

Subpart 46.5 - Acceptance

46.501 General.

Acceptance constitutes acknowledgment that the *supplies* or services conform with applicable contract quality and quantity requirements, except as provided in this subpart and subject to other terms and conditions of the contract. Acceptance *may* take place before delivery, at the time of delivery, or after delivery, depending on the provisions of the terms and conditions of the contract. *Supplies* or services *shall* ordinarily not be accepted before completion of Government contract quality assurance actions (however, see [46.504](#)). Acceptance *shall* ordinarily be evidenced by execution of an acceptance certificate on an *inspection* or *receiving report* form or commercial shipping document/packing list.

46.502 Responsibility for acceptance.

Acceptance of *supplies* or services is the responsibility of the *contracting officer*. When this responsibility is assigned to a cognizant *contract administration office* or to another agency (see [42.202\(g\)](#)), acceptance by that office or agency is binding on the Government.

46.503 Place of acceptance.

Each contract *shall* specify the place of acceptance. Contracts that provide for Government contract quality assurance at source *shall* ordinarily provide for acceptance at source. Contracts that provide for Government contract quality assurance at destination *shall* ordinarily provide for acceptance at destination. (For transportation terms, see [subpart 47.3](#).) *Supplies* accepted at a place other than destination *shall* not be reinspected at destination for acceptance purposes, but *should* be examined at destination for quantity, damage in transit, and possible substitution or fraud.

46.504 Certificate of conformance.

A certificate of conformance (see [46.315](#)) *may* be used in certain instances instead of source *inspection* (whether the contract calls for acceptance at source or destination) at the discretion of the *contracting officer* if the following conditions apply:

(a) Acceptance on the basis of a contractor's certificate of conformance is in the Government's interest.

(b)

(1) Small losses would be incurred in the event of a defect; or

(2) Because of the contractor's reputation or *past performance*, it is likely that the *supplies* or

services furnished will be acceptable and any defective work would be replaced, corrected, or repaired without contest. In no case *shall* the Government's right to inspect *supplies* under the *inspection* provisions of the contract be prejudiced.

46.505 Transfer of title and risk of loss.

(a) Title to *supplies shall* pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to *supplies shall* remain with the contractor until, and *shall* pass to the Government upon-

(1) Delivery of the *supplies* to a carrier if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the *supplies* to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section *shall* not apply to *supplies* that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming *supplies* remains with the contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section *shall* apply.

(d) Under paragraph (b) of this section, the contractor *shall* not be liable for loss of or damage to *supplies* caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(e) The policy expressed in (a) through (d) of this section is specified in the clause at 52.246-16, Responsibility for *Supplies*, which is prescribed in 46.316.