



If the contractor submits observations, the contracting authority, taking into account the relevant observations, must *notify* the contractor:

- a) of the withdrawal of its intention to reduce payment; or
- b) of its final decision to reduce payment and the corresponding amount.

### **II.16.3. Claims and liability**

Any reduction in price does not affect the contractor's actual or potential liability or the contracting authority's rights under Article II.18.

## **II.17. SUSPENSION OF THE IMPLEMENTATION OF THE FWC**

### **II.17.1. Suspension by the contractor**

If the contractor is affected by *force majeure*, it may suspend the provision of the services under a *specific contract*.

The contractor must immediately *notify* the contracting authority of the suspension. The *notification* must include a description of the *force majeure* and state when the contractor expects to resume the provision of services.

The contractor must *notify* the contracting authority as soon as it is able to resume *performance of the specific contract*, unless the contracting authority has already terminated the FWC or the *specific contract*.

### **II.17.2. Suspension by the contracting authority**

The contracting authority may suspend the *implementation of the FWC* or *performance of a specific contract* or any part of it:

- a) if the procedure for awarding the FWC or a *specific contract* or the *implementation of the FWC* proves to have been subject to *irregularities, fraud or breach of obligations*;
- b) in order to verify whether the presumed *irregularities, fraud or breach of obligations* have actually occurred.

The contracting authority must *formally notify* the contractor of the suspension and the reasons for it. Suspension takes effect on the date of *formal notification*, or at a later date if the *formal notification* so provides.

The contracting authority must *notify* the contractor as soon as the verification is completed whether:

- a) it is lifting the suspension; or
- b) it intends to terminate the FWC or a *specific contract* under Article II.18.1(f) or (j).

The contractor is not entitled to compensation for suspension of any part of the FWC or a *specific contract*.

The contracting authority may in addition suspend the time allowed for payments in accordance with Article II.21.7.