

# 11.404 Contract clauses.

## (a) *Supplies* or services.

(1) The *contracting officer* may use a time of delivery clause to set forth a required delivery schedule and to allow an *offeror* to propose an alternative delivery schedule. The clauses and their *alternates* may be used in *solicitations* and contracts for other than *construction* and architect-engineering substantially as shown, or they may be changed or new clauses written.

(2) The *contracting officer* may insert in *solicitations* and contracts other than those for *construction* and architect-engineering, a clause substantially the same as the clause at [52.211-8](#), Time of Delivery, if the Government requires delivery by a particular time and the delivery schedule is to be based on the date of the contract. If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date of award, the *contracting officer* may use the clause with its *Alternate I*. If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date the contractor will receive notice of award, the *contracting officer* may use the clause with its *Alternate II*. If the delivery schedule is to be based on the actual date the contractor receives a written notice of award, the *contracting officer* may use the clause with its *Alternate III*.

(3) The *contracting officer* may insert in *solicitations* and contracts other than those for *construction* and architect-engineering, a clause substantially the same as the clause at [52.211-9](#), Desired and Required Time of Delivery, if the Government desires delivery by a certain time but requires delivery by a specified later time, and the delivery schedule is to be based on the date of the contract. If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date of award, the *contracting officer* may use the clause with its *Alternate I*. If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date the contractor will receive notice of award, the *contracting officer* may use the clause with its *Alternate II*. If the delivery schedule is to be based on the actual date the contractor receives a written notice of award, the *contracting officer* may use the clause with its *Alternate III*.

(b) *Construction*. The *contracting officer* shall insert the clause at [52.211-10](#), Commencement, Prosecution, and Completion of Work, in *solicitations* and contracts when a fixed-price *construction* contract is contemplated. The clause may be changed to accommodate the issuance of orders under indefinite-delivery contracts. If the completion date is expressed as a specific calendar date, computed on the basis of the contractor receiving the notice to proceed by a certain *day*, the *contracting officer* may use the clause with its *Alternate I*.

**Parent topic:** [Subpart 11.4 - Delivery or Performance Schedules](#)