



**NORTH ATLANTIC TREATY ORGANIZATION
JOINT ANALYSIS AND LESSONS LEARNED CENTRE**
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**SPECIAL TERMS AND CONDITIONS FOR DELIVERY ORDER-INDEFINITE QUANTITY
CONTRACTS (SUPPLIES)**

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1. PURPOSE

This is a Delivery Order Contract - Indefinite Quantity type of contract for the supply of an estimated number of [] supplies to the Joint Analysis and Lessons Learned Centre (JALLC) located in Monsanto, on the basis of the Statement Of Requirements (SOR) outlined in Enclosure (A).

2. DURATION OF THE CONTRACT

- a. The contract shall be awarded subject to availability of funds through this RFQ.
- b. The contract awarded through this RFQ will be in force beginning [] until [], with up to [] year extension-option. However, the Military Budget of NATO funds the JALLC on an annual basis and funding is therefore available only for the basic year. If termination must occur because of lack of funding, the Parties agree that the termination will not be treated as termination for the convenience of JALLC.

3. PERFORMANCE

- a. This contract includes an estimate of the JALLC requirements during the contract period. However, the JALLC is obligated to order only its actual requirements. Therefore, the contract shall be managed on a demand-based procedure.
- b. Due to the nature of this Indefinite-Quantity type of contract, a minimum and maximum limit has been established (to include the extension options). Any order of goods in excess of the limits below requires the contractor to approve the requirement.
 - (1) Minimum Estimate Limit is hereby set at [] EUR
 - (2) Maximum Estimate Limit is hereby set at [] EUR
- c. Additional or changing requirements shall be placed against the resulting contract via a contract modification. Subsequent modifications shall be forwarded to the contractor and shall identify category requirements, accompanying Statement of Requirements. Following contractor acceptance of modifications, failure to meet contractual delivery time(s) set in these individual orders shall result in the application of the Liquidated Damages Clause of Enclosure [], Section 33 (JALLC General Terms and Conditions) and possible termination actions.

4. PERIOD OF PERFORMANCE

The dates for the basic year and option year are annotated below:

- a. Basic Year: [] through []
- b. Option Year 1: [] through []

5. PRICE PROPOSAL

- a. Quoted prices shall remain valid for the initial year of the contract, from [] until []. All prices shall be firm and fixed and shall include all associated costs.
- b. The only allowable consideration for adjustment of firm-fixed price contract shall be economical adjustment based on approved cost indexes of labour and/or published prices of material cost standards. Requests for adjustment shall be submitted no

later than 15 December of the prior year. Adjustments shall not apply until approved by the Contracting Officer.

- c. The Price Proposal shall be submitted in EUR currency on the attached PRICE PROPOSAL FORMAT (Enclosure ■■■). Bidders must note that partial bidding is not authorised.

6. NON-EXCLUSIVE RIGHTS

- a. Subject to the availability of funds granted by NATO Budget Committee (BC), orders will be placed with the Contractor.
- b. For information purposes only and without any prejudice, total annual value of the prospective contract is estimated in an amount of ■■ EUR.
- c. However, JALLC cannot guarantee that the total value of the contract will reach any minimum amount.

7. ORDERING OFFICER

- a. Upon award, an Ordering Officer will be appointed by the Contracting Officer for the purpose of placing orders against the contract;
- b. By this designation, the Ordering Officer is authorized to take any and all action which could lawfully be taken by the Contracting Officer with respect to:
 - (1) Placing orders to be fulfilled by the Contractor up to a total specified amount per order;
 - (2) Maintaining of liaison and direct communication with the Contractor for every issue related to the orders.
- c. The designation as Ordering Officer remains in effect through the life of the contract, unless sooner revoked/terminated by the Contracting Officer.

8. EXTENT OF OBLIGATION

Upon award of the contract, JALLC will only be obligated to the extent of authorised purchases actually made against the contract by authorized Ordering Officer(s).

9. PROCESSING OF ORDERS

- a. Orders placed against the contract can be made by email only.
- b. Orders may only be placed by duly authorized Ordering Officers within the limit of their authority.
- c. Ordering officers will place orders stating the items and quantities being ordered.
- d. The Supplier shall not deliver any supplies without an express written, dated, and approved order form.
- e. Orders will be processed by the supplier immediately upon their receipt.

10. DELIVERY TERMS

- a. Items ordered through this contract are subject to the following Incoterms: DDP – Delivered Duty Paid.
- b. Items ordered through this contract shall normally be delivered within the number of working weeks specified in the Price Proposal (Enclosure ■).
- c. If the contractor expects delay for delivery of some items he/she will advise the Ordering Officer of the expected delivery date. In such case, the Ordering Officer will be authorized to partially or totally cancel his/her order to obtain it from another source.

11. MARKING, LABELING, PACKAGING

- a. As a minimum, all packages will be labelled with:
 - (1) The complete delivery address as indicated on the order form received;
 - (2) The contract number and;
 - (3) The purchase order number.
- b. All packages will be accompanied by a delivery ticket indicating, as a minimum, the description of the items contained with their respective quantity.

12. DELIVERY PLACE

- a. All supplies will be delivered to the designated delivery place stated on the order form.
- b. Goods will be delivered during regular working hours that will be specified upon award of the contract.

13. INSPECTION AND ACCEPTANCE OF GOODS

- a. Packaging inspection will take place at the location and time of delivery; any damage will be recorded on the delivery note.
- b. The JALLC receiving authority is responsible for determining the quantitative and qualitative compliance of the items with the terms and conditions of the contract. Where it is not possible to test operation of supplies/equipment prior to receipt signature, acceptance shall be based on quantity only, with discovered discrepancies handled via applicable warranty clauses. Nonconforming supplies shall be immediately rejected. Unless otherwise provided in the contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.