

RE: Contract for VELA 10-11

XXXXXXX

Tue 24/03/20 09:23

To:XXXXXXXXXXXXXXXXXXXX; Cc:XXXXXXXXXXXXXXXXXXXX

1 attachments (2 MB)

Contract 935850 .pdf;

Ciao a tutti,

Ho visto, a parte, la risposta di xxxxxxxxxxxxxxxxxxxx che dice che la Control Sistem in questi giorni sta lavorando dalla sua Sede. xxxxxxxxxxxx, 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 xxxxxxxx.

Grazie e saluti

XXXXXXXXXXXXXXXXXXXX

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 applicate le penalità per non il rispetto della deadline.

La sospensione può portare ad una revisione dei prezzi?

XXXXXXXXXXXX

Deputy Head of Unit

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From: xxxxxxxxxxxxxx
Sent: 23 March 2020 12:31
To: xxxxxxxxxxxxxx
Subject: RE: Contract for VELA 1011

Ciao a tutti,
E' al Control Sistem che ci chede 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
xxxxxxxxxx

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

xxxxxxxxxx,
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: xxxxxxxxxxxxxx **Sent:** 23
March 2020 17:27

To: xxxxxxxxxxxx

Cc: xxxxxxxxxxxx

Subject: RE: Contract for VELA 10-11

xxxxxxxxxx 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.

xxxxxxxxxx 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

From: xxxxxxxxxxxxxxxx

Sent: Thursday, March 19, 2020 10:32 AM

To: xxxxxxxxxxxxxxxxxxxx

Subject: Fw: Contract for VELA 10-11

xxxxxxx

come vedete anche il Direttore e' d'accordo.

Grazie

xxxxxxxxxxxxx

x

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From: xxxxxxxxx
Sent: 19 March 2020 10:06
To: xxxxxxxxx
Cc: xxxxxxxxxxxxxxxx

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 (xxxxxxx in cc knows the formulation) I can also get pdf via email if it is convenient

On 19 Mar 2020 at 09:58, xxxxxxxxxxxxxxxx

FYI

From: xxxxxxxx
Sent: 19 March 2020 10:52
To: xxxxxxxxxxxxxxxx
Cc: xxxxxxxxxxxxxxxx
Subject: RE: Contract for VELA 10-11

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

Many thanks.
Cari saluti
xxxxxxxxxxxxxx

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

Subject: Re: Contract for VELA 10-11

Dear xxxxxxxxxx .
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 xxxxxxxx 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
xxxxxxx

Da: "xxxxxxxxxxxxxx"
Data: mercoledì 18 marzo 2020 14:16
A: "xxxxxxxxxxxxxx"
Cc: "xxxxxxxxxxxxxx"
Oggetto: Contract for VELA 10-11

xxxxxxxxxxxxxxxxxxxxxx

I have checked wit our Director what should we do with the Vela
1011 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 COVD-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(2016)31973 - 18/0/2020 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 xxxxx 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

xxxxxxxxxxxxxxxxxx

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