

# 52.246-4 Inspection of Services-Fixed-Price.

As prescribed in [46.304](#) , insert the following clause:

*Inspection of Services-Fixed-Price* (Aug 1996)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor *shall* provide and maintain an *inspection* system acceptable to the Government covering the services 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.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government *shall* perform *inspections* and tests in a manner that will not unduly delay the work.

(d) If the Government performs *inspections* or tests 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.

(e) If any of the services do not conform with contract requirements, the Government *may* require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government *may*-

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government *may*-

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

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