

Rigged Tenders – When Competitive Bidding Becomes an Illusion



Procurement and Supply Chain Management Made Simple.

Foreword

Competitive tendering assumes independent bids and genuine alternatives. Bid rigging quietly destroys that assumption while keeping its outward shape intact. UK public-sector procurement expenditure reached approximately £461 billion in 2025/26 – equivalent to around a third of public spending – so even a small erosion of genuine competition carries a substantial cost to taxpayers, and to private buyers who rely on the same tendering discipline.

The damage extends well beyond price. Collusive bidding can suppress quality, blunt innovation, restrict market access and quietly corrode confidence in procurement decisions across both sectors. Buyers may believe rivalry has tested value for money when none existed. Where the same suppliers meet repeatedly, coordination can embed itself for years within relationships that look, on paper, like routine competitive purchasing.

Bid rigging takes several recognised forms: cover pricing, bid suppression, bid rotation, deliberately uncompetitive tenders and market sharing. These techniques can operate alone or in combination, often reinforced by compensation payments, future work or subcontracting. Their power rests on deception – buyers must believe rivals are competing independently while, privately, those rivals have replaced uncertainty with an agreed, protected outcome.

Some markets make coordination easier to organise and sustain. Concentrated supply, predictable demand, high entry barriers, repetitive tender lists and entrenched incumbency all help competitors recognise one another and settle into stable patterns. Publishing more commercially sensitive information than necessary can strip away the uncertainty that keeps rivals honest, particularly when approved lists remain closed, or suppliers feel obliged to bid regardless of their appetite.

Protecting competition demands more than collecting several quotations or following a compliant process. Procurement teams need to understand market structure, encourage credible participation, manage information carefully and recognise behavioural patterns across competitions. Withdrawals, predictable winners, repeated losers, unexplained subcontracting and stable allocations may each have an innocent explanation, but together they can expose coordinated conduct that a single tender file would never reveal.

What Is Bid Rigging?

Bid rigging occurs when businesses expected to compete instead coordinate secretly to decide who wins, at what price, or to what standard. The tender can still look competitive – several apparently separate bids arrive – while rivalry has quietly been switched off. Agreements might predetermine a winner, inflate other bids, engineer withdrawals, or divide the market, allowing competitors to protect margins while narrowing the buyer's negotiating room.

The deception is hard to spot precisely because every procedural step still happens. Invitations go out, tenders arrive, evaluation is completed, a winner emerges. Behind that routine, however, competitors may already have agreed who should win and how everyone else should behave. Cover pricing, suppression and rotation each manufacture a plausible-looking field of independent bids while quietly substituting a collectively engineered result.

The scale to which such conduct can extend was demonstrated in 2009, when the Office of Fair Trading found that 103 construction firms had engaged in bid rigging across 199 tenders between 2000 and 2006. Combined fines exceeded £129 million – then the largest cartel penalty imposed by a UK competition authority – covering projects worth more than £200 million, including schools, hospitals, universities and private housing developments.

A separate CMA investigation later showed comparable conduct involving both public and private buyers. In March 2023, ten construction firms were fined nearly £60 million for rigging bids across 19 demolition and asbestos-removal contracts worth over £150 million, awarded between 2013 and 2018 for sites including a Metropolitan Police training centre, Oxford University, Bow Street Magistrates' Court and Selfridges.

Both cases now sit within a considerably tougher legal framework. Since the Procurement Act 2023 came fully into force in February 2025, a supplier found by the CMA or another relevant regulator to have engaged in cartel conduct, such as bid rigging, may fall within a mandatory exclusion ground. The central debarment regime can also result in exclusion from covered public procurements for up to five years.

The scale of what is at stake is not confined to the UK. The OECD estimates that public procurement accounts for around 13% of GDP across its member countries, and its research suggests that successful bid-rigging cartels can inflate prices by around 20% compared with genuinely competitive tendering – a level of harm that helps explain why detection now matters as much to commercial reputation as to legal compliance.

Cover Pricing

Cover pricing happens when a bidder deliberately submits a tender designed to lose, usually because competitors have already agreed who should win. The losing bid may be inflated or otherwise weakened just enough to look credible without threatening the chosen supplier. Buyers therefore receive what appears to be several independent offers while competitive pressure has quietly disappeared, allowing the intended winner to charge more than a genuinely contested tender would allow.

The construction sector exposed the practice at scale: cover pricing accounted for most of the OFT's 2009 findings, and in eleven separate tendering rounds every losing bid submitted was a cover bid, meaning the nominal winner faced no genuine rival at all. A firm that submitted a deliberately uncompetitive price could remain on a client's approved list for future work, quietly entrenching the same behaviour.

A later CMA case showed how precisely rivals can choreograph a losing bid. One demolition firm supplied a competitor with its own pricing document and instructed it to "go some 8% to 10% above this"; a different rival was told to price "10% to 12% above." In a separate exchange, a firm was warned that its bid was "far too close" and needed to increase substantially, while the other's bid decreased.

Cover pricing damages a tender even where the intended winner might genuinely have been the strongest bidder, because it removes every incentive for rivals to sharpen their pricing, improve quality, or offer better delivery terms. It can also mislead buyers into believing a tender list is more competitive than it actually is, discouraging them from inviting additional, genuinely independent suppliers who might otherwise have bid for the work.

Bid Suppression

Bid suppression occurs when competitors agree that one or more of them will not tender, decline an invitation, or withdraw a bid already submitted, narrowing the field that a favoured supplier faces. Unlike cover pricing, no artificial losing bid is necessarily needed – the manipulation removes rivals from contention, improving the designated winner's prospects while weakening the buyer's ability to secure genuine value.

The OECD's 2025 Guidelines for Fighting Bid Rigging in Public Procurement identify suppression as one of the principal collusive techniques, alongside cover pricing, rotation and market allocation. A buyer might invite several capable firms yet receive only one or two genuine tenders because competitors have privately agreed to stand aside – a pattern that can affect public authorities and commercial buyers alike, particularly within small, familiar supplier pools.

The US Department of Justice has prosecuted dozens of real estate investors for using this exact mechanism at public foreclosure auctions across Alameda, Contra Costa, San Francisco, San Mateo, and San Joaquin counties in California. Conspirators agreed not to bid against one another, then held secret secondary "rounds" auctions to divide the resulting profit; more than 65 individuals had pleaded guilty or been convicted in the investigation by 2017.

Genuine reasons for non-participation exist – insufficient capacity, unsuitable specifications or shifting commercial priorities can all explain a declined invitation. Concern grows where the same businesses repeatedly abstain, withdraw unexpectedly, alternate participation, or later receive subcontracts from the eventual winner. UK procurement guidance treats non-participation by likely bidders as a possible red flag warranting closer pattern analysis rather than automatic suspicion.

Bid Rotation

Bid rotation occurs when competitors agree to take turns winning contracts rather than competing independently each time. Participants may all submit tenders, but the designated winner offers the strongest price, while the others deliberately lose, thereby distributing contracts, values, or market share among themselves by agreement. Individual procurements can look entirely competitive even though the sequence of outcomes has been settled well in advance.

The OECD notes that conspirators may rotate an equal number of contracts, an equal value, or a share reflecting each firm's market position, often disguising the pattern by combining rotation with cover pricing or suppression. A single tender may reveal nothing unusual to a buyer examining it alone; only by reviewing awards across several years does a suspiciously predictable sequence of winners emerge.

A 2020 US case illustrates the mechanism precisely. The Department of Justice charged Carter Brett, an account executive at a large flooring manufacturer, with orchestrating a bid-rotation conspiracy among three commercial flooring installation firms so that a designated company would win contracts at a Chicago-area community college between 2013 and 2017, alongside a parallel kickback scheme run through a shell company he controlled.

Rotation can affect public and private buyers wherever contracts recur. The Department of Justice notes that conspirators may divide work by an equal number or value of contracts, by market share, or by operational convenience, thereby stabilising cartel members' revenues while denying the buyer the price pressure, innovation, and service improvements that genuine rivalry should generate over a series of tenders.

Detection, therefore, depends on reading procurement history as a pattern rather than judging each tender in isolation. Predictable alternation between winners, stable market shares, recurring losers and suppliers winning roughly equal shares of work can each have an innocent explanation individually, but rotation combined with cover bids, withdrawals, subcontracting or direct contact between competitors gives investigators considerably stronger grounds to act.

Complementary and Deliberately Uncompetitive Bids

Complementary bids are tenders deliberately designed to lose while giving a procurement the appearance of genuine rivalry. A supplier might submit an excessive price, unacceptable contractual terms, incomplete compliance information, or a weakened technical response because another competitor has already been chosen as the winner. The defining feature is coordination: the bidder is not genuinely competing but is only supporting an agreed outcome.

US antitrust guidance describes complementary bidding as competitors submitting deliberately unattractive offers, sometimes engineered to fail tender requirements outright, so that a chosen conspirator wins. Their presence can reassure a buyer that adequate competition exists – particularly where procurement rules require several quotations – while concealing the fact that only one participant ever submitted a genuinely competitive proposal.

The UK demolition cartel discussed above is a clear domestic example. The CMA found that firms submitted bids deliberately priced to lose and, on occasion, offered a deliberately poorer service, creating the appearance of independent alternatives to predetermined winners across both public and private sites affected by the scheme.

A deliberately uncompetitive bid should never automatically be read as evidence of collusion. High prices can reflect genuine capacity constraints, mobilisation costs or reluctance to accept onerous terms, while a weak quality response may reflect poor tendering. Suspicion strengthens where losing bids show recurring price gaps, implausible qualifications, identical drafting errors or unusual pre-tender contact between competitors.

Compensation for Losing Bidders

Compensation arrangements arise when a bidder that has agreed not to compete genuinely receives something of value from the predetermined winner – a direct payment, a subcontract, future work, a consultancy fee, or another benefit. These arrangements sustain a cartel because losing participants still profit from cooperating, which reduces any incentive to break ranks and submit an independently competitive tender.

Compensation is conceptually distinct from the other techniques already described. Rotation decides whose turn it is to win; cover pricing manufactures a losing tender; suppression removes a rival altogether. Compensation instead rewards cooperation after, or alongside, those arrangements, and government guidance is explicit that several mechanisms frequently operate together within a single procurement exercise.

The OFT's 2009 construction investigation, discussed above for its scale, also found six compensation payments ranging from £2,500 to £60,000, facilitated by false invoices. Modest compared with the sums seen more recently, these payments nonetheless showed that even a cover-pricing-led scheme can be reinforced by a secondary layer of financial reward for cooperating losers.

The later demolition cartel showed compensation operating at a far larger scale. Five of the ten firms were, on at least one occasion, involved in arrangements compensating designated losers, with one payment exceeding £500,000; false invoices again disguised the true purpose. The disparity between the two cases, sixteen years apart, illustrates how compensation sums have grown alongside contract values.

Subcontracting can achieve the same economic effect without a cash payment changing hands: a supplier may agree to stand aside, submit a cover bid or weaken its tender in

exchange for work from the eventual winner. It is not inherently suspicious, since genuine capability or capacity reasons often justify it, but recurring, unexplained transfers of work to previous losers merit closer scrutiny.

Subcontracting Between Supposed Competitors

Subcontracting between competitors is common and often entirely legitimate, particularly where specialist capability, regional coverage or extra capacity is genuinely required. Concern arises when a bidder that competed unsuccessfully subsequently receives substantial work from the successful supplier with no clear operational justification. OECD guidance identifies this pattern as a possible warning sign, because subcontracting can sometimes reward a competitor that had agreed not to compete independently.

UK guidance similarly flags cases where a winning bidder later subcontracts work to a supplier that submitted a higher tender as a possible indicator of bid rigging. Concern strengthens where the same firms repeatedly swap prime and subcontract roles, unsuccessful bidders receive disproportionate work, or participation across a series of tenders appears choreographed rather than independently decided by each party.

Subcontracting alone never establishes unlawful coordination. A winning contractor may genuinely need specialist expertise, local labour, equipment or extra resources that a competitor can supply efficiently. Procurement teams should examine context, rationale and patterns over time rather than infer collusion from a single appointment, focusing scrutiny on subcontracts that follow predictable outcomes or lack transparent justification.

Supply chain visibility is now easier to test than it once was. Under the Procurement Act 2023, larger public contracts carry greater transparency requirements regarding subcontracting arrangements, while unexplained work flowing to previously unsuccessful bidders is the type of anomaly that increasingly sophisticated data analytics can help procurement teams and competition authorities identify in tender data.

Dividing Contracts by Geography, Customer or Work Type

Market allocation occurs when competitors divide opportunities between themselves by geography, customer, contract or work type, agreeing not to compete genuinely outside their allotted territory or account. The arrangement may involve abstaining from certain tenders, submitting cover bids, or deliberately weakening an offer so the designated supplier wins, preserving established market shares and customer relationships at the buyer's expense.

Geographical allocation can produce suspiciously stable regional winners; customer allocation lets suppliers retain particular clients without serious challenge; work-type allocation can see businesses informally reserving specialist services or contract categories for different cartel members. Individual outcomes may each look commercially plausible, but a pattern across procurements can reveal that competitors rarely challenge one another's established territory.

The UK water-tank cartel clearly illustrates customer allocation. The CMA found that three suppliers of galvanised steel water tanks – used for water storage in schools, hospitals and other buildings – had shared the market, fixed prices and rigged bids between 2005 and 2012, and fined them a combined £2.6 million; a fourth participant escaped any fine after reporting the cartel under the CMA's leniency programme.

Private-sector tendering is equally exposed. In 2018, the CMA fined two of the main suppliers of bagged household fuels, CPL and Fuel Express, more than £3.4 million for rigging tenders to supply Tesco and Sainsbury's: for each contract, one supplier deliberately submitted a higher, losing bid so the existing supplier could retain its customer, protecting an established relationship from genuine competition.

Multiple Forms of Collusion in the Same Tender

Collusive tendering rarely depends on a single technique. Competitors can combine suppression, cover pricing, rotation, market allocation, and compensation within a single

procurement or across a continuing series of contracts. One supplier may be selected to win, another may submit an inflated bid, a third may withdraw, and unsuccessful participants may later receive payment or subcontract work, together manufacturing convincing evidence of competition while secretly controlling the outcome.

The OECD's 2025 Guidelines are explicit that these techniques are not mutually exclusive: cover bidding can support a rotation arrangement, market allocation can determine which supplier receives which customers or regions, and suppression can remove unwanted rivalry so that cover bidders alone preserve the appearance of competition. Compensation then distributes the resulting cartel profits and discourages anyone from breaking ranks.

A simple version might begin with competitors allocating a contract to Supplier A, while Supplier B submits a cover price well above A's, Supplier C declines to bid, and Supplier D withdraws before evaluation. On the next contract the roles rotate. Over time, work can be divided by value, geography or customer, giving each participant an agreed share without ever appearing to coordinate.

The UK water-tank cartel already discussed is a good illustration of overlap in practice: the same three suppliers were found guilty simultaneously of price-fixing, market sharing and bid-rigging, quoting a lower price only for customers already allocated to them while rivals quoted higher "shadow" prices to preserve the appearance of a contest that had, in reality, already been decided in advance.

The demolition and construction cases introduced earlier in this article showed the same overlap: cover bidding sat alongside compensation payments in the demolition cartel, just as cover pricing sat alongside compensation payments in the 2009 construction case, sixteen years apart. That consistency – a headline technique reinforced by a secondary payment mechanism – is itself a recognised warning sign for investigators.

For procurement teams, the lesson is to weigh suspicious indicators collectively rather than in isolation. A declined invitation may be legitimate, an expensive bid may reflect real costs, and subcontracting may have sound reasons. Concern grows when these features recur alongside predictable winners, territorial patterns, unusual withdrawals or payments between competitors – connected signals that no single tender document would expose alone.

Conditions That Make Collusion Easier

Collusion becomes easier where only a handful of credible suppliers can meet a buyer's requirements. High market concentration reduces the number of relationships a cartel must manage and makes any deviation easier to spot. The OECD identifies concentrated markets, similar supplier structures and limited entry as key facilitating conditions: where rivals know one another well and face few outside challengers, coordinating prices or winners becomes considerably easier to arrange and sustain.

Repeated procurement creates additional opportunities, since the same suppliers meet frequently and can share contracts over time. Predictable demand lets participants anticipate future opportunities, rotate winners, and discipline a business that breaks ranks by competing aggressively. The risk is acute for recurring public contracts, maintenance programmes and framework call-offs, but private buyers purchasing the same goods repeatedly face comparable exposure.

Standardised requirements can compound the risk because competitors have fewer variables left to disagree on, while high entry barriers – capital requirements, specialist accreditation, scarce equipment or lengthy qualification processes – shield incumbents from disruptive newcomers. Poorly designed qualification criteria that unnecessarily exclude SMEs or alternative delivery models can unintentionally reinforce exactly the conditions that make coordination easier to sustain.

The CMA's ongoing investigation, opened in December 2024 and expanded in January 2026, into suspected bid rigging involving roofing and construction services shows that these risks

can persist even within closely regulated markets. Its scope now extends beyond Department for Education school-improvement contracts to work supplied to other public and private-sector bodies. No findings of wrongdoing have been made yet, but the investigation reinforces the need for scrutiny in concentrated, repeat-tender markets.

When Transparency Can Assist Collusion

Transparency is essential to accountable procurement, allowing suppliers, auditors, taxpayers and other stakeholders to see how opportunities are advertised, evaluated and awarded. But transparency is not the same as unrestricted disclosure. The OECD warns that information exceeding legal or operational needs can facilitate collusion: where rivals learn who is bidding, what others are charging, or how future demand will arise, uncertainty between them falls sharply.

The danger is greatest in repeated markets, where information from one competition helps cartel members police the next. Publishing bidder identities, detailed losing prices, scoring data or precise future procurement values can reveal whether participants followed an agreed rotation or pricing structure. The OECD's 2025 Guidelines recommend avoiding the routine disclosure of bidder identities, reconsidering public bid openings, and controlling the release of sensitive information after award.

UK public procurement requires openness, but the framework recognises legitimate commercial sensitivity. Guidance under the Procurement Act 2023 identifies detailed pricing, profit margins, overheads, financial models, and information affecting future re-bids as potentially sensitive; contracting authorities must balance disclosure against the public interest rather than automatically withhold it, aiming to ensure scrutiny of spend without exposing a supplier's competitive strategy.

Private buyers face the same risk despite different publication duties. Revealing incumbents' rates, competitors' identities or confidential bid information during debriefs or supplier meetings can inadvertently facilitate coordination, and CMA guidance confirms that competitively sensitive information can restrict competition even when exchanged indirectly through an intermediary, including a public authority acting as an unwitting conduit between rival bidders.

A 2016 CMA investigation into UK modelling agencies shows how damaging visibility of rivals' pricing intentions can be even outside formal procurement. Five agencies and their trade association were fined £1,533,500 for regularly exchanging pricing information and sometimes agreeing minimum fees when negotiating with fashion retailers between April 2013 and March 2015, replacing independent commercial judgement with coordinated behaviour.

Effective transparency, therefore, requires judgement: enough information to support scrutiny, fairness, and market access, but not so much that it gives competitors a monitoring system. Supplier questions can be answered anonymously, bidder identities can be withheld during the competition, and procurement plans need not reveal every value and timing in advance. The principle is simple – transparency should expose the buyer's decisions, not the market's behaviour.

Incumbency and Closed Supplier Markets

Incumbency becomes a competitive risk when buyers repeatedly invite the same suppliers and rarely test whether credible alternatives exist. Familiarity can reduce transaction costs and reassure about delivery, but a stable bidder group also allows competitors to observe one another closely over time. The OECD warns that repetitive bidding and limited entry can help suppliers allocate contracts, monitor compliance and discipline rivals who break ranks.

Closed supplier markets can emerge through narrow frameworks, restrictive approved lists or disproportionate qualification requirements that keep new businesses out. Excessive turnover thresholds, unnecessary experience requirements or lengthy accreditation processes can unintentionally protect incumbents. OECD guidance recommends opening tenders to as many

credible suppliers as possible and ensuring pre-approved lists can readily accept new entrants, including mid-procurement wherever practicable.

Repeated tender lists strengthen coordination because competitors learn one another's pricing patterns, capacity and appetite for work. Where the same firms compete for predictable contracts, rotating winners or preserving customer relationships becomes easier, while new entrants disrupt that stability by introducing genuine uncertainty. The OECD treats a significant price drop following a bid from a new or infrequent supplier as a possible sign that prior competition had been constrained.

The UK office fit-out cartel demonstrates the danger of a narrow, familiar market. Between 2006 and 2017, six firms used cover bidding across 14 refurbishment contracts in London and the Home Counties, with clients including a low-cost airline, a City law firm and a further-education college in East London; five of the six were fined a combined £7 million, while the sixth escaped any penalty by reporting the conduct first.

Incumbency is not itself evidence of collusion, and repeat appointments may reflect strong performance or genuine value. Risk rises when incumbents face little new competition, tender lists change little, regular bidders divide wins predictably, or unsuccessful firms continue to participate despite having no realistic prospects. Refreshing supplier pools, applying proportionate entry criteria and researching wider markets all help reduce that exposure over time.

Procurement Practices That Accidentally Encourage Cover Bidding

Procurement practices can unintentionally encourage cover bidding when suppliers feel obliged to participate despite having little interest in winning. A business may fear removal from an approved list or damage to a customer relationship if it repeatedly declines invitations, so instead of a competitive tender it offers an intentionally high or weak one, creating the appearance of competition without any real competitive pressure behind it.

The CMA specifically advises procurers to avoid tender-list management that pushes firms to bid when they do not want the work. Requiring three quotations achieves little if two suppliers participate merely to protect their status. A CMA survey of the construction sector found only 6% of firms were familiar with competition law, and a quarter saw nothing wrong with discussing bids and agreeing who should win.

Rigid approved lists compound the problem by narrowing the field before a requirement is even advertised. The OECD recommends allowing suppliers to join pre-approved lists during procurement where practicable, and avoiding invitations that repeatedly target the same small group. Wider participation introduces uncertainty; closed lists, by contrast, create stable groups whose members grow accustomed to exchanging non-competitive bids over time.

Frameworks and repetitive quotation exercises create similar risks when buyers seek bids from every appointed supplier regardless of capacity or appetite. A contractor with no intention of performing the work may still submit a protective price rather than decline the work. Once this becomes routine, genuine and artificial tenders become harder to distinguish, so call-offs should be designed around credible interest and meaningful competition.

The office fit-out cartel again illustrates the risk in practice: cover bidding across 14 London-area contracts between 2006 and 2017 shows how apparently routine competitive tendering can conceal deliberately non-competitive offers, whatever sector or client is involved.

Good procurement design reduces these incentives without discouraging honest non-participation. Buyers can refresh tender lists, broaden market engagement, apply proportionate qualification criteria and make clear that declining an unsuitable opportunity will not prejudice future invitations. Monitoring suppliers who repeatedly bid but never win – an OECD-identified warning sign – helps ensure every invitation seeks a genuinely independent, competitive bid.

Summary – Recognising the Illusion of Competition

Bid rigging turns competitive tendering into a controlled process in which suppliers appear to compete while secretly deciding who wins, at what price and under what conditions. Cover pricing, suppression, rotation, and deliberately uncompetitive bids can each distort a procurement on its own, but their impact multiplies when combined, leaving tenders that satisfy every procedural requirement while quietly removing the rivalry needed to protect value and quality.

Compensation arrangements strengthen these schemes by rewarding suppliers that agree to lose, withdraw or stay away altogether. Payments, future work or subcontracts can make continued cooperation commercially attractive and help preserve a cartel over years. Subcontracting between apparent competitors is not inherently suspicious, but repeated, unexplained transfers of substantial work to unsuccessful bidders become significant alongside other evidence of coordination.

Market sharing allows competitors to preserve territories, customers, or specialist work by avoiding direct competition in areas allocated to others, often through the same suppression, cover-bidding, or rotation techniques already described. Individual tenders can look entirely plausible in isolation. At the same time, several years of awards reveal stable shares, repeated winners and limited genuine challenge between established rivals – a pattern only visible in aggregate.

Certain market structures make coordination easier to sustain: concentrated supply, predictable demand, repeated procurements, standardised requirements, and high entry barriers enable competitors to encounter one another regularly and anticipate future opportunities, while closed tender lists and strong incumbency reinforce those conditions. None of these factors proves collusion on its own, but together they create an environment in which coordinated behaviour becomes far easier to hide.

Transparency remains fundamental to accountable procurement, yet excessive disclosure can unintentionally assist coordination. Publishing detailed losing prices, bidder identities or commercially sensitive information can help competitors monitor whether agreed behaviour is being followed, so effective transparency requires judgement: enough disclosure to support scrutiny and fairness, while protecting the specific information that would otherwise reduce genuine uncertainty between rival suppliers.

Detection now benefits from tools earlier investigations never had. Since February 2025, the Procurement Act 2023 has strengthened the consequences of proven cartel conduct through mandatory exclusion and the debarment regime, while the CMA is increasingly using data analytics and artificial intelligence to identify suspicious bidding patterns. The strongest defence remains unchanged, though: broad market access, disciplined information management, and procurement teams able to recognise when a competitive process conceals a coordinated result.

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Further Reading

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- *Procurement Act 2023 (legislation.gov.uk) and Cabinet Office guidance on supplier exclusion and debarment; see also British Business Bank, “Navigating competition exclusions in the Procurement Act 2023”*
- *US Department of Justice, Antitrust Division, Price Fixing, Bid Rigging, and Market Allocation Schemes: What They Are and What to Look For – justice.gov/atr*