

## 52.246-7 Inspection of Research and Development-Fixed-Price.

As prescribed in 46.307(a), insert the following clause:

### *Inspection of Research and Development-Fixed-Price (Aug 1996)*

(a) The Contractor *shall* provide and maintain an *inspection* system acceptable to the Government covering the work under this contract. Complete records of all *inspection* work performed by the Contractor *shall* be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(b) The Government has the right to inspect and test all work called for by the contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government *may* also inspect the premises of the Contractor or any subcontractor engaged in contract performance. The Government *shall* perform *inspections* and tests in a manner that will not unduly delay the work.

(c) If the Government performs any *inspection* or test on the premises of the Contractor or a subcontractor, the Contractor *shall* furnish and *shall* require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government *shall* bear the expense of Government *inspections* or tests made at other than the Contractor's or subcontractor's premises.

(d) The Government *shall* accept or reject the work as promptly as practicable after delivery, unless otherwise specified in the contract. Government failure to inspect and accept or reject the work *shall* not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming work. Work is nonconforming when it is defective in material or workmanship or is otherwise not in conformity with contract requirements.

(e) The Government has the right to reject nonconforming work. If the Contractor fails or is unable to correct or to replace nonconforming work within the delivery schedule (or such later time as the *Contracting Officer* may authorize), the *Contracting Officer* may accept the work and make an equitable price reduction. Failure to agree on a price reduction *shall* be a dispute.

(f) *Inspection* and test by the Government does not relieve the Contractor from responsibility for defects or other failures to meet the contract requirements that *may* be discovered before acceptance. Acceptance *shall* be conclusive, except for *latent defects*, fraud, gross mistakes amounting to fraud, or as otherwise specified in the contract. If acceptance is not conclusive for any of these causes, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, *shall* have the right to require the Contractor-

(1) At no increase in contract price, to correct or replace the defective or nonconforming *supplies* (work) at the original point of delivery or at the Contractor's plant at the *Contracting Officer's* election, and in accordance with a reasonable delivery schedule as *may* be agreed upon between the Contractor and the *Contracting Officer*; provided, the *Contracting Officer* may require a reduction in

contract price if the Contractor fails to meet such delivery schedule; or

(2) Within a reasonable time after the Contractor's receipt of notice of defects or nonconformance, to repayment of such portion of the contract price as is equitable under the circumstances if the Government elects not to require correction or replacement. When *supplies* (work) are (is) returned to the Contractor, the Contractor *shall* bear transportation costs from the original point of delivery to the Contractor's plant and return to the original point of delivery when that point is not the Contractor's plant.

(End of clause)

**Parent topic:** [52.246 \[Reserved\]](#)