

Re: Contract for VELA 10-11

Tue 24/03/20 09:37

To:xxxxxxxxxxxxxxxx

Cc:xxxxxxxxxxxxx

Dear Colleagues,

the AOS has in these circumstances the right to accept slower execution of a contract, modifications in the way services are provided, suspension of the contract etc. The situation of forced inactivity is the same for us as for our contractors, and it is for this reason justified and equitable not to consider the application of any penalties. To "stop the clock" during a period of suspension with respect to the price-revision mechanism would in my opinion be comparable to an unforeseen penalty *under these circumstances*. We should not consider such an option.

Best regards,

xxxxxxx

From:

Sent: 24 March 2020 09:23

To: xxxxxxxxxxxxxx

Cc: xxxxxxxxxxxxxxxx

Subject: RE: Contract for VELA 10-11

Ciao a tutti,

Ho visto, a parte, la risposta di xxxxxxxxxx che dice che la Control Sistem in questi giorni sta lavorando dalla sua Sede. xxxxxxxxx, tu mi chiedi se il periodo di una eventuale sospensione del contratto potrebbe essere computato ai fini della revisione prezzi che, in base all'art. II.19, potrebbe richiedere annualmente. Non essendomi mai capitato un caso del genere, chiedo una conferma a xxxxxxxxxx.

Grazie e saluti

xxxxxxxxxxxxx

From: xxxxxxxxxxxxxxxxxxxx

Sent: Monday, March 23, 2020 3:01 PM

To: xxxxxxxxxxxxxxxxxxxx

Subject: Re: Contract for VELA 10-11

No, Control Sistem ci ha detto che per loro un allungamento dei tempi va bene purché non vengano

applicare le penalità per non il rispetto della deadline.

La sospensione può portare ad una revisione dei prezzi?

XXXXXXXXXXXXXXXXXX

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From: XXXXXXXXXXXXXXXXXXXX
Sent: 23 March 2020 12:31
To: XXXXXXXXXXXXXXXXXXXX
Subject: RE: Contract for VELA 10-11

Ciao a tutti,
E' al Control Sistem che ci chiede di fare una lettera-amendment?
A mio parere sarebbe sufficiente una lettera di sospensione dell'esecuzione del contratto, firmata dalle Parti e giustificata dalla "force majeure", con successiva lettera di ripresa una volta che ci saranno le condizioni per riaprire il cantiere.
Saluti
XXXXXXXXXXXXXXXXXX

From: XXXXXXXXXXXXXXXXXXXX
Sent: Monday, March 23, 2020 9:28 AM
To: XXXXXXXXXXXXXXXXXXXX
Subject: Re: Contract for VELA 10-11

xxxxxxxxxxxxx,
per me va benissimo come hai impostato la lettera.

L'unico problema che vedo e' che al momento non possiamo prevedere di quanti mesi dovremo estendere il contratto.

Se scegliamo un valore conservativo, diciamo 6 mesi, il rischio e' che poi sia per noi penalizzante se il ritardo e' invece minore mentre se scegliamo un valore basso rischiamo di dover fare un secondo amendment.

Cosa suggerite?

From: xxxxxxxxxxxxxxxxxxxx
Sent: 23 March 2020 07:27
To: xxxxxxxxxxxxxxx
Cc: xxxxxxxxxxxxxxx
Subject: RE: Contract for VELA
10-11

Carlo buongiorno
avrei preparato una lettera emendamento piuttosto semplice

Subject: Extension of contract N

Dear

With reference to art concerning *force major* Due to the COVID-19 emergency, I hereby inform you, as Contracting Authority, that the above mentioned contract (the duration of phase 1, 2, 3 as indicated in art ... for c 935850) is to be considered extended bymonths .
The new contract duration is consequently.....months.

All the other provisions of the original contract shall remain valid and unchanged.

The present Letter Amendment shall form an integral part of the original contract and it shall enter into force on the date on which it is signed by the last contracting party.

xxxxxxxxxxxxx buongiorno
L'estensione del contratto Control System si ripercuote sulla durata complessiva delle fasi 1, 2, 3 che dovrebbe terminare a settembre e che quindi ricade sulla durata complessiva o pensi di fare in altro modo?

Grazie

C

From: xxxxxxxxx
Sent: Thursday, March 19, 2020 10:32 AM
To: Bxxxxxxxxxxxxxxxxxx;
Subject: Fw: Contract for VELA 10-11

xxxxxxxxxx,
come vedete anche il Direttore e' d'accordo.

Grazie

xxxxxxxxxxxxxxxxxx

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From: xxxxxxxxx
Sent: 19 March 2020 10:06
To: xxxxxxxxxxxxxxxxx
Cc: xxxxxxxxxxxxxxxxxxxxx
Subject: Re: Contract for VELA 10-11

Thanks I will sign pdf through the qualified electronic signature - pls make sure this is in the contract (xxxxxxxxxx in cc knows the formulation) I can also get pdf via email if it is convenient

On 19 Mar 2020, at 09:58, xxxxxxxxxxxx wrote:

FYI

From: xxxxxxxxxxxx (JRC-ISPRA)
Sent: 19 March 2020 09:52
To: xxxxxxxx
Cc: xxxxxxxxxxxx
Subject: RE: Contract for VELA 10-11

Dear xxxxxxxxxxxx,
I confirm that your approach is perfectly correct. Also the proposal from
xxxxxxxxxx seems fine.

Many thanks.
Cari saluti
xxxxxxxxxx

From: xxxxxxxxxxxx
Sent: Thursday, March 19, 2020 8:43 AM
To: xxxxxxxxxxxxxxxxx
Cc: xxxxxxxxxxxxxxxxx

Subject: Re: Contract for VELA 10-11

Dear xxxxxxxxxxxx .
We spoke about this contract last week, in a first moment the direction was to suspend the contract that couldn't be performed but due to the fact that Control System is working on the documentation side the amendment is right and fine for us. I would suggest a formal amendment through an exchange of letter with both signatures if xxxxxxxxx agrees. I prepare the draft.

Fee free to call on my mobile phone if you need (you have the number) ,
also my work phone is forwarded

A tutti una buona giornata
C

Da: "xxxxxxxxxx (JRC-ISPRA)" **Data:** mercoledì18 marzo 2020
22:14:16

A: xxxxxxxxxxxxxx

Cc: xxxxxxxxxxxxxx

Oggetto: Contract for VELA 10-11

xxxxxxxxxxxxxx

I have checked with our Director what should we do with the Vela 10-11 contract.

He today has forwarded to me documents providing the guidelines, among others, in the case of contracts that cannot be executed due to the Coronavirus emergency.

Below the extract from this document:

"With respect to contract execution, where the execution of the contract is impeded because of COVID-19, authorizing officers should exercise their discretion as AOS in permitting substitute performance or delayed performance. Please note that any request for a delay or substitute performance, which will probably result in an Ref. Ares(2020)1631973 - 18/03/2020 2 amendment to the contract, needs to be discussed and agreed with your local financial unit in Directorate R (R1 for Seville, R2 for Petten, R6 for Geel, R7 for Karlsruhe, R8 for Brussels HQ and Ispra). No agreement on this subject should take place with the contractor without the prior approval of the financial person responsible for the contract. "

I have spoken with Mr xxxxxxxx who of course is worried of possible penalties in case of deadline not respected. I reassured him that considering the situation we will not apply penalties if the delay is linked to the Covid emergency and that we might extend the deadline with an amendment in due time. He would be happy with this approach.

However from the guidelines it is clear that the approach has to be approved by your unit.

Please let us know what you consider the best way forward.

Regards

xxxxxxxxxxxxxx

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