agreements (where they exist) a mandatory selection criterion. In our sectors (catering, cleaning and security), the absence of predictable price revision clauses - especially when wages change through collective agreements or legislation, or during periods of high inflation - forces providers to absorb external cost shocks and undermines investment in training, quality and sustainability, further driving the race to the bottom.

We see legal uncertainty created in Art. 18.2, 67, 69 and 72 as root causes for this problem and call for legal action that simplifies the current legal framework while effectively promoting socially responsible public procurement and the sustainable provision of essential services.

Concretely, we recommend:

- 1. Strengthen the mandatory social clause in Article 18.2 and ensure that public contracts are only awarded to bidders that comply with labour legislation and Collective Agreements (where they exist).** We are convinced that a simple and effective way to underline the binding character of Article 18(2) is to make compliance of bidders with labour law, legal obligations in regulated professions and Collective Agreements (according to national law and practices in industrial relations, e.g. concluded by the representative trade unions and employer organisations, or generally applicable Collective Agreements, where they exist) a mandatory selection criteria.

It should be explicitly stated that Collective Agreements can never be considered a discriminatory measure in public contracts and that Member States must fight abnormally low tenders and ensure that contractors comply with applicable labour law and Collective

Agreements (according to national law and practices in industrial relations, e.g. concluded by the representative trade union and employer organisations, or generally applicable Collective Agreements, where they exist) as mandatory selection criteria in Articles 18.2 and 67. The Article leaves it however to the discretion of national law to define “adequate measures” and does not provide legal certainty in its implementation – making it possible for public buyers to award contracts based on the cheapest offer only and to ignore Collective Agreements, facilitating abnormally low tenders. The Directive currently only mandates Member States to take “appropriate measures” to ensure that in the performance of public contracts operators comply with obligations in the fields of social and labour law, including Collective Agreements.

**2. Provide in Article 67 legal certainty for public buyers on awarding contracts based on quality criteria, including by banning the awarding of contracts solely on price and by enabling contracting authorities to give priority to bidders who guarantee good working conditions for their own workers.**

The revision should mandate the use of quality awarding criteria, encapsulated in the notion of the “economically most advantageous offer”, as outlined in the EFFAT-FoodServiceEurope<sup>1</sup>, UNI Europa-EFCE<sup>2</sup> and UNI Europa-CoESS Best Value<sup>3</sup> guides. This requires an adequate definition of the MEAT criterion that necessarily includes quality criteria other than price. Currently, Article 67 provides that the MEAT criterion ‘may include the best price-quality ratio, which shall be assessed on the basis of criteria, including qualitative, environmental and/or social aspects, linked to the subject-matter of

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<sup>1</sup> Choosing Best Value in Contract Catering: <https://contract-catering-guide.org/wp-content/uploads/2019/09/Catering-Services-Best-Value-Guide-EN-Web.pdf> (EU-funded)

<sup>2</sup> Best Value Guide for the Cleaning sector: <http://www.uni-europa.org/wp-content/uploads/2018/10/Selecting-Best-Value-English.pdf> (EU-funded)

<sup>3</sup> Securing Best Value: <https://www.securebestvalue.org/> (EU-funded)

the public contract in question'. Therefore, Article 67 not only allows for tenders to be awarded based on price only but allows contracting authorities to claim they are basing their decisions on a MEAT criterion when their decision is explicitly based only on price. Additionally, Article 67 currently only recommends the consideration of social aspects with a link to the subject matter of the contract – without clarifying the latter. As a consequence, it allows that any social criteria can be judged as not linked to the subject matter of the tender and therefore do not qualify as an applicable award criterion. The use and correct implementation of socially responsible procurement requires therefore the willingness and confidence from the contracting authorities to use quality awarding criteria. This needs to be fixed during the revision of the Directive, e.g. through a mandatory 60/40 quota of quality criteria outweighing price in the award of contracts - including legal certainty for public buyers on the definition of MEAT criteria / which awarding criteria they are allowed to use. In addition to the above points, we propose that the Directive provides sectoral Social Partners with the possibility to develop contract model clauses in partnership with the European Commission that identify applicable awarding and execution criteria for each sector, **simplifying the task for** public authorities and reducing administrative burden for both buyers and bidders. This is particularly important for our sectors, where labour costs dominate and quality outcomes (security, hygiene, food safety, infection prevention, occupational safety, training and retention) are directly impacted when awards are driven by the lowest price.

3. **Adopt a definition of abnormally low tenders at EU level in Article 69 to ensure their exclusion.** We regret the lack of definition at EU level of objective criteria for the identification of abnormally low tenders which would bring clarity and additional legal certainty. Thus, we suggest a definition of abnormally low tenders whereby an offer is to

be considered abnormally low when the price or costs charged is more than 20% lower than the average cost or price of the other tenders. In addition, where tenders appear to be abnormally low for any other reason, contracting authorities should still be required to request economic operators to explain the price or costs charged.

4. **Establish in Article 72 legal certainty for price revision mechanisms tied to changes in Collective Agreements, labour and fiscal law, significant increases in raw material and energy costs, and annual inflation rates above the 2% target of the ECB.** The current absence of legal certainty regarding price revisions threatens the financial sustainability of our sectors, impacting working conditions for essential workers and the quality and continuity of essential services. In labour-intensive services with long contract durations, the absence of effective and predictable price revision mechanisms prevents contracts from adapting to objective and external cost increases that are beyond the control of service providers. Moreover, the revised rules should end the forced extension of contracts in some sectors and countries. Operators must be granted the right to renegotiate contracts before any extension is imposed, in order to preserve contractual equilibrium and ensure continued provision of high-quality services.
5. **Structured Market Dialogue:** The Directive should provide a stronger legal basis for dialogue between contracting authorities and the market. Early dialogue - before tender design - and structured interaction during award procedures would simplify procurement and facilitate quality-based awards in security, contract catering, cleaning and facility management services, including through cooperation with Social Partners, innovation partnerships and design contests as per Art. 78-82.