

 <p>LBP RESOURCES AND DEVELOPMENT CORPORATION 24TH Floor LBP Plaza 1598 M.H Del Pilar cor. Dr. J. Quintos St. Malate Manila</p>	<p>CONSTRUCTION MANAGEMENT DEPARTMENT MANUAL</p>	<p>Class Code: D</p>
	<p>Chapter 5: Liquidated Damages and Other Penalties</p>	<p>Reference Code:</p>
<p>OM-CMD-5.0</p>		
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A. LIQUIDATED DAMAGES

It refers to damages for the delay incurred by the Procuring Agency caused by the contractor.

- A.1 It is understood and agreed that time is of the essence of the Project Agreement. In the event that LBRDC refuses or fails to complete the PROJECT within the time specified, or within the valid extension(s) granted to them by the Procuring Agency, if any, the Procuring Agency is hereby authorized to deduct from any amount due or which may become due from LBRDC as its payment for the liquidated damages under the Agreement. However, no liquidated damages or any excess cost shall be charged when the delay in completion of the project is due to unforeseeable causes beyond the control and without the fault or negligence of LBRDC or to any causes beyond the control and without the fault or negligence of LBRDC or to any causes directly attributable to the Procuring Agency or to force majeure.
- A.2 In case the total sum of liquidated damages exceeds 10% of the total contract price, the Procuring Agency may impose additional amount by way of actual damages.