

3 October 2025

REQUEST FOR PROPOSAL in the procurement of

Energy Expert Consultant as Global Advisors under a Framework Agreement (possibility for multiple providers)

to the International Council of Swedish Industry (NIR)

The International Council of Swedish Industry (Näringslivets Internationella Råd) requests your tender in the procurement of **energy expert consultants as global advisors**, as detailed in this Request for Proposal (RFP).

This procurement process aims to establish Framework Agreement(s) with **one (1) to two (2) qualified service providers** for the provision of **energy expert consultants as global advisors to the Sustainability Impact Accelerator of the International Council of Swedish Industry (NIR)**. The Framework Agreement will set the terms and conditions for how specific assignments may be contracted for through individual call-offs.

This RFP includes:

- RFP instructions for submitting a proposal
- Terms of Reference (Annex A)
- Financial Proposal Template (Annex B)
- Self-Declaration (Annex C)
- NIR's Code of Conduct and Anti-Corruption Policy (Annex D)
- Draft Framework Agreement General Terms and Conditions (Annex E)

1. Contract Overview

Project title:	Energy expert consultant as a global advisor
Type of assignment:	Consultant services for energy expert global advisor under a Framework Agreement
Geographical area:	Global, in low- and middle-income countries
Executing Organisation:	International Council of Swedish Industry (Näringslivets Internationella Råd)
Relevant Partners:	The Swedish International Development Agency (Sida)
Duration:	The Framework Agreement shall commence upon signing of the agreement and be valid for up to four (4) years from the

commencement date. The estimated date for commencement of the Framework Agreement is no later than 31 December 2025.

Total budget: The estimated total value of a Framework Agreement is approximately 1–2 MSEK, excluding VAT, per year. The stated amount is an estimated amount and does not imply a guarantee of any minimum volume of work. Services will be contracted through individual call-offs for assignments based on actual needs.

Tender deadline: Friday, 7 November 2025 at 16:00 CET

NIR is a membership-based non-profit organisation with its Secretariat in Stockholm, Sweden, and represents some of Sweden's largest exporting companies and the financial sector. NIR also designs and runs development cooperation programs funded by the Swedish International Development Cooperation (Sida). This includes the Sustainability Impact Accelerator, which accelerates investments in sustainable infrastructure by providing project-specific training to in-country partners in low- and middle-income countries. For more information about NIR as an organisation and its operations, see our 2024 Annual Report [here](#).

Please refer to the Terms of Reference (see Annex A) for the detailed description of the objective and scope of this assignment.

2. Framework Agreement Period

The Framework Agreement shall commence upon signing of the agreement and be valid for up to four (4) years from the commencement date. The estimated date for commencement of the Framework Agreement is no later than 31 December 2025.

3. Framework Agreement Budget

The estimated total value of the Framework Agreement is approximately 1-2 MSEK, excluding VAT, per year. The stated amount is an estimated amount and does not imply a guarantee of any minimum volume of work. Services will be contracted through call-offs for individual assignments based on actual needs.

Each assignment under the Framework Agreement will include a budget for (1) services (consultancy hours worked), and (2) reimbursable expenses, such as travel costs and any other costs associated with assignment-related activities, which will be reimbursed at cost.

Travel costs will be reimbursed at cost upon receipt of supporting proof of purchase. NIR will only reimburse travel costs associated with air travel (economy class), hotel accommodation (economy/reasonably priced), daily living expense allowance in accordance with the Swedish Tax Agency, in-country transportation and other travel costs such as visas, vaccinations etc. NIR will also reimburse other expenses related to project activities that are pre-approved and supported by proof of purchase.

NIR will not provide or reimburse per diems/daily stipends nor reimburse office costs or other indirect costs. NIR will also not cover costs associated with maintaining the appropriate insurance coverage commensurate with the assignment's nature and extent.

4. Number of Awards

NIR intends to establish Framework Agreements with **one (1) to two (2) qualified service providers** as a result of this procurement process. Proposals will be evaluated based on the criteria set out in this RFP.

NIR reserves the right to award a Framework Agreement to the highest-ranked tenderer(s), considering the requirements included in this RFP. The final number of awards will depend on the quality and suitability of the proposals received.

5. Procurement Procedures

The contract concerns a service procurement which is based on an agreement between Sida and NIR. The procurement procedure shall thus be in accordance with the 'Procurement provisions for use by Non-Governmental Organisations (NGOs) in the context of Sida-financed Project/Core Activities' (August 2018) (hereinafter referred to as 'Sida's Procurement Provisions').

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, to legally bind all partners, jointly and severally. 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 shall select one contractor and conclude a contract with that contractor.

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

If any of the proposed team members become unavailable for the proposal validity period, the tenderer shall provide a written justification to NIR together with the substitution request. In such a case, a newly proposed team member shall have equal or better qualifications and experience than the initially proposed team member. However, the technical evaluation will be based on evaluating the CV of the originally proposed team member.

If the tenderer fails to provide a replacement team member with equal or better qualifications, or if the reasons provided for the replacement or justification are unacceptable to NIR, the proposal will be rejected.

g. Retention of Submitted Tender Documents

The retention of tender 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).

6. Procurement Procedure

In accordance with section 2.1(i) of Sida's Procurement Provisions, this procurement process is based on an open procedure where all economic operators may submit a tender.

Any natural or legal person wishing to tender may receive the tender documents via NIR's website at [Tenders](#), and the tender notice is also posted on TED (Tenders Electronic Daily), the online version of the 'Supplement to the Official Journal' of the EU, dedicated to European public procurement, at [TED - EU Tenders, the Supplement to the Official Journal - TED](#).

7. Contents of the Tender

The tender shall consist of the following two parts: (1) the technical and professional proposal (hereinafter referred to as the 'Technical Proposal') and (2) the 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 contents indicated in the table below and not exceed the total page limit. Note that exceeding the total page limit may result in elimination of a tenderer from consideration. No financial information should be included in the Technical Proposal.

	Technical Proposal Contents	Max # of pages
1.	Table of contents	1
2.	Consultant's organisation	2
3.	Consultant's experience relevant to this assignment, to include reference to recent (within 5 years) specific assignments of relevance, listing dates, team members involved, and client	3
4.	Comments on the TOR and the assignment	1
6.	Description of approach and methodology to be applied	2
8.	Proposed experts to be made available as consultants to NIR, listing their proposed team role and responsibilities. Not more than 5 team members can be proposed in total.	3
9.	CVs of proposed team members in English (no more than 5 CVs; <u>max 2 pages per CV</u>).	10
10.	Two (2) references to previous relevant assignments from the past five (5) years, including contact details.	1
Total number of max pages (excluding CVs)		23

b. Financial Proposal

The Financial Proposal shall be submitted in the form of the Financial Proposal Template (Annex B).

8. Additional Information and Clarification

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 or clarification by e-mail to tenders@nir.se. The subject of the e-mail must have the reference "Energy Expert Global Advisor". Questions must be presented in English. Only queries made by e-mail to tenders@nir.se will be considered. **Tenderers must submit written questions no later than Friday, 24 October at 16:00 CEST.**

The queries will be answered no less than six (6) calendar days prior to the deadline by publication on NIR's website at: [Tenders](#). Each tenderer is responsible for considering the additional information and/or clarification provided on NIR's website in its tender.

9. Submission of Tenders

Tenders must be submitted no later than Friday, 7 November 2025 at 16:00 CET. No submitted tender documents will be opened until after this date and time. *Please note that both the Technical and Financial Proposals must be submitted by the deadline. If the Technical and/or Financial Proposal is submitted after the deadline, the tender will not be considered and deleted.*

The tender documents shall be submitted via e-mail to: tenders@nir.se

Both the Technical and Financial Proposals shall be submitted electronically in two separate e-mails, and an authorized representative of the tenderer shall sign the Technical and Financial Proposals and initial all pages.

The Technical Proposal document shall be named 'Technical Proposal/Energy Expert Global Advisor'. The subject line of the e-mail containing the Technical Proposal shall be 'Technical Proposal/Energy Expert Global Advisor'. The Financial Proposal document shall be named 'Financial Proposal/Energy Expert Global Advisor'. The subject line of the e-mail containing the Financial Proposal shall be 'Financial Proposal/Energy Expert Global Advisor'.

10. Opening of Tenders

The formal opening of tenders and recording of the proposals received will occur on Monday, 10 November at 10:00 CET.

The tender opening is attended by a committee of at least two (2) officials. The tenders received are recorded in a tender opening form signed by both officials.

11. Processing of Tenders

The processing of tenders includes the following:

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.

12. Selection Criteria and Evaluation of Proposals

The evaluation of the Technical and Financial Proposals will be conducted by an evaluation committee, comprised of three (3) members with all the technical and administrative capacities necessary to give an informed opinion on the proposals.

The selection criterion is the best price-quality ratio.

The weight of the tenders is: **technical proposal = 80%** and **financial proposal = 20%**.

The total score = technical score × 0.80 + financial score × 0.20

The one (1) to three (3) tenderers with the highest combined total score shall be awarded a Framework Agreement.

a. Technical Proposal (weight 80%)

The maximum total points for the Technical Proposal are 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:

Criteria	Contribution (%)
Experience of the consultancy with relevance for this assignment, including sector and country experience of working with electricity transmission and distribution, grid expansion, electrification, renewable energy, and energy transition/decarbonization projects. Experience from the current SIA project countries/sectors is an advantage. Experience in advising and/or training large public sector institutions and utilities in non-OECD/DAC countries on energy projects and energy system development is a requirement. Experience from advisory assignments and capacity development in SIA's project countries and sectors is an advantage.	20
Expertise of team members with relevance to this assignment, including energy sector experience and country experience. Experience from electricity transmission and distribution, electrification, renewable energy integration, and industrial decarbonization projects is a requirement. Experience from the current SIA project countries/sectors is an advantage. Experience of advising and training large public sector institutions and leading cross-departmental processes to develop energy projects and systems according to international industry standards is a requirement. Experience from advisory assignments and capacity development to public institutions with the aim to develop energy systems in SIA's project countries and sectors is an advantage. Presenting a team that consists of technical energy experts, grid/electrification specialists, and renewable energy/energy transition specialists is a requirement. The team shall be able to cover	50

all aspects of developing sustainable energy systems, including technical, legal, governance, and environmental and social sustainability according to the IFC Performance Standards and other international industry standards. It is possible to present a team where one team member covers more than one competence and role. Having a model in place for local sub-contractors that can provide local expertise and competence is advantageous. Professional proficiency in English among all team members is a requirement. Additional language skills in French, Spanish, Portuguese, and Arabic are advantageous. The total 50 points for the team roles are weighted as follows: Energy Generalist and Team Leader: 40% (30 points) Transmission and Distribution Specialist: 30% (10 points) Renewable Energy / Energy Transition Specialist: 30% (10 points)	
Methodology and overall approach to the assignment, including how to structure effective energy system advisory services and capacity development programs.	30
TOTAL POINTS	100

b. Self-Declaration

No points are allocated to the Self-Declaration (Annex C), but it will be assessed to ensure that the tenderer is suitable for the assignment. Any discrepancies noted in the Self-Declaration at any time during the tender period are grounds for NIR to disqualify a tenderer from the procurement process.

c. Financial Proposal (weight 20%)

The price comparison will be performed based on the Financial Proposal. The evaluated price is the competitive component as specified in the Financial Proposal, and will be calculated as follows:

1. Identify the lowest rate per each role included in the Financial Proposal across all tenderers.
2. The lowest rate for each role becomes the benchmark.
3. Calculate role-specific financial scores, using the formula below.

$$\text{Role score} = (\text{lowest rate for role} / \text{tenderer's rate for role}) \times 100$$

4. The roles are then weighted as follows:
 - a. Energy Generalist and Team Leader: 40%
 - b. Transmission and Distribution Specialist: 30%
 - c. Renewable Energy / Energy Transition Specialist: 30%

$$\text{Weighted role score} = \text{role score} \times \text{role weight}$$

5. Calculate financial score, based on the total role score and weight

d. 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.

13. Grounds for Exclusion

In accordance with Section 3.2 of Sida's Procurement Provisions, the tenderer may be excluded at any time from the procurement process 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 the candidate/tenderer is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the candidate/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 the Contracting Party during the procurement procedure; or
 - v) attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
- 3) It has been established by a final judgment or a final administrative decision that the candidate/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 they, 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 labor (or any other forms of trafficking in human beings) or any other illegal activity detrimental to Sweden's or Sida's interests;
- 5) The tenderer has shown significant deficiencies in complying with main obligations in the performance of a contract financed by Sida or the Contracting Party, 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) They, their 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.

The tenderer should also adhere to NIR's Code of Conduct (Annex D) during the procurement process. NIR reserves the right to exclude a tenderer for any actions taken by the tenderer that are contrary to NIR's Code of Conduct.

14. Withdrawal or Cancelling the 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.

15. Notification of Award

Notification of award decisions will be sent out via email by NIR to the email address used to submit the tender.

The reception of a notification regarding the award decision does not mean that a binding framework agreement has been signed between Sida and the winning tenderer. A Framework Agreement only becomes legally binding when it has been signed by both parties.

The contract award notification will be made no later than Monday, 8 December 2025 at 16:00 CET.

16. Framework Agreement

The Framework Agreement General Terms and Conditions (Annex E) are included in the RFP, and the tenderer shall accept the Framework Agreement General Terms and Conditions.

The full draft contract including the Framework Agreement Specific Conditions will be provided upon contract award notification.

17. Assignments under Framework Agreement

NIR shall issue an Assignment Description when Services are required to the Energy Expert Global Advisor determined by NIR to be best fit to undertake the Assignment. The Energy Expert Global Advisor shall respond with an Assignment Proposal as to how it plans to perform the required Services. NIR and the Energy Expert Global Advisor shall agree upon a final version of the Assignment to define the Services to be provided. The agreed upon Assignment(s) will be annexed to and form part of the Framework Agreement.

18. Complaint

Tenderers may file a complaint with NIR in the instance a tenderer believes there has been an error or irregularity during the procurement process. NIR will immediately inform Sida of such a complaint. NIR will respond to the complaint within a reasonable time period, and also provide Sida with a copy of such response. Complaints may be made via e-mail to Lauren McIntosh, Senior Compliance Officer, at lauren.mcintosh@nir.se.

ANNEX A - TERMS OF REFERENCE

Terms of Reference

Expert Energy Consultants as Global Advisors under a Framework Agreement

Context

The International Council of Swedish Industry (Näringslivets Internationella Råd, hereinafter referred to as 'NIR') is a membership-based non-profit organization based in Stockholm, Sweden, and represents some of Sweden's largest exporting companies and the financial sector. NIR operates the Sustainability Impact Accelerator (SIA).

SIA is an innovative capacity development tool for transferring knowledge to our in-country partners, supporting investments in sustainable and bankable infrastructure projects in low- and middle-income countries through project-specific training, upskilling, and aligning stakeholders. The Swedish International Development Cooperation Agency (Sida) fully funds SIA. By strengthening the capacity of partner institutions in OECD/DAC countries to implement infrastructure projects in accordance with international sustainability standards, such as the International Finance Corporation's Performance Standards (IFC PS), SIA contributes to the realization of sustainable projects that can attract funding in the international capital market and deliver towards the Agenda 2030 and the UN Sustainable Development Goals.

Expanding access to reliable, affordable, and sustainable energy is a key pillar of sustainable development, and SIA supports energy projects and project owners in OECD/DAC countries with the aim of increasing project sustainability and bankability and enabling more investments in the green energy transition. SIA provides support to project owners – often state-owned utilities or public agencies – by providing technical advice on electricity transmission and distribution, grid expansion, electrification strategies for public transport, renewable energy integration, industrial decarbonization, and energy transition planning, while also ensuring environmental and social impacts of projects are managed in line with the IFC Performance Standards.

It is in this context that NIR seeks to contract one or two Expert Energy Consultant(s) to serve as global advisors (Expert Energy Global Advisors) to SIA, supporting with project management and providing technical advisory, training, and capacity development programs to project owners.

Project Countries

SIA currently supports energy projects in the following listed countries. Experience of energy project advisory and capacity development in the listed countries is a requirement. Assignments in other countries could be added to the Framework Agreement later. However, the lists below include the countries that will be evaluated against during the tender evaluation.

Country List:

- | | |
|--------------|----------------|
| - Algeria | - South Africa |
| - Indonesia | - Vietnam |
| - Mozambique | |

Types of Energy Projects:

- Industrial decarbonization
- Sustainable electricity grid expansion
- HVDC (High Voltage Direct Current) transmission
- Public transport electrification
- SCADA (Supervisory Control and Data Acquisition) system implementation
- Strengthening regional electricity market integration
- Regional and national energy system planning
- Environmental and Social Management Systems (ESMS) development

Scope of Work/Assignment

Objective

NIR seeks to contract one or more Expert Energy Global Advisor(s) with expertise in electricity transmission and distribution, electrification, renewable energy integration, and energy transition according to international industry standards. This includes technical, institutional, and sustainability aspects of developing energy projects, as well as supporting the establishment of effective frameworks that enable sustainable energy sector development and decarbonization. The overall objective of the advisory assignment is to support SIA's Program Director and Program Managers with designing and providing targeted capacity development programs and supporting partners to develop sustainable and bankable energy projects and systems in line with international standards, including the IFC Performance Standards.

Scope

The consultant team will serve as an Expert Energy Global Advisor and support the implementation of capacity development programs for SIA's partners, as well as providing general advisory support for the energy projects and energy sector initiatives supported by SIA. The Expert Energy Global Advisor will be requested to support assignments where SIA requires expert advice via a call-off under the Framework Agreement.

Assignments may include, but are not limited to, advisory on energy project preparation and development, institutional support for grid expansion, electrification planning, and renewable energy integration, and alignment with international standards such as the IFC Performance Standards and other relevant international industry benchmarks. The Expert Energy Global Advisor will also provide soft support, including stakeholder alignment and coordination with Team Sweden and other relevant stakeholders, to ensure project owners, lenders, and sector actors are aligned around sustainability and bankability requirements. The Expert Energy Global Advisor will also design and deliver training and tailor-made capacity development programs to SIA's partners (such as project owners, public institutions, or other relevant stakeholders).

Travel will be requested, depending on the circumstances of each assignment and the partner's needs.

Outputs and Deliverables

- Continuous expert advisory to SIA and partners on energy project development, grid expansion, electrification, renewable energy integration, and energy transition

- Conducting baseline assessments and developing Terms of References for trainings and capacity development programs
- Designing and implementing training and capacity development, both individual work packages and whole programs depending on the request from NIR
- Preparing for, participating in, and following up on meetings, as well as attending meetings as a NIR representative when requested
- Support with reviewing and producing relevant documentation
- Support with monitoring and evaluating capacity development programs

Methodology

NIR and the selected consultancy(ies) will establish a Framework Agreement, under which individual assignments with scopes of work and budget are agreed upon between the consultancy and NIR.

The consultant team will follow the work plan and time schedule agreed upon with NIR in undertaking the assignments under the Framework Agreement. An appropriate methodology will be determined by the consultancy in consultations with NIR, and any other partners NIR deem necessary.

NIR is responsible for introducing the consultancy to the project context and relevant partners and other parties. The consultancy is responsible for gathering all necessary information needed to carry out the assignment. The consultancy shall be proactive and inform NIR about any lack of information or access to contacts in time for NIR to adequately respond.

NIR applies a *partnership-oriented methodology*, and the consultancy is expected to apply the same approach. This means working together with the in-country partner and training participants as partners, not clients – building trustful relationships and having an accommodating, proactive and pedagogical working methodology towards the in-country partner's needs. The aim of SIA's training and capacity development programs is not only to deliver training, but to develop the capacity among the participants in the partner organizations to reach their infrastructure project goals and manage sustainable and bankable projects. This can include supporting the partner in aligning with other public institutions on how to respond to and manage complex environmental and social risks.

The consultant(s) is expected to apply a pedagogical approach for capacity development that is appropriate to align several different stakeholders, to train participants with different competence levels, and to support their efforts to develop their own strategies and policies. The consultant shall not do the work for the partner organizations but enable and develop their own capacity to develop, implement, and manage processes. This includes having a supporting and encouraging work style and taking on a proactive and accommodating support role throughout an assignment.

Requirements Specification

The consultant team presented must be able to provide strategic and technical guidance on electricity transmission and distribution, electrification, renewable energy integration, and energy transition in line with good international industry standards. This includes both technical advisory at the project level and institutional capacity support, as well as the design and delivery of capacity development programs for public institutions, utilities, and other stakeholders.

The ideal consultant team is a small team of three (3) to four (4) experienced professionals with complementary expertise across the energy system: in transmission and distribution, renewable energy generation and integration, energy system planning and transition, and environmental and social

sustainability. The team should also demonstrate a strong track record of advising and training public institutions and utilities in non-OECD/DAC countries on energy projects and system development.

The consultant team is required to demonstrate the following expertise across the proposed team. Note that more than one of the requirements may be found within the same individual.

Required technical and professional expertise and qualifications:

Expertise	Responsibilities and Requirements
Energy Generalist and Team Leader	Professional Experience • Post-graduate or equivalent qualification/degree in Energy Systems, Electrical Engineering, Environmental Sciences, Economics, Public Policy, or another relevant discipline • 10+ years of experience in energy system planning, transmission and distribution, electrification, and/or renewable energy integration • 5+ years in a team leader, project manager, or senior technical advisory role • Demonstrated experience leading complex, multi-stakeholder energy infrastructure projects and sector initiatives • Demonstrated professional experience in both developed and developing (OECD/DAC) country contexts is a requirement • Demonstrated work experience in SIA's project countries is an advantage Core Technical Competencies <i>Energy Systems Planning & Integration</i> • Generalist expertise in: ○ Transmission and distribution system expansion, rehabilitation, and modernization ○ Electrification strategies for urban, peri-urban, and rural areas ○ Renewable energy integration into grids, including storage and hybrid systems ○ Industrial decarbonization and clean energy transition pathways ○ Application of international industry standards, including IFC Performance Standards <i>Policy, Regulatory & Institutional Support:</i> • Experience advising on: ○ Renewable energy policy design and sector governance ○ Tariff frameworks, subsidies, and financial sustainability of power systems ○ Utility organizations and business models for bankable energy projects ○ Regional power pools and cross-border electricity trade initiatives <i>Data-Driven Decision-Making</i> • Ability to guide public institutions regarding: ○ Load forecasting, demand modelling, and resource assessments ○ Feasibility studies, cost-benefit analyses, and bankability assessments ○ Monitoring frameworks and performance indicators for energy projects Team Leadership & Project Management

	• Proven track record in: ○ Leading interdisciplinary project teams and technical consultants ○ Managing full project cycles: from scoping and feasibility through implementation and evaluation ○ Coordinating with IFIs, donors, and utilities on large-scale infrastructure programs Stakeholder Engagement & Institutional Capacity Building • Exceptional skills in: ○ Advising and coordinating with ministries (energy, finance, environment, industry), utilities, and regulators ○ Managing relationships with donors, IFIs (e.g., World Bank, AfDB), and private operators ○ Leading stakeholder consultations and participatory planning processes ○ Designing and providing capacity development programs for public utilities and institutions ○ Building consensus across diverse groups with differing interests and technical expertise ○ Experience in SIA's project countries is an advantage Language & Communication • Fluent in English (written and spoken); other languages (e.g., French, Spanish, Arabic, Portuguese) are highly desirable • Skilled in producing: ○ Technical reports, presentations, and briefs ○ Public-facing materials for stakeholder engagement, using NIR's layout and logo Partnership and Interpersonal Skills • Diplomatic, with excellent negotiation and facilitation skills • Strong partnership orientation and political sensitivity • Passion for sustainable, equitable, and inclusive energy transition, aligned with the UN Sustainable Development Goals and principles of a Just Transition
Transmission and Distribution Specialist	Professional Experience • Post-graduate or equivalent qualification/degree in Electrical Engineering, Power Systems, Energy Systems, or another relevant discipline • 10+ years of demonstrated professional experience in electricity transmission and distribution (T&D) system planning, design, and operation • Demonstrated professional experience in both developed and developing (OECD/DAC) country contexts is a requirement. Demonstrated work experience in SIA's project countries is an advantage • Proven experience in grid expansion, rehabilitation, renewable energy integration, and electrification strategies • Experience advising public utilities, regulators, and ministries on technical and institutional aspects of T&D development Core Technical Competencies <i>Grid Planning & Design</i> • Strong expertise in: ○ Transmission system expansion, including high-voltage and medium-voltage lines ○ Distribution network strengthening, loss reduction, and grid reliability improvements

	○ Grid integration of renewable energy (solar, wind, hydro, hybrid systems) ○ HVDC (High Voltage Direct Current) and interconnection systems Smart Grids & Modernization • Knowledge of and experience with: ○ Smart grids, digitalization, and SCADA systems ○ Distributed generation and demand response integration ○ Microgrids and off-grid electrification strategies ○ Improving efficiency, stability, and resilience of grid infrastructure Policy, Standards & Compliance • Strong understanding of: ○ Grid codes, technical standards, and operational safety regulations ○ International best practices for T&D project planning and implementation ○ IFC Performance Standards and Environmental and Social Management Systems (ESMS) for energy infrastructure projects Stakeholder Engagement & Institutional Capacity Building • Ability to: ○ Engage and advise ministries, regulators, utilities, industry actors and regional power pool operators ○ Facilitate dialogue and consensus-building across technical and institutional stakeholders ○ Design and deliver capacity-building programs for public utilities and regulators ○ Proven experience in advisory and training assignments in developing countries. Experience in SIA project countries is an advantage Language & Communication • Fluent in English (written and spoken); other languages (e.g., French, Spanish, Arabic, Portuguese) are highly desirable
Renewable Energy / Energy Transition Specialist	Professional Experience • Post-graduate or equivalent qualification/degree in Renewable Energy Engineering, Power Systems, Environmental Sciences, or another relevant discipline • 10+ years of demonstrated professional experience in renewable energy project development, integration, and/or clean energy transition strategies • Demonstrated professional experience in both developed and developing (OECD/DAC) country contexts is a requirement. Demonstrated work experience in SIA's project countries is an advantage • Proven experience with project preparation, feasibility studies, technical design, financing, and implementation of renewable energy projects (solar, wind, hydro, hybrid systems) • Experience advising public institutions, utilities, and regulators on renewable energy integration, energy sector transition and industrial decarbonization Core Technical Competencies Renewable Energy Systems • Strong expertise in:

	○ Technical design and development of solar PV, wind, hydro, and hybrid renewable projects ○ Grid integration of variable renewable energy, including storage and balancing solutions ○ Off-grid and mini-grid electrification approaches for rural and peri-urban contexts ○ Industrial applications of renewable energy and other fossil-free energy solutions for decarbonization of production processes Energy Transition Planning ● Knowledge and experience in: ○ National and sectoral clean energy transition strategies ○ Renewable energy policy frameworks and regulatory incentives ○ Pathways for phasing out fossil fuels and scaling low-carbon alternatives ○ Designing climate-smart solutions aligned with good international industry standards Financing & Bankability ● Proven ability in: ○ Structuring bankable renewable energy projects, including PPPs and blended finance ○ Mobilizing climate finance and linking projects to carbon markets ○ Conducting financial modeling, cost-benefit analysis, and lifecycle assessments Stakeholder Engagement & Institutional Capacity Building ● Ability to: ○ Advise and coordinate with ministries (energy, environment, industry, finance), regulators, utilities, and project developers ○ Lead consultations and consensus-building on renewable energy, energy transition and decarbonization strategies ○ Design and deliver capacity development programs for public institutions, utilities, and industry actors. ○ Demonstrated professional experience in training and advisory in developing countries. Experience from SIA project countries is an advantage. Language & Communication ● Fluent in English (written and spoken); other languages (French, Spanish, Arabic, Portuguese) are highly desirable
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Please see the Invitation to Tender for instructions on how to submit documentary proof of the technical and professional expertise and qualifications.

ANNEX B – FINANCIAL PROPOSAL TEMPLATE

FINANCIAL PROPOSAL – Schedule of Rates

Expert Energy Consultants as Global Advisors under a Framework Agreement

The format below shall be used to prepare the Financial Proposal, which will set the schedule of rates for the Contract. The Consultant will be paid for Services delivered under each Assignment in accordance with the schedule of rates below. ***The costs shall be quoted in Swedish krona (SEK). Note that the consultant may submit a Financial Proposal in another currency if they intend to invoice NIR in another currency, but the costs must also be quoted in SEK.***

The costs quoted below should not include VAT. For suppliers outside of Sweden, no VAT or any other taxes should be invoiced for the sale of services. Like all other EU countries Sweden applies reverse VAT liability, which means that the purchaser (NIR in this instance) reports and pays Swedish VAT for taxable services purchased outside of Sweden. If a supplier is located outside of Sweden, NIR may not be charged VAT or any other taxes from the supplier's country of registration unless tax legislation regulates otherwise. VAT or any other taxes should be included in the below proposal if a supplier outside of Sweden believes it is required by its country of registration.

In accordance with the terms of the Contract, no changes to the Core Team listed below will be permitted during the duration of the Contract without the express written consent of NIR.

Schedule of Rates for Core Team Members

Name	Position	Hourly rate*, excluding VAT	Daily rate*, excluding VAT
	Energy Generalist and Team Leader		
	Transmission and Distribution Specialist		
	Renewable Energy / Energy Transition Specialist		

*Adjustment of rates will be made yearly and according to the Labour Cost Index K21 (*Faktorprisindex för konsulttjänster K21* (formerly K84)) published by the Federation of Swedish Innovation Companies (Innovationsföretagen). The first adjustment may be undertaken twelve (12) months from the date of contract signing, and the base month is the month/year of contract signing. Any adjustments must be made in writing as an amendment to the contract. Retroactive adjustments will not be permitted.

Signature of Organisation's Authorised Person

Name:

Title:

Date:

City/Country:

ANNEX C – SELF DECLARATION

SELF-DECLARATION

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

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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	
-----	--	----	--

a. If yes, please indicate which type of partnership will be undertaken.

	Mark with an X
Sub-contract	
Joint venture	
Consortium	

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?

Yes:		No:	
If yes, please explain how:			

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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?

Yes:		No:	
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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.?

Yes:		No:	
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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?

Yes:		No:	
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. 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. Audited 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.

Signature

Name/Title:

Date:

ANNEX D – NIR’S CODE OF CONDUCT and ANTI-CORRUPTION POLICY

Code of Conduct

Adopted by the Board of Directors on 19 March 2025

Improving
business
conditions
in complex
markets
since 1960

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About this Code

What's the purpose?

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. 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 it apply to?

This Code applies to all persons working on behalf of or representing NIR¹, including all employees, the Board of Directors when representing NIR, consultants and other implementing partners. Our incountry 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.

Who is responsible?

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.

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, 'Speaking Up and Responding,' for how to do so.

How are violations handled?

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.

1. 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.

“Our Code of Conduct is more than a set of rules – it is the foundation for how we act with integrity, build trust and create lasting impact. By living up to this Code, we ensure that our partnerships are guided by fairness, accountability and a shared commitment to sustainable growth. This is how we achieve our mission to improve business conditions.”

Christine Bäckström
CEO



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.

Acting ethically and professionally means

- Representing NIR and its members with the utmost ethical and professional 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.

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.

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 on social media that may put me, NIR, our members and partners or any other party at risk.
- 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.
- 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.

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.



Zero tolerance for harassment, 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.
- 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.
- 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.
- 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.

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.

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 role 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.

Definitions

Acting ethically and professionally

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.

Zero tolerance for bribery and corruption

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.

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

Staying safe and being secure

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.

Contributing to diversity, equity and inclusion

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.

Zero tolerance for harassment

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.

NIR ANTI-CORRUPTION POLICY

Adopted on 18 May 2025 by the Board of Directors

1. Introduction and purpose

We hold ourselves to the highest standards of transparency, accountability and ethics to fight corruption. Effective prevention, detection and response mechanisms are essential to protect against financial loss and reputational damage to NIR and our members, work efficiently and build trustful partnerships. As our operations are financed through public funding, we have an obligation to ensure that these funds are not misused and achieve intended results. We also have a duty and responsibility to support our in-country partners in combating corruption.

Corruption is a global phenomenon which exists in all societies and profoundly affects people's lives. Corruption undermines our mission and values as it hinders economic and sustainable development, increases inequality, poverty and social division, weakens democracy, worsens the environmental crisis and erodes trust. Fighting corruption is a global challenge and we bear the responsibility of ensuring that our work contributes to the global fight against corruption. Effective anti-corruption measures are not only critical for our organisation and operations but also support better outcomes for people and planet by reducing risks that may impact the environment, human rights and communities.

The purpose of this Policy is to describe how we address corruption and conduct anti-corruption work in an accountable and transparent manner. This Policy and our anti-corruption measures align us with our members and ensure compliance with the anti-corruption requirements of our donors.

2. Scope

Compliance with this Policy is mandatory for all persons working on behalf of or representing NIR, including all employees, the Board of Directors when representing NIR¹, consultants and other implementing partners. Our in-country partners (beneficiaries) should be made aware of this Policy and NIR's Whistleblower function to report suspected corruption.

Failure to comply with this Policy may result in disciplinary actions, including termination of employment and contracts as well as business relationships. We also reserve the right to take criminal action when appropriate.

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

3. Our commitment

We are committed to:

- Promoting a culture of ethics, openness and transparency within our own organisation with sound internal controls;
- Counteracting corruption in our operations across the globe; and
- Supporting our in-country partners to combat corruption.

4. Definition and approach

As stated in our Code of Conduct, **NIR has zero tolerance for any form of corruption.**

We define corruption as an abuse/misuse of trust, power or position for improper gain for a person, organisation, 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.

We are all responsible for not only recognising corruption but also taking action against it. This means never ignoring red flags, never assuming someone else will handle it and never staying silent in the face of unethical behaviour. Our zero-tolerance approach to corruption entails a proactive stance against corruption and other irregularities and is summarised as:

- **Never accept**
- **Always prevent**
- **Always inform**
- **Always act**

5. NEVER ACCEPT

We never accept corruption and have zero tolerance for corruption in all its forms.

Bribery, kickbacks, facilitation payments, or any unethical attempts to influence decisions or gain unfair advantage are strictly prohibited. Integrity, transparency and accountability guide all our actions, both internally and in our relationships with our partners.

Accepting or offering any form of corrupt payment is not only against our values but also a violation of law. We are all responsible for upholding our zero tolerance and reporting any suspected misconduct. There are no exceptions – corruption will never be accepted or overlooked.

6. ALWAYS PREVENT

Preventing corruption means minimising opportunities for corruption and other irregularities – preventing is the most effective way to fight corruption. A strong organisational culture and active awareness raising internally and externally about risks of corruption and anti-corruption work are essential for prevention. We work to actively prevent corruption by ensuring that we have appropriate internal control systems, a governance structure with checks and balances, regularly conducting training on anti-corruption,

conducting the appropriate level of due diligence on suppliers and partners and undergoing routine external audits.

We prevent corruption by:

- Following applicable laws, rules, regulations and applicable guidelines during procurement and when entering into agreements. As an international organisation, this includes complying with any applicable national anti-bribery and anti-corruption laws.
- Conducting the appropriate level of due diligence during procurement and when assessing and evaluating potential partners.
- Preventing any conflicts of interest and immediately acting on any potential, perceived or actual conflict of interest.
- Preventing engaging in activities where personal benefits may arise from actions and decisions taken in our capacity representing NIR. Such personal benefits could be financial gains, favours, personal relationships or intimate relations.
- 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.²
- Never promising, offering, seeking or accepting representation, hospitality and gifts from parties involved in a procurement process.
- Proactively identifying corruption risks and managing risk mitigation measures related to our organization and operations, as part of our risk management processes.
- Routinely updating our risk analyses is key as we operate in countries with high levels of corruption.
- Regularly conducting training for staff, consultants and other implementing partners on anti-corruption, preventive work and reporting mechanisms.
- Informing and conducting dialogue with our in-country partners about our Code of Conduct and this Policy to ensure they understand our expectations in relation to corruption.
- Supporting our in-country partners with their own anti-corruption work, where relevant, through our operational support to in-country partners.

7. ALWAYS INFORM

Informing of suspected or known instances of corruption is not optional – it is a critical part of maintaining an ethical and transparent organisation. Whether the issue involves internal misconduct or external partners, speaking up ensures that potential wrongdoing is addressed before it causes harm. Anyone that this Policy applies to must immediately inform by reporting any suspected or known instances of irregularities, bribery, conflict of interest or corruption through established channels – to immediate managers, the CEO or Head of Compliance or through NIR’s anonymous Whistleblower function available on our website.

² In some instances, depending on the context, 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 the Head of Compliance. See NIR’s Gifts and Entertainment Guidelines.

If a report is related to our donor-related activities, we must inform the concerned donor in accordance with the steps outlined below. In accordance with our contracts with the Swedish International Development Cooperation Agency (Sida), we are contractually obligated to immediately informing Sida any suspected or known instances of corruption or other misconduct.³

If an instance is received through other channels than internal reporting or NIR's Whistleblower function, such as through our operations and external activities, consultants, in-country partners or other stakeholders, it should be immediately reported in writing to the Head of Compliance.

A reporting person is not required to provide proof or have full knowledge of the situation. We have 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 suspicions of corruption.

Failure to report known irregularities or suspicion of irregularities should be treated as a serious issue and may result in disciplinary measures. 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 Policy applies to but has failed to report.

8. ALWAYS ACT

We are required to take action against corruption. Acting can include refusing to engage in questionable practices, seeking advice when in doubt and escalating concerns through the appropriate channels. Inaction enables corruption to persist – by always acting, we protect our organisation and our reputation.

If a report is made to a manager, the manager must then immediately inform the CEO and Head of Compliance of the report in writing. Incidents reported through the Whistleblower function will be received by the Head of Compliance and the CFO and reported to the Compliance Committee by the Head of Compliance.

Below are the overall steps for acting upon and investigating reports of corruption and any other irregularities related to our Code of Conduct, policies, guidelines and/or the law, including steps for when a donor must be informed:

1. The CEO is immediately informed of any reported instances of suspected or known corruption by the Head of Compliance.
2. Where applicable, the CEO immediately informs relevant stakeholders, including the Board of Directors and/or donors and auditor, there is a suspected or known instance of corruption and that an investigation will be conducted.
3. Investigation is led by the Head of Compliance, and the CFO where relevant, upon delegation by the CEO.

³ Sida's General Terms and Conditions, Section 14.4, provides that "The Cooperation Partner shall inform Sida immediately of any indication of corruption and other irregularities in or related to the Project/Core Activities or the Cooperation Partner."

- a. The investigation includes developing an investigation plan, gathering and preserving evidence, conducting interviews, analyse findings, implementing remedial measures and reporting.
 - b. In the instance of high-risk allegations, such as those involving senior executives or systemic misconduct, our auditor may be used.
 - c. To maintain objectivity, those involved in the investigation should have no conflicts of interest related to the investigation.
4. If the facts surrounding the instance are not deemed valid, the instance is logged in NIR's corruption log and noted as unfounded. The unfounded instance will be noted at the subsequent Compliance Committee meeting and reported to the Board of Directors and donors, where applicable.
5. If the facts surrounding the instance are confirmed, the instance is reported to the Compliance Committee and logged in NIR's corruption log. The Compliance Committee decides which remedial measures should be implemented.
6. A Corruption Report is prepared by the Head of Compliance. The Corruption Report should include: how the investigation was carried out, how evidence was gathered and preserved, whether interviews were conducted, an analysis of the findings and what remedial measures were implemented.
7. NIR continuously consults with and keeps the donor updated on the further handling of the matter. When the matter has been concluded, NIR submits the final report to the donor.
8. The Corruption Report is filed and shared by the CEO with any relevant stakeholders, including the Board of Directors, donors and any other authorities.
9. NIR is prepared to provide the donor with any further information requested upon receiving the Corruption Report. NIR will work with the donor if it decides on any further actions to be undertaken, including legal actions, audits or forensic audit.

9. Responsibilities

The CEO is responsible for this Policy and that all relevant stakeholders are made aware of this Policy. The Head of Compliance is responsible for ensuring that staff is regularly trained in using this Policy and on anti-corruption, and that consultants and other implementing partners are informed of this Policy and NIR's Whistleblower function. The Head of Compliance is also responsible for investigating suspicions, documenting and reporting investigations and reporting to the Compliance Committee.

The CEO together with the Head of Compliance and CFO are responsible for establishing routines and structures for ensuring that those this Policy applies to can apply this Policy. This includes ensuring the allocation of adequate resources for fully implementing this Policy.

Programme Directors are responsible for ensuring that respective staff, consultants and implementing partners have read and signed this Policy and understand how to carry out this Policy. Programme Directors are responsible for ensuring that in-country partners have read and understood the Policy and are aware of the channels for reporting irregularities, including NIR's Whistleblower function.

DEFINITIONS

Corruption is an abuse/misuse of trust, power or position for improper gain for a person, organisation, 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.

Abuse of trust, power or position is the improper use of trust or a person's power/position to materially benefit oneself and/or one's organisation, private company or other.

Bribery is the act of dishonestly influencing someone to act in a particular way by offering or receiving a payment, gift or benefit.

Kickbacks are the return of a part of a contractual payment that a person receives from a supplier or vendor in exchange for the person's involvement in an improper or corrupt business transaction or procurement process.

Extortion is the act of obtaining money, favours, goods using threat or force.

Sextortion is the act of using one's power or position to obtain a sexual benefit or advantage. Sextortion is a form of corruption in which sex, rather than money, is the currency of the bribe.

A facilitation payment is a small bribe, also called 'speed' or 'grease' payment. It is made to secure or expedite the performance of a routine or necessary action to which the payer has legal or other entitlement.

Embezzlement is the act of stealing, misdirecting or misappropriating entrusted funds or assets that belong to an organisation or individual for personal gain.

Fraud is an economic crime involving deceit, trickery or false pretences by which someone gains unlawful gain or illegal advantage. Fraud often accompanies corrupt acts such as embezzlement, where it is typically used to falsify records to hide stolen resources.

Theft is the act of illegally taking anything of value that belongs to another.

Favouritism is the practice of giving unfair preferential treatment to one person or group at the expense of others.

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.

ANNEX E – DRAFT CONSULTANCY CONTRACT

**NÄRINGSLIVETS
INTERNATIONELLA RÅD
International Council of Swedish Industry**

**FRAMEWORK AGREEMENT
GENERAL TERMS
AND CONDITIONS**

1. PARTIES

1.01 This Framework Agreement (hereinafter referred to as the 'Contract') for consulting services is by and between **NÄRINGSLIVETS INTERNATIONELLA RÅD or THE INTERNATIONAL COUNCIL OF SWEDISH INDUSTRY** ('NIR') and the consultancy to perform the services described herein (the 'Consultant'). NIR and the Consultant will hereinafter be jointly referred to as the 'Parties' and individually as a 'Party'.

2. CONTRACT DOCUMENTS AND SCOPE OF WORK

2.01 The Consultant shall provide NIR with consulting services (the 'Services'). Hereinafter, the Services means all services specified in the 'Contract Documents', as defined in the Contract's Specific Conditions ('SC'), or any other work specified by NIR under the Contract.

2.02 In the event of a conflict between the terms of the Contract and any of the other Contract Documents, these General Terms and Conditions and the SC shall govern and take precedence. If the General Terms and Conditions and the SC conflict, the SC shall govern and take precedence.

2.03 The Contract Documents shall include all modifications, amendments and changes agreed upon in writing between the Parties and issued during the term of the Contract. Any such modifications, amendments or changes shall supersede the original Contract Documents where modified, amended and/or changed.

2.04 The Consultant agrees to furnish to NIR and NIR agrees to accept, on the terms and conditions set forth in the Contract, the Services described in the Contract Documents.

The Consultant agrees to provide the Services required hereunder: (a) with reasonable due, care and diligence expected from the Consultant given its size, experience and global record; (b) in accordance with the requirements set forth in the Contract Documents; (b) following the applicable industry standards; (c) with the necessary and qualified personnel throughout all stages of the Contract; and (d) as an independent contractor under the general guidance of NIR.

2.06 The Consultant, subject to the Contract, has full and exclusive responsibility for and is completely in charge of all personnel and subcontractors performing the Services. The Consultant is also fully responsible for the Services performed by its personnel and subcontractors on NIR's behalf.

3. INDEPENDENT CONTRACTOR

3.01 The Consultant shall act at all times hereunder as an independent contractor with respect to NIR, and not as an employee, partner, agent or co-venturer of or with NIR. Except as set forth herein, NIR shall neither have nor exercise control or direction whatsoever over the operations of the Consultant, and the Consultant shall neither have nor exercise any control or direction whatsoever over the employees, agents or subcontractors hired by NIR.

4. NO AGENCY CREATED

4.01 No agency, employment, partnership or joint venture shall be created by the Contract, as the Consultant is an independent contractor. The Consultant shall have no authority as an agent of NIR to otherwise bind NIR to any agreement, commitment, obligation, contract, instrument, undertaking, arrangement, certificate or other matter. Each Party hereto shall refrain from making any representation intended to create an apparent agency, employment, partnership or joint venture relationship between the Parties.

5. COMPLIANCE WITH APPLICABLE LAW

5.01 The Consultant represents that it, and its Services, are in compliance with all applicable laws.

6. CONSULTANT'S PERSONNEL AND SUBCONTRACTORS

6.01 The Consultant's approved personnel and subcontractors who will perform the Services shall be listed by name and title in the Contract Documents.

6.02 No changes to the approved personnel and subcontractors shall be made without the express written consent of NIR. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the approved personnel or subcontractors, the Consultant shall replace him/her with a person of at least equivalent qualifications. Such necessary replacement will be subject to NIR's review and approval. The Consultant shall submit a copy of the replacement personnel or subcontractor's CV and/or qualifications for NIR's review and approval prior to the assignment of such personnel to the Services.

6.03 If NIR: (a) finds that any of the personnel or subcontractors have committed misconduct or have been charged with having committed a criminal action; or (b) has reasonable cause to be dissatisfied with the conduct or behavior of any of the personnel or subcontractors, then the Consultant shall, at NIR's written request, provide as a replacement a person with at least equivalent qualifications, subject to NIR's review and written approval. The Consultant shall have no

claim for additional costs arising out of or incidental to any removal and/or replacement of key personnel or subcontractors.

7. CONTRACT TERM

7.01 The performance of the Contract shall commence and terminate on the dates stated in the SC.

8. FEES FOR SERVICES

8.01 The Consultant's fees for Services shall be defined in the Contract Documents.

9. INVOICING

9.01 Services Delivered. The Consultant shall submit an invoice for Services delivered in accordance with the terms of the SC.

The invoice shall include a description of the Services delivered, the total invoiced and currency, as well as a detailed time sheet to support the amount invoiced. Each invoice shall also be accompanied by any other information NIR may require to substantiate the Consultant's right to payment, such as time sheets for personnel and subcontractors, copies of invoices and other requisitions from personnel and subcontractors.

9.02 Reimbursable Expenses. The Consultant shall submit an invoice documenting reimbursable expenses in accordance with the terms of the SC. The invoice shall include a description of the expenses and be supported by copies of receipts. NIR may require that the Consultant submit original receipts upon written request.

9.03 Invoices along with the required supporting documentation shall be sent electronically to:

invoice@nir.se
Attn: Irene Ryyänen, Programme
Controller
Näringslivets Internationella Råd
World Trade Center
Klarabergsviadukten 70
111 64 Stockholm

10. PAYMENTS

10.01 NIR shall make payment on undisputed amounts within thirty (30) days of receipt of a correct invoice approved by NIR.

10.02 If NIR fails to timely pay in accordance with the Contract, the Consultant shall only be entitled to interest from the due date at the rate specified by the law on late payments in the Consultant's country of incorporation as specified in the SC.

11. MODIFICATIONS, AMENDMENTS AND CHANGES

11.01 Modifications, amendments and changes to the terms and conditions of the Contract may only be made by written modification of the Contract as agreed to between the Parties, and shall not be effective until the written consent of NIR has been obtained.

12. FORCE MAJEURE

12.01 'Force Majeure' means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other exceptionally adverse weather conditions, strikes, lockouts or other industrial action/sanctions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent) and public health related events, such as a pandemic officially declared by the World Health Organization.

A Force Majeure event shall not be deemed to include: (i) any event which is caused by the negligence or intentional action of a Party or such Party's personnel or agents; (ii) any event which a diligent Party could reasonably have been expected to both: (a) take into account at the time the Contract was entered into; and (b) avoid or overcome in the carrying out of its obligations hereunder; or (iii) the insufficiency of funds, inability to make any payment required under the

Contract, or any economic conditions, including but not limited to inflation, price escalations or labour availability.

12.02 The failure of a Party to fulfill any of its performance obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such failure arises from a Force Majeure event, and provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures with the objective of carrying out the Services in accordance with the terms and conditions of the Contract.

12.03 A Party affected by a Force Majeure event shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

12.04 A Party affected by a Force Majeure event shall notify the other Party of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event. The Party affected by a Force Majeure event shall also provide (i) evidence of the nature and cause of such event, (ii) its expected duration and (iii) the impact it will have on the performance of the Contract. The Party affected by a Force Majeure event shall give notice to the other party of the restoration of normal conditions as soon as possible.

12.05 The Parties shall take all reasonable measures to minimise the consequence of any Force Majeure event.

12.06 Any period within which a Party is required by the Contract to complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of a Force Majeure event, provided that such Party has provided notice as required.

13. INSURANCE

13.01 The Consultant understands and agrees that as an independent contractor, the Consultant is responsible for maintaining adequate and customary insurance coverage at its own cost, and commensurate with the nature and extent of the Services, including professional liability insurance, indemnity insurance and

travel insurance, for the Consultant and for all of the Consultant's employees, representatives, agents, and subcontractors, including the personnel and subcontractors listed in the Contract Documents, who shall perform Services under the Contract. Such coverage shall also at a minimum comply with the requirements of the applicable laws of the country in which the Consultant is incorporated.

13.02 If the Consultant shall undertake travel to perform the Services under the Contract, the Consultant shall possess customary travel insurance. NIR will not in any case pay compensation in the event of death or disability, compensation for lost personal travel property, compensation for costs upon travel interruption or provide assault protection or legal protection in connection with travel or otherwise pay compensation or provide such protection that is covered by customary travel insurance.

13.03 Upon request, the Consultant shall provide NIR with certificates of insurance for coverages referencing the Contract.

14. INDEMNIFICATION

14.01 NIR hereby agrees to indemnify and hold harmless the Consultant and each person and affiliate associated with the Consultant against any and all direct losses, claims, damages, liabilities and expenses (including reasonable costs of investigation and legal counsel fees), arising out of, related to or based upon (i) any breach by NIR of any representation, warranty or covenant contained in or made pursuant to the Contract; or (2) any violation of law, rule or regulation by NIR or NIR's agents, employees, representatives or affiliates.

14.02 The Consultant hereby agrees to indemnify and hold harmless NIR and each person associated with NIR against any and all direct losses, claims, damages, liabilities and expenses (including reasonable costs of investigation and legal counsel fees), arising out of, related to or based upon (i) any breach by the Consultant of any representation, warranty or covenant contained in or made pursuant to the Contract; or (2) any violation of law, rule or regulation by the Consultant or the Consultant's agents, employees, representatives or affiliates.

14.03 If any Party or employee of a Party, subcontractors, anyone employed directly by any of them, or anyone for whose acts any of them is found liable in accordance with the Contract, the maximum amount of indemnifiable losses which may be recovered arising out of causes set forth in this Article shall be limited to the total sum of fees for Services and reimbursable expenses incurred at the time the act resulting in liability occurred.

14.04 Notwithstanding anything herein to the contrary, no indemnifying Party will be responsible for any indemnification obligation for the gross negligence or willful misconduct of the Party seeking indemnification. For the purposes of the Contract, 'gross negligence' shall mean any act or failure to act (whether sole, join, or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of or indifferent to foreseeable harmful consequences.

14.05 The provisions of this Article shall survive the expiration or sooner termination of the Contract with respect to matters arising out of facts or circumstances occurring during the period prior to such expiration or termination.

15. LIMITATION ON LIABILITY

15.01 The total aggregate liability of either Party for claims asserted under or in connection with the Contract, regardless of the form of the action or the theory of recovery, shall be limited to the total sum of fees for Services and reimbursable expenses incurred at the time the act resulting in liability occurred.

Each Party acknowledges and agrees that this limitation of liability shall apply whether or not the remedies allowed under the Contract are deemed adequate and whether or not such remedies fail their essential purpose.

15.02 No Party shall be liable for any special or consequential damages, or damages for loss of profits, revenue, data or data use, business reputation, goodwill or anticipated savings incurred by the other Party or the other Party's personnel and subcontractors, or any third party, whether in an action in agreement or tort.

15.03 The limitations of liability set forth in this Article shall not apply to the extent the liability arises from the fraud, intentional misconduct or gross negligence of either Party or anyone for whom they may be responsible.

15.04 The provisions of this Article shall survive the expiration or sooner termination of the Contract with respect to matters arising out of facts or circumstances occurring during the period prior to such expiration or termination.

16. SUSPENSION OF WORK

16.01 NIR may order the Consultant, by written notice, to suspend, delay or interrupt all or any part of the Services for the period of time that NIR determines appropriate or convenient for NIR.

16.02 If the suspension, delay or interruption under this Article is unreasonable in duration, the Parties may agree to modify the Contract accordingly. Under no circumstances will the Consultant be entitled to claim loss of profit in connection with or as a result of a suspension. No adjustment will be made for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Consultant, or suspensions arising from the Consultant's failure to abide by its safety obligations hereunder. In the event that the Contract is suspended by NIR, then the Consultant shall be paid for work deemed satisfactory by NIR up to the date of suspension.

17. TERMINATION

17.01 Termination for Convenience. Either Party may terminate the Contract, in whole or in part, if it determines, in its sole and absolute discretion, that a termination is in its best interests. In order to terminate the Contract, the terminating Party shall send the counter Party a written termination notice at least thirty (30) working days prior to the intended date of termination. Notice of such termination shall state that termination is for the Party's convenience. The notice shall also state the extent to which performance of the Services under the Contract is terminated, and the termination date. In the case of termination by either Party, unless otherwise

instructed by NIR, the Consultant shall stop work immediately on receipt of or submitting the termination notice and follow the instructions and directions of NIR.

In the event of a termination by NIR, the Consultant shall be entitled to be paid for the Services properly performed and reimbursable expenses incurred by the Consultant prior to the effective date of termination. The Consultant will also be paid for unavoidable direct costs, actually incurred by the Consultant, and directly related to the termination. The Consultant shall not be allowed, and expressly waives, payment for profit on Services that were not performed as of the termination date.

17.02 Termination for Force Majeure. NIR or the Consultant may terminate the Contract, by not less than ten (10) working days written notice sent to the other Party if: (i) as the result of a Force Majeure event, the Consultant is unable to perform a material portion of the Services for a period of more than thirty (30) days; or (ii) in the event the Consultant reasonably determines it is unable to continue to perform the Services due to a change in applicable law prohibiting it from providing such Services; or (iii) the Consultant is required to do so to comply with applicable laws, regulations or professional standards.

In the event of a termination for Force Majeure, the Consultant shall be entitled to be paid for the Services properly performed and reimbursable expenses properly incurred by the Consultant prior to the effective date of termination. The Consultant shall not be allowed, and expressly waives, payment for profit on Services that were not performed as of the termination date.

17.03 Termination for Default. If the Consultant materially fails to provide the Services in accordance with the period specified or in the manner required under the Contract; or if the Services do not conform to the requirements under the Contract; or if the Consultant becomes insolvent or unable to meet its payment obligations when due, or breaches any material obligation under the Contract, NIR shall give the Consultant a written notice describing the instances of default and giving the Consultant a reasonable opportunity to cure.

If the Consultant does not cure the default within the period specified in the written notice, NIR may, without prejudice to any other rights available to it by law, terminate the Contract for default by written notice, specifying the reason for the default, the portion(s) of the Contract defaulted and the effective date of default.

If the Consultant is in breach of the Contract or is identified on any sanctions list recognised by NIR, including, but not limited to, any current Resolutions of the United Nations Security Council, the World Bank Listing of Ineligible Firms & Individuals or any other list NIR deems applicable, the Contract shall be subject to immediate termination for default upon written notice to the Consultant.

In the event of a termination for default, the Consultant shall be entitled to be paid for Services properly performed prior to the effective date of termination, provided, however, that such payment shall not exceed the total sum of fees for Services and reimbursable expenses incurred at the time of notice of termination was provided in writing. The Consultant shall not be allowed, and expressly waives, payment for profit on Services which were not performed as of the termination date.

18. CLAIMS & DISPUTES

18.01 Notwithstanding any term or condition to the contrary in the Contract or any legal requirement from the jurisdiction of Sweden, neither NIR nor the Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on one Party by the other Party within one (1) year from the completion of the Services or termination of the Contract, whichever is earlier. Each Party agrees to waive all claims against the other in so far as such claims are not formally made in accordance with this Section.

18.02 Any dispute, controversy, claim or difference arising out of or in connection with the Contract, or the breach thereof, that cannot be amicably settled between the Parties shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the SCC Arbitration Institute.

18.03 The seat of arbitration shall be Stockholm, Sweden.

18.04 The language of the arbitration shall be English.

18.05 The contract shall be governed by the substantive law of Sweden.

18.06 Pending final resolution of any claim, dispute or action arising under or related to the Contract, the Consultant shall, if requested in writing by NIR, proceed diligently with the performance of the Contract.

19. COPYRIGHT

19.01 The deliverable report(s) and other creative work developed by the Consultant specifically and exclusively for NIR as provided under the Contract, including all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein whether on paper, disk, tape, digital file or any other media, (the 'Deliverable Services') are considered work made for hire in accordance with the copyright laws of Sweden. NIR is the sole proprietor of the Deliverable Services from the time of their creation and owns all rights, titles and interests therein throughout the world including, without limitation, the copyright and all related rights.

19.02 Under no circumstances shall the Consultant use, disclose, reproduce, publish, distribute or display copies to the public, modify, or prepare deliverables produced as a result of or in connection with, the Deliverable Services including derivative works, in whole or in part, without NIR's prior written consent.

20. NIR's PROPERTY

20.01 Equipment purchased for the Services and paid for out of funds disbursed by NIR to the Consultant pursuant to the provisions of the Contract shall be deemed to be the property of NIR. Upon completion of the Services, the Consultant shall transfer such equipment to NIR in accordance with the instructions of NIR. Upon the completion, termination or suspension of the Services, the Consultant shall furnish to NIR information in the form of inventories certified by the

Consultant, in respect of the equipment referred to in this Article.

20.02 All NIR property, including but not limited to equipment, drawings, research, writings, data in any format (including electronic), or other information furnished to Consultant by NIR for use in the performance of the Contract, shall at all times be the property of NIR. Upon completion, termination or expiration of the Contract, or at such other times as NIR may direct, the Consultant will return to NIR all such property, at the Consultant's expense.

21. NON-DISCLOSURE AND CONFIDENTIALITY

21.01 For the purposes of the Contract, 'Confidential Information' may include research, development, products, methods of manufacture, business plans, software code, routines, data, know-how, designs, inventions, customers, finances and personnel data related to the business or affairs of NIR and the Consultant and other tangible and intangible items. Confidential Information shall be marked as such. Information verbally disclosed as confidential shall be considered Confidential Information if it is confirmed in writing as such within ten (10) business days after the disclosure.

The foregoing notwithstanding, Confidential Information does not include any information that (i) is in the public domain through no fault of the receiving Party; (ii) was independently developed as shown by documentation; (iii) is disclosed to others without confidentiality restrictions; (iv) was already known by the receiving Party; (v) which a Party is required to disclose: (a) by law, (b) according to a decision rendered by government or public body, or (c) to claim its rights during a dispute between the Parties being resolved in accordance with the dispute resolution set out in the Contract; or (vi) the disclosing Party permits the receiving Party to disclose.

21.02 The Consultant shall not disclose and keep all Confidential Information entirely confidential, and not use, publish or make known to any persons other than its personnel and subcontractors any information, whether developed by the Consultant under the Contract or provided by NIR, without NIR's

prior written authorisation. For the avoidance of doubt, NIR shall have the right, in its sole discretion, to withhold the authorisations and/or consents referred to in the preceding sentences. The foregoing obligations shall not apply to any information that was in the Consultant's possession prior to commencement of Services under the Contract, or which is or shall become available to the general public in a printed publication through no fault of the Consultant.

21.03 When consulted by the news media, or others, about the Contract or the Services carried out under the Contract, the Consultant shall refer the request for information to NIR for its response. NIR shall be the only party making public representations regarding itself, the Contract, and/or the Services performed under the Contract.

21.04 NIR shall treat information that the Consultant has marked as proprietary or confidential in the same manner as NIR treats its own proprietary or confidential information.

21.05 Notwithstanding the provisions of this Article, NIR reserves the right to publicly disclose contract award information, including the name of the Consultant receiving the contract, the Consultant's country of incorporation, a brief description of the Services and the contract award amount. NIR reserves the right to provide any donor with the Consultant's proposal and contract documents.

21.06 The obligations established in this Article shall in no way limit the Consultant's internal use of the work created as part of the Services.

21.07 The Consultant shall not disclose and maintain in strict confidence indefinitely, even beyond termination of the Contract, any material related to the Contract and defined in this Article, unless written authorisation by NIR is provided in advance of any such confidential material being disclosed.

22. NIR'S NAME AND LOGO

22.01 The Consultant may, without prior approval of NIR, use NIR's name among its references in its customer lists or resumes. Any other use of NIR's name, including use of

NIR's logo or discussion of the Services performed by the Consultant for NIR, is not authorised without first obtaining written permission from NIR.

23. DATA PROTECTION

23.01 Where applicable, the Consultant will process personal data in accordance 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 /GDPR).

24. STANDARD OF CONDUCT

24.01 Having due regard to the nature and purposes of NIR, the Consultant agrees to adhere to the highest standards of ethical competence and integrity in the performance of the Contract and to comply with NIR's Code of Conduct, which is included in the Contract Documents. The Consultant agrees to require that all persons assigned to work under the Contract conduct themselves in a manner consistent with NIR's Code of Conduct.

24.02 The Consultant represents that, in providing the Services, it is and will be in compliance with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities of any jurisdiction in which work shall be performed under the Contract.

24.03 The Consultant and the Consultant's personnel, subcontractors and subcontractor's employees shall, during the term of the Contract, strictly avoid any activities that may create actual, potential or perceived conflicts of interest with their duties to NIR under the Contract.

24.04 The Consultant agrees that if it has reasonable grounds to believe that in the performance of the Contract that the Consultant, the Consultant's employees, subcontractors or subcontractors' employees have: (a) violated any applicable laws, ordinances, rules, regulations and lawful orders of public authorities in performing the Contract; (b) engaged in conduct that would lead to suspension, debarment or a finding of ineligibility; or (c) an actual, potential or

perceived conflict of interest, the Consultant will immediately disclose it in writing to NIR. In the case of an actual, potential or perceived conflict of interest, the Consultant shall include a description of the actions which the Consultant has taken or proposes to take to avoid, eliminate or mitigate the conflict.

24.05 The Consultant agrees that it will not discharge, demote, suspend, threaten, harass, retaliate against or otherwise discriminate against any of the Consultant's employees, subcontractors or subcontractors' employees in the terms and conditions of such employee's employment as a reprisal for such employee's disclosure to NIR or other proper authority information relating to a violation of NIR's Code of Conduct or any substantial violation of the law relating to the award or performance of the Contract.

24.06 The Consultant can freely compete or otherwise provide services for a subsequent assignment, unless the Consultant has an unfair advantage to compete in the relevant bidding process as a result of providing the Services which are the subject of the Contract.

24.07 The Consultant shall be required to complete NIR's Self-Declaration prior to the execution of the Contract and which shall form part of the Contract Documents.

25. SEVERABILITY

25.01 If any term or provision of the Contract shall to any extent be judicially declared invalid and unenforceable, the remainder of the Contract shall remain valid and enforceable to the extent possible.

25.02 Any provision of the Contract prohibited by the laws of any jurisdiction where the Services are provided or performed shall be ineffective within said jurisdiction, without invalidating the remaining provisions of the Contract.

26. AUDIT AND INVESTIGATION

26.01 Each invoice paid by NIR may be subject to a post-payment audit, whether internal or external, by NIR or by other authorised and qualified agents of NIR at any time during the term of the Contract and for the duration of the Sustainability Impact Accelerator Programme, including following

the expiration of the Contract for a period of up to seven (7) years from Contract expiry or termination.

27. ENTIRE CONTRACT

27.01 The Contract, including the Contract Documents attached hereto and referenced herein, constitutes the entire, integrated understanding and agreement between the Parties and supersedes any oral or prior written agreements with respect to the subject matter of the Contract.

.....
NIR

Stockholm, Sweden

Date:

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Place:

Date: