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Tender Rigging as a Violation of Competition Law: A Study of KPPU Decision No. 02/KPPU-L/2024

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Abstract

Tender mechanisms are intended to ensure fair business competition; however, in practice, they are often manipulated through bid rigging that leads to unfair competition. This study examines the legal issue of how tender arrangements are classified as violations of competition law and analyzes the legal reasoning of the Business Competition Supervisory Commission (KPPU) in Decision No. 02/KPPU-L/2024. The purpose of this research is to analyze forms of tender arrangements that violate Law Number 5 of 1999 and to assess the legal considerations applied by the KPPU in deciding the case. This research employs normative legal research. The findings reveal that the tender arrangement in this case involved agreements among business actors and the participation of related parties, resulting in the elimination of fair competition, as evidenced by similarities in bid documents, predetermined tender winners, and actions that hindered other business actors from competing fairly. In its decision, the KPPU concluded that such conduct fulfilled the elements of bid rigging as stipulated in Article 22 of Law Number 5 of 1999, thereby legally and convincingly proving the occurrence of a violation of competition law. This decision affirms the role of the KPPU in enforcing fair competition principles and providing legal certainty in public procurement practices.

Keywords: Tender Arrangement; Unfair Business Competition; Bid Rigging; KPPU

INTRODUCTION

Tender-fixing is one of the most common forms of competition law violations in the procurement of goods and services, as it directly eliminates the competition

mechanism that should be open and competitive. Tender-fixing is generally carried out through collusion between business actors or between business actors and the committee or related parties, so that the tender winner is determined before the selection process takes place. This practice violates the principles of fair business competition as stipulated in Article 22 of Law Number 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition. Previous studies have examined tender rigging from different perspectives. For example, Putri et al. (2019) analyzed the role of the Indonesian Competition Commission (KPPU) in handling tender collusion cases, particularly through the examination of KPPU Decision No. 24/KPPU-I/2016. The study demonstrated that business actors may coordinate or form artificial competition to secure tender outcomes, thereby violating Article 22 of Law No. 5 of 1999 on the prohibition of monopolistic practices and unfair business competition. However, such studies tend to focus on the institutional role of KPPU rather than critically examining the legal reasoning underlying recent KPPU decisions (Putri, 2019).

Based on these studies, a research gap exists: there is no study that specifically and comprehensively analyzes the KPPU's legal considerations in Decision No. 02/KPPU-L/2024, specifically in qualifying tender-fixing actions as violations of Article 22 of Law Number 5 of 1999. This decision is significant because it reflects the latest developments in competition law enforcement practices and the evidentiary framework used by the KPPU.

Therefore, this study aims to analyze the forms of tender-fixing as violations of competition law and examine the KPPU's legal considerations in Decision No. 02/KPPU-L/2024. This research has both academic and practical significance, contributing to the development of competition law studies and serving as a reference for business actors and procurement organizers to avoid unlawful tender-fixing practices.

Healthy business competition is a fundamental prerequisite for economic efficiency and social welfare in a market economy. In the context of government procurement of goods and services, the tender mechanism is designed as an instrument to realize the principles of transparency, accountability, and fair competition among business actors (Yolanda et al., 2023) However, in practice, tender mechanisms often become an arena for collusion that harms the public interest and distorts market mechanisms that should operate competitively. Tender collusion not only results in financial losses for the state, but also hinders national economic growth and creates an unfavorable business climate. Law Number 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition explicitly prohibits collusive practices in tenders. Article 22 of the law explicitly prohibits business actors from colluding with other parties to arrange and determine tender winners, which can ultimately result in unfair business competition. The Business

Competition Supervisory Commission, as the institution mandated to oversee the implementation of this law, has the authority to conduct investigations, inspections, and impose sanctions on business actors found to have committed violations. However, proving tender collusion often faces unique challenges due to its hidden nature and the involvement of secret agreements between business actors (Year & Pratama, 2024).

KPPU Decision No. 02/KPPU-L/2024 is a landmark case illustrating the complexity of handling tender rigging cases in Indonesia. This decision not only has legal implications for the parties involved but also establishes a legal precedent that can serve as a reference in handling similar cases in the future (Prabawa et al., 2018). An in-depth analysis of this decision is relevant to understanding how the KPPU applies competition law provisions in the context of tender rigging, as well as how the institution constructs legal arguments to prove violations committed by business actors. Tender rigging, from a competition law perspective, is categorized as a per se violation that is horizontal in nature between business actors. The characteristics of this violation lie in the existence of an agreement or coordination between business actors who should compete independently in the tender process. This agreement can take the form of setting bid prices, dividing territories or projects, or determining tender winners alternately. The impact of this type of collusion is highly detrimental because it eliminates the essence of competition in tenders, results in inefficient bid prices, and ultimately harms the interests of budget users, which in the context of government tenders is the wider community (Sidabutar et al., 2015).

In the practice of enforcing competition law, proving tender collusion requires a comprehensive approach, given that agreements between business actors are rarely made openly. The KPPU, as a competition law enforcement agency, uses various evidentiary methods, including analysis of tender documents, examination of communications between business actors, analysis of price bidding patterns, and testimony from witnesses involved in the tender process (J. Efendi et al., 2023). The circumstantial evidence approach is often relied upon to establish the legal basis for collusion, particularly when direct evidence in the form of a written agreement is unavailable. The concept of loss in the context of business competition has broader dimensions than losses in civil law in general. Losses resulting from tender collusion include not only material losses suffered by budget users, but also potential losses in the form of lost opportunities for other business actors to compete fairly and broader economic losses in the form of inefficient resource allocation. Understanding this concept of loss is important in assessing the impact of a tender collusion practice and in determining the proportion of sanctions imposed on business actors proven to have violated it (Prabawa et al., 2021).

The administrative sanctions imposed by the KPPU on business actors who are proven to have committed tender collusion have a dual function, namely as

punishment for the violations that have been committed and as a deterrent so that other business actors do not commit similar violations (Laurensius Arliman S, 2019)Law Number 5 of 1999 authorizes the KPPU to impose sanctions in the form of administrative fines of significant value, the calculation of which takes into account various factors such as the level of seriousness of the violation, the economic impact, and the financial capacity of the business actor. The effectiveness of these sanctions in providing a deterrent effect and preventing the recurrence of violations is an important aspect that needs to be evaluated. The business ethics dimension of tender rigging cannot be ignored, considering that this practice reflects the degradation of the values of integrity and honesty in the business world. Business actors involved in tender rigging have betrayed public trust and violated the code of business ethics that should be the foundation for conducting business activities. Fostering business ethics through consistent and firm enforcement of competition law is an urgent need to build a culture of healthy competition and integrity among Indonesian business actors (Purwadi et al., 2019).

The study of KPPU Decision Number 02/KPPU-L/2024 provides an academic contribution to the development of competition law, particularly regarding the application of the provisions prohibiting tender collusion in concrete cases (Y. Efendi et al., 2025)A legal analysis of this decision can reveal various important aspects such as the evidentiary methods used, interpretation of legal provisions, considerations in determining sanctions, and the legal implications of the decision. This in-depth study is expected to enrich the literature on competition law in Indonesia and provide input for improving future competition law enforcement policies. The urgency of this research is further strengthened given the persistent high number of cases of tender rigging in Indonesia, both in government procurement of goods and services and procurement by state-owned enterprises. Data from the KPPU (Commission for Public Procurement) shows that tender rigging is one of the most frequently handled violations, indicating that this practice remains a serious problem in the Indonesian procurement system. Research that analyzes KPPU decisions in depth can provide valuable lessons for various parties, including tender organizers, business actors, academics, and legal practitioners, in understanding the legal boundaries and consequences of violations of competition provisions (Services & In, 2020).

Based on the background described, this study focuses on two main issues that are the core of the study. The first issue is how the KPPU proves the existence of tender collusion as a violation of business competition law in Decision Number 02/KPPU-L/2024, which includes an analysis of the evidence used, the methods of proof applied, and the legal construction built to determine the violation of the provisions of Article 22 of Law Number 5 of 1999. The second issue is what are the legal implications of the KPPU Decision Number 02/KPPU-L/2024 on the enforcement of business competition law in Indonesia, particularly in the context of preventing and

prosecuting tender collusion. This issue will examine aspects such as the relevance of the sanctions imposed, the expected deterrent effect that can be created, and the contribution of this decision in the formation of business competition law jurisprudence that can be a reference in handling similar cases in the future.

This study aims to analyze the forms of tender rigging as violations of competition law and to examine the legal reasoning employed by the Business Competition Supervisory Commission (KPPU) in Decision No. 02/KPPU-L/2024. The urgency of this research lies in providing a deeper understanding of how competition law is applied in public procurement practices and how legal certainty can be strengthened for business actors as well as procurement organizers. In particular, the study explores how the KPPU constructs its evidentiary framework in identifying collusive practices among tender participants and how these practices are legally qualified as violations of Article 22 of Law Number 5 of 1999 concerning the prohibition of monopolistic practices and unfair business competition.

Compared to previous studies, this research does not merely describe the occurrence of tender collusion or the institutional role of the KPPU, but specifically examines the legal reasoning contained in the most recent decision, Decision No. 02/KPPU-L/2024. By focusing on the commission panel's legal considerations, this study seeks to understand how the KPPU interprets patterns of coordination among business actors and how such patterns are transformed into legally valid evidence of collusion. This approach enables a more critical examination of the relationship between factual findings, evidentiary standards, and the legal qualification of tender rigging within the framework of Indonesian competition law.

The main contribution of this research lies in its critical examination of the KPPU's evidentiary approach in establishing tender collusion. Rather than merely presenting the factual findings of the decision, this study analyzes whether Decision No. 02/KPPU-L/2024 reflects a development in the standard of proof applied by the KPPU, particularly in the use of circumstantial evidence such as similarities in bidding documents, patterns of coordination among business actors, and other indirect indicators of collusion. By situating the analysis within the broader framework of Article 22 of Law No. 5 of 1999, this research contributes to the socio-legal discourse on competition law enforcement in Indonesia and provides a conceptual reflection on how evidentiary standards in tender collusion cases are evolving in contemporary KPPU practice.

This research provides theoretical benefits in the form of contributions to the development of competition law in Indonesia, particularly in the aspects of proving and handling tender rigging cases. An in-depth analysis of the KPPU's decision will enrich the academic literature and can serve as a reference for further research related to competition law. Furthermore, this research also provides a critical perspective on the practice of competition law enforcement that can stimulate academic discourse to

improve regulations and policies in the field of competition. Practically, this research is beneficial for various stakeholders in the goods and services procurement ecosystem, including the KPPU as a competition law enforcement agency, tender organizers, business actors, and legal practitioners. The research results can serve as a guide in understanding the legal boundaries related to tender rigging and the legal consequences that can arise from such violations. For tender organizers, this research can provide insight into indicators of conspiracy to be wary of, while for business actors, this research can provide lessons on the importance of maintaining integrity and complying with competition law provisions in carrying out business activities.

METHODS

This research employs a normative juridical method that focuses on the analysis of legal norms, doctrines, and legal principles related to tender rigging from the perspective of competition law.(Ariawan, 2013) The normative approach is used because the study primarily examines legal issues through legal documents and statutory provisions, particularly in relation to the interpretation and application of Article 22 of Law Number 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition. The research does not involve field data collection but relies on the examination of legal documents relevant to the research problem.

The study uses both a statute approach and a case approach. The statute approach is applied to examine relevant laws and regulations governing competition law and procurement practices in Indonesia. Meanwhile, the case approach focuses on analyzing the legal considerations contained in KPPU Decision Number 02/KPPU-L/2024, which serves as the main object of the study. Through these approaches, the research aims to understand how the provisions of competition law are interpreted and applied in a concrete case of alleged tender rigging.

The legal materials used in this research consist of primary and secondary legal materials. Primary legal materials include Law Number 5 of 1999, relevant regulations issued by the Business Competition Supervisory Commission (KPPU), and KPPU Decision Number 02/KPPU-L/2024. Secondary legal materials consist of books, scientific journal articles, previous research findings, and expert opinions related to competition law and tender collusion.

The collected legal materials are analyzed using qualitative legal analysis through descriptive and evaluative techniques. The analysis is conducted by interpreting legal provisions and examining the legal reasoning presented in the KPPU decision. This process aims to assess the conformity between the legal norms governing competition law and their application in the decision under study, as well as to evaluate the evidentiary reasoning used by the KPPU in determining the existence of tender rigging.

DISCUSSION AND RESULT

Overview of KPPU Decision Number 02/KPPU-L/2024

KPPU Decision No. 02/KPPU-L/2024 concerns an alleged violation of Article 22 of Law No. 5 of 1999, which prohibits business actors from conspiring to regulate or determine the winner of a tender in the procurement of goods and services. The case examines whether several participating companies engaged in coordinated conduct that distorted fair competition within the tender process. The decision is particularly significant because it demonstrates how the Business Competition Supervisory Commission (KPPU) establishes the existence of tender rigging through the evaluation of various forms of indirect evidence. (Jamiah et al., 2025) In this decision, the Commission Panel identified several indicators suggesting the existence of collusion among the tender participants. These indicators include similarities in technical documents, patterns of bid pricing that were considered unreasonable, and indications of communication among participants prior to the submission of bids. Rather than relying solely on direct proof of agreement, the KPPU constructed its legal reasoning based on the cumulative assessment of these indicators to demonstrate coordinated behavior among the business actors. Such an evidentiary approach reflects the common practice in competition law enforcement, where collusion is often proven through patterns of conduct and circumstantial evidence rather than explicit agreements (Iqbal & Syam, 2025).

The importance of examining this decision lies in its relevance to the mechanism of proof in tender rigging cases, particularly how the KPPU interprets and applies Article 22 of Law No. 5 of 1999. As noted by Tedjokusumo (2023), proving collusion in procurement processes frequently depends on the identification of behavioral patterns and similarities in bidding documents that indicate coordination among business actors. Therefore, Decision No. 02/KPPU-L/2024 provides an important case study for analyzing how such indicators are legally interpreted and transformed into valid evidence in competition law enforcement (Tedjokusumo, 2023). By analyzing this decision, the study seeks to evaluate whether the evidentiary reasoning adopted by the KPPU reflects a consistent application of competition law principles and whether it contributes to the development of clearer standards of proof in tender rigging cases in Indonesia.

Tender collusion in competition law refers to an agreement or coordination among business actors who should compete independently, with the purpose of arranging or determining the winner of a tender. This practice is explicitly prohibited under Article 22 of Law Number 5 of 1999, which forbids business actors from colluding with other parties to manipulate the outcome of a tender process (Hardiana, 2024). In the context of KPPU Decision No. 02/KPPU-L/2024, the central legal issue examined by the Commission Panel was whether the reported parties had engaged in

coordinated conduct that effectively eliminated genuine competition in the procurement process (Hardiana, 2024).

In assessing the alleged violation, the KPPU did not rely solely on direct evidence of an explicit agreement among the business actors. Instead, the Commission Panel evaluated several indicators commonly associated with tender collusion, including similarities in bidding documents, patterns of bid pricing, and indications of prior communication among the tender participants. Such indicators are widely recognized in competition law enforcement as circumstantial evidence that may demonstrate coordinated behavior among competitors.(Dewi et al., 2023) Through the cumulative assessment of these indicators, the KPPU concluded that the reported parties had engaged in conduct that effectively arranged the tender outcome.

From a doctrinal perspective, the approach adopted in Decision No. 02/KPPU-L/2024 reflects the evidentiary challenges inherent in proving tender rigging. As noted in competition law scholarship, collusive agreements in procurement processes are often conducted covertly and rarely leave explicit written evidenc. (Ferdinand et al., 2020a). Consequently, enforcement authorities frequently rely on patterns of behavior and structural similarities in bidding activities to infer the existence of coordination among business actors. The analysis of this decision is therefore important to understand how such indicators are interpreted and transformed into legally valid evidence under Indonesian competition law. By examining the reasoning contained in Decision No. 02/KPPU-L/2024, this study seeks to critically assess whether the evidentiary approach used by the KPPU adequately reflects the principles of competition law enforcement, particularly in establishing the existence of collusion under Article 22 of Law No. 5 of 1999.

Evidence Used in Proving Tender Rigging

In KPPU Decision Number 02/KPPU-L/2024, the Commission Panel used various pieces of evidence to construct a legal structure for the existence of tender collusion (Arifin et al., 2024)The primary evidence used was tender documents, including price quotations, technical documents, minutes of bid opening, and other administrative documents related to the tender process. Analysis of these documents revealed unusual patterns, such as excessively tight bid margins between the winning bidder and other bidders, substantial similarities in technical descriptions despite slightly different wording, and the use of identical document formats and templates by several bidders. Evidence of communication between business actors is a crucial element in proving collusion. The KPPU analyzed communication records in the form of text messages, electronic correspondence, and recorded conversations, indicating coordination prior to the submission of tender bids.(Munte et al., 2018)Although the communication did not explicitly mention an agreement to fix the tender, the context and timing of the communication, close to the tender schedule, combined with other

evidence, strongly suggest coordination. This indirect evidentiary approach, known as circumstantial evidence, is valid in competition cases given the difficulty of obtaining direct evidence in the form of written agreement documents. Testimonies from witnesses presented at the trial also contributed significantly to the evidence. The KPPU heard testimony from the tender committee, other tender participants not involved in the conspiracy, and witnesses knowledgeable about the tender process. Economic analysis, including statistical calculations of price bidding patterns and comparisons with market prices, was also used as supporting evidence to demonstrate unfairness in the bidding. The combination of these various pieces of evidence cumulatively constitutes sufficient evidence to establish that a tender rigging violation of competition law has occurred (Analysis & Pdt, 2019).

Proving tender collusion in KPPU practice uses a phased approach that begins with identifying early indicators or red flags that indicate the possibility of collusion (Ikraam & Inas, 2025)These indicators include overly uniform or regular price bidding patterns, rotation of tender winners among certain business groups, sudden withdrawal of tender participants before the bid opening, and substantial similarities in technical documents. Identification of these initial indicators serves as the basis for a more in-depth investigation to gather more concrete evidence of agreements or coordination between business actors. Once the initial indicators are identified, the KPPU conducts a comprehensive analysis of tender documents to find objective evidence of coordination (Saidi, 2025)This analysis includes comparing the details of tender documents from various tender participants, analyzing price bidding patterns using a statistical approach, and searching for electronic document metadata that can reveal information about document creation and modification. In Decision Number 02/KPPU-L/2024, document analysis revealed that several technical documents had a high degree of similarity in writing structure, use of specialized terminology, and even identical typos, which would logically be difficult to achieve if the documents were created independently by different business actors. The next stage is verification through witness examination and analysis of communications between business actors. The KPPU uses its authority to summon witnesses to obtain information regarding the tender preparation process and the existence or absence of communication with other business actors. Communication analysis is conducted by tracing digital traces in the form of electronic messages, meeting notes, or evidence of information transfer that could indicate coordination. This comprehensive evidentiary approach allows the KPPU to establish evidence of collusion even in the absence of an explicit written agreement document, in accordance with the principle that collusion can be proven through circumstantial evidence as long as the evidence cumulatively provides sufficient confidence that a violation has occurred (Azhar et al., 2024).

KPPU's Legal Considerations in Determining Violations

The legal considerations used by the Commission Panel in Decision Number 02/KPPU-L/2024 begin with the determination of the elements that must be fulfilled to declare a violation of Article 22 of Law Number 5 of 1999. The first element is the existence of a business actor as a legal subject, which in this case has been fulfilled by identifying the business entity participating in the tender (Anisah et al., 2018)The second element is the existence of a conspiracy or agreement that can be proven through direct or indirect evidence. The third element is the purpose or impact of the conspiracy, namely the arrangement and determination of the tender winner, resulting in unfair business competition. In assessing whether the elements of conspiracy have been fulfilled, the Commission Panel thoroughly analyzes all evidence collected during the examination process. Legal considerations include an analysis of the business actors' behavioral patterns that indicate coordination, an evaluation of the reasonableness of the price offers compared to market conditions, and an assessment of substantial similarities in technical documents that cannot be rationally explained without coordination. The Commission Panel also considered the defendant's objections stating that the similarity in documents was due to the use of the same consultant or reference to technical specifications determined by the tender committee, but rejected these objections because the level of similarity found exceeded reasonable limits. Consideration of the impact of the conspiracy on business competition was also an important part of the decision. Although Article 22 is a per se prohibition that does not require proof of actual impact, the Commission Panel still analyzed the potential impact of the conspiracy on economic efficiency and consumer interests. In this case, the collusion resulted in the bid price being higher than what would have been achieved under normal competitive conditions, thereby harming the budget user. This consideration strengthens the conclusion that the violation has had a negative impact on business competition and should be subject to appropriate sanctions (Pelanggaran et al., 2019).

The determination of administrative sanctions in KPPU Decision Number 02/KPPU-L/2024 is based on the provisions of Article 47 of Law Number 5 of 1999 which gives the KPPU the authority to impose administrative sanctions in the form of a decision to cancel an agreement, an order to stop activities that are proven to be in violation, the imposition of fines, and the revocation of business licenses (Ferdinand et al., 2020b)In this case, the KPPU imposed sanctions in the form of administrative fines by considering several factors, including the level of seriousness of the violation committed, the economic impact on business competition and consumers, and the financial capacity of each reported party. The amount of the fine imposed varies for each reported party according to their role and involvement in the conspiracy. The calculation of the fine sanctions uses an approach that considers the value of the project that is the object of the conspiracy, the profits obtained or potentially obtained

from the violation, and the desired deterrent effect. The KPPU applies the principle of proportionality in determining sanctions, whereby business actors who have a more dominant role in coordinating the conspiracy are subject to heavier sanctions compared to business actors who only passively follow the agreement. In addition to the fine sanctions, the KPPU also imposed additional sanctions in the form of a ban on participating in government tenders for a certain period, which aims to provide a deterrent effect so that business actors do not repeat similar violations. The determination of sanctions in this decision also considers the aspect of deterrence effect for both the reported party (specific deterrence) and other business actors (general deterrence). The sanctions imposed must be significant enough to create a deterrent effect, so that the cost of violation is far greater than the benefits gained from collusion. This way, business actors will have an economic incentive to comply with competition law provisions. This approach aligns with economic theory on law enforcement, which emphasizes the importance of optimal sanctions to deter violations and encourage voluntary compliance (Purwadi et al., 2019).

Legal Implications of the Decision on the Enforcement of Competition Law

KPPU Decision No. 02/KPPU-L/2024 has significant legal implications in strengthening the framework for enforcement of competition law in Indonesia, particularly in handling tender rigging cases. This decision provides a legal precedent regarding the standard of proof that can be used to establish the existence of a conspiracy, especially in situations where direct evidence in the form of written agreement documents is not available. The use of circumstantial evidence or indirect evidence validated through this decision provides a stronger legal basis for the KPPU to handle similar cases in the future by relying on analysis of behavioral patterns, tender documents, and evidence of communication between business actors. This decision also clarifies the interpretation of the elements in Article 22 of Law No. 5 of 1999, particularly regarding what is meant by conspiracy and how it can be proven in practice. The detailed legal considerations in the decision provide guidance for legal practitioners, academics, and business actors regarding the boundaries of prohibited behavior in the tender context. This contributes to increased legal certainty and predictability in the enforcement of competition law, allowing business actors to more clearly understand the legal consequences of certain actions in the tender process. From an institutional perspective, this ruling strengthens the KPPU's position as a competition law enforcement agency with the capacity and competence to handle complex cases of tender rigging. The analytical and evidentiary methods used in this ruling can serve as a reference in developing guidelines and standard operating procedures for handling cases at the KPPU. Furthermore, this ruling also signals to business actors that the KPPU has the ability to uncover collusion, even if it is carried

out covertly, thus hopefully having a broader deterrent effect against anticompetitive practices in the Indonesian procurement system (Shelviana, 2025).

The effectiveness of competition law enforcement in KPPU Decision No. 02/KPPU-L/2024 can be evaluated by examining how the Commission addressed the proven practice of tender rigging and the legal consequences imposed on the reported parties. In this decision, the Commission Panel concluded that several business actors had coordinated their bidding behavior, as indicated by similarities in technical documents, patterns of bid pricing, and indications of communication prior to the submission of bids. Based on these findings, the KPPU declared that the reported parties had violated Article 22 of Law No. 5 of 1999 and imposed administrative sanctions in the form of fines as well as restrictions related to participation in government procurement activities. These sanctions represent the primary legal instrument used by the KPPU to restore fair competition within the tender process.

From an ex post enforcement perspective, the decision demonstrates the ability of the KPPU to detect and prove collusive behavior in government procurement. The Commission Panel relied on a cumulative assessment of documentary evidence and bidding patterns to establish the existence of coordination among the tender participants. This approach reflects the typical evidentiary method used in competition law cases, where direct proof of agreements is often unavailable and must be inferred from circumstantial indicators. However, the effectiveness of such enforcement ultimately depends on whether the sanctions imposed are sufficiently proportional to the economic benefits obtained from the collusive conduct.

The decision also raises important questions regarding its deterrent effect on future tender practices. If the financial penalties and administrative sanctions imposed in Decision No. 02/KPPU-L/2024 are significant relative to the potential gains from collusion, they may create a deterrent effect for both the sanctioned parties and other business actors participating in public procurement. Conversely, if the sanctions are relatively limited compared to the economic value of the tender involved, the preventive impact of the decision may remain constrained. As noted by Hasbullah (Hasbullah et al., 2021) effective competition law enforcement requires not only the identification of violations but also sanctions that are capable of influencing business actors' cost-benefit calculations.

Therefore, the significance of Decision No. 02/KPPU-L/2024 lies not only in its confirmation of a violation of Article 22 of Law No. 5 of 1999, but also in how the decision contributes to shaping the enforcement practice of competition law in Indonesia. By analyzing the evidentiary reasoning and the sanctions imposed, this study highlights the extent to which the decision supports the development of more effective mechanisms for preventing and addressing tender rigging in public procurement.

Recommendations for Improving Competition Law Enforcement Policy

Based on an analysis of KPPU Decision No. 02/KPPU-L/2024, several aspects of competition law enforcement policies related to tender rigging need to be improved. First, the KPPU's capacity to use digital technology to detect and analyze patterns of collusion is needed, such as using artificial intelligence to analyze tender documents en masse or data analytics to identify irregular bidding patterns. Investment in digital forensics technology is also crucial for uncovering electronic communications between business actors, which serve as key evidence in increasingly sophisticated and covert modern collusion. Second, greater harmonization and synergy are needed between the KPPU and procurement supervisory agencies and other law enforcement agencies, such as the police and prosecutors. Effective coordination can improve the effectiveness of handling tender rigging cases, which often involve elements of corruption. The establishment of a joint task force or a more systematic information-exchange mechanism can expedite the case handling process and avoid overlapping authority. Furthermore, a leniency program or legal leniency program should be developed for business actors willing to disclose collusion, as an incentive to uncover cartels or collusions that are difficult to detect. Third, education and prevention efforts should be strengthened through more extensive outreach to business actors regarding the prohibition on tender collusion and its legal consequences.

Certification or training programs regarding compliance with competition law could be made a requirement for business actors wishing to participate in government tenders. From a regulatory perspective, an evaluation of existing sanctions provisions should be conducted to ensure that they remain relevant and sufficiently deterrent, and consideration should be given to additional types of sanctions, such as permanent bans for business actors who repeatedly commit violations. These policy improvements are expected to create a more effective, preventative, and sustainable competition law enforcement system to encourage healthy business competition in Indonesia (Zihaningrum et al., 2016).

CONCLUSION

Based on the findings of this study, it can be concluded that the conduct examined in KPPU Decision No. 02/KPPU-L/2024 constitutes a violation of business competition law in the form of tender rigging, as it involved coordinated actions among business actors that effectively eliminated fair competition in the procurement process. The Commission Panel determined that the reported parties had fulfilled the elements of collusion as regulated under Article 22 of Law Number 5 of 1999, particularly through indications of coordination reflected in similarities in bidding documents, patterns of bid pricing, and other behavioral indicators suggesting prior communication among the participants. These findings demonstrate how the KPPU

constructs legal reasoning to infer the existence of collusion in situations where direct evidence of agreement is rarely available.

From a normative perspective, this decision reinforces the use of circumstantial evidence as an important evidentiary basis in proving tender rigging cases under Indonesian competition law. The reliance on indicators such as document similarities and bidding patterns indicates that the KPPU increasingly adopts an inferential approach to establish the existence of coordination among business actors. This approach contributes to the development of clearer evidentiary standards in the enforcement of Article 22 of Law No. 5 of 1999, particularly in addressing covert collusive practices in government procurement.

Practically, the decision also has implications for the future practice of competition law enforcement in Indonesia. By demonstrating that coordinated behavior in tender processes can be established through cumulative indicators, the decision provides guidance for both enforcement authorities and business actors regarding the boundaries of lawful participation in public procurement. At the same time, the ruling highlights the need for consistent interpretation of competition law provisions and proportional sanctions to ensure that enforcement actions generate an effective deterrent effect. In this regard, KPPU Decision No. 02/KPPU-L/2024 contributes not only to resolving a specific case but also to shaping the evolving framework of competition law enforcement aimed at promoting transparency, fairness, and integrity in government procurement practices.

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