



## INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE

**SUPPLY CONTRACT No. [ ]**

*Project and Work Order number* [ ]

*Project Manager:* [ ]

### 1. INTRODUCTION

- 1.1. International IDEA would like you to provide, and you would like to provide, the goods and/or services (described below) to International IDEA.
- 1.2. These will be supplied in line with the Special Terms set out below and the annexes referred to in row 12 of the Special Terms (**Contract**).
- 1.3. Please read all these documents to understand your rights and obligations as a whole.
- 1.4. If there is any inconsistency between any of the terms of the Special Terms and those of the annexes, these will be dealt with as described in row 12 of the Special Terms.

### SPECIAL TERMS

| TERMS                           | KEY TERMS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. <b>Parties</b>               | <p><b>(1) The International Institute for Democracy and Electoral Assistance (International IDEA) and</b></p> <p><b>(2) [ ](Provider).</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3. <b>Start Date</b>            | [ ]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 4. <b>Goods and/or Services</b> | <p>Provider will:</p> <p>provide the goods as described in Annex B – Terms of Reference;</p> <p><b>AND/OR</b></p> <p>provide the services entitled: [ ], as described in Annex B – Terms of Reference</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5. <b>Contract Term</b>         | <p>The Contract will be in force from the Start Date and:</p> <p>[unless it is terminated earlier it will continue in place until the date for completion of the Services, namely [ ] (<b>End Date</b>).]</p> <p><b>OR</b></p> <p>[unless it is terminated earlier it will continue for</p> <ul style="list-style-type: none"> <li>• an initial period of [X] year[s] (<b>Initial Period</b>); and</li> <li>• then for further one year periods after that (each a <b>Renewal Period</b>) until;</li> <li>• [ ] (<b>Longstop Date</b>) when it will automatically terminate];</li> </ul> <p>provided International IDEA notifies the Provider in writing [x] days before the end of the Initial Period and each Renewal Period that it wishes the Contract to continue for the next Renewal Period.</p> |

| TERMS                   | KEY TERMS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. <b>Personnel</b>     | <p>The Provider will assign the following personnel to perform the Services:</p> <ul style="list-style-type: none"> <li>• [name] [title]</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 7. <b>Price</b>         | <p><u>Fixed Price</u></p> <p>*International IDEA will pay the Provider a fixed lump sum of [currency] [amount] inclusive of VAT or sales tax.</p> <p><b>OR</b></p> <p>*International IDEA will pay the Provider for the goods to be supplied in the amounts as set out in Annex C - Budget</p> <p><b>OR</b></p> <p><u>Variable Price :</u></p> <p>*International IDEA will pay the Provider fees on a time and material basis (<b>Rates</b>) inclusive of VAT or sales tax and for reimbursable expenses as set out in Annex C – Budget</p> <p>In total, the Price will not exceed: <b>(Ceiling)</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 8. <b>Payment Terms</b> | <p><u>Fixed Price:</u></p> <p>Subject to clause 9 of the General Terms in respect of Goods, or clause 11 of the General Terms in respect of Services, the Price will be paid as follows:</p> <p>(i) interim payment(s) in the amount of [currency] [amount in figures and words], on receipt and acceptance by International IDEA of [Deliverable] and a valid invoice: [please insert one line for each interim payment or delete if not applicable];</p> <p>(ii) final payment in the amount of [currency] [amount in figures and words] on receipt and acceptance by International IDEA of [Deliverables and/or final Reports] and a valid invoice.</p> <p><b>OR</b></p> <p><u>Variable Price:</u></p> <p>Subject to clause 9 of the General Terms in respect of Goods, or clause 11 of the General Terms in respect of Services, the Price will be paid as follows:</p> <p>(i) intermediate payment(s) will be made [insert regularity of payments if applicable] on receipt and acceptance by International IDEA of [progress Reports and/or Deliverable] and corresponding valid invoice [please insert one line for each intermediate payment or delete if not applicable];</p> <p>(ii) final payment on receipt and acceptance by International IDEA of [Deliverables and/or final Reports] and a valid invoice.</p> <p>All invoices must be submitted with the documents below (tick if required):</p> <ul style="list-style-type: none"> <li>• time sheets <input type="checkbox"/></li> <li>• Reports of progress of Services <input type="checkbox"/></li> <li>• original receipts</li> </ul> |

| TERMS                                                | KEY TERMS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                   |                         |                                                      |              |                           |                |                       |             |
|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-------------------------|------------------------------------------------------|--------------|---------------------------|----------------|-----------------------|-------------|
| 9. <b>Bank Details</b>                               | <p>International IDEA will transfer payments to the Provider's bank account:</p> <p><b>Bank Name:</b></p> <p><b>Bank Address:</b></p> <p><b>Account Holder:</b></p> <p><b>Account Holder's Address:</b></p> <p><b>IBAN of Account No.:</b></p> <p><b>BIC/SWIFT:</b></p> <p><b>ABA/Routing number/FedWire/Sortcode:</b></p> <p><b>Currency of Account:</b></p> <p>Any changes to these bank details will need to be agreed in an amendment signed by both Parties.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                   |                         |                                                      |              |                           |                |                       |             |
| 10. <b>Authorised Representatives</b>                | <p>(1) The Parties' representatives authorised to sign the Contract and any future amendments are:</p> <ul style="list-style-type: none"> <li>• for International IDEA: [ ] in their capacity as [ ]</li> <li>• for Provider: [ ] in their capacity as [ ],</li> </ul> <p>or their designated representatives.</p> <p>(2) The Parties' representatives for implementing the Services are:</p> <ul style="list-style-type: none"> <li>• [ ] for International IDEA and</li> <li>• [ ] for the Provider;</li> </ul> <p>or their designated representatives.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                   |                         |                                                      |              |                           |                |                       |             |
| 11. <b>Communication between the Parties</b>         | <p>Any communication between the Parties will be made at the following addresses:</p> <table border="0"> <tr> <td><b><u>International IDEA:</u></b></td><td><b><u>Provider:</u></b></td></tr> <tr> <td>Address: Strömsborg, SE- 103 34<br/>Stockholm, Sweden</td><td>Address: [ ]</td></tr> <tr> <td>Telephone: +46 8 698 3700</td><td>Telephone: [ ]</td></tr> <tr> <td>E-mail: info@idea.int</td><td>E-mail: [ ]</td></tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b><u>International IDEA:</u></b> | <b><u>Provider:</u></b> | Address: Strömsborg, SE- 103 34<br>Stockholm, Sweden | Address: [ ] | Telephone: +46 8 698 3700 | Telephone: [ ] | E-mail: info@idea.int | E-mail: [ ] |
| <b><u>International IDEA:</u></b>                    | <b><u>Provider:</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                   |                         |                                                      |              |                           |                |                       |             |
| Address: Strömsborg, SE- 103 34<br>Stockholm, Sweden | Address: [ ]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                   |                         |                                                      |              |                           |                |                       |             |
| Telephone: +46 8 698 3700                            | Telephone: [ ]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                   |                         |                                                      |              |                           |                |                       |             |
| E-mail: info@idea.int                                | E-mail: [ ]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                   |                         |                                                      |              |                           |                |                       |             |
| 12. <b>Documents that make up Contract</b>           | <p>The individual documents that make up the Contract are as follows:</p> <ol style="list-style-type: none"> <li>1. These Special Terms</li> <li>2. Annex A: General Terms (including its appendices)</li> <li>3. Annex B: Terms of Reference <b>OR</b> N/A</li> <li>4. Annex C: Budget <b>OR</b> N/A</li> <li>5. Annex D: Publishing Annex <b>OR</b> N/A</li> <li>6. Annex E: Data Protection <b>OR</b> N/A</li> <li>7. Annex F: Template Invoice</li> <li>8. Annex G: Provider's Proposal <b>OR</b> N/A</li> <li>9. Annex H: Standard Forms <b>OR</b> N/A:             <ul style="list-style-type: none"> <li>H1. Financial Report</li> <li>H2. Payment Request</li> </ul> </li> </ol> <p>If there is a conflict between the provisions of the different documents which form part of the Contract, these Special Terms will take precedence over the Annexes, and an Annex appearing higher in the above list, will prevail over an Annex appearing lower in the list, to the extent of that conflict.</p> |                                   |                         |                                                      |              |                           |                |                       |             |

| TERMS                                      | KEY TERMS                                                                                                                                                                       |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13. <b>Amendments to the General Terms</b> | <p>The Parties agree to amend the following clauses in the General Terms as follows:</p> <p>clause [x] will be considered deleted and replaced with: [insert new provision]</p> |

For and on behalf of **International**

**IDEA:**

Name:

---

Title:

---

Signature:

---

Date:

---

For and on behalf of **Provider:**

Name:

---

Title:

---

Signature:

---

Date:

---