



تبعات تعليق العمل في العقود الإنشائية (عقود فيديك)

**“Consequences of Suspension of
Work in Construction Contracts”
(FIDIC)**

**Eng. Omar Al- Harasses
5 MAY 2025**



International Federation of
Consulting Engineers (FIDIC)

“Red Book”

“Conditions Of Contract For Construction”

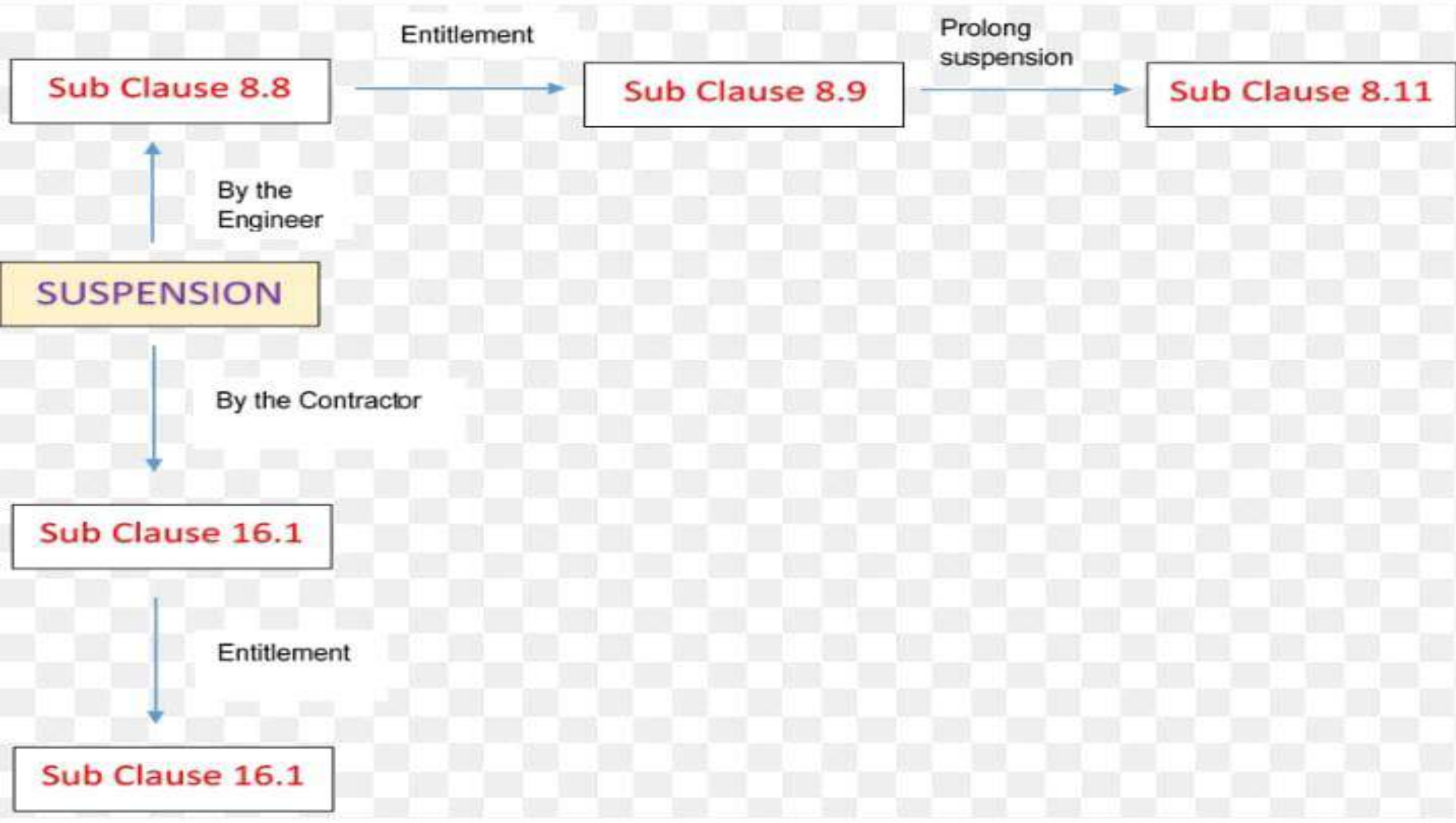


First Edition 1999




Second Edition 2017





8.8

Suspension of Work



The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

The Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub- Clauses 8.9, 8.10 and 8.11 shall not apply.

8.9

Consequences of Suspension

If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's instructions under Sub-Clause 8.8 [*Suspension of Work*] and/or from resuming the work, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [*Contractor's Claims*] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [*Extension of Time for Completion*], and
- (b) payment of any such Cost, which shall be included in the Contract Price.





After receiving this notice, the Engineer shall proceed in accordance with Sub- Clause 3.5 [*Determinations*] to agree or determine these matters.

The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [*Suspension of Work*].

Contractor's *Risk-based* Claims (Red Book) 1999

Profit	Cost	E.O.T	Item Description	Sub clause
X	X	X	Delayed Drawings or Instructions	1\9
X	X	X	Right of Access to the Site	2\1
X	X	X	Setting Out	4\7
	X	X	Unforeseeable Physical Conditions	4\12
	X	X	Fossils	4\24
X	X	X	Testing	7\4
	X	X	Consequences of Suspension	8\9
X	X		Taking Over of Parts of Works	10\2
X	X	X	Interference with Tests on Completion	10\3
X	X		Contractor to Search	11\8

8.10

Payment for Plant and Materials in Event of Suspension

The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials which have not been delivered to Site, if:


(a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than 28 days, and

(b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Engineer's instructions.



8.11

Prolonged Suspension



If the suspension under Sub-Clause 8.8 [*Suspension of Work*] has continued for more than 84 days, the Contractor may request the Engineer's permission to proceed. If the Engineer does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [*Variations and Adjustments*] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [*Termination by Contractor*].

8.12

Resumption of Work



After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension.

7. Differences between 1999 Construction & 1987 Red

15.5: Employer can terminate at any time for his convenience by giving notice, with two provision (not so that he can complete the Works himself; not so he can arrange the Works to be completed by another Contractor).

16.1: Contractor entitled, to suspend or reduce the rate of work where the Engineer fails to certify an interim payment certificate or the Employer fails to provide information about Employer's financial arrangement.


17.3: Risks now include terrorism.

17.6: New limitation of liability clause is introduced.


18: Insurance provisions leave insurance to be discussed and agreed at a meeting before date of the letter of acceptance.

16.1

Contractor's Entitlement to Suspend Work



If the Engineer fails to certify in accordance with Sub-Clause 14.6 [*Issue of Interim Payment Certificates*] or the Employer fails to comply with Sub-Clause 2.4 [*Employer's Financial Arrangements*] or Sub-Clause 14.7 [*Payment*], the Contractor may, after giving not less than 21 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.





The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [*Delayed Payment*] and to termination under Sub-Clause 16.2 [*Termination by Contractor*].

If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.



If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [*Contractor's Claims*] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [*Extension of Time for Completion*], and
- (b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.


After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [*Determinations*] to agree or determine these matters



NOTICE OF SUSPENSION

8.9

Employer's Suspension




The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works, which instruction shall state the date and cause of the suspension. During such suspension, the Contractor shall protect, store and secure such part or all of the Works (as the case may be) against any deterioration, loss or damage.

To the extent that the cause of such suspension is the responsibility of the Contractor, Sub-Clauses 8.10 [*Consequences of Employer's Suspension*], 8.11 [*Payment for Plant and Materials after Employer's Suspension*] and 8.12 [*Prolonged Suspension*] shall not apply.

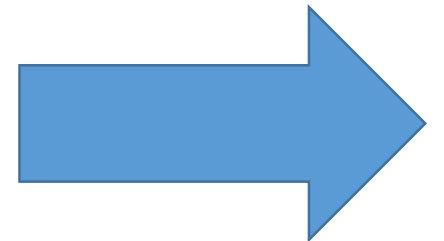
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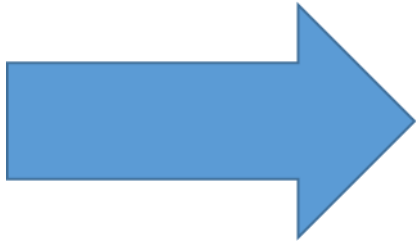
Consequences of Employer's Suspension



If the Contractor suffers delay and/or incurs Cost from complying with an Engineer's instruction under Sub-Clause 8.9 [*Employer's Suspension*] and/ or from resuming the work under Sub-Clause 8.13 [*Resumption of Work*], the Contractor shall be entitled subject to Sub-Clause 20.2 [*Claims For Payment and/or EOT*] to EOT and/or payment of such Cost **Plus Profit**.

The Contractor shall not be entitled to EOT, or to payment of the Cost incurred, in making good:





(a) the consequences of the Contractor's faulty or defective (design, if any) workmanship, Plant or Materials; and/or

(b) any deterioration, loss or damage caused by the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.9 [*Employer's Suspension*].

Contractor's *Risk-based* Claims (Red Book) 2017

Profit	Cost	E.O.T	Item Description	Sub clause
X	X	X	Delayed Drawings or Instructions	1\9
X	X	X	Right of Access to the Site	2\1
X	X	X	Setting Out	4\7
	X	X	Unforeseeable Physical Conditions	4\12
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X	X	X	Testing	7\4
X	X	X	Consequences of Suspension	8\9
X	X		Taking Over of Parts of Works	10\2
X	X	X	Interference with Tests on Completion	10\3
X	X		Contractor to Search	11\8


8.11

Payment for Plant and Materials after Employer's Suspension

The Contractor shall be entitled to payment of the value (as at the date of suspension instructed under Sub-Clause 8.9 [*Employer's Suspension*]) of Plant and/or Materials which have not been delivered to Site, if:

- (a) the work on Plant, or delivery of Plant and/or Materials, has been suspended for more than 28 days and
- (i) the Plant and/or Materials were scheduled, in accordance with the Programme, to have been completed and ready for delivery to the Site during the suspension period; and





(ii) the Contractor provides the Engineer with reasonable evidence that the Plant and/or Materials comply with the Contract; and

(b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Engineer's instructions

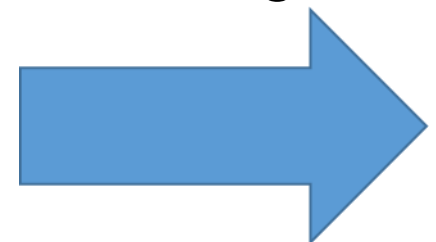
8.12

Prolonged Suspension

If the suspension under Sub-Clause 8.9 [*Employer's Suspension*] has continued for more than 84 days, the Contractor may give a Notice to the Engineer requesting permission to proceed.

If the Engineer does not give a Notice under Sub-Clause 8.13 [*Resumption of Work*] within 28 days after receiving the Contractor's Notice under this Sub-Clause, the Contractor may either:

a) agree to a further suspension, in which case the Parties may agree the EOT and/or Cost **Plus Profit** (if the Contractor incurs Cost), and/or payment for suspended Plant and/or Materials, arising from the total period of suspension;






or (and if the Parties fail to reach agreement under this subparagraph (a))

(b) after giving a (second) Notice to the Engineer, treat the suspension as an omission of the affected part of the Works (as if it had been instructed under Sub-Clause 13.3.1 [*Variation by Instruction*]) with immediate effect including release from any further obligation to protect, store and secure under Sub-Clause 8.9 [*Employer's Suspension*]. If the suspension affects the whole of the Works, the Contractor may give a Notice of termination under Sub-Clause 16.2 [*Termination by Contractor*].

8.13

Resumption of Work



Contractor shall resume work as soon as practicable after receiving a Notice from the Engineer to proceed with the suspended work. At the time stated in this Notice (if not stated, immediately after the Contractor receives this Notice), the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension.

The Engineer shall record any deterioration, loss, damage or defect in the Works or Plant or Materials which has occurred during the suspension and shall provide this record to the Contractor.

The Contractor shall promptly make good all such deterioration, loss, damage or defect so that the Works, when completed, shall comply with the Contract.

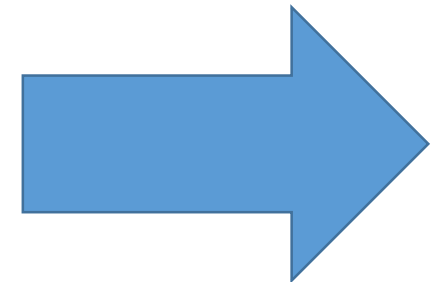
NOTICE OF SUSPENSION

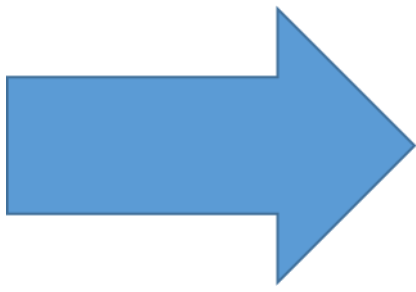
16.1

Suspension by Contractor

If:

- (a) the Engineer fails to certify in accordance with Sub-Clause 14.6 [Issue of IPC];
- (b) the Employer fails to provide reasonable evidence in accordance with Sub-Clause 2.4 [*Employer's Financial Arrangements*];
- (c) the Employer fails to comply with Sub-Clause 14.7 [*Payment*]; or
- (d) the Employer fails to comply with:

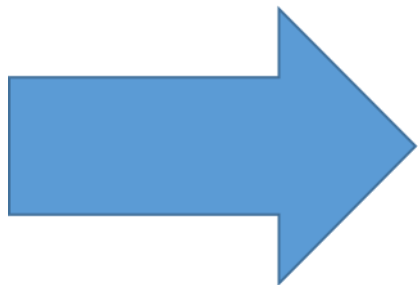




(i) a binding agreement, or final and binding determination under Sub-Clause 3.7 [*Agreement or Determination*]; or

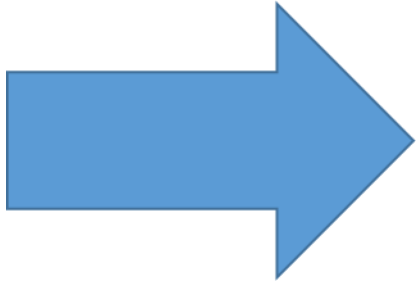
(ii) a decision of the DAAB under 21.4 [*Obtaining DAAB's Decision*]

(whether binding or final and binding) and such failure constitutes a material breach of the Employer's obligations under the Contract, the Contractor may, not less than 21 days after giving a Notice to the Employer (which Notice shall state that it is given under this Sub-Clause 16.1), suspend work (or reduce the rate of work) unless and until the Employer has remedied such a default.



This action shall not prejudice the Contractor's entitlements to financing charges under Sub-Clause 14.8 [*Delayed Payment*] and to termination under Sub-Clause 16.2 [*Termination by Contractor*].

If the Employer subsequently remedies the default as described in the above Notice before the Contractor gives a Notice of termination under Sub-Clause 16.2 [*Termination by Contractor*], the Contractor shall resume normal working as soon as is reasonably practicable.



If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall be entitled subject to Sub-Clause 20.2 [*Claims For Payment and/or EOT*] to EOT and/or payment of such Cost Plus Profit.