

GLOBAL SUSPENSION & DEBARMENT

Directory 2025 •————

Mapping Exclusion Systems
Around the World



Second Edition



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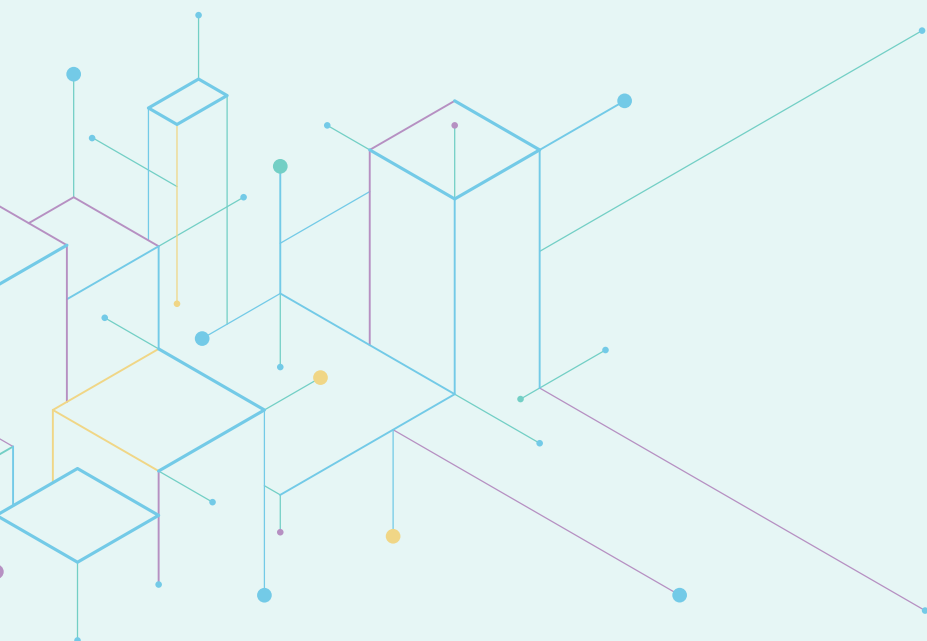
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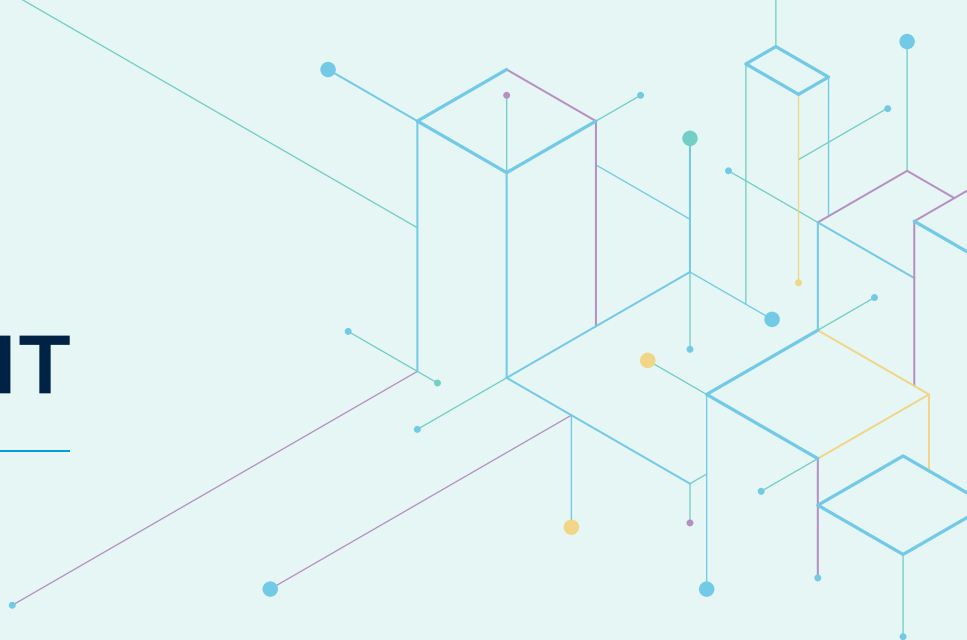


Table of contents

INTRODUCTION	V
ACKNOWLEDGEMENT	VI
GLOSSARY	VIII
INTERNATIONAL	10
WORLD TRADE ORGANIZATION'S AGREEMENT ON GOVERNMENT PROCUREMENT 2012	11
EUROPEAN UNION DIRECTIVE ON PUBLIC PROCUREMENT 2014	15
UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES	21
WORLD BANK GROUP SANCTIONS SYSTEM	25
WORLD BANK GROUP CORPORATE PROCUREMENT	31
INTER-AMERICAN DEVELOPMENT BANK GROUP	36
AFRICA	42
EGYPT, ARAB REPUBLIC OF	43
NIGERIA	49
SOUTH AFRICA	54
ASIA-PACIFIC	59
AUSTRALIA	60
ANNEX: WESTERN AUSTRALIA	64
CHINA	69
HONG KONG SAR, CHINA	74
INDIA	79
INDONESIA	85

JAPAN	91
KOREA, REPUBLIC OF	96
SINGAPORE	101
VIET NAM	107
EUROPE	112
ESTONIA	113
FRANCE	118
GERMANY	124
GREECE	131
ANNEX: GREECE	136
ITALY	141
ANNEX: ITALY	147
NETHERLANDS	149
POLAND	154
SERBIA	161
SWEDEN	168
UNITED KINGDOM	174
LATIN AMERICA	181
BRAZIL	182
COLOMBIA	189
COSTA RICA	194
EL SALVADOR	199
GUATEMALA	204
HONDURAS	208
NICARAGUA	212
NORTH AMERICA	217
CANADA	218
UNITED STATES	224
APPENDIX 1: EXCLUSION SUMMARY TABLE	231
APPENDIX 2: EXCLUSION LISTS TABLE	239
APPENDIX 3: GROUND FOR EXCLUSION TABLE	249

INTRODUCTION

The World Bank Office of Suspension and Debarment (“OSD”), together with the Working Group for the Global Suspension & Debarment Survey and Directory (the “Working Group”), is pleased to introduce the *2025 Global Suspension & Debarment Directory* – the Second Edition of the first-ever consultative resource on global exclusion systems (the “Directory”).

The World Bank Office of Suspension and Debarment (OSD), together with the Working Group for the Global Suspension & Debarment Survey and Directory (the Working Group), is pleased to introduce the *2025 Global Suspension & Debarment Directory* – the Second Edition of the first-ever consultative resource on global exclusion systems (the Directory).

The Directory has evolved significantly since its inception. The first full *Global Suspension & Debarment Survey* was conducted in 2020, gathering detailed information on 23 national and institutional exclusion systems. Its findings culminated in the publication of the *2021 Global Suspension & Debarment Directory*, which quickly became an invaluable reference for policymakers, practitioners, and academics, offering detailed summaries of each system alongside citations to relevant laws and procedures. Recognizing the need to keep pace with rapidly evolving practices in exclusion mechanisms, OSD and its partners launched a new round of the *Global Suspension & Debarment Survey* in late 2023.

The Directory presents the results of this expanded effort, capturing the changes and innovations in exclusion regimes since the previous edition, as many jurisdictions have amended their relevant laws and regulations following the 2020 Survey. This Second Edition features a broader geographic scope, now covering more than 30 jurisdictions across every inhabited continent and encompassing a diverse range of legal and economic contexts – including all G7 countries and many emerging economies. In addition to expanding country coverage, the 2023 Survey and this Second Edition also examine new areas of policy and practice, such as the use of monetary penalties, the roles of compliance programs and remedial measures, and the extent of liability for individuals. By broadening both its geographic reach and thematic scope, the Directory offers a more comprehensive global picture of how exclusion mechanisms are applied to strengthen integrity in public procurement.

The Directory has been prepared by a Working Group comprising members from multiple institutions and enriched by contributions from diverse partners across the public and private sectors, including multilateral development banks, academic institutions, and global practitioners such as members of the International Bar Association. OSD is proud to have led this initiative, which aligns closely with the World Bank Group’s mission to promote good governance and integrity, as well as its vision of serving as a global “knowledge bank” that disseminates best practices and fosters international dialogue. As public authorities face evolving challenges in ensuring integrity within public procurement systems, the need for strong, transparent, and efficient exclusion mechanisms has never been greater. The Directory has become a vital knowledge-sharing platform, facilitating the exchange of best practices and sustaining an ongoing global dialogue on effective exclusion systems. Looking ahead, OSD and the Working Group remain committed to sustaining this knowledge-sharing platform by deepening their collaboration, generating insights, and exploring opportunities to support the global community in advancing integrity through stronger and more effective exclusion systems.

Jamieson A. Smith

Chief Suspension and Debarment Officer, World Bank Office of Suspension and Debarment

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GLOSSARY

- **Administrative:** Refers to authorities, procedures, and processes that operate separately from the judiciary and are situated within administrative agencies or within the executive branch of government.
- **Administrative Agreement:** Refers to a negotiated, remedial agreement between the exclusion decision-maker and a contractor, that allows the contractor to continue bidding on and performing government contracts, provided that the contractor implements and adheres to specified compliance, monitoring, and reporting conditions.
- **Affiliates:** May include entities or individuals that control, are controlled by, or are under common control of the contractor that is subject to exclusion proceedings or decisions.
- **Appellate Review:** Refers to any process by which an initial exclusion decision may be appealed, challenged, or otherwise reviewed, and modified or overturned by a higher or independent authority.
- **Automatic Exclusion:** Refers to an exclusion that is automatically imposed, without any discretion on the part of the decision-maker, when one or more grounds for exclusion provided for in the legal framework have been established. (This is also sometimes referred to as “statutory” or “mandatory” exclusion.)
- **Conflict of Interest:** May include situations in which a person involved in a procurement process has an actual or perceived, declared or undeclared, personal or financial interest that could improperly influence the impartial or objective performance of their duties.
- **Contractor (or Supplier):** May include to any vendor, supplier, economic operator, general contractor, subcontractor, or consultant, and any entity or individual doing business in the relevant procurement mechanism. Many of these terms can be used interchangeably, this Directory primarily uses the terms “contractor” and “supplier” for the purpose of simplicity.
- **Contracting Authority:** Refers to the public body or entity responsible for conducting a procurement procedure and awarding a public contract, including ministries, agencies, or subnational governments authorized under national procurement law. Synonyms for the term include “procuring entity,” “contracting agency,” or “procuring entity.”
- **Centralized Decision-Maker:** Refers to a system in which, although procurement activities may be carried out and overseen by multiple contracting government entities or agencies, the authority to make exclusion decisions rests with one or more designated agencies. This does not necessarily mean that the authority is centralized within the national or central government as opposed to local governments.
- **Compliance Programs:** Refers to the internal policies, procedures, and controls established by an entity to prevent, detect, and remediate misconduct or violations of applicable laws, regulations, and ethical standards, including measures designed to promote integrity and accountability in its operations.
- **Contract-By-Contract Exclusion:** Refers to an exclusion decision applied only in relation to a specific procurement or contract, without affecting eligibility for other procurements.
- **Criminal Referral:** Refers to a formal recommendation or request to initiate a criminal proceeding after receiving, investigating, and/or verifying information about potential grounds for criminal prosecution. This Directory uses the term “criminal referral” to refer to, in context of exclusion, a formal act by a decision-maker of transmitting suspected criminal violations to law enforcement.
- **Cross-Debarment:** Refers to the recognition or enforcement of an exclusion decision issued by another jurisdiction or organization, subject to conditions of equivalence or reciprocity.

- **Decision-Maker:** Refers to the authority or body legally empowered to initially determine whether to impose, modify, or lift an exclusion, such as a ministry, agency committee, or designated official.
- **Discretionary Exclusion:** Refers to an exclusion that may, but need not, be imposed at the discretion of the decision-maker, when one or more grounds for exclusion provided for in the legal framework have been established.
- **Entity-Wide Exclusion:** Refers to an exclusion measure that applies across all contracts and procurements conducted by a specific entity or agency, as opposed to being limited to a particular project or tender, or across multiple agencies. Synonymous for the term include “agency-wide exclusion.”
- **Exclusion:** Refers to the exclusion of contractors from competing for or receiving public procurement contracts, for reasons other than failure to meet contract-specific qualification requirements. Synonyms for the term “exclusion” include “suspension,” “debarment,” “disqualification,” “blacklisting,” or a “register of unreliable contractor,” among other terms, but there is no uniform name for such systems, nor is there a uniform model for implementation across jurisdictions. This Directory consistently uses the term “exclusion” for the purpose of conformity.
- **Exceptions/Waivers:** Refers to mechanisms allowing the decision-maker to exempt a contractor from an otherwise applicable exclusion under defined circumstances, such as public interest, urgency, or remedial actions taken.
- **Jurisdiction:** Refers to a country, region, territory, government, or international organization that has a distinct procurement system. The term “jurisdiction” used in this Directory refers to both government and nongovernment authorities performing administrative functions for a jurisdiction.
- **Jurisdiction-wide Exclusion:** Refers to an exclusion of contractors from competing for or receiving procurement contracts as governed by national/jurisdiction-wide legislation or centralized regulations. A synonym for the term is “government-wide exclusion.” In the context of a national-level jurisdiction, “jurisdiction-wide exclusion” is not necessarily applicable or automatically recognized by subnational jurisdictions of that country.
- **Legal Framework:** Refers to all public procurement laws and regulations, legal texts of general application, judicial decisions, and administrative rulings setting a binding precedent in connection with public procurement and the exclusion of contractors from public procurement at the national level.
- **Limited Scope Exclusion System:** Refers to exclusion mechanism that excludes the contractor from competing for or receiving procurement contracts administered by a single authority within the jurisdiction or by a subnational authority at the provincial/state or local level.
- **Monetary Remedy:** May include any financial measure such as restitution, reimbursement, fine, forfeiture, disgorgement, penalty, or compensation—imposed or pursued against a contractor to address losses or damages arising from misconduct, or as a means of punishment or deterrence.
- **Provisional Exclusions:** Refers to the temporary suspension of a contractor’s eligibility to participate in public procurement pending the final outcome of ongoing exclusion proceedings against that contractor.
- **Referral:** Refers to a formal recommendation or request to initiate an exclusion proceeding after receiving, investigating, and/or verifying information about potential grounds for exclusion. A criminal referral, on the other hand, refers to a formal recommendation or request to initiate a criminal proceeding after receiving, investigating, and/or verifying information about potential grounds for criminal prosecution.
- **Remedial Measure:** Refers to a “self-cleaning action” or “corrective action” or “mitigating step” taken after receiving, investigating, and/or verifying information about potential grounds for exclusion, demonstrating that the contractor has sufficient reliability and, in its current condition, would not pose a risk to the government.
- **Settlement:** Refers to a negotiated resolution between an exclusion decision-maker and a contractor that resolves alleged grounds for exclusion without a contested decision.

INTERNATIONAL

The first section of the *Directory* summarizes major international frameworks that establish or influence exclusion mechanisms in public procurement. These include the [WTO Agreement on Government Procurement](#) (March 30, 2012) (the GPA), [Directive 2014/24/EU of the European Parliament](#) and of the Council of 26 February 2014 on Public Procurement and Repealing Directive 2004/18/EC, 2014 O.J. (L 94) (the EU Directive) and other international organizations and multilateral development bank debarment system.

This section covers the exclusion systems of multilateral institutions, including:

- [THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES \(UNHCR\)](#)
- [THE WORLD BANK GROUP \(WBG\) SANCTIONS SYSTEM](#)
- [THE WORLD BANK GROUP CORPORATE PROCUREMENT SYSTEM](#)
- [INTER-AMERICAN DEVELOPMENT BANK GROUP \(IDB\) SANCTIONS SYSTEM](#)

The GPA is primarily an instrument of trade liberalization, consistent with the mission of the World Trade Organization (WTO). It requires participating economies to open their domestic procurement markets to qualified international bidders, while allowing the exclusion of suppliers on limited, clearly defined grounds through procedures of basic due process. These provisions strike a balance between the GPA's overarching goal of open trade and each party's legitimate interest in protecting the integrity and efficiency of its public procurement processes. For participating countries, the GPA sets the baseline for domestic exclusion systems.

Among multilateral institutions, the multilateral development banks (MDBs)—including the WBG and the IDB—have pioneered independent exclusion systems that target recipients of their financing, irrespective of national enforcement actions. Under the WBG and IDB Sanctions Systems, a contractor found culpable of integrity-related misconduct in connection with a financed project may be declared ineligible to participate in bank-financed activities. These frameworks are self-executing: borrowers are obligated under their financing agreements to honor MDB exclusion decisions, and the banks control disbursements to ensure that funds are not released to ineligible entities.

The Cross-Debarment Agreement referenced in this section represents the MDBs' effort to amplify the reach and deterrent effect of their sanctions through mutual recognition. In April 2010, five leading MDBs—the WBG, African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, and IDB—signed the Cross-Debarment Agreement. Under this arrangement, when one participating MDB publicly debars a company or individual for one year or longer, for one or more harmonized sanctionable practices (fraud, corruption, collusion, coercion), the other signatories enforce the same debarment, subject to limited exceptions.

Though developed for distinct purposes, the international and multilateral frameworks and practices collectively shape a global architecture of exclusion grounded in transparency, accountability, mutual reliance, and procedural fairness, providing important reference points for national systems worldwide.

EXCLUSION SYSTEM SUMMARY

WORLD TRADE ORGANIZATION'S AGREEMENT ON GOVERNMENT PROCUREMENT 2012

Note: Unlike most jurisdictions surveyed, the Agreement on Government Procurement 2012 (“GPA 2012”) is a binding international treaty ratified by 21 Parties comprising 48 members of the World Trade Organization (WTO) (as of January 1, 2021). The text of the GPA 2012 is a flexible legal framework providing for minimum requirements that Parties’ national procurement systems must meet. The GPA 2012 applies to procurement for governmental purposes of goods, services, and construction services by central, sub-central and other entities, above threshold values as specified in the Parties’ schedules to the Agreement. This summary is a reproduction of the summary included in the First Edition of the Global Suspension and Debarment Directory (2021).

I. Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? The GPA 2012 provisions on exclusion are permissive and do not mandate that Parties adopt any particular exclusion system (e.g., contract-by-contract exclusions v. an independent exclusion system).

Relevant GPA 2012 Provision: [Art. VIII:4](#)

Primary Legal Foundation: The GPA 2012 and its provisions can be categorized as Public International Law, but Parties are free to decide how they implement the GPA 2012 in the context of their domestic legal systems.

Decision-Maker: The GPA 2012 does not contain any provisions regarding who/which authorities must decide on exclusion. Parties to the GPA 2012 are free to assign decision-making authority to whatever entity or entities they deem appropriate within their legal framework provided that in so doing they act consistently with the GPA 2012.

II. Functioning and Enforcement of a GPA Exclusion System:

General Provisions:

Type of Procedures: Not addressed by the GPA 2012.

Decision Deadline: No specific deadlines required by the GPA 2012.

Provisional Exclusions: Not addressed by the GPA 2012.

Commencement of Proceedings: Specific exclusion procedures are not discussed in the GPA 2012, which provides only that a Party, including its procuring entities, may exclude a supplier if “there is supporting evidence” that grounds for exclusion exist. (GPA 2012, Art. VIII:4)

Notice Requirements & Opportunity to Be Heard: Yes & Yes.**Notice of Procuring Entity Decisions:**

- Suppliers must be given notice of procuring entity decisions, including when an exclusion, provisional exclusion, or suspension becomes effective.
- Parties to the GPA 2012 must require their procuring entities to “promptly inform” a supplier of any decision to reject the supplier’s request for participation in a procurement or determination that the supplier is unqualified (GPA Art. IX:15).
- On request of the supplier, the procuring entity must “promptly provide the supplier with a written explanation of the reasons for its decision” (GPA Art. IX:15).

Opportunity to Be Heard:

- The GPA 2012 requires Parties to establish domestic review procedures that would allow interested suppliers to challenge an alleged breach of the GPA 2012. In the alternative, a supplier must also be allowed to allege that a GPA Party’s measures fail to properly implement the GPA 2012. Pursuant to Art. XVIII:6 of the GPA 2012, Parties must ensure that these procedures provide certain due process rights to all participants in the procurement, including that:
 - The procuring entity shall respond in writing and disclose the evidentiary record to the review body;
 - All participants shall have the right to be heard before the review body comes to a decision;
 - All participants shall have access to all proceedings; and
 - All participants shall have the right to request that proceedings take place in public and that witnesses be presented.

Appellate Review of Exclusion Decisions: Yes.**Nature and Forum of Review:** Administrative and Judicial.

- If procurement challenges are initially reviewed by the procuring entity or another body that is not independent of the procuring entity, the GPA 2012 requires Parties to ensure that the supplier can appeal the initial decision to “at least one” impartial administrative or judicial authority that is independent of the relevant procuring entity (GPA 2012, Art. XVIII:4 and Art. XVIII:5).

Means Available to the Supplier: Forums for judicial review, in conformity with the domestic law of the reviewing country, or for independent administrative review must allow suppliers to:

- Obtain the evidentiary record.
- Make a written submission to the independent review body.
- Request a public in-person hearing with the independent review body.
- Call witnesses to an in-person hearing to testify on the supplier’s behalf.

Duration of Appeal Process: The GPA 2012 provides only that domestic review procedures must be “timely, effective, transparent, and non-discriminatory” (GPA 2012, Art. XVIII:1).

Legal Representation: A supplier may be represented by counsel. Art. XVIII:6 of the GPA 2012 explicitly ensures the right to be represented.

Subsequent Modification of Exclusion Decision: Not addressed by the GPA 2012.

III. Substantive Grounds for Exclusion:

Exclusion Grounds: Art. VIII:4 of the GPA 2012 provides a non-exhaustive list of exclusion grounds on which a Party and its procuring entities may exclude a supplier, subject to there being supporting evidence:

- Bankruptcy;
- False declarations;
- Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
- Final judgments in respect of serious crimes or other serious offences;
- Professional misconduct or acts/omissions adversely reflecting on supplier's commercial integrity; or
- Failure to pay taxes.

The GPA 2012 does not address how its Parties and their procuring entities must establish the above exclusion grounds. GPA 2012 Parties are free to structure their national frameworks to provide for either **automatic** or **discretionary** exclusion.

Exclusion Based on Cross-Debarment: Not addressed by the GPA 2012.

Compliance as a Defense or Mitigation Factor: Not addressed by the GPA 2012.

Other Defenses: Not addressed by the GPA 2012.

IV. Scope and Effect of Exclusion:

Types of Excluded Suppliers: "Suppliers" are defined as persons or a group of persons (GPA 2012, Art. I(t)). Parties thus seem to be free to exclude individuals or corporations, or both.

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- The GPA 2012 does **not** require that exclusions extend to other procuring entities within a Party's jurisdiction, but neither does it prohibit such an extension.
- Art. IX:2 does, however, encourage the minimization of differences in qualification procedures and registration systems across a Party's procuring entities.

Effect on Ongoing Contracts: Not addressed by the GPA 2012.

Effect on Subcontracting: Not addressed by the GPA 2012.

Effect on Excluded Individuals: Not addressed by the GPA 2012.

Tailoring Exclusion: Not addressed by the GPA 2012.

Effect on Affiliates: Not addressed by the GPA 2012.

Duration of Exclusions: Not addressed by the GPA 2012.

Exceptions/Waivers to Exclusions: Not explicitly addressed, although the GPA 2012 does provide for general public interest and emergency exceptions (See, e.g., Art. III).

V. Transparency:

Official List of Excluded Suppliers? Not addressed by the GPA 2012.

Procurement Checks: Not addressed by the GPA 2012.

Reporting on Exclusions: Not addressed by the GPA 2012.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? Not addressed by the GPA 2012.

Contract-By-Contract (e.g., Single-Tender) Exclusion? Not addressed by the GPA 2012.

Subnational Exclusions: Subnational exclusions by covered procuring entities are consistent with, but not required by, the GPA 2012.

VII. Remedies for Parties:

Criminal Referrals: Not addressed by the GPA 2012.

Monetary Remedies: The GPA 2012 allows for Parties to pursue monetary remedies stemming from performance issues. The document does not explicitly address monetary remedies in the context of debarment, however.

Other Non-Exclusion Remedies: None.



EXCLUSION SYSTEM SUMMARY

EUROPEAN UNION DIRECTIVE ON PUBLIC PROCUREMENT 2014

Note: Directive 2014/24/EU of the European Union (the “Directive”) required all twenty-seven (27) Member States to harmonize their respective public procurement laws with the Directive’s provisions. The text of the Directive is a flexible legal framework providing for minimum requirements that Members’ national procurement systems must meet. That Directive is complemented by Directive 89/665/EEC (amended most recently by 2014/23/EU) (the “Remedies Directive”), which provides certain remedies to tenderers when deficiencies or discrepancies are present in a public procurement process.

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework?

- The Directive contains both mandatory and discretionary provisions. Exclusions are country-specific and are not automatically recognized by other Member States. The Directive also does not mandate that Member States adopt any particular exclusion system (e.g., contract-by-contract exclusions v. an independent exclusion system).

Relevant Directive Provision: [Article 57](#). See also Article 41.

Primary Legal Foundation: The Directive and its provisions can be categorized as Public International Law, but Member States are free to decide how they implement the Directive within their respective domestic legal systems.

Decision-Maker:

- The Directive does not mandate which authorities must serve as decision-makers on exclusion. Member States are free to assign decision-making authority to whatever entity or entities they deem appropriate within their legal framework, provided that in so doing they act consistently with the Directive.

Independence: The Directive does not require, nor forbid, that the decision-maker be functionally independent from those responsible for procurement.

II. Minimum Functional Traits in an EU Exclusion System:

General Provisions:

Type of Procedures: The Directive does not provide any mandatory procedural structure for exclusions.

Decision Deadline: No specific deadlines are required by the Directive, though contracting authorities are directed to exclude operators from participation when violation of a non-discretionary ground for exclusion is established. (Directive, Art. 57.1)

Provisional Exclusions: The Directive does not explicitly address provisional exclusion, though it does not forbid it, should a Member State choose to implement such a scheme. The Directive does, however, allow for excluded parties to provide evidence demonstrating their reliability, at which point of contracting authorities shall release an excluded entity from exclusion. This may serve to allow for *de facto* provisional exclusion.

Commencement of Proceedings:

- In a recital, the Directive advises Member States to verify compliance with procurement provisions at various states throughout the procurement process. (Directive, p. 71, Recital 40).
- However, specific exclusion procedures are not discussed in the Directive, which provides only that a Member States may or shall exclude a supplier if “the contracting authority can demonstrate by any appropriate means” that discretionary or non-discretionary grounds for exclusion exist. (Directive, Art. 57) Nonetheless, the Directive does allow contracting authorities to first examine bids on their merits before verifying suitability in regards to exclusion grounds, should a contracting authority desire to do so. (Directive, Art. 56.2)
- The Directive does not address whether a referral (i.e., complaint) from a private or public third-party is required, nor whether it is acceptable.

Notice Requirements & Opportunity to be Heard: Yes & Yes.

- Unsuccessful candidates, inclusive of those not selected due to exclusion, shall be notified as quickly as possible, or within 15 days from receipt of a written request to the contracting authority. (Directive, Art. 55)
 - Notice shall include “reasons for the rejection” (Directive, Art. 55.2).
- An excluded candidate is given the opportunity to disprove the grounds for its exclusion and demonstrate its reliability. (Directive, Art. 57:6).
 - Notice of a subsequent determination of insufficiency in the candidate’s demonstration shall include “a statement of the reasons for that decision.” (Directive, Art. 57.6).

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative or Judicial.

- The Remedies Directive allows interested parties (i.e., tenderers) to appeal “any decision” taken by contracting authorities during the procurement process. (Remedies Directive, Art. 2:1) Member States may require that the petitioner first seek review with the contracting authority (Remedies Directive, Art. 1.5), but the subsequent reviewing body must be independent of the contracting authority. (Remedies Directive, Art. 2.3)
- On review, domestic law governs. (Remedies Directive, Art. 1.1) Domestic law will transpose Directive 2014/24/EU.
- Where the reviewing body is administrative in character as opposed to judicial, its decisions are appealable to a traditional judicial setting. (Remedies Directive, Art. 2.9)
- In addition, the European Commission may enforce corrective measures *sua sponte*, mandating certain responsive actions by the Member State. (Remedies Directive, Art.3)

Cognizable Procedural Defects in Procurement: In addition to substantive errors as recognized in domestic law, remedies may be granted when (Remedies Directive, Art: 2d.1):

- Breach of mandatory contract suspension, resulting from proper appeal. (Remedies Directive, Art. 1.5)
- Contract awarded during ongoing appeal. (Remedies Directive, Art. 2.3)
- Impermissible breach of mandatory standstill period. (Remedies Directive, Art. 2a.2)

Remedies Available to the Supplier: Remedies are generally provided for by each Member State’s domestic law in the form of damages. (Remedies Directive, Art. 2d.2; 2.1(c)) Remedies of procedural defects (*supra*) may include (Remedies Directive, Art. 2e.2):

- Fines against the contracting authority.
- Shortening of the duration of the errantly awarded contract.

Duration of Appeal Process: Petitioners are guaranteed at least ten (10) days to submit an appeal upon receiving notice of a discordant decision by a contracting authority. (Remedies Directive, Art. 2c) The Remedies Directive does not address duration of the adjudication thereafter. Where corrective measures are initiated sua sponte by the European Commission, Member States have twenty-one (21) days to comply. (Remedies Directive, Art. 3.3)

Legal Representation: Not addressed by the Directive.

Subsequent Modification of Exclusion Decision: Not addressed by the Directive.

III. Substantive Grounds for Exclusion:

Automatic Exclusion: Yes, see Directive, Art. 57:1-2. A contractor may face an automatic exclusion (i.e., an exclusion that is mandatorily imposed) following a decision or finding by a competent administrative authority that the contractor engaged in:

- Bribery;
- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud;
- Money Laundering;
- Tax-Related Offenses;
- Labor-Related Offenses;
- Terrorist Offenses or Offenses Linked to Terrorism;
- Participation in a Criminal Organization

Discretionary Exclusion: Yes, see Directive, Art. 57:4. A contractor may face a discretionary exclusion (i.e., an exclusion that may, but need not, be imposed at the discretion of the decision-maker) when one or more grounds for exclusion provided for in the legal framework have been established:

- Anti-Competitive Behavior (incl. Collusion)
- Bankruptcy
- Conflict of Interest
- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Insolvency
- Labor-Related Offenses;
- Misrepresentation
- Violations of Environmental or Social Law;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;
- Professional Misconduct

Exclusion based on Bankruptcy: Bankruptcy & insolvency are *discretionary* grounds for exclusion.

Defenses: Decision-maker may elect to not exclude a supplier when:

- There exists a government interest in avoiding disproportionate penalization
- Unpaid duties are *de minimis* or the balance was not disclosed until after the breach
- Earlier unpaid balance has been satisfied
- Procedural flaws arose during the procurement process (see Remedies Directive)

Compliance as Possible Defense or Mitigating Factor: (Directive, Art. 57:6)

- When the contractor establishes that it has adopted, implemented, and/or enhanced an integrity compliance program to a degree sufficient to prevent further misconduct, such program(s) may serve as a complete defense that absolves a contractor that would otherwise be excluded or sanctioned.
- When the contractor has compensated for any damages caused by its misconduct, such remuneration may serve as a complete defense that absolves a contractor that would otherwise be excluded or sanctioned.
- A contractor “may provide evidence...that measures taken...are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion.”

IV. Scope and Effect of Exclusion:**Scope of Exclusion:****Extension to Other Agencies and Organizations:**

- Exclusions do not necessarily prohibit the contractor from obtaining a contract with another contracting authority within the same Member State, or elsewhere in the EU.
- Exclusions do not automatically extend to subnational governments.
- While the Directive does not provide for mandatory debarment across Member States, each Member State “shall make available...any information relating to the grounds for exclusion[.]” (Directive, Art. 60.5) Recipient states can accept such information as true. (Directive, Art. 63)

Effect on Ongoing Contracts: Contracting authorities reserve the right to terminating ongoing contracts where the contractor ‘should have been excluded from the procurement procedure.’ (Directive, Art 73(b))

Effect on Excluded Contractor: A supplier that was excluded on automatic grounds cannot serve as a subcontractor. A supplier that was excluded on discretionary grounds may be discretionarily excluded by the contracting authority. (Directive, Art. 71.6(b))

- Exclusion must extend to companies controlled by an individual who was excluded on automatic grounds. (Directive, Art. 57.2)

Tailoring Exclusion: Not addressed by the Directive.

Individual Exclusion:

- Individuals and corporations can each be subject to exclusion. (Directive, Art. 2.1(10))
- Grounds to exclude individuals mirror those available to exclude corporations. See *supra*, Section III.
- An individual who was excluded on automatic grounds cannot serve as a subcontractor. An individual who was excluded on discretionary grounds may be discretionarily excluded by the contracting authority. (Directive, Art. 71.6(b))

Effect on Affiliates:

Corporate Affiliates: Exclusion must extend to companies controlled by an individual who was excluded on automatic grounds. (Directive, Art. 57.2)

Extension to Affiliated Individuals: Not addressed by the Directive.

Duration of Exclusions:

Duration Specified in Legal Framework: Article 57.7 specifies maximum periods of exclusion for scenarios in which the relevant domestic adjudicative forum has not set a duration for the judgment.

Duration Depends on Applicable Exclusion Ground? Yes.

- For automatic (i.e., non-discretionary) grounds for exclusion: five-year maximum.
- For discretionary grounds for exclusion: three-year maximum.

Discretion to Deviate? Yes, the domestic decision-maker has discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions: Decision-maker may elect to not exclude a supplier when (Directive, Article 57.3):

- There exists a government interest in avoiding disproportionate penalization.
- Unpaid duties are de minimis or the balance was not disclosed until after the breach.
- Earlier unpaid balance has been satisfied.
- Procedural flaws arose during the procurement process (see Remedies Directive)

V. Transparency:

Official List of Excluded Suppliers? No. The Directive allows for, but does not mandate, the publication of *approved* suppliers, but it does not address the publication of *excluded* suppliers. (Directive, Arts. 59, 61, 64)

- While the Directive does not provide for mandatory publication across Member States, each Member State “shall make available...any information relating to the grounds for exclusion” to other Member States upon request. (Directive, Art. 60.5) Recipient states can accept such information as true. (Directive, Art. 63)

Settlement: Not addressed by the Directive.

Procurement Checks: Contracting authorities have a duty to ensure that contracts are not awarded to excluded tenders. (Directive, Art. 56)

Reporting on Exclusions:

Number of Exclusions: Figures unknown.

Regular Reporting: Contracting authorities are required to record “the names of the candidates or tenderers rejected and the reasons for their rejection” in every completed contract solicitation. (Directive, Art. 84) Such reports shall be made available to the European Commission or other Member States upon request. (Directive, Art. 84.3) In addition, Member States are required to submit a ‘monitoring report’ to the Commission every three years, containing, inter alia, information on “procurement fraud, corruption, conflict of interest and other serious irregularities.” (Directive, Art. 83)

Other Transparency Mechanisms: The European Commission independently collects information from various solicitation and award notices that contracting authorities are mandated to publish in accordance with the Directive. (Directive, Art. 85.1) Upon request from the Commission, Member States must also provide additional, complementary information. (Id.) Further, Member States are required to publish figures on aggregate procurement value every three years. (Directive, Art. 85.2)

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion?

- Not addressed by the Directive.

Contract-By-Contract (e.g., Single-Tender) Exclusion?

- Yes. The Directive is drafted such that exclusion decisions are made on a contract-by-contract basis. This does not necessarily preclude, however, entity-wide exclusion, which is not affirmatively addressed by the Directive.

Subnational Exclusions:

- Not addressed by the Directive.

VII. Remedies for the State:

Criminal Referrals

- Not addressed by the Directive. Left to the discretion of the Member State.

Monetary Remedies

- Not addressed by the Directive. Left to the discretion of the Member State.

Other Non-Exclusion Remedies

- Not addressed by the Directive. Left to the discretion of the Member State.



EXCLUSION SYSTEM SUMMARY

UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

Note: The United Nations High Commissioner for Refugees (UNHCR) is a United Nations agency dedicated to safeguarding the rights and well-being of people who have been forced to flee from their homes. UNHCR is governed by the UN General Assembly and the Economic and Social Council. This summary is a reproduction of the summary included in the First Edition of the Global Suspension and Debarment Directory (2021).

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusion decisions are made independent of the procurement process and according to centralized regulations. Exclusions generally extend to all UN agencies (exclusions based on poor performance, however, extend to UNHCR procurement activities only).

Governing Policy: [UN Supplier Code of Conduct](#). Any breach to this code may lead to the supplier's exclusion from doing business with UNHCR.

Primary Legal Foundation: Administrative/Regulatory Law.

Related Law and Regulation:

- [UN Procurement Practitioner's Handbook](#) (2020).
- UNHCR follows the Model Policy Framework (MPF) for agencies of the UN System, adopted by the High Level Committee on Management Procurement Network to ensure consistent treatment of vendors and reciprocity across UN agencies.

Decision-Maker:

- Exclusion decisions are made by the Vendor Ethics Committee (VEC), a five-member committee chaired by the Head of Supply Management Service and comprised of senior-level officials.
- Performance-related issues and exclusions are decided by a separate Vendor Review Committee (VRC).

Independence: Not required, nor forbidden, that decision-makers be functionally independent from senior procurement officials.

II. Functioning and Enforcement of the Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: No stated deadline for decision-maker to make a final determination.

Provisional Exclusions: A precautionary suspension may be imposed upon request of the party who submitted the case or on the VEC's own initiative.

Commencement of Proceedings:

- Nongovernmental parties can submit complaints and/or evidence to the UNHCR Office of Inspector General for assessment, investigation, and possible referral to the VEC.
- The VEC cannot initiate an exclusion proceeding without such a referral.

Notice Requirements & Opportunity to Be Heard: Yes & No.

Notice of Proceedings:

- Suppliers receive notice of proceedings when the exclusion, including any provisional exclusions or suspensions, becomes effective.
- Notice must contain the grounds for exclusion.
- Decision-maker must make reasoning available to the supplier (but not required to share with the public).
- Notwithstanding such notice, suppliers are not entitled to present a defense to the VEC before its decision.

Appellate Review of Exclusion Decisions: No.

Legal Representation: A supplier may be represented by counsel.

Subsequent Modification of Exclusion Decision: Yes.

- A supplier is entitled, through a request for reconsideration, to seek a modification or early termination of an exclusion after it goes into effect. Suppliers are informed of this option when notified of the VEC's exclusion decision, and a reconsideration request can be submitted to the VEC at any time.

Settlement: The UN may pursue settlements in the context of performance issues. The governing policies do not address the possibility of settlement stemming from debarment proceedings.

III. Substantive Grounds for Government-Wide Exclusion:

Automatic Exclusion: None.

Discretionary Exclusion: Yes.

Based on the VEC's finding that the supplier breached the UN Supplier Code of Conduct or engaged in one of the following proscribed practices:

- Corruption;
- Fraud;
- Collusion and/or infringing competition;
- Coercion or intimidation;
- Obstruction of an investigation;
- Unethical practices.

A separate committee, the VRC, may suspend a supplier from UNHCR contracts for engaging in:

- Poor performance, non-performance, and/or failure to perform on public contracts.

Exclusion Based on Bankruptcy and Cross-Debarment: Discretionary & Automatic.

- UNHCR automatically follows exclusions imposed by other UN agencies and international organizations belonging to the UN system (e.g., the World Bank Group).

- Exclusions imposed by any UN agency, including UNHCR, are added to an Ineligibility List maintained on the UN Global Marketplace website (UNGM.org).

Defenses: The VEC may decide not to exclude the supplier when there are:

- Remedial measures;
- Settlement/agreement;
- Government interest.

IV. Scope and Effect of Exclusion:

Types of Excluded Suppliers: Limited to corporate suppliers; individuals may not be excluded.

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions imposed by the VEC are added to the UNGM Ineligibility List and prohibit the supplier from contracting with any UN agency.
- Suspensions imposed by the VRC for performance-related issues are not added to the UNGM Ineligibility List and apply only to UNHCR contracts.

Effect on Ongoing Contracts:

- Ongoing contracts are automatically cancelled. However, a contract manager can apply to the VEC for a derogation to allow completion of an ongoing contract.
- Subsequent modifications to ongoing contracts are not permitted unless a derogation is granted.

Effect on Subcontracting: An excluded supplier cannot serve as a subcontractor.

Tailoring Exclusion: Exclusion may be limited to certain divisions, operating units, or business lines within the company, if the VEC so decides.

Effect on Affiliates:

Corporate Affiliates:

- The VEC may extend an exclusion to a supplier's affiliated companies (controlling, controlled, under common control).
- Affiliated companies must be given an opportunity to contest the action.
- Exclusion of a corporate supplier may extend to other entities having a link to a particular individual(s) (e.g., the same owner(s) who established another company to circumvent the exclusion). The VEC would have to review a separate case against the affiliated supplier.

Duration of Exclusions:

Duration Specified in Legal Framework:

- Exclusions imposed by the VRC for performance-related issues are between 1 month and 3 years (and not added to the UNGM Ineligibility List).
- All other exclusions are between 3 and 5 years (and added to the UNGM Ineligibility List).

Discretion to Deviate? No. The decision-maker does not have discretion to deviate outside the minimum and maximum durations specified in the legal framework.

Exceptions/Waivers to Exclusions: No. There is no legal mechanism whereby a contract might still be awarded to an excluded supplier during the period of exclusion.

Other Sanctions: In cases of poor performance only, early termination or suspension of one or more contracts is an available remedy.

V. Transparency:

Official List of Excluded Suppliers? Yes, but it is not publicly available.

- Ineligibility List maintained at [UNGM.org](https://ungm.org).
- Ineligibility List provides limited information on the grounds for each exclusion.

Procurement Checks: Yes. UNHCR procurement officials must check the UNGM Ineligibility List before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: Figures unknown, generally. Anecdotally, in 2019, the VEC did not exclude any suppliers from doing business with UNHCR.

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms: None.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? Yes. Exclusions imposed by the VRC for performance-related issues apply only to UNHRC, not to other UN agencies.

Contract-By-Contract (e.g., Single-Tender) Exclusion? No.

Subnational Exclusions: N/A.

VII. Remedies for the UNHCR:

Criminal Referrals: Not addressed by the governing policies.

Monetary Remedies: Chapter 7.5 of the UN Procurement Practitioner's Handbook documents the various monetary remedies available to the UN in the case of performance issues or termination. The UN may pursue liquidated and/or compensatory damages.

Other Non-Exclusion Remedies: None.

EXCLUSION SYSTEM SUMMARY

WORLD BANK GROUP SANCTIONS SYSTEM

Note: The World Bank Group (WBG) consists of the International Bank for Reconstruction and Development (IBRD), the International Development Association (IDA), the International Finance Corporation (IFC), the International Centre for Settlement of Investment Disputes (ICSID), and the Multilateral Investment Guarantee Agency (MIGA). The WBG Sanctions System applies to the WBG's operational lending and development activities.

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusion decisions are made independent of the procurement process and according to centralized regulations. Exclusions prohibit the contractor from being awarded or otherwise benefiting from contracts and projects financed by the World Bank Group (WBG).

Governing Policy:

- [WBG Policy: Sanctions for Fraud and Corruption](#) (WBG Sanctions Policy).
- [WBG Policy: Statute of the Sanctions Board](#).

Related Regulations:

- IBRD and IDA (together, the World Bank, WB, or the Bank):
 - [Bank Directive: Sanctions for Fraud and Corruption in Bank Financed Projects](#).
 - [Bank Procedure: Sanctions Proceedings and Settlements in Bank Financed Projects](#).
- IFC, MIGA, and Private Sector Sanctions Documents:
 - [IFC Sanctions Procedures](#).
 - [MIGA Sanctions Procedures](#).
 - [World Bank Private Sector Procedures](#) (WB guarantee and carbon finance projects).
- [WBG Sanctioning Guidelines](#).
- [Summary of Integrity Compliance Guidelines](#).

Primary Legal Foundation: Administrative/ regulatory law.

Decision-Maker: Centralized; functionally independent.

The WBG Sanctions System is a two-tier adjudicative system.

- First Tier:
 - The [Chief Suspension and Debarment Officer](#) (SDO) decides sanctions cases based on IBRD and IDA public sector operational lending activities (which make up the vast majority of sanctions cases).
 - Institution-specific Evaluation Officers (EOs) review sanctions cases related to the activities of [IFC](#), [MIGA](#), and the World Bank's private sector activities.
- Second Tier:
 - The WBG Sanctions Board decides sanctions cases appealed by contractors from the first tier.

Independence:

- All decision-makers within the Sanctions System must consider each case impartially and solely on its merits. They must further exercise their independent judgment in carrying out their respective roles and responsibilities in accordance with the relevant policies, directives, and procedures (WBG Sanctions Policy).

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:**General Provisions:**

Type of Procedures: Administrative.

Decision Deadline: No stated deadline for decision-maker to make a final determination.

Provisional Exclusions: Yes.

- Contractors are automatically suspended until sanctions proceedings are completed if the recommended sanction is a debarment greater than 6 months.
- Contractors can also be suspended pending the completion of an ongoing investigation in certain circumstances.

Commencement of Proceedings: Referral Required.

- Neither the SDO nor the EOs can initiate an exclusion proceeding without a prior referral from the WBG's Integrity Vice Presidency (INT), which investigates allegations that a firm or an individual engaged in sanctionable practices.
- Parties that are not subject to the sanctions proceedings cannot submit complaints and/or evidence to the decision-maker. Third parties can, however, submit [online](#) complaints to INT.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice of Proceedings:

- Contractors receive a Notice of Sanctions Proceedings when the SDO, the first-tier decision-maker, determines that grounds for sanction exist. In practice, INT will generally send a Show Cause Letter to the alleged contractors before submitting the case to the SDO.
- Notice of Sanctions Proceedings must contain the grounds for exclusion.
- The decision-makers must make their reasoning available to the contractor and the public. The first-tier decision-makers publish [Notices](#) of Uncontested Sanctions Proceedings for all cases not appealed to the Sanctions Board. The Sanctions Board publishes its [decisions](#), which are final and not subject to appeal.

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Obtain the evidentiary record.
 - Make a written submission to the decision-makers: (i) an explanation submitted to the SDO for the decision-maker's reconsideration of the recommended sanctions; and/or (ii) make a written response to the Sanctions Board to contest the case.
 - Request an in-person hearing (only before the WBG Sanctions Board).

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative.

- Contractors may appeal to the WBG Sanctions Board, which will review the case de novo and without deference to the first tier's decision.

Means Available to the Contractor: As part of appellate review, contractors may:

- Obtain the evidentiary record.
- Make a written submission to the appellate body.
- Request an in-person or online hearing with the appellate body.

Duration of Appeal Process: 1 to 2 years.

Legal Representation:

- A contractor **may** be represented by counsel.

Subsequent Modification of Exclusion Decision: No.

- A contractor is not entitled to any opportunity to seek a modification or early termination of exclusion after it goes into effect.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: No.

Discretionary Exclusion: Yes.

The decision-maker must make an administrative finding that the contractor more likely than not engaged in one of these five “sanctionable practices”:

- Corruption;
- Fraud;
- Collusion and/or Infringing Competition;
- Coercion or Intimidation;
- Obstruction of an investigation.

Decision-maker may decide that a sanction other than exclusion is more appropriate.

Defenses: Decision-maker may decide not to exclude the supplier when there are:

- Settlement agreements. A contractor can also negotiate a settlement agreement with INT at any time during sanctions proceedings.
- However, in cases where the sanctionable misconduct took place more than 10 years prior to the date of INT's accusation submission, the SDO closes the matter and notifies INT.

Compliance as Defense or Mitigating Factor:

- When the contractor establishes that it has adopted, implemented, and/or enhanced an integrity compliance program, it may serve as a mitigating factor in the decision maker's determination of appropriate sanctions to be imposed.

Exclusion Based on Bankruptcy and Cross-Debarment: None & Automatic.

- According to the Agreement on Mutual Enforcement of Debarment Decisions (the Cross-Debarment Agreement), the WBG will recognize public debarments imposed by the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, and the Inter-American Development Bank Group that are (i) greater than 1 year in length; and (ii) imposed on the respondent for engaging in one of the four harmonized sanctionable practice definitions – corruption, fraud, coercion, or collusion, unless the recognition would be inconsistent with its legal or other institutional consideration.
- The World Bank does not exclude contractor based on bankruptcy.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions prohibit the contractor from contracting with any WBG institution and any organization whose activities are financed by the WBG.
- Exclusions imposed by the WBG are recognized by the four MDBs pursuant to the Cross-Debarment Agreement.

Effect on Ongoing Contracts:

- Ongoing contracts are **not** automatically cancelled.
- Subsequent (non-material) modifications to ongoing contracts **are permitted**.

Effect on Excluded Contractor:

- Excluded contractor cannot serve as a sub-contractor.
- Exclusion must extend to companies controlled by the excluded individual.

Tailoring Exclusion:

- Yes. Exclusion **may** be limited to certain divisions, operating units, or business lines within the company, if the decision-maker so decides.

Individual Exclusion:

- Individuals and corporations may be excluded.
- An individual can be excluded based on the same grounds as corporation respondents.
- Effect on individuals – If an individual is excluded, the exclusion does not prevent the individual from being employed by a contracting entity that is currently executing contracts for the government.
- Individual liability – Pursuing individual officers' and employees' liability may be a mitigating factor in the decision maker's determination of the appropriate sanction against the corporate respondent.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion **may** apply to affiliates of the contractor (controlling, controlled, under common control). Exclusions are presumed to extend to all controlled affiliates and may extend to controlling affiliates and affiliates under common control if the decision-maker finds the affiliate culpable or responsible for the misconduct.
- Controlling affiliates and affiliates under common control must be given an opportunity to contest the action.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor may extend to individuals that own or control the contractor if the decision-maker finds the individual culpable or responsible for the misconduct.
- Affiliated individuals must be given the opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework: No specification.

- The baseline sanction is 3-year debarment with conditional release. However, depending on the total number of substantiated counts and the applicable aggravating and mitigating factors in each case, the duration of the debarment decision can vary.

Duration Depends on Applicable Exclusion Ground? No.

Discretion to Deviate?

- Yes. The decision-maker has discretion to deviate from the baseline sanction after considering applicable aggravating and mitigating factors pursuant to the WBG Sanctioning Guidelines.

Exceptions/Waivers to Exclusions:

- No. There is not a legal mechanism within the WBG sanctions framework whereby a contract might still be awarded to an excluded contractor during its period of exclusion.

V. Jurisdiction-Wide Transparency and Exclusion List:**Official List of Excluded Contractors?** Yes, and it is publicly available.

- [World Bank Listing of Ineligible Firms and Individuals](#).
- The public list provides limited information on the grounds for each listed exclusion (i.e., the type of sanctionable practice for which an entity or individual was sanctioned).

Disclosure of Settlements: If a contractor settles the exclusion case against it, the information about the settlement will be made available to the public.

Procurement Checks: Yes.

- Procuring entities must check a list of excluded contractors before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: Since 1999, more than 1,000 firms and individuals have been publicly sanctioned by the WBG.

Regular Reporting: The WBG Sanctions System publishes an [annual report](#).

Other Transparency Mechanisms: Press releases of settlement agreements, public notices of sanction determinations, and publication of appealed decisions.

VI. Limited Scope Exclusion Systems:

Not Applicable.

VII. Remedies:

Criminal Referrals

- Decision-maker will never send a criminal referral or share information with criminal enforcement authorities. However, INT routinely sends criminal referrals or share information with criminal enforcement authorities through mechanisms as provided under relevant agreements.
- A criminal enforcement authority that receives such a referral is not obligated to do anything with the referral from INT.

Monetary Remedies

- The exclusion legal framework provides for any monetary remedies, in addition to exclusion, that may be ordered by the decision-maker of the exclusion mechanism that are designed to protect against misconduct.
- Possible monetary remedy amounts that can be imposed on the contractor:
 - Restitution: amount limited to actual money wrongfully involved in contract execution; the restitution amount should be restored to the client country or project.
- Enforcement mechanism(s) for monetary remedy include:
 - Contractor will not be released from the exclusion unless the amount is paid.
- Monetary remedies may be used: for purposes to be decided considering the specific facts and context of the case.
- Voluntary monetary remedies addressed by the respondents can be considered as a mitigating factor in determining the appropriate sanction.

Other Non-Exclusion Remedies:

- Letter of reprimand.
- Conditional non-debarment.



EXCLUSION SYSTEM SUMMARY

WORLD BANK GROUP

CORPORATE PROCUREMENT

Note: The World Bank Group (WBG) consists of the International Bank for Reconstruction and Development (IBRD), the International Development Association (IDA), the International Finance Corporation (IFC), the International Centre for Settlement of Investment Disputes (ICSID), and the Multilateral Investment Guarantee Agency (MIGA). The WBG's Corporate Procurement policies and procedures govern how the WBG contracts with vendors to provide goods and services directly to the WBG institutions.

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- WBG corporate procurement exclusion determinations are made independently of the individual procurement processes and according to centralized WBG policies and procedures. Determinations may result in a vendor's exclusion, conditional non-exclusion, or non-exclusion.
- Exclusion determinations prohibit a vendor from bidding on any WBG corporate procurement solicitations or from receiving any WBG corporate procurement contract awards, while conditional non-exclusion determinations require a vendor to satisfy certain conditions to avoid an exclusion determination.

Governing Policy:

- The WBG [Vendor Eligibility Framework](#).
 - This policy is incorporated into the WBG's standard corporate procurement contract terms and conditions and applies to all vendors that bid on—or are reasonably expected to bid on—or enter into such contracts.
 - This policy differentiates between: (a) eligibility assessments, being the process for determining whether a vendor meets the eligibility criteria required to participate in WBG corporate procurement processes and be registered as a vendor in the WBG's vendor registration system, and (b) exclusion determinations, being the process for determining whether a vendor is excluded from bidding on and receiving WBG corporate procurement contracts in connection with allegations of sanctionable practices. The summary here is generally limited to the second category of exclusion determinations.
 - The processes under this policy apply to the WBG's corporate procurement activities and are distinct from the processes under the [WBG's Sanctions System](#), which address the sanctions applicable to the WBG's operational lending and development activities.

Primary Legal Foundation:

- Internal Administrative Law.

Decision-Maker: Centralized.

- A dedicated senior decision-maker within the WBG's corporate procurement unit decides whether a vendor should be excluded following allegations that the vendor engaged in one or more sanctionable practices.

Independence:

- The decision-maker is within the WBG's corporate procurement unit and is not functionally independent from procurement officials.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:**General Provisions:**

Type of Procedures: Administrative.

Decision Deadline: No stated deadline for decision-maker to make a final determination.

Provisional Exclusions: The decision-maker may temporarily suspend a vendor whenever the decision-maker determines there is a reasonable likelihood that further investigation will lead to an exclusion determination or a conditional non-exclusion determination.

Commencement of Proceedings:

- Referrals are required. The decision-maker can contribute to the initiation of a proceeding by submitting a request to the WBG's Integrity Vice Presidency (INT) for investigation of allegations that a vendor engaged in one or more sanctionable practices.
- In addition, any party, including those external to the WBG, can also submit such complaints and/or evidence to INT directly.

Notice Requirements & Opportunity to Be Heard:

- Yes & Yes.

Notice of Proceedings:

- A vendor subject to exclusion proceedings will receive two written notices. First, a temporary suspension notice notifying the vendor that they have been temporarily suspended pending the decision-maker's final determination. Second, a notice notifying the vendor of the decision-maker's final determination regarding exclusion. In each case, the notice specifies the reasons, effect and duration of the decision.

Opportunity to Be Heard:

- In response to a temporary suspension notice, a vendor may submit a written statement explaining why they should not be excluded.

Appellate Review of Exclusion Decisions: No.

Legal Representation:

- A vendor may be represented by counsel, but they are not required to be represented.

Subsequent Modification of Exclusion Decision: Yes.

- A vendor may submit a written request for reduction or elimination of its exclusion period, only after 50% of its exclusion period has passed.
- The decision-maker may, at the vendor's request, reduce either the duration or extent of the vendor's exclusion, if the decision-maker considers it appropriate to do so having regard to certain specified factors.
- The decision-maker may also vary the conditions or times specified in a conditional non-exclusion determination if the decision-maker considers it appropriate to do so.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion:

No, exclusion determinations are made on a case-by-case basis in circumstances involving allegations of sanctionable practices and are not automatic. However, to be a WBG vendor, a vendor must meet certain eligibility criteria specified in the Vendor Eligibility Framework. Failure to satisfy certain of those criteria may result in a vendor being automatically ineligible to participate in the WBG corporate procurement processes, or to be registered as a WBG vendor.

Discretionary Exclusion: Yes.

To make an exclusion determination, the decision-maker must conclude that the available evidence establishes that the vendor engaged in one or more of the following “sanctionable practices”:

- Corruption;
- Fraud;
- Collusion;
- Coercion;
- Obstruction of an investigation;

Decision-maker may decide not to exclude the supplier when there are:

- Settlement/Agreement

Compliance as Defense or Mitigating Factor:

A vendor subject to exclusion proceedings may submit a written statement in response to a temporary suspension notice. In that statement, the vendor may identify mitigating factors for the decision-maker to consider, at their discretion, prior to making an exclusion determination.

Exclusion Based on Bankruptcy and Cross-Debarment:

- No, exclusion determinations are only made in cases of alleged sanctionable practices and are not based on bankruptcy or cross-debarment.
- Separately, to be eligible and registered to participate in any WBG corporate procurement process, a vendor must meet certain eligibility criteria. Those criteria include that the vendor is (among other things):
 - capable of supplying the relevant goods and services required under the relevant contract,
 - not suspended, debarred, identified on the WBG’s Listing of Ineligible Firms and Individuals or otherwise ineligible to participate in WBG- financed contracts (this includes as a result of any cross-debarment in accordance with the Agreement for Mutual Enforcement of Debarment Decisions), and
 - not identified on the United Nations 1267 sanctions list or any other anti-money laundering or counter-terrorism financing sanctions list monitored by the WBG.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusion determinations only prohibit a vendor from bidding on or receiving WBG corporate procurement contracts and do not automatically extend to the WBG’s operational lending and development activities.
- However, a corporate procurement vendor subject to a corporate procurement exclusion determination may, in certain circumstances, also be separately sanctioned under the WBG’s Sanctions System in respect of the WBG’s lending and development activities.
- No known countries or other international organizations automatically recognize and apply WBG corporate procurement exclusion determinations.

Effect on Ongoing Contracts:

- An exclusion determination prohibits the vendor from bidding on or receiving new WBG corporate procurement contracts but does not automatically terminate any existing corporate procurement contracts with that vendor.
- The WBG may elect to maintain an existing corporate procurement contract with an excluded vendor, or subsequently modify that contract, if in the best interests of the WBG to do so.

Effect on Excluded Contractor:

- An excluded vendor cannot serve as a subcontractor on any new WBG corporate procurement contract.

Tailoring Exclusion:

- Yes, exclusion may be limited to certain affiliates of the vendor, if the decision-maker so decides.

Individual Exclusion:

- Individuals and corporations may be excluded on the same grounds.

Effect on Affiliates:**Corporate Affiliates:**

- Exclusions apply to all affiliates of the vendor (controlling, controlled, under common control), unless the exclusion determination provides otherwise.

Extension to Affiliated Individuals:

- Exclusions also apply to all individual affiliates of the vendor, unless the exclusion determination provides otherwise.

Duration of Exclusions:

Duration Specified in Legal Framework: Discretionary. None stated in the Vendor Eligibility Framework.

Duration Depends on Applicable Exclusion Ground? No.

Exceptions/Waivers to Exclusions:

- The decision-maker may, in exceptional circumstances in their discretion, delay the effective date of an exclusion determination for the purposes of a specific WBG solicitation or contract.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Vendors? Yes, and it is publicly available. For public exclusion determinations, the WBG publishes a publicly available List of [Non-Responsible Vendors](#), which provides the names of vendors subject to corporate procurement exclusion determinations, together with the basis for the exclusions.

Disclosure of Settlements: If a vendor settles the exclusion case against it, will information about the settlement be made available to the public? No.

Procurement Checks: Yes, procurement systems check the vendor database to identify excluded vendors before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: On average, four exclusions per year.

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms: None.

VI. Limited Scope Exclusion Systems:

- Not Applicable.

VII. Remedies:

Criminal Referrals

- Where the WBG has a reason to believe that the laws of a member country may have been violated, the WBG may, in its sole discretion, refer the information as the WBG deems relevant to WBG member country governments, donors, or law enforcement authorities.

Monetary Remedies

- The framework does not provide for any monetary remedies that may be ordered by the decision-maker.

Other Non-Exclusion Remedies: None.



EXCLUSION SYSTEM SUMMARY

INTER-AMERICAN DEVELOPMENT BANK GROUP

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusion decisions are made independent of the procurement process and according to centralized regulations. Exclusions prohibit the contractor from being awarded or otherwise benefiting from contracts and projects financed by the Inter-American Development Bank Group (IDB Group).

Governing Policy:

- The Sanctions Procedures of the IDB Group, which are available [here](#).
- The Sanctions Procedures apply to allegations of prohibited practices, which include fraud, corruption, collusion, obstruction, coercion, and misappropriation, in projects of the IDB Group, i.e., Inter-American Development Bank (IDB or the Bank), the Inter-American Investment Corporation (IDB Invest), and the Multilateral Investment Fund (IDB Lab). See Section 1.1 of the Sanctions Procedures.

Primary Legal Foundation:

- International Administrative Law.

Decision-Maker:

- Decision-maker is centralized and functionally independent.
- The IDB Group Sanctions System is a two-tier adjudicative system.
 - **First Tier:** The Sanctions Officer (SO) is the first decision-maker of the Sanctions System's two-tier adjudication phase. The SO decides cases related to prohibited practices committed within the context of IDB Group operations.
 - **Second Tier:** The Sanctions Committee of the IDB Group is the second and final instance of the Sanctions System's adjudication process. The Sanctions Committee decides the appeals presented by the investigated parties (respondents) against the determinations issued by the SO.

Independence:

- All decision-makers within the Sanctions System must consider each case impartially and solely on its merits. In addition, the Sanctions Committee members must, in taking decisions, act independently and do not answer to or take instructions from IDB Group management, members of the Board of Executive Directors, members of governments, or any other entity or individual (see Article IX of ANNEX A to the Sanctions Procedures -- Sanctions Committee Charter).

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: No stated deadline for decision-maker to make a final determination.

Provisional Exclusions: Yes. In accordance with Section 13 of the Sanctions Procedures, the SO has the authority to impose a temporary suspension on a party, preventing them from participating in or being awarded additional contracts for projects while the sanctions proceedings are ongoing. This temporary suspension has to be requested by the Office of Institutional Integrity of the IDB Group (OII) either at the beginning of the sanctions proceeding or during the investigation, prior to the formal initiation of the proceedings.

Commencement of Proceedings: Referral Required.

- Decision-maker cannot initiate an exclusion proceeding without a prior referral.
 - The SO cannot initiate a proceeding without a formal request from the OII, which investigates allegations of prohibited practices by an individual or a company.
- Parties that are not part of the sanctions proceedings cannot submit complaints and/or evidence to the decision-maker. Instead, third parties can submit complaints and/or evidence to the OII through the [following link](#).

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice of Proceedings:

- The SO will commence the proceedings by sending a formal notice to the investigated party, the respondent, that provides them with the Statement of Charges and Evidence for them to respond. The respondent is allowed to provide evidence and arguments to counter the allegations.
- Notice of proceedings must contain the grounds for exclusion.
- Decision-maker must make reasoning available to the contractor and the public as follows:
- If a contractor is sanctioned, the decision-maker, whether it be the SO or the Sanctions Committee, provides the contractor with a detailed explanation of the reasoning behind the exclusion decision. Additionally, an anonymized summary of the decision is published on the website for public access. The summaries can be found in two separate sections: [Cases of the Sanctions Officer Synopses](#) and [Cases of the Sanctions Committee Synopses](#). This practice is in accordance with Section 8.6 of the Sanctions Procedures, which ensures transparency in the sanctions process. Exclusions are published in a publicly available list.

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Obtain the evidentiary record.
 - Make a written submission to the decision-maker.
 - Request an in-person hearing with the decision-maker (on appeal before the Sanctions Committee only).

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: De novo administrative process.

- The [Sanctions Committee](#) is the second and final instance of the Sanctions System's adjudication process. The Sanctions Committee decides the appeals presented by the respondents against the determinations issued by the SO.
- Respondents have the right to appeal the SO's determinations before the Sanctions Committee, which will review the case de novo, unless the respondent has waived this opportunity pursuant to Section 4.8 of the Sanctions Procedures. It is important to note that the sanction issued by the SO's decision does not bind the

Sanctions Committee, as they will independently review the case and make their own determination.

Duration of Appeal Process: 6 months to 1 year.

Legal Representation:

A contractor **can** be represented by counsel.

Subsequent Modification of Exclusion Decision: Yes.

- A contractor may request a modification or early termination of the exclusion within 1 year of the decision, based on newly discovered facts that could not have been discovered prior to the issuance of the determination or decision.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: No.

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion, an exclusion that may, but need not, be imposed at the discretion of the decision-maker, when one or more grounds for exclusion provided for in the legal framework have been established:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud;
- Collusion and/or Infringing Competition;
- Coercion or Intimidation;
- Obstruction of an Investigation;
- Misappropriation.

The decision-maker may decide that a sanction other than exclusion is more appropriate. The contractor can also negotiate a Negotiated Resolution Agreement with the OII prior to the submission of the Statement of Charges and Evidence to the first-tier decision-maker (see Section 15.4 of the Sanctions Procedures).

Defenses: Decision-maker may decide not to exclude the supplier when there are:

- **Settlement/Agreement:** The decision-maker and the contractor enter into an agreement or settlement with specific conditions under which the contractor will avoid exclusion, so long as the contractor fulfills those conditions to the decision-maker's satisfaction.
- **Other Sanctions:** The decision-maker may determine that a sanction other than exclusion is more appropriate. For instance, the other sanctions can be a public reprimand or a conditional non-exclusion. There is no private reprimand.

The following circumstances can be considered by the decision-maker as mitigating and could lead to a conditional non-exclusion:

- **Remedial measures:** The decision-maker determines that the contractor has taken sufficient remedial measures to address prior acts or has otherwise demonstrated that it would not, in its current condition, pose a risk to the government (e.g., has the contractor "self-cleaned" or is it "presently responsible"?). This will apply when the decision-maker determines that the contractor has taken sufficient remedial measures to address prior acts or has otherwise demonstrated that it would not, in its current condition, pose a risk generally.
- **Compliance system:** The contractor has adopted, implemented, and/or enhanced a satisfactory integrity compliance program.

Compliance as Defense or Mitigating Factor:

- Implementing a satisfactory compliance program may be considered a mitigating factor, which could lead to more favorable conditions for the contractor, such as a reduced period of exclusion. A satisfactory compliance program, among other factors, might reduce the sanction to a conditional non-debarment.
- The decision-maker will evaluate the evidence based on the particular situation of the case, considering factors such as the kind of activity the contractor is accused of doing, the program it says it has implemented, the progress of the compliance program, the condition of the compliance program when the alleged violation happened, and the length of time the program has been running with measurable outcomes. This evidence may be seen as a factor that reduces the severity of the case in the decision-making process.

Exclusion Based on Bankruptcy and Cross-Debarment: No & Discretionary.

According to the Agreement for Mutual Enforcement of Debarment Decisions (Cross-Debarment Agreement), the IDB will enforce public debarments imposed by the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, and the World Bank Group, which comply with certain criteria listed in Section 4 of the Cross-Debarment Agreement.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions prohibit the contractor from obtaining a contract with any entity of the IDB Group and any organization whose activities are financed by the IDB Group.

Subject to certain criteria listed here, exclusions of more than 1 year imposed by the IDB Group will be enforced by 4 Multilateral Development Banks in accordance with the Cross-Debarment Agreement.

Effect on Ongoing Contracts: Ongoing contracts are not cancelled.

Effect on Excluded Contractor:

- Excluded supplier cannot serve as a subcontractor.
- Exclusion may extend to companies controlled by the excluded individual.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Individuals and Corporations.

Grounds to exclude individuals may include, depending on the prohibited practices:

- Direct personal participation;

Recklessness/negligence in supervision; and/or

- The level of control, such as position or interest held in a concern.

- Effect on Individuals – If an individual is excluded, the exclusion may prevent the individual from being employed by a contracting entity that is currently executing contracts for the organization. It will depend on the specific situation.
- Individual liability – A company may benefit from taking action against individuals responsible for prohibited practices, provided that these actions are taken in good faith and are aimed at correcting compliance risks and

exposures while improving overall integrity. Such actions could potentially lead to a more favorable settlement with less onerous terms for the company.

Effect on Affiliates:

Corporate Affiliates:

Exclusion may apply to affiliated companies (controlling, controlled, under common control) (see Section 8.3 of the Sanctions Procedures).

- Affiliated companies must have the opportunity to contest the action.
- Exclusion may extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor may extend to individuals that own or control the contractor and executive officers.
- Affiliated individuals must have the opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework: No specification.

Duration Depends on Applicable Exclusion Ground: No.

- Based on the Harmonized General Principle and Guidelines for Sanctions (Harmonized Sanctioning Guidelines), there is a baseline sanction of a 3-year debarment, which depending on the total number of substantiated counts and the applicable aggravating and mitigating factors in each case, can vary.

Discretion to Deviate: Yes, the decision-maker has discretion to deviate from the duration specified in the legal framework. See above.

Exceptions/Waivers to Exclusions:

- No, there is no legal mechanism whereby a contract might still be awarded to an excluded contractor during the period of exclusion.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, and it is publicly available.

- The list is available [here](#).
- The public list provides information on the grounds for each listed exclusion.
- The public list provides details including name, type of entity (individual/firm), nationality, country, sanction period, ground(s) of exclusion, source, type of sanctions, sanction entity; and other name of the entity (if applicable).

Settlement: If a contractor settles the exclusion case against it, the information about the settlement will be made available to the public but only the fact that a settlement has been reached (and any exclusion imposed as a result).

- A news release is published on the IDB's website [here](#). However, pursuant to Section 15.4 of the Sanctions Procedures, a contractor may only negotiate a settlement with the OII prior to the submission of the Statement of Charges and Evidence to the SO.

Procurement Checks: Yes, procuring entities must check a list of excluded suppliers before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: Figures are known through public report(s) issued by authorities of the jurisdiction.

- In 2022, 52 sanctions were imposed by the SO, all of which were debarments ranging from 1.5 years to 15 years (see [Annual Report 2022](#), pp. 58-59), and 11 sanctions were imposed by the Sanctions Committee (see [Annual Report 2022](#), p. 63).

Regular Reporting: Yes, and these reports are publicly available.

Other Transparency Mechanisms: The SO and the Sanctions Committee publish summaries of cases on the IDB's website ([here](#) and [here](#)). Likewise, the IDB publishes press releases when Negotiated Resolution Agreements are entered into.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? N/A

Contract-By-Contract (e.g., Single-Tender) Exclusion? N/A

Subnational Exclusions: N/A

VII. Remedies:

Criminal Referrals

- Pursuant to Section 14.2 of the Sanctions Procedures, “[i]f the Chief of OII believes that the laws of any country may have been violated by a subject of an investigation or a respondent, subject to institutional considerations and consultation with appropriate IDB Group offices, the Chief of OII may refer the matter to appropriate governmental authorities. The Chief of OII may act on his/her own initiative, or on the recommendation of the SO or Chairperson of the Sanctions Committee. Such referral shall be without prejudice to any referral/s that may be made by members of the IDB Group in the independent exercise of their authority.”
- The referral is made on a case-by-case basis. Pursuant to Section 14.2 of the Sanctions Procedures, the Chief of the OII may refer a matter to appropriate governmental authorities, if they believe that the laws of any country may have been violated by a subject of an investigation or a respondent.

Monetary Remedies

- The exclusion legal framework provides for monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct. Pursuant to Section 8.2.5 of the Sanctions Procedures, other sanctions may be imposed as deemed appropriate by the decision-maker, including, but not limited to, the restitution of funds, and the imposition of fines representing reimbursement of the costs associated with investigations and sanctions proceedings.
- Possible monetary remedy amounts that can be imposed on the respondent:
 - Restitution: amount limited to actual money wrongfully received.
 - Compensatory: amount limited to actual damages suffered.
 - Punitive/fine: the decision-maker may set an amount as a monetary remedy.
 - Other: See Section 8.2.5 of the Sanctions Procedures.
- Enforcement mechanism(s) for monetary remedy include the following:
 - A respondent will not be released from the exclusion unless the amount is paid.
- Monetary remedies may be used: N/A.

Other Non-Exclusion Remedies: Yes, other sanctions may be imposed on respondents.

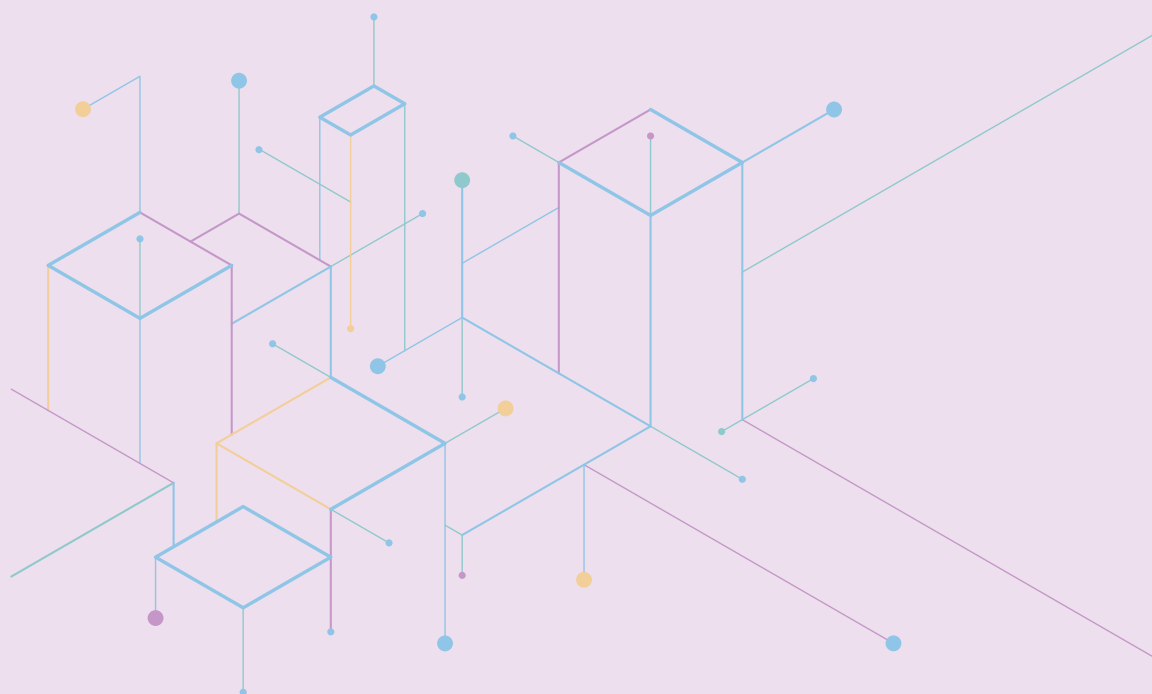
AFRICA

The following section covers three African jurisdictions:

- [EGYPT, ARAB REPUBLIC OF](#)
- [NIGERIA](#)
- [SOUTH AFRICA](#)

South Africa merits particular attention, as it was also featured in the first edition of the Directory. Since then, in 2024, the country has enacted the Public Procurement Act, which introduced significant reforms to its exclusion framework - anticipated in the previous edition as forthcoming legislation. A comparison between the two editions highlights several key developments, most notably the establishment of a Public Procurement Tribunal to adjudicate bid challenges and review exclusion decisions, providing a specialized and independent forum for such matters.

Since the first edition, the Directory has broadened its coverage of exclusion systems across African jurisdictions. These jurisdictions warrant close attention given their significance in the international economy and the sheer size of their public procurement markets. The Working Group intends to expand coverage and engagement in future editions to gain a more comprehensive understanding of emerging exclusion and procurement frameworks across the continent.



EXCLUSION SYSTEM SUMMARY

EGYPT, ARAB REPUBLIC OF

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

Governing Policy:

- Art. 93 of the New Public Contracts Law No. 182 of 2018 ("Law No. 182") provides for the automatic government-wide exclusion of contractors who are convicted of offenses prescribed in Section 4, Chapter 2 of the Egyptian Penal Code, or who have been convicted in tax and customs evasion offenses.

Primary Legal Foundation:

- Criminal law and administrative/regulatory law. Law No. 182 acts as the primary legal foundation for the government-wide exclusion system. This newly enacted law has listed several cases that have led to the enforcement of the government-wide exclusion system. For instance, Arts. 35, 37, 38, and 50 provide for the cases in which the government or administrative entity is entitled to cancel bids, auctions or rescind signed contracts and exclude contractors who are involved in any acts of corruption, fraud, or illegal cooperation for winning or receiving bids or auctions. Meanwhile, Art. 93 of the same law prescribes cases in which the administrative agency is entitled to automatically enforce the government-wide exclusion system against any contractors who were convicted in offenses prescribed in Section 4, Chapter 2 of the Egyptian Penal Code, or who were convicted in tax and customs evasion offenses.

Decision-Maker:

- Decisions to exclude are made at the agency level. There is a designated official or office at the agency level that serves as a decision-maker for government-wide exclusion.

Independence: Not required to be functionally independent from senior procurement officials.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: No stated deadline for decision-maker to make a final determination.

Provisional Exclusions: Yes. According to Law No. 182 and its executive regulation, depending on the nature of contract and the extent of its importance, any decision-maker has the discretionary power to decide whether to suspend a contractor temporarily, pending investigation, or to order the continuation of work.

Commencement of Proceedings:

- Decision-maker can initiate an exclusion proceeding without a prior referral.
- Agencies that are subject to Law No. 182 must create a “contract department” unit in their headquarters, for the purpose of concluding and revising contracts. This department must appoint qualified contract officers, who will then create a file with information on all contractors who have worked or will work with the agency. This is then reported to the General Authority for Government Services, for the purpose of tracking any contractor who is convicted of any offenses from Section 4, Chapter 2 of the Egyptian Penal Code, or in tax or customs evasion cases. By default, the General Authority for Government Services then lists those contractors on its platform as disqualified contractors and categorizes them as excluded.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.**Notice of Proceedings:**

- Art. 39 of Law No. 182 and Art. 10 of its executive regulation determines the duration of the period in which the excluded contractor must be notified of the decision of exclusion and permits a period of 7 days for them to submit an appeal to the decision.
- Contractors receive notice of proceedings when the exclusion, including any provisional exclusions or suspensions, becomes effective.
- Notice of proceedings must contain the grounds for exclusion. Art. 39 of Law No. 182 and Art. 10 of its executive regulation established that a decision of exclusion must be written and articulated to permit the contractor to appeal the decision and rebut any of its written grounds.
- Decision-maker must make reasoning available to the contractor and the public. A copy of the final decision of exclusion and its grounds must be accessible to the public on the General Authority for Government Services on-line platform: <http://www.gags.gov.eg/>.

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Obtain the evidentiary record.
 - Make a written submission to the decision-maker.
 - Request an in-person hearing with the decision-maker.
 - Call witnesses to an in-person hearing to testify on the contractor’s behalf.
- Art. 39 of Law No. 182 and Art. 10 of its executive regulation established that an excluded contractor is entitled to submit an appeal against a decision of exclusion to the decision-maker and can request to be heard to demonstrate their arguments, or to exhibit any evidence or documents to contest the decision of exclusion and its grounds.

Appellate Review of Exclusion Decisions: Yes.**Nature and Forum of Review:** Administrative and Judicial.

- According to Law No. 182, an excluded contractor is entitled to (1) resort to the administrative process to submit an appeal against a decision of exclusion from the decision-maker or (2) resort to the judicial process by filing a lawsuit seeking a judicial revocation of the exclusion decision. The State Council is the administrative judicial authority in Egypt that has the jurisdiction to consider and review that type of case.
- The Egyptian State Council has the exclusive jurisdiction to review, consider, and rule in cases of an administrative nature, such as filing appeals against administrative decisions of exclusions.
- **Duration of Appeal Process:** The length of the reviewing process of appeals is not determined in Law No. 182 or its executive regulation as it differs depending on the nature of each case.

Legal Representation: A contractor **may** be represented by counsel, but representation is at the contractor's expense.

Subsequent Modification of Exclusion Decision: Yes. According to Art. 100 of the executive regulation of Law No. 182 of 2018, any excluded or disqualified contractor is entitled to request a modification of their exclusion status and to be categorized as a qualified contractor if they are acquitted in a criminal trial.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes. A contractor may face an automatic exclusion, where it is mandatory that it be imposed, following a decision or finding by a competent civil, criminal, or administrative authority that the contractor engaged in:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud;
- Collusion and/or Infringing Competition;
- Coercion or Intimidation;
- Obstruction of an Investigation;
- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;
- Labor-Related Offenses;
- Social Harms;
- Conspiracy.

Discretionary Exclusion: Yes. A contractor may face a discretionary exclusion, an exclusion that may, but need not, be imposed at the discretion of the decision-maker, when one or more grounds for exclusion provided for in the legal framework have been established:

- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts

Defenses: Decision-maker may decide not to exclude the supplier when there are:

- Remedial measures;
- Settlement/ agreement;
- Government interest;
- Other sanctions.

Compliance as Defense or Mitigating Factor:

- The Act does not specify whether it has adopted, implemented, or enhanced an integrity compliance program and how it might affect the decision regarding exclusion.
- When the contractor intends to establish that it has adopted, implemented, and/or enhanced an integrity compliance program, the decision-maker would consider:
 - Opinions by counsel or auditor retained by the contractor
 - Evidence from the contractor, such as rules and procedures, internal training materials and records, etc.

Exclusion Based on Bankruptcy and Cross-Debarment: Not Applicable.

- The Act did not specify any cases where the supplier would be excluded on the grounds of bankruptcy. However, Art. 50. (3) states that in the case of bankruptcy, the contract will be rescinded. The supplier will be deleted from the log of admitted suppliers.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions prohibit the contractor from obtaining a contract with any federal agency. Once a contractor has been announced on the website of the General Authority for Government Services as an excluded contractor, no government or administrative agencies that are subject to Law No. 182 shall be involved in any business or agreement with that contractor.
- Exclusions automatically extend to subnational governments.
- There are no known cross-debarments with other countries or international organizations, who would automatically recognize and apply exclusions from Egypt.

Effect on Ongoing Contracts: If a contractor is excluded, ongoing contracts are automatically cancelled. The government or administrative entity can have another contractor resume the work of the excluded contractor, doing so at the expense of the excluded contractor. In this case, the excluded contractor loses the deposited money that was paid as a guarantee for the completion of the work.

Effect on Excluded Contractor: An excluded supplier cannot serve as a subcontractor. If the excluded contractor is an individual, the exclusion must extend to companies controlled by that individual.

Tailoring Exclusion: There is no option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Individuals may be excluded in addition to corporations. Art. 93 of Law No. 182 states that all individual contractors who have been criminally convicted in offenses described in Section 4, Chapter 2 of the Egyptian Penal Code shall be excluded and announced as excluded contractors on the website of the General Authority for Government Services.
- An individual can be excluded based on direct personal participation. Any individual contractor who was convicted of being directly involved in crimes described under Section 4, Chapter 2 of the Egyptian Penal Code, or who was personally convicted in any tax or custom evasion offenses, shall be directly excluded from conducting business with any agency subject to Law No. 182.
- Effect on Individuals: If an individual is excluded, the individual must not be employed by a contractor currently executing contracts for the government, in any capacity.
- Individual liability: Not Applicable.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion may extend to (1) any company that controls the contractor or (2) any company under common control with the contractor. Exclusion must extend to any company that the contractor controls.
- Affiliated companies may have the opportunity to contest the action: An affected party, whether an affiliated company or a third party, may seek judicial recourse by filing a lawsuit challenging the exclusion decision.
- Exclusion must extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- If the excluded contractor is a company, the exclusion must extend to individuals who own or control the company. However, the exclusion does not extend to executive officers, the board of directors, managers, non-supervisory employees, non-controlling shareholders, or a controlling individual.
- Affiliated individuals do not have the opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework: No specification.

Duration Depends on Applicable Exclusion Ground? No.

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions:

- No, there is no legal mechanism where a contract might still be awarded to an excluded supplier during the period of exclusion.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, and it is publicly available.

- The list shall be available on the [General Authority for Government Services website](#).
- If a supplier is excluded, the decision of exclusion will be published on the website, and it will not include any reference to the exclusion grounds.

Disclosure of Settlements: If a contractor settles the exclusion case against it, some information about the settlement would be made available to the public. They would announce the fact that the settlement had been reached and would include any exclusion that had been imposed as a result, but not specific information about the settlement agreement itself.

- All information regarding the enforcement of a decision of exclusion against any contractors, or the abolition of an exclusion decision, must be made public on the website of the [General Authority for Government Services](#).

Procurement Checks: All government-procuring entities that are subject to Law No. 182 must check the list of excluded contractors before awarding a new contract.

Reporting on Exclusions:

Number of Exclusions: Figures are known through public report(s) issued by national government.

- The General Authority for Government Services website can be consulted for the specific number of exclusion decisions and the names of excluded contractors. Moreover, any modifications, changes in decisions, or changes in status of an excluded contractor must be posted on the same website.

Regular Reporting: Yes, requirement for regular reporting on exclusions and the reports are publicly available.

Other Transparency Mechanisms: Further information on exclusions can be found either through consulting the online platform of the General Authority for Government Services or by requesting information from the agency itself.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? Yes.

- Art. 93 of Law No. 182 provides for the automatic jurisdiction-wide exclusion of any contractors who are convicted of offenses prescribed in Section 4, Chapter 2 of the Egyptian Penal Code, or who have been convicted of tax and customs evasion offenses. Thus, a contractor who is excluded according to Art. 93 will be excluded from competing for or receiving any of the procurement contracts awarded by a single entity or agency within the jurisdiction.

Contract-By-Contract (e.g., Single-Tender) Exclusion? No.

- Law No. 182 prescribes a permanent exclusion on any tender or bidding process until there is a change in the status of the excluded contractor, and they are reinstated as qualified contractors who can be awarded contracts and participate in bids and tenders.

Subnational Exclusions:

- Exclusion mechanisms exist at the provincial and state levels.
- Exclusion decisions of one subnational body are recognized at all other provincial, state, and municipal levels.

VII. Remedies:

Criminal Referrals

- The decision-maker will send a criminal referral or share information with criminal enforcement authorities only in extraordinary circumstances, such as when they find potential grounds for corruption, fraud, or other misconduct by the contractor. In this case, the decision-maker will share part of or the entire record of evidence against the respondent.
- A criminal enforcement authority that receives such a referral may or may not initiate an investigation but must report to the referral source and explain its decision.
- Number of criminal referrals and the source and year of the figure: figures unknown.

Monetary Remedies

- The exclusion legal framework does provide for monetary remedies that may be ordered by the decision-maker of the exclusion mechanism. Generally speaking, any contractor or vendor convicted of any of the offenses listed in Section 4, Chapter 2 of the Egyptian Penal Code will be automatically excluded. Additionally, if an agency discovers any act of corruption, they are entitled to retain the depository amount of money paid by the contractor and can also resort to the judicial process, seeking compensation for any loss inflicted on the agency.
- Possible monetary remedy amounts that can be imposed on the respondent:
 - Compensatory: amount limited to actual damages suffered.
- Enforcement mechanism(s) for monetary remedy include:
 - Enforcement procedures available under civil or administrative law.
- Monetary remedies may be used for purposes decided by the decision-maker imposing the remedy.

Other Non-Exclusion Remedies:

- Once a contractor has been selected to be awarded a contract or once a contractor wins a bid, he/she will be obliged to deposit an agreed upon sum of money as a guarantee for the execution of the phases of the contracts.
- Additionally, a contractor will be obliged to present a letter of guarantee issued by one of the national banks as a guarantee for the agency. Therefore, in case a contractor fails to perform his contractual obligation for reasons beyond any force majeure, the agency will be entitled to terminate or cancel the contract and present the letter of guarantee to the bank to request the payment of the amount registered in the letter as compensation for their subsequent loss.

EXCLUSION SYSTEM SUMMARY NIGERIA

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

Governing Policy:

- In Nigeria, both federal and state laws govern public procurements and provide for exclusion as a penalty for contravention of the provisions of the Public Procurement Act/Law. The [Public Procurement Act 2007](#) (PPA) governs the federal agencies and parastatals, while several states have individual public procurement laws that also provide for exclusion.

Primary Legal Foundation:

- Administrative/regulatory law.

Decision-Maker:

- The decision-maker could be centralized at the Bureau of Public Procurement, at the agency level by the procuring entity, or with judicial authority following a criminal conviction.
- Under the PPA, the Bureau of Public Procurement (Bureau) serves as a central decision-maker with the power to debar or exclude bidders in any or all procurement. Under [section 6\(e\) PPA](#), the Bureau shall “debar any supplier, contractor or service provider that contravenes any provision of this Act.” Specifically, the Bureau has the authority to debar contractors, maintain and publish a debarment list, review allegations, request necessary documents, and recommend appropriate sanctions for breaches of the Act.
- Under subsection 16(8)(a)-(g) PPA, a bidder may also have their bid or tender excluded from any particular procurement proceeding by the specific procuring entity. The procuring entity, in such cases, shall inform the Bureau in writing that a bidder has been excluded and provide the grounds for the exclusion. The procuring entity must also keep a record pertaining to the public procurement proceedings.

Independence:

- For government-wide debarment, the formal decision maker, the Bureau, and the relevant judiciaries making the substantive exclusion decisions, are independent of the procuring entity.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Criminal and Administrative.

- Under section 58(6)(a) any legal person that contravenes any PPA provision commits an offense and is liable on conviction to a cumulative penalty of debarment from all public procurement for a period not less than 5 calendar years and a fine equivalent of 25% of the value of the procurement.

- Under any, or a combination, of the situations set out under subsection 16(8)(a)-(g), a bidder may have its bid or tender excluded from any particular procurement proceeding. The Bureau of Public Procurement can debar a bidder from all government procurements when it finds a bidder in contravention of any provision of the Public Procurement Act.

Decision Deadline: The debarment process can last a maximum of 15 weeks, which accounts for notice periods, response, and deliberation.

Provisional Exclusions: None.

Commencement of Proceedings:

- Decision-maker can initiate an exclusion proceeding for cause without a prior referral.
- The Bureau can also initiate an exclusion proceeding following the outcome of an investigative panel at the procuring entity.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker.
- The Bureau will acknowledge receipt of any referral within 14 days and make a provisional decision within 21 days.

Notice Requirements & Opportunity to Be Heard:

Notice of Proceedings:

- Notice will be provided to a supplier within 14 days of a decision by the Bureau to debar. Notice will be dispatched by courier or electronically.
- The respondent will have 14 days to respond and “may submit, in writing or through a counsel, information in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts and any mitigating circumstances.”
- In the event that the proceeding is carried out as part of a criminal proceeding, the notice requirements for criminal defendants will apply.

Opportunity to Be Heard:

- The extant laws within Nigeria do not provide for the specific procedures of exclusion hearings.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Judicial.

Duration of Appeal Process: Greater than 2 years.

Legal Representation:

- A contractor may be represented by counsel in debarment proceedings.
- Where a contractor is penalized and excluded as part of a criminal proceeding, he/she may be represented by counsel at the contractor’s expense, similar to any other criminal defendant.

Subsequent Modification of Exclusion Decision: No.

- A contractor is not entitled to any opportunity to seek a modification or early determination of exclusion after it goes into effect.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: No.

Discretionary Exclusion: Yes.

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud;
- Collusion and/or Infringing Competition;
- Coercion or Intimidation;
- Obstruction of an Investigation;
- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;
- Commercial Regulatory Violations;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;
- Other: Contravention of any of the provisions of the Public Procurement Act.
- Other: Failure to disclose its controlling or subsidiary relationships with respect to other parties to the proceeding.

Compliance as Defense or Mitigating Factor:

- Satisfactory compliance program may be a mitigating factor that may entitle the contractor to more favorable conditions of exclusion, including a reduced exclusionary period.

Exclusion Based on Bankruptcy: Automatic.**IV. Scope and Effect of Jurisdiction-Wide Exclusion:****Scope of Exclusion:****Extension to Other Agencies and Organizations:**

- Exclusions prohibit the contractor from obtaining a contract with any federal agency.
- Exclusions do extend to subnational governments.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: The Bureau may cancel an ongoing contract.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company. The Nigerian Public Procurement Act does not indicate whether a debarment can be tailored to a specific of division a corporate entity.

Individual Exclusion:

- Both individuals and corporations may be excluded.

Effect on Affiliates:**Corporate Affiliates:**

- Exclusion may apply to subsidiary companies of an entity that has been convicted of a crime in relation to procurement misconduct.
- Exclusion may extend to companies controlled by an excluded individual.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor must extend to the directors on the Board of the corporate contractor and may extend to other individuals who own or control the contractor and executive officers (See Sec. 58(7) PPA).
- Affiliated individuals do not have the opportunity to contest the action.

Duration of Exclusions:**Duration Specified in Legal Framework:**

- 5-10 years for the offending party.
- 3-5 years for affiliated individuals (i.e., directors).

Duration Depends on Applicable Exclusion Ground? No.

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions:

- No, there is no legal mechanism whereby a contract might still be awarded to an excluded supplier during the period of exclusion.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, and it is publicly available.

- <https://federalcontractors.bpp.gov.ng/#/debarred-search/list>

Procurement Checks: No, procuring entities are not legally required by national law to check a list of excluded suppliers before awarding a contract. There may be, however, relevant procedures and protocols applicable to specific procuring entities that are not available to the general public.

Reporting on Exclusions:

Number of Exclusions: Figures unknown.

Regular Reporting: No requirement for regular reporting on exclusions.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No.

Contract-By-Contract (e.g., Single-Tender) Exclusion? No.

Subnational Exclusions:

- Exclusion mechanisms exist at the provincial/state levels.
- Exclusion decisions of one subnational body do not extend to other subnational bodies.

VII. Remedies:

Criminal Referrals

- Decision-maker will routinely or in most cases where misconduct is established send a criminal referral or share information with criminal enforcement authorities.
- A criminal enforcement authority that receives such a referral must initiate an investigation.

Monetary Remedies

- In addition to the exclusion being ordered, a fine equivalent to 25% of the value of the procurement in question will be remitted by the contravener.
- Possible monetary remedy amounts that can be imposed on the respondent:
 - Punitive/fine: the decision-maker may set an amount as a monetary remedy.
- Enforcement mechanism(s) for monetary remedy include:
 - Enforcement procedures available under civil or administrative law.
- Monetary remedies may be used:
 - As general fiscal revenue.

Other Non-Exclusion Remedies:

Aside from exclusion, fines and imprisonment may be imposed on the Board of Directors of the corporate contractor.



EXCLUSION SYSTEM SUMMARY SOUTH AFRICA

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusion decisions are made pursuant to two parallel mechanisms (one under criminal law and one under administrative/regulatory law) as governed by national legislation or centralized regulations. Certain exclusions have government-wide effect while others apply only to the procurement at issue.

Governing Policy:

- [Prevention and Combating of Corruption Act 2004](#)
- [Public Finance Management Act](#)
- [Municipal Finance Management Act of 2003](#)
- [Preferential Procurement Framework Act 2000](#)
- [Preferential Procurement Framework Regulations 2022](#)
- [Public Procurement Act 2024 \(PPA\)](#)

Primary Legal Foundation: Criminal Law; Administrative/Regulatory Law.

- Sec. 217 of the Constitution of the Republic of South Africa
- Sec. 15, Chapter 3 Public Procurement Act 2024

Decision-Maker:

There are multiple decision-makers who are centralized, at the agency level, or judicial authority, and functionally independent.

- The procuring institution is the decision-maker that issues a debarment order against a bidder or supplier if the bidder or supplier commits misconducts in terms of Sec. 15.3.

Independence:

- Functionally independent from the contracting authority.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Criminal and Administrative.

Decision Deadline: Decision-maker must make a final determination within a certain time period. The different laws specify the deadlines for instituting the procedures. There is not one specific time limit.

- Criminal Law: Subject to the relevant court deadlines and procedures.

- Administrative Law: Governed by Promotion of Administrative Justice Act, 2000 (“PAJA”)

Provisional Exclusions: Yes.

- There is a provision for an on-off exclusion from a process should the offense be committed during the process.

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- Decision-maker can initiate an exclusion proceeding without a prior referral.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker, who may decide to investigate further and act on these complaints.

Notice Requirements & Opportunity to be Heard: Yes & Yes.

Notice of Proceedings:

- Contractors receive notice of proceedings when:
 - The decision-maker decides that grounds exist and before issuing a debarment order.
- Notice of proceedings must contain the grounds for exclusion (Sec. 15.2(a)).
- Notice also invites the respondent to provide reasons, within 10 days, why the debarment order should not be issued (Sec. 15.2(b)).
- Decision-maker must make reasoning available to the contractor (not to the public).

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker. The decision-makers must consider the reasons submitted by the contractors and decide whether to issue a debarment order (Sec. 15.4(a)).
- The excluded contractors are entitled to a public hearing if they appeal the debarment order to the Tribunal (Sec. 50.3).

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative and Judicial.

- The Public Procurement Tribunal (the “Tribunal”) is established to review the decision of a procuring institution to debar a bidder or a contractor (Sec. 36.1(b)).
- A contractor or a person debarred in terms of PPA Sec. 15(3) may within 10 days of being informed of the decision to debar, submit an application for review to the Tribunal (Sec. 48.1).
- Any party that is dissatisfied with an order of the Tribunal may institute proceedings for judicial review in terms of the Promotion of Administrative Justice Act or any other applicable law.

Duration of Appeal Process: Depends on whether it is a judicial or administrative process.

- Administrative appeals should take less than 6 months.
- Judicial appeals can take up to 2 years or longer.

Legal Representation:

- A contractor **may** be represented by counsel.

Subsequent Modification of Exclusion Decision: Yes.

- A contractor may be entitled to an opportunity to seek a modification or early determination of exclusion after it goes into effect. The procuring institution may (i) reduce the period of the debarment order or (ii) revoke the debarment order, if the order was made in error of fact or law (PPA Sec. 15.5).
- Regarding the review procedure of debarment order, the Tribunal’s panel may (i) confirm the debarment order; (ii) substitute the debarment order for its own; (iii) set aside the debarment order; or (iv) dismiss the appealed application (Sec. 51.2).

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes. A contractor may face an automatic exclusion (i.e., an exclusion that is mandatorily imposed) following a decision or finding by a competent civil, criminal, or administrative authority that the contractor engaged in:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Fraud;
- Collusion and/or Infringing Competition;
- Tax-Related Offenses.

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion (i.e., an exclusion that may, but need not, be imposed at the discretion of the decision-maker) when one or more grounds for exclusion provided for in the legal framework have been established:

- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts.

Defenses: Decision-maker may decide not to exclude the supplier when there are:

- Remedial measures.

Exclusion Based on Bankruptcy and Cross-Debarment: Automatic & No.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions may prohibit the contractor from obtaining a contract with the procuring institutions generally or in circumstances specified in the order (Sec. 15. 10).
- Exclusions automatically extend to subnational governments.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts **are** automatically cancelled in judicial debarments only.

Effect on Excluded Contractor: Excluded supplier cannot serve as a subcontractor.

- Exclusion by the judiciary may extend to companies controlled by the excluded individual.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion: Individuals and corporations.

Grounds to Exclude Individuals:

- Direct personal participation;
- Recklessness/negligence in supervision;
- Position or interest held.

Effect on Individuals: If an individual is excluded, does the exclusion prevent the individual from being employed by a contracting entity that is currently executing contracts for the government?

- The regulations do not cover employment, only directorship and ownership rights in future contracts.

Individual Liability: Individual liability would not affect settlement.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion must apply to affiliated companies (controlling and controlled).
- Affiliated companies do not have the opportunity to contest the action.
Exclusion does not extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor must extend to individuals who own or control the contractor and executive officers as follows.
 - Individuals who own or control the contractor;
 - Executive Officers;
 - Board of Directors;
 - Managers; and
 - Controlling Individual.
- Affiliated individuals do not have the opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework: Longer than 5 years.

Duration Depends on Applicable Exclusion Ground? No.

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions:

- Possibly in practice, a contract may still be awarded to an excluded supplier.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, and it is publicly available.

- [Register for Tender Defaulters and Database of Restricted Suppliers](#)
- Public list provides information on the grounds for each listed exclusion.

Procurement Checks: Yes, procuring entities must check a list of excluded suppliers before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: Figures are known through public report(s) issued by national government. As of September 2025:

- 4 Tender Defaulters
- 217 Restricted Suppliers

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms: No.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? Yes ,via the administrative due process procedures.

Contract-By-Contract (e.g., Single-Tender) Exclusion? Yes.

Subnational Exclusions:

- Exclusion mechanisms exist at the provincial/state and municipal/local levels.
- Exclusion decisions of one subnational are recognized by all other provinces/states/municipal levels.

VII. Remedies:

Criminal Referrals

- Decision-maker will submit a criminal referral or share information with competent authorities for criminal investigations against the respondent. The decision-maker will only share part or the entire record of evidence against the respondent.
- Decision-maker will routinely, or in most cases where misconduct is established, send a criminal referral or share information with criminal enforcement authorities.
- A criminal enforcement authority that receives such a referral must initiate an investigation.

Monetary Remedies

- The exclusion legal framework does provide for any monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct. Fines may be imposed on erring contractors.
- Possible monetary remedy amounts that can be imposed on the respondent:
 - Punitive/fine: the decision-maker may set an amount as a monetary remedy.
- Enforcement mechanism(s) for monetary remedy include:
 - Enforcement procedures available under civil or administrative law.
- Monetary remedies may be used:
 - As general fiscal revenue.

ASIA-PACIFIC

The following section covers jurisdictions within the Asia-Pacific region, encompassing:

- [AUSTRALIA](#)
- [WESTERN AUSTRALIA \(AUSTRALIA\)](#)
- [CHINA](#)
- [HONG KONG SAR, CHINA](#)
- [INDIA](#)
- [INDONESIA](#)
- [JAPAN](#)
- [KOREA, REPUBLIC OF](#)
- [SINGAPORE](#)
- [VIET NAM](#)

Readers will note that this section includes several subnational jurisdictions. Particular attention is drawn to the State of Western Australia, which established its own exclusion system in 2022, the newest among the jurisdictions surveyed in this Directory. Notably, the government of Western Australia consulted the results of the Global Suspension & Debarment Survey in connection with the first edition of this Directory in developing its policy framework, which is an encouraging example of the Directory's practical impact. The Working Group looks forward to supporting similar legislative and policy development efforts in other jurisdictions in the future.



EXCLUSION SYSTEM SUMMARY

AUSTRALIA

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? No.

- Australia does not have a jurisdiction-wide exclusion framework at the Commonwealth level. Exclusions are generally rare, and any exclusions would be ad hoc depending on the agency involved.
- Western Australia ("WA") is the only jurisdiction that has a comprehensive debarment law, see [Procurement Act 2020 \(WA\)](#), Procurement (Debarment of Suppliers) Regulations 2021(WA) and [the Debarment Regime](#). The West Australia Debarment will be discussed in detail in the annex.

Primary Legal Foundation:

- Administrative/regulatory law: [Commonwealth Procurement Rules](#) ("CPRs") (July 1, 2024).

Decision-Maker: Individual Contracting Officer.

Qualification:

- None.

Independence:

- Not required.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: Not addressed.

Provisional Exclusions: None.

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- No, the decision-maker cannot initiate an exclusion proceeding without a prior referral.
- Nongovernmental parties are able to submit complaints and/or evidence.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice:

- Suppliers receive notice when the decision-maker decides that the exclusion should be imposed.
- Notice must contain the grounds for exclusion.
- If a contractor is excluded, the decision-maker must make their reasoning available to the contractor.

Opportunity to Be Heard:

- Suppliers are entitled to procedural fairness and may present a defense to the decision-maker by:
 - Making a written submission to the decision-maker.
 - Requesting an in-person hearing with the decision-maker.

Appellate Review of Exclusion Decisions: Yes (Judicial Review of Government Decisions).

Nature and Forum of Review: Any decision by a Commonwealth public official is subject to judicial review after exhausting the administrative process.

Means Available to the Supplier: As part of appellate review, suppliers may:

- Obtain the evidentiary record.
- Make a written submission to the appellate body.
- Request an in-person hearing with the appellate body.
- Call witnesses to an in-person hearing to testify on the supplier's behalf.

Duration of Appeal Process: 1 to 2 years (on average).

Legal Representation: A supplier may be represented by counsel, at the contractor's expense.

Subsequent Modification of Exclusion Decision: No.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes

- Unsatisfied judicial decision: Section 6.8 of the CPRs prohibits covered Commonwealth agencies from entering into contracts with suppliers "who have had a judicial decision against them (not including decisions under appeal) relating to employee entitlements and who have not satisfied any resulting order."

Discretionary Exclusion: Yes. A contractor may face a discretionary exclusion, when one or more grounds for exclusion provided for in the legal framework have been established:

- Corruption (domestic and public)
- Corruption (domestic and private)
- Corruption (foreign)
- Fraud
- Collusion and/or Infringing Competition
- Coercion or Intimidation
- Obstruction of an Investigation
- Theft or Embezzlement
- Money Laundering
- Terrorist Offenses or Offenses Linked to Terrorism
- Poor Performance, Non-Performance, Failure to Perform on Public Contracts

Compliance as Defense or Mitigating Factor:

- Satisfactory compliance program may be a mitigating factor that may entitle the contractor to more favorable conditions of exclusion, including a reduced exclusionary period.
- When the contractor intends to establish that it has adopted, implemented, and/or enhanced an integrity compliance program, the decision-maker would consider opinions by counsel or auditor retained by the contractor, and evidence from the contractor, such as rules and procedures, internal training materials and records, etc.

Generally, all compliance is self-assessed, monitors are rarely used in Australia (although they have been used in the casino context, with Crown Casino having Kroll as a monitor due to a history of AML offenses)."

Exclusion Based on Bankruptcy and Cross-Debarment: Australia may exclude contractors based on bankruptcy, but does not apply it cross-debarment based on any other jurisdiction's exclusion regime.

No Other Shared Substantive Grounds or Commonwealth-Wide Exclusion Program:

- Aside from the above, each agency sets its own exclusion grounds and decides whether to follow another agency's exclusions.
- Exclusion decisions are entirely discretionary.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Types of Excluded Suppliers: Corporations only.

Scope of Exclusion:

Extension to other Government Agencies: No.

- Exclusions do not automatically extend to subnational governments.
- No known countries or international organizations that automatically recognize and apply exclusions from Australia.

Effect on Ongoing Contracts:

- No automatic cancellation of ongoing contracts.
- Subsequent modifications to ongoing contracts are not affected by a supplier's exclusion.

Effect on Excluded Contractor:

- An exclusion does not prevent the supplier from acting as a subcontractor.

Tailoring Exclusion:

- No option to tailor the exclusion to certain divisions, operating units, or business lines within a corporate supplier.

Individual Exclusions:

- Exclusion is limited to corporations.
- Grounds to exclude individuals: N/A where exclusion is limited to corporations.
- Effect on Individuals: N/A where exclusion is limited to corporations.
- Extension of exclusion to companies controlled by an excluded individual: N/A where exclusion is limited to corporations.

Effect on Affiliates:

- Does not extend to affiliated companies or individuals.

Duration of Exclusions: The legal framework does not specify a duration for exclusions.

Exceptions/Waivers to Exclusions: Not addressed.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? No.

Disclosure of Settlements: Settlements are entirely confidential

Procurement Checks: No. Procuring entities are not required to check a list of excluded suppliers before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: Figures unknown.

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms: No (except potential requests to individual agencies under the Freedom of Information Act).

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? Ad hoc orders exist.

Contract-By-Contract (e.g., Single-Tender) Exclusion?

- Any exclusions would be ad hoc depending on the agency involved, which may include contract-by-contract exclusions

Subnational Exclusions:

- Exclusion mechanisms exist at the provincial/state levels.
- Decisions taken by one subnational body are not recognized by other subnational bodies.
- States also have their own independent anti-corruption commissions to which people can report allegations of serious corrupt conduct by public officials or the misuse of public funds.
- For example, in Western Australia, an exclusion system is established under [Procurement Act 2020 \(WA\)](#) and Procurement (Debarment of Suppliers) [Regulations 2021\(WA\)](#).

VII. Remedies:

Criminal Referrals

- It is not common for a decision-maker to submit a criminal referral to or share information with competent authorities for criminal investigations against the respondent unless self-evident criminal conduct is identified.
- Whether a referral is sent depends upon the evidence.
- A criminal enforcement authority that receives such a referral may or may not investigate, and need not give a reason for its action or failure to act.
- The number of criminal referrals is unknown.

Monetary Remedies

The exclusion legal framework does not provide for any monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct.

Other Non-Exclusion Remedies: None

ANNEX: EXCLUSION SYSTEM SUMMARY WESTERN AUSTRALIA

I. Jurisdiction-Wide Legal and Institutional Framework:

- Western Australia (WA) is the only jurisdiction that has a comprehensive debarment law, see [Procurement Act 2020 \(WA\)](#), Procurement (Debarment of Suppliers) [Regulations 2021](#) (WA) and the [Debarment Regime](#).

Governing Policy:

- [Procurement Act 2020](#) (WA).
- Procurement (Debarment of Suppliers) [Regulations 2021](#) (WA).
- [Debarment Regime](#).

Primary Legal Foundation:

- Administrative/ regulatory law.

Decision-Maker:

- Decision-maker is Department CEO at agency level
- Procurement (Debarment of Suppliers) Regulation, Rule 5 states that “The Department CEO may debar a supplier from supplying goods, services or works to State agencies because of any conduct of the supplier or of a senior officer that (a) the conduct is conduct for which a supplier may be debarred [and] (b) the debarment is in the public interest.”

Independence:

- Not required

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative

Decision Deadline: Yes. Decision-maker must make a final determination within 3 years since the conduct occurred.

Provisional Exclusions: Yes. WA law allows suspending supplier who is under investigation by the Department CEO related to conduct that is debarment conduct (R15).

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- Yes, the decision-maker can initiate an exclusion proceeding without a prior referral. The Department CEO may carry out an investigation into whether a supplier should be debarred if the Department CEO reasonably

suspects that the supplier has engaged in debarred misconduct. (R12) An investigation may be carried out on the initiative of the Department CEO or at the request of a state agency.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice of Proceedings:

- Contractors receive notice of proceedings when:
 - the exclusion, including any provisional exclusion or suspension, becomes effective
 - the Department CEO must give a supplier notice of a decision to suspend or debar the supplier and before deciding whether or not to debar a supplier, the Department CEO must give the supplier a notice advising the supplier that the debarment is under consideration (R13, R14, R17).
- Notice of proceedings must contain the grounds for exclusion.
- Decision-maker must make reasoning available to the contractor.

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Make a written submission to the decision-maker.
 - The Show Cause Notice must specify the period, being not less than 7 days, within which the supplier may make submissions to the Department CEO about the proposed debarment. The Department CEO must consider any submission dully made by the supplier before making the debarment decision (R13).

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative.

- A supplier who has been debarred or suspended may request the Department CEO to reconsider the decision to debar or suspend.

Duration of Appeal Process: Not addressed.

Legal Representation:

- A contractor may be represented by counsel.

Subsequent Modification of Exclusion Decision: Yes.

- A contractor is entitled to any opportunity to seek a modification or early determination of exclusion after it goes into effect.
- On receipt of the request, the Department CEO must reconsider the decision to debar or suspend the supplier and may revoke or amend the debarment or suspensions.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion, an exclusion that may, but need not, be imposed at the discretion of the decision-maker, when one or more grounds for exclusion provided for in the legal framework have been established:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud;
- Collusion and/or Infringing Competition;
- Coercion or Intimidation;

- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;
- Labor-Related Offenses;
- Social Harms;
- Environmental Harm;
- Terrorist Offenses or Offenses Linked to Terrorism;
- Commercial Regulatory Violations;
- Other: Human Trafficking

Defenses: Decision-maker may decide not to exclude the supplier when there are:

- Remedial measures;
- Settlement/ agreement;
- Government interest;
- Other sanction;
- Compliance system.

Compliance as Defense or Mitigating Factor:

In determining the debarment, the Department CEO may consider

- Any remedial measures taken by the supplier in respect of the conduct
- Any mitigation circumstances relating to that conduct
- Whether the supplier had effective standards of operation and internal control systems in place at the time of that conduct.
- Whether the supplier brought that conduct to the attention of the appropriate government authority in a timely manner on becoming aware of it
- Whether the supplier has fully investigated the circumstances in which that conduct occurred and made the result of the investigation available to the Department of CEO

Exclusion Based on Bankruptcy and Cross-Debarment: No.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions do not prohibit the contractor from obtaining a contract with any federal agency.
- Exclusions do extend to subnational governments. A State agency must comply with a decision to debar or suspend a supplier.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are not automatically cancelled.

Effect on Excluded Contractor: Excluded supplier cannot serve as a subcontractor

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Individuals and corporations.
- Grounds to exclude individuals – An individual can be excluded based on.
 - Any conduct of a senior officer of the supplier if the conduct may be debarred.

- Effect on individuals – If an individual is excluded, does the exclusion prevent the individual from being employed by a contracting entity that is currently executing contracts for the government? Yes.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion may extend to companies controlled by the excluded individual.
- The Department CEO may also debar an affiliate of a supplier who was debarred for relevant conduct only if the period since the supplier was debarred does not exceed 3 years (whether or not the supplier remains debarred) (R5)

Duration of Exclusions:

Duration Specified in Legal Framework:

The [WA Procurement \(Debarment of Suppliers\) Regulations 2021](#) sets a period of between 2 and 5 years. (Schedules 1-2)

Duration Depends on Applicable Exclusion Ground? Yes.

- The WA [Debarment Regime](#) establishes the [Exclusion table](#) that summaries the maximum duration of debarment conduct might be depends on applicable exclusion ground.

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions:

- Yes, [The Procurement \(Debarment of Suppliers\) Regulations 2021](#) provides for a discretionary power to permit supplies after a sanctions order has been made.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes

On 1 January 2022, the supplier debarment regime commenced operation. The [Exclusion List](#) is published

- Public list does not provide information on the grounds for each listed exclusion.
- Public list provides details including supplier's name, period of debarment, commencement date and end date.

Disclosure of Settlements: Settlements are entirely confidential

Procurement Checks: Yes, procuring entities must check a list of excluded suppliers before awarding a contract.

Reporting on Exclusions:

Regular Reporting: the Procurement (Debarment of Suppliers) Regulations 2021 (WA) provides for a public debarment register.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? Yes.

Contract-By-Contract (e.g., Single-Tender) Exclusion? Yes.

VII. Remedies:

Criminal Referrals

- It is not common for a decision-maker to submit a criminal referral to or share information with competent authorities for criminal investigations against the respondent unless self-evident criminal conduct is identified.
- Whether a referral is sent depends upon the evidence.
- A criminal enforcement authority that receives such a referral may or may not investigate and need not give a reason for its action or failure to act.
- The number of criminal referrals is unknown.

Monetary Remedies

- The exclusion legal framework does not provide for any monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct.

Other Non-Exclusion Remedies:

- The WA regime only provides for debarment, not other remedies.



EXCLUSION SYSTEM SUMMARY CHINA

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusion decisions are made outside the procurement process and according to national legislation or centralized regulations. Most exclusions have government-wide effect, while others apply only to the procurement at issue.

Governing Policy:

- The Bidding Law (Order No. 21 of 1999, last updated in 2017): Generally applicable to select works and construction projects:
 - Art. 53, Art. 54, and Art. 60 ([En & Cn](#))
 - Art. 67 and Art. 68 of Implementing Regulations (2019 Revision) (Partial [En](#) / [Cn](#))
- The Government Procurement Law (the “GPL”) (Order No. 68 of 2002, last updated in 2014): Applicable to all procurements not covered by the Bidding Law:
 - Art. 13, Art. 22, and Art. 77 ([En](#))
 - Art. 19, Art. 73, and Art. 74 of Implementing Regulations (Order No. 658) ([Cn](#))

Other Related Regulations:

- Administrative Procedure Law (Order No. 16 of 1989) ([En](#))
- Administrative Reconsideration Law (Order No. 16 of 1999) ([En](#) / [Cn](#))
- Measures for Challenges and Complaints against Government Procurement

Primary Legal Foundation:

- Administrative/Regulatory Law.

Decision-Maker:

- Decision-maker is relatively centralized and functionally independent from senior procurement officials.
- The finance departments at all levels of government are charged with supervising procurement activities and making exclusion decisions.
- **Qualification:** The Government Procurement Law generally requires procurement personnel to possess relevant professional qualities and skills.
- **Independence:** Yes. The Government Procurement Law requires a separation between the finance departments and procurement officials.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

- **Type of Procedures:** Administrative.
- **Decision Deadline:** Decision-maker must make a final determination within 30 days.

- **Provisional Exclusions:** Yes, but provisional exclusions may not exceed 30 days.

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- Decision-maker can initiate an exclusion proceeding without a prior referral.
- Nongovernment parties can submit complaints to the decision-maker.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice of Proceedings:

- Contractors receive notice of proceedings when:
 - An investigation into the underlying grounds is commenced.
 - The decision-maker decides that grounds exist.
- Notice of proceedings is required to contain the grounds for exclusion.
- Decision-maker must make reasoning available to the supplier; relevant details are also included in the public exclusion list.

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Obtain the evidentiary record;
 - Make a written submission to the decision-maker;
 - Request an in-person hearing with the decision-maker;
 - Call witnesses to an in-person hearing to testify on the contractor's behalf.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative and Judicial.

- Suppliers can request reconsideration before the relevant administrative body.
- Suppliers can also initiate an action for review before the people's court, with or without first requesting reconsideration before the administrative body.

Duration of Appeal Process: Within 60 days for administrative reconsiderations.

Legal Representation:

- A contractor **may** be represented by counsel.

Subsequent Modification of Exclusion Decision: No.

- Except through the appeal process described above, a supplier is not entitled to any formal opportunity under the relevant laws to seek a modification or early termination of exclusion after it goes into effect.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes. A contractor may face an automatic exclusion, an exclusion that is mandatory to be imposed, following a decision or finding by a competent civil, criminal, or administrative authority that the contractor engaged in:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud;
- Collusion and/or Infringing Competition;

- Coercion or Intimidation;
- Obstruction of an Investigation;
- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;
- Labor-Related Offenses;
- Social Harms;
- Terrorist Offenses or Offenses Linked to Terrorism;
- Commercial Regulatory Violations.

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion, an exclusion that may, but need not, be imposed at the discretion of the decision-maker, when one or more grounds for exclusion provided for in the legal framework have been established:

- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;

When a basis for discretionary exclusion is established, the decision-maker may decide not to exclude a supplier depending on the severity of the supplier's actions. A supplier may also avoid exclusion by implementing remedial measures to address its adherence to certain non-substantive requirements in a procurement process.

Defenses: Decision-maker may decide not to exclude the supplier when there are:

- Remedial measures.

Exclusion based on Bankruptcy and Cross-Debarment: Automatic & Discretionary.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Types of Excluded Suppliers:

- Individuals and Corporate Suppliers.

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions based on Art. 22 of the Government Procurement Law do not prohibit the supplier from contracting with other governmental agencies (exclusion decisions are contract-by-contract), although the same facts could constitute an exclusion ground in every subsequent tender process.
- All other exclusions prohibit the supplier from contracting with any government agency and automatically extend to subnational governments.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are not automatically cancelled, except that the contract involving the misconduct giving rise to the exclusion decision may be automatically cancelled.

Effect on Excluded Contractor: Excluded supplier cannot serve as a subcontractor.

- Exclusion may extend to companies controlled by the excluded individual.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Effect on Individuals – If an individual is excluded, the exclusion does not prevent the individual from being employed by a contracting entity that is currently executing contracts for the government.
- A company may enter into a better settlement with less onerous terms if it disciplines responsible individuals.

Effect on Affiliates:**Corporate Affiliates:**

- Exclusion does not automatically extend to affiliated companies (controlling, controlled, under common control). In practice, and depending on the nature of the relationship, it is possible that a contracting authority may refuse to accept a bid from a controlled affiliate of a sanctioned supplier.
- Exclusion may extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- Exclusion of a corporate supplier **may** extend to the supplier's project manager in certain cases in which the exclusion was based on violation of regulations during the contract's performance.
- Affiliated individuals must have the opportunity to contest the action.

Duration of Exclusions:**Duration Specified in Legal Framework:**

- Bidding Law: Between 1 and 5 years.
- Government Procurement Law: Between 1 and 3 years.

Duration Depends on Applicable Exclusion Ground?

- Bidding Law: Yes.
 - One to three years for corruption, fraud, and collusion.
 - Two to five years for poor performance or non-performance of a contract.
- Government Procurement Law: No, duration will depend on the circumstances of each case.

Discretion to Deviate?

- No, the decision-maker does not have discretion to deviate from the durations specified in the legal framework.

Exceptions/Waivers to Exclusions:

- No, there is no legal mechanism whereby a contract might still be awarded to an excluded supplier during the period of exclusion. However, Art. 85 of the Government Procurement Law specifies the exceptional circumstances where GPL does not apply, including (i) emergency procurement due to serious natural disaster or other force majeure matters, and (ii) procurement involving national security or State secrets.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, for exclusions under the Government Procurement Law only; the exclusion list is publicly available.

- Most exclusions on the public list are based on Art. 77 of the Government Procurement Law.
- The public list provides information on the grounds, punishment results, punishment date, and law enforcement authorities for each listed exclusion.
- While there is no consolidated list for exclusions under the Bidding Law, the relevant local government will generally publicize their exclusion decisions. Other government departments also maintain databases related to their integrity actions. For example, the [Ministry of Housing and Urban-Rural Development](#) maintains [a database](#) of actions against construction entities.

Disclosure of Settlements: If a contractor settles the exclusion case against it, only the fact that a settlement has been reached (and any exclusion imposed as a result) would be made public.

Procurement Checks: Suppliers are required to provide relevant certifications to support their eligibility to participate in a procurement; procuring entities may use this information to investigate the supplier's qualifications.

Reporting on Exclusions:

Number of Exclusions: Figures are discernible from the [public exclusion list](#) for the Government Procurement Law. As of October 7, 2024, there were 1522 entities' names on the blacklist.

Regular Reporting: Under the Government Procurement Law, decisions made by finance departments are published on the media designated by the finance department under the people's government above the provincial level.

Other Transparency Mechanisms: The exclusion action taken is automatically linked to each company's corporate profile on [Credit China](#), a public information platform for Chinese companies' basic corporate and credibility information.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No, the legal framework does not envision such entity-wide exclusion. However, in practice, many Chinese State-owned enterprises (SOE) and non-SOEs have adopted and implemented their group/entity-wide integrity compliance program, which usually includes one or several entity-wide blacklists prohibiting or restricting certain business partners of high-level compliance risks from participating in the procurement activities of such entity or group of entities.

Contract-By-Contract (e.g., Single-Tender) Exclusion? Yes, per Art. 22 of the Government Procurement Law.

Subnational Exclusions:

- Exclusion mechanisms exist at the provincial/state and municipal/local levels.
- Exclusion decisions of one subnational body are recognized by all other provinces/ states/ municipal levels.

VII. Remedies:

Criminal Referrals

- Decision-maker will only in extraordinary circumstances send a criminal referral or share information with criminal enforcement authorities.
- A criminal enforcement authority that receives such a referral may or may not initiate investigation, but must report to the referral source and explain its decision.

Monetary Remedies

- The exclusion legal framework does provide for monetary remedies that may be ordered by the decision-maker of the exclusion mechanism to protect against misconduct.
- Possible monetary remedy amounts that can be imposed on the respondent:
 - The Bidding Law provides that the decision maker may impose a discretionary monetary penalty of 0.5%-1% of the total contract amount, in addition to a forfeiture of the entire illegal proceeds.
- Monetary remedies may be used:
 - As general fiscal revenue.

EXCLUSION SYSTEM SUMMARY

HONG KONG SAR, CHINA

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

Governing Policy:

- [Government procurement process](#) is generally bound by the Stores and Procurement Regulations (SPR) issued by the Financial Secretary under the Public Finance Ordinance in all procurement-related matters, including exclusion mechanisms. However, the SPR provides only generic guidelines, and departments usually develop their own procedures and arrangements (including debarment procedures) additional to the general Regulations. Only certain sections of the [SPR](#) are available to the public, and the departmental procedures and arrangements are not public but may be made available to potential tenderers, on a case by case basis at the department's discretion.
- SPR states that “*Exclusion of a contractor/supplier/service provider: Departments may consider including a clause to reserve the right for the Government to exclude a contractor/supplier/service provider from a tender exercise on grounds such as: (i) bankruptcy; (ii) false declarations; (iii) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts; (iv) final judgements in respect of serious crimes or other serious offences; (v) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the contractor/supplier/service provider; or (vi) failure to pay taxes.*”

Primary Legal Foundation:

- Administrative.

Decision-Maker: At agency level.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: No stated deadline for decision-maker to make a final determination.

Provisional Exclusions: None.

- None provided in the SPR but internal government department policies and guidelines that are not made to the public may have different provisions.

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- Decision-maker can initiate an exclusion proceeding without a prior referral.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker.
- The tender boards or selection boards of government departments closely monitor current contractors' fulfillment of their contractual obligations through performance records. These records will be taken into account when government departments consider these contractors for future tenders or consultancy proposals. It is uncommon that government departments would commence action to exclude / debar a contractor preemptively.
- Under the SPR, a tenderer recommended for the award of a service contract of a significant value is, in addition to its technical capability, financially capable of completing the contract by conducting financial vetting. For contracts that require significant working capital for financing its operation, the tendering department may ask for the contractor's banks on its credit history (e.g., the availability of credit facilities and the undrawn balance in the bank account of the contractor at a particular date, usually shortly after submission of the tender). We consider this to fall within evidence made by third parties to the decision-maker.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.**Notice of Proceedings:**

- Contractors receive notice of proceedings when the decision-maker becomes aware of potential grounds for exclusion.
 - As soon as it becomes apparent that the performance of a contractor or consultant is not satisfactory or is deteriorating, the concerned department must notify the contractor or consultant in writing. If no improvements are made, the department may consider excluding the contractor from bidding the government's new contracts. Please note that all other exclusion mechanisms are within the tendering government departments' internal policies and guidelines, which are not made known to the public.
- Notice of proceedings must contain the grounds for exclusion.
 - For proposed exclusion due to the contractors' poor performance or non-performance of its contractual obligations under a current tender, the relevant notice must contain that ground for the proposed debarment. The content of the notice and all other exclusion mechanisms are otherwise within the tendering government departments' internal policies and guidelines, which are not made known to the public.
- Decision-maker must make reasoning available to the contractor (not to the public).

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker:
 - Detailed requirements on how a contractor would explain the unsatisfactory performance is not specified in the SPR and are subject to the tendering departments internal policies and guidelines.

Appellate Review of Exclusion Decisions: Yes.

- Whether appellate review is provided is within the tendering government departments' internal policies and guidelines, which are not made known to the public.

Nature and Forum of Review: Administrative

- Contractors may lodge complaints about the process or result of a procurement exercise to the procuring department, the relevant tender board / consultants selection board, or the Office of the Ombudsman. If there is suspected corruption, complaints may be made to the [Independent Commission Against Corruption \(ICAC\)](#). For procurements covered by the [World Trade Organization's Agreement on Government Procurement](#), the contractor may also make a complaint to the Review Body on Bid Challenges.

Duration of Appeal Process: Uncertain.

This depends on the complexity of the case, the appeal route used by the contractor, and the tendering department in question.

Legal Representation:

- A contractor **may** be represented by counsel.

Subsequent Modification of Exclusion Decision: Uncertain.

- This is within the tendering government departments' internal policies and guidelines, which are not made known to the general public.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes. A contractor may face an automatic exclusion, an exclusion that is mandatory to be imposed, following a decision or finding by a competent civil, criminal, or administrative authority that the contractor engaged in:

- Terrorist offenses or offenses linked to terrorism;
- National security related offenses.

The SPR places great emphasis on considering whether engaging a contractor would contravene national security. Specific clauses to allow disqualification of tenderers and to terminate the contract in the interest of national security have been introduced into the standard contract forms. Departments are expected to incorporate them in their contracts for procurement.

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion, an exclusion that may, but need not, be imposed at the discretion of the decision-maker, when one or more grounds for exclusion provided for in the legal framework have been established:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud;
- Collusion and/or Infringing Competition;
- Coercion or Intimidation;
- Obstruction of an Investigation;
- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;
- Labor-Related Offenses;
- Social Harms;
- Commercial Regulatory Violations;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;
- Professional misconducts or acts or omissions that adversely reflect the commercial integrity of the contractor/supplier/service provider.

Defenses: Decision-maker may decide not to exclude the supplier when there is:

- Compliance system. The existence of a compliance system is only applicable to exclusion arising from poor performance of the contract.

Compliance as Defense or Mitigating Factor:

- Satisfactory compliance program may be a complete defense that absolves a contractor who otherwise should be excluded or punished under the exclusion system.
- When the contractor intends to establish that it has adopted, implemented, and/or enhanced an integrity

compliance program, the decision-maker considers evidence from the contractor, such as rules and procedures, internal training materials and records, etc.

- Per the SPR, the tendering department shall devise an effective monitoring mechanism to ensure that a contractor or consultant performs to standard and complies with the terms of a contract. If the department, after monitoring the contractor, is satisfied that the contract is now being performed adequately, they would consider that the contractor has followed the compliance system.

Exclusion Based on Bankruptcy and Cross-Debarment: Discretionary & No.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions by one agency do not prohibit the contractor from obtaining a contract with any other agency.
- Exclusions do not extend to subnational governments.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are not automatically cancelled.

Effect on Excluded Contractor: Excluded supplier can serve as a subcontractor.

- Exclusion may extend to companies controlled by the excluded individual.
 - There are no rules on this under the SPR. However, it may be within the tendering government departments' internal policies and guidelines, which are not made known to the general public.

Tailoring Exclusion: Yes, exclusion may be limited to certain divisions, operating units, or business lines within the company, if the decision-maker so decides.

Individual Exclusion:

- Individuals and corporations may be excluded.
- Grounds to exclude individuals – An individual can be excluded essentially analogous grounds as corporations.
- Individual liability – How would individual liability affect settlement, if any? No impact.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion may apply to affiliated companies (controlling, controlled, under common control).
- Affiliated companies may have the opportunity to contest the action.
- Exclusion may extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- Yes, the exclusion may extend to certain individual persons within or affiliated with the company, including:
 - Individuals who own or control the contractor
 - Executive officers
 - Board of Directors
 - Managers
 - Non-supervisory employees
 - Non-controlling shareholders
 - Controlling individual
- Affiliated individuals may have the opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework: No specification.

Duration Depends on Applicable Exclusion Ground? No specification.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? The Hong Kong SAR Development Bureau maintains [a list](#) of approved Public Works Contractors, and list contains information that certain contractors have been suspended.

Disclosure of Settlements: Settlements are entirely confidential.

Procurement Checks: Yes, procuring entities must check a list of excluded suppliers before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: Figures unknown.

Regular Reporting: No requirement for regular reporting on exclusions.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? Yes.

Contract-By-Contract (e.g., Single-Tender) Exclusion? No.

Subnational Exclusions: No.

VII. Remedies:**Criminal Referrals**

- Decision-maker **will not** send a criminal referral or share information with criminal enforcement authorities.

Monetary Remedies

- The exclusion legal framework **does not** provide for any monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct.

EXCLUSION SYSTEM SUMMARY

INDIA

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusion decisions in India can be made as part of the national procurement process, which is regulated by the Department of Expenditure in the Ministry of Finance, or outside this process, which is regulated by state ministries/ departments.
- The [General Financial Rules](#) (GFR), 2017 serve as the primary regulation of procurement for all central ministries. Additionally, the Department of Expenditure has released the [Manual of Procurement of Goods, 2024](#), [Manual of Procurement of Consultancy & Other Services, 2017](#), [Manual of Procurement of Works, 2022](#) and the [Guidelines of Debarment of Firms from Bidding](#), dated 2 November 2021 (Guidelines). Collectively with the General Financial Rules, this is viewed as the “Legal Framework.”
- Notably, central ministries are permitted to formulate additional policies around exclusion and state ministries are allowed to formulate their own procedures while being permitted to look towards the Legal Framework for guidance.

Governing Policy:

- Article 77 of the Indian Constitution;
- [The Government of India \(Allocation of Business\) Rules](#) (1961);
- Rule 151 of the [General Financial Rules](#) (2017);
- [Manual of Procurement of Goods](#) (2024)
- [Manual of Procurement of Consultancy & Other Services](#) (2022)
- [Manual and Procurement of Works](#) (2022)
- [Guidelines of Debarment of Firms from Bidding](#) (2021)

Primary Legal Foundation: Criminal law; Administrative/ regulatory law

Decision-Maker: Centralized, agency level, and other decision-maker; not functionally independent from higher-ranked officials responsible for procurement.

- A ministry/department can issue an exclusion order on its own at the agency level if it believes the exclusion should be limited to their ministry/department.
- If the ministry/department believes that the contractor should be excluded beyond its jurisdiction, they must 1) obtain approval from the officer in charge and 2) apply to the Department of Expenditure to obtain a government-wide exclusion that would be issued by the Department of Expenditure.
- A ministry/department can delegate power to a procuring entity to exclude contractors. These procuring entities should follow the same principles for exclusion as laid out in the Guidelines.

- Every procuring entity is required to enter an “Integrity Pact” with the contractor. These pacts are overseen by the Independent External Monitors (IEM) panel of officers. If there is a violation of the Integrity Pact, the contract would be excluded from all future businesses.

Independence:

- The relevant ministry/department’s Secretary nominates the decision-maker who is an officer of the concerned ministry.
- While the decision-maker acts independently, the exclusion orders are subject to scrutiny by the senior procurement officer of the Secretary. An order of revocation of exclusion would require approval by this officer as well.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: No stated deadline for decision-maker to make a final determination.

Provisional Exclusions: None.

Commencement of Proceedings:

Ability to Initiate an Exclusion Proceeding:

- Decision-maker can initiate an exclusion proceeding without a prior referral from a contracting officer, investigating agency, or prosecutor.
- The Department of Expenditure can also initiate suo moto action to exclude a contractor.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker. Any complaints and/or evidence would be considered on the merits.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice of Proceedings:

- Contractors receive notice of proceedings when:
 - An investigation into the underlying grounds is commenced.
 - The decision-maker decides that grounds exist.
- Notice of proceedings must contain the grounds for exclusion and the alleged malpractices/irregularities observed in the procurement order. The way notice is provided is regulated by internal ministry/department policies and guidelines.
- Decision-maker must make reasoning available to the contractor and the public via the [Department of Expenditure’s Central Public Procurement Portal](#).

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Obtain the evidentiary record.
 - Make a written submission to the decision-maker.
 - Request an in-person hearing with the decision-maker.
- A contractor can present its defense after receiving notice of the exclusion proceeding in which they are provided with a stipulated time frame to present its defense. This time period can be extended by demonstrating reasonable cause. Failure to present its defense can result in passing of an ex parte order against the contractor.

- Beyond the Guidelines, ministries/departments can formulate additional policies regarding the opportunity to be heard and provide defense.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative or Judicial.

- While the Guidelines do not provide a mechanism to appeal the exclusion order, certain ministries/departments/ CPSU can formulate additional guidelines that can include a mechanism to appeal to a senior officer.
- Additionally, on limited grounds, the excluded Contractor can seek judicial review after exhausting all available contractual remedies.

Duration of Appeal Process: Varies on case-by-case basis.

Legal Representation:

- A contractor **may** be represented by counsel.

Subsequent Modification of Exclusion Decision: Yes.

- A contractor, with prior administrative approval, is entitled to any opportunity to seek a modification or early determination of exclusion after it goes into effect.
- Administrative approval is granted in certain select cases: shortage of supply, belief that exclusion has adverse impact on ministry/department, or belief that the contractor has already suffered sufficient disability.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes.

A contractor may face an automatic exclusion - an exclusion that is mandatory to be imposed following a decision or finding by a competent civil, criminal, or administrative authority that the contractor engaged in:

- Corruption (domestic and public);
- Fraud;
- Coercion or Intimidation;
- Obstruction of an Investigation;
- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;
- Labor-Related Offenses;
- Terrorist Offenses or Offenses Linked to Terrorism;
- Conviction of offense under (a) [the Prevention of Corruption Act 1988](#); or (b) the Indian Penal Code (now [the Bharatiya Nyaya Sanhita](#), 2023) or any other law for causing loss of life or property or causing a threat to public health in executing a public procurement contract (Provided by Rule 151(1) of the [GFR](#));
- Violation of Code of Integrity as provided by Rule 175 of the GFR.

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion-- an exclusion that may, but need not, be imposed at the discretion of the decision-maker-- when one or more grounds for exclusion provided for in the Legal Framework have been established:

- Corruption (domestic and private);
- Corruption (foreign);
- Collusion and/or Infringing Competition;
- Social Harms;

- Commercial Regulatory Violations;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;
- Supply of Sub-Standard Material or Non-Supply of Material.

Additional Grounds for Exclusion: Yes.

- Discretionary exclusion: Sub-standard quality of work.

Defenses: Decision-maker may decide not to exclude the supplier when there is:

- Government interest.

Compliance as Defense or Mitigating Factor:

- When the contractor establishes that it has adopted, implemented, and/or enhanced an integrity compliance program, how would that impact the exclusion decision?
 - Satisfactory compliance program may be a mitigating factor that may entitle the contractor to more favorable conditions of exclusion, including a reduced exclusionary period.
- When the contractor intends to establish that it has adopted, implemented, and/or enhanced an integrity compliance program, what evidence would the decision-maker consider?
 - Certification from independent organizations or authorities.
 - Certification by monitor or equivalent appointed by the authorities administering the relevant exclusion system.
 - Opinions by counsel or auditor retained by the contractor.
 - Evidence from the contractor, such as rules and procedures, internal training materials and records, etc.

Exclusion Based on Bankruptcy and Cross-Debarment: Automatic (Per most procurement contracts) & No.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions from a particular ministry/ department does not prohibit the contractor from obtaining a contract with another ministry/department.
 - While exclusion of a contractor is exclusive to the ministry/department that issues the order, in some cases, the Department of Expenditures can issue an exclusion order that can be applicable to all central ministries/departments.
- Exclusions do not extend to subnational governments.
 - Legal Framework exclusions are only applicable to central agencies/departments.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are **not** automatically cancelled.

- However, the procuring ministry/department can terminate ongoing public procurement contracts based on the terms of said contract. The contract can include grounds for exclusion, or list breach of the Code of Integrity as a cause for exclusion.

Effect on Excluded Contractor: Excluded supplier can serve as a subcontractor.

- Exclusion may extend to companies controlled by the excluded individual.
- While it is not explicitly prohibited in the Guidelines, the procurement contracts have strict regulations that would restrict the ability to serve as a subcontractor.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, units, or business lines within a company.

Individual Exclusion:

- Individuals and Corporations.
- Grounds to exclude individuals – An individual can be excluded based on what grounds?
 - Direct personal participation.
 - Recklessness/negligence in supervision.
 - Position or interest held.
- Effect on Individuals – If an individual is excluded, does the exclusion prevent the individual from being employed by a contracting entity that is currently executing contracts for the government?
 - The individual **must not** be employed by a contractor as a manager or director.
- Individual liability – How would individual liability affect settlement, if any?
 - No impact, as Indian law and the Legal Framework do not permit settlement between the decision-maker and the excluded contractor, including an individual.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion must apply to affiliated companies (controlling, controlled, under common control).
- Affiliated companies may have the opportunity to contest the action.
 - This is contingent on when the ministry/department's internal policies or guidelines govern. These rules allow affiliated companies to contest the exclusion once notice is provided to them.

Exclusion may extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor must extend to individuals who own or control the contractor, executive officers, Board of Directors, managers, and controlling individuals. Exclusion of a corporate contractor would ordinarily not extend to non-supervisory employees and non-controlling shareholders.
- Affiliated individuals may have the opportunity to contest the action.
 - This is contingent on each ministry/department's internal policies and guidelines.
 - Typically the same as the contractor's right to provide a defense against an exclusion order.

Duration of Exclusions:

Duration Specified in Legal Framework: Between 1 and 5 years.

Duration Depends on Applicable Exclusion Ground? Yes.

- Rule 151 of the GFR states that contractors who are excluded on grounds of automatic exclusion should not be excluded for more than 3 years. Contractors who are excluded on grounds of discretionary exclusion should not be excluded for more than 2 years.

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions:

- Yes, a contract may still be awarded to an excluded supplier in the event that there is a shortage of suppliers or exclusion that is hurting the interest of the procuring ministry/department. In such cases, the decision-maker, under the Guidelines, can revoke the exclusion after ensuring there is an analysis of the circumstance being undertaken and being satisfied that the contractor can reform. The latter requirement can be satisfied after there is a written commitment from the contractor.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, and it is publicly available.

- It is required for the Department of Expenditure to maintain such a list, which is available at the [website](#) of the Central Public Procurement Portal.
- Public list provides information on the grounds for each listed exclusion.
- The public list provides details including a) name of the contractor; b) email address of the contractor; c) name of the ministry/department issuing the debarment order; d) debarment start and end date; e) remaining debarment duration; and f) link to the debarment order.

Procurement Checks: Yes, procuring entities must check a list of excluded suppliers before awarding a contract.

- Contractors are also required to provide an eligibility declaration stating that they are not debarred as part of the procurement contract.

Reporting on Exclusions:

Number of Exclusions: Figures unknown.

Regular Reporting: Yes, and the reports are publicly available.

- The Procurement Policy Division of the Department of Expenditures are responsible for maintaining the reports.

Other Transparency Mechanisms: Right to Information Act, 2005

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? Yes.

Contract-By-Contract (e.g., Single-Tender) Exclusion? No.

Subnational Exclusions:

- Exclusion mechanisms exist at the provincial/state levels.
- Exclusion decisions of one subnational body do not extend to other subnational bodies.

VII. Remedies:

Criminal Referrals

- Decision-maker will share part or the entire record of evidence against the respondent with competent authorities.
- Decision-maker will routinely-- or in most cases where misconduct is established-- send a criminal referral or share information with criminal enforcement authorities.
- A criminal enforcement authority that receives such a referral “may independently take a view whether the allegations inspire confidence and investigation, if at all, is required to be conducted.”
- Figures unknown for criminal referrals.

Monetary Remedies

- The exclusion Legal Framework does not provide for any monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct.
- While the Legal Framework does not provide a monetary remedy, if a contractor is in a breach of the terms of the underlying procurement contract with the procuring entity, then the procuring entity may be entitled to monetary compensation per the terms of the contract.

Other Non-Exclusion Remedies: None.

EXCLUSION SYSTEM SUMMARY INDONESIA

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

Governing Policy:

- Indonesia's government procurement system derives from the [Presidential Regulation No. 16 of 2018](#) (the PR 16/2018), which was later amended by the [Presidential Regulation No. 12 of 2021 on Government Procurement of Goods and Services](#) (the PR 12/2021) and [Presidential Regulation No. 46 of 2025 On Government Procurement of Goods/Services](#) (the PR 46/2025).
- Indonesia's government uses Blacklist Sanction as a means to select participants/ providers, prohibiting them from participating in procurement within all ministries/ institutions/ regional apparatuses for a certain period of time (See Article 1.49 of the PR 12/2021).

Primary Legal Foundation:

- Criminal law; administrative/regulatory law.

Decision-Maker:

- The decision-maker is at the agency level at each state's ministries or state/regional agencies.
- The [Public Procurement Policy Agency](#) (also known as LKPP) enacted implementing regulations. However, each ministry/agency/local government may also enact their implementing regulations of PR16/2018.

Independence:

- Not required.
- The Budget User or the Authorized Budget User (independently or collectively "the decision-maker") is only permitted to make a discretionary exclusion upon receiving recommendations from the Government Internal Supervisory Apparatus (GISA) i.e., the ministries/agencies' inspectorate general. It should be noted that GISA does not constitute higher authority or official above the decision-maker.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: Decision-maker must make a final determination within 25 working days after the notification by Procuring Official to the contractor.

Provisional Exclusions: None.

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- Decision-maker can initiate exclusion proceeding without a prior referral. The decision-maker initiates an exclusion proceeding based on a Proposal Letter for Blacklist Sanction Decision (the Proposal Letter) made by, among others, the Commitment Making Official (the CMO). Under certain circumstances, the decision-maker may concurrently serve as the CMO. In such instances, the decision-maker is not required to obtain the Proposal Letter from any other official. Under the applicable laws, three other officials are authorized to issue the Proposal Letter, i.e., the Selection Working Group, the Procurement Official, and the Procurement Agent (the four officials are hereinafter referred to as the Procuring Official).
- Nongovernment parties can submit complaints and/or evidence to the decision-maker.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

- Contractors can present defenses by: (i) submitting a written objection to the decision-maker within 5 days following receipt of notice; or (ii) at the time of a clarification request by the Procuring Official or GISA.

Notice of Proceedings:

- Contractors receive notice of proceedings when: The Procuring Official provides formal notification (the Notice) to the contractor at the time the Procuring Official submits the Proposal Letter to the decision-maker or if the decision-maker serves concurrently as the Procuring Official, 3 working days after signing the examination minutes. In any circumstances, the date will fall on the same day as the Procuring Official (if not served concurrently by the decision-maker) is required to provide the Notice at the latest in 3 working days after signing the examination minutes.
- Notice of proceedings must contain the grounds for exclusion. The information required in the notice of proceedings includes: (i) identity of the bidder/contractor; (ii) data of the work package; (iii) acts/conduct performed by the bidder/contractor; and (iv) details of the acts/conduct performed by the bidder/contractor.
- Decision-maker must make reasoning available to the contractor and the public at <https://www.inaproc.id/daftar-hitam>

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may: Make a written submission to the decision-maker.
- Under the applicable laws, the contractor may be granted a hearing not with the decision-maker but with the Procuring Official or the GISA. The contractor may submit supporting evidence along with the Objection. However, the law is silent on whether the contractor is permitted to obtain evidentiary record. Regarding the summoning of witnesses, the applicable laws do not explicitly state the contractor's ability to undertake such action. However, the regulations permit the GISA to summon other parties besides the Procuring Official or the contractor.
- The relevant regulations concerning these provisions are stipulated in the [Appendix II of Public Procurement Policy Agency Regulation Number 4 of 2021 on Fostering of Business Actors in Government Goods/Services Procurement \("LKPP Reg 4/2021"\)](#).
 - Request an in-person hearing with the decision-maker.
 - Call witnesses to an in-person hearing to testify on the contractor's behalf.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Judicial.

Duration of Appeal Process: Greater than 2 years.

Legal Representation:

- A contractor **may** be represented by counsel.
- There's no specific provision that obliges or prohibits the contractor from appointing a legal counsel.

Subsequent Modification of Exclusion Decision: Yes.

- A contractor is entitled to any opportunity to seek a modification or early determination of exclusion after it goes into effect.
- The contractor may obtain a suspension or cancellation of the exclusion through a court ruling from the Administrative Court. An administrative decision may be annulled if it contains defects related to authority, procedure, and/or substance.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes. A contractor may face an automatic exclusion that is mandatory to be imposed following a decision or finding by a competent civil, criminal, or administrative authority that the contractor engaged in:

- Corruption (domestic and public);
- Fraud;
- Collusion and/or infringing competition;
- Poor performance, non-performance, and/or failure to perform on public contracts;

Automatic exclusion is recognized only when the contractor is proven to have engaged in: (i) conspiracy/corruption, collusion, and/or nepotism/fraud in relation to the procurement of goods/services and/or (ii) is subject to a prohibition on participating in the procurement of goods/services. Both shall be under a legally binding court decision. (Appendix II, Section IV, Paragraph 4.3.6(c) of LKPP Reg 4/2021)

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion that may, but need not, be imposed at the discretion of the decision-maker when one or more grounds for exclusion provided for in the legal framework have been established:

- Poor performance, non-performance, and/or failure to perform on public contracts;
- Other:
 - Participation in the selection process has been withdrawn for reasons deemed unacceptable by the Procuring Official. (See Article 78(1)(a)-(d))
 - The bid winner has withdrawn prior to the signing of the contract for reasons that are deemed unacceptable by the Procuring Official. (See Article 78(2))
 - The contractor has failed to fulfill the obligations during the maintenance period as required. (See Article 78(3)(a))
 - The contractor has delivered goods with lower local content requirements or delivered imported goods for goods that should have local content requirements under the contract (See Article 78(3)(g) and (h));
 - Deliver imported non-industrial products for domestic mandatory non-industrial products based on self-declaration (See Article 78(3)(i)).

Defenses: Decision-maker may decide not to exclude the supplier when there are:

The regulations are silent on this issue.

Compliance as Defense or Mitigating Factor: The regulations are silent on this issue.**Exclusion Based on Bankruptcy and Cross-Debarment:** No.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions do prohibit the contractor from obtaining a contract with any federal agency.
- Exclusions do automatically extend to subnational governments.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts signed before exclusion are not automatically excluded and remain in force. However, the law is silent on whether the agency can request for the termination of these contracts.

Effect on Excluded Contractor: Excluded supplier can serve as a subcontractor. The laws as currently formatted that exclusion only apply to contractors, the party entering into a contract with the government.

- Exclusion does not extend to companies controlled by the excluded individual.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Grounds to exclude individuals – An individual can be excluded if they act in the capacity of an individual contractor or in regard to its position as executives of a business entity.
- Effect on individuals – If an individual is excluded, the exclusion will prevent the individual from being employed by a contracting entity that is currently executing contracts for the government.
- The individual **must not** be employed by a contractor as a director (e.g., business shall make a statement letter stating that the individual representing the business entity is not under a blacklist sanction. Note: any party authorized to act for/on behalf of a business entity is a director).
- Individual liability **does not** affect settlement.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion does not apply to affiliated companies (controlling, controlled, under common control).
- Affiliated companies do not have the opportunity to contest the action.
- Exclusion does not extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor does not extend to individuals that own or control the contractor.
- Affiliated individuals do not have the opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework: No.

Duration Depends on Applicable Exclusion Ground? No.

Discretion to Deviate? The law is silent on this issue.

Exceptions/Waivers to Exclusions:

- **No**, there is no legal mechanism whereby a contract might still be awarded to an excluded supplier during the period of exclusion.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, and it is publicly available [here](#)

The public list does provide information on the grounds for each listed exclusion.

- The public list provides details including:
 - Decision letter number;
 - General procurement planning ID number;
 - Sanctioning agency;
 - Sanctioning unit within the sanctioning agency;
 - Sanction period;
 - Date of publication;
 - Basis for sanction imposition.
- Company information that may be found includes: (i) company name; (ii) taxpayer identification number; (iii) address; (iv) province of domicile; (v) city of domicile.

Disclosure of Settlements: The regulations are silent on whether the information about the settlement be made available to the public if a contractor settles an exclusion case against it.

Procurement Checks: No, procuring entities are not required to check a list of excluded suppliers before awarding a contract.

- However, the law requires the contractor to create a statement letter stating that they are not currently under any blacklist sanctions.

Reporting on Exclusions:

Number of Exclusions: Around 5,000 exclusions according to the Blacklist. Figures are known through public report(s) issued by the national government.

- For 2021, there were 308 instances of blacklisting sanctions being uploaded.
- For 2024, there were 285 instances of blacklisting sanctions being uploaded

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms:

The number of active or completed blacklist sanctions can be obtained [here](#).

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No.

Contract-By-Contract (e.g., Single-Tender) Exclusion? No.

Subnational Exclusions:

- Exclusion mechanisms exist at both the provincial/state and municipal/local levels.
The provincial government or city government (individually or collectively referred to as the “local government”) may impose blacklist sanctions on a company. However, such sanctions shall remain applicable nationally and shall not be limited solely to the respective province or city, or to any specific province or city.
- Exclusion decisions of one subnational body are recognized by other provinces/states/ municipal levels and all ministries/agencies.

VII. Remedies:

Criminal Referrals

- Criminal reporting is not conducted by the decision-maker, but rather by the Procurement Unit of Goods/Services at each respective agency.
- Procurement Unit of Goods/Services will **only in extraordinary circumstances** send a criminal referral or share information with criminal enforcement authorities.
- These “extraordinary circumstances” are in the event that the contractor is subjected to sanctions due to: (i) submitting false or incorrect documents or information to fulfill the requirements set forth in the selection documents; (ii) engaging in a conspiracy; (iii) committing corruption, collusion, and nepotism.
- The number of criminal referrals and the source and year of the figure if applicable. The [Corruption Eradication Commission](#) (KPK), as one of the agencies authorized to conduct investigation on corruption offenses, publishes a list of corruption cases in the procurement of goods/services handled by the KPK and published [here](#):

Monetary Remedies

- The exclusion legal framework does provide for any monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct.
- The Procuring Officials may also impose penalty fines in the event of a delay in the completion of work as stipulated in the contract.
- Possible monetary remedy amounts that can be imposed on the respondent:
 - Compensatory: amount limited to actual damage suffered.
 - Punitive/fine: the decision-maker may set an amount as a monetary remedy.
- The fine is set at 1/1,000 (0.1%) of the contract value for each day of the delay.
- Enforcement mechanism(s) for monetary remedies include:
- Enforcement procedures are available under civil or administrative law.
- The law is silent on the use of monetary remedies.

Other Non-Exclusion Remedies:

- In addition to compensation and penalties as outlined in the section above, the decision-maker may impose sanctions including disqualification from selection and disbursement of guarantees.

EXCLUSION SYSTEM SUMMARY JAPAN

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? No

- No laws or regulations for jurisdiction-wide exclusion are found in Japan. Nonetheless, the [Cabinet Policy](#) under the [Act for Promoting Proper Tendering and Contracting for Public Works](#) (Act No. 18 of 2005) requires each government ministry and agency to structure their exclusion processes in a transparent and harmonized manner.
- The Cabinet Policy states, “[t]o eliminate arbitrariness and ensure objective implementation of suspension measures, the heads of each ministry and agency shall formulate and publish suspension criteria in advance. These criteria should be reviewed and revised as necessary to set appropriate periods based on the severity, circumstances, and consequences of the underlying reasons. When a suspension is imposed, the necessary details such as the name or title of the suspended party, the duration of the suspension, and the reasons for the suspension shall be made public.”

Governing Policy:

- As there is no government-wide exclusion process, the following summary discusses the [Japan International Cooperation Agency](#) (JICA)’s [exclusion rules](#) (Rule No. 27 of December 28, 2023) as an example. Other agencies in Japan may have different rules governing their respective exclusion systems.
- These rules set forth matters necessary for JICA “[t]o impose measures to suspend eligibility for participation in tenders for contracts (hereinafter referred to as “Measures”) against persons or legal entities (hereinafter collectively referred to as “Person”) who are determined to have been engaged in corrupt or fraudulent practices in connection with any of the contracts to which JICA is a party.”

Primary Legal Foundation:

- Administrative/ regulatory law. [Act for Promoting Quality Assurance in Public Works](#), Ch. 1, Art. 3, para. 10: exclusion regimes should be used to secure the transparency and fairness of the tender process.

Decision-Maker:

- Decision-maker is at agency level (JICA Measures Deliberation Committee)

Independence:

- Decision-maker is not functionally independent.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: No stated deadline for decision-maker to make a final determination.

Provisional Exclusions: None.

Commencement of Proceedings: Referral Required / Ability to Initiate an Exclusion Proceeding.

- Decision-maker can initiate an exclusion proceeding without a prior referral.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice of Proceedings:

- Contractors receive notice of proceedings when the decision-maker decides that grounds exist.
- Notice of proceedings must contain the grounds for exclusion.
- If a contractor is excluded, the decision-maker must make their reasoning available to the contractor and the public.

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Make a written submission to the decision-maker.
 - Request an in-person hearing with the decision-maker.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative and Judicial.

- Contractors may seek administrative review or appeal based on the [Administrative Complaint Review Act](#) and [Administrative Case Litigation Act](#).

Duration of Appeal Process: 6 months to 1 year.

Legal Representation:

- A contractor **may** be represented by counsel; representation is at the contractor's expense.

Subsequent Modification of Exclusion Decision: No.

- A contractor is not entitled to any formal opportunity under the relevant rules to seek a modification or early termination of exclusion after it goes into effect.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes. A contractor may face an automatic exclusion (i.e., an exclusion that is mandatorily imposed) following a decision or finding by a competent civil, criminal, or administrative authority that the contractor engaged in:

- Corruption (domestic and public);
- Corruption (foreign);
- Fraud;
- Collusion and/or Infringing Competition;
- Social Harms;
- Terrorist Offenses or Offenses Linked to Terrorism;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts; and
- Misconducts that caused the contractor to be subject to certain measures pursuant to the JICA Rules on Measures against Persons Engaged in Fraudulent Practices, etc., in Projects of ODA Loan and Grant Aid (Rule No. 43 (Proc) of 2008).

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion (i.e., an exclusion that may, but need not, be imposed at the discretion of the decision-maker) when one or more grounds for exclusion provided for in the legal framework have been established:

- Coercion or Intimidation;
- Obstruction of an Investigation;
- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;
- Labor-Related Offenses;
- Other wrongful or dishonest acts as determined by JICA Measures Deliberation Committee to be inappropriate as a counterparty to a contract with JICA.
- When a representative officer or any other equivalent person of an entity is prosecuted on suspicion of an offense punishable by imprisonment or heavier penalty, or is sentenced to imprisonment or heavier penalty, or to a fine under Japan's Penal Code, and is therefore determined by JICA Measures Deliberation Committee to be inappropriate as a counterparty to a contract with JICA.

Compliance as Defense or Mitigating Factor:

- While adopting, implementing, and/or enhancing a compliance program will not impact the initial exclusion decision, depending on the grounds for the exclusion, the contractor may have to adopt or implement a certain compliance program to terminate the exclusion at the expiration of the initial exclusion period.
- When the contractor intends to establish that they have adopted, implemented, and/or enhanced an integrity compliance program, the decision-maker considers evidence from the contractor, such as rules and procedures, internal training materials and records, etc.

Exclusion Based on Bankruptcy and Cross-Debarment: JICA does not exclude contractors based on bankruptcy. Exclusion based on exclusion imposed by another jurisdiction is discretionary.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:**Scope of Exclusion:****Extension to Other Agencies and Organizations:**

- Exclusions do not prohibit the contractor from obtaining a contract with another agency.
- Exclusions do not automatically extend to subnational governments.
- There is discretionary cross-debarment where a foreign judiciary finds a violation of its laws that are equivalent to the laws/JICA debarment regulations under [JICA's rules](#). Art. 5.2.
- In the event that a qualified candidate or any of its officers or employees violates applicable laws and regulations of a foreign country equivalent to the Japanese laws and regulations set forth in the Exhibit, and receives a final and binding judgment from the judicial organ or a final decision on punishment from an administrative organ in the said foreign country, JICA may deem that such fact has fulfilled the conditions for Measures.

Effect on Ongoing Contracts: Ongoing contracts are **not** automatically cancelled.

Individual Exclusion:

- JICA exclusion measures apply to an individual who has concluded or is attempting to conclude a contract (excluding employment contracts) with JICA.

Effect on Affiliates:

- JICA exclusion applies to the contractor's affiliated companies or individuals.

Duration of Exclusions:

Duration Depends on Applicable Exclusion Ground?

Exclusion on the grounds of false statements or negligent operations, or damage or injury to the public, result in initial periods of exclusion between 1 and 6 months. ([JICA Rules](#), Exhibit, para. 1-3, 5) However, exclusion for breach of contract or for death or injury caused by improper safety management is for no less than 2 weeks and no more than 4 months (Id., para. 4, 6). Exclusion for bribery is for not less than 4 and not more than 18 months (Id., para. 7). Exclusion for violations of the antimonopoly laws is for not less than 3 months and not more than 12 months, or for not less than 6 months and not more than 36 months if the offense results in a criminal charge (Id., para. 8, 11). Bid rigging similarly results in a shorter initial exclusion period (3 to 12 months) if there is no criminal action, and a longer period (6 to 36 months from the date of the criminal accusation, arrest, or prosecution) if there is (Id., para. 12, 17). Finally, wrongful or dishonest acts are grounds for a period of exclusion between 1 and 18 months, or for a period of exclusion between 1 and 9 months in case a representative officer is prosecuted or sentenced to imprisonment (Id., para. 18-19).

Discretion to Deviate?

The decision-maker has discretion to deviate from the duration specified in the legal framework if it becomes necessary to further lengthen the period of sanction due to reasons of a malicious nature or extremely serious consequences (JICA Rules Art. 7.4-7.6).

Exceptions/Waivers to Exclusions:

- Under the relevant JICA rules, if a contractor has any extenuating circumstance, the application of exclusion may be exempted.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Sometimes.

- As stated above, there is no government-wide exclusion list. JICA does not have a public list that centralizes the information, but it publishes its exclusions on its website.
- Different agencies in Japan handle this differently. The Ministry of Land, Infrastructure, Transport and Tourism (MLIT) of Japan, for example, lists entities that the ministry debar. [The public list](#) provides information on the grounds for each listed exclusion.

Procurement Checks: Yes, procuring entities must check information of excluded suppliers before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: Figures are known through public reports issued by individual agencies.

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms: No.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? Yes.

As stated above, the Cabinet Policy under the Act for Promoting Proper Tendering and Contracting for Public Works requires each governmental ministry and agency to introduce the exclusion process in a transparent and harmonized manner.

Contract-By-Contract (e.g., Single-Tender) Exclusion? No.**Subnational Exclusions:**

- Exclusion mechanisms exist at both the provincial/state and municipal/local levels.
- Exclusion decisions of one subnational body do not extend to other subnational bodies.

VII. Remedies:**Criminal Referrals**

- Yes, the relevant Cabinet Policy under the Act for Promoting Proper Tendering and Contracting for Public Works requires each governmental ministry and agency to report and collaborate with the criminal enforcement authorities.
- A criminal enforcement authority that receives such a referral is not obligated to do anything with the referral.
- The number of criminal referrals in any 1-year period is unknown.

Monetary Remedies

- The exclusion legal framework does not provide for any monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct.

Other Non-Exclusion Remedies: None.

EXCLUSION SYSTEM SUMMARY

KOREA, REPUBLIC OF

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

Governing Policy:

- Art. 27 of the [Act on Contracts to Which the State Is a Party](#) (National Contract Law)
- Art. 31 of the [Act on Contract to Which a Local Government Is a Party](#) (Local Government Contract Law)
- Art. 76 of the [Enforcement Rule on the Act on Contracts to Which the State Is a Party](#) (Enforcement Rule on the National Contract Law)
- Art. 76 of the [Enforcement Decree of the Act on Contracts to Which the State Is a Party](#) (Enforcement Decree of the National Contract Law)

Primary Legal Foundation:

- Administrative/regulatory law.

Decision-Maker: Both Centralized and at Agency Level.

- Contracts involving the national government and relevant exclusions are handled by the Public Procurement Service of South Korea (PPS), a centralized procurement agency; contracts involving local governments and relevant exclusions are handled by the local agencies.

Independence: Not legally required.

- The independence of a decision-maker is not legally required. Generally, the head of each central government agency oversees a bidding process and determines whether a business entity is unsuited to participate in a bid (National Contract Law, Arts. 7, 27). The head of the agency may delegate the overseeing responsibility to another public official (National Contract Law, Art. 6).

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: Decision-maker must make a final determination within 5 years after the occurrence of the exclusion ground, 7 years for collusion and bribery of a public official (National Contract Law, Art. 27(4)).

Provisional Exclusions: None.

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- Referrals:
 - Contract review boards at individual agencies must receive a prior referral before initiating exclusion proceedings.
 - The PPS does not require a prior referral to initiate exclusion proceedings.
- Nongovernmental parties can submit complaints and/or evidence to the decision-maker.

Notice Requirements & Opportunity to be Heard: Yes & Yes**Notice of Proceedings:**

- Contractors receive notice of proceedings when:
 - The decision-maker decides that grounds exist.
 - The exclusion, including any provisional exclusions or suspensions, becomes effective.
- Notice of proceedings must contain the grounds for exclusion.
- Decision-maker must make reasoning available to the contractor; but the reasoning may become available to the public if the notice is posted on the PPS website due to failure of delivery.

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Obtain the evidentiary record.
 - Make a written submission to the decision-maker.
 - Request an in-person hearing with the decision-maker.

Appellate Review of Exclusion Decisions: Yes.**Nature and Forum of Review:** Administrative and Judicial.

- A contractor may seek an administrative appeal or file a case at an administrative court.

Duration of Appeal Process: 1 to 6 months.**Legal Representation:**

- A contractor **may** be represented by counsel.

Subsequent Modification of Exclusion Decision: No.

- A contractor is not entitled to any opportunity to seek a modification or early determination of exclusion after it goes into effect.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes. A contractor may face an automatic exclusion (i.e., an exclusion that is mandatorily imposed) following a decision or finding by a competent administrative authority that the contractor engaged in:

- Corruption (domestic and public);
- Fraud;
- Collusion and/or Infringing Competition;
- Coercion or Intimidation;
- Obstruction of an Investigation;
- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;

- Labor-Related Offenses;
- Social Harms;
- Terrorist Offenses or Offenses Linked to Terrorism;
- Commercial Regulatory Violations;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;
- Additional Ground: causing harm to the State by “fraud or other illegal acts” (National Contract Law, Art. 27, Sec. (1)4).

Discretionary Exclusion: No.

Defenses: Decision-maker may decide not to exclude the supplier when there are:

- According to Art. 76, Sec. (3) of the Enforcement Decree of the National Contract Law, a contractor may avoid exclusion if it “has not neglected to pay reasonable attention to and exercise reasonable supervision over [its] agent, manager, or other employees to prevent them from” committing the underlying offense.

Compliance as Defense or Mitigating Factor: N/A.
Exclusion based on Bankruptcy and Cross-Debarment: No.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions do prohibit the contractor from obtaining a contract with any federal agency.
- Exclusions do automatically extend to subnational governments.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are not automatically canceled.

Effect on Excluded Contractor as Subcontractor: N/A.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Limited to corporations.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion may apply to affiliated companies (controlling, controlled, under common control).
- Affiliated companies may have the opportunity to contest the action.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor does **not** extend to individuals who own or control the contractor and executive officers, as exclusion is limited to corporations.

Duration of Exclusions:

Duration Specified in Legal Framework: 1 month to 2 years (Enforcement Decree of the National Contract Law, Art. 76, Sec. (3)).

Duration Depends on Applicable Exclusion Ground? Yes.

- The exclusion period depends on the individual grounds for exclusion, and the periods range from 1 month to 2 years.
- If multiple grounds apply, then the longest period, no longer than 2 years, applies to an excluded entity.

Discretion to Deviate? The decision-maker has the discretion to increase the exclusion period considering the motives, details, frequency, etc., of each ground. Nevertheless, this increased period cannot exceed 2 years (Art. 76 of the Enforcement Rule of the National Contract Law; Table 2: Criteria for Restricting Qualification for Participation of Inappropriate Business Entities in Tendering Procedures).

Exceptions/Waivers to Exclusions:

- No, there is no legal mechanism whereby a contract might still be awarded to an excluded supplier during the period of exclusion.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, and it is publicly available.

- Korea ON-Line E-Procurement System ([KONEPS](#))
- Public list provides information on the grounds for each listed exclusion and the relevant applicable law(s).
- The public list provides details including the name of the excluded entity, the name of its representative (CEO), its registration number and license number, and any relevant affiliates.

Settlement: N/A.

Procurement Checks: Yes, procuring entities must check a list of excluded suppliers before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: Figures are known through an annual report issued by the national government (PPS).

- 2023: 79; 2022: 72; 2021: 113; 2020: 48; 2019: 141 (Source: 2023 Public Procurement Statistical Yearbook, p. 255, IV.2-4-3).

Regular Reporting: No legal requirement for regular reporting on exclusions.

Other Transparency Mechanisms: N/A.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? Yes.

Contract-By-Contract (e.g., Single-Tender) Exclusion? No.

Subnational Exclusions:

- Exclusion mechanisms exist at the provincial/state and municipal/local levels.
- Exclusion decisions of one subnational body generally extend to other subnational bodies and central government

agencies. A decision by the Supreme Court of South Korea held that central government agencies should exercise their own independent judgment in adhering to subnational exclusion decisions.

VII. Remedies:

Criminal Referrals

- N/A.

Monetary Remedies

- The exclusion legal framework does provide for any monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct.
 - National Contract Law, Arts. 27-2, 27-3;
 - Enforcement Rule on the National Contract Law, Art. 77-2;
 - Enforcement Decree of the National Contract Law, Arts. 76-2, 76-3, 76-4.
- Possible monetary remedy amounts that can be imposed on the respondent:
 - Compensatory: amount limited to actual damages suffered.
 - Punitive/fine: the decision-maker may set an amount as a monetary remedy.
- Enforcement mechanism(s) for monetary remedy include:
 - Enforcement procedures available under civil or administrative law.
- Monetary remedies may be used:
 - As general fiscal revenue.

Other Non-Exclusion Remedies:

- Bounty/monetary rewards for reporting an improper entity (maximum amount approximately 14,900 USD).



EXCLUSION SYSTEM SUMMARY SINGAPORE

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes

- The main law regulating exclusion is Regulation 13(4) of Singapore's Government Procurement Regulation 2014 (the Regulations) under the Government Procurement Act 1997 (GPA), allowing a contracting authority to: (a) exclude a supplier from participation in a procurement; (b) treat the supplier as ineligible to tender for the procurement; or (c) refuse to short-list the supplier for the procurement. There are multiple grounds that permit the contracting authority to take any of the above actions.
- Debarment, one of the grounds referenced in Regulation 13(4) of the Regulations, is a jurisdiction-wide regime that allows a contracting authority to exclude contractors from all future government contracts for a defined time period based on specified grounds, and periods of debarment for various types of infringements and defaults, but only via a specified process.
- The Government of Singapore has acknowledged the framework by posting guidelines called Authority and Rationale for Debarment on the GeBiz website – a Singapore government agency website that allows suppliers to conduct e-commerce with the government via an e-procurement portal. They also recently released "[Information on Debarment – Procurement](#)" in July 2025.
- This framework applies to all procurement made by the Government of Singapore, which is decentralized to the individual ministries, departments, organs of state, and statutory boards. However, they must all adhere to [the procurement guidelines issued by the Ministry of Finance](#).
- If a person has committed any infringement or default under any of the grounds of debarment (not just exclusion) listed, the public sector agency must put up a recommendation as to whether or not to debar the person (and any other persons liable to be debarred) to the [Standing Committee on Debarment \(SCOD\)](#), through the Secretary to SCOD. The Secretary to SCOD may also, on its own initiative, recommend debarment action.

Governing Policy:

- [Government Procurement Regulation 2014](#) (the Regulations)
- [Government Procurement Act 1997](#) (GPA)
- [Authority and Rationale for Debarment](#) (ARD)
- [Government Procurement Guide for Suppliers](#) (GFS)

Primary Legal Foundation:

- Administrative Law.

Decision-Maker:

- Exclusions based on Regulation 13(4) of the Regulations are made through the contracting authority who serves as the decision-maker.

- For general debarment from all government procurement, which is a ground for exclusion under Regulation 13(4)(h) of the Regulations, all cases are decided by the [Standing Committee on Debarment \("SCOD"\)](#), a central body that operates under the Ministry of Finance, which is comprised of the Deputy Secretaries of Finance, Transport, Environment, and National Development; the Deputy Chief Executive of the Building and Construction Authority; the Attorney General; and the Director of [Corrupt Practices Investigation Bureau \("CPIB"\)](#).

Independence:

- All public-sector agencies submit their debarment recommendations directly to the Secretary of the SCOD who will then decide whether debarment proceedings should be adopted.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: No stated deadline for decision-makers to make a final determination.

Provisional Exclusions: None.

Commencement of Proceedings: Referral Required / Ability to Initiate an Exclusion Proceeding.

- At the agency level, exclusions based on Regulation 13(4) of the Regulations can be initiated by the contracting authority who serves as the decision-maker without a prior referral. However, proceedings can only be initiated if one of the itemized scenarios in Regulation 13(4) has occurred, i.e., it is not a blanket ability to initiate proceedings. There is nothing within the Regulations that prevents nongovernment parties from submitting complaints and/or evidence to the decision-maker.
- Conversely, the SCOD can only act upon referrals from a public sector agency. For nongovernment parties, the Government Procurement Adjudication Tribunal handles complaints related to GPA-compliance, with the Ministry of Finance serving as the contact agency.

Notice Requirements & Opportunity to be Heard: Yes & Yes.

Notice of Proceedings:

- Contractors receive notice of proceedings when:
 - The decision-maker decides that grounds exist and exclusion should be imposed.
 - At the contracting authority level, if they exercise their power under Regulation 13(4) of the Regulations, they must, in accordance with Regulation 17 of the Regulations, promptly inform the supplier and, if they request it, provide them with a written explanation of the reasons for its decisions.
 - If it is the SCOD deciding on debarment, the government agency is supposed to warn the defaulting company of the intention to debar them before submitting the case to the SCOD, and simultaneously, request the respondent company to explain the reasons for their default. The exception to this obligation to warn is cases involving the Corrupt Practices Investigation Bureau or Competition and Consumer Commission of Singapore investigations.
- At the contracting authority level, there is no requirement for the notice to contain the grounds for exclusion, although a written explanation for the reasons for its decision must be provided upon request. For general debarment by the SCOD, notice of proceedings issued must contain the grounds for exclusion.
- Decision-makers must make reasoning available to the contractor (not to the public).

Opportunity to Be Heard:

- At the contracting authority level, there is no requirement for contractors to be heard before the decision is made. However, if a supplier would like to challenge the decision of the contracting authority on the basis of

a breach of duty causing the supplier to suffer, or reasonably risk suffering, loss or damage as a result of the breach, the supplier may initiate challenge proceedings before the Government Procurement Adjudication Tribunal in accordance with Part 3 of the GPA.

- At the SCOD level, contractors are entitled to present a defense to the SCOD by making a written submission to the SCOD via the agency. This explanation will be submitted along with the agency's recommendation to the SCOD.

Appellate Review of Exclusion Decisions: Yes (partially).

Nature and Forum of Review: Administrative.

Duration of Appeal Process: At the contracting authority level, the challenge proceedings must generally be heard within 45 days from the date of submission of the Notice of Challenge unless there are exceptional circumstances. At the SCOD level, a person aggrieved by a decision of the SCOD may, within 14 calendar days, appeal to the Ministry of Finance. The Permanent Secretary of the Ministry of Finance's decision is final.

Legal Representation:

- At the contracting authority level, when the contractor initiates challenge proceedings, the contractor may be represented by counsel at the hearing of the challenge proceedings.
- At the SCOD level, the guidelines and legislation are silent on whether there is an appeals procedure for a debarred entity or company. However, debarred directors, partners, or sole proprietors are allowed to appeal the decision if they have good reasons not to be held personally responsible, directly or indirectly. The appeal will go to the Permanent Secretary (Finance) for the lifting of, or modifications to, the debarment. The legislation does not prevent a contractor from being represented by counsel at their expense at this stage.

Subsequent Modification of Exclusion Decision: Yes.

- At the contracting authority level, the Government Procurement Adjudication Tribunal may order the contracting authority to amend the exclusion decision.
- At the SCOD level, when debarred directors/partners/sole proprietors appeal to the Permanent Secretary (Finance), they may modify or lift the exclusion. There is no further recourse if the appeal is turned down. The guidelines and legislation are silent on whether this process is available to entities or companies.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: No. There will not be an automatic exclusion (i.e., an exclusion that is mandatorily imposed) following a decision or finding by a competent civil, criminal, or administrative authority.

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion, an exclusion that may, but need not, be imposed at the discretion of the decision-maker, when one or more grounds for exclusion provided for in the legal framework have been established:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud;
- Collusion and/or Infringing Competition;
- Labor-Related Offenses;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;
- Bankruptcy;
- Winding-up;
- Dishonesty or moral turpitude;

- Failure to pay taxes;
- Other.

At the contracting authority level, the full list of exclusion grounds can be found in [Regulation 13\(4\)](#) of the Regulations. At the SCOD level, the full list of the debarment grounds can be found in the [ARD](#).

Defenses: Decision-maker may decide not to exclude the supplier when there are:

- Other sanction: Yes. **Note:** The ARD states that the SCOD will take into account the defaulting contractor's explanation for why it has defaulted, as well as all the facts of the case and mitigating factors submitted by the default contractor. It does not provide further details on the grounds or mitigating factors to be considered.

Compliance as Defense or Mitigating Factor:

- When the contractor establishes that it has adopted, implemented, and/or enhanced an integrity compliance program, how would that impact the exclusion decision? The SCOD will take into account the defaulting contractor's explanation for why it has defaulted, as well as all the facts of the case and mitigating factors submitted by the default contractor. It does not provide further details on the grounds or mitigating factors to be considered.

Exclusion Based on Bankruptcy and Cross-Debarment:

- Not Applicable at the SCOD level.
- At the contracting authority level, a contracting authority may exclude a supplier if the supplier is bankrupt or in the process of winding up (Regulation 13(4)(a)-(b)).

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions do prohibit the contractor from obtaining a contract with any federal agency.
- Exclusions do not extend to subnational governments.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are not automatically cancelled.

Effect on Excluded Contractor: Excluded supplier cannot serve as a subcontractor. Exclusion may extend to companies controlled by the excluded individual.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Individuals and corporations. The ADR provides that directors, partners, or sole proprietors of debarred companies or businesses involved in the breach would also be debarred for the same period as a company. Other employees (e.g., general manager, project manager) may also be debarred if they are responsible for the company's default.
- Grounds to exclude individuals – An individual can be excluded if they are deemed to have effective influence or control over the company, or are personally responsible, directly or indirectly, for the company's default.
- Effect on individuals – If an individual is excluded, the exclusion does not prevent the individual from being employed by a contracting entity that is currently executing contracts for the government. A debarred individual is not automatically precluded from being employed by another contractor, but the SCOD reserves

the right to debar other companies that such individuals are serving as directors or deemed to have effective influence or control over.

- Individual liability – There is no guidance regarding how individual liability would affect settlement.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion may apply to affiliated companies (controlling, controlled, under common control).
- There is no information on whether affiliated companies may have the opportunity to contest the action.
- Exclusion may extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor may extend to individuals that own or control the contractor and executive officers. However, for non-supervisory employees and non-controlling shareholders, exclusion does not extend to them.

Duration of Exclusions:

Duration Specified in Legal Framework: Between 6 months and 5 years.

Duration Depends on Applicable Exclusion Ground? Yes.

- The time period will depend “on the severity of the default”.

Discretion to Deviate? Yes, the decision-maker has discretion to deviate from the duration specified in the legal framework; it’s all dependent on the “severity of the default” with no strict time period.

Exceptions/Waivers to Exclusions:

- No, there is no legal mechanism whereby a contract might still be awarded to an excluded supplier during the period of exclusion.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, but it is not publicly available (e.g., it is circulated within the government for internal usage).

Disclosure of Settlements: The regulations and enacting legislation do not provide settlement procedures.

Procurement Checks: No. There is no legislation or guidelines that require procuring entities to check a list of excluded suppliers before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: Figures unknown.

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms: N/A.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? Yes, but it is not public. [GFS](#) states that a debarred contractor is prohibited from participating in all government tenders listed in GEBiz during their debarment period. The list of debarred contractors is for internal government use only and will not be circulated to the public.

Contract-By-Contract (e.g., Single-Tender) Exclusion? Yes. Agency exclusions under the Regulations are done for specific procurements on a case-by-case basis, which is separate from debarments via SCOD.

Subnational Exclusions:

- Exclusion mechanisms do not exist at the provincial/state and municipal/local levels. There are no subnational exclusions.

VII. Remedies:

Criminal Referrals

- There are no guides or legislation regarding criminal referrals and obligations of the enforcement authority who receives such referrals, but for CPIB and Competition and Consumer Commission of Singapore (CCCS) investigations, the relevant allegation would have already been investigated by the relevant enforcement agency before they submit a recommendation to the SCOD.

Monetary Remedies

- The exclusion legal framework does not provide for any monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct.

Other Non-Exclusion Remedies: Depending on the circumstances, there may be criminal prosecutions (e.g., corruption, bid-rigging) or civil litigation (e.g., claims for damages based on unauthorized sub-contracting). In certain cases tied to novation of contracts, the agency may issue a warning letter to the contractor and inform the Secretary and SCOD, so that the warning is in the record of the debarment system.



EXCLUSION SYSTEM SUMMARY VIET NAM

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

Governing Policy:

- Viet Nam's government procurement system derives from [Law on Bidding 2023](#).
- Viet Nam government uses exclusion as a means to select participants/ providers, prohibiting them from participating in procurement within all ministries/ institutions/ regional apparatuses for a period of time from 6 months to 5 years (See Article 87.2 of the [Law on Bidding 2023](#)).
- [Decree No. 24/2024](#).
- [Decree No. 214/2025](#) enacted on Aug 4, 2025 on elaboration of and measures for implementation of the Law on Bidding regarding contractor selection.

Primary Legal Foundation:

- Administrative/regulatory law.

Decision-Maker:

- The decision-maker is at the agency level at each state's ministries or state/regional agencies.
- Ministers, heads of ministerial-level agencies, heads of government-attached agencies, heads of other central agencies, and chairpersons of provincial level People's Committees may ban the participation in bidding activities under the management of their ministries, sectors or localities;
- The Minister of Planning and Investment may exclude the participation in bidding activities under the ministry's management nationwide.

Independence:

- Not required.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: Decision-maker must make a final determination within 15 days.

Provisional Exclusions: None.

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

Based on Art. [133 Decree No. 214/2025](#), decision-maker can initiate exclusion upon receipt of one of the following documents:

- Written request from the employer accompanied by documents providing the violation;
- Petitions on the inspections findings of inspection agencies, report on audit results from the state audit authorities;
- Results of resolving petitions of the Council in charge of petition resolution;
- Other documents of competent regulatory agencies identifying violations.

Nongovernment parties cannot submit complaints and/or evidence to the decision-maker.

Notice Requirements & Opportunity to Be Heard: Yes & No.**Notice of Proceedings:**

- Contractors receive notice of proceedings including when an exclusion, provisional exclusion, or suspension becomes effective.
- Notice of proceedings must contain the grounds for exclusion. The information required in the notice of proceedings includes: (i) the contractor's name; (ii) the grounds for exclusion and the legal basis for addressing the contractor's violation; (iii) the exclusion period; and (iv) the date the decision enters into force.
- Decision-maker must publish the exclusion determination and make reasoning available to the contractor and the public [here](#).

Opportunity to Be Heard:

- Contractors are not entitled to present a defense to the decision-maker.

Appellate Review of Exclusion Decisions: Yes.**Nature and Forum of Review:** Judicial.

In the cases where a contractor who is excluded from participating in bidding activities disagrees with the decision on exclusion, they may file a lawsuit in court following civil procedure law (See Art. 133. 7 [Decree No. 214/2025](#)).

Duration of Appeal Process: N/A.**Legal Representation:**

- A contractor **may** be represented by counsel.
- There's no specific provision that obliges or prohibits the contractor from appointing a legal counsel.

Subsequent Modification of Exclusion Decision: Yes.

- The contractor may obtain a suspension or cancellation of the exclusion through a court ruling from the Administrative Court. An administrative decision may be annulled if it contains defects related to authority, procedure, and/or substance.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:**Automatic Exclusion:** No**Discretionary Exclusion:** Yes.

A contractor may face a discretionary exclusion that may, but need not, be imposed at the discretion of the decision-maker when one or more grounds for exclusion provided for in the legal framework have been established:

- Corruption (domestic and public);
- Fraud;
- Collusion and/or infringing competition;
- Coercion;
- Obstruction;
- Conflict of Interest.

Defenses: Decision-maker may decide not to exclude the supplier when there are:

The regulations are silent on this issue.

Compliance as Defense or Mitigating Factor: The regulations are silent on this issue.

Exclusion Based on Bankruptcy and Cross-Debarment: No & No.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions do not prohibit the contractor from obtaining a contract with another agency.
- Exclusions do not automatically extend to subnational governments.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts signed before exclusion are not automatically suspended. The agency can request the termination of these contracts.

Effect on Excluded Contractor: Excluded supplier cannot serve as a subcontractor. Exclusion does not extend to companies controlled by the excluded individual.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Grounds to exclude individuals – An individual can be excluded if they act in the capacity of an individual contractor or if they have a position as an executive of a business entity.
- Effect on individuals – If an individual is excluded, the exclusion will prevent the individual from being employed by a contracting entity that is currently executing contracts for the government.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion does not apply to affiliated companies (controlling, controlled, under common control).
- Affiliated companies do not have the opportunity to contest the action.
- Exclusion does not extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor does not extend to individuals who own or control the contractor.
- Affiliated individuals do not have the opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework: 6 months – 5 years.

Duration Depends on Applicable Exclusion Ground? Yes. Based on Art. 133 of [Decree No. 214/2025](#)

- 3 to 5 years for any of the violations of Clauses 1, 2, 4 and Point a, Clause 3, Article 16 of the [Law on Bidding 2023](#);
- 1 to 3 years for any of the violations of points b and c, Clause 3; Clause 5; points g, i, and l Clause 6; Clause 8; and Clause 9 Article 16 of the [Law on Bidding 2023](#);
- 6 months to 1 year for any of the violations of Points a, b, c, d, dd, e, Clause 6 and Clause 7, Article 16 of the [Law on Bidding 2023](#).

Discretion to Deviate? The law is silent on this issue.

Exceptions/Waivers to Exclusions:

- No, there is no legal mechanism whereby a contract might still be awarded to an excluded supplier during the period of exclusion.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, and it is publicly available [here](#).

The public list does provide information on the grounds for each listed exclusion.

The public list provides details including:

- Name of the violating organization or individual;
- Content of the violation, legal basis for addressing the violation, and ban period for the violation; total ban period (if committing 2 or more violations); ban scope;
- Entry into force.

Disclosure of Settlements: The regulations are silent on whether the information about the settlement can be made available to the public if a contractor settles an exclusion case against it.

Procurement Checks: Yes, procuring entities are required to check a list of excluded suppliers before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: There are approximately 280 exclusions listed on the exclusion list. These figures are drawn from public reports published on the eProcurement Portal managed by the Ministry of Finance:

- For 2025, there were 77 instances of blacklisting sanctions being uploaded.
- For 2024, there were 89 instances of blacklisting sanctions being uploaded.
- For 2023, there were 35 instances of blacklisting sanctions being uploaded.

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms:

The number of active or completed blacklist sanctions can be obtained [here](#).

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? Yes.

Contract-By-Contract (e.g., Single-Tender) Exclusion? Yes.

Subnational Exclusions:

- Exclusion mechanisms exist at both the provincial/state and municipal/local levels. The provincial government or city government (individually or collectively referred to as the “local government”) may impose blacklist sanctions on a company. However, such sanctions shall remain applicable nationally and shall not be limited solely to the respective province or city, or to any specific province or city.
- If a contractor has 3 effective exclusion decisions issued by the procuring entity available on the eProcurement Portal, the Head of the central agency or the Chairperson of the provincial People’s Committee of province shall consider issuing an exclusion decision within the management of the ministry, department or province for a period of 5 years for the contractor.
- If a contractor has 5 effective exclusion decisions issued by the Head of central agency or the Chairperson of the provincial People’s Committee of province available on the eProcurement Portal, the Minister of Finance will issue an exclusion decision to ban the contractor from bidding on governmentwide for a period of 5 years. The government-wide exclusion decision shall be published on the eProcurement Portal.

VII. Remedies:

Criminal Referrals

- Criminal reporting is **not** conducted by the decision-maker, but rather by the Procurement Unit of Goods/ Services at each respective agency.

Monetary Remedies

- The exclusion legal framework does provide for any monetary remedies to be ordered by the decision-maker of the exclusion mechanism (besides exclusion) and designed to protect against misconduct.
- The contractor that commits violation against the regulation of the Law on Bidding shall, depending on the nature and severity of its violations, make compensation for any damage in accordance with the regulations of the law.

Other Non-Exclusion Remedies:

- In addition to compensation and penalties as outlined in the section above, the decision-maker may impose sanctions including disqualification from selection and disbursement of guarantees.

EUROPE

The following section covers ten European jurisdictions:

- [ESTONIA](#)
- [FRANCE](#)
- [GERMANY](#)
- [GREECE](#)
- [ITALY](#)
- [NETHERLANDS](#)
- [POLAND](#)
- [SERBIA](#)
- [SWEDEN](#)
- [UNITED KINGDOM](#)

Most of these jurisdictions are current members of the European Union (EU) or have previously implemented EU procurement directives.

In reviewing the European jurisdictions, readers may note that Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on Public Procurement and Repealing Directive 2004/18/EC, 2014 O.J. (L 94) (the EU Directive) applies to all EU Member States. The EU Directive establishes mandatory and discretionary rules governing the exclusion of suppliers from public procurement, thereby limiting Member States' policy choices in designing their own exclusion regimes. As a result, exclusion systems across the EU display, to some extent, structural and substantive harmonization, particularly in their procedural safeguards and grounds for exclusion.

Nonetheless, significant variations persist among EU Member States and among countries that previously implemented the EU Directive. For example, while most EU Member States operate tender-specific exclusion mechanisms consistent with the Directive's requirements, several jurisdictions, including France, Italy, Greece, and the United Kingdom, have developed dual-track systems. In these jurisdictions, horizontal (jurisdiction-wide) exclusions are imposed outside the procurement process, typically following criminal or administrative findings, alongside the tender-specific exclusions applied by contracting authorities during procurement. The tender-specific exclusion is generally narrower in scope, applying only to the contract at issue, whereas horizontal exclusions disqualify a supplier from all public contracts until the sanction is lifted.

Together, these systems illustrate both the harmonizing influence of EU law and the enduring diversity of national approaches shaped by differing legal traditions and administrative structures.

EXCLUSION SYSTEM SUMMARY

ESTONIA

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes. Exclusion decisions are made on a contract-by-contract basis, as governed by national legislation or centralized regulations. Exclusion decisions apply only to each procurement at issue and do not extend to other contracting bodies nor to sub-national entities.

Governing Policy:

- Secs. 95-97 of the [Public Procurement Act of 2017](#) (the PPA). The PPA transposes, but also extends beyond the provisions of, Art. 57 of Directive 2014/24/EU of the European Parliament. Estonian law generally transposes EU procurement directives 2014/23, 2014/24 and 2014/25, as well as the directives on remedies in public procurement from directives 1989/665 and 92/13.

Primary Legal Foundation:

- Administrative law, but with certain references to criminal law that serves as grounds for particular exclusions.

Decision-Maker: Each individual contracting authority.

Independence:

- Decision-maker is not required to be functionally independent from the procurement process.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: No stated deadline for the decision-maker to make a final determination.

Provisional Exclusions: None.

Commencement of Proceedings:

- Decision-maker can initiate an exclusion proceeding without a prior referral.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker. Other bidders can petition for exclusion or for reconsideration of a decision not to exclude. (See PPA Sec. 185(2)-(3)).

Notice Requirements & Opportunity to Be Heard: No & Yes.

Notice of Proceedings:

- Contractors do not receive notice of commencement proceedings.
- Contractors receive notice when the decision-maker decides to exclude the tenders from the procurement procedure. (See PPA Sec. 47(1))
- Decision-maker decides to exclude the tenders from the procurement procedure (See PPA Sec. 47(1)). Decision-maker must make reasoning available to the contractor (See PPA Sec. 96(5)). Decision-maker is not required to publish exclusion decisions publicly.

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may obtain the evidentiary record. (See PPA Sec. 194(9))
- Defense is carried out in front of the Public Procurement Review Committee – taking the form of a court or an out-of-court review body of first instance. The Committee is empowered to compel written observations and/or hearings, akin to a traditional court proceeding. (See PPA Secs. 189-202; but *see infra re: Appellate Review*)

Appellate Review of Exclusion Decisions: Yes.**Nature and Forum of Review:** Administrative or Judicial.

- While the first instance review is typically conducted at the Public Procurement Review Committee, and is appealable thereafter to a traditional court, there are some exceptions when an Administrative Court is the place for the first instance review.

Duration of Appeal Process: The process of first instance review in the Public Procurement Review Committee takes less than a month. However, should the decision be appealed to traditional courts, reaching a final decision can take longer, and the length of such procedures varies.

Legal Representation: A contractor **may** be represented by counsel, at their own expense.

Subsequent Modification of Exclusion Decision: Yes, following the same review and appeal process above.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: See PPA Sec 95(1). A contractor may face an automatic exclusion (i.e., an exclusion that is mandatorily imposed) following a decision or finding by a competent civil, criminal, or administrative authority that the contractor engaged in:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud;
- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;
- Labor-Related Offenses;
- Terrorist Offenses or Offenses Linked to Terrorism;
- Enabling an illegal alien to work in Estonia;
- Violating an international or domestically-enforced sanction.

Discretionary Exclusion: See PPA Sec 95(4). A contractor may face a discretionary exclusion (i.e., an exclusion that may, but need not, be imposed at the discretion of the decision-maker) when one or more grounds for exclusion provided for in the legal framework have been established:

- Collusion and/or Infringing Competition;
- Coercion or Intimidation;
- Obstruction of an Investigation;
- Social Harms (breaches of environmental, social, or labor law);
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;
- Conflict of Interest;
- Bankruptcy;
- False information on the tenders' qualification to perform the contract, subject to Sec. 98-101;
- Failure to submit the requested information to verify the absence of grounds for exclusion.

Defenses: Decision-maker may decide not to exclude the supplier when there are (See Sec. 97):

- Remedial measures;
- Settlement / agreement;
- Government interest;
- Other sanctions;
- Compliance system;
- Payment of damage compensation;
- Active collaboration in investigation.

Note that Sec. 97 does not apply to procurement in the fields of defense and security (See Sec. 177(3)).

Compliance as Defense or Mitigating Factor:

- In the case of tax debts, the contracting authority must offer at least 3 business days for the candidate to resolve its delinquency, which can be accomplished by payment or by deferral from the taxor. Upon successful remediation, the candidate cannot be excluded on tax grounds. (See PPA Sec. 95(6))
- A satisfactory compliance program may serve as a complete defense, absolving a contractor who might otherwise be excluded or punished under the exclusion system.
- When the contractor intends to establish that it has adopted, implemented, and/or enhanced an integrity compliance program, the decision-maker would consider evidence of (1) certification from independent organization or authorities; (2) opinions by counsel or auditor; (3) internal evidence from the contractor, such as its rules and procedures, internal training materials, records, etc.

Exclusion Based on Bankruptcy: Discretionary.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion: Exclusion is applied on a contract-by-contract basis.

Extension to Other Agencies and Organizations:

- Exclusions do **not** prohibit the contractor from obtaining a contract with another federal agency.
- Exclusions do **not** automatically extend to subnational governments.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are **not** automatically cancelled, but the contracting authority retains the right to terminate upon finding that the supplier should have been excluded (See PPA Sec. 124(1)(2)).

Effect on Excluded Contractor: Excluded supplier can serve as a subcontractor.

- Exclusion **may** extend to companies controlled by the excluded individual.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Individuals and corporations are equally subject to potential exclusion.
- Grounds to exclude individuals are the same as for corporations.
- Effect on individuals – If an individual is excluded, the individual may still be employed by a contractor, in any capacity.
- Individual liability – If an individual is excluded, no individual liability is created.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion of a corporation does **not** extend to affiliated companies (controlling, controlled, under common control).
- Exclusion of an individual **may** extend to companies controlled by the excluded individual (See PPA Sec. 95(1) (1-3)).

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor does **not** extend to individuals that own or control the contractor and executive officers.
- Affiliated individuals can contest the action. (See PPA Sec. 185).

Duration of Exclusions:

Duration Specified in Legal Framework: Between 3 and 5 years.

Duration Depends on Applicable Exclusion Ground? Yes.

- Mandatory exclusion lasts shorter period of (a) the duration of the criminal conviction or (b) 5 years (See PPA Sec. 95(2)).
- Discretionary exclusion can last up to 3 years (See PPA Sec. 95(5)).

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions: There is no legal mechanism whereby a contract might still be awarded to an excluded supplier during the period of exclusion. However, a decision to forgo exclusion can be made in consideration of the public interest. Such a decision would occur before an affirmative exclusion decision is made.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? No.

Disclosure of Settlements: If a contractor settles an exclusion case against it, information may or may not be made public.

Procurement Checks: Procuring entities are **not** required to check a list of excluded suppliers before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: Figures unknown.

Regular Reporting: No requirement for regular reporting on exclusions.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No.

Contract-By-Contract (e.g., Single-Tender) Exclusion? Yes.

Subnational Exclusions: None.

VII. Remedies:

Criminal Referrals: Decision-maker does not automatically send a criminal referral or share information with criminal enforcement authorities.

Monetary Remedies: The exclusion legal framework does not provide for any monetary remedies to misconduct.

Other Non-Exclusion Remedies: Qualification criteria can be added to the procurement (See PPA Secs. 98-106). Additionally, where a tenderer has knowingly provided false information during the procurement proceeding, it is required to submit corrected documentation. (See PPA Sec. 218)



EXCLUSION SYSTEM SUMMARY FRANCE

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- There is no dedicated “exclusion procedure” per se in France. While exclusion primarily serves as an additional penalty that can be pronounced against perpetrators of certain offenses by judges, exclusions can occur in two different instances. First, exclusions may be imposed by the competent judicial authority, where courts impose them at their discretion following conviction as criminal penalties. These exclusions have jurisdiction-wide effect. The Public Procurement Code establishes both mandatory exclusions (exclusions “de plein droit”) that must be applied when specific conditions are met, and discretionary exclusions that judicial authorities may choose to impose. Second, contracting authorities may impose exclusions during the procurement process itself, such an exclusion may only be decided on specific grounds.

Governing Policy:

- Articles 131-34 and 131-39 of the French Criminal Code ([FR](#)).
- Articles L. 2141-1 and the following of the Public Procurement Code ([FR](#)) and Articles L. 3123-1 of the Public Procurement Code ([FR](#)), which transpose Article 57 of EU Directive 2014/24.

Primary Legal Foundation:

- Criminal law and Administrative/Regulatory law.

Decision-Maker:

- Regarding jurisdiction-wide exclusions, the decision-maker is the judicial authority and is functionally independent from higher-ranked officials responsible for procurement.

Note: As noted above, many exclusions from public procurements in France are not jurisdiction-wide but solely decided by the contracting authority. These decisions are administrative in nature and may be appealed before administrative courts.

Independence:

- French judicial authorities are composed of professional magistrates. Article 64 of the Constitution provides that the judicial authority is independent. In practice, this is mainly guaranteed by the existence of the Superior Council of the Judiciary, which is in charge of magistrates’ appointments, discipline and ethics.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Criminal and Administrative.

Decision Deadline: No stated deadline for decision-maker to make a final determination.

Provisional Exclusions: Yes. Article L. 8272-4 of the French Labor Code (FR) provides that the administrative authorities may decide to temporarily exclude a contractor (for a maximum period of 6 months). However, this provision only applies to specific labor offenses (e.g., employment of foreign nationals not authorized to work in France), and if the offense is particularly serious.

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- Decision-maker can initiate an exclusion proceeding without a prior referral.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Note: In the context of criminal proceedings, the contractor will be able to present its defense. Following a criminal judgement that includes exclusion, the contractor may appeal either the exclusion portion or the entire judgment.

Notice of Proceedings:

- Contractors receive notice of proceedings when an investigation into the underlying grounds is commenced. Contractors are informed during the criminal investigation process, prior to any referral to correctional or criminal court. They do not receive formal notification that an exclusion may be imposed or automatically applied against them.

Note: If a contractor submits an application for public procurement after an exclusion has been pronounced, they will be notified that their application was rejected due to their criminal conviction.

- Notice of proceedings is not required to contain the grounds for exclusion.
- Decision-maker must make reasoning available to the contractor (not to the public). If a criminal court imposes an exclusion as an additional penalty (discretionary exclusion), the judgment must state the reasons for imposing this specific sanction.

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Obtain the evidentiary record.
 - Make a written submission to the decision-maker.
 - Request an in-person hearing with the decision-maker.
 - Call witnesses to an in-person hearing to testify on the contractor's behalf.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Judicial.

Duration of Appeal Process: Greater than 2 years.

Legal Representation:

- A contractor **may** be represented by counsel. Before a criminal court, the contractor must be represented by counsel. However, representation by counsel is not compulsory before correctional courts. Counsel may be provided if the contractor cannot afford one.

Subsequent Modification of Exclusion Decision: No.

- A contractor is not entitled to any opportunity to seek a modification or early termination of exclusion after it goes into effect.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:**Automatic Exclusion:** Yes.

A contractor may face an automatic exclusion, an exclusion that is mandatory to be imposed, following a criminal decision finding that the contractor engaged in:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;
- Labor-Related Offenses;
- Other:
 - Narcotics Trafficking;
 - Human Trafficking;
 - Criminal Syndicates.

Note: The fact that an automatic exclusion is provided does not mean that the judge may not decide to pronounce a discretionary exclusion sentence. In such cases, the contractor cannot rely on mitigating factors to retain eligibility for public contracts (Art. L. 2141-6-1 of the Public Procurement Code ([FR](#))).

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion, an exclusion that may, but need not, be imposed at the discretion of the decision-maker, when one or more grounds for exclusion provided for in the legal framework have been established:

- Fraud;
- Social Harms;
- Terrorist Offenses or Offenses Linked to Terrorism;
- Commercial Regulatory Violations.

Note: Contracting authorities may also at their discretion impose an ad hoc exclusion based on the grounds listed in Article L2141-7 and following of the Public Procurement Code ([FR](#)) (e.g. recent breach of contractual obligations, lack of a vigilance plan, etc.). Such an exclusion is not jurisdiction-wide.

Defenses: Decision-maker may decide not to exclude the supplier when there are:

- Remedial measures;
- Settlement/ agreement;
- Other sanctions;
- Compliance system;
- Other: when justified by compelling reasons of general interest, the contract in question can only be entrusted to this sole economic operator, and no final judgment from a court of a European Union Member State expressly excludes the operator concerned from public contracts (see Art. L. 2141-6 of the Public Procurement Code ([FR](#))).

Compliance as Defense or Mitigating Factor:

- When the contractor establishes that it has adopted, implemented, and/or enhanced an integrity compliance program, a satisfactory compliance program may be a mitigating factor that may entitle the contractor to more favorable conditions of exclusion, including a reduced exclusionary period. Particularly in discretionary exclusion cases, a satisfactory compliance program may encourage the judge to impose a reduced exclusionary period.
- When the contractor intends to establish that it has adopted, implemented, and/or enhanced an integrity compliance program, the decision-maker will consider the following:
 - Certification from independent organizations or authorities;
 - Certification by monitor or equivalent appointed by the authorities administering the relevant exclusion system;
 - Opinions by counsel or auditor retained by the contractor;
 - Evidence from the contractor, such as rules and procedures, internal training materials and records, etc.;
 - Any efficient evidence provided by the contractor.

Exclusion based on Bankruptcy and Cross-Debarment: Automatic & No.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions prohibit the contractor from obtaining a contract with any federal agency.
- Exclusions automatically extend to subnational governments.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are not automatically cancelled. Agencies can decide to terminate the contract if the contractor has been excluded (see Art. L. 2195-4 of the Public Procurement Code (FR)). Contractors have the legal obligation to notify agencies they are working with that they have been excluded from public contracts.

Effect on Excluded Contractor:

- Excluded supplier cannot serve as a subcontractor. In such cases, the agency may require the replacement of the subcontractor.
- Exclusion must extend to companies controlled by the excluded individual (see Art. L. 2141-1 of the Public Procurement Code (FR)). The exclusion extends to the company as long as the individual remains in a managing position/controlling position.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Individuals and corporations.
- Grounds to exclude individuals – An individual can be excluded if they are personally found guilty of any of the above-mentioned offenses (see Section III above), under the same conditions that apply to corporations.
- Effect on individuals – If an individual is excluded, they may be employed in any capacity by a contracting entity that is currently executing contracts for the government.
- Individual liability – A company may enter into a better settlement with less onerous terms if it disciplines responsible individuals.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion does not apply to affiliated companies (controlling, controlled, under common control).
- Exclusion must extend to companies controlled by the excluded individual (see Art. L. 2141-1 of the Public Procurement Code (FR)). The exclusion extends to the company as long as the individual remains in a managing position/controlling position.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor does not extend to individuals that own or control the contractor and executive officers.
- Affiliated individuals do not have the opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework: Between 1 and 5 years. Automatic exclusions have a fixed duration of five years, unless otherwise provided by the final court decision. For discretionary exclusions, the jurisdiction determines the duration, which ranges from 1 to 5 years.

Duration Depends on Applicable Exclusion Ground? No.

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions:

- Yes, a contract may still be awarded to an excluded supplier in certain circumstances. In cases of automatic exclusions (see Art. L. 2141-6-1 of the Public Procurement Code (FR)), the excluded party may still apply to public contracts and provide proof that it took effective remedial actions (e.g. compliance programme, victim compensation, etc.). The contracting authority will then decide whether to take into account these measures. This provision does not apply to discretionary exclusions imposed as supplementary penalties by criminal courts.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? No.

Disclosure of Settlements: If a contractor settles the exclusion case against it, information including the settlement agreements is public.

Note: Settlements also known as conventions judiciaires d'intérêt public (CJIP) are only available to corporations (see Art. 41-1-2 of the Criminal Procedure Code (FR)). CJIP cannot lead to an exclusion but often concern offenses that lead to automatic and/or discretionary exclusion (e.g., corruption, money laundering, tax fraud). CJIP are published on the French Ministry of Justice's website [here](#).

Procurement Checks: No, procuring entities are not required to check a list of excluded suppliers before awarding a contract. In practice, when applying to be awarded a public contract, companies must provide their criminal record bulletin. This bulletin will mention any jurisdiction-wide exclusion.

Reporting on Exclusions:

Number of Exclusions: Figures unknown.

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms: None.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No.

Contract-By-Contract (e.g., Single-Tender) Exclusion? Yes. Exclusion decisions by contracting authorities provided for by Articles L. 2141-7 and following are contract-by-contract exclusions.

Subnational Exclusions: N/A.

VII. Remedies:

Criminal Referrals

- The decision-maker must be a criminal jurisdiction. In the specific case of temporary exclusion decided by administrative authorities (see Art. L. 8272-4 of the Labor Code (FR)), the public prosecutor must be informed.
- A criminal enforcement authority that receives such a referral may or may not initiate investigation, but must report to the referral source and explain its decision.

Monetary Remedies

- The exclusion legal framework provides for monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct. Criminal courts may inflict punitive fines on perpetrators of criminal offenses.
- Possible monetary remedy amounts that can be imposed on the respondent:
 - Compensatory: amount limited to actual damages suffered.
 - Punitive/fine: the decision-maker may set an amount as a monetary remedy.
 - Enforcement mechanisms for monetary remedy include the enforcement procedures available under civil or administrative law.
- Monetary fines are paid to the Public Treasury.

Other Non-Exclusion Remedies: None.

EXCLUSION SYSTEM SUMMARY

GERMANY

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusion decisions are made on a contract-by-contract basis, as governed by national legislation or centralized regulations. Exclusions apply only to the procurement at issue.

Governing Policy:

- Part 4, Arts. 123-126 of the [Act against Restraints of Competition](#), which transposes Art. 57 of Directive 2014/24/EU of the European Union Parliament.
- Further exclusion grounds can be found in separate federal laws such as Sec. 22 of the [Supply Chain Due Diligence Act](#).

Primary Legal Foundation:

- Criminal Law; Administrative/Regulatory Law.

Decision-Maker:

- Decision-maker is an individual contracting officer and is not functionally independent.

Independence:

- Not functionally independent from higher-ranked officials responsible for procurement.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: No stated deadline for decision-maker to make a final determination.

Provisional Exclusions: None.

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- Decision-maker can initiate an exclusion proceeding without a prior referral. Contracting authorities are required to check the Federal Competition Register in public procurement procedures with a contract value above EUR 30,000 net (for utility entities, above EU thresholds). If information about an exclusion ground exists for a bidder, the contracting authorities must either commence exclusion proceedings (for compulsory exclusion grounds) or conduct an in-depth review to determine whether to exclude the bidder (for discretionary exclusion grounds).

- Nongovernment parties can submit complaints and/or evidence to the decision-maker.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice of Proceedings:

- Contractors receive notice of proceedings when:
 - An investigation into the underlying grounds is commenced. Notice will be given during the investigation if the contractor needs to be heard.
 - The exclusion, including any provisional exclusions or suspensions, becomes effective.
- Notice of proceedings must contain the grounds for exclusion.
- Decision-maker must make reasoning available to the contractor (not to the public).
- Contractors must also be heard prior to the publication of information on them in the Federal Competition Register.

Opportunity to Be Heard:

- To challenge its exclusion, a contractor must first submit a written complaint to the contracting authority within 10 calendar days. If not resolved, the contractor may also challenge the exclusion before the procurement review chambers and may:
 - Obtain the evidentiary record.
 - Make a written submission to the decision-maker.
 - Request an in-person hearing with the decision-maker.
 - Call witnesses to an in-person hearing to testify on the contractor's behalf.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative and Judicial (only after exhausting of administrative process).

Duration of Appeal Process: As noted above, when informed of an exclusion, a contractor must first challenge the decision by submitting a written complaint to the contracting authority within ten calendar days. The contractor may then challenge the exclusion before the procurement review chambers, an administrative body that should render a decision within 5 weeks (although it typically takes several months). An appeal may subsequently be filed with the Higher Regional Courts. The entire proceedings can last between 1 and 18 months.

Legal Representation:

- A contractor **may** be represented by counsel. If the challenge is successful, the contracting authority may be required to pay the supplier's legal fees. For any appeal to the Higher Regional Court, a contractor **must** be represented by counsel.

Subsequent Modification of Exclusion Decision: Yes.

- Except through a written complaint to the contracting authority and any subsequent appeal, a supplier is **not** entitled to seek a modification of any decision to exclude it from a procurement process after it goes into effect.
- A supplier **may** include evidence of "self-cleaning" with any subsequent bids submitted to a contracting authority. Self-cleaning can either be proven before the contracting authority of the future procurement procedure or, if the contractor's exclusion was listed in the Federal Competition Register, before the Register Authority.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes.

A contractor may face an automatic exclusion, an exclusion that is mandatory to be imposed, following a decision or finding by a competent civil, criminal, or administrative authority that the contractor engaged in:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud (involving the European Union budget);
- Money Laundering;
- Tax-Related Offenses;
- Terrorist Offenses or Offenses Linked to Terrorism;
- Other:
 - Human Trafficking;
 - Forced Prostitution;
 - Forced Labor;
 - Exploitation of Labor; and,
 - Exploitation Involving Deprivation of Liberty.

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion, an exclusion that may, but need not, be imposed at the discretion of the decision-maker, when one or more grounds for exclusion provided for in the legal framework have been established:

- Collusion and/or Infringing Competition;
- Coercion or Intimidation; *
- Fraud (involving the budget of contracting authority or others); *
- Obstruction of an Investigation; *
- Theft or Embezzlement; *
- Labor-Related Offenses; *
- Social Harms; *
- Commercial Regulatory Violations; *
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;
- Severe violations of the Supply Chain Due Diligence Act; **
- Other:
 - Grave professional misconduct;
 - Conflict of interest;
 - Undue influence of the contractor authority; and,
 - Undue advantage by obtaining confidential information. ***

(*): Not all types of misconduct are explicitly listed as discretionary grounds for exclusion under German law. For example, theft and embezzlement are not listed. However, the discretionary ground for exclusion due to grave professional misconduct does apply to such cases (see “other” category listed above).

(**): While this constitutes a discretionary ground for exclusion, the requirements are slightly higher than those for discretionary grounds for exclusion under the German Act against Restraints of Competition. If they decide not to apply an exclusion despite severe violations of the Supply Chain Due Diligence Act, contracting authorities must be able to provide substantial justification.

(**): Please note that an undue advantage by obtaining confidential information only constitutes discretionary ground for competition if this results from the prior involvement of the undertaking in the preparation of the procurement procedure, and such distortion of competition cannot be remedied by other, less intrusive measures (see Sec. 124 No. 6 Act against Restraints of Competition).

Defenses: Decision-maker may decide not to exclude the supplier when there are:

- Remedial measures;
- Government interest: In cases where a contractor initially failed to meet obligations regarding taxes, charges, or social security contributions but subsequently remedied this failure (through payment or commitment to pay, including associated interest, fines, and penalties), government interest may be considered. Government interest may also constitute grounds for non-exclusion in other scenarios. However, due to the principle of equal treatment, such exceptions should be limited to truly exceptional cases;
- Settlement agreements: As in the EU Public Procurement Directives, the German provision on self-cleaning measures states that one requirement for self-cleaning is that the bidder “has paid or undertaken to pay compensation for any damage caused by the criminal offence or misconduct.” Therefore, a settlement agreement with the affected party may be the deciding factor in not excluding a contractor;
- Compliance system;
- Other: In cases where the contracting authority makes a discretionary decision, this will generally lead to an exclusion. However, the authority may refrain from exclusion if such action is disproportionate.

Note: Remedial measures and the implementation of a compliance system are considered by the contracting authority during the assessment of a “self-cleaning.”

Compliance as Defense or Mitigating Factor:

- When the contractor establishes that it has adopted, implemented, and/or enhanced an integrity compliance program, the satisfactory compliance program may be a mitigating factor that may entitle the contractor to more favorable conditions of exclusion, including a reduced exclusionary period. Compliance programs are part of a successful “self-cleaning.”
- When the contractor intends to establish that it has adopted, implemented, and/or enhanced an integrity compliance program, the decision-maker will consider the following:
 - Certification from independent organizations or authorities;
 - Certification by monitor or equivalent appointed by the authorities administering the relevant exclusion system;
 - Opinions by counsel or auditor retained by the contractor; and
 - Evidence from the contractor, such as rules and procedures, internal training materials and records, etc.

Note: While a certification by monitor or equivalent appointed by the authorities administering the relevant exclusion system would be considered, authorities usually do not appoint such monitors.

Exclusion Based on Bankruptcy and Cross-Debarment: Discretionary & Discretionary.

Note: While there is no automatic cross-debarment, an exclusion by another organization can be considered in any discretionary exclusion decision. If the exclusion was listed in the Federal Competition Register, contracting authorities are obliged to consider these listings in their exclusion decision.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions do **not** prohibit the contractor from obtaining a contract with any federal agency.
- Exclusions do **not** automatically extend to subnational governments.

Note: Exclusion decisions are made on a contract-by-contract basis. However, the same facts could constitute an exclusion ground in every subsequent tender process or procurement procedure by a non-federal authority. Moreover, federal and non-federal authorities must consider the exclusions listed in the Federal Competition Register.

- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are **not** automatically cancelled. An authority may terminate a public contract during its term where, at the time the contract is awarded, a mandatory ground for exclusion existed.

Effect on Excluded Contractor:

- Excluded supplier generally cannot serve as a subcontractor. While technically possible, contracting authorities may either choose in their contract documents to evaluate whether any potential exclusion grounds apply to a bidder's proposed subcontractors, or may be required by the law to conduct such evaluations. If any exclusion grounds exist, the contracting authority can request—or in some cases must require—that the subcontractor be replaced.
- Exclusion **may** extend to companies controlled by the excluded individual.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Individuals and Corporations.
- Grounds to exclude individuals:
 - Direct personal participation;
 - Recklessness/negligence in supervision;
 - Position or interest held; and,
 - All other exclusion grounds mentioned in Section III above if the individual acts as a bidder.
- Effect on Individuals – If an individual is excluded, this individual must not be employed by a contractor in a role that is directly related to the contractor's ongoing contracts.

Note: While convictions of individuals may be imputed to companies in which the individual held a management or supervisory position at the time of the offense, there is some dispute as to whether convictions for previous activity are imputable to the individual's present employer.

- Individual liability – How would individual liability affect settlement, if any? N/A.
- Under German public procurement law, no settlement agreement on bidder exclusion can be made with the relevant contracting authority or the German Federal Competition Register. Instead, a bidder who fulfils a ground for exclusion must prove that it meets all the requirements for self-cleaning. This process includes personal measures taken by the company.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion **may** apply to affiliated companies (controlling, controlled, under common control). Whether an exclusion ground applies to affiliated companies must be determined on a case-by-case basis. The extent to which the decision-makers from the respective company can be attributed responsibility for the misconduct in question is the decisive factor.
- Exclusion **may** extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor **may** extend to individuals who own or control the contractor, executive officers, boards of directors, managers, non-supervisory employees, non-controlling shareholders and controlling individuals.
- Affiliated individuals **must** have the opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework:

- Between 1 and 5 years.
- Exclusions must be based only on grounds that occurred in the previous 3 or 5 years.

Duration Depends on Applicable Exclusion Ground? Yes.

- 5 years maximum for automatic grounds (from the date of final conviction).
- 3 years maximum for discretionary grounds (from the ground's occurrence).

Discretion to Deviate? Yes, the decision-maker has discretion to deviate from the duration specified in the legal framework.

Note: The decision-maker does not have discretion to consider any grounds falling outside the above-mentioned time limitations as a basis for exclusion. However, for discretionary grounds, the time elapsed since the reason for exclusion occurred can be taken into account in the decision.

Exceptions/Waivers to Exclusions:

- Yes, a contract may still be awarded to an excluded supplier if it is imperative for compelling reasons of public interest. This exception has seldom, if ever, been invoked in practice.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? No.

- Each bidder exclusion decision is made by the relevant public procurement authority regarding its public procurement procedure on a case-by-case basis. These exclusion decisions are not compiled in an official list.
- The Federal Competition Register constitutes the closest equivalent to such a list in Germany. However, the Register contains only information on the grounds for exclusion and not on the exclusion decisions taken by individual public authorities.

Disclosure of Settlements: Settlements are entirely confidential. Thus, if a contractor settles the exclusion case against it, the information about the settlement will not be made available to the public.

Procurement Checks: Yes, procuring entities must check a list of excluded suppliers before awarding a contract:

- For contracting authorities/entities: contract value above EUR 30,000 net.
- For utility entities: contract value above the European Union thresholds.

Reporting on Exclusions:

Number of Exclusions: Figures unknown.

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms: None.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? Yes. Each agency is free to establish its own standards on exclusion, which may include a provision for agency-wide exclusion.

Contract-By-Contract (e.g., Single-Tender) Exclusion? Yes.

Subnational Exclusions:

- Exclusion mechanisms exist at the provincial/state and municipal/local levels.
- Exclusion decisions of one subnational body do not extend to other subnational bodies. However, decisions by other bodies can be considered by other subnational bodies as part of their own decisions.

VII. Remedies:

Criminal Referrals

- Decision-maker is free to submit a criminal referral with criminal enforcement authorities but will only do so in extraordinary circumstances—in particular, if the contracting authority/entity is the victim of the offense or if the offense is at the expense of the authority/entity.
- A criminal enforcement authority that receives such a referral must initiate an investigation.

Monetary Remedies

- The exclusion legal framework does not provide for any monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct. If the authority/entity suffered any losses due to the contractor's misconduct, it can seek damages before courts under civil law.

Other Non-Exclusion Remedies: None.

EXCLUSION SYSTEM SUMMARY

GREECE

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Greece has a horizontal exclusion system where horizontal exclusions are made outside the procurement process in accordance with national legislation, and have jurisdiction-wide effect. Additionally, exclusions may also occur during the procurement process, but in such cases, they apply only to the tender in question on a contract-by-contract basis (see Annex below).

Governing Policy:

- Article 74 of Law No. 4412/2016 (Government Gazette A' 147) (EL) which transposes Article 57 of the Directive 2014/24/EU.

Primary Legal Foundation:

- Criminal law and administrative/regulatory law, in absence of self-cleaning measures.

Decision-Maker:

- The decision-maker may be either an administrative authority—centralized, at agency level, or an individual contracting officer—not necessarily functionally independent, or the judicial authority.
- Article 74, paragraph 2 of Law No. 4412/2016 provides that a presidential decree shall be issued, by which will specify the competent entity/entities. It may be centralized (most likely) or not. This presidential decree has not been issued yet.

Independence:

- Not necessarily functionally independent from higher-ranked officials responsible for procurement.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: No stated deadline for decision-maker to make a final determination. However, it may be provided by the presidential decree to be issued in accordance with paragraph 2 of Article 74 of Law No. 4412/2016.

Provisional Exclusions: None.

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- The decision-maker can initiate an exclusion proceeding without a prior referral.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker.

Notice Requirements & Opportunity to Be Heard: No & Yes.

Notes:

- Article 74 of Law No. 4412/2016 provides that a contractor has a right to a hearing prior to any exclusion. While the law does not specify the exact timeframe for issuing notice of the proceedings, this may be determined by presidential decree as provided for by paragraph 2 of Article 74 of Law No. 4412/2016.
- Additional procedural guarantees may be provided by the presidential decree yet to be issued.

Notice of Proceedings:

- Contractors receive notice of proceedings when the decision-maker decides that the exclusion should be imposed if not otherwise specified by the presidential decree to be issued by virtue of paragraph 2 of Article 74 of Law No. 4412/2016.
- Notice of proceedings must contain the grounds for exclusion; this is to be specified by presidential decree in accordance with paragraph 2 of Article 74 of Law No. 4412/2016.
- The decision-maker must make reasoning available to the contractor (not to the public).

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Obtain the evidentiary record.
 - Make a written submission to the decision-maker.
 - Request an in-person hearing with the decision-maker.

Notes:

- These elements are all part of the right to a hearing as established in the Greek Code of Administrative Procedures (Law No. 2690/1999, Gov. Gaz. A' 45).
- Additional procedural guarantees may be provided by the presidential decree to be issued in accordance with paragraph 2 of Article 74 of Law No. 4412/2016.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Judicial.

- Procedural details may be provided by the presidential decree to be issued by virtue of paragraph 2 of Article 74 of Law No. 4412/2016.

Duration of Appeal Process: Not yet known.

Legal Representation:

- A contractor may be represented by counsel during administrative procedures. Before administrative courts, however, a contractor must always be represented by counsel.

Subsequent Modification of Exclusion Decision: Yes.

- A contractor is entitled to any opportunity to seek a modification or early termination of exclusion after it goes into effect, by taking self-cleaning measures. The nature of that opportunity, the nature of the forum, and the possible grounds are to be specified by the presidential decree to be issued by virtue of paragraph 2 of Article 74 of Law No. 4412/2016.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: No.

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion, an exclusion that may, but need not, be imposed at the discretion of the decision-maker, when one or more grounds for exclusion provided for in the legal framework have been established:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud;
- Collusion and/or Infringing Competition;
- Money Laundering;
- Labor-Related Offenses;
- Terrorist Offenses or Offenses Linked to Terrorism;
- Commercial Regulatory Violations;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts; and,
- Other:
 - Participation in a criminal organization, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - Child labor and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
 - Grave professional misconduct.

Defenses:

- Decision-maker may decide not to exclude the supplier when there are remedial measures. Additional details may be provided by the presidential decree to be issued by virtue of paragraph 2 of Art. 74 of Law No. 4412/2016.

Compliance as Defense or Mitigating Factor:

- When the contractor establishes that it has adopted, implemented, and/or enhanced an integrity compliance program, the integrity compliance program may constitute part of self-cleaning measures, which may lead to the revocation of the exclusion.
- The evidence to be considered by the decision-maker when the contractor intends to establish that it has adopted, implemented, and/or enhanced an integrity compliance program, is to be specified by the presidential decree to be issued by virtue of paragraph 2 of Article 74 of Law No. 4412/2016.

Exclusion Based on Bankruptcy and Cross-Debarment: Discretionary & Discretionary.

Note: While exclusion by another jurisdiction or international organization does not constitute ipso jure grounds of exclusion, it may be considered as a grave professional misconduct, which constitutes a discretionary ground of exclusion.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions prohibit the contractor from obtaining a contract with any federal agency.
- Exclusions automatically extend to subnational governments.

- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are not automatically cancelled.

Effect on Excluded Contractor:

- Excluded supplier cannot serve as a subcontractor if the percentage of all the subcontractors participating in the tender in question exceeds 30% of the contract value. The contracting authority has the right to extend the exclusion when subcontracting is less than 30%, by providing so in procurement documents.
- Exclusion does not extend to companies controlled by the excluded individual.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Individuals and corporations.
- Grounds to exclude individuals – Subject to the same exclusion grounds that apply to corporations.
- Individual liability – How individual liability would affect settlement, if at all, is not yet provided for in the legal framework. This may be addressed in the forthcoming presidential decree, potentially as part of self-cleaning measures.

Effect on Affiliates:

Corporate Affiliates:

- The current legal framework does not provide extension of the exclusions to affiliated companies (controlling, controlled, under common control).
- The current legal framework is silent on whether affiliated companies have the opportunity to contest the action.
- Exclusion does not extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor does not extend to individuals who own or control the contractor and executive officers.

Duration of Exclusions:

Duration Specified in Legal Framework: The duration of exclusion must be “reasonable” and determined in accordance with the principle of proportionality, taking into account the gravity and specific circumstances of the offense. The minimum and maximum exclusion periods are to be defined by presidential decree pursuant to paragraph 2 of Article 74 of Law No. 4412.

Duration Depends on Applicable Exclusion Ground? Yes. See above.

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework. However, the decision-maker shall have discretion to specify the exact exclusion period within the limits to be set by the presidential decree to be issued by virtue of paragraph 2 of Article 74 of Law No. 4412/2016.

Exceptions/Waivers to Exclusions:

- No, there is no legal mechanism whereby a contract might still be awarded to an excluded supplier during the period of exclusion.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, and it is publicly available.

- Article 74, paragraph 3 of Law No. 4412/2016 provides that an official list of excluded contractors is included in the National Data Base Database? of Public Procurement, which is kept by the Hellenic Single Public Procurement Authority [here](#). The exclusion list is not yet in force.
- The list will provide information on the grounds for each listed exclusion.
- The specific details to be included in the list have not yet been defined.

Disclosure of Settlements: The current legal framework does not address whether settlement information in exclusion cases will be made public; however, this may be clarified in the forthcoming presidential decree issued under paragraph 2 of Article 74 of Law No. 4412/2016.

Procurement Checks: Yes, procuring entities must check a list of excluded suppliers before awarding a contract. The list is not yet drafted. As long as the list is not in force, contracting authorities demand a solemn declaration to be submitted by the tenderer.

Reporting on Exclusions:

Number of Exclusions: None. The legal framework has not yet been activated. It will be activated upon issuance of the presidential decree as specified in paragraph 2 of Article 74 of Law No. 4412/2016.

Regular Reporting: The current legal framework does not contain any requirement for regular reporting on exclusions. However, it may be provided for by the presidential decree to be issued in accordance with paragraph 2 of Article 74 of Law No. 4412/2016.

Other Transparency Mechanisms: None.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No.

Contract-By-Contract (e.g., Single-Tender) Exclusion? Yes.

Subnational Exclusions: No exclusion mechanisms exist at the provincial/state and municipal/local levels.

VII. Remedies:

Criminal Referrals

- The decision-maker may send a criminal referral or share information with criminal enforcement authorities.

Monetary Remedies

- The exclusion legal framework does not provide for any monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct.

Other Non-Exclusion Remedies: None.

ANNEX: EXCLUSION SYSTEM SUMMARY GREECE

Exclusions pursuant to Article 73 of Law No. 4412/2016

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusions made during the procurement process, on a contract-by-contract basis. Such exclusions apply only to the tender in question.

Governing Policy:

- Article 73 of Law No. 4412/2016 (Government Gazette A' 147)) (EL) which transposes Article 57 of the Directive 2014/24/EU.

Primary Legal Foundation:

- Administrative/regulatory law.

Decision-Maker:

- The decision-maker is an individual contracting officer authority legally represented either by an individual or a board and is not functionally independent.

Independence:

- The decision-maker is functionally independent from higher-ranked officials responsible for procurement.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: The contracting authority (decision-maker) must make a final determination within 10 working days, starting from the date of the notification of the minutes of the competent Committee of the tender, which determines whether exclusion grounds exist for one or more tenderers. There is no data on whether the time period is usually respected in practice. In general, it is considered an indicative rather than mandatory time limit for contracting authorities.

Provisional Exclusions: None.

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- The decision-maker can initiate an exclusion proceeding without a prior referral.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker.

Notice Requirements & Opportunity to Be Heard: No & No.**Notice of Proceedings:**

- The contractor only receives notice that the exclusion decision has been issued, when such a decision is notified to him by the contracting authority.
- Notice of proceedings must contain the grounds for exclusion.
- The decision-maker must make reasoning available to the contractor (not to the public).

Note: The exclusion decision, including the grounds of exclusion, is notified to tenderers participating in the tender and not definitively excluded during a previous stage of the tender.

Opportunity to Be Heard: N/A.

Appellate Review of Exclusion Decisions: Yes.**Nature and Forum of Review:** Judicial.

- Contractors do not have the right to contest the exclusion before the decision-maker. They can only lodge an administrative appeal before an independent authority. After the administrative appeal, the decision may then be challenged before the courts.

Duration of Appeal Process: 6 months to one year.

Legal Representation:

- A contractor **may** be represented by counsel.

Subsequent Modification of Exclusion Decision: No.

- A contractor is not entitled to any opportunity to seek a modification or early termination of exclusion after it goes into effect. After the exclusion goes into effect, the contractor can only follow the judicial process. However, before the exclusion is imposed, the contractor may provide evidence that it has taken measures to demonstrate its reliability despite the existence of relevant grounds for exclusion (self-cleaning measures). If such evidence is deemed sufficient, the contractor will not be excluded from the procurement procedure.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes. A contractor may face an automatic exclusion, an exclusion that is mandatory to be imposed, following a decision or finding by a competent civil, criminal, or administrative authority that the contractor engaged in:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud;
- Money laundering;
- Tax-related offenses;
- Social harms;
- Terrorist offenses or offenses linked to terrorism;
- Other:
 - Participation in a criminal organization;
 - Child labor and other forms of trafficking in human beings forms of trafficking in human being.

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion, an exclusion that may, but need not, be imposed at the discretion of the decision-maker, when one or more grounds for exclusion provided for in the legal framework have been established:

- Collusion and/or infringing competition;
- Labor-related offenses;
- Commercial regulatory violations;
- Poor performance, non-performance, and/or failure to perform on public contracts.
- Grave professional misconduct;
- Conflict of interest;
- Serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, withholding of such information or inability to submit the relevant supporting documents, attempting to unduly influence the decision-making process of the contracting authority, obtaining confidential information that may confer upon it undue advantages in the procurement procedure, or negligently providing misleading information that may have a material influence on decisions concerning exclusion, selection or award; and,
- Obligations in the fields of environmental, social and labor law established by European Union law, national law, collective agreements or by the international environmental, social and labor law provisions listed in Annex X/ Appendix A of Law No. 4412/2016.

Note: Any discretionary ground for exclusion may become mandatory if specified in the tender documents.

Defenses: The decision-maker may decide not to exclude the supplier when there are:

- Remedial measures; and
- Government interest.

Compliance as Defense or Mitigating Factor:

- When a contractor establishes that it has adopted, implemented, and/or enhanced an integrity compliance program, the compliance system cannot *ipso jure* overturn the exclusion but may be considered as part of the remedial measures the contractor has taken to demonstrate its reliability despite existing grounds for exclusion under paragraphs 1 and 4 (a), (c) - (h) of Article 73 of Law No. 4412/2016.
- When the contractor intends to establish that it has adopted, implemented, and/or enhanced an integrity compliance program, the decision-maker would consider the following evidence: certification from independent organizations or authorities.

Exclusion based on Bankruptcy and Cross-Debarment: Discretionary & No.

For cross-debarment, while exclusion by another jurisdiction or international organization does not constitute *ipso jure* grounds of exclusion, it may be considered as grave professional misconduct, which constitutes a discretionary ground for exclusion.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions do not prohibit the contractor from obtaining a contract with any federal agency.
- Exclusions do not extend to subnational governments.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are **not** automatically cancelled.

Effect on Excluded Contractor: Excluded supplier cannot serve as a subcontractor if the value awarded to subcontractors exceeds 30% of the estimated contract value. The percentage may be lower, if specified in tender documents.

- Exclusion may extend to companies controlled by the excluded individual, but only regarding exclusion grounds related to criminal convictions under Article 73, paragraph 1 of Law No. 4412/2016.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Individuals and corporations.
- Grounds to exclude individuals – An individual can be excluded as a tenderer itself. In addition, a legal entity shall be excluded on grounds of criminal convictions (Article 73, paragraph 1 of Law No. 4412/2016) where the person convicted by final judgment is a member of the administrative, management, or supervisory body of that economic operator or has powers of representation, decision, or control therein.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion does not automatically apply to affiliated companies (controlling, controlled, under common control). If the same grounds for exclusion exist regarding an affiliate, this must be assessed separately within the framework of any other award procedure or tender in which the affiliate participates.
- Exclusion may extend to companies controlled by the excluded individual, but only regarding exclusion grounds related to criminal convictions under Article 73 paragraph 1 of Law No. 4412/2016.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor does not extend to individuals who own or control the contractor and executive officers. The system works in reverse and only for exclusion grounds related to criminal convictions: If an officer of a company has been convicted, it is the company that will be excluded.

Duration of Exclusions:

Duration Specified in Legal Framework: Yes. The duration of the exclusion shall be “reasonable” and shall be defined considering the principle of proportionality regarding the gravity and particular circumstances of the offence. The minimum and maximum exclusion period must be defined by the presidential decree to be issued by virtue of paragraph 2 of Article 74 of Law No 4412/2016.

Duration Depends on Applicable Exclusion Ground? Yes.

- Where the period of exclusion has not been set by final judgment, that period shall not exceed 5 years from the date of conviction by final judgment in cases referred to in paragraph 1 of Article 73 of Law No. 4412/2016 (automatic grounds) and 3 years from the date of the relevant event in cases referred to in paragraph 4 of Article 73 of Law No. 4412/2016 (discretionary grounds).

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions:

- Yes, a contract may still be awarded to an excluded supplier, subject to specific derogations.
- In cases involving criminal convictions or offenses related to taxes or social security contributions, a public interest exception may apply.
- Regarding offenses related to tax and social security contributions, a derogation based on proportionality may

apply—if provided for in the tender documents. This applies in cases where only minor amounts are unpaid, or where the economic operator was informed of the exact amount due, following a breach of its obligations at a time when it had no opportunity to take corrective measures before participating in the tender.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? No.

- An official list of excluded contractors is only provided for exclusion under article 74 of Law No. 2121/1993 and is not yet in force.

Disclosure of Settlements: Not Applicable.

Procurement Checks: The obligation to check the list of excluded contractors applies only to those excluded pursuant to Article 74 of Law No. 4412/2016, which governs horizontal exclusions. However, the record established under Article 74 is not yet in force.

Reporting on Exclusions:

Number of Exclusions: Figures unknown.

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms: None.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No.

Subnational Exclusions:

- Exclusion mechanisms exist at the provincial/state and municipal/local levels. Law No. 4412/2016, which sets out exclusion grounds and rules for awarding public procurement contracts, applies to all contracting authorities—including those at the state and municipal levels.

VII. Remedies:

Criminal Referrals

- The legal framework does not provide for criminal sanctions in cases of exclusion, unless the grounds for exclusion themselves constitute a criminal offense.
- If a referral is received by the criminal enforcement authority, they must initiate an investigation.

Monetary Remedies

- The exclusion legal framework does not provide for any monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct.

Other Non-Exclusion Remedies: None.

EXCLUSION SYSTEM SUMMARY ITALY

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

Governing Policy:

- Arts. 94-95 of [Legislative Decree 36/2023](#) (the Italian Public Procurement Code), which transpose Art. 57 of Directive 2014/24/EU of the European Parliament.
- Exclusion may also be imposed on contractors as a result of application of Italian law on companies' administrative liability, [Legislative Decree no. 231/2001](#) (Decree 231). Decree 231 is not a piece of public procurement of legislation. Decree 231 is the Italian law that generally provides that economic operators may be held liable, and subject to various form of sanctions (including exclusion) if, inter alia, any of the (more than 200) criminal offenses listed in Decree 231 are committed in the interest of or for the benefit of the company by its managers or employees. The exclusion under Decree 231 will be discussed in detail in the annex.

Primary Legal Foundation:

- Criminal law and administrative/regulatory law.
- According to Art. 94, Decree 36/2023, the automatic exclusion of an economic operator from participation in procurement is applied in the event of a conviction for a specific crime or a violation of the penal code or civil code, as detailed in the Legislative Decree.

Decision-Maker:

- The decision-makers determining whether a contractor will be excluded can be (1) an individual contracting officer, (2) a judicial authority, and/or (3) the [Italian National Anti-Corruption Authority](#) (ANAC).
- ANAC is the national regulatory authority in the field of public procurement. ANAC determines the qualification of contracting authorities; contracting authorities determine contract awards; administrative courts resolve disputes over contract awarding procedures; and civil courts have jurisdiction over disputes arising after the conclusion of public contracts and relating to their performance. ANAC is empowered to carry out alternative dispute resolution (ADR) and to follow a specific procedure.

Independence:

- The legal framework does not require that the decision-maker be functionally independent from senior procurement officials.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative

Decision Deadline: The time period within which the decision-maker must make a final determination varies depending upon the contracting authority concerned. However, the time period is not intended as mandatory for the contracting authority (i.e., in principle, a valid determination could still be issued even after the applicable time period expires).

Provisional Exclusions: Yes.

Commencement of Proceedings:

- Decision-maker can initiate an exclusion proceeding without a prior referral.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice of Proceedings:

- Contractors receive notice of proceedings when:
 - The decision-maker becomes aware of potential grounds for exclusion.
 - An investigation into the underlying grounds is commenced.
- The notice of proceedings should refer to the potential grounds for exclusion, so that the contractor concerned can provide defensive observations supported by documentary evidence, if any.
- Decision-maker must make reasoning available to the contractor (but not to the public).

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker. Pursuant to the notice of commencement of exclusion proceedings, the contractor is usually given the chance to submit defensive observations and documents within a certain deadline (normally, not less than 10 days). The final resolution ordering the exclusion can then be appealed in court.
- Art. 96, Decree 36/2023 introduces a 'self-cleaning' provision, which provides that competitors may always prove that they have adopted measures suitable to ensure their reliability, including with regard to automatic grounds for exclusion; if such measures are suitable and timely, no exclusion will take place.
- As part of its defense, the contractor may:
 - Obtain the evidentiary record.
 - Make a written submission to the decision-maker.
 - Request an in-person hearing with the decision-maker.
- The proceedings are governed by Articles 7-10-bis, Law 241/1990 on administrative proceedings.

Appellate Review of Exclusion Decisions: Yes. A contractor can seek an appeal or subsequent review of the decision-maker's exclusion decision.

Nature and Forum of Review: This review occurs through a judicial process.

Duration of Appeal Process: Typically, it takes 6 months to 1 year from the time a contractor files his/her appeal to the final decision, although timing can vary depending on the court's workload.

Legal Representation:

- A contractor **may** be represented by counsel, but representation is at the contractor's expense.

Subsequent Modification of Exclusion Decision: Yes.

- A contractor is entitled to any opportunity to seek a modification or early determination of exclusion after it goes into effect. The exclusion can be suspended and/or declared null and void by the court (in the context of a judicial appeal), and/or by the contracting authority itself based on a review of its prior decision (e.g., if new elements/clarifications are provided by the contractor, or if the contracting authority detects any flaws in its prior assessment).

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Article 94 of Decree 36/2023 provides for automatic exclusion in case of final convictions for specific criminal offenses provided by the Italian Criminal Code.

Automatic Exclusion: Yes.

A contractor may face an automatic exclusion (i.e., an exclusion that is mandatorily imposed) following a decision or finding by a competent civil, criminal, or administrative authority that the contractor engaged in:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud;
- Collusion and/or Infringing Competition;
- Coercion or Intimidation;
- Money Laundering;
- Tax-Related Offenses;
- Child Labor-Related Offenses;
- Human trafficking;
- Terrorist Offenses or Offenses Linked to Terrorism;
- Measures provided for Italian anti-Mafia legislation (Legislative Decree 159/2011);
- Non-compliance with Italian Law 68/1999 on mandatory hiring of persons with disabilities (or equivalent legislation in the country of origin).

Others: (1) ANAC interdictions, (2) submission to bankruptcy proceedings, and/or (3) for serious violations finally ascertained, referred to in Annex II.10 (worth more than 5,000 Euros).

Discretionary Exclusion: Yes.

Additionally, according to Art. 95, Decree 36/2023, the contracting authority can order the contractor's exclusion based on a discretionary assessment of further circumstances affecting the contractor's reliability and reputation (e.g., pending criminal proceedings).

A contractor may face a discretionary exclusion (i.e., an exclusion that may, but need not, be imposed at the discretion of the decision-maker) when one or more grounds for exclusion provided for in the legal framework have been established:

- Obstruction of an Investigation;
- Theft or Embezzlement;
- Social Harms;
- Violation of Environmental law;
- Conflict of Interest
- Attributable to a single-making center;
- Tax offenses not finally ascertained (worth € 5,000.00 or more);
- Commercial Regulatory Violations;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;

- Grave professional misconduct.

Defenses: Decision-maker may decide not to exclude the supplier when there are:

- Remedial measures;
- Compliance system;
- In certain cases, exclusion is not applied when the crime/ violation has been decriminalized; rehabilitation has occurred; or the conviction has been revoked.

Compliance as Defense or Mitigating Factor:

- A satisfactory compliance program may be a complete defense that absolves a contractor who would otherwise be excluded or punished under the exclusion system (Art. 96, Decree 36/2023).
- When the contractor intends to establish that he/she has adopted, implemented, and/or enhanced an integrity compliance program, the decision-maker would consider evidence such as:
 - Certification from independent organizations or authorities.
 - Certification by monitor or equivalent appointed by the authorities administering the relevant exclusion system.
 - Opinions by counsel or auditor retained by the contractor.
 - Evidence from the contractor, such as rules and procedures, internal training materials and records, etc.

Exclusion Based on Bankruptcy and Cross-Debarment: Automatic for bankruptcy and insolvency, but discretionary for cross-debarment (Art. 94.5.d, Decree 36/2023).

- Cross-debarment is not specifically mentioned by Legislative Decree 36/2023 among exclusion grounds. In principle, however, it could be taken by the contracting authority as a reason for discretionary exclusion, on the grounds that it affects the contractor's reliability and reputation.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions do not prohibit the contractor from obtaining a contract with any federal agency. Exclusion is ordered by the contracting authority on a case-by-case basis. However, if it depends upon automatic exclusion grounds, any contracting authority would likely order the exclusion on the same basis.
- Exclusions do not automatically extend to subnational governments.
- There are no known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are not automatically cancelled. The agencies can request to terminate the ongoing contract if other contracting authorities can argue that the contractor no longer fulfills the mandatory eligibility requirements.

Effect on Excluded Contractor: Excluded supplier cannot serve as a subcontractor.

- Exclusion may extend to companies controlled by the excluded individual.

Tailoring Exclusion: No, exclusion cannot be tailored to limit exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Individuals and corporations. According to Art. 94, exclusion applies to: economic operator, owner or technical director, individual business, or legal representative including general attorney.
- Grounds to exclude individuals: An individual can be excluded based on the same grounds as corporations

because the same exclusion grounds apply to all types of contractors.

- Effect on individuals: If an individual is excluded, does the exclusion prevent the individual from being employed by a contracting entity that is currently executing contracts for the government?
 - No, the individual may be employed by a contractor in any capacity. Exclusion grounds affecting the individual could extend to the employer/contracting entity (e.g., if the individual is employed as legal representative of a company and is affected by a criminal conviction that leads to automatic exclusion).

Effect on Affiliates:

Corporate Affiliates:

- Exclusion may apply to affiliated companies (controlling, controlled, under common control). Exclusion may extend to one or more affiliated companies in the case that the exclusion is the consequence of criminal convictions regarding individuals who hold relevant positions not only within the contractor but also within other companies of the same group.
- Affiliated companies may have the opportunity to contest the action. The action can be contested by the specific entity which was excluded.
- Exclusion may extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor does not extend to individuals who own or control the contractor and executive officers. The answer here is “no” on the assumption that the exclusion ground regards the company per se, not the individual (e.g., a criminal conviction against him/her).
- Affiliated individuals may have the opportunity to contest the action. The action can be contested by the individual who was excluded.

Duration of Exclusions:

Duration Specified in Legal Framework: Usually longer than 5 years.

Duration Depends on Applicable Exclusion Ground? Yes.

- The duration is calculated pursuant to the criteria set forth under Art. 96 of Legislative Decree 36/2023. Exclusions longer than 5 years are those ordered for serious criminal convictions.

Discretion to Deviate? Yes, the decision-maker has discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions:

- No, there is no legal mechanism whereby a contract might still be awarded to an excluded supplier during the period of exclusion.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, but it is **not** publicly available.

- A list of excluded contractors (Casellario delle Imprese) is held by the Italian National Anti-Corruption Authority (ANAC) and is accessible by contracting authorities and economic operators. Please note that this list only includes contractors excluded by ANAC as a consequence of sanctioning proceedings for false information provided by economic operators in the context of public procurement procedures.

Disclosure of Settlements: Not applicable.

Procurement Checks: Yes, procuring entities must check a list of excluded suppliers before awarding a contract. Reporting on Exclusions:

Number of Exclusions: Figures unknown.

Regular Reporting: The legal framework does require regular reporting on the exclusion of contractors, but these reports are not publicly available.

Other Transparency Mechanisms: None.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No.

Contract-By-Contract (e.g., Single-Tender) Exclusion? Yes.

Subnational Exclusions:

- Each contracting authority checks the application of exclusion grounds on a case-by-case basis, which could in fact lead to different outcomes in case of discretionary exclusion grounds.
- There are no subnational exclusions.

VII. Remedies:

Criminal Referrals

- Decision-maker will routinely, or in most cases where misconduct is established, submit a criminal referral or share information with criminal enforcement authorities. ANAC has the power to forward documents/findings to the Public Prosecutor's Office (Art. 222, Decree 36/2023). They will share part or the entire record of evidence against the respondent. The answer is "yes" on the assumption that the contracting authority becomes aware of a potential criminal offense during the public procurement procedure in question.
- A criminal enforcement authority that receives such a referral is not obligated to do anything with the referral.
- Number of criminal referrals and the source and year of the figure: Figures unknown.

Monetary Remedies

- The exclusion legal framework does provide for monetary remedies that may be ordered by the decision-maker. The Italian National Anti-Corruption Authority may apply administrative fines (ranging between Euro 500 and 10,000) if the contractor submits false information/documents (Art. 222, Legislative Decree 36/2023). Fines are additional to the exclusion, and the relevant payment does not release the contractor from the exclusion.
- Possible monetary remedy amounts that can be imposed on the respondent:
 - Punitive/fine: the decision-maker may set an amount as a monetary remedy.
- Enforcement mechanism(s) for monetary remedies include:
 - Enforcement procedures that are available under civil or administrative law.
- Regulation on how the monetary remedy/amount should be used:
 - 50% may be used as general fiscal revenue, and 50% may be used by ANAC for its institutional purposes (Art. 222, para. 14, Legislative Decree 36/2023).

Other Non-Exclusion Remedies: None.

ANNEX: EXCLUSION SYSTEM SUMMARY ITALY

Exclusion under Legislative Decree no. 231/2001

In addition to the exclusion related to public procurement law discussed above, exclusion may be imposed on contractor as a result of application of Italian law on companies' administrative liability, Legislative Decree no. 231/2001 (Decree 231). In this respect, the outlines below are the key characteristics of Decree 231 that are relevant for the purpose of this questionnaire:

Governing Policy:

- [Legislative Decree no. 231/2001 \(Decree 231\)](#)

Primary Legal Foundation

- The liability of the contractor under Decree 231 is administrative in nature. However, the potential liability of the contractor under Decree 231 is assessed within the context of criminal proceedings aimed at determining the criminal responsibility of the relevant individuals (company managers or employees). These criminal proceedings are conducted before the criminal court and governed by the rules of Italian criminal procedure law.
- If the contractor is found liable, the criminal court (the decision-maker under Decree 231) may typically impose exclusion against the contractor if:
 - exclusion is provided for by Decree 231 for the specific crime in question (e.g., organized crime, corruption, fraud, tax crimes, money laundering, labor related offenses, social harms and terrorist offences and environmental crimes); and
 - the contractor has gained a significant profit from the perpetration of the offenses or in case of recidivism.

Appellate Review of Exclusion Decision

- Exclusion is decreed within the judgment rendered in the criminal proceedings. The contractor has the right to appeal this judgment before the higher court.

Duration of Exclusion

- Exclusion imposed under Decree 231 is typically temporary, in most cases ranging from 3 months to 4 years. The duration varies significantly depending on the type of criminal offense, and the penalties are often subject to legislative changes.
- If the contractor is subject to exclusion three times within a span of 7 years, a permanent exclusion may then be imposed.
- Additionally, a permanent disqualification from conducting business (i) may be ordered if the contractor has derived a substantial profit from the offense and has already been sentenced to temporary disqualification from conducting business at least three times in the previous 7 years and (ii) shall always be ordered if the contractor or one of its organizational units is permanently used for the sole or predominant purpose of enabling or facilitating the commission of the criminal offenses listed by Decree 231.

Compliance as Defense or Mitigating Factor:

- Contractors involved in criminal proceedings under Decree 231 may be exempted from liability --thus avoiding exclusion-- if, among other things, prior to the perpetration of the relevant offense, they had adopted and effectively implemented a compliance program aimed at preventing the perpetration of the relevant criminal offenses. This compliance program is generally referred to as “*Modello di organizzazione e di gestione ai sensi del d.lgs. 231/2001*” (the popular guidelines issued by [Confindustria](#)– the leading employers’ association and General Confederation of Italian Industry).
- Contractors may incur liability but still evade exclusion if, prior to the formal commencement of the trial phase of the criminal proceedings, they have, among other things, implemented an effective *Modello di organizzazione e di gestione ai sensi del d.lgs. 231/2001* capable of preventing the perpetration of the relevant criminal offenses;
- Contractors found liable under Decree 231 who have adopted an effective *Modello di organizzazione e di gestione ai sensi del d.lgs. 231/2001* after the commencement of the trial phase, may seek to have the exclusion converted into a monetary fine.

Legal Representation and Opportunity to Be Heard

- During the relevant criminal proceedings, contractors, who must be represented by legal counsel, have the opportunity to be heard, present their defensive arguments, and call witnesses to testify, among other rights. They are considered defendants, distinct from the individuals involved.

Settlement

- Decree 231 provides for the possibility that the contractor and the public prosecutor reach a settlement on the sanctions to be imposed, which is then submitted for approval to the criminal court.



EXCLUSION SYSTEM SUMMARY

NETHERLANDS

Note: This summary is based on the survey responses collected in 2021.

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusion decisions are made on a contract-by-contract basis as governed by national legislation or centralized regulations. Exclusions apply only to the procurement at issue.

Governing Policy:

- Arts. 2.86-2.89 (Div. 2.3.5) of the [Public Procurement Act of 2012](#), as amended, which transposes Art. 57 of [Directive 2014/24/EU](#) of the European Parliament.

Primary Legal Foundation:

- Civil/ tort law.

Decision-Maker: Individual contracting officers; not functionally independent from senior procurement officials.

- Individual contracting authorities (the state, a province, a municipality, a water board, or a public-law institution, or a partnership of these authorities or public-law institutions) make exclusion decisions within each procurement procedure (contract-by-contract exclusion).

Qualification:

- None stated in the legal framework.

Independence:

- Not functionally independent from senior procurement officials. The procurement process, including any exclusion decision, is conducted by the relevant Purchase Executive Centers.

II. Functioning and Enforcement of the Government-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative and Civil.

- The initial exclusion decision is made as part of the procurement process, which is an administrative process.
- Any subsequent proceedings are governed by private contract law, which governs public procurement in the Netherlands.

Decision Deadline: No stated deadline for decision-maker to make a final determination.

Provisional Exclusions: None.

Initial Procurement Decision: Grounds for exclusion are reviewed by the contracting authority as part of the procurement decision on a contract-by-contract basis.

- Decision-maker can make an exclusion decision without a prior referral.
- The contracting authority awards a public contract on the basis of the tender which, in the opinion of the contracting authority, is the most economically advantageous.
- Nongovernmental parties can submit complaints and/or evidence to the decision-maker.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice:

- The contracting authority or the special sector shall communicate the award decision and the relevant reasons for that decision to all tenderers.
- At the request of an interested party, a contracting authority shall inform an unsuccessful candidate as soon as possible, but no later than 15 days after receipt of its written request, of the reasons for rejecting its request to participate
- Decision-makers are not required to make reasoning available to the public. Contracting authorities are, however, required to provide a procurement report (including any suppliers excluded from the procurement) to the European Commission upon request (Arts. 2.103(1), 2.132(d), 2.133 of the Public Procurement Act).

Opportunity to Be Heard:

- Suppliers are entitled to an opportunity to prove that they have taken sufficient measures to demonstrate their reliability and may make a written submission to the decision-maker.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative and Judicial.

- Complaints related to a procurement process are submitted to the Civil Courts.
- As an alternative to the judicial system, suppliers can submit complaints to the Committee of Public Procurement Experts, a forum that acts as a mediator and issues non-binding advice on claims resolutions.

Means Available to the Supplier: As part of appellate review, suppliers may:

- Obtain the evidentiary record.
- Make a written submission to the appellate body.
- Request an in-person hearing with the appellate body.
- Request to call witnesses to testify on the supplier's behalf.

Duration of Appeal Process: Depends on the circumstances of each case, but the Committee of Public Procurement Experts generally takes less than 1 year, while the Civil Courts can take up to 2 years.

Legal Representation:

- A supplier **may** be represented by counsel.

Subsequent Modification of Exclusion Decision: Yes ("Self-Cleaning").

- Except through an appeal to a judicial authority, a supplier is not entitled to seek a modification of any decision to exclude it from a procurement process after it goes into effect.
- A supplier **may**, however, include evidence of sufficient measures to demonstrate its reliability (i.e., self-cleaning) with any subsequent bids submitted to a contracting authority.

III. Substantive Grounds for Government-Wide Exclusion:

Automatic Exclusion: Yes.

Based on a supplier's criminal or civil judgement for the following(Art 2.86):

- Corruption;
- Participation in a criminal organisation within the meaning of Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organized crime (OJ L 300, 2008);
- Fraud;
- Money laundering;
- Tax-related offenses (based on a court judgment);
- Labor-related offenses;
- Terrorist offenses or offenses linked to terrorism;
- Other:
 - Member of criminal organization;
 - Not paying social security contributions (proven by judicial decision).

Discretionary Exclusion: Yes.

Based on a finding by the decision-maker that the supplier engaged in the following:

- Collusion and/or infringing competition;
- Obstruction of an investigation;
- Tax-related offenses (based on findings other than a court judgment);
- Poor performance, non-performance, and/or failure to perform on public contracts;
- Liquidation;
- Distortion;
- Other:
 - Not paying social security contribution (without a judicial decision);
 - Environmental violations;
 - Serious fault in procedural activities that undermine the supplier's integrity;
 - Conflict of interest;
 - Influencing the procurement authority;
 - Prior involvement in preparation of the procurement procedure harming competition;
 - False statements to procurement authority;
 - Any act that shows that the supplier made a serious fault in the execution of the project which questions the integrity of the suppliers.

Decision-maker may decide not to exclude the supplier when there are:

- Remedial measures – supplier has presented evidence of sufficient measures to demonstrate its reliability: The contracting authority must give a candidate or tenderer who has a ground for exclusion, an opportunity to demonstrate that they have taken sufficient measures to demonstrate their reliability. If the contracting authority considers this evidence sufficient, the candidate or tenderer in question shall not be excluded.
- Government interest;
- Other:
 - If exclusion is not proportional due to the nature of the procurement; and
 - Mandatory reasons of public interest.

Exclusion Based on Bankruptcy and Cross-Debarment: Discretionary & None.

IV. Scope and Effect of Government-Wide Exclusion:

Types of Excluded Suppliers:

- Limited to Corporate Suppliers.

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions do **not** prohibit the supplier from contracting with any other agency (exclusion decisions are contract-by-contract). However, the same facts could constitute an exclusion ground in every subsequent tender process.
- Exclusions do **not** automatically extend to subnational governments.
- No known countries or international organizations that automatically recognize and apply exclusions from the Netherlands.

Effect on Ongoing Contracts:

- Ongoing contracts are **not** automatically cancelled.
- Subsequent modifications to ongoing contracts are subject to the restrictions set forth in Arts. 2.163a-g of the Public Procurement Act and are **not** affected by a supplier's exclusion.

Effect on Subcontracting:

- Excluded suppliers **can** technically serve as subcontractors, but contracting authorities may have chosen in contract documents to evaluate or may sometimes be required by the law to evaluate, whether any potential exclusion grounds apply to a bidder's proposed subcontractors. If any grounds exist, the contracting authority can ask or sometimes must ask to replace the subcontractor.

Effect on Affiliates:

- Exclusions do **not** extend to the supplier's affiliated companies.

Duration of Exclusions:

Duration Specified in Legal Framework:

- Exclusions must be based only on grounds that occurred in the previous 3 or 5 years.

Duration Depends on Applicable Exclusion Ground? Yes, per Arts. 2.86 and 2.87 of the Public Procurement Act.

- 5 years maximum for automatic grounds (from the date of final conviction).
- 3 years maximum for discretionary grounds (from the ground's occurrence).

Discretion to Deviate?

- No. The decision-maker does not have discretion to consider any grounds that fall outside the above time limitations as a basis for exclusion.

Exceptions/Waivers to Exclusions:

- Yes. A contract may still be awarded to a supplier notwithstanding the existence of an exclusion ground if in the government's or the public's interest.

Other Sanctions: Not addressed.

V. Government-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? No.

Procurement Checks: No. Procuring entities are not required to check a list of excluded suppliers before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: Figures unknown.

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms: None.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No.

Contract-By-Contract (e.g., Single-Tender) Exclusion? Yes. See above.

Subnational Exclusions:

- Exclusions exist at the provincial/state and municipal/local levels, which are also subject to the Public Procurement Act.
- Exclusion decisions of one subnational body do not extend to other subnational bodies.



EXCLUSION SYSTEM SUMMARY

POLAND

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusion decisions are made on a contract-by-contract basis, as governed by national legislation or centralized regulations. Exclusion decisions apply only to the procurement at issue. However, exclusions also serve to preclude an excluded entity from tendering for/under the procurement at issue with all other authorities that manage that procurement in Poland, including those at the provincial, state, and municipal levels.

Governing Policy:

- Arts. 108, 109, 110, and 111 of the [Act of September 11, 2019 Public Procurement Law](#) (PPL) (effective January 1, 2021), as amended. Polish Public Procurement Law transposes, but also extends beyond the provisions of, Art. 57 of Directive 2014/24/EU of the European Parliament.
- Section 1, Chapter 2 of the PPL governs the grounds for exclusion from the procurement procedure.

Primary Legal Foundation: Administrative/ regulatory law.

Decision-Maker: The Contracting Authority.

- Exclusion from the proceedings always requires a decision; in Poland, there is no automatic exclusion. The decision is made by the contracting authority, and from an operational perspective, it is made by the so-called unit manager—an official within the contracting authority's structure, responsible for conducting the proceedings. The documentation in the proceedings is assessed by a tender committee, which drafts decisions in such cases. These decisions are then signed and finalized by the manager.
- The decision to exclude a contractor may also be made after proceedings conducted by the National Appeal Chamber (NAC) following an appeal that questions the contracting authority's failure to exclude the contractor, or the NAC may confirm that the contracting authority's exclusion was correct. However, the basic process of examining and excluding a contractor from the tender takes place as part of the evaluation of the tender by the contracting authority.

Independence: Not required to be functionally independent from senior procurement officials.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative/ Civil.

- According to Polish law, the process of awarding a contract is not an administrative procedure in which a state authority exercises its power, but a civil procedure, supplemented by the provisions of the Civil Code. The rules

of conduct, whether they result from the PPL or the tender documentation, are referred to in doctrine as a “tender agreement.”

- However, when it comes to the regulation of the grounds for exclusion itself, administrative elements can be identified, as the contracting authority’s decision to exclude a contractor from a given procedure to a certain extent shapes the contractor’s legal situation in regards to accessing procurements in other procedures for a certain period of time.

An exclusion decision is made as part of the procurement process.

- 1) The contracting body indicates the grounds for exclusion, if any, in the contract notice or procurement documents (Art. 109 PPL).
- 2) Participants shall include a statement of non-exclusion in their bids, indicating compliance with the conditions for participation in the procedure or selection criteria (Art. 125).
- 3) The economic operator may be excluded by the contracting body at any stage of the procurement procedure (Art. 110 PPL).

Decision Deadline: No.

- Exclusion is integrated into the bid evaluation process and not treated as a separate procedure. While bid evaluation has no fixed deadline, decisions on exclusion must be made within the overall timeframe of the procurement process, which ends when the contract is concluded. If new information affecting a contractor’s reliability emerges before the contract is finalized, the contracting authority must exclude the contractor, even if they were previously deemed reliable.

Provisional Exclusions: None.

Commencement of Proceedings:

- Contracting authority can initiate exclusion proceeding without a prior referral.
- Nongovernmental parties can submit complaints and/or evidence to the decision-maker.
 - Decision on exclusion by the contracting authority can be appealed to the National Appeal Chamber (NAC) by nongovernmental parties with a legal interest. However, there is no direct procedure to submit complaints/ or evidence with the contracting authority itself.

Notice Requirements & Opportunity to Be Heard: No & Yes.

Notice of Proceedings:

- Normally, contractors receive notice of proceedings when the final decision to exclude a contractor is made. This decision, which is publicly available, must be communicated to the excluded contractor and their competitors after the tender evaluation process is completed, via a letter informing them of the evaluation results and the selection of the most advantageous tender.
- Notice of proceedings must contain the grounds for exclusion.
- Decision-maker must make reasoning available to the contractor and the public. The decision on exclusion is communicated ex post following the decision on the contract award and it must include, inter alia, the reasons for exclusion.

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Make a written submission to the contracting authority.
 - Request an in-person hearing in the context of appeals procedure (Art 544-547).

In the Polish model, a contractor may defend itself against exclusion: a) by submitting statements and documents concerning self-cleaning together with its tender, b) or in appeal proceedings by presenting evidence of a violation of the law by the contracting authority that made the decision on exclusion (PLL Arts 544-547).

Appellate Review of Exclusion Decisions: Yes. Contracting authority's exclusion decision can be challenged for appellate review by an excluded contractor. Additionally, a competitor of the winning contractor may appeal if the contracting authority, in violation of the law, failed to exclude the contractor to whom the contract was awarded.

- Appeals are filed with the National Appeal Chamber (NAC). (See PPL Arts. 473-492 of the Act of 2019).
- Decisions of the National Appeal Chamber can be further challenged in the District Court in Warsaw (See Arts. 579-590 of the Act of 2019).

Duration of Appeal Process: Less than 1 month.

- The total duration of the appeal process is often less than 1 month, with the timeline structured as follows:
 - The appeal must be filed within 10 days of the decision's publication, followed by the examination of the appeal within 15 days (according to Art. 544), the appellate decision is announced within 5 days (Art. 558), and the justification for the decision is prepared within 7 days (Art. 559).
 - Typically, a single hearing is sufficient for the NAC to issue its ruling. However, in cases involving multiple bidders who have jointly participated, two or more hearings may be required.

Legal Representation: A contractor is not permitted to be represented by counsel when the exclusion takes place in the bid evaluation process. However, representation by counsel in appeal (remedies) proceedings is permitted.

Subsequent Modification of Exclusion Decision: No.

- In Poland, a contractor is not entitled to an opportunity to seek a modification of an existing exclusion.
- However, a contractor is entitled to a self-cleaning mechanism to regain their credibility to participate in the procurement. In a subsequent procurement, the contracting authority reassesses the bidder's reliability in light of remedial measures; if the assessment is positive, the contracting authority refrains from excluding the bidder and effectively restores the bidder's access. On this basis, if the next contracting authority gives a positive assessment of the remedial actions taken by the contractor following the exclusion, the contractor may be reinstated to access the next contract.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes. A contractor may face an automatic exclusion (i.e., an exclusion that is mandatorily imposed) following a decision or finding by a competent administrative authority that the contractor engaged in:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud;
- Collusion and/or Infringing Competition;
- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;
- Social Harms;
- Terrorist Offenses or Offenses Linked to Terrorism.

Discretionary Exclusion: Yes. A contractor may face a discretionary exclusion (i.e., an exclusion that may, but need not, be imposed at the discretion of the decision-maker) when one or more grounds for exclusion provided for in the legal framework have been established:

- Commercial Regulatory Violations;
- Conflict of Interest;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;
- Coercion;

- Grave professional misconduct;
- Violation of Environmental, social, or labor law obligation.

Defenses: Decision-maker may elect to not exclude the supplier when there are:

- Remedial measures;
- Compliance systems;
- Self-cleaning.

There are no *automatic* affirmative defenses. Article 110(3) states that any self-cleaning measures are still subject to a sufficiency assessment by authorities, leaving room for discretion. Self-cleaning is a statutory defense tool for contractors who find themselves in a situation of exclusion, against exclusion.

However, self-cleaning is not possible if the rationale for exclusion is:

- Issuance against the contractor of a final court judgment or a final administrative decision on the arrears of taxes, fees, or contributions to social or health insurance (PPL Art.108(1)(3));
- Ruling against the contractor forbidding him/her to compete for public contracts (PPL Art.108(1)(4)),
- Violation by the contractor of obligations relating to the payment of taxes, fees, or contributions to social or health insurance (PPL Art.109(1)(1)); or
- Contractor who was involved in the preparation of the procedure (Article 108(1)(6)) and a contractor with a conflict of interest (Article 109(1)(6)).

The condition for its use is that the contracting authority must be informed in a transparent manner, together with the tender, of the grounds for exclusion and the corrective measures taken.

Compliance as Possible Defense or Mitigating Factor:

- When the contractor establishes that it has adopted, implemented, and/or enhanced an integrity compliance program to a satisfactory degree, such program(s) may serve as a ground for self-cleaning, not a complete defense for an exclusion (PLL Art. 110).
- When the contractor intends to establish that it has adopted, implemented, and/or enhanced an integrity compliance program, the decision-maker may consider evidence of:
 - The process of assessing the effectiveness of self-cleaning is not standardized in Poland. Each of these documents would certainly have evidentiary value, but it is impossible to assess which one the contracting authority would prefer.

Exclusion Based on Bankruptcy and Cross-Debarment: Bankruptcy and insolvency is a discretionary exclusion (PLL Art. 109(1)(4)).

Cross-debarment, or exclusion by another jurisdiction or international organization is mandatory exclusion in Poland. Any valid and effective prohibition on bidding for a contract issued by any jurisdiction is grounds for exclusion from procurement in Poland.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions **may** prohibit the supplier from contracting with other government agencies.
 - The decision of one contracting authority to exclude a contractor is not binding on another contracting authority—each contracting authority conducts its own examination of the grounds for exclusion.

- What follows from the first decision on exclusion is a finding of facts that cannot be ignored by subsequent contracting authorities. Therefore, the first decision on exclusion is considered proof that the contractor is subject to exclusion, and where the PPL does not require a court judgment or administrative decision, but only “reliable evidence,” such a decision by another contracting authority is, in fact, the basis for excluding the contractor from subsequent proceedings (during the period of exclusion).
- Exclusions automatically extend regional entities and state-owned bodies.
- Each member state of the EU recognizes the same grounds for exclusion and is required to evaluate and obliged to exclude if the evaluation is negative. In this context, exclusion in Poland serves as reasonable proof of an exclusion situation.

Effect on Ongoing Contracts:

- Ongoing contracts are **not** automatically cancelled but may be at the discretion of the contracting authority (See Art. 456(1)(2)(b)).
 - Exclusion in Poland (and Europe) may occur until the tender procedure is completed.
 - The exclusion verification occurs during the pre-award period. If it later emerges that the contractor was subject to a mandatory exclusion and was not excluded, the law allows the contracting authority to remove the contractor by exercising its right to rescind/terminate the contract (odstąpienie od umowy), rather than by amending the contract.

Effect on Excluded Contractor:

- Excluded suppliers **cannot** serve as subcontractors.
 - The assessment of the reliability of public contractors also applies to subcontractors (See PPL Art. 462(5)). Contracting authorities may examine whether there are grounds for exclusion of a subcontractor during contract evaluation. If any grounds exist, the contracting authority can ask or sometimes must ask to replace the subcontractor.
- Exclusion does not automatically extend to companies controlled by an excluded individual.

Tailoring Exclusion:

- No option to tailor the exclusion to certain divisions, operating units, or business lines within a corporate supplier.

Individual Exclusion:

- Individuals may be excluded personally, except when they were merely an employee under an entity being excluded. Under the PPL, an individual may be a contractor, if he/she conducts an economic activity (sole entrepreneur) and they are covered by the same exclusion framework.
- Grounds to exclude individuals are governed by the same provisions that regulate the exclusion of the contractor.

Effect on Individuals:

- An individual without contractor status is not subject to the PPL Act at all. In Poland, exclusion applies to contractors bidding for public contracts, which may also be an individual as a contract party, not merely an employee under the excluded company.
- However, a corporate supplier can be excluded if a member of its managing or supervisory body, partner, or proxy has been convicted by final judgment for certain offenses (see PPL Art. 108(1)(2) and Art. 109(1)(3)). This does not constitute the exclusion of the natural person; in fact, the PPL does not regulate the fate of such an individual within the company. Although, if the company wishes to remove the grounds for exclusion, it must dismiss the convicted person.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion does **not** apply to affiliated companies.
- Affiliated companies do not have the right to contest an action.
- Exclusion does not automatically extend to companies controlled by an excluded individual.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor **does not** extend to individuals who own or control the supplier, nor to its executive officers.
- Affiliated individuals do not have the right to contest an action.

Duration of Exclusions:

Duration Specified in Legal Framework: Between 1 and 5 years. See Article 111.

Duration Depends on Applicable Exclusion Ground? Yes.

- For offenses codified at Articles 108(1)(1)(a-g) and 108(2) – 5 years from the date of conviction unless otherwise adjudged.
- For offenses codified at Articles 108(1)(1)(h) and 109(1)(2-3) – 3 years from either the date of conviction or of misconduct, unless otherwise adjudged.
- For offenses codified at Articles 108 (1)(5) and 109(1)(4-5, 7, 9) – 3 years from the date of the misconduct.
- For the offense codified at Article 109(1)(8) – 2 years from the date of the misconduct.
- For the offense codified at Article 109(1)(10) – 1 year from the date of the misconduct.

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions: Yes, A contract may be awarded to a bidder that previously triggered an exclusion ground, provided the contracting authority accepts its self-cleaning measures; at that point, the bidder is not excluded.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? No.

Disclosure of Settlements: There is no settlement in Poland exclusion system.

Procurement Checks: Although there is no source against which procurement officials must validate bidders' exclusion status, a bidder's eligibility is dependent on whether it is subject to exclusion. See Art. 57(1); see also Section II supra.

Reporting on Exclusions:

Number of Exclusions: Figures unknown.

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms: No.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No.

Contract-By-Contract (e.g., Single-Tender) Exclusion? Yes.

Subnational Exclusions: The exclusion framework set forth in the Act of 2019 applies to all contracting authorities in Poland, including at provincial, state, and municipal level(s).

VII. Remedies:

Criminal Referrals

- Decision-maker never sends a criminal referral or shares information with competent authorities for criminal investigation against the respondent.
- Decision-maker will only in extraordinary circumstances send a criminal referral or share information with criminal enforcement authorities when misconduct is established.
- A criminal enforcement authority who receives such a referral is not obligated to do anything with the referral.

Monetary Remedies: The exclusion legal framework does not provide any monetary remedies to misconduct.

Other Non-Exclusion Remedies: The exclusion legal framework does not provide for any other remedies to misconduct beyond exclusion.



EXCLUSION SYSTEM SUMMARY

SERBIA

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- There is no exclusive list of only excluded contractors, but there is an opposite, positive list of only registered contractors--the [Register of Bidders](#). A business entity registered in the Register of Bidders does not have grounds for exclusion from [Article 111, and Article 128](#) of the Law on Public Procurement (Off. Gazette of RS no. 91/2019) (hereinafter: the Law).

Governing Policy:

- The relevant provisions of the Law are [Articles 111, 112, and 113, in conjunction with Article 128, paragraph 5 and 6](#).

Primary Legal Foundation:

- Criminal law and administrative/ regulatory law.
 - [Article 111 of Law](#).

Decision-Maker:

- The public procurement proceedings are carried out before the Public Procurement Commission (PPC).
- The PPC is established by the initiator of the public procurement.
- The PPC decides on whether the contractor will be excluded or not, depending on whether they meet the criteria in [Articles 111, 112, and 113](#) of the Law in each and any concrete public procurement.
- Public Register (hereinafter: Register) of registered contractors should exclude registered contractors from the list, if competent authority referred to in [Article 128, paragraph 6](#), notifies the Register about the imposed measures and sanctions against contractors that are grounds for exclusion.

Independence:

- The legal ecosystem of public procurement has a presumption of decision-maker's independence. In the Law, there are several articles regarding the independent position of the decision-makers.
 - On the basis of [Article 92](#), and basic principles stated in [Articles 5–10](#) of Law, the PPC is independent and autonomous.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Criminal and administrative.

Decision Deadline: The decision to exclude a candidate is made within 30 days of the deadline for submitting offers,

unless the PPC has specified a longer deadline in the procurement documentation. ([Article 148, paragraph 3](#) of the Law).

The Minister of Finance decides on the appeal within 30 days from the date of receipt of the appeal, in accordance with the [Article 29, paragraph 1 of the Law on registration procedure](#) (hereinafter: LawRP) in the Register and in conjunction with [Article 128, paragraph 10](#). of the Law.

Provisional Exclusions: No.

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- Decision-maker shall initiate the excluding procedure without prior referral in accordance with [Articles 111 and 112](#) of the Law.
- Nongovernment parties cannot submit complaints and/or evidence to the decision-maker. Instead, nongovernment parties can submit written complaints and/or evidence to the Anti-Corruption Agency, in accordance with Article 87–91 of Anti-Corruption Law.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice of Proceedings:

- Contractors receive notice of proceedings when:
 - The decision-maker becomes aware of potential grounds for exclusion.
 - The decision-maker decides that grounds exist.
 - The exclusion, including any provisional exclusions or suspensions, becomes effective.
- Notice of proceedings must contain the grounds for exclusion. The PPC compiles a special written decision on professional grading of offers, which states the reasons for which the offer was rejected (i.e., grounds for exclusion). The PPC delivers this decision to a contractor, and the decision to exclude must be explained and contain the reasons for exclusion, as well as instructions on legal remedies.
- The decision to exclude a candidate is made within 30 days of the deadline for submitting offers, unless the contracting authority has specified a longer deadline in the procurement documentation ([Article 148](#) of the Law).
- Decision-maker must not make reasoning available to the public.

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Make a written submission to the decision-maker.
- If the contractor finds that his/her rights were violated by any action of the PPC, the contractor can initiate the second instance proceedings before the Republic PPC. He can initiate the second instance proceedings (submit an appeal - Request for protection of rights as per definition of the Law) which is submitted electronically through the Public Procurement Portal simultaneously to the contracting authority and to the Republic PPC.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative and Judicial.

- In cases of exclusion regarding Article 128, paragraph 5, and in conjunction with Article 111, paragraph 1, the contractor has the right to submit an appeal to the minister competent for the economy to review the decision to exclude the contractor against the decision of his exclusion from the register.
- To contest the decision of the Republic PPC, the contractor can initiate an administrative proceeding by filing a lawsuit within 15 days from the date of delivery of the decision to the applicant.
- An administrative proceeding can also be initiated when the Republic Commission has not made a decision within the deadlines provided for in [Article 227](#) of the Law.

Duration of Appeal Process: 1 to 6 months.

Legal Representation:

- A contractor **may** be represented by counsel.
- The contractor may be represented by a legal counsel in accordance with [Article 89](#) of the Law on contracts and torts, as well as in accordance with [Article 49](#) of the Administrative Proceedings Law (hereinafter: AP Law), and in connection with [Article 212 paragraph 1](#) of the Law.

Subsequent Modification of Exclusion Decision: Yes.

- The contractor is entitled to not be excluded if he/she meets conditions against exclusion given by Article 111, paragraph 3, and Article 112, paragraph 2 of the Law. In these cases, the decision-maker may waive the exclusion.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes. A contractor may face an automatic exclusion (i.e., an exclusion that is mandatorily imposed) following a decision or finding by a competent civil, criminal, or administrative authority that the contractor engaged in:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud;
- Collusion and/or Infringing Competition;
- Coercion or Intimidation;
- Obstruction of an Investigation;
- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;
- Labor-Related Offenses;
- Social Harms;
- Environmental Harms;
- Terrorist Offenses or Offenses Linked to Terrorism;
- Conflict of Interest;
 - [Article 111](#) of the Law refers to the automatic exclusion and references from [Articles](#) 163–169, 203–206, 208, 225, 226, 245, 359, 366, 367, 368, and 390–393a of the Criminal code.
- Organized Crime.

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion (i.e., an exclusion that may, but need not, be imposed at the discretion of the decision-maker) when one or more grounds for exclusion provided for in the legal framework have been established:

- Commercial Regulatory Violations;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;
- Insolvency;
- Grave Professional Misconduct;

Defenses: Decision-maker may decide not to exclude the supplier when there are:

- Settlement/ agreement;
- Government interest;
- Other sanction.

Compliance as Defense or Mitigating Factor:

- Satisfactory compliance program may be a complete defense that absolves a contractor who otherwise should be excluded or punished under the exclusion system.
- It may also be a mitigating factor that can entitle the contractor to more favorable conditions of exclusion, including a reduced exclusionary period.
- When the contractor intends to establish that it has adopted, implemented, and/or enhanced an integrity compliance program, the decision-maker may consider:
 - Certification from independent organizations or authorities;
 - Certification by monitor or equivalent appointed by the authorities administering the relevant exclusion system;
 - Opinions by counsel or auditor retained by the contractor;
 - Evidence from the contractor, such as rules and procedures, internal training materials and records, etc..

Exclusion Based on Bankruptcy and Cross-Debarment: Discretionary & No.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:**Scope of Exclusion:****Extension to Other Agencies and Organizations:**

- • Exclusions do not prohibit the contractor from obtaining a contract with any federal agency.
 - Government agencies also apply the provisions of the Law when they are initiating public procurement proceedings.
 - Therefore, one government agency may find that there are grounds for exclusion, and another government agency may find that these grounds do not exist in case of discretionary exclusion, but in cases of automatic exclusion, they will exclude the contractor ex officio.
- Exclusions automatically extend to subnational governments.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are not automatically cancelled.

Effect on Excluded Contractor: Excluded supplier cannot serve as a subcontractor.

- Exclusion may extend to companies controlled by the excluded individual.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

- The grounds for exclusion in the Law are not applicable to the branch, representative office, or similarly.

Individual Exclusion:

- Individuals and corporations.
- Grounds to exclude individuals – An individual can be excluded based on direct personal participation, recklessness/negligence in supervision, and position or interest hold.
- Effect on individuals – If an individual is excluded, the individual must not be employed by a contractor in a role that is directly related to the contractor's ongoing contracts
- Individual liability – A company may enter into a better settlement with less onerous terms if it disciplines responsible individuals.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion does not apply to affiliated companies (controlling, controlled, under common control).
- Affiliated companies must have the opportunity to contest the action.
- Exclusion may extend to companies controlled by the excluded individual.
 - The fact that an individual was excluded as a contractor does not alone exclude his/her other companies, so the answer is typically that it may extend.
 - But if this individual is a legal representative of another company, and he/she himself/herself would be excluded as a legal representative, then exclusion must extend to the other company.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor must extend to individuals who own or control the contractor and executive officers.
 - Exclusion must extend to legal representative of the contractor as stipulated in Article 111, paragraph 1, point 1, of the Law on the public procurement.
- Affiliated individuals must have the opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework: No specification.

Duration Depends on Applicable Exclusion Ground? Yes.

- Since the conviction for a criminal offense presents the automatic ground for exclusion, and prohibition of participation in public procurement as a legal consequence of conviction can be provide an effect for up to 10 years, this is the maximum duration of an automatic exclusion. However, this differs from one criminal case to another.

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions:

- Yes, a contract may still be awarded to an excluded supplier through Article 111, paragraph 3. This defines that the decision-maker may waive the exclusion of a contractor from the public procurement procedure for reasons stated in Article, 111, paragraph 1 (i.e., due to prevailing reasons related to the public interest, such as public health or environmental protection).

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? No. The Register of Bidders details all eligible contractors. If a supplier is not on the Register, they are effectively excluded.

Disclosure of Settlements: If a contractor settles the exclusion case against them, information including the settlement agreements are public.

The website of the Republic Public Procurement Commission contains a database of all published decisions concerning the protection of rights. The database is accessible through the following [link](#).

Procurement Checks: Yes, procuring entities must check the Register before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: Figures unknown.

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms: N/A.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No.

Contract-By-Contract (e.g., Single-Tender) Exclusion? No.

Subnational Exclusions:

- Exclusion mechanisms do not exist at the provincial/state and municipal/local levels.

VII. Remedies:

Criminal Referrals

- Decision-maker will routinely-- or in most cases where misconduct is established-- send a criminal referral or share information with criminal enforcement authorities.
- A criminal enforcement authority that receives such a referral must initiate an investigation.
 - The public prosecutor is obliged to initiate criminal prosecution when there are grounds for suspicion that a criminal offense has been committed or that a specific person has committed a criminal offense for which he/she is being prosecuted on official duty.
 - However, the public prosecutor may decide to postpone or not initiate criminal prosecution, under the conditions prescribed by the Criminal Code.

Monetary Remedies

- The exclusion legal framework does provide for any monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct.
 - A fine may be imposed no later than 3 years from the date of the violation. The range of fines is determined in the Article 231, paragraph 3 of the Law on public procurement.
 - The decision-maker, as well as the contractor and subcontractor, can also be fined as a misdemeanor. The Republic Public Procurement Commission submits a request for the initiation of misdemeanor proceedings when, in the procedure for the protection of rights, it determines that the provisions of this law have been violated, which may be the basis for misdemeanor liability. Articles 236, paragraph 1, point 9 in conjunction with Article 111, paragraphs 1 and 2, of the Law on public procurement provide fines for committed offenses for contractor and subcontractor.
- Possible monetary remedy amounts that can be imposed on the respondent:
 - The Republic Public Procurement Commission will issue a fine in the range of RSD 80,000 to RSD 1,000,000 dinars, and to the responsible person of the ordering party in the amount of RSD 20,000 to RSD 80,000 dinars by decision to the contractor or contractor's representative, if the contractor fails to submit additional documentation, data, explanations or opinions, in accordance with the request of the Republic Public Procurement Commission.
- Enforcement mechanism(s) for monetary remedy include:
 - Enforcement procedures available under civil or administrative law.
- Monetary remedies may be used:
 - As general fiscal revenue.

Other Non-Exclusion Remedies:

- When the Republic Procurement Commission terminates the contract on public procurement, from the date of the decision, the contract ceases to be valid and the ordering party is imposed a fine in the amount of up to 30% of the value of the concluded contract and not less than the amount prescribed by Article 231 of this law, taking into account all the relevant facts, the gravity of the violations of the law, the actions of the contracting party, as well as the remaining period of validity of the contract.



EXCLUSION SYSTEM SUMMARY

SWEDEN

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusion decisions are made on a contract-by-contract basis as governed by national legislation or centralized regulations and apply only to the procurement at issue. Swedish courts may also prohibit an individual from engaging in general business activities (a “trading prohibition”) because of criminal or other misconduct.

Governing Policy – Contract-by-Contract Exclusion:

- [Ch. 13 of Lagen](#) (2016:1145) om offentlig upphandling ([the Act \[2016:1145\] on Public Procurement](#)). The provisions in Ch. 13 transpose Art. 57 of Directive 2014/24/EU of the European Parliament.

Governing Policy – Trading Prohibitions:

- [Lag \(2014:836\) om näringsförbud](#) (Act [2014:836] on Trading Prohibitions).
- [Förordning \(2014:936\) om näringsförbud](#) (Ordinance [2014:936] on Trading Prohibitions).

Primary Legal Foundation:

- Criminal and Administrative/Regulatory Law.

Related Law and Regulation:

- [Förvaltningslagen \(2017:900\)](#) (Administrative Law [2017:900]).
- [Kommunallagen \(2017:725\)](#) (Municipal Act [2017:725]).

Decision-Maker: Judicial authority and individual contracting officers; not functionally independent from senior procurement officials.

- Judicial courts may impose a trading prohibition on an individual found to have engaged in criminal or other activities listed in the Act on Trading Prohibitions (government-wide exclusion).
- Individual contracting authorities evaluate exclusion grounds listed in the Act on Public Procurement as part of each procurement procedure (contract-by-contract exclusion).

Qualification:

- None stated in the legal framework.

Independence:

- Contract-by-contract exclusions are not functionally independent from senior procurement officials. Nevertheless, all contracting authorities must respect fundamental principles in public procurement, such as equal treatment and transparency.

II. Functioning and Enforcement of the Government-Wide Exclusion System:

General Provisions:

Type of Procedures: Criminal and Administrative.

- A Swedish criminal court can impose a trading prohibition on a natural person, meaning that the excluded individual is not allowed to manage, control, or own a company.
- Decisions to exclude a supplier from a procurement (e.g., supplier is connected to a person subject to a trading prohibition) are made as during the procurement process.

Decision Deadline: No stated deadline for decision-maker to make a final determination.

Provisional Exclusions: Yes, only for trading prohibitions. A court may impose a temporary restriction on the defendant at an earlier stage if the proceedings are likely to result in a trading prohibition (Secs. 21-22 of Act on Trading Prohibitions).

Initial Procurement Decision (Contract-by-Contract Exclusion): A contracting authority may at any point during a procurement exclude a supplier from participating in the procurement, if there are grounds for exclusion. Grounds for exclusion are reviewed by the contracting authority as part of the procurement decision on a contract-by-contract basis (Ch. 13 of the Act on Public Procurement).

- Contracting authorities can make an exclusion decision without a prior referral.
- Nongovernmental parties can submit complaints and/or evidence to the decision-maker.
- Contracting authority may refrain from observing an obligation to exclude a supplier out of public interest concerns.

Commencement of Proceedings (Trading Prohibitions): Referral Required.

- The court cannot initiate an exclusion proceeding without a prior referral. Proceedings must be initiated by a prosecutor or the Swedish Competition Authority. A request for a prohibition on trading pursuant to a business ban due to crime may be made by the public prosecutor in accordance with the provisions on criminal proceedings.
- Nongovernmental parties cannot submit complaints and/or evidence to the decision-maker.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Contract-by-Contract Exclusions:

- A contracting authority shall, before it decides to exclude a supplier, give the supplier an opportunity to, within a certain time, make a statement on the circumstances which, according to the authority, are grounds for exclusion.
- Suppliers receive notice when:
 - The contracting authority decides that grounds exist.
 - The exclusion becomes effective.
- Notice to the supplier (not to the public) must contain the decision and reasons for exclusion.

Trading Prohibitions – Notice of Proceedings:

- Suppliers receive notice of proceedings when an investigation is commenced.
- Notice of proceedings must contain the grounds for exclusion.
- The court must make reasoning available to the supplier and the public.

Trading Prohibitions – Opportunity to Be Heard:

- Suppliers are entitled to present a defense to the court and may:
 - Obtain the evidentiary record.

- Make a written submission.
- Request an in-person hearing.
- Call witnesses to an in-person hearing to testify on the supplier's behalf.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Judicial.

- Contract-by-contract exclusion appeals are reviewed by the relevant administrative court where the contracting authority is established. A review permit is required when appealing to the Administrative Court of Appeal.
- Trading prohibitions are reviewed by the relevant Court of Appeal. A decision on a temporary prohibition on trading, which has been issued during the trial, may be appealed separately.
- Means Available to the Supplier: As part of appellate review, suppliers may:
 - Obtain the evidentiary record.
 - Make a written submission to the appellate body (proceedings in the administrative courts and Courts of Appeal are usually written).

Duration of Appeal Process: Typically between 1 to 6 months.

Legal Representation:

- A supplier **may** be represented by counsel. In trading prohibition proceedings, the court may appoint a public defender (offentlig försvarare), but only when there are “special reasons” to do so (Sec. 19 of Act on Trading Prohibitions).

Subsequent Modification of Exclusion Decision: Yes.

Contract-by-Contract Exclusions:

- Except through an appeal, a supplier is **not** entitled to seek a modification of any decision to exclude it from a procurement process after it goes into effect.
- A supplier **may**, however, include evidence of sufficient measures to demonstrate its reliability (i.e., “self-cleaning”) with any subsequent bids submitted to a contracting authority (Sec. 5 of Ch. 13 of Act on Public Procurement).

Trading Prohibitions:

- An individual subject to a trading prohibition can request the court to reconsider the decision (Secs. 31-32 of Act on Trading Prohibitions).

III. Substantive Grounds for Government-Wide Exclusion:

Automatic Exclusion: Yes (Contract-by-Contract Exclusion Only).

Based on a supplier's criminal conviction for the following (Sec. 1 of Ch. 13 of Act on Public Procurement):

- Corruption;
- Fraud;
- Money laundering;
- Terrorist offenses or offenses linked to terrorism;
- Social harms (human trafficking);
- Organized crime offenses.

Based on a supplier's civil judgment for the following (Sec. 2 of Ch. 13 of Act on Public Procurement):

- Tax-related offenses (failure to pay taxes or social security contributions).

Discretionary Exclusion: Yes.

Contract-by-Contract Exclusion:

Based on an administrative (i.e., non-judicial) decision or finding against the supplier for the following (Secs. 2-3 of Ch. 13 of Act on Public Procurement):

- Tax-related offenses (failure to pay taxes or social security contributions);
- Labor-related offenses;
- Social harms (environmental offenses);
- Collusion and/or infringing competition;
- Poor performance, non-performance, and/or failure to perform on public contracts;
- Other:
 - Gross professional misconduct;
 - Conflict of interest;
 - Misleading the contracting authority that the supplier satisfies the selection criteria or is not subject to any exclusion grounds;
 - Unduly influencing or attempting to influence the contracting authority's decision-making process.

Trading Prohibitions:

Based on a supplier's criminal or civil judgement for the following (Secs. 4-7 of Act on Trading Prohibitions):

- Criminal conviction;
- Grossly improper actions related to bankruptcy;
- Gross failure to pay taxes;
- Collusion and/or competition-related offenses.

Considerations for Trading Prohibitions:

- Typically, a court will impose a trading prohibition on an individual who has been sentenced for serious economic crime. In deciding whether to impose a trading prohibition on an individual, the court considers factors such as the pervasiveness of the misconduct, whether the misconduct was aimed at achieving considerable economic gain, and whether the misconduct caused, or would have caused, serious harm (Secs. 8-9 of Act on Trading Prohibitions).

Self-Cleaning: Contract-by-Contract Exclusion

- A supplier may avoid exclusion by demonstrating "self-cleaning" in almost every case (e.g., compensating for damages caused, actively cooperating with authorities, implementing remedial measures to prevent future misconduct) (Sec. 5 of Ch. 13 of Act on Public Procurement).

Exclusion Based on Bankruptcy and Cross-Debarment: Discretionary & Discretionary.

- Bankruptcy is a discretionary ground for both contract-by-contract exclusions and trading prohibitions (Sec. 2(2) of Ch. 13 of Act on Public Procurement; Sec. 5 of Act on Trading Prohibitions).
- An exclusion by another jurisdiction could indicate a need to evaluate the supplier, but there must still be an independent basis to exclude the supplier under Swedish law.

IV. Scope and Effect of Government-Wide Exclusion:**Types of Excluded Suppliers:**

- Contract-by-Contract Exclusions: Individuals and Corporations.
- Trading Prohibitions: Limited to Individuals.

Scope of Exclusion:**Extension to Other Agencies and Organizations:**

- Contract-by-contract exclusions do **not** prohibit the supplier from contracting with other government agencies.

However, the same facts could constitute an exclusion ground in every subsequent tender process.

- Trading prohibitions prohibit an affected individual from conducting any business activities, including contracting with any government agency.
- Contract-by-contract exclusions do **not** extend to subnational governments.
- No known countries or international organizations that automatically recognize and apply exclusions from Sweden.

Effect on Ongoing Contracts:

- Contract-by-contract exclusions do **not** affect ongoing contracts.
- A trading prohibition requires the individual to cease his or her economic activities, including any ongoing contracts.

Effect on Subcontracting: Excluded suppliers **cannot** serve as subcontractors.

Effect on Excluded Individuals:

- Individuals subject to a trading prohibition **cannot** be a board member, work as an executive officer, or own more than 50 percent of a company (Sec. 11 of Act on Trading Prohibitions).
- Contracting authorities must exclude a supplier from a procurement process if (i) a member of its administrative, management, or control body; or (ii) a person authorized to represent, decide on, or control the supplier was convicted of an offense listed in Section 1 of Ch. 13 of the Act on Public Procurement.

Effect on Affiliates: Not addressed.

Duration of Exclusions:

Duration Specified in Legal Framework:

- Trading prohibitions can last from 3 to 10 years (Sec. 10 of Act on Trading Prohibitions).

Duration Depends on Applicable Exclusion Ground? Yes.

- The seriousness of the infringement and the protection of general interests are factors affecting the length of the trading prohibition.

Discretion to Deviate?

- No. The court does not have discretion to deviate outside the 3-year minimum or 10-year maximum specified in the Act on Trading Prohibitions, unless a temporary prohibition on trade has been already issued.

Exceptions/Waivers to Exclusions:

- Contract-by-Contract Exclusions: Yes. A contracting authority may refrain from excluding a supplier from a procurement process if justified by compelling reasons of public interest (Sec. 6 of Ch. 13 of Act on Public Procurement).
- Trading Prohibitions: Yes. An individual subject to a trading prohibition may be granted an exemption if justified by the specific circumstances and the exemption would not be contrary to the prohibition's purpose (Secs. 35-36 of Act on Trading Prohibitions).

Other Sanctions:

- None.

V. Government-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes.

- There is a register of trading prohibitions maintained by the [Swedish Companies Registration Office](#). While the register is not publicly accessible, the Registration Office handles inquiries regarding individuals and will issue a certificate stating whether the queried individual is under a trading prohibition. The certificate also provides information on the underlying court decision.

Procurement Checks:

- No. Procuring entities are not required to check a list of excluded suppliers before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: Figures unknown.

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms: None.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No.

Contract-By-Contract (e.g., Single-Tender) Exclusion? Yes. See above.

Subnational Exclusions: None.



EXCLUSION SYSTEM SUMMARY

UNITED KINGDOM

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusion decisions are made within the procurement process by individual contracting authority, and according to the criteria set out in the Procurement Act 2023. Exclusion can be escalated to have a government-wide debarment effect.

Governing Policy:

- [Sections 26 to 30](#) and [57–66](#), and Schedules [6](#) and [7](#) of the [Procurement Act 2023](#) taken together cover the exclusion of suppliers by contracting authorities at the level of an individual procurement and the placing of suppliers on a centralized debarment list on a nationwide level.

Primary Legal Foundation:

- Criminal law and administrative/ regulatory law.

Decision-Maker:

- Exclusion: an individual contracting authority will decide for each of its procurements whether a supplier seeking to participate must or may be excluded from that procurement because of the exclusion grounds specified in the Procurement Act 2023.
- Debarment: Ministers of the Crown may add suppliers to a centralized "debarment list," following notification by a contracting authority and a subsequent investigation.
- For a specified amount of time, suppliers listed as 'excluded' will be unable to win public contracts, and suppliers listed as 'excludable' may be excluded by a contracting authority from participating in a procurement. Both excluded and excludable suppliers may apply to the Minister for removal from the list if (for example) there has been a material change of circumstances.

Independence:

- The decision-maker need not be functionally independent from procurement officials nor the procurement process.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative and civil.

Decision Deadline: No stated deadline for decision-maker to make a final determination.

Provisional Exclusions: None.

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- Decision-maker can decide at the level of an individual procurement whether a supplier is excluded or excludable, with no need for a referral from another party.
 - If a contracting authority disregards a tender from an excludable or excluded supplier, that authority must refer that exclusion to a Minister of the Crown. The Minister will decide whether to investigate the supplier, for the purpose of adding them to the debarment list.
- A Minister can also decide on their own initiative to investigate whether a supplier is excluded or excludable (i.e., without first receiving a referral from another party).
- Nongovernment parties can submit complaints and evidence to the decision-maker.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice of Proceedings:

- Contractors receive notice of proceedings when:
 - An investigation into the underlying grounds is commenced.
 - The decision-maker decides that grounds exist ([Section 62\(5\)](#) of the Procurement Act 2023).
- Notice of proceedings must contain the grounds for exclusion.
 - The initial notification must contain:
- The relevant exclusion grounds in respect of which the investigation is being conducted, and
- how and when the supplier may make representations to the appropriate authority.
 - Additional subsequent notification must detail the Minister's decision to enter the supplier's name on the debarment list and explain the supplier's rights to seek relief or appeal the decision.
 - Other information related to notice may be specified in additional regulations promulgated under section 95 of the Procurement Act 2023.
 - Decision-maker must make reasoning available to the contractor and the public.
- Where a Minister of the Crown has carried out, or considered the findings of, an investigation, they must prepare a report of their findings, provide a copy of the report to the supplier, and publish the report (with exceptions for safeguarding national security and sensitive commercial information) ([Section 61\(3–6\)](#) of the Procurement Act 2023).

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may make representations and provide evidence to the decision-maker.
 - There is a duty on the contracting authority to give the supplier a “reasonable opportunity” to make representations and provide evidence as to whether exclusion grounds apply and whether the circumstance giving rise to any application are likely to occur again ([Sections 30\(3\)](#), [58\(1-2\)](#), and [60\(3\)](#) of the Procurement Act 2023).

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative and Judicial.

- Once an investigation concludes that a supplier should be added to the debarment list, suppliers have a right to apply to court to suspend the decision and subsequently appeal the decision ([Sections 63](#) and [65](#) of the Procurement Act 2023).
- Suppliers also have the right to apply to a Minister for their entry on the debarment list to be removed or revised ([Section 64](#) of the Procurement Act 2023).

Duration of Appeal Process: The average length of a Section 65 appeal is not yet determined. However, one of the key aims of the Procurement Act 2023 is to make the UK's procurement regime more efficient.

Legal Representation:

- A contractor may be represented by counsel.

Subsequent Modification of Exclusion Decision: Yes.

- A contractor is entitled to an opportunity to seek a modification or early determination of exclusion after it goes into effect.
 - Modification and early termination/removal can be sought in relation to the supplier's entry on the debarment list, either by way of an application to the Minister or by way of a judicial process ([Sections 63, 64, and 65](#) of the Procurement Act 2023).

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes. A contractor may face an automatic exclusion (i.e., an exclusion that is mandatorily imposed) following a decision or finding by a competent civil, criminal, or administrative authority that the contractor engaged in:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud or Bribery;
- Collusion and/or Infringing Competition;
- Obstruction of an Investigation;
- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;
- Labor-Related Offenses;
- Offenses ancillary to any of the mandatory ground offenses;
- Terrorist Offenses or Offenses Linked to Terrorism;
- Threat to national security in relation to contracts of a particular description;
- The list above is not exhaustive. The mandatory exclusion grounds are set out in [Schedule 6](#) of the Procurement Act 2023.

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion (an exclusion that may, but need not, be imposed at the discretion of the decision-maker) when one or more grounds for exclusion provided for in the legal framework have been established:

- Insolvency or Bankruptcy;
- Labor market or environment misconduct;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;
- Professional conduct which brings into question supplier's integrity;
- Potential competition law infringements;
- Acting improperly in procurement;
- Threat to national security
- The list above is not exhaustive. The discretionary exclusion grounds are set out in [Schedule 7](#) of the Procurement Act 2023.

Compliance as Defense or Mitigating Factor:

- A compliance system is one of the factors that the contracting authority can consider when deciding whether an exclusion should apply to a supplier (Sections 57(1)(a), 57(2)(a), and 58(1) of the Procurement Act 2023).
 - ([Section 58\(1\)](#)): In considering, for the purposes of section [57\(1\)\(a\)](#) or [\(2\)\(a\)](#), whether the circumstances

giving rise to the application of an exclusion ground are continuing or likely to occur again, a contracting authority may have regard to the following matters:

- a) evidence that the supplier, associated person or connected person has taken the circumstances seriously, for example by paying compensation;
- b) steps that the supplier, associated person or connected person has taken to prevent the circumstances continuing or occurring again, for example by changing staff or management, or putting procedures and training in place;
- c) commitments that such steps will be taken, or to provide information or access to allow verification or monitoring of such steps;
- d) the time that has elapsed since the circumstances last occurred;
- e) any other evidence, explanation, or factor that the authority considers appropriate.

Exclusion Based on Bankruptcy and Cross-Debarment: Discretionary & Yes.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions can prohibit the contractor from obtaining a contract with any federal agency, if escalated to a debarment.
 - If the supplier is added to the debarment list, a contracting authority must exclude any supplier that is excluded on the debarment register and may exclude anyone who is listed on the register as excludable ([Sections 57\(1\)\(b\)](#) and [57\(2\)\(b\)](#) of the Procurement Act 2023).
- Exclusions do not automatically extend to subnational governments.
 - It is up to each 'contracting authority' (which includes both central government and sub-central authorities) to determine whether a supplier should be excluded if it meets one of the discretionary exclusion grounds.
 - However, if a supplier is on the debarment list as 'excluded' (i.e. it meets one of the mandatory exclusion grounds), then the supplier is automatically excluded from participating in public procurements at all levels.
- A decision by a regulator, court, or other authority outside of the UK that penalizes conduct which would, too, be found improper in the UK gives rise to an exclusion (Schedule 6, sec. 42; Schedule 7. secs. 2-4, 7-10).

Effect on Ongoing Contracts: Ongoing contracts are not automatically cancelled but may be done so by the contracting authority.

- It is an implied term of every 'public contract' that the contracting authority can terminate the contract if the supplier becomes an excluded or excludable supplier. ([Section 78](#) of the Procurement Act 2023)

Effect on Excluded Contractor: Excluded suppliers cannot serve as a subcontractor.

- If a supplier's intended subcontractor is on the debarment list as excluded or excludable then the contracting authority must treat the supplier seeking to participate in a procurement as excluded or excludable ([Sections 28\(3-4\)](#) of the Procurement Act 2023). This may have the effect of excluding both the prime contractor and the subcontractor, although the supplier must be given an opportunity to find an alternative (i.e. not excluded or excludable) sub-contractor.

Tailoring Exclusion: Yes, exclusion may be limited to certain types of contracts, if the decision-maker so decides.

- A supplier can be excluded from certain contracts on the grounds of national security. That mandatory exclusion applies to contracts of a "particular description" (e.g., the goods, works, or services being supplied, the location of the supply or the contracting authority concerned, etc.). (Paragraph 35 of [Schedule 6](#) of the Procurement Act 2023) A bidder excluded for national security reasons may yet be able to bid on contracts that do not implicate national security concerns.

Individual Exclusion:

- Individuals and corporations are each equally subject to possible exclusion or debarment.
- The exclusion provisions do not distinguish between individuals and corporations.

Effect on Affiliates:**Corporate Affiliates:**

- Exclusion may apply to affiliated companies (controlling, controlled, under common control, joint tenderer) (Section 22(8)).
 - The exclusion may extend to an affiliated company if that company was also engaged in tendering to public authorities. Not all discretionary grounds apply to affiliated companies.
- Affiliated companies may have the opportunity to contest the action.
- Exclusion may extend to companies controlled by the excluded individual.
 - The exclusion applies to companies in relation to which the companies are “connected persons” as defined in paragraph 45 of [Schedule 6](#) of the Procurement Act 2023.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor does not extend to affiliated individuals who own or control the contractor and executive officers.

Duration of Exclusions:

Duration Specified in Legal Framework: Between 1 and 5 years.

Duration Depends on Applicable Exclusion Ground? Somewhat.

- The Procurement Act of 2023 does not specify the duration of an exclusion as such. Instead, it sets out the time periods which determine when relevant events can be considered as having begun for the purposes of tolling the exclusion duration.
- When a contracting authority is determining whether a mandatory exclusion ground applies to a supplier, the authority must ignore any event which occurred before the 5-year period ending with the date on which that determination is made. Ergo, a mandatory exclusion runs for five years.
- The equivalent rule for the discretionary grounds is that the authority must ignore any event
 - i) that the authority was aware of before either a three-year period or a five-year period (depending on the ground) ending on the date on which the determination is made, or
 - ii) that a reasonably well-informed decision-maker in their position would have been aware of before that period.
- See Paragraph 44 of [Schedule 6](#) and 15 of [Schedule 7](#) of the Procurement Act 2023.

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions:

- Yes, a contract may still be awarded to an excluded supplier if it considers that there is an overriding public interest in awarding the contract to that supplier ([Section 41\(2\)](#) of the Procurement Act 2023).
- Overriding public interest is defined in [Section 41\(5\)](#) of the Procurement Act 2023 (e.g., if necessary to ensure the proper functioning of a sector on which the defense, security, or economic stability of the United Kingdom relies).

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, and it is publicly available.

- [UK Debarment List](#)
- Note, the debarment regime went live on February 24, 2025, which granted the powers to investigate. Consequently, until such time as a ministerial decision is taken to add a supplier to the debarment list, following investigation, the list will remain blank.
- If an investigation concludes that a supplier should be added to the debarment list, the list will include (see Section 62(4) of the Procurement Act 2023):
 - name of the supplier,
 - the exclusion ground,
 - whether the exclusion ground is mandatory or discretionary,
 - the date on which the Minister expects the exclusion ground to cease to apply,
 - and in the case of an entry made based on a threat to national security -- a description of the contracts in relation to which the supplier is an excluded supplier.
- No such obligation exists in relation to exclusion decisions made by the contracting authorities.

Procurement Checks: Yes, procuring entities must check a list of excluded suppliers before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: Figures unknown.

Regular Reporting: Yes, and the reports are publicly available unless one of the exceptions set out in [Section 61\(6\)](#) of the Procurement Act 2023 apply.

Other Transparency Mechanisms: A member of the public could submit a written request to the relevant public body or authority for recorded information to be disclosed under the Freedom of Information Act, although certain exemptions (e.g. sensitive information) may apply to prevent disclosure.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? Yes.

- Only in the case of a supplier excluded by virtue of being a threat to national security ([Section 57\(3\)](#) of the Procurement Act 2023). That mandatory exclusion can apply to contracts of a particular description (e.g., the goods, works or services being supplied) and the location of the supply or the contracting authority concerned (Paragraph 35, [Schedule 6](#) of the Procurement Act 2023).

Contract-By-Contract (e.g., Single-Tender) Exclusion? Yes.

- Only in the case of a supplier excluded by virtue of being a threat to national security ([Section 57\(3\)](#) of the Procurement Act 2023). That mandatory exclusion can apply to contracts of a particular description (e.g., the goods, works or services being supplied) and the location of the supply or the contracting authority concerned (Paragraph 35, [Schedule 6](#) of the Procurement Act 2023).

Subnational Exclusions:

- Exclusion mechanisms exist at the provincial, municipal, and local levels.
- Exclusion decisions of one subnational body do not extend to other subnational bodies.

VII. Remedies:

Criminal Referrals

- Criminal referrals are not specifically contemplated under the Procurement Act 2023. However, it is possible that there may be a criminal referral or information sharing with the competent authorities. That mechanism would not be specific to public procurement.
- If an authority did decide to make a referral or share information, then the criminal enforcement authority's response would depend on all the circumstances.

Monetary Remedies

- The exclusion legal framework does not provide any monetary remedies that may be ordered by the decision-maker.

Other Non-Exclusion Remedies:

- There is an implied termination right if a supplier becomes excluded or excludable ([Section 78](#) of the Procurement Act 2023). One of the discretionary grounds on which a supplier becomes excludable is poor performance of the contract (Paragraph 12, [Schedule 7](#) of the Procurement Act 2023).



LATIN AMERICA

This section covers seven Latin American jurisdictions:

- [BRAZIL](#)
- [COLOMBIA](#)
- [COSTA RICA](#)
- [EL SALVADOR](#)
- [GUATEMALA](#)
- [HONDURAS](#)
- [NICARAGUA](#)

While substantive grounds for exclusion converge around corruption, fraud, collusion, and procurement integrity violations, institutional frameworks in the region diverge considerably in structure and implementation.

Readers will notice a variation in structure and decision-making authority. Most jurisdictions impose exclusions outside procurement through administrative or judicial procedures, while others integrate exclusions within procurement frameworks. Authority ranges from centralized bodies to distributed systems involving judicial, administrative, and agency-level entities. For instance, in Brazil, authority is distributed among judicial, administrative, and agency-level bodies depending on the applicable law. Honduras operates differently, determining exclusions within individual procurement proceedings through contracting officers.

Another distinction concerns the substantive grounds and the discretion given to the decision-maker for imposing exclusions. Some jurisdictions such as Guatemala mandate automatic exclusions upon certain findings. For others, including Brazil, the assessment of the substantive grounds of exclusion is left at the discretion of the decision-maker. As for the scope of these exclusions, it also differs. While most jurisdictions apply exclusions jurisdiction-wide, some systems allow for contract-specific or authority-specific application.

Procedurally, jurisdictions provide notice, the right to be heard, and appellate review. Transparency mechanisms are also widely implemented but vary in form. Brazil, Costa Rica, El Salvador, Guatemala, and Nicaragua maintain publicly accessible exclusion lists. Colombia and Honduras verify supplier eligibility through registries or certificates rather than public lists. Most jurisdictions require procurement entities to verify supplier eligibility during tender processes. It should be noted that the Survey has so far only covered a subset of the exclusion systems of the region. The Working Group intends to expand coverage and engagement in future editions to gain a more comprehensive understanding of exclusion and procurement frameworks across Latin America.

EXCLUSION SYSTEM SUMMARY

BRAZIL

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusion decisions are generally made outside the procurement process and according to national legislation or centralized regulations. Exclusions have government-wide effect.

Governing Policy:

- Article 12 of Federal Law No. 8,429 of 1992 (as amended by Federal Law No. 14,230 of 2021) - Administrative Improbability Law ([PT](#));
- Article 46 of Federal Law No. 8,443 of 1992 - Organic Law of the Government Accountability Office ([PT](#));
- Articles 10, 22, item III, and 72, item XI, paragraph 8, item V, of Federal Law No. 9,605 of 1998 - Sanctions related to environmental crimes and environmental administrative infractions ([PT](#));
- Articles 78-A, 78-I, and 78-J of Federal Law No. 10,233 of 2001 - Transportation Law ([PT](#));
- Article 66, item IV, of Federal Law No. 11,904 of 2009 - Establishes the Museum Statute ([PT](#));
- Article 38, item II, of Federal Law No. 12,529 of 2011 - Competition Law ([PT](#));
- Article 33, items IV and V, of Federal Law No. 12,527 of 2011 - Access to Information Law ([PT](#));
- Article 73, items II and III, of Federal Law No. 13,019 of 2014 - Regulates partnerships between civil society organizations and the Public Administration ([PT](#));
- Articles 38, items II and III, 83, item III, and 84 of Federal Law No. 13,303 of 2016 - State-owned Company Law ([PT](#));
- Article 156, items III and IV, of Federal Law No. 14,133 of 2021 - New Public Procurement Law ([PT](#)); and
- Article 19, Sole Paragraph and Article 58 of Federal Decree No. 11,129 of 2022 ([PT](#)).

Primary Legal Foundation:

- Primarily administrative/regulatory law. But also, criminal law, civil/tort law.

Decision-Maker:

- The decision-maker is both centralized and at agency level, and can be the judicial authority; it is not functionally independent.
- The decision-maker is decided based on the law being considered:
 - Violations of Law No. 8,429 of 1992 ([PT](#)) (Improbability Law) are litigated by the Public Prosecutor's Office or the Government Attorney's Office before the Judicial Authority.
 - Fraud in bidding or government contracts are decided by the Government Accountability Office (a centralized entity) pursuant to Law No. 8,443 of 1992 ([PT](#)) (Organic Law of the Government Accountability Office).
 - For violations of Laws No. 14,133 of 2021 ([PT](#)), No. 13,019 of 2014 ([PT](#)), No. 12,527 of 2011 ([PT](#)), Law No. 11,904 of 2008 ([PT](#)), or Law No. 13,303 of 2016 ([PT](#)), each agency or entity, as applicable, may decide to impose the exclusion sanctions provided by such laws after an administrative proceeding.

- Violations of the economic order as prescribed by the Antitrust Law No. 12,529 of 2011 (PT), the Administrative Tribunal of Economic Defense (a centralized entity for such matters), may decide, if there is an administrative proceeding discussing such offenses, to impose exclusion sanction provided by such law.
 - For offenses against the environment as prescribed by Law No. 9,605 of 1998 (PT), the Public Prosecutor's Office may file a criminal lawsuit based on such law and then a Judicial Authority will decide to impose or not the exclusion sanctions provided by this law. At the administrative level, the same law prescribes that the authorities responsible for issuing notices of environmental infraction and initiating administrative proceedings that could also result in exclusion sanctions are the employees of environmental agencies.
 - Violations of Law No. 10,233 of 2001 (PT) or noncompliance with concession agreements based on such law, are decided by the National Authority for Terrestrial Transport, or the National Waterway Transportation Agency (both centralized entities according to their competences), as applicable.
 - Violations of the Anti-Corruption Law No. 12,846 of 2013 (PT), the Office of the Comptroller General (CGU) and other competent authorities may establish an administrative proceeding based on such law. Although the Anti-corruption Law itself does not regulate exclusion sanctions, it prescribes that such law does not preclude the application of other sanctions prescribed by the Improbability Law and the Public Procurement Law.
- Multiple decision-makers may have jurisdiction over the same offense(s).

Independence:

- Not functionally independent from senior procurement officials.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:**General Provisions:**

Type of Procedures: Criminal, administrative, and civil.

- Exclusions are mostly processed at the administrative level.
- Usually, at the federal level, the administrative proceedings that could result in exclusion sanctions must follow Federal Law No. 9,784 of 1999 and procedural specific regulations of the agencies themselves.
- Civil lawsuits are generally governed by Law No. 13,105 of 2015 (Code of Civil Procedure) and specific procedural regulations established by applicable legislation (for example, Law No. 8,429 of 1992 sets forth specific procedural requirements for improbity actions).
- Federal Law No. 9,605 of 1998 deals with environmental crimes, and the exclusion sanctions provided by this specific law may be subject to criminal and/or administrative procedures filed by the Public Prosecutor's Office.

Decision Deadline: The decision-maker must make a final determination within a certain period of time, depending on the applicable law and the type of procedure.

Provisional Exclusions: In civil lawsuits aiming at imposing exclusions, the Public Prosecutor's Office may request a temporary injunction, subject to a review of the merits. It is not possible, however, to request a provisional exclusion in temporary injunctions, since any exclusion under Brazilian law is considered a sanction/penalty, which can only be effective after final decisions (as in Article 12, paragraph 9, of Law 8,429 of 1992 - Administrative Improbability Law). There is no provisional debarment pending the completion of an investigation or legal proceeding in Brazil.

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- The decision-makers can initiate an exclusion proceeding without a prior referral.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice of Proceedings:

- Contractors receive notice of proceedings when:

- An investigation into the underlying grounds is commenced.
- The decision-maker decides that grounds exist.
- The exclusion becomes effective.
- A formal proceeding is initiated (after the investigative phase).
- Notice of proceedings must contain the grounds for exclusion.
- The decision-maker must make reasoning available to the contractor; certain decisions may be publicly available.

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker upon receiving notice of the existence of the administrative or civil lawsuit and may:
 - Obtain the evidentiary record.
 - Make a written submission to the decision-maker.
 - Request an in-person hearing with the decision-maker.
 - Call witnesses to an in-person hearing to testify on the contractor's behalf.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative and Judicial.

- When the exclusion sanction is imposed through an administrative proceeding, it is possible to file an administrative appeal or appeals to higher authorities.
- When the exclusion sanction is imposed through a judicial lawsuit, it is possible to file an appeal to the Court of Appeals and/or to the Higher Courts.
- In addition to regular appeals mentioned above, it is very common to challenge the administrative decisions before the courts. In this sense, a subsequent review of administrative decisions throughout a lawsuit aiming to invalidate an exclusion sanction imposed at the administrative level is also possible. The success of a subsequent review in the judicial sphere is common when there were procedural mistakes or due process violations in the administrative proceeding, but it is also possible that the Judicial Authority decides to review or reduce the penalty based on principles of proportionality, reasonableness etc.

Duration of Appeal Process: Generally, greater than two years. However, the duration may vary depending on the place of the proceedings.

Legal Representation:

- A contractor **may** be represented by counsel in administrative proceedings and must always be represented by counsel in judicial lawsuits.

Subsequent Modification of Exclusion Decision: Yes.

- A contractor is entitled to seek a modification or early termination of exclusion at any opportunity after it goes into effect.
- If the exclusion was imposed by an administrative authority, the contractor may file a lawsuit aiming to invalidate and/or review the exclusion sanction. The contractor could request an injunction in such a lawsuit to request that the administrative sanction be stayed until the lawsuit is ended. Even at the administrative level it would be possible to seek a modification or early termination after the exclusion goes into effect whenever new facts arise that demonstrate the inadequacy of the imposed sanction (see Article 65 of Law 9,784 of 1999).
- As per Article 163 of the Government Procurement Law (Law No. 14,133 of 2021), it is also possible to ask for rehabilitation after one year since the company pays all the monetary remedies (restitution; fines) and comply with the rehabilitation conditions defined in the punitive act, which can include for example implementation or improvement of the compliance program.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: No.

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion, an exclusion that may, but need not, be imposed at the discretion of the decision-maker, when one or more grounds for exclusion provided for in the legal framework have been established:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud;
- Collusion and/or Infringing Competition;
- Coercion or Intimidation;
- Obstruction of an Investigation;
- Theft or Embezzlement;
- Tax-Related Offenses;
- Labor-Related Offenses;
- Social Harms;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;
- Other: Article 155, X of Federal Law No. 14,133 of 2021 and Article 84, III of Federal Law No. 13,303 of 2016 set forth that “behaving in a manner that lacks trustworthiness” (“*comportar-se de modo inidôneo*” in Portuguese) and that “demonstrates a lack of trustworthiness as a result of unlawful acts committed in the past” are grounds for exclusion. Thus, other conducts not set forth above may also constitute grounds for exclusion under the “*modo inidôneo*” standard. For instance, money laundering, while not specifically enumerated in Brazilian law as grounds for exclusion, is typically considered conduct that demonstrates a lack of trustworthiness warranting exclusion. Also, see Section I above.

Defenses: Decision-maker may decide not to exclude the supplier when there are:

- Remedial measures;
- Settlement/agreement;
- Government interest;
- Other sanction;
- Compliance system; or
- Based on principles of proportionality and reasonableness, etc.

Compliance as Defense or Mitigating Factor:

- When the contractor establishes that it has adopted, implemented, and/or enhanced an integrity compliance program, the satisfactory compliance program may be:
 - A complete defense that absolves a contractor who otherwise should be excluded or punished under the exclusion system; or,
 - A mitigating factor that may entitle the contractor to more favorable conditions of exclusion, including a reduced exclusionary period.

Note: Implementing a compliance program or presenting evidence of an existing compliance program may be requested by public entities as a requirement for the tender of contracts involving substantial amounts (Article 25, paragraph 4 of Federal Law No. 14,133 of 2021, in addition to other specific state and municipal laws).

- When the contractor intends to establish that it has adopted, implemented, and/or enhanced an integrity compliance program, the decision-maker may consider the following:

- Certification from independent organizations or authorities;
- Certification by monitor or equivalent appointed by the authorities administering the relevant exclusion system;
- Opinions by counsel or auditor retained by the contractor;
- Evidence from the contractor, such as rules and procedures, internal training materials and records, etc.

Exclusion Based on Bankruptcy and Cross-Debarment: No & No.

Note: Contractors must have financial good standing to participate in biddings and to perform government contracts. That said, bankruptcy or insolvency may cause the disqualification of the bidder or the termination of the contract, but this is not expressly a cause for exclusion.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions may prohibit the contractor from obtaining a contract with any federal agency depending on the grounds for the exclusion and/or the applicable legislation.
- Exclusions do not automatically extend to subnational governments. It depends on the applicable law.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are **not** automatically cancelled. However, there are precedents authorizing each contracting agency to terminate such contracts on a case-by-case basis if the contracting agency understands that the contractor has lost its capacity or its integrity to perform the ongoing contracts, as long as the termination is not detrimental to the public interest. This possibility should be processed individually in an autonomous administrative proceeding and respect the due process of law.

Effect on Excluded Contractor:

- Courts have found that an excluded contractor may not serve as a subcontractor.
- Exclusion may extend to companies controlled by the excluded individual.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Individuals and corporations.
- Grounds to exclude individuals: direct personal participation.
- Effect on Individuals – If an individual is excluded, the individual may be employed by a contractor in any case by a contracting entity that is currently executing contracts for the government. However, if the corporate supplier falls within the scope of the Law on Corporations, excluded individuals must not be employed as corporate directors of the corporation (Article 11 of Federal Law No. 6,385 of 1976).
- Individual liability – A company may enter into a better settlement with less onerous terms if it disciplines responsible individuals.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion may apply to affiliated companies (controlling, controlled, under common control).
- Affiliated companies must have the opportunity to contest the action.
- Exclusion may extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor may extend to individuals who own or control the contractor and executive officers.
- Affiliated individuals must have the opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework: Longer than 5 years.

- The duration will depend on the applicable law. For instance, exclusions based on the Improbability Law can range from 4 to 14 years while exclusions based on the Government Procurement Law are limited to 6 years. Other laws prescribe other defined duration periods.

Duration Depends on Applicable Exclusion Ground? Yes.

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework. The decision-maker has limited discretion to decide whether to apply the exclusion sanction, but in case the decision-maker does decide to apply the sanction, the duration of such sanction must respect the range prescribed by the applicable law.

Exceptions/Waivers to Exclusions:

- No, there is no legal mechanism whereby a contract might still be awarded to an excluded supplier during the period of exclusion. This is the general rule. However, during the COVID-19 pandemic, pursuant to Article 4, paragraph 3 of Federal Law No. 13,979 of 2020, a contract could still be awarded to an excluded supplier.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, and it is publicly available.

- The list is available at government's [Transparency Portal](#).

The list provides limited information. For detailed information on each case, it is possible to request copies of the case records or further information directly before each sanctioning body (i.e., decision-maker) on a case-by-case basis. The general rule is that these proceedings are public, but sometimes this access cannot be granted when there is a need to be sealed.

- The exclusion list mentions the following information: (i) name of the company and its National Register of Legal Entity Number; (ii) initial date of the exclusion; (iii) end date of the exclusion; (iv) sanctioning body (decision-maker entity); (v) scope/coverage of the exclusion entity (e.g., if national or limited to certain entities/jurisdictions); (v) number of the proceeding that resulted in the exclusion sanction; (vi) summary of legal grounds, among others.

Disclosure of Settlements: If a contractor settles the exclusion case against it, only the fact that a settlement has been reached (and any exclusion imposed as a result) may be made public ([here](#)).

Procurement Checks: Yes, procuring entities must check a list of excluded suppliers before awarding a contract, as per Article 91, paragraph 4, of the Government Procurement Law (Law No. 14,133 of 2021).

Reporting on Exclusions:

Number of Exclusions: Figures are known through other means.

- In 2023, 2,161 exclusion sanctions were imposed (see exclusion list available [here](#)).
- The same portal mentions that the total of exclusion sanctions currently in force in Brazil is 19,076 relating to 14,880 excluded companies.

Regular Reporting: Yes, and the reports are publicly available. *See above*.

Other Transparency Mechanisms: Other mechanisms are available at subnational or entity levels, but these sources are generally more limited than the National Register of Excluded Companies administered by the Office of the Comptroller General (CGU).

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? Yes.

Contract-By-Contract (e.g., Single-Tender) Exclusion? No. However, a bidder or contractor can be disqualified on a contract-by-contract basis if there is a violation of the tender or contract requirements.

Subnational Exclusions:

- Exclusion mechanisms exist at the provincial/state and municipal/local levels.
- Exclusion decisions of one subnational body may be recognized by all other provinces, states, and municipal levels. Exclusions based on Article 156, item III, paragraph 4, of Law No. 14,133 of 2021, do not extend to any other provinces/states/municipal levels, while exclusions based on article 156, item IV, paragraph 5, of Law No. 14,133 of 2021 do.

VII. Remedies:

Criminal Referrals

- The decision-makers may send a criminal referral or share information with criminal enforcement authorities. Such a referral is not automatic. The decision-maker, when analyzing an exclusion proceeding, may decide to submit information and documents to the Criminal Public Prosecutor's Office if there is evidence of criminal actions. It is also possible for the Criminal Public Prosecutor's Office to request such documents and information for further investigation in the criminal sphere, if necessary.
- A criminal enforcement authority that receives such a referral must initiate an investigation.

Monetary Remedies

- The exclusion legal framework provides for monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct.
- Possible monetary remedy amounts that can be imposed on the respondent:
 - Restitution: amount limited to actual money wrongfully received.
 - Compensatory: amount limited to actual damages suffered.
 - Punitive/fine: the decision-maker may set an amount as a monetary remedy.
- Enforcement mechanism(s) for monetary remedy include enforcement procedures available under civil or administrative law.
- Usually, monetary remedies are destined in favor of the legal entity harmed by unlawful acts. (In this sense, see, e.g., Article 18 of the Improbability Law (Law No. 8,429 of 1992). However, monetary remedies may be used for purposes decided upon by the decision-maker imposing the remedy.

Other Non-Exclusion Remedies:

- Article 12 of Federal Law No. 8,429 of 1992 (as amended by Federal Law No. 14,230 of 2021), provides several types of sanctions to protect the Public Administration against misconduct, such as: (i) warnings; (ii) monetary remedies (i.e., restitution, compensation, punitive fines); (iii) termination of contracts; (iv) prohibition to receive tax benefits or incentives; (v) suspension of political rights for a certain period (for individuals); (vi) loss of public employment (for individuals); among others.

EXCLUSION SYSTEM SUMMARY

COLOMBIA

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusions may be imposed during or outside the procurement process, based on national legislation. Exclusions may have a jurisdiction-wide effect.

Governing Policy: The governing policies include:

- Law 80 of 1993 ([SPA](#));
- Law 1150 of 2007 ([SPA](#));
- Law 1474 of 2011 (Anti-Bribery and Corruption Statute) ([SPA](#));
- Law 1778 of 2016 ([SPA](#));
- Law 1882 of 2018 ([SPA](#));
- Law 1955 of 2019 ([SPA](#));
- Law 599 of 2000 (Criminal Code) ([SPA](#));
- Law 2195 of 2022 ([SPA](#)).

Primary Legal Foundation:

- Criminal Law and Administrative/Regulatory Law.

Decision-Maker:

- The decision-maker is centralized/judiciary.

Independence:

- For exclusion cases based on corruption, the decisionmakers are criminal judges when the defendant is an individual, and the Superintendency of Companies when the defendant is an entity. Such decision-makers are functionally independent of the procurement process.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Criminal and Administrative.

Decision Deadline: Decision-maker must make a final determination within the time periods established in Title III, Chapter III, of the Administrative Procedure and Administrative Litigation Code (CPACA) which regulates the general administrative sanctioning procedure (which applies in most cases) (see Law 1437 of 2011 ([SPA](#))). Throughout this chapter, deadlines are established for the submission of defenses, the evidentiary period, and the issuance of the

administrative act. Generally, these deadlines are adhered to in proceedings. Specific provisions exist for criminal proceedings involving individuals (see Law 906 of 2004 ([SPA](#))).

Provisional Exclusions: None.

Commencement of Proceedings:

- The decision-maker can initiate an exclusion proceeding without a prior referral.
- Nongovernment parties can submit complaints and/or evidence to a decision-maker.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice of Proceedings:

- Contractors receive notice of proceedings when an investigation is commenced.
- Notice of proceedings must contain the grounds for exclusion. Specifically, in administrative matters, Article 47 of the CPACA provides that “[w]hen, as a result of preliminary investigations, the authority establishes that there are merits to proceed with a sanctioning procedure, it shall communicate this to the interested party. Upon completion of the preliminary investigations, if applicable, it shall formulate charges through an administrative act that shall indicate, with precision and clarity, the facts that give rise to it, the natural or legal persons subject to the investigation, the provisions allegedly violated, and the sanctions or measures that would be appropriate. This administrative act must be personally notified to the respondents under investigation. No recourse is available against this decision.”
- The decision-maker must make available to the contractor (not to the public). However, on certain occasions, reasoning may be revealed to the public. In particular, the sanctions imposed by the superintendencies are public and are published by the entity on its website. Fines imposed by entities in connection with state contracts are not public per se as far as they are not published by the entity specifically, but they must be uploaded to SECOP (Electronic Public Procurement System).

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Obtain the evidentiary record.
 - Make a written submission to the decision-maker.
 - Request an in-person hearing with the decision-maker.
 - Call witnesses to an in-person hearing to testify on the contractor’s behalf.
- Generally, and pursuant to Article 47 of the CPACA, a 15-business-day period is provided to respond to any administrative charges. However, for public procurement, special legislation governs the process for imposing penalties for contractual breaches (see Law 1474 of 2011, Article 86). Since this statute lacks a defined timeframe, the adjudicating body typically specifies a deadline to submit a response in the administrative statement of charges.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative and Judicial.

Duration of Appeal Process: 1 to 2 years.

Legal Representation: A contractor **may** be represented by counsel.

Subsequent Modification of Exclusion Decision: Yes.

- A contractor is entitled to an opportunity to seek a modification or early termination of exclusion after it goes into effect.

Note: In administrative cases, contractors have the right to file claims for reconsideration, appeal, and/or complaint against administrative acts that impose sanctions or fines. The appeal will depend on whether there is a hierarchical superior. Once the administrative process is concluded, the contractor may file an action for simple nullity, or nullity and restoration of rights. These actions are filed before the administrative litigation jurisdiction (contencioso administrativo). (See Law 1437 of 2011 - the CPACA. Chapter VI (reconsideration and appeal against administrative acts) and Articles 137 (nullity) and 138 (nullity and restoration of rights)).

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: A contractor may face an automatic exclusion (i.e., an exclusion that is mandatorily imposed) following a decision or finding by a competent civil, criminal, or administrative authority that the contractor engaged in:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud;
- Bribery;
- Collusion and/or Infringing Competition;
- Coercion or Intimidation;
- Money Laundering;
- Tax-Related Offenses;
- Terrorist Offenses or Offenses Linked to Terrorism;
- Obstruction of an Investigation;
- Theft or Embezzlement;
- Labor-Related Offenses;
- Social Harms;
- Commercial Regulatory Violations; and/or
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts.

Defenses: Decision-maker may elect not to exclude the supplier when there are:

- Remedial measures;
- Settlement/ agreement;
- Government interest; and/or
- Compliance system.

Compliance as Defense or Mitigating Factor:

- When the contractor establishes that it has adopted, implemented, and/or enhanced an integrity compliance program, a satisfactory compliance program may be a mitigating factor that may entitle the contractor to more favorable conditions of exclusion, including a reduced exclusionary period.
- When the contractor intends to establish that it has adopted, implemented, and/or enhanced an integrity compliance program, the decision-maker may consider evidence from the contractor, such as rules and procedures, internal training materials and records, etc.

Exclusion Based on Bankruptcy and Cross-Debarment: No & Automatic.

- Under Article 8(j) of Law 80 of 1993, individuals who have been judicially declared responsible for any of the criminal conducts contemplated by conventions or treaties against corruption that are signed and ratified by Colombia are disqualified (inhabilidad) from contracting with the State.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions prohibit the contractor from obtaining a contract with any federal agency.
- Exclusions automatically extend to subnational governments.
- Cross-debarment: see above.

Effect on Ongoing Contracts: Ongoing contracts are **not** automatically cancelled, rather, the corresponding contracting entity must issue an administrative act providing for the contract to be assigned to another contractor at the discretion of the contracting entity.

Effect on Excluded Contractor:

- An excluded contractor can serve as a subcontractor.
- Exclusion may extend to companies controlled by the excluded individual.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Individuals and corporations are both subject to potential exclusion.
- Grounds to exclude individuals:
 - Direct personal participation; and
 - Recklessness/negligence in supervision.

Effect on Individuals: If an individual is excluded, the individual may be employed by a contractor in any capacity. Individual liability: Individual liability would not impact the possibility of settlement.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion may apply to affiliated companies (controlling, controlled, under common control).
- Exclusion may also extend to companies controlled by an excluded individual.
- Affiliated companies may have the opportunity to contest the action.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor may extend to individuals who own or control the contractor, executive officers, board directors, managers, non-supervisory employees, and controlling individuals.
- Affiliated individuals may have the opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework: Longer than 5 years.

Duration Depends on Applicable Exclusion Ground? Yes.

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework. It may vary within the limits provided by the law.

Exceptions/Waivers to Exclusions: There is no legal mechanism whereby a contract might still be awarded to an excluded supplier during the period of exclusion.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? No.

Settlement: If a contractor settles the exclusion case against it, only the fact that a settlement has been reached (and any exclusion imposed as a result) will be made public.

Procurement Checks: No. While there is no unified list of excluded suppliers, the procuring entity must check certificates at the Chamber of Commerce (Registro Único de Proponentes (RUP)).

Reporting on Exclusions:

Number of Exclusions: Figures are known through public report(s) issued by the national government.

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms: None.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No.

Contract-By-Contract (e.g., Single-Tender) Exclusion? Yes.

Subnational Exclusions:

- No exclusion mechanisms at the provincial/state and municipal/local levels. In Colombia, disqualifications (*inhabilidades*) from contracting are reserved for national legislation. This means that only the legislative branch of government, at the national level, can establish statutes on this topic. Therefore, there is no possibility of imposing additional disqualifications beyond those indicated by the laws of the republic.

VII. Remedies:

Criminal Referrals

- The decision-maker will share information with criminal enforcement authorities when the conduct also constitutes a crime.
- A criminal enforcement authority that receives such a referral must initiate an investigation.

Monetary Remedies

- The exclusion legal framework allows for monetary remedies – designed to deter misconduct – that may be ordered by the decision-maker of the exclusion.
- Possible monetary remedy amounts that can be imposed on the respondent:
 - Restitution: amount limited to actual money wrongfully received;
 - Compensatory: amount limited to actual damages suffered; and
 - Punitive/fine: the decision-maker may set an amount as a penalty.
- Enforcement mechanism(s) for monetary remedy include:
 - Respondent will not be released from the exclusion unless the amount is paid;
 - Enforcement procedures available under civil or administrative law; and
 - Criminal procedures.
- Monetary remedies may be used as general fiscal revenue.

Other Non-Exclusion Remedies: None.

EXCLUSION SYSTEM SUMMARY

COSTA RICA

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

Exclusion decisions are made both as part of a procurement process and outside the procurement process, in accordance with national legislation. Generally, exclusions may have a jurisdiction-wide effect.

Governing Policy:

- [Reglamento de la Ley General de Contratación Pública No. 9986.](#)
- [Ley General de Contratación Pública \(Law No. 9986\)](#), particularly Articles 118 to 123.

Primary Legal Foundation:

- Administrative/regulatory law.

Decision-Maker:

- The decision-maker is centralized and not functionally independent. Additionally, pursuant to Article 118 of Law No. 9986, exclusion decisions can also be made by the contracting authority.

Independence:

- The decision-maker is not functionally independent from higher-ranked officials responsible for procurement.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: Decision-maker must make a final determination within 20 days after the defendant answers the charges. However, pursuant to Law No. 6727 these deadlines are considered non-peremptory. In other words, they are extendable.

Provisional Exclusions: None. However, the contracting administration may request interim measures from an administrative judge. This remedy falls outside the exclusion framework itself.

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- The decision-maker can initiate an exclusion proceeding without a prior referral.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker.

Notice Requirements & Opportunity to be Heard: Yes & Yes.**Notice of Proceedings:**

- Contractors must receive notice of proceedings when the exclusion proceeding is formally initiated.
- Notice of proceedings must describe the alleged facts and the legal grounds for exclusion. In cases involving monetary damages, the nature, amount, and supporting evidence must be specified.
- Decision-maker must make reasoning available to the contractor and the public ([here](#)).

Opportunity to Be Heard:

- In accordance with Law 9986, contractors are entitled to present a defense to the decision-maker within 10 days after the Administration serves the contractor with notice of the charges. Contractors may:
 - Obtain the evidentiary record.
 - Make a written submission to the decision-maker.
 - Request an in-person hearing with the decision-maker.
 - Call witnesses to an in-person hearing to testify on the contractor's behalf.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative and Judicial.

Duration of Appeal Process: 10 business days when the appeal is filed before the first-level decision-maker, and 15 business days when the appeal is filed before second-level decision-maker. However, pursuant to Law No. 6727, these deadlines are considered non-peremptory. In other words, they are extendable.

Legal Representation:

- A contractor **may** be represented by counsel.

Subsequent Modification of Exclusion Decision: No.

- A contractor is not entitled to any opportunity to seek a modification or early determination of exclusion after it goes into effect.

Settlement: No settlement options are provided for in the law.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: No.

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion, an exclusion that may, but need not, be imposed at the discretion of the decision-maker, when one or more grounds for exclusion provided for in the legal framework have been established. Those grounds are listed in Article 119 of Law No. 9986, and include, *inter alia*,

- Corruption (domestic and public);
- Corruption (domestic and private);
- Fraud;
- Collusion and/or Infringing Competition;
- Commercial Regulatory Violations;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;
- Other such as: Participating in a tender while excluded.

Defenses: The decision-maker may decide not to exclude the supplier if the contractor is subject to a “simple exclusion” but there is evidence that no other offerors in the country can provide the services or goods; in such cases, the contracting authority may enter into a contract with the sanctioned contractor.

Compliance as Defense or Mitigating Factor: N/A.

Exclusion based on Bankruptcy and Cross-Debarment: No & No.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions may prohibit the contractor from obtaining a contract with any federal agency. A “simple” exclusion applies to the contracting authority whereas “qualified” exclusions apply government-wide.
- Exclusions do not extend to subnational governments. See above.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts **will be** cancelled, if a “qualified” exclusion is found.

Effect on Excluded Contractor:

- An excluded contractor cannot serve as a subcontractor.
- Exclusion does not extend to companies controlled by the excluded individual. However, the constitution of a corporation, or requesting an individual to participate in a tender to circumvent the sanction, constitutes a felony (*fraude de ley*).

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Individuals and corporations.
- Grounds to exclude individuals: direct personal participation in one of the grounds listed in Section III above.
- Effect on individuals – If an individual is excluded, they may be employed by a contractor in any capacity.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion does not apply to affiliated companies (controlling, controlled, under common control). However, the exclusion does not terminate upon merger, transformation, or change in the corporate name or business denomination of the sanctioned company or entity, whatever its form of constitution. Additionally, the designation of fraud on the law is maintained when the intent is to circumvent the effects of the exclusion.
- Affiliated companies do not have the opportunity to contest the action unless specifically named as defendants in the exclusion proceedings.
- Exclusion does not extend to companies controlled by the excluded individual. However, the constitution of a corporation or requesting an individual to participate in a tender to circumvent the sanction constitutes a felony (*fraude de ley*).

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor does not extend to individuals who own or control the contractor and executive officers. However, the constitution of a new corporation or requesting an individual to participate in

a tender to circumvent the sanction constitutes a felony (*fraude de ley*).

- Affiliated individuals do not have the opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework: Simple exclusions range from 6 months to 2 years, while qualified exclusions range from 2 years to 10 years.

Duration Depends on Applicable Exclusion Ground? Yes. See above.

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework. However, when imposing the sanction, at least the following criteria are taken into consideration:

- The negative impact of the action or omission on the public service provided by the Administration or on the public interest.
- The repetition of conduct already sanctioned or another sanctionable cause within a period of 2 years from the date the last sanction becomes final.
- The commission of multiple violations within the same procurement process.

Exceptions/Waivers to Exclusions:

- Yes, a contract may still be awarded to an excluded supplier if the exclusion is simple and there is evidence that no other offeror in the country can provide the goods or services. In such cases, the contracting authority may enter into a contract with the contractor.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, and it is publicly available.

- The public list is available at [Sistema Integrado de Compras Publicas \(SICOP\)](#)
- The public list does not provide information on the grounds for each listed exclusion.
- The public list provides details including whether the exclusion is simple or qualified, the contracting authority, the name of the sanctioned party, and the sanction period (start and end dates).

Procurement Checks: Yes, procuring entities must check a list of excluded suppliers before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: Figures are known through public report(s) issued by national government.

- In 2024, 98 sanctions were imposed.

Regular Reporting: Yes, and the reports are publicly available through [SICOP](#). The [Dirección de Contratación Pública](#), a government agency within the Ministry of Finance responsible for overseeing and executing public procurement processes, is responsible for such reporting.

Other Transparency Mechanisms: None.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? Yes.

Contract-By-Contract (e.g., Single-Tender) Exclusion? No.

Subnational Exclusions:

- Exclusion mechanisms do not exist at the provincial/state and municipal/local levels. However, as noted above, simple exclusions apply only to the specific contracting authority, whether national or subnational. Qualified exclusions apply to all levels of government.
- Exclusion decisions of one subnational body do not extend to other subnational bodies.

VII. Remedies:

Criminal Referrals

- The decision-maker will, only in extraordinary circumstances, send a criminal referral or share information with criminal enforcement authorities — that is, in a case where there is sufficient evidence to show that the misconduct also constitutes a criminal offense and the decision-maker feels compelled to inform the prosecutor's office.
- A criminal enforcement authority that receives such a referral is not obligated to do anything with the referral.
- Figures not known.

Monetary Remedies

- The exclusion legal framework does not provide for any monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct.

Other Non-Exclusion Remedies: The government can pursue damages claims against the contractor in a separate judicial action.



EXCLUSION SYSTEM SUMMARY

EL SALVADOR

Note: This summary is based on responses collected in 2021 and does not reflect the provisions or requirements of the new law approved on 25 January 2023.

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusion decisions are made outside the procurement process and according to national legislation or centralized regulations. Exclusions have government-wide effect.

Governing Policy:

- Arts. 25, 158, and 160 of the Law of the Public Administration Procurement/Ley de Adquisiciones y Contrataciones de la Administración Pública (LACAP).
- *Related law and regulation:*
 - Statutory Provisions/Reglamento de LACAP.
 - Administrative Procedures Law/Ley de Procedimientos Administrativos.
 - Law of the Contentious-Administrative Jurisdiction/Ley de la Jurisdicción Contencioso Administrativa.

Primary Legal Foundation:

- Administrative/ regulatory law.

Decision-Maker:

- At agency level and not functionally independent.
- Each public agency may exclude suppliers pursuant to LACAP.

Independence:

- While each public institution maintains a high degree of independence from the central government (the Ministry of Finance), the head of each public institution is the final decision-maker for both procurement and exclusion decisions, irrespective of any delegation of responsibility to subordinate officials.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: Decision-maker must make a final determination within 9 months.

Provisional Exclusions: None.

Commencement of Proceedings: Referral Required.

- Decision-maker cannot initiate an exclusion proceeding without a prior referral.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker.

Note: While LACAP does not explicitly authorize third parties to file complaints or submit evidence, there are also no provisions prohibiting such submissions.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice of Proceedings:

- Contractors receive notice of proceedings when the decision-maker decides that grounds exist.
- Notice of proceedings must contain the grounds for exclusion.
- Decision-maker must make reasoning available to the contractor only, but the exclusion grounds are included in the publicly available exclusion list.

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Obtain the evidentiary record.
 - Make a written submission to the decision-maker.
 - Request an in-person hearing with the decision-maker.
 - Call witnesses to an in-person hearing to testify on the contractor's behalf.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative and Judicial (after exhaustion of administrative process).

Duration of Appeal Process: 1 to 2 years.

Legal Representation:

- A contractor **may** be represented by counsel.

Subsequent Modification of Exclusion Decision: No.

- A contractor is not entitled to any opportunity to seek a modification or early termination of exclusion after it goes into effect.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes.

Based on a criminal or civil judgment against the supplier for the following:

- Corruption;
- Fraud;
- Obstruction of an Investigation;
- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;
- Labor-Related Offenses (specifically related to non-payments of social security).

Based on an administrative finding against the supplier for the following:

- Corruption;
- Fraud;
- Collusion and/or infringing competition;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;
- Other:
 - Illegal incorporation by foreign companies;
 - Outstanding and due debt to the municipality;
 - Insider trading (i.e., illegally obtaining privileged information that grants the supplier a competitive advantage).

Discretionary Exclusion: No.

Exclusion Based on Bankruptcy and Cross-Debarment: Automatic & No.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions prohibit the contractor from obtaining a contract with any federal agency.
- Exclusions automatically extend to subnational governments.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are **not** automatically cancelled.

Effect on Excluded Contractor:

- Excluded supplier cannot serve as a subcontractor.
- Exclusion must extend to companies controlled by the excluded individual.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Individuals and corporations.
- Effect on individuals – Excluded individuals **may** be employed by a corporate supplier in a role that is not directly related to the supplier's ongoing contracts.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion **must** extend to affiliated companies controlled by the supplier and may extend to affiliated companies that control the supplier or are under common control with the supplier.

Note: LACAP is not clear as to the scope of an exclusion, which extends to all individuals or companies that have a “control relationship” with the excluded entity. It could be argued that this “control relationship” includes parent companies.

- Affiliated companies must have the opportunity to contest the action.
- Exclusion must extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- Exclusion of a corporate supplier **must** extend to individuals that own or control the supplier and executive officers and **may** extend to managers and employees.
- Affiliated individuals must have the opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework: Between 1 and 5 years.

Duration Depends on Applicable Exclusion Ground? Yes.

- 1 year:
 - Bid rigging during the procurement process.
- 2 years:
 - Jeopardizing procurement procedures; and
 - Contract breach or non-performance.
- 3 years:
 - Failing to enter into the contract without any justification; and
 - Illegally obtaining confidential information to gain an advantage.
- 4 years:
 - Offering or providing gifts to public officials involved in the procurement process; and
 - Alleging falsely that a contract has been concluded or performed.
- 5 years:
 - Providing false information to obtain a procurement contract; and
 - Participating, directly or indirectly, in a procurement process after being excluded.

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions:

- No, there is no legal mechanism whereby a contract might still be awarded to an excluded supplier during the period of exclusion.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, and it is publicly available.

- [Sanctions list](#) on El Salvador's e-procurement system, [CompraSal](#).
- Public list provides information on the grounds for each listed exclusion.

Procurement Checks: Yes, procuring entities must check a list of excluded suppliers before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: Figures unknown (but discernable from public exclusion list).

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms: No.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No.

Contract-By-Contract (e.g., Single-Tender) Exclusion? No.

Subnational Exclusions:

- No. Exclusion mechanisms exist only at the national level.

VII. Remedies:

Other Non-Exclusion Remedies: Contract termination when a supplier breaches the terms; Monetary damages.



EXCLUSION SYSTEM SUMMARY

GUATEMALA

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusion decisions can be made both as part of a procurement process and outside the procurement process as governed by national legislation or centralized regulations. Exclusions have government-wide effect.

Governing Policy:

- Art. 80 of the [Public Procurement Law](#), Decree No. 57-92, as amended by Decree No. 46 2016.
- Other law and regulation: [Regulation of the Public Procurement Law](#), Government Agreement No. 172-2017.

Primary Legal Foundation:

- Criminal law; Civil/Tort law; Administrative/Regulatory law.

Decision-Maker: Decision-maker is centralized, at agency level and judicial authority; agency decision-makers are not functionally independent from senior procurement officials.

- Central Office of Registered State Providers.
- Judicial authority could issue a ruling that results in an exclusion by the Central Office of Registered State Providers.
- Contracting authorities are also required to register a supplier's disqualification whenever they determine that a supplier is disqualified based on applicable legislation.

Independence:

- Agency decision-makers are not functionally independent from senior procurement officials.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Criminal and Administrative.

Decision Deadline: No stated deadline for decision-maker to make a final determination.

Provisional Exclusions: Yes, for example:

- Pending payment of tax or social security obligations (full payment will terminate the exclusion); or
- Successful bidder's failure to sign the contract (suspension for 1 year, recidivism results in permanent exclusion).

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- Decision-maker can initiate an exclusion proceeding without a prior referral.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.**Notice of Proceedings:**

- Contractors receive notice of proceedings when the exclusion, including any provisional exclusions or suspensions, becomes effective.
- Notice of proceedings must contain the grounds for exclusion.
- Decision-maker must make reasoning available to the contractor (not to the public).

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may make a written submission to the decision-maker.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative and Judicial (after exhaustion of administrative process).

Duration of Appeal Process: 6 months to 1 year (administrative process could take up to 1 year, but a subsequent judicial process could take years).

Legal Representation:

- A contractor **may** be represented by counsel.

Subsequent Modification of Exclusion Decision: Yes, but only for exclusions based on pending tax or social security payments; full payment will terminate the exclusion.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:**Automatic Exclusion:** Yes.

A contractor may face an automatic exclusion, an exclusion that is mandatory to be imposed, based on a criminal conviction or civil judgement that the contractor engaged in the following:

- Corruption;
- Fraud;
- Collusion and/or Infringing Competition;
- Coercion or Intimidation;
- Obstruction of an Investigation;
- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;
- Labor-Related Offenses;
- Social Harms;
- Terrorist Offenses or Offenses Linked to Terrorism;
- Commercial Regulatory Violations;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts.

And based on an administrative finding that the contractor engaged in the following:

- Collusion and/or Infringing Competition;
- Tax-Related Offenses;
- Labor-Related Offenses;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts.

Discretionary Exclusion: No. However, the decision-maker may decide not to exclude a contractor upon determining that a sanction other than exclusion would be more appropriate.

Exclusion Based on Bankruptcy and Cross-Debarment: Automatic & No.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions prohibit the contractor from obtaining a contract with any federal agency.
- Exclusions automatically extend to subnational governments.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts **are** automatically cancelled.

Effect on Excluded Contractor:

- Excluded supplier **cannot** serve as a subcontractor.
- Exclusion **may** extend to companies controlled by the excluded individual.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Individuals and Corporations.
- Effect on Individuals – Excluded individuals **must not** be employed by a corporate supplier in any capacity.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion **must** extend to controlled companies and may apply to controlling companies and companies that are under common control.
- Affiliated companies are **not** required to have the opportunity to contest the action.
- Exclusion **may** extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor **must** extend to individuals that own or control the contractor, its executive officers, and its manager and **may** extend to its employees.
- Affiliated individuals are **not** required to have the opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework: Between 1 and 5 years.

Duration Depends on Applicable Exclusion Ground? Yes.

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions:

- No, there is no legal mechanism whereby a contract might still be awarded to an excluded supplier during the period of exclusion.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, and it is publicly available.

- The list is available here: <http://www.guatecompras.gt/inhabilitaciones/consultaProveeInhabRes.aspx>.
- The public list provides information on the grounds for each listed exclusion.

Procurement Checks: No, procuring entities are not required to check a list of excluded suppliers before awarding a contract. However, suppliers must be registered with the Central Office of Registered State Providers in order to compete for procurement contracts.

Reporting on Exclusions:

Number of Exclusions: Figures unknown but could be discernible. The debarment list is from 2011 to the present.

Regular Reporting: The exclusion list is updated regularly.

Other Transparency Mechanisms: Information on exclusions could be obtained by a written request through the Public Information Law.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No.

Contract-By-Contract (e.g., Single-Tender) Exclusion? No. While a contracting authority may exclude a supplier during the course of a procurement process, the exclusion has government-wide effect.

Subnational Exclusions: None.

VII. Remedies:

Monetary Remedies

- The exclusion legal framework provides for economic fines.

Other Non-Exclusion Remedies: Suspension.

EXCLUSION SYSTEM SUMMARY

HONDURAS

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusion decisions are made on a contract-by-contract basis as governed by national legislation or centralized regulations. Most exclusions apply only to the procurement at issue. Other exclusions result in the suspension of a supplier's contractor registration, which is required for most procurements.

Governing Policy:

- Arts. 15, 16, 132-141 of the Government Procurement Law (Ley de Contratación del Estado (revisada diciembre 2016), available at <http://www.oncae.gob.hn/biblioteca> under Normas de Contratación).
- Related law and regulation: Arts. 28, 55 of the Government Procurement Regulations (Reglamento Ley de Contratación del Estado, available at <http://www.oncae.gob.hn/biblioteca-virtual> under Normas de Contratación).

Primary Legal Foundation:

- Administrative/Regulatory law.

Decision-Maker:

- Individual contracting officers; not functionally independent from senior procurement officials.
- Individual contracting authorities make exclusion decisions within each procurement procedure (contract-by-contract exclusion).

Independence:

- Not functionally independent from senior procurement officials.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

- The initial exclusion decision is made as part of the procurement process, which is an administrative process.
- Any subsequent proceedings are governed by administrative law.

Decision Deadline: No stated deadline for decision-maker to make a final determination.

Provisional Exclusions: None.

Commencement of Proceedings: Grounds for exclusion are reviewed by the contracting authority as part of the procurement decision on a contract-by-contract basis.

- Decision-maker can initiate an exclusion proceeding without a prior referral.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice of Proceedings:

- Contractors receive notice of proceedings when:
 - The decision-maker decides that grounds exist; and
 - The exclusion, including any provisional exclusions or suspensions, becomes effective.
- Notice of proceedings must contain the grounds for exclusion.
- Decision-maker must make reasoning available to the contractor (not to the public).

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Obtain the evidentiary record.
 - Make a written submission to the decision-maker.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative and Judicial.

- Contractors can request reconsideration before the relevant administrative body and, if denied, appeal to a higher administrative organ.
- After the administrative appeal, contractors can file suit in the Court of Administrative Litigation.

Duration of Appeal Process: 6 months to one year.

Legal Representation:

- A contractor **may** be represented by counsel.

Subsequent Modification of Exclusion Decision: No.

- A contractor is not entitled to any opportunity to seek a modification or early termination of exclusion after it goes into effect.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes.

A contractor may face an automatic exclusion, an exclusion that is mandatory to be imposed, based on a criminal conviction, civil judgement, or administrative finding that the contractor engaged in the following:

- Corruption;
- Fraud;
- Collusion and/or Infringing Competition;
- Coercion or Intimidation;
- Obstruction of an Investigation;
- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;

- Labor-Related Offenses;
- Terrorist Offenses or Offenses Linked to Terrorism;
- Commercial Regulatory Violations;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;
- Other:
 - Contractors connected to public officers (and their relatives) cannot participate in public procurements.
 - Contractors that have participated as advisors or consultants for any part of the bidding process are excluded from that bidding process.

Discretionary Exclusion: No. However, a contractor can avoid exclusion by taking sufficient remedial measures to address the basis for exclusion.

Exclusion Based on Bankruptcy and Cross-Debarment: Automatic & Discretionary.

Cross-Debarment: Exclusions by other jurisdictions are evaluated by a procurement's evaluating committee, which decides whether to also exclude the contractor.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Most exclusions do **not** prohibit the supplier from contracting with other federal agencies (exclusion decisions are contract-by-contract). Other exclusions result in the suspension of a supplier's contractor registration, which is required for most procurements across the national government.
- Exclusions do **not** extend to subnational governments.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are not automatically cancelled.

Effect on Excluded Contractor:

- Excluded supplier **cannot** serve as a subcontractor.
- Exclusion **must** extend to companies controlled by the excluded individual.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Effect on individuals: Excluded individuals must not be employed by a corporate supplier in any capacity.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion **may** apply to affiliated companies (controlling, controlled, under common control).
- Affiliated companies **must** be given an opportunity to contest the action.
- Exclusion **must** extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor must extend to individuals who own or control the supplier, executive officers, managers, and employees.

- Affiliated individuals **must** be given an opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework: Suspensions of a contractor's registration can last from 1 to 5 years. The duration of other exclusions is not specified in the legal framework, except for exclusions based on contract termination.

Duration Depends on Applicable Exclusion Ground? Yes.

- Exclusions based on a supplier's default termination of any contract are for 2 years. If the supplier defaults again, the exclusion is indefinite (see Art. 15(5) of the Government Procurement Law).

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions:

- No, there is no legal mechanism whereby a contract might still be awarded to an excluded supplier during the period of exclusion.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? No.

- The Registry of Suppliers and Contractors does not disclose suspended suppliers or other exclusions.

Reporting on Exclusions:

Number of Exclusions: Figures unknown.

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms: None.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No.

Contract-By-Contract (e.g., Single-Tender) Exclusion? Yes. See above.

Subnational Exclusions:

- Exclusion mechanisms do not exist at the provincial/state or municipal/local levels.

VII. Remedies:

Other Non-Exclusion Remedies: The contracting authority may terminate any public contract after finding that an automatic exclusion ground against the contractor existed at the time of the contract's award, which should have resulted in the contractor's exclusion from the procurement. (See Art. 32 of the Regulations).

EXCLUSION SYSTEM SUMMARY

NICARAGUA

Note: This summary is based on the survey responses collected in 2021. The new “State Administrative Procurement Law” was published on the Official Gazette on February 21, 2025 and came into effect on March 21, 2025 (Law N° 1238). It is also relevant to note that Nicaragua is undergoing several recent [constitutional reforms](#) with substantive changes to the law of the country.

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusion decisions are made outside the procurement process and according to national legislation or centralized regulations. Exclusions have government-wide effect.

Governing Policy:

- Art. 18 and Ch. IX, Sec. II of [Law N° 737](#) “Public Sector Administrative Procurement Law” of 2010.
- Ch. VIII, Sec. II of [Law N° 801](#) “Municipal Administrative Procurement Law” of 2012.
- Title XIX of Law [N° 641](#) (Criminal Code of 2007).
- Related law and regulation: Bylaws of [Law N° 737](#).

Primary Legal Foundation:

- Administrative/Regulatory law.

Decision-Maker:

- The decision-maker is centralized and functionally independent from senior procurement officials.
- The General Directorate of Government Procurement (DGCE) makes exclusion decisions.

Independence:

- Yes. Functionally independent from senior procurement officials.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: Decision-maker **must** make a determination within 10 business days.

Provisional Exclusions: None.

Commencement of Proceedings: Referral Required.

- Decision-maker cannot initiate an exclusion proceeding without a prior referral from the procuring entity or the Office of the Comptroller General.
- Nongovernment parties cannot submit complaints and/or evidence to the decision-maker. Third parties can, however, file criminal complaints that could result in sanction.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.**Notice of Proceedings:**

- Contractors receive notice of proceedings when:
 - The decision-maker becomes aware of potential grounds for exclusion.
 - The decision-maker decides that grounds exist.
- Notice of proceedings must contain the grounds for exclusion.
- Decision-maker must make reasoning available to the contractor and the public.

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Obtain the evidentiary record.
 - Make a written submission to the decision-maker.
 - Request an in-person hearing with the decision-maker.
 - Call witnesses to an in-person hearing to testify on the contractor's behalf.

Appellate Review of Exclusion Decisions: Yes.**Nature and Forum of Review:** Administrative.

- The contractor may appeal their exclusion to the Ministry of Finance within 3 business days.

Means Available to the Supplier: As part of appellate review, suppliers may:

- Obtain the evidentiary record.
- Make a written submission to the appellate body.
- Request an in-person hearing with the appellate body.
- Call witnesses to an in-person hearing to testify on the supplier's behalf.

Duration of Appeal Process: The legal framework requires the appeal to be decided within 10 business days.

Legal Representation:

- A contractor **may** be represented by counsel.

Subsequent Modification of Exclusion Decision: No.

- A contractor is **not** entitled to any opportunity to seek a modification or early termination of exclusion after it goes into effect.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:**Automatic Exclusion:** Yes.

A contractor may face an automatic exclusion (i.e., an exclusion that is mandatorily imposed) based on a contractor's criminal or civil judgment for the following:

- Corruption;
- Fraud;
- Collusion and/or Infringing Competition;

- Coercion or Intimidation;
- Obstruction of an Investigation;
- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;
- Social Harms;
- Terrorist Offenses or Offenses Linked to Terrorism.

And based on an administrative finding that the contractor engaged in the following:

- Poor performance, non-performance, and/or failure to perform on public contracts;
- Corruption;
- Fraud;
- Illegally obtaining confidential information.
- Failing to comply with the required contractual guarantees;
- Participating in a contracting procedure despite being subject to a prohibition.

Note: Decision-maker may decide to resolve potential claims through a settlement with the supplier before any finding of culpability. However, if it is held that applicable grounds exist, the supplier must be excluded. Hence, settlements are available only in cases where civil or criminal liability is not presumed.

Discretionary Exclusion: No.

Exclusion Based on Bankruptcy and Cross-Debarment: Automatic & No.

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions prohibit the contractor from obtaining a contract with any federal agency.
- Exclusions do **not** extend to subnational governments (municipal governments have a separate vendor registration process).
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are **not** automatically cancelled.

Effect on Excluded Contractor:

- Excluded supplier **cannot** serve as a subcontractor.
- Exclusion **may** extend to companies controlled by the excluded individual.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Individuals and corporations.
- Effect on individuals – Excluded individuals **may** be employed by a corporate supplier in any capacity (the legal framework does not expressly address this circumstance).

Effect on Affiliates:

Corporate Affiliates:

- Exclusion does **not** automatically apply to affiliated companies (the legal framework does not expressly address this circumstance).
- Affiliated companies **must** be given an opportunity to contest the action.
- Exclusion **may** extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor **may** extend to individuals who own or control the contractor, executive officers, managers, and employees.
- Affiliated individuals **must** be given an opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework: Between 1 and 3 years.

Duration Depends on Applicable Exclusion Ground? Yes.

- 1 year for (i) breach or failure to complete a contract; (ii) presenting false information in the bidding process; and (iii) breach of applicable warranty conditions (Art. 106 of Law N° 737).
- 3 years for (i) second sanction; (ii) illegally obtaining confidential information; (iii) offering benefits to public officials; and (iv) providing lesser quality products or services (Art. 105 of Law N° 737).

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions:

- No, there is no legal mechanism whereby a contract might still be awarded to an excluded supplier during the period of exclusion.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, and it is publicly available.

- The General Directorate of State Procurement maintains a [Central Registry of Suppliers](#).
- Public list does **not** provide information on the grounds for each listed exclusion.

Procurement Checks: Yes, procuring entities must check a list of excluded suppliers before awarding a contract.

Reporting on Exclusions:

Number of Exclusions: Figures unknown (but discernable from public exclusion list).

Regular Reporting: No requirement for regular reporting on exclusions.

Other Transparency Mechanisms: None.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No.

Contract-By-Contract (e.g., Single-Tender) Exclusion? No.

Subnational Exclusions:

- Exclusion mechanisms exist at the municipal/local levels. Law N° 801 mirrors Law N° 737 and prescribes similar exclusion procedures to subnational bodies.
- Exclusion decisions of one subnational body are recognized by other subnational bodies.

VII. Remedies:

Non-Exclusion Remedies: Contract termination; damages; and criminal or civil sanctions.



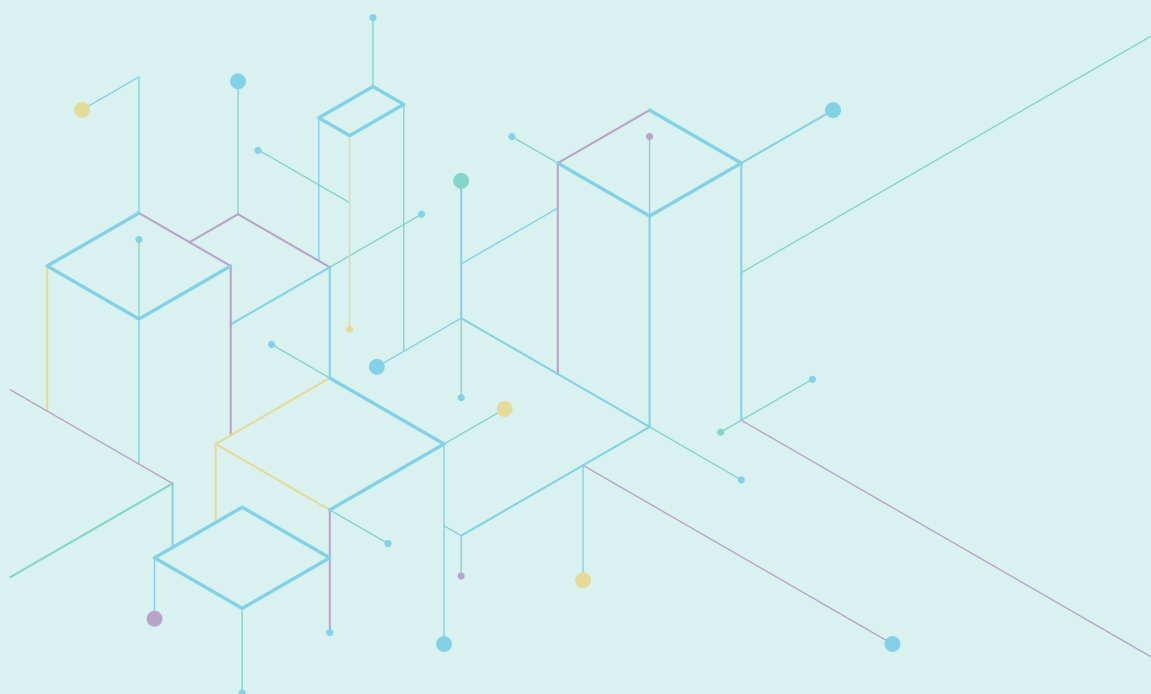
NORTH AMERICA

The following section covers two North America jurisdictions:

- [CANADA](#)
- [UNITED STATES](#)

While both systems provide government-wide, horizontal exclusions that extend across federal entities, they reflect different legal bases and institutional architectures. In the United States, exclusions are decided at the agency level and rely on a statutory and regulatory framework - Federal Acquisition Regulation (FAR) Subpart 9.4 for procurement and the Non-procurement Common Rule (2 C.F.R. Part 180) for grants. On the other hand, Canada's regime is policy-based and centralized, with decisions led by Public Services and Procurement Canada through the Ineligibility and Suspension Policy (2024), which applies across the federal government despite not being a law or regulation.

Functionally, the U.S. model is focused on a contractor's ability to become responsible again, with flexible tailoring of exclusions (including affiliates) and typically shorter exclusion periods (often up to three years). The U.S. exclusion system emphasizes rehabilitation and self-cleaning with a non-punitive approach. Allowing debarment reductions gives contractors incentives to take corrective action shifting from backward-looking punishment to forward-looking incentives for change. Canada's approach includes mandatory exclusion for certain offenses (e.g., foreign bribery), has broad grounds for discretionary exclusions, recognizes external and foreign sanctions on a discretionary basis (cross-debarment). Exclusion under the relevant Canadian policy may be lengthy, as the policy provides for periods of ineligibility of up to ten years as commensurate with the supplier's risk. At the same time, the framework also allows for some flexibility in the form of modifications or the use of administrative agreements.



EXCLUSION SYSTEM SUMMARY CANADA

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes (policy only).

- Although the exclusion framework is based in policy, not law or regulation, [the Ineligibility and Suspension Policy](#) (2024) applies across the federal government of Canada.
- For certain offenses, mandatory exclusion is legislated in the Criminal Code of Canada and Financial Administration Act. These exclusions, which are listed in the Policy, are administered by the Office of Supplier Integrity and Compliance.

Governing Policy:

- The [Ineligibility and Suspension Policy](#) (2024).

Primary Legal Foundation:

- Administrative/ regulatory law.
- The Ineligibility and Suspension Policy is incorporated by reference via [clauses](#) into all applicable contracts and real property agreements.

Decision-Maker:

- Decision-maker is centralized.
- The decision-maker is the Registrar of Ineligibility and Suspension within [Public Services and Procurement Canada](#) (PSPC).

Independence:

- Although not legally required, PSPC has taken steps to ensure the independence of the Registrar. Of note:
 - 1) The Registrar's functions have been delegated to a senior official without procurement or real property authorities;
 - 2) There is no defined role for the Minister or Deputy Minister under the Ineligibility and Suspension Policy (the Registrar is the sole and final decision-maker).

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: No stated deadline for decision-maker to make a final determination.

Provisional Exclusions: Yes.

- The Policy enables the Registrar to issue provisional suspensions in cases where a supplier is determined to pose an immediate and significant risk to the Government of Canada.
- Provisional suspensions are effective for 90 days (can be renewed if required).

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- Decision-maker can initiate an exclusion proceeding without a prior referral.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice of Proceedings:

- Contractors receive notice of proceedings when:
 - The decision-maker decides that grounds exist.
 - The exclusion, including any provisional exclusions or suspensions, becomes effective.
- Notice of proceedings must contain the grounds for exclusion.
- Decision-maker must make reasoning available to the contractor (not to the public).

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Obtain the evidentiary record.
 - Make a written submission to the decision-maker.
 - Request an in-person hearing with the decision-maker.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Judicial.

- After a final decision has been rendered by the Registrar, a supplier can seek an appeal of a decision by the Registrar related to the actions of an affiliate. In addition, all decisions of the Registrar are subject to judicial review.

Duration of Appeal Process: There have been no applications for judicial review to date.

Legal Representation:

- A contractor **may** be represented by counsel.

Subsequent Modification of Exclusion Decision: Yes.

- A contractor is entitled to any opportunity to seek a modification or early determination of exclusion after it goes into effect.
- After a Notice of Suspension, Ineligibility, or Provisional Suspension is issued, the supplier has an opportunity to respond and make a case for the reconsideration, reduction, or lifting of the sanction.
- In addition, after a final decision is rendered, an ineligible supplier can request an administrative agreement after 36 months.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes. A contractor may face an automatic exclusion, an exclusion that is mandatory to be imposed, following a decision or finding by a competent civil, criminal, or administrative authority that the contractor engaged in:

- Corruption (domestic and public);
- Corruption (domestic and private);
- Corruption (foreign);
- Fraud;
- Collusion and/or Infringing Competition;
- Coercion or Intimidation;
- Theft or Embezzlement;
- Money Laundering;
- Tax-Related Offenses;
- Labor-Related Offenses;
- Terrorist Offenses or Offenses Linked to Terrorism.
 - Appendix 2 of the Ineligibility and Suspension Policy lists the material events that will trigger a determination of ineligibility.
 - This includes several criminal offenses as well as discretionary circumstances in the absence of charges or convictions.
 - Certain listed offenses lead to a loss of capacity to contract with Canada.
 - » In all other cases, the grounds are discretionary in that the Registrar can opt to offer a supplier an administrative agreement in lieu of suspension or debarment. The decision to do so would be based on the facts of the specific case (e.g., presence of mitigating factors).

Discretionary Exclusion: Yes.

A contractor may face a discretionary exclusion, an exclusion that may, but need not, be imposed at the discretion of the decision-maker, when one or more grounds for exclusion provided for in the legal framework have been established:

- Obstruction of an Investigation;
- Social Harms;
- Commercial Regulatory Violations;
- Poor Performance, Non-Performance, and/or Failure to Perform on Public Contracts;
- Breaching any term of an administrative agreement;
- Subcontracting with an ineligible first-tier subcontractor.
 - [Appendix 2\(1\)\(j\)](#): Contracting with the supplier may bring the procurement system into public disrepute or otherwise be contrary to Canadian public policy and/or supplier breached of the Code of Conduct for Procurement.

Defenses: Decision-maker may decide not to exclude the supplier when there are:

- Remedial measures;
- Settlement/ agreement;
- Compliance system.
 - Certain listed offenses lead to a loss of capacity to contract with Canada.
 - » In all other cases, the grounds are discretionary in that the Registrar can opt to offer a supplier an administrative agreement in lieu of suspension or debarment. The decision to do so would be based on the facts of the specific case (e.g., presence of mitigating factors).

Compliance as Defense or Mitigating Factor:

- When the contractor establishes that it has adopted, implemented, and/or enhanced an integrity compliance program, the following could impact an exclusion decision:
 - Satisfactory compliance program may be a complete defense that absolves a contractor otherwise should be excluded or punished under the exclusion system;
 - Satisfactory compliance program may be a mitigating factor that may entitle the contractor to more

- favorable conditions of exclusion, including a reduced exclusionary period;
- A condition when entering a contract under a Public Interest Exception.
- When the contractor intends to establish that it has adopted, implemented, and/or enhanced an integrity compliance program, the decision-maker would consider:
 - Certification from independent organizations or authorities;
 - Certification by monitor or equivalent appointed by the authorities administering the relevant exclusion system;
 - Opinions by counsel or auditor retained by the contractor;
 - Evidence from the contractor, such as rules and procedures, internal training materials and records, etc.

Exclusion Based on Bankruptcy and Cross-Debarment: No & Discretionary.

- Cross-debarment is not automatic. [Appendix 2\(1\)\(j\)\(ii\)\(B\)](#) of the Policy accords the Registrar discretion to debar suppliers that have been debarred by any provincial or foreign jurisdiction or international organization (such as the World Bank).

IV. Scope and Effect of Jurisdiction-Wide Exclusion:

Scope of Exclusion:

Extension to Other Agencies and Organizations:

- Exclusions prohibit the contractor from obtaining a contract with any federal agency.
 - All federal departments and agencies listed in [Schedule I, I.1](#), and [II](#) of the FAA are required to adhere to the Policy. Other federal entities, such as Crown corporations, may voluntarily adopt it.
- Exclusions do not automatically extend to subnational governments.
- No known cross-debarments with other countries or international organizations.

Effect on Ongoing Contracts: Ongoing contracts are **not** automatically cancelled.

- If a supplier is declared ineligible, individual contracting authorities have discretion to terminate ongoing contracts. The decision to terminate is a business decision rather than a debarment decision.

Effect on Excluded Contractor: Excluded supplier cannot serve as a subcontractor.

- An excluded supplier cannot serve as a first-tier subcontractor unless the contracting authority invokes the public interest exception (PIE).
- Exclusion may extend to companies controlled by the excluded individual.

Tailoring Exclusion: No option to tailor the exclusion to certain divisions, operating units, or business lines within a company.

Individual Exclusion:

- Individuals and corporations.
 - Individuals have the same grounds as corporations. Both fall under the definition of supplier under the Policy.
- If an individual is excluded, the individual must not be employed by a contractor as a senior manager or director.
- A company may enter into a better settlement with less onerous terms if it disciplines responsible individuals.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion may apply to affiliated companies (controlling, controlled, under common control).
- Affiliated companies must have the opportunity to contest the action.
 - All implicated suppliers that face possible sanctions under the Ineligibility and Suspension Policy are provided with the opportunity to respond and contest the proposed action.

- Exclusion may extend to companies controlled by the excluded individual.

Extension to Affiliated Individuals:

- Affiliated individuals must have the opportunity to contest the action.

Duration of Exclusions:

Duration Specified in Legal Framework: No specification.

Duration Depends on Applicable Exclusion Ground? Yes.

- Appendix 3 of the Policy sets out the aggravating and mitigating factors that the Registrar will assess in determining a period of ineligibility that is commensurate with the risk posed by the supplier (up to a maximum of 10 years).

Discretion to Deviate? No, the decision-maker does not have discretion to deviate from the duration specified in the legal framework.

Exceptions/Waivers to Exclusions:

- Yes, a contract may still be awarded to an excluded supplier for Public Interest Exception (PIE) related to emergencies, public safety, and national security.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, and it is publicly available.

- Only the names of [corporate suppliers](#) (not individuals) are included on the public list.
- Public list does not give information on the grounds for each listed exclusion.
- The public list provides details including:
 - Supplier name,
 - Address,
 - Status under the Policy, and
 - Start and end date of suspension or ineligibility period.

Settlement: If a contractor settles the exclusion case against it, the information will be made open to the public, but only the fact that a settlement has been reached (and any exclusion imposed as a result) would be made public.

- The Registrar does not enter into settlement agreements but can enter into an administrative agreement with a supplier. This enables the supplier to continue contracting so long as they adhere to the terms and conditions.

Procurement Checks: All departments and agencies are required to submit a request to central debarment authority to verify a bidder's status prior to contract award.

Reporting on Exclusions:

Number of Exclusions: As of July 2025: eight suppliers are ineligible; two are suspended; one is provisionally suspended; three have administrative agreements.

Regular Reporting: Yes, and the reports are publicly available.

- While not required, PSPC publishes an [annual report](#) on the operation of the Office of Supplier Integrity and Compliance.
- PSPC has recently published the first annual Report on Misconduct and Wrongdoing, which contains information on the Government of Canada's debarment and suspension program. The report can be found at: [Addressing](#)

[misconduct and wrongdoing: Public Services and Procurement Canada - Canada.ca](#)

Other Transparency Mechanisms: Government operations are subject to regular public reporting to Parliament and Access to Information Act.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? No.

Contract-By-Contract (e.g., Single-Tender) Exclusion? No.

Subnational Exclusions:

- Exclusion mechanisms exist at the provincial/state and municipal/local levels.
- Exclusion decisions of one subnational body do not extend to other subnational bodies.

VII. Remedies:

Criminal Referrals

- Decision-maker will send a criminal referral whenever elements of criminality are suspected.
- A criminal enforcement authority that receives such a referral is not obligated to do anything with the referral.

Monetary Remedies

- The exclusion legal framework does not provide for any monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct.

Other Non-Exclusion Remedies:

- Administrative agreements may be entered into in lieu of suspension or debarment. The supplier can continue contracting so long as they adhere to the terms and conditions. The supplier may be required to retain an independent third-party (monitor) to oversee compliance.



EXCLUSION SYSTEM SUMMARY

UNITED STATES

I. Jurisdiction-Wide Legal and Institutional Framework:

Jurisdiction-Wide Exclusion Framework? Yes.

- Exclusion decisions are made independent of the procurement process and according to national legislation or centralized regulations. Exclusions have government-wide effect.

Governing Policy:

- Procurement Suspensions & Debarments: [Subpart 9.4](#) of the Federal Acquisition Regulation ("FAR") (Title 48 of the Code of Federal Regulations ("C.F.R.")).
- Non-procurement Common Rule ("NCR"): [2 C.F.R. Part 180](#).
- Agency FAR supplements and implementing regulations.

Primary Legal Foundation:

- Criminal law and administrative/ regulatory law.
 - The authority for discretionary Suspension & Debarment (S&D) are administrative and regulatory in nature. However, S&D actions may be taken against individuals and entities as the result of criminal indictment, criminal conviction, or civil liability for fraud.
 - Exclusions related to procurement contracts are governed by [FAR Subpart 9.4](#).
 - Exclusions related to non-procurement programs and activities (e.g., grants, cooperative agreements) are governed by [2 C.F.R. Part 180](#).
- Various statutory bases (e.g., [42 U.S.C. § 7606](#) (Clean Air Act); [33 U.S.C. § 1368](#) (Clean Water Act)).
- Various agency-specific regulations (e.g., [2 C.F.R. Part 1532](#) (Environmental Protection Agency); [29 C.F.R. § 5.12](#) (Davis-Bacon and Related Acts)).

Decision-Maker:

- At agency level or individual contracting officer; may not be functionally independent from senior procurement officials.
- Agency debarring officials have the authority to issue exclusions with a government-wide and reciprocal effect. Contracting officers can find individual contractors non-responsible on an individual award basis, which is regulated separately from debarment decisions at [FAR Subpart 9.1](#).

Independence:

- Varies by agency.

II. Functioning and Enforcement of the Jurisdiction-Wide Exclusion System:

General Provisions:

Type of Procedures: Administrative.

Decision Deadline: 45 calendar days from record closure, extendable for good cause.

Provisional Exclusions: Yes.

- Suspensions may be imposed pending completion of an investigation or legal proceedings.
- Under the FAR, a contractor may be excluded immediately upon issuance of a notice of proposed debarment. Under the NCR, preliminary exclusion is optional.
- Agencies may issue an optional pre-notice letter before taking formal action.

Commencement of Proceedings: Ability to Initiate an Exclusion Proceeding.

- The Suspension and Debarment Officer (“SDO”) can initiate an exclusion proceeding without a prior referral. However, it is extremely rare in certain agencies for the SDO to act without first receiving a formal referral (e.g., the Environmental Protection Agency). These referrals should provide the information necessary to establish cause and satisfy the required evidentiary burden.
- Nongovernment parties can submit complaints and/or evidence to the decision-maker, although these complaints are typically reviewed first by a separate division/investigative office.
- Although U.S. debarment regulations allow for debarring officials to initiate S&D cases without a referral from a third party, this rarely happens as a practical matter.
- Third parties typically submit complaints/evidence to agency Office of Inspector General (“OIG”) or other law enforcement authorities.

Notice Requirements & Opportunity to Be Heard: Yes & Yes.

Notice of Proceedings:

- Contractors receive notice of proceedings when:
 - The decision-maker decides that the exclusion should be imposed.
 - The exclusion, including any provisional exclusions or suspensions, becomes effective.
- Notice of proceedings must contain the cause for the exclusion, regulatory authorities, evidentiary burdens of each party, effect of the exclusion, information on how to contest, deadlines, effect of default, etc.
- Decision-maker must make reasoning available to the contractor (not to the public).
 - The public nature of the SDO’s written determinations varies from agency to agency; most agencies do not make their SDO’s determinations public. [U.S Environmental Protection Agency](#) (“EPA”) suspension and debarment decisions are published on Lexis-Nexis & Westlaw. Other agencies generally do not make their decisions public.

Opportunity to Be Heard:

- Contractors are entitled to present a defense to the decision-maker and may:
 - Obtain the evidentiary record.
 - Make a written submission to the SDO.
 - Request an in-person hearing with the SDO.
 - Call witnesses to an in-person hearing to testify on the contractor’s behalf.
- See [FAR 9.406-3](#); [FAR 9.407-3](#); [2 CFR 180](#) Subparts F, G, and H.

Appellate Review of Exclusion Decisions: Yes.

Nature and Forum of Review: Administrative and Judicial.

- EPA and a few other agencies have built-in administrative appeals. All S&D decisions are subject to judicial review.

Duration of Appeal Process: Typically, 1 to 6 months. However, cases that are challenged in federal district court may take longer, especially if appealed to the circuit courts or higher.

Legal Representation:

- A contractor **may** be represented by counsel.

Subsequent Modification of Exclusion Decision: Yes.

- Reconsideration processes are built into the FAR and NCR.

III. Substantive Grounds for Jurisdiction-Wide Exclusion:

Automatic Exclusion: Yes.

- Violations of certain laws (e.g., the Clean Air Act and Clean Water Act, among others) will automatically trigger an exclusion, without any action by the SDO.
- Intentionally affixing a label bearing a “Made in America” inscription (or any inscription having the same meaning) to a product sold in or shipped to the United States or its outlying areas, when the product was not made in the United States or its outlying areas.
- Agencies are prohibited from awarding contracts and grants to corporations convicted of a federal felony or tax delinquency unless an agency SDO has determined that S&D is not necessary to protect the government’s interest.
- Other violations may lead to an automatic referral to the SDO.

Discretionary Exclusion: Yes.

Any of the following grounds can be proven by a supplier’s criminal or civil judgment (i.e., “conviction-based debarment”) or an administrative finding (i.e., “fact-based debarment”) by the SDO:

- Corruption;
- Fraud;
- Collusion and/or infringing competition;
- Coercion or intimidation;
- Obstruction of an investigation;
- Theft or embezzlement;
- Money laundering;
- Tax-related offenses;
- Labor-related offenses;
- Social harms;
- Terrorist offenses or offenses linked to terrorism;
- Commercial regulatory violations;
- Poor performance, non-performance, and/or failure to perform on public contracts.

Conviction-based Catch-all:

- “Commission of any . . . offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility” of the supplier ([FAR 9.406-2\(a\)\(5\)](#); [2 C.F.R. § 180.800\(a\)\(4\)](#)).

Fact-based Catch-all:

- “[A]ny . . . cause of so serious or compelling a nature that it affects the present responsibility” of the supplier ([FAR 9.406-2\(c\)](#); [2 C.F.R. § 180.800\(d\)](#)).

Defenses: The SDO may decide not to exclude the supplier when there are:

- Remedial measures.
- Settlement/agreement.
- Government interest.
- Compliance system.
- Staleness.
- Exclusion not consistent with principles of fundamental fairness.

Compliance as Defense or Mitigating Factor:

- Evidence of an effective compliance program is a significant mitigating factor that can shorten or avert debarment.
- When the contractor intends to establish that it has adopted, implemented, and/or enhanced an integrity compliance program, the decision-maker would consider the following evidence:
 - Certification from independent organizations and authorities;
 - Certification by monitor or equivalent appointed by the authorities administering the relevant exclusion system;
 - Opinions by counsel or auditor retained by the contractor;
 - Evidence from the contractor, such as rules and procedures, internal training materials and records, etc.;
 - Input (positive or negative) from federal, state, or tribal inspectors/regulators or other third parties (e.g., landowners, community associations, etc.).

Exclusion Based on Bankruptcy and Cross-Debarment: No & No.**IV. Scope and Effect of Jurisdiction-Wide Exclusion:****Scope of Exclusion:****Extension to Other Agencies and Organizations:**

- Exclusions prohibit the contractor from obtaining a contract with any federal agency.
- Exclusions do not extend to subnational governments, but some states review the System for Award Management (SAM) exclusion list prior to award, especially when the award under a state/local program involves some federal funds.
- There are no known countries or international organizations that automatically recognize and apply exclusions from the United States.

Effect on Ongoing Contracts: Ongoing contracts are **not** automatically terminated.

- Agencies may as a matter of policy consider the termination of an excluded contractor but are not required to.

Effect on Excluded Contractor:

- Excluded contractors are generally prohibited from receiving government contracts or subcontracts.
- Contractors are prohibited from entering into subcontracts greater than \$35 000 (non commercially available off-the-shelf items) without the contracting officer’s written consent; below that threshold, the FAR imposes no automatic bar.
- Excluded entities also may not participate in a “covered transaction” (subject to dollar thresholds and program carve outs), which may include, grants, cooperative agreements, scholarships, fellowships, loans, loan guarantees, subsidies, and insurance.

Tailoring Exclusion: Yes, exclusion may be limited to certain divisions, operating units, or business lines within the company, if the decision-maker so decides.

Individual Exclusion:

- Individuals and corporations.
- Grounds to exclude individuals – Direct personal participation, recklessness/negligence in supervision, position or interest held, and FAR and NCR affiliation and imputation rules.
- The individual must not be employed by a contractor as a senior manager or director.
- Settlement negotiations (administrative agreements) have fluid criteria and are pursued in the best interest of the government. Typically, the company must be able to show that identified, terminated, or disciplined responsible individuals depending on their level of culpability. The government will almost never settle a matter if an owner or member of senior management who committed misconduct remains in place even if they may have been disciplined.

Effect on Affiliates:

Corporate Affiliates:

- Exclusion may apply to affiliated companies (controlling, controlled, under common control) named in the notice of proceedings.
- Although the FAR and NCR allow an agency to extend an exclusion to an affiliate that controls the excluded party, this can be a controversial exercise. The regulation states that affiliation is to protect the government from a wrongdoer circumventing the effect of an exclusion by shifting work to another party. Unless the excluded company controls the affiliate, this would not be possible (e.g., a typical subsidiary would not possess the power to shift work to the parent).
- Affiliated companies must have the opportunity to contest the action. Entities excluded solely by their affiliation with the supplier may contest only the existence of affiliation.
- In pure affiliation cases (e.g., no imputation of the conduct), the affiliate is a separate respondent and will have the opportunity to contest the action separately. The basis for a successful contest is severance of control and, therefore, affiliation with the excluded party.

Extension to Affiliated Individuals:

- Exclusion of a corporate contractor may extend to individuals who own or control the contractor, executive officers, the board of directors, managers, non-supervisory employees, and controlling individuals.
- Affiliated individuals must have the opportunity to contest the action.
- The individuals can contest the action if they lack knowledge or participation in the scheme, and misconduct was not reasonably discoverable.
- Exclusion may extend to companies controlled by the excluded individual.
- Although the FAR and NCR allow an agency to extend an exclusion to an affiliate that controls the excluded party, this can be a controversial exercise. The regulation states that affiliation is to protect the Government from a wrongdoer circumventing the effect of an exclusion by shifting work to another party. Unless the excluded company controls the affiliate, this would not be possible (e.g., a typical subsidiary would not possess the power to shift work to the parent).

Duration of Exclusions:

Duration Specified in Legal Framework: Debarment is generally less than 3 years; it may be longer for aggravated cases and less than 5 years for Drug Free Workplace Act violations. Agencies have broad discretion to deviate from the “should not exceed 3 years” language in the FAR 9.406-4 and NCR.

Duration Depends on Applicable Exclusion Ground? Yes, for a few specific grounds.

- Usually no, except for Drug Free Workplace Act and certain immigration violations.

Discretion to Deviate? Yes, the decision-maker has discretion to deviate from the duration specified in the legal framework. Deviation is based on the existence and strength of aggravating and mitigating factors.

Exceptions/Waivers to Exclusions:

- Yes, compelling reasons exception on an individual award basis.

V. Jurisdiction-Wide Transparency and Exclusion List:

Official List of Excluded Suppliers? Yes, and it is publicly available.

- System for Award Management (“[SAM](#)”).
- The public list provides only broad information on the basis for each listed exclusion.
- The public list provides details including the entity or individual’s name, city, state, country, excluding agency, type of exclusion (prohibition/restriction, proceedings pending/complete), date created, and end date.

Disclosure of Settlements: Yes, information including current settlement agreements are public. See [SAM](#).

Procurement Checks: Yes, SAM checks by the contracting officer are mandatory at various stages of a procurement.

Reporting on Exclusions:

Number of Exclusions: Figures are known through public reports issued by the [Interagency Suspension and Debarment Committee \(ISDC\)](#).

- The ISDC publishes annual reports to Congress on agency S&D activities but these reports are published several years late and contain incomplete information.

Regular Reporting: Yes, and the [reports](#) are publicly available courtesy of the [ISDC](#).

Other Transparency Mechanisms: The public can access official records, including downloadable datasets from SAM, to analyze exclusion actions.

VI. Limited Scope Exclusion Systems:

Entity-Wide (e.g., Single-Agency) Exclusion? Yes. The practice of agency level (nonreciprocal) exclusion occurs infrequently and is discouraged. There are no standardized procedures in place governing agency or agency/program specific exclusions. A history of poor performance may be used to prevent award to certain entities at the agency/program level.

Contract-By-Contract (e.g., Single-Tender) Exclusion? Yes.

- The practice of agency level (nonreciprocal) exclusion occurs infrequently and is discouraged. There are no standardized procedures in place governing agency or agency/program specific exclusions. A history of poor performance may be used to prevent award to certain entities at the agency/program level.
- Also see FAR 9.1 responsibility determinations.

Subnational Exclusions:

- Exclusion mechanisms exist at the provincial/state and municipal/local levels.
- Exclusion decisions of one subnational body do not extend to other subnational bodies, however state and local governments tend to act and work in concert with each other.

VII. Remedies:

Criminal Referrals

- Decision-makers routinely share information with criminal enforcement authorities, particularly when there are false statements or false representations provided to the government during contest proceedings. Most federal agencies have a coordination of remedies model to orchestrate criminal, civil, and administrative remedies to protect the government's interests. Most exclusion actions are taken concurrently with or after criminal enforcement.
- A criminal enforcement authority that receives such a referral is not obligated to do anything with the referral. Federal and state law enforcement authorities operate independently and possess prosecutorial discretion.
- Figures are not available for criminal referrals in the previous year.

Monetary Remedies

- The exclusion legal framework does provide for any monetary remedies that may be ordered by the decision-maker of the exclusion mechanism (besides exclusion) that are designed to protect against misconduct. Also, administrative agreements may require payment of restitution, compensatory damages, or satisfaction of debt obligations.
- Possible monetary remedy amounts that can be imposed on the respondent:
 - Restitution: amount limited to actual money wrongfully received.
 - Compensatory: amount limited to actual damages suffered.
 - Payment of debt to the government.
- Enforcement mechanism(s) for monetary remedy include:
 - Settlement of a suspension or debarment action pursuant to an administrative agreement.
- Monetary remedies may be used:
 - Fiscal and appropriations law apply.

Other Non-Exclusion Remedies:

- Yes. The legal framework allows for non-exclusion remedies to be crafted by the SDO in negotiating a settlement. These remedies include agreements to abstain from participation in certain program activities or contract opportunities (i.e., voluntary exclusions).



APPENDIX 1: EXCLUSION SUMMARY TABLE

AFRICA					
Jurisdiction	Jurisdiction-wide Exclusion	Official list of excluded Supplier	Publicly available?	Grounds for exclusion disclosed?	Information provided
EGYPT, ARAB REPUBLIC OF	✓	✓	✓	✗	N/A
	LINK: General Authority for Government Service				
	NOTE: Egypt publishes individual suspension determinations as public notices, but they do not appear to be consolidated into a single 'list' per se.				
NIGERIA	✓	✓	✓	N/A	N/A
	LINK: Bureau of Public Procurement website				
	NOTE: The list does not load.				
SOUTH AFRICA	✓	✓	✓	✓	Supplier's name, description of conduct, commencement date, end date
	LINK: National Treasury website				
	NOTE: It does not appear that this list has been updated since 2020 There is another link (http://ocpo.treasury.gov.za/RestrictedSupplier/RestrictedSuppliersReport.pdf) that won't load - perhaps it's only accessible domestically.				

ASIA PACIFIC					
Jurisdiction	Jurisdiction-wide Exclusion	Official list of excluded Supplier	Publicly available?	Grounds for exclusion disclosed?	Information provided
AUSTRALIA	✗	✗	✗	✗	N/A
	LINK: No				
	NOTE:				
WESTERN AUSTRALIA	✓	✓	✓	✗	Supplier's name, period of debarment, commencement date, end date
	LINK: Tender WA website				
	NOTE:				
CHINA	✓	✓	✓	✓	Supplier's name, enforcement authority, description of conduct, description of penalty, commencement date, governing law
	LINK: Ministry of Finance Website				
	NOTE: For exclusions under the Government Procurement Law only.				
HONG KONG SAR, CHINA	✓	✗	✗	✗	Supplier's name, enforcement authority, description of conduct, description of penalty, commencement date, governing law
	LINK: Development Bureau Website				
	NOTE: HK's list of approved public contractors includes information that certain entities on the list may be currently suspended.				
INDIA	✓	✓	✓	✓	Supplier's name, email address, sanctioning authority, commencement date, end date
	LINK: Government eMarketplace				
	NOTE:				
INDONESIA	✓	✓	✓	✓	Supplier's name, sanctioning authority, sanction duration, supplier's address, commencement date, end date, description of conduct
	LINK: INAPROC				
	NOTE:				

Jurisdiction	Jurisdiction-wide Exclusion	Official list of excluded Supplier	Publicly available?	Grounds for exclusion disclosed?	Information provided
JAPAN	✗	List published by each agency	N/A	N/A	Different from agencies
	LINK: Ministry of Land, Infrastructure, Transport and Tourism				
	NOTE: Example: The Ministry of Land, Infrastructure, Transport and Tourism ("MLIT") of Japan publishes its own debarment list				
KOREA, REPUBLIC OF	✓	✓	✓	✓	Supplier's name, sanction authority, name of representative, any affiliates
	LINK: Korea Online E-Procurement System				
	NOTE: Only accessible from within Korea				
SINGAPORE	✓	✓	✗	✗	✗
	LINK: List not published				
	NOTE: The list is within the government for internal usage.				
VIET NAM	✓	✓	✓	✓	Supplier's name, address, country sanction authority, sanction category, period of sanction
	LINK: Muasamcong				
	NOTE:				



EUROPE					
Jurisdiction	Jurisdiction-wide Exclusion	Official list of excluded Supplier	Publicly available?	Grounds for exclusion disclosed?	Information provided
ESTONIA	✓	✗	✗	✗	N/A
	LINK: No				
	NOTE:				
FRANCE	✓	✗	✗	✗	N/A
	LINK: No				
	NOTE: If a contractor settles the exclusion case against it, information including the settlement agreements is public.				
GERMANY	✓	✓	✗	✗	N/A
	LINK: List not published				
	NOTE:				
GREECE	✓	✓	✓	✓	N/A
	LINK: The Unified Public Procurement Authority				
	NOTE: List appears to be empty.				
ITALY	✓	✓	✗	✗	N/A
	LINK: List not published				
	NOTE: The list is maintained by the Italian National Anti-Corruption Authority (ANAC) and is accessible only by contracting authorities and economic operators.				
NETHERLANDS	✓	✗	✗	✗	No
	LINK: No				
	NOTE: Info from 2021				
POLAND	✓	✗	✗	✗	No
	LINK: No				
	NOTE:				

Jurisdiction	Jurisdiction-wide Exclusion	Official list of excluded Supplier	Publicly available?	Grounds for exclusion disclosed?	Information provided
SERBIA	✓	✗	✗	✗	No
	LINK: No				
	NOTE:				
SWEDEN	✓	✓	✗	✗	N/A
	LINK: List not published				
	NOTE: The Swedish Companies Registration Office will issue a certificate whether the queried the supplier is under a trading prohibition.				
UNITED KINGDOM	✓	✓	✓	✓	Supplier's name, period of sanction, date start
	LINK: Gov.uk				
	NOTE: The list is publicly available once the Procurement Act 2023 is fully in force. The debarment regime became effective on 24th February 2025, and so a list does not appear to have been published yet.				



INTERNATIONAL ORGANIZATIONS

Jurisdiction	Jurisdiction-wide Exclusion	Official list of excluded Supplier	Publicly available?	Grounds for exclusion disclosed?	Information provided
INTER-AMERICAN DEVELOPMENT BANK GROUP	✓	✓	✓	✓	Supplier's name, type of entity (individual/firm), nationality, country, commencement date, end date, sanction category, sanctioning authority,
	LINK: IADB Sanction list				
	NOTE:				
UNHCR	✓	✓	Somewhat	N/A	N/A
	LINK: United Nations Global Marketplace				
	NOTE: The list provides limited information and requires an access code.				
WORLD BANK CORPORATE PROCUREMENT	✓	✓	✓	✓	Supplier's name, city, country, period of debarment, commencement date, description of conduct
	LINK: World Bank Non-Responsible Vendors				
	NOTE:				
WORLD BANK SANCTIONS SYSTEM	✓	✓	✓	✓	Supplier's name, address, country, commencement date, end date, sanction category
	LINK: World Bank Listing of Ineligible Firms and Individuals				
	NOTE:				

LATIN AMERICA					
Jurisdiction	Jurisdiction-wide Exclusion	Official list of excluded Supplier	Publicly available?	Grounds for exclusion disclosed?	Information provided
BRAZIL	✓	✓	✓	✓	Supplier's name, sanctioning authority, sanction category, fine amount, date of final judgment, commencement date, end date, governing law
	LINK: Transparence Portal				
	NOTE: For detailed information of each case, it is possible to request copies of the case records.				
COSTA RICA	✓	✓	✓	✗	Supplier's name, sanctioning authority, sanction category, date of final judgment, commencement date, end date, governing law, description of conduct, period of debarment, supplier's address, type of entity
	LINK: SICOP				
	NOTE: https://www.sicop.go.cr/usemn/re/UM_REJ_IJQ001.jsp#				
COLOMBIA	✓	✗	✗	✗	N/A
	LINK: No				
	NOTE: Registro Único de Proponentes (RUP)				
EL SALVADOR	✓	✓	✓	✓	N/A
	LINK: Comprasal Website				
	NOTE: Requires registration				
GUATEMALA	✓	✓	✓	✓	Supplier's name, sanctioning authority, governing law, description of conduct, period of debarment, commencement date, end date, date of final judgment
	LINK: Guatecompras				
	NOTE:				
HONDURAS	✓	✗	✗	✗	No
	LINK: No				
	NOTE:				

Jurisdiction	Jurisdiction-wide Exclusion	Official list of excluded Supplier	Publicly available?	Grounds for exclusion disclosed?	Information provided
NICARAGUA	✓	✓	✓	✗	N/A
LINK: Nicaragua Compra					
NOTE: The database is searchable and would presumably indicate if an entity is suspended, but the database does not provide a bespoke list of excluded entities.					

NORTH AMERICA

Jurisdiction	Jurisdiction-wide Exclusion	Official list of excluded Supplier	Publicly available?	Grounds for exclusion disclosed?	Information provided
CANADA	✓	✓	✓	✗	Supplier's name, period of debarment, sanction category, commencement date, end date
LINK: Ineligible and Suspended list					
NOTE:					
USA	✓	✓	✓	✗	Supplier's name, individual, address, sanction agency, sanction type, period of sanction
LINK: SAM.gov					
NOTE:					



APPENDIX 2: EXCLUSION LISTS TABLE

AFRICA							
JURISDICTION: EGYPT, ARAB REPUBLIC OF							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Agency	Government-wide or Agency-wide	Individuals & Corporations	No set duration	No	Administrative or Judicial	Admissible as evidence
SETTLEMENT AGREEMENT: Public							
CRIMINAL REFERRAL: Permitted, but uncommon							
MONETARY REMEDIES: Yes							
JURISDICTION: NIGERIA							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized; Judiciary; Agency	Government-wide	Individuals & Corporations	Longer than 5 years	No	Judicial	Admissible as evidence
SETTLEMENT AGREEMENT: No Settlement							
CRIMINAL REFERRAL: Permitted and routine							
MONETARY REMEDIES: Yes							
JURISDICTION: SOUTH AFRICA							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized; Agency; Judicial	Government-wide	Individuals & Corporations	Longer than 5 years	No	Administrative and Judicial	May exculpate.
SETTLEMENT AGREEMENT: No Settlement							
CRIMINAL REFERRAL: Yes							
MONETARY REMEDIES: Yes							

ASIA PACIFIC							
JURISDICTION: AUSTRALIA							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
No; ad hoc at agency level	Contracting Officers	Depends on Agency	Corporations	No set duration	No	Judicial	May mitigate
SETTLEMENT AGREEMENT: Confidential							
CRIMINAL REFERRAL: Permitted, but uncommon							
MONETARY REMEDIES: No							
JURISDICTION: WESTERN AUSTRALIA							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Agency CEOs	Government-wide	Individuals & Corporations	2-5 years	No	Administrative	May mitigate
SETTLEMENT AGREEMENT: Confidential							
CRIMINAL REFERRAL: Permitted, but uncommon							
MONETARY REMEDIES: No							
JURISDICTION: CHINA							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized	Government-wide or specific to the Individual Procurement	Individuals & Corporations	1-5 years	Discretionary	Administrative and Judicial	May exculpate or mitigate
SETTLEMENT AGREEMENT: Public							
CRIMINAL REFERRAL: Permitted, but uncommon							
MONETARY REMEDIES: Yes							
JURISDICTION: HONG KONG SAR, CHINA							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Agency	Agency-wide	Individuals & Corporations	No set duration	No	Agency and/or Administrative	May exculpate or mitigate
SETTLEMENT AGREEMENT: Confidential							
CRIMINAL REFERRAL: No							
MONETARY REMEDIES: No							

JURISDICTION: INDIA							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized; Agency	Government-wide or Agency-wide	Individuals & Corporations	Up to 3 years	No	Administrative and/or Judicial	May reduce duration imposed
SETTLEMENT AGREEMENT:							
CRIMINAL REFERRAL: Yes							
MONETARY REMEDIES: No							
JURISDICTION: INDONESIA							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized; Agency	Government-wide	Individuals & Corporations	No set duration	No	Judicial	No
SETTLEMENT AGREEMENT: No Settlement							
CRIMINAL REFERRAL: Yes, only in extraordinary circumstances							
MONETARY REMEDIES: No							
JURISDICTION: JAPAN							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
No	Agency	Agency-wide	Individuals & Corporations & Affiliates	2 weeks - 36 months	Discretionary	Administrative and Judicial	No
SETTLEMENT AGREEMENT:							
CRIMINAL REFERRAL: Yes							
MONETARY REMEDIES: No							
JURISDICTION: KOREA, REPUBLIC OF							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized	Government-wide	Corporations & their representatives	1 month - 2 years	No	Administrative or Judicial	May exculpate or mitigate
SETTLEMENT AGREEMENT: No Settlement							
CRIMINAL REFERRAL: No							
MONETARY REMEDIES: Yes							

JURISDICTION: SINGAPORE							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized; Agency	Government-wide or specific to the Individual Procurement	Individuals & Corporations	1-5 years	No	Administrative	May exculpate or mitigate. May reduce duration imposed
SETTLEMENT AGREEMENT: No Settlement							
CRIMINAL REFERRAL: Yes							
MONETARY REMEDIES: No							
JURISDICTION: VIET NAM							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized; Agency	Government-wide or Agency-wide	Individuals & Corporations	6 months - 5 years	No	Judicial	No
SETTLEMENT AGREEMENT: No Settlement							
CRIMINAL REFERRAL: Yes							
MONETARY REMEDIES: Yes							
EUROPE							
JURISDICTION: ESTONIA							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Contracting Officer	Individual Procurement	Individuals & Corporations & Associations	3-5 years	No	Administrative and/or Judicial	May exculpate or mitigate
SETTLEMENT AGREEMENT: N/A							
CRIMINAL REFERRAL: Permitted, but not automatic							
MONETARY REMEDIES: No							
JURISDICTION: FRANCE							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Judicial; Contracting Officer	Government-wide or specific to the Individual Procurement	Individuals & Corporations	1-5 years	No	Judicial	May mitigate
SETTLEMENT AGREEMENT: Public							
CRIMINAL REFERRAL: Permitted in the context of an agency-level debarment. N/A at the government-wide level, because the governing law is already criminal							
MONETARY REMEDIES: Yes							

JURISDICTION: GERMANY							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Contracting Officer	Individual Procurement	Individuals & Corporations	1-5 years	Discretionary	Administrative and Judicial	May reduce duration imposed
SETTLEMENT AGREEMENT: Confidential							
CRIMINAL REFERRAL: Permitted, but uncommon							
MONETARY REMEDIES: No							
JURISDICTION: GREECE							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes		Government-wide or specific to the Individual Procurement	Individuals & Corporations	3-5 years	Discretionary	Judicial	May reduce duration imposed
SETTLEMENT AGREEMENT: No Settlement							
CRIMINAL REFERRAL: No							
MONETARY REMEDIES: No							
JURISDICTION: ITALY							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Agency; Judicial; Contracting Officer	Individual Procurement	Individuals & Corporations	Longer than 5 years	Discretionary	Judicial	May exculpate or mitigate
SETTLEMENT AGREEMENT: No Settlement							
CRIMINAL REFERRAL: Yes							
MONETARY REMEDIES: No							
JURISDICTION: NETHERLANDS							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Contracting Officer	Individual Procurement	Corporations	3-5 years	No	Administrative or Judicial	No
SETTLEMENT AGREEMENT: No Settlement							
CRIMINAL REFERRAL:							
MONETARY REMEDIES:							

JURISDICTION: POLAND							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Contracting Officer	Individual Procurement	Individuals & Corporations	3-5 years	Discretionary	Judicial	May mitigate. May reduce duration imposed
SETTLEMENT AGREEMENT: No Settlement							
CRIMINAL REFERRAL: No							
MONETARY REMEDIES: No							
JURISDICTION: SERBIA							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Agency	Individual Procurement	Individuals & Corporations	3-10 years	No	Agency, Administrative, and/or Judicial	May exculpate or mitigate
SETTLEMENT AGREEMENT: Public							
CRIMINAL REFERRAL: Permitted and routine							
MONETARY REMEDIES: Yes							
JURISDICTION: SWEDEN							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Judicial; Contracting Officer	Government-wide or specific to the Individual Procurement	Individuals & Corporations (Trading Prohibitions apply only to individuals)	3-10 years	Discretionary	Judicial	May exculpate
SETTLEMENT AGREEMENT: No Settlement							
CRIMINAL REFERRAL:							
MONETARY REMEDIES:							
JURISDICTION: UNITED KINGDOM							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized; Agency	Government-wide or specific to the Individual Procurement	Individuals & Corporations	No set duration	Discretionary	Administrative and Judicial	May exculpate. May reduce duration imposed
SETTLEMENT AGREEMENT: No Settlement							
CRIMINAL REFERRAL: Permitted							
MONETARY REMEDIES: No							

INTERNATIONAL ORGANIZATIONS

JURISDICTION: INTER-AMERICAN DEVELOPMENT BANK GROUP

Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized	Agency-wide	Individuals & Corporations	No set duration	Automatic	Administrative	May exculpate or mitigate

SETTLEMENT AGREEMENT: Public**CRIMINAL REFERRAL:** Permitted**MONETARY REMEDIES:** Yes

JURISDICTION: UNHCR

Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized	All UN Agencies (except exclusions merely based on poor performance)	Corporations	1 month-5 years	Automatic	Administrative	May reduce duration imposed

SETTLEMENT AGREEMENT: Confidential**CRIMINAL REFERRAL:** Yes**MONETARY REMEDIES:** Yes

JURISDICTION: WORLD BANK CORPORATE PROCUREMENT

Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized	All WBG Vendor Contracts	Individuals & Corporations & Sole Proprietors	No set duration (default is 3 years)	Automatic	Administrative	May exculpate or mitigate. May reduce duration imposed

SETTLEMENT AGREEMENT: Confidential**CRIMINAL REFERRAL:** Yes**MONETARY REMEDIES:** Yes

JURISDICTION: WORLD BANK SANCTIONS SYSTEM

Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized	All WBG-Financed Activities	Individuals & Corporations	No set duration (default is 3 years)	Automatic	Administrative	May exculpate or mitigate. May reduce duration imposed

SETTLEMENT AGREEMENT: Public**CRIMINAL REFERRAL:** Yes**MONETARY REMEDIES:** Yes

LATIN AMERICA

JURISDICTION: BRAZIL

Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized Agency; Judicial	Government-wide	Individuals & Corporations	1-10 years	No	Administrative or Judicial	May exculpate or mitigate

SETTLEMENT AGREEMENT: Public**CRIMINAL REFERRAL:** Permitted, but uncommon**MONETARY REMEDIES:** No

JURISDICTION: COSTA RICA

Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized, Contracting Officer	Government-wide or Agency-wide	Individuals & Corporations	2-10 years	No	Administrative or Judicial	N/A

SETTLEMENT AGREEMENT: No Settlement**CRIMINAL REFERRAL:****MONETARY REMEDIES:**

JURISDICTION: COLOMBIA

Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized; Judicial	Government-wide	Individuals & Corporations	5+ years	Automatic for Corruption	Administrative or Judicial	May mitigate. May reduce duration imposed

SETTLEMENT AGREEMENT: Public**CRIMINAL REFERRAL:** Yes**MONETARY REMEDIES:** Yes

JURISDICTION: EL SALVADOR

Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Agency	Government-wide	Individuals & Corporations	1-5 years	No	Administrative and Judicial	N/A

SETTLEMENT AGREEMENT: No Settlement**CRIMINAL REFERRAL:****MONETARY REMEDIES:** Yes

JURISDICTION: GUATEMALA							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized; Agency; Judicial	Government-wide	Individuals & Corporations	1-5 years	No	Administrative and Judicial	N/A
SETTLEMENT AGREEMENT: No Settlement							
CRIMINAL REFERRAL:							
MONETARY REMEDIES: Yes							
JURISDICTION: HONDURAS							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Contracting Officer	Individual Procurement	Individuals & Corporations	1-5 years	Discretionary	Administrative and Judicial	May exculpate
SETTLEMENT AGREEMENT: No Settlement							
CRIMINAL REFERRAL:							
MONETARY REMEDIES:							
JURISDICTION: NICARAGUA							
Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized	Government-wide	Individuals & Corporations	1-3 years	No	Administrative	No
SETTLEMENT AGREEMENT: No Settlement							
CRIMINAL REFERRAL:							
MONETARY REMEDIES:							

NORTH AMERICA

JURISDICTION: CANADA

Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Centralized	Government-wide	Individuals & Corporations	5-10 years	Discretionary	Judicial	May reduce duration imposed

SETTLEMENT AGREEMENT: Public**CRIMINAL REFERRAL:** Unclear**MONETARY REMEDIES:** No

JURISDICTION: USA

Jurisdiction-wide Exclusion	Decision-makers	Effect of exclusion	Types of excluded suppliers	Duration of exclusions	Cross-debarment	Appellate review	Compliance as remedial agreement
Yes	Agency	Government-wide	Individuals & Corporations	Up to 3 years, longer if warranted	No	Administrative and/or Judicial	May exculpate or mitigate. May reduce duration imposed

SETTLEMENT AGREEMENT: Public**CRIMINAL REFERRAL:** Yes**MONETARY REMEDIES:** Yes

APPENDIX 3: GROUND FOR EXCLUSION TABLE

Automatic Discretionary Not Applicable

	Corruption	Fraud	Collusion	Coercion	Obstruction	Theft or Embezzlement	Money Laundering	Tax Offenses	Human Trafficking	Labor Offences	Social Harm	Environment Harm	Terrorist Offenses	Commercial Regulatory Violation	Organized Crimes	Poof Performance	Bankruptcy	Conflic of Interest	Grave professional misconduct	Others
AFRICA																				
EGYPT, ARAB REPUBLIC OF	Automatic	Automatic	Automatic	Automatic	Automatic	Automatic	Automatic	Automatic	Automatic	Automatic	Automatic	Not Applicable	Not Applicable	Not Applicable	Automatic	Discretionary	Not Applicable	Discretionary	Discretionary	Conspiracy
NIGERIA	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Automatic	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Discretionary	Discretionary	Not Applicable	Discretionary	Discretionary	Contravention of Procurement Act
SOUTH AFRICA	Automatic	Automatic	Automatic	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Automatic	Automatic	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Automatic	Discretionary	Not Applicable	Discretionary	Discretionary	
ASIA PACIFIC																				
AUSTRALIA	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Not Applicable	Not Applicable	Automatic	Not Applicable	Not Applicable	Discretionary	Not Applicable	Not Applicable	Discretionary	Discretionary	Discretionary	Discretionary	
CHINA	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Not Applicable	Automatic	Automatic	Automatic	Discretionary	Automatic	Discretionary	Discretionary	
HONG KONG SAR, CHINA	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Not Applicable	Discretionary	Discretionary	Not Applicable	Automatic	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	Discretionary	
INDIA	Automatic	Automatic	Discretionary	Automatic	Automatic	Automatic	Automatic	Automatic	Automatic	Automatic	Discretionary	Discretionary	Automatic	Discretionary	Automatic	Discretionary	Automatic	Discretionary	Discretionary	
INDONESIA	Automatic	Automatic	Automatic	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Automatic	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Automatic	Discretionary	Not Applicable	Discretionary	Discretionary	Unacceptable withdrawal

	Corruption	Fraud	Collusion	Coercion	Obstruction	Theft or Embezzlement	Money Laundering	Tax Offenses	Human Trafficking	Labor Offences	Social Harm	Environment Harm	Terrorist Offenses	Commercial Regulatory Violation	Organized Crimes	Poop Performance	Bankruptcy	Conflic of Interest	Grave professional misconduct	Others
ASIA PACIFIC																				
JAPAN																				
KOREA, REPUBLIC OF																				Harm to the State
SINGAPORE																				Winding up, dishonest and Moral turpitude
VIET NAM																				
WESTERN AUSTRALIA																				
EUROPE																				
ESTONIA																				Illegal alien labor, violation of an international or domestic sanction
FRANCE																				Narcotics Trafficking
GERMANY																				
GREECE																				
ITALY																				Anti-Mafia measure
NETHERLANDS																				Liquidation, Distortion
POLAND																				

	Corruption	Fraud	Collusion	Coercion	Obstruction	Theft or Embezzlement	Money Laundering	Tax Offenses	Human Trafficking	Labor Offences	Social Harm	Environment Harm	Terrorist Offenses	Commercial Regulatory Violation	Organized Crimes	Poof Performance	Bankruptcy	Conflic of Interest	Grave professional misconduct	Others
EUROPE																				
SERBIA																				
SWEDEN																				
UNITED KINGDOM																				Threat to national security, competition law infringements,
INTERNATIONAL ORGANIZATIONS																				
EU DIRECTIVE																				
INTER-AMERICAN DEVELOPMENT BANK GROUP																				Misappropriation of funds
UNHCR																				
WORLD BANK CORPORATE PROCUREMENT																				
WORLD BANK SANCTIONS SYSTEM																				

International

Africa

Asia-Pacific

Europe

Latin America

North America

	Corruption	Fraud	Collusion	Coercion	Obstruction	Theft or Embezzlement	Money Laundering	Tax Offenses	Human Trafficking	Labor Offences	Social Harm	Environment Harm	Terrorist Offenses	Commercial Regulatory Violation	Organized Crimes	Poof Performance	Bankruptcy	Conflic of Interest	Grave professional misconduct	Others
LATIN AMERICA																				
BRAZIL																				Lack of trust-worthiness
COLOMBIA																				
COSTA RICA																				Participating in a tender while excluded
EL SALVADOR																				Illegal incorporation by foreign companies, insider trading, outstanding debt to the municipality
GUATEMALA																				
HONDURAS																				
NICARAGUA																				Obtain Confidential Information, Noncompliance to Contractual Guarentees, Participation in tender while prohibited
NORTH AMERICA																				
CANADA																				
USA																				Violations of regulation (e.g., the Clean Air Act and Clean Water Act, Buy America), catch-all



