

20 May 2025

# REQUEST FOR PROPOSAL

## in the procurement of business support services for NIR staff: HR, payroll and administrative services and office solutions

The International Council of Swedish Industry (Näringslivets Internationella Råd, 'NIR') requests your proposal for **business support services for NIR staff: HR, payroll and administrative services and office solutions**, as detailed in this Request for Proposal (RFP). The RFP includes:

- Instructions for submitting a proposal
- Terms of Reference (Annex A)
- Self-Declaration (Annex B)
- NIR's Code of Conduct (Annex C)

## 1. Overview

<b>Project title:</b>	Business support services for NIR staff: HR, payroll and administrative services and office solutions
<b>Geographical area:</b>	Colombia, Kenya and Vietnam; additional countries might be added during the service period
<b>Executing Organisation:</b>	International Council of Swedish Industry (Näringslivets Internationella Råd)
<b>Duration:</b>	1 July 2025 through 2028, with the possibility of extending the service period and contract

NIR is a membership-based non-profit organisation with its Secretariat in Stockholm, Sweden. NIR represents some of Sweden's largest exporting companies and the financial sector, and designs and runs development cooperation programs funded by the Swedish International Development Cooperation (Sida). Within some of NIR's Sida-funded programmes, NIR has in-country staff running operations in markets outside of Sweden. This includes the Swedish Workplace Programme (SWP) and Responsible and Sustainable Mining in Latin America (MARS). SWP is implemented globally and has staff in Colombia, Kenya, South Africa and Vietnam. MARS is implemented regionally and has staff in Colombia. For more information about NIR as an organisation and its operations, see our 2024 Annual Report [here](#).

Please refer to the Terms of Reference (Annex A) for a more detailed description of the services to be procured.

## 2. Duration

The service period and contract will start on 1 July 2025. The expiration date of the service period and contract will be determined in agreement by NIR and the service provider, and in accordance with NIR's agreements with Sida which regulate the completion dates of our program funding.

NIR's current agreement with Sida for MARS runs until 30 June 2027, and the agreement for SWP currently under negotiations with Sida is expected to run until 31 December 2028. Note, however, that programs are often extended by Sida beyond the initial agreement period. Therefore, the service period and contract may be extended based upon an extension of NIR's agreements with Sida.

### **3. Contract value**

The maximum value of the contract is 20,000 Swedish Krona (SEK) per staff member/month, excluding VAT, for the required services in the Service Specifications included in the Terms of Reference (Annex A).

The maximum value of the contract could be increased if NIR decides to also include the additional services in the Service Specifications included in the Terms of Reference (Annex A).

Currently, the contract will include services to be provided for nine (9) NIR staff. However, NIR may opt to extend the services to be provided to additional staff.

This service will be paid for by NIR with Sida funding. In the case where Sida does not release funds to NIR, NIR reserves the right to end the service contract.

### **4. Procurement Procedures**

The contract concerns a service procurement which is based on an agreement between Sida and NIR. The procurement procedure shall be in accordance with NIR's Procurement Guidelines.

#### **a. Costs**

The tenderer shall bear all costs associated with the preparation and submission of its tender.

#### **b. Language**

The tender documents are available in English. Should the tenderer wish to obtain the tender documents in another language, they shall themselves arrange for their translation and bear the costs thus incurred.

#### **c. Full tender required**

Partial tenders are not acceptable as the contract requires a coherent approach for service delivery and the division of services into parts would increase the transaction costs.

#### **d. Consortium, joint ventures and sub-contracting**

In the case of a consortium, each member of the consortium shall be jointly and severally liable to NIR for the performance of the contract.

The formation of joint ventures is allowed and a proposal shall be signed by all partners of the joint venture, so as to legally bind all partners, jointly and severally, and any proposal shall be submitted with a copy of the joint venture agreement providing for joint and several liabilities with respect to the contract, including the nomination of the lead firm of the joint venture.

In the case of sub-contracting, the tenderer shall assume full liability towards NIR for the performance of the contract as a whole. The tenderer shall also inform which part of the contract will be performed by a subcontractor(s) and provide detailed information of the named subcontractor(s).

NIR selects one contractor and concludes a contract with that contractor. The amount of services to be supplied is an estimate and does not form an obligation for NIR to buy that amount of services.

#### **e. Confidentiality**

The procurement procedure is confidential from the time the tenderer receives the RFP to the notification of the award.

#### **f. Validity of proposal**

The tender documents shall be valid during sixty (60) days after submittal. During this period, the tenderer shall maintain its original tender documents without any change, including but not limited to the availability of the proposed experts, the proposed rates and the total price.

#### **g. Retention of submitted tender documents**

Unsuccessful tenders will be kept for five (5) years from the tender submission deadline. This includes the retention of all the tender documents, the originals of all tenders, the tender evaluation form and any related correspondence. The retention of such documents will be in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

## **5. Additional Information and Clarification During the Competition**

To ensure objectivity regarding the tendering process, tenderers should only contact NIR during the time reserved for asking additional information by e-mail as stated below.

During the competition, tenderers may request additional information by e-mailing questions addressed to Alessandra Cornale, Programme Director, at [tenders@nir.se](mailto:tenders@nir.se). The subject of the e-mail must have the reference "NIR Business Support Services". **Tenderers may submit written questions no later than Monday, 12 June at 16:00 CEST.** Questions must be presented in English. Only queries made by e-mail to the contact person will be considered.

The queries will be answered no less than ten (10) days prior to the deadline by publication on NIR's website at: <https://nir.se/tender-alert/>. Each tenderer is responsible for considering the additional information and/or clarification provided on NIR's website in its tender.

## **6. Selection Method**

In accordance with NIR's Procurement Guidelines, this procurement procedure is based on an open procedure and all economic operators may submit a tender in accordance with the procedures specified herein. The tenderer that complies with all requirements, meets the evaluation criteria to the greatest extent and offers the best price-quality ratio shall be selected and awarded the contract.

## 7. Contents of the Proposal

The tender shall consist of the following two parts: (1) the technical proposal, including how the tenderer meets the required specifications in the Terms of Reference (Annex A) (hereinafter referred to as the 'Technical Proposal') and (2) the economic and financial proposal (hereinafter referred to as the 'Financial Proposal').

The tenderer may not submit any other written material except as specified below.

### a. Technical Proposal

The Technical Proposal shall include the following contents, which shall not exceed the maximum number of pages indicated in the table below. The Self-Declaration (Annex B) shall be completed and submitted as part of the Technical Proposal. No financial information should be included in the Technical Proposal.

	Technical Proposal contents	Max # of pgs.
1.	Table of contents	1
2.	Description of why the tenderer's organisation is a suitable service provider, including all contact information of the organisation	1
3.	Explanation on how the tenderer will provide the services specified and meet the requirements stated in the Terms of Reference (Annex A)	10
8.	Two references	1
9.	Self-Declaration (Annex B) and attached documentary proof	/
Total number of pages for the Technical Proposal (excluding CVs)		13

### b. Financial Proposal

The Financial Proposal shall be prepared using the tenderer's own template. The tenderer shall express the price for its services in Swedish Krona (SEK), as payments will be made in this currency.

The Financial Proposal must include a breakdown of the following:

1. All costs related to the required services in the Service Specifications included in the Terms of Reference (Annex A), including the individual following cost items: (1) HR and payroll; (2) office solutions; and (3) administration for reimbursement of staff-related work expenses.
2. All costs related the additional services in the Service Specifications included in the Terms of Reference (Annex A), including the individual following cost items: (1) administration for reimbursement of staff-related travel expenses; and (2) travel support services.
3. Any applicable in-country VAT should be listed separately.

## 8. Submission of Proposals

**Proposals must be submitted no later than Monday, 23 June at 16:00 CEST.** No submitted tender documents will be opened until after this date and time. Proposals submitted after the deadline for submission will not be opened and deleted.

**The tender documents shall be submitted via e-mail to: [tenders@nir.se](mailto:tenders@nir.se)**

Both the Technical and Financial Proposals shall be submitted electronically in two separate e-mails and an authorised representative of the tenderer shall sign the Technical and Financial Proposals and initial all pages. The Technical Proposal document shall be named "NIR Business Support Services" and include the completed Self-Declaration (Annex B). The subject line of the e-mail containing the Technical Proposal shall be "Technical Proposal/NIR Business Support Services". The Financial Proposal shall be named "Financial Proposal/NIR Business Support Services". The subject line of the e-mail containing the Financial Proposal shall be "Financial Proposal/NIR Business Support Services".

The total size of each e-mail should not exceed 20mb and if the Technical Proposal exceeds this size the tenderer shall provide a link to a shared drive folder to [tenders@nir.se](mailto:tenders@nir.se).

## 9. Opening of Tenders

The formal opening of tenders and recording of the received proposals will occur on Tuesday, 24 June at 9:00 CEST.

## 10. Processing of Tenders

The contract award procedure will progress in the following steps:

1. Opening of Technical Proposals as soon as possible after the closing of the time for submission and recording of received proposals in a tender opening form, signed by two officials. The Financial Proposals will remain unopened until completion of the technical evaluation.
2. Verifying the Self-Declaration and suitability of the tenderers, including ensuring that a tenderer does not satisfy any grounds for exclusion. The tenderers who do not fulfil the suitability criteria will be excluded and the Financial Proposal will not be opened and deleted.
3. Evaluation of Technical Proposals by the evaluation committee. The tenderers that do not receive the minimum technical points required will be excluded and the Financial Proposal will not be opened and deleted.
4. Evaluation of the Financial Proposal by the evaluation committee.
5. Interviews by the evaluation committee, if deemed necessary.
6. Ranking of proposals by the evaluation committee and preparation of tender evaluation report.
7. Contract award decision and notification.
8. Signing of the contract.

## 11. Selection Criteria and Evaluation of Proposals

The selection criterion is the best price-quality ratio. The weight of the tenders is:  
**technical proposal = 75%** and **financial proposal = 25%**.

The evaluation of the Technical and Financial Proposals will be conducted by an evaluation committee, comprised of at least three (3) members with all the technical and administrative capacities necessary to give an informed opinion on the proposals. The tenderer with the highest combined score as calculated below shall be invited for negotiations.

### **a. Technical Proposal (weight 75%)**

The maximum total points for the Technical Proposal is **one hundred (100) points**. A tenderer must receive a minimum of seventy (70) technical points for the tenderer's Financial Proposal to be opened and weighed.

The points for the technical proposal are designated as follows:

#### **Organisational Expertise (max 100 points)**

- Ability to provide: employment contract that abides by all country specific labour laws and regulations, including salary, taxes, social fees, insurance, holiday compensations (if applicable) and pension provisions; HR and payroll services, including management of salaries, taxes, social security, health insurance and pension provisions; office solutions, including physical working space with workstation as well as access to conference and meeting facilities, printer and internet; and administration for reimbursement of staff-related work expenses **(40 points)**
- Previous experience of providing the services requested in Kenya, Colombia and Vietnam **(30 points)**
- Established office safety and security regulations and routines that would be applicable to the NIR staff **(10 points)**
- Additional countries where services can be provided beyond Kenya, Colombia and Vietnam, extra points awarded for proof of providing the services requested in additional low- and middle-income countries **(20 points)**

#### **Self-Declaration**

No points are allocated to the Self-Declaration (Annex B), but it will be assessed to ensure that the tenderer is suitable for the services. Discrepancies in the Self-Declaration will disqualify a tenderer and the Financial Proposal will not be opened and deleted.

### **b. Financial Proposal (weight 25%)**

The price comparison will be performed based on the Financial Proposal. The evaluated price is the competitive component as specified in the Financial Proposal.

### **c. Interview**

If deemed necessary, NIR may choose to interview tenderers to present their proposal and to answer verifying questions raised by the evaluation committee. The interviews will be held virtually and conducted in English.

## **12. Grounds for Exclusion**

In accordance with NIR's Procurement Guidelines, a tenderer may be excluded at any time from the procurement procedure if it meets any of the following:

- 1) It is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- 2) It has been established by a final judgment or a final administrative decision that a tenderer is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which a tenderer belongs, or by having engaged in any

wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:

- i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
  - ii) entering into agreement with other economic operators with the aim of distorting competition;
  - iii) violating intellectual property rights;
  - iv) attempting to influence the decision-making process of a contracting party during the procurement procedure; or
  - v) attempting to obtain confidential information that may have conferred undue advantages in the procurement procedure;
- 3) It has been established by a final judgment or a final administrative decision that a tenderer is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
  - 4) It has been established by a final judgment that a tenderer, or persons having powers of representation, decision making control over them, are guilty of any of the following: fraud, corruption, involvement in a criminal organisation, money laundering, terrorist financing, child labour (or any other forms of trafficking in human beings) or any other illegal activity detrimental to Sweden, Sida or NIR's interests;
  - 5) A tenderer has shown significant deficiencies in complying with main obligations in the performance of a contract financed by Sida or NIR, which has led to the early termination of a legal commitment or to the application of liquidated damages or other contractual penalties or which has been discovered following checks and audits or investigations; or
  - 6) A tenderer, its subsidiary, another company belonging to the same group of companies, a consortium partner or other affiliate are found on the list of EU restrictive measures. The lists of persons, groups or entities subject to the EU restrictive measures are published on the following website: [www.sanctionsmap.eu](http://www.sanctionsmap.eu).

As part of its tender, the tenderer must complete the Self-Declaration (Annex B), verifying that it does not meet any of these grounds for exclusion.

#### **a. NIR's Code of Conduct**

Tenderers shall adhere to NIR's Code of Conduct (Annex C) during the procurement procedure. NIR reserves the right to exclude a tenderer for any actions taken during the procurement procedure that are contrary to NIR's Code of Conduct.

## **13. Withdrawal or Cancelling of request for proposals**

NIR may only withdraw or cancel the request for proposals or reject all tenders in exceptional circumstances, such as when there is a lack of effective competition, where the budget is extensively exceeded or where there is a lack of suitable tenders. If this were to occur, NIR shall send notice of withdrawal or cancelling of the request for proposal or the rejection of all tenders to all participating tenderers at the same time.

## **14. Award of Contract**

NIR will send a notice on the contract award decision to all tenderers at the same time. **The contract award notification will be made no later than Monday, 30 June at 16:00 CEST.**

NIR will justify without undue delay the contract award in writing to tenderers that request more detailed information, such as the tender evaluation report. A request for such justification shall be made via e-mail to Alessandra Cornale, Programme Director, at [alessandra.cornale@nir.se](mailto:alessandra.cornale@nir.se).

## **15. Contract**

Upon the award notification, the draft contract will be shared with the tenderer awarded the contract.

## **16. Appeal**

Tenderers may file a complaint with NIR in the instance a tenderer believes there has been an error or irregularity during the award process. NIR will respond to the complaint within a reasonable time period, and inform Sida where required. The tenderer may have recourse under Swedish law if the tenderer is not satisfied with the outcome of this procedure. Complaints may be made via e-mail to Lauren McIntosh, Senior Compliance Officer, at [lauren.mcintosh@nir.se](mailto:lauren.mcintosh@nir.se).

## **ANNEX A - TERMS OF REFERENCE**

## ANNEX A

### Terms of Reference

**in the procurement of business support services for NIR staff: HR, payroll and administrative services and office solutions**

### Background

The International Council of Swedish Industry (Näringslivets Internationella Råd) (NIR), is a pioneering and purpose-driven non-profit organisation, owned and governed by its members which represent some of Sweden's largest exporting companies and the financial sector. NIR's mission is to improve business conditions in complex markets. NIR's long-term goal is to improve conditions for doing sustainable business and promote sustainable and inclusive economic development in low- and middle-income countries.

As an implementing partner to the Swedish International Development Cooperation Agency (Sida), NIR runs development cooperation programs funded by Sida. NIR's HQ is in Stockholm, Sweden, and NIR also has staff located outside of Sweden to implement in-country operations. In 2025, this includes the Swedish Workplace Programme (SWP) and Responsibility and Sustainability in Latin American Mining (MARS). SWP currently has staff in Colombia, Kenya and Vietnam, but may expand to additional low- and middle-income countries in the coming years. MARS is implemented regionally in Latin America and currently has staff in Colombia.

SWP promotes decent work through practical workplace collaboration and dialogue between management and employees. By engaging with companies, trade unions and other relevant stakeholders, human rights risks are reduced and conflicts mitigated which contributes to more responsible business conduct. MARS promotes responsibility in mining regionally in Latin America by supporting stakeholders in the region to adapt to and implement sustainability standards through capacity development.

As of 2025, SWP plans to have two (2) staff in each of the following countries – Colombia, Kenya and Vietnam – for a total of six (6) NIR staff outside of Sweden. As of 2025, MARS has three (3) staff in Colombia. In 2025, NIR plans to have nine (9) staff covered by the services being requested. Apart from office safety and security regulations and routines provided as part of the services, the staff are managed by NIR HQ.

NIR's current agreement with Sida for MARS runs until 30 June 2027, and the agreement for SWP currently under negotiations with Sida is expected to run until 31 December 2028. Note, however, that programs are often extended by Sida beyond the initial agreement period. Therefore, the service period and contract may be extended based upon an extension of NIR's agreements with Sida.

For more information about NIR as an organisation and its operations, see our 2024 Annual Report [here](#).

## Scope of the Services

The service provider awarded the contract for these services (“the Service Provider”) will provide the business support services requested for the following from 1 July 2025:

- Up to six (6) staff for SWP, two (2) staff in each office in Colombia, Kenya and Vietnam, until 31 December 2028 (with the possibility of extension).
- Up to four (4) staff for MARS in Colombia until 30 June 2027 (with the possibility of extension).

Note that NIR’s operations are global and growing. Additional staff might be hired in additional low- and middle-income countries in addition the staff outlined above.

## Service Specifications

The Service Provider will provide the below business support services for NIR staff in Kenya, Colombia and Vietnam for the number of staff and during the time frames indicated above in the Scope of the Services. This will include the Service Provider signing an employment contract with the NIR staff on behalf of NIR.

**The Service Provider is required to provide the following services:**

1. Employment contract that abides by all country specific labour laws and regulations, including salary, taxes, social fees, insurance, holiday compensations (if applicable) and pension provisions.
2. HR and payroll services, including management of salaries, taxes, social security, health insurance and pension provisions.
3. Office solutions, including physical working space with workstation as well as access to conference and meeting facilities, printer and internet. The office solution services must include that the staff is covered by the Service Provider’s office security and safety policies and routines.
4. Administration of reimbursement of staff-related work expenses.

**The Service Provider should indicate whether it can provide the following additional services:**

1. Administration of reimbursement of staff-related travel expenses.
2. Travel support services, including use of the Service Provider’s travel agency/arranger.

## Requirements of the Service Provider

The Service Provider is required to provide proof of the following:

1. Business registration in Kenya, Colombia and Vietnam.
2. Sound economic and financial status (proof to be submitted as part of the Self-Declaration requirements, *see* Annex B).
3. Adherence to labour laws in the applicable countries.
4. Documented experience in managing the services requested.
5. Designated staff with knowledge of local labour laws, acts, regulation and procedures.
6. Maintaining highest standards of confidentiality and professionalism and sound judgment.
7. Adhering to IAS accounting principles.
8. Two references from clients within the past five (5) years where similar services were provided.
9. List of all countries where the services being requested are offered.

## **ANNEX B – SELF DECLARATION**

## SELF-DECLARATION

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The following Self-Declaration shall be completed by the tenderer being considered to act for or on behalf of Näringslivets Internationella Råd (NIR) (The International Council of Swedish Industry, in English) in providing expert advice, executing projects and/or similar services or supplying goods. The completion of this Self-Declaration by the tenderer is required before NIR enters into any contract or agreement. This Self-Declaration will be incorporated into the contract or agreement.

### 1. General Company Information

Name of Entity: \_\_\_\_\_

Type of Entity: \_\_\_\_\_

Address of Registration: \_\_\_\_\_

Address 2: \_\_\_\_\_

City/State/Province: \_\_\_\_\_

Country: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Country of Operation: \_\_\_\_\_

Website: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name/Title of Individual with Authority to Sign for the Organisation:

\_\_\_\_\_

VAT Identification Number: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_

### 2. Owners/Principals (ownership percentage must total 100%; if publicly traded, all shareholders holding 10% or more must be listed individually):

Name	Ownership %	Nationality

### 3. Members of the Board of Directors:

Name	Position	Nationality

**4. Members of senior management:**

Name	Title	Nationality

**5. Managers and employees who will or may work on matters pertaining to the services:**

Name	Title	Nationality

**6. Will services be provided through a sub-contractor, joint venture or consortium?**

Yes		No	
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**a. If yes, please indicate which type of partnership will be undertaken.**

	<b>Mark with an X</b>
<b>Sub-contract</b>	
<b>Joint venture</b>	
<b>Consortium</b>	

**b. If applicable, please indicate the other consultants/suppliers who will or may be sub-contracted or part of a joint venture or consortium to perform services:**

Name	Company	Title	Nationality

**7. Is any owner, director, officer, manager or key employee listed above, acting in an official capacity of any government body or government-controlled entity related to the services in any way?**

<b>Yes:</b>		<b>No:</b>	
If yes, please explain how:			

**8. Has the entity or any person listed above, to the best of your knowledge, been investigated, charged or convicted of any financial crime by any authority?**

<b>Yes:</b>		<b>No:</b>	
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**9. Has the entity or any person listed above to the best of your knowledge, been subject to national, regional or global sanctions or debarments, such as by the EU, UN, World Bank, EBRD, US authorities, IDB, ADB, AfDB, etc.?**

<b>Yes:</b>		<b>No:</b>	
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**10. Are there any actual, potential or perceived conflicts of interest in relation to this procurement by the entity or any persons listed above?**

<b>Yes:</b>		<b>No:</b>	
If yes, please explain:			

\* A conflict of interest is a situation in which a party has interests that could improperly influence the activities of NIR, as well as that party's performance of duties or responsibilities, contractual obligations or compliance with applicable laws and regulations.

**11. Tenderers will be excluded from the procurement procedure if it is established that the tenderer or any individual listed above:**

- 1) Is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- 2) Has been established by a final judgment or a final administrative decision that a tenderer is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which a tenderer belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:
  - i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
  - ii) entering into agreement with other economic operators with the aim of distorting competition;
  - iii) violating intellectual property rights;
  - iv) attempting to influence the decision-making process of a contracting party during the procurement procedure; or
  - v) attempting to obtain confidential information that may have conferred undue advantages in the procurement procedure;
- 3) Has been established by a final judgment or a final administrative decision that a tenderer is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- 4) Has been established by a final judgment that a tenderer, or persons having powers of representation, decision making control over them, are guilty of any of the following: fraud, corruption, involvement in a criminal organisation, money laundering, terrorist financing, child labour (or any other forms of trafficking in human beings) or any other illegal activity detrimental to Sweden's or Sida's interests;

- 5) Has shown significant deficiencies in complying with main obligations in the performance of a contract financed by Sida or NIR, which has led to the early termination of a legal commitment or to the application of liquidated damages or other contractual penalties or which has been discovered following checks and audits or investigations; or
- 6) Is found on the list of EU restrictive measures. The lists of persons, groups or entities subject to the EU restrictive measures are published on the following website: [www.sanctionsmap.eu](http://www.sanctionsmap.eu). This applies to a tenderer, its subsidiary, another company belonging to the same group of companies, a consortium partner or other affiliate.

**12. In support of this Self-Declaration, the tenderer must submit the following documentary proof to qualify and verify its suitability:**

1. Registration by a national registrars of companies (the Swedish Companies Registration Office (SCRO) or a corresponding national official register for non-Swedish firms).
2. Registration for declaration and payment of value added tax or a similar sales tax in accordance with national legislation.
3. Proof of declaration of preliminary taxes for staff and employee contributions.
4. Financial statements for the last three years, including proof that the tenderer's organisation is free from debts regarding taxes and social security contributions.
5. In the case of sub-contracting or a joint venture or consortium, the following must be attached: (1) a copy of the agreement establishing the partnership and (2) certificates of business registration issued by valid authorities for any sub-contracted party or any party of the of the consortium or joint-venture that may perform the services.

A firm not registered by the SCRO or by a corresponding national official register as well as one not registered for declaration and payment of value added tax in accordance with national legislation shall be excluded from participation in the tender proceedings.

**NIR reserves the right to exclude a tenderer from the procurement process for any other grounds it may deem to warrant such exclusion.**

**The undersigned understands that a false statement or failure to disclose any relevant information which may impact upon NIR's decision to award a contract may result in the disqualification of the undersigned from the bidding exercise and/or the withdrawal of any offer of a contract with NIR. Furthermore, in case a contract has already been awarded, NIR shall be entitled to rescind the award with immediate effect, in addition to any other remedies which NIR may have by contract or by law.**

**I hereby declare to NIR that it has not been established that I, or any entity or person listed above, satisfy any of the stated grounds for exclusion from the procurement process.**

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**Signature**

**Name/Title:**

**Date:**

## **ANNEX C – NIR’S CODE OF CONDUCT**

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## **NIR Code of Conduct**

Adopted by the Board of Directors on 19 March 2025

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Improving business conditions in complex markets.

## The purpose of this Code

NIR improves the conditions for conducting economically, socially and environmentally sustainable business in complex markets. As a membership-based non-profit organisation, NIR represents some of Sweden's largest exporting companies and the financial sector. As a nexus between aid and trade, NIR often partners with other Swedish stakeholders such as the Swedish International Development Cooperation Agency (Sida) and the Swedish Ministry for Foreign Affairs. Through these partnerships, NIR manages public funds which requires a heightened duty of care.

As NIR is uniquely positioned to represent its members and Swedish business values and principles in complex markets, we must always uphold the highest ethical and professional standards and act responsibly and sustainably. When representing NIR in partner countries, we contribute to building Sweden's legacy. Therefore, the highest ethical and professional standards must be our hallmark.

The purpose of this Code of Conduct (hereinafter referred to as this 'Code') is to define those standards, clarify responsibilities and guide us in ensuring that we always conduct ourselves ethically and responsibly in carrying out our mission.

## Who does this Code apply to?

This Code applies to all persons working on behalf of or representing NIR, including all employees, the Board of Directors when representing NIR<sup>1</sup>, consultants and other implementing partners. Our in-country partners (beneficiaries) should be made aware of this Code and understand how to respond if this Code is violated by persons working on behalf of or representing NIR.

The CEO of NIR is responsible for ensuring that this Code is fully communicated and properly implemented. All persons employed by NIR are individually responsible for understanding and complying with this Code. A lack of understanding of this Code is not an excusable reason for non-compliance.

Any violations of this Code, NIR's policies or the law by a person working for or on behalf of NIR may result in NIR facing criminal and/or financial sanctions. It could also result in the individual facing criminal prosecution and/or disciplinary action, including termination if warranted, in accordance with the applicable regulations and laws. Further, violations of this Code, NIR's policies or the law could result in reputational damage. Upholding this Code therefore protects the reputation of NIR and its members. NIR reserves the right to review and terminate its relationship(s) with any partners who violate this Code and to take legal action, if deemed necessary.

Each person who this Code applies to has a duty to speak up and respond to a suspected or known incident which violates this Code, NIR's policies and guidelines and/or the law. See the section below, 'Speaking Up and Responding,' for how to do so.

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<sup>1</sup> NIR acknowledges that members of the Board of Directors are required to adhere to their respective organisational Code of Conduct. In cases of an inconsistency between this Code and a member's organisational Code, NIR acknowledges that the highest standard applies.

## **Acting ethically and professionally**

We have a duty to engage with others adhering to the highest ethical and professional standards. As NIR's activities are largely based on interacting with partners, stakeholders and other third parties, it is imperative that we manage all professional relationships ethically and responsibly. This includes communicating honestly, openly and clearly, respecting the confidentiality of our members and projects and managing budgets and spending funds with the utmost integrity. This also means creating equal opportunities in our business relations and partnerships and protecting human rights.

### **Communicating and engaging with others to the highest ethical and professional standards means:**

- Representing NIR and its members with the utmost ethical and professional personal behaviour, including treating everyone we encounter equally and with respect. This means being aware of who we interact with, what interests he/she represents and if there are any religious, cultural and political sensitivities that we should take into consideration.
- Meeting with public officials in a transparent way, which includes avoiding meeting with public officials alone in private settings and never offering or accepting gifts to or from public officials.
- Consuming alcohol during work hours should be limited to events where NIR employees and representatives have been invited in their official capacity and done in moderation and responsibly. Any use of illegal substances is prohibited.
- Protecting any confidential, sensitive and non-public information about NIR, its members and partners.
- Managing budgets and spending funds with integrity. Managing and spending public funds brings additional responsibilities and requires us to hold ourselves accountable by ensuring that funds are spent in the public interest and achieve the most value for the money.
- Always following our procurement and due diligence guidelines when choosing suppliers to ensure meeting our requirements for anti-corruption, conflicts of interest, sanctions, human rights, non-discrimination as well as social and environmental sustainability.
- Taking all necessary actions needed to create equal opportunities, such as including equal opportunity and non-discrimination clauses in partnership, consultancy and any other formal agreements.
- Avoiding any form of contact with organised crime.
- Supporting and protecting internationally recognised human rights, being aware of the human rights situation in the contexts where we work, ensuring we are not complicit in human rights abuses and immediately reporting any suspected or known

instances of human rights violations both internally and outside our organisation.

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### **Definitions:**

**Human rights** are rights inherent to all human beings, regardless of race, sex, nationality, ethnicity, language, religion, or any other status. Human rights include the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more. Everyone is entitled to these rights, without discrimination.

**Organised crime** is a continuing criminal enterprise that rationally works to profit from illicit activities that are often in great public demand. Its continuing existence is maintained through corruption of public officials and the use of intimidation, threats or force to protect its operations. It may include trafficking in people, drugs, illicit goods and weapons, armed robbery, counterfeiting and money laundering.

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## **Zero tolerance for bribery and corruption**

**NIR has zero tolerance for any form of bribery and corruption.**

Corruption undermines NIR's mission as it hinders economic and sustainable development, increases inequality, poverty and social division, weakens democracy, worsens the environmental crisis and erodes trust.

As a representative of Sweden and our members, we hold ourselves to the highest standards of transparency and fighting corruption and we have a duty and responsibility to support our in-country partners (beneficiaries) in combating corruption. This also includes avoiding any conflicts of interest and identifying and resolving any possible conflicts, which is vital to maintain trust.

### **A zero tolerance for bribery and corruption means:**

- Conducting the appropriate level of due diligence during procurement and when assessing and evaluating potential partners.
- Following the applicable laws, rules, regulations and guidelines during procurement and when entering into agreements. As an international organisation, this includes complying with any applicable national and local anti-bribery and anti-corruption laws.
- Never accepting or offering any gifts, entertainment, travel or accommodation from or to any party. Some exceptions exist, such as food and beverages or branded items at conferences, events and meetings and gifts of minimal value. In some instances, it might be considered impolite not to accept a gift offered and/or difficult to assess

value. In such situations, the gift should be reported to and registered by NIR's head of Compliance and held by the Secretariat.

- Preventing any conflicts of interest and immediately reporting any actual, potential or perceived conflict of interest. NIR's CEO, head of Compliance and/or Compliance Committee will determine how to respond to any actual, potential or perceived conflicts of interest with the utmost transparency.
- Preventing engaging in activities where personal benefits may arise from actions and decisions taken in his or her official capacity. Such personal benefits could be financial gains, favors, personal relationships or intimate relations.
- Immediately reporting any suspected or known instances of bribery, conflict of interest or corruption to a manager, NIR's CEO, head of Compliance or through NIR's anonymous Whistleblower function.

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### **Definitions:**

**Corruption** is an abuse/misuse of trust, power or position for improper gain for a person, organization, private company or other. Corruption can take many forms and includes among others, bribery, kickbacks, illegal gratuities, extortion, sextortion, facilitation payments, embezzlement, fraud, theft, favouritism and nepotism and conflicts of interest.

A **bribe** or **bribery** is an indirect or direct offer to pay, a payment, a promise to pay or the authorisation of any form of payment for an improper purpose. An improper purpose includes the influencing of an act or decision of another or securing any improper advantage over another.

**Nepotism** is a form of favouritism based on acquaintances and familial relationships whereby someone in an official position exploits his or her power and authority to provide a job or favour to a family member or friend.

A **conflict of interest** is any situation where the functions of a person acting on behalf of the organisation is or could be compromised for personal reasons, involving family, personal life, political affiliation, economic interest or any other shared interest with another person.

A **gift of minimal value** is anything under the value of 500 Swedish Krona. Gifts of minimal value may include, but are not limited to, small souvenirs or memorabilia, corporate merchandise such as pens and notepads and coffee or meals at meetings and conferences. This does not include other benefits, even if they are of low or no monetary value.

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For further guidance, see The Swedish Anti-Corruption Institute's **Code to Prevent Corruption in Business** (August 2020).

## Staying safe and being secure

We have a duty to properly assess and mitigate security risks to stay safe and be secure, safeguarding ourselves, NIR as an organisation and our partners. An international presence is at the core of NIR's mission, but this also brings significant security risks as we work and travel in complex environments and with partners from diverse backgrounds. Risks cannot always be avoided but should always be minimised to the greatest extent possible. Staying safe and being secure requires that we understand and mitigate personal safety risks, protect sensitive and confidential information and follow all IT security protocols.

### Staying safe and being secure means:

- Taking responsibility for my personal safety and security by following NIR's travel policies and guidelines and keeping up to date with the security situation in any country we plan to travel to or coordinate activities in on behalf of NIR.
- Always considering the security risks associated with travels, information and activities and how they could affect me, NIR as an organisation and our partners. This means taking into account the security recommendations of the Swedish Ministry for Foreign Affairs and local authorities, as well as partners when applicable.
- Being aware of who we interact with and any religious, cultural and political sensitivities which could compromise safety and security if not respected.
- Being aware of how my actions could put the safety and security of partners, interlocutors and other parties at risk. This includes properly assessing and mitigating any such risks.
- Never sharing sensitive information and protecting the information and data of NIR, our members and partners and other stakeholders with the utmost confidentiality and integrity. This includes being aware when holding telephone conversations in public spaces and leaving our computers open in meetings, public spaces and at the office.
- Never sharing sensitive information on social media that may put me, NIR, our members and partners or any other party at risk.
- Handling data, passwords, information and business agreements confidential in accordance with NIR's policies and guidelines and following IT security regulations, laws and local regulations.
- Immediately reporting any safety or security related incidents to my direct manager and/or NIR's CEO.
- Immediately contacting the appropriate authorities in emergency situations.
- Appropriately responding to any safety and security incidents and handling any reports related to such incidents responsibly and in a transparent way.

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### **Definitions:**

**Personal safety risks** include crime, health risks, natural disasters, transportation accidents, political instability, cultural misunderstandings and preparedness for emergency situations.

**Information security** refers to preserving the confidentiality, integrity and availability of information. Information security risks are potential events or actions that could negatively impact the confidentiality, integrity, or availability of an organisation's information. These risks can stem from various sources, including human errors, system failures, deliberate attacks or natural events.

**IT security** involves implementing security measures to protect information within information systems. IT security risks include phishing and malicious software, inadequate password management, neglecting software updates, unsecured mobile devices, poor handling of e-identification, lack of regular data backups and inadequate incident reporting.

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## **Promoting environmentally responsible practices**

Promoting environmentally sustainable business practices is a central pillar of NIR's mission which means that making environmentally responsible choices in carrying out our operations is of the utmost importance. As an international organisation promoting Swedish sustainable business practices, we also support our in-country partners (beneficiaries) in making environmentally responsible choices and contributing to achieving the 2030 Agenda for Sustainable Development. We aim to promote the importance of environmental responsibility and sustainable business practices in all our programmes, activities and partnerships.

### **Promoting environmentally responsible practices means:**

- Promoting and increasing the number of NIR's environmentally sustainable programmes and activities.
- Holding meetings virtually unless physical travel is necessary. When physical travel is deemed necessary, we choose to travel by the most environmentally friendly and cost-effective option.
- Minimising waste, including printing only when necessary.

## **Contributing to diversity, equity and inclusion**

### **NIR has zero tolerance for any form of discrimination.**

All individuals in our workplace and operations shall be treated equally, fairly and with respect, regardless of age, sex, race, ethnicity, national or social origin, disability, medical conditions, pregnancy, marital status, sexual orientation, gender or gender expression and/or religion, belief or religious background.

We run operations across the globe in many different countries with varying cultures, norms and legislations. We therefore each play an important role in contributing to an organisation that upholds the values of diversity, equity and inclusion, which are key for us in delivering on NIR's mission.

### **Contributing to a diversity, equity and inclusion means:**

- Never participating in or tolerating any form of discrimination.
- Always upholding fair working terms and conditions and being an equal opportunity employer.
- Always making decisions related to recruitment and hiring based on merit.
- Treating my colleagues equally and with respect.
- Actively seeking and valuing the perspective of others.
- Being aware of and fighting unconscious bias.
- Collaborating with my colleagues, contributing to their professional development, giving constructive feedback and engaging in a positive way.
- Immediately reporting any suspected or known acts of discrimination.

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### **Definitions:**

**Discrimination** is the mistreatment of any person based on age, sex, race, ethnicity, national or social origin, disability, medical conditions, pregnancy, marital status, sexual orientation, gender or gender expression and/or religion, belief or religious background.

An **equal opportunity** in our business relations and partnerships means never discriminating based on age, sex, race, ethnicity, national or social origin, disability, pregnancy, marital status, sexual orientation, gender or gender expression and/or religion, belief or religious background.

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## **Zero tolerance for harassment, including sexual exploitation, abuse and harassment**

**NIR has zero tolerance for any form of harassment, including sexual exploitation, abuse and harassment.**

We are committed to ensuring that our workplace and operations are free of any form of harassment, including sexual exploitation, abuse and harassment, or abuse of authority. Sexual exploitation, abuse and harassment are manifestations of power imbalances and abuse of power, and commonly associated with gender inequality. These types of manifestations of power imbalances go directly against our values and can result in supporting criminal activities, such as human trafficking. We prioritise the early detection of harassment, and prevention of harassment is all our shared responsibility.

### **A zero tolerance for harassment means:**

- Never using any kind of harassing or violent behaviour towards any other person.
- Never using a position of power to solicit sexual favors, gifts, payments or any other form of personal advantages.
- Never making purposely false or misleading allegations to harm someone.
- Never exchanging money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior.
- Never exploiting the vulnerability of any target group in any context of our operations. When working in a situation where children are involved, never acting in a way that may place a child at risk of abuse, sexually or otherwise.
- Striving to run our operations in a way that proactively protects children and minimises the risk of children being exposed to abuse, exploitation, injury or other violations of their rights. This includes avoiding talking to or touching children in ways that may be perceived as inappropriate or offensive, or making suggestions that may be perceived in such a way.
- Never initiating and engaging in any sexual activity with children (persons under the age of 18), regardless of consent or the age of majority. Being mistaken about a child's age is never a defense.
- Keeping the workplace free from any kind of pornographic materials and never using NIR's technical equipment to consume, purchase, sell, possess and/or distribute any form of pornography.
- Immediately reporting any suspected or known instances of harassment, including sexual exploitation, abuse and harassment, injury and/or physical or psychological violence.

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### **Definitions:**

**Harassment** is unwanted behaviour which you find offensive, or which makes you feel intimidated or humiliated. It can happen on its own or alongside other forms of discrimination. Unwanted behaviour includes spoken or written words or abuse, offensive emails or comments on social media, images, physical gestures and jokes.

**Sexual abuse** is the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. All sexual activity with children (as defined under the UN Convention on the Rights of the Child as any person under the age of 18) is sexual abuse, regardless of the age of majority or consent locally.

**Sexual exploitation** is any actual or attempted abuse by personnel (of a position of vulnerability, differential power or trust for sexual purposes, including profiting monetarily, socially or politically from the sexual exploitation of another). It is a broad term, but it includes transactional sex, solicitation of transactional sex and exploitative relationships.

**Sexual harassment** is any unwelcome conduct of a sexual nature that might reasonably be expected, or be perceived to cause offence or humiliation, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. Sexual harassment may occur in the workplace or in connection with work. While typically involving a pattern of conduct, sexual harassment may take the form of a single incident. In assessing the reasonableness of expectations or perceptions, the perspective of the person who is the target of the conduct shall be considered. Sexual harassment can take a variety of forms and may involve any conduct of a verbal, nonverbal or physical nature, including written and electronic communications.

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## **Speaking up and responding**

NIR's mission, activities and partnerships are built on trust and accountability between all parties and responding and speaking up is vital to maintaining those core values. This means that any person who this Code applies to has a duty and responsibility to immediately respond and speak up in any instance where it is suspected or known that this Code or NIR's policies have been breached and/or the law has been broken.

### **Reporting an incident**

If as an employee you are aware of a suspected or known incident that violates this Code and/or NIR's policies or breaks the law, you must immediately and formally report the incident in writing to your manager or any other manager you are more comfortable with, the head of Compliance or CEO. All managers have a duty to then immediately report the incident in

writing to the head of Compliance or CEO. Alternatively, you may use the Whistleblower function. If you are unsure as to whether an incident constitutes a breach of this Code or NIR's policies and/or is illegal, you may speak to your manager or the head of Compliance.

Any other person that this Code applies to must immediately report any such incident either in writing to the head of Compliance and/or CEO, or may use the Whistleblower function. The Whistleblower function may be used to report anonymously and is available for NIR employees, any person this Code applies to as well as any other person that would like to make a report in good faith. The Whistleblower function is available on NIR's website at [www.nir.se](http://www.nir.se).

NIR has zero tolerance for hindering reporting and retaliation if the reporting person has done so in good faith with reasonable grounds to believe that the information reported was true at the time of reporting, or if they had serious suspicions that they observed an illegal activity.

The failure to report a suspected or known incident may result in disciplinary action for employees, including termination if warranted, and response measures of equal proportion for any other person that this Code applies to but has failed to report.

## **Managerial responsibilities**

NIR employees in a managerial position play a vital in leading by example to ensure that this Code is implemented and followed. Management should encourage employees to speak up and report suspected or known violations and ensure that a trusting environment and the opportunity for speaking up and reporting exists. Ensuring that there are adequate resources and expertise to prevent corruption, and any violations of this Code is also the responsibility of management.

Management must clearly specify NIR's position on ethical and professional behaviour, anti-corruption and harassment in employee trainings and in its internal and external communications. NIR's CEO is responsible for keeping the Board of Directors regularly informed of NIR's anti-corruption work and any other work in relation to this Code.