

Single and continuous infringement period in a case of bid rigging (JIRP)

Judgment of the Court (Second Chamber) of 14 January 2021, in Case C-450/19, Kilpailu- ja kuluttajavirasto. ECLI identifier: ECLI:EU:C:2021:10

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Request for a preliminary ruling from the finish Korkein hallinto-oikeus.

KEYWORDS: Single and continuous infringement period, public procurement, bid rigging

The Court rules:

*Article 101(1) TFEU must be interpreted as meaning that, where an undertaking which has allegedly participated in a single and continuous infringement of that provision, the most recent constituent element of which consists in the concerted submission with its competitors of a tender for the award of a public works contract, has won the contract and concluded with the contracting authority a works contract determining the essential characteristics of that contract and, in particular, the overall price to be paid for those works, the performance and payment of the price for which are staggered over time, the infringement period corresponds to the period up to the date of signature of the contract concluded between the undertaking and the contracting authority on the basis of the concerted bid submitted by that undertaking. It is for the national court to ascertain the date on which the essential characteristics of the relevant contract and, in particular, the total price to be paid for the work, have been definitively determined.*