52.211-11 Liquidated Damages-Supplies, Services, or Research and Development.

As prescribed in 11.503(a), insert the following clause in *solicitations* and contracts:

Liquidated Damages-*Supplies*, Services, or Research and Development (Sept 2000)

(a) If the Contractor fails to deliver the *supplies* or perform the services within the time specified in this contract, the Contractor *shall*, in place of actual damages, pay to the Government liquidated damages of $_____ per calendar *day* of delay [*Contracting Officer insert amount*].

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar *supplies* or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

Parent topic: 52.211 [Reserved]