

# **PROPOSED CONDITIONS OF CONTRAT**

## **"ARTIST CONTRACTING FOR FMM 2022"**

### **PART I**

#### **CHAPTER I - GENERAL PROVISIONS**

##### **Clause 1 – Purpose**

This document specifies the clauses of the contract to be concluded following a pre-contractual procedure whose main purpose is to hire an artist for the 22th Edition of the World Music Festival, under the conditions set out in the Technical Specifications defined in Part II of this document.

##### **Clause 2 – Contract**

1. The contract is composed of the respective contractual clauses and their annexes.
2. The contract to be concluded also includes this document and the tender awarded; In case of divergence between the documents referred to in the preceding paragraph, the respective prevalence shall be determined in the order in which they are indicated.

##### **Clause 3 - Duration of the Agreement**

The contract will remain in force during the edition of the “**World Music Festival 2022**”, running from July 22 to 30, in accordance with the respective terms and conditions and provided by law, without prejudice to the ancillary obligations that must last beyond the date of termination of the contract.

#### **CHAPTER II - CONTRACTUAL OBLIGATIONS**

##### **Section I - Obligations of the Service Provider**

##### **Subsection I - General Provisions**

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#### **Clause 4 - Main obligations of the service provider**

Without prejudice to other obligations set forth in the applicable legislation, in the Terms of Reference or in the contractual clauses, the execution of the contract shall result in the service provider having to provide the services under the terms and conditions set forth in the Technical Specifications defined in Part II of this Specification;

### **Section II - Obligations of the Municipal Council of Sines**

#### **Clause 5 - Contractual price**

1. For the provision of the services that are the object of the contract, as well as for the fulfillment of the other obligations contained in this document, the Municipal Council of Sines must pay the service provider the price stated in the tender awarded.
2. The price referred to in paragraph 1 of this clause shall include all costs, expenses and expenses whose responsibility is not expressly assigned to the Municipal Council of Sines.

#### **Clause 6 - Base price**

For the contract in question, the value of **€ 7.500,00 (seven thousand five hundred euros)** is fixed as the base price, being this the maximum price that the Municipal Council of Sines is prepared to pay for the execution of all the services that are object of the contract and functioning as basic parameter of the contractual price.

#### **Clause 7 - Payment terms**

1. The amounts due by the Municipality of Sines, pursuant to Clause 6, shall be paid on the day of the performance, after delivery of the respective invoices, which may only
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be issued after the respective obligation has expired and shall be accompanied by all the descriptive and supporting elements that allow for their conference.

2. For the purposes of the previous number, the obligation is deemed to be due with the performance of the service, and invoices are issued according to the services provided.

3. If the invoices presented are not validated by the Municipal Council of Sines because they are not in accordance with the contract, it will communicate this decision to the service provider, who must present others in his replacement, duly corrected.

4. Once duly issued and in compliance with the provisions of paragraph 1, invoices shall be paid preferably by bank transfer, and the respective IBAN shall be indicated on invoicing.

### **Clause 8 – Advances**

In the scope of this provision of services, the advances may not exceed 30% of the contractual price.

## **CHAPTER III – FORCE MAJEURE AND RESOLUTION**

### **Clause 9 – Force majeure**

1. If it is not possible to perform the show object of this contract for reasons of force majeure, neither party is obliged to indemnify the other.

2. Following any municipal or governmental orders regarding the cancellation or postponement of the provision of services as a result of the Covid-19 pandemic, this fact will not result in any charges or obligation of compensation for the Municipality of Sines.

## **CHAPTER IV - FINAL PROVISIONS**

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### **Clause 10 - Competent fórum**

To resolve all disputes arising from the contract stipulates the jurisdiction of the Administrative and Fiscal Court of Beja, with express waiver of any other.

### **Clause 11 - Applicable legislation**

In all the omission in these specifications will be observed the provisions of the Public Contracts Code, approved by Decree-Law no. 18/2008, of 29.01, in its current wording.

## **PART II**

### **Clause 12 - Technical Specifications**

The purpose of this contract is the aquisition of a musical performance in the context of the Festival of Music of the World 2022, which will take place on **july 28** will be held at Sines – Av<sup>a</sup> Vasco da Gama – “**TARAF DE CALIU**”.

### **Clause 13 - Proposal Attributes**

The tenderer must submit his tender with the total price expressed in figures and in full, prevailing in case of divergence the extensive.

## **Annex I (CCP)**

### **Declaration template**

[As referred to in Article 57 (1) (a) or Article 256a (b) (i) and Article 256a (3) (c), as applicable]

1 – 3D Family USA, Ltd, ID number 27-01760661 and address Luba Ash 28-30 Greene Street, 2nd floor (2E) – 10013 – NEW YORK, having taken full and complete knowledge of the specifications relating to the execution of the contract to be concluded following the procedure for hiring an artist for a show to be performed in the 22th Edition of the World Music Festival 2022, declares, under an honorable agreement, that it undertakes to execute the said contract in accordance with the contents of the mentioned specifications, in respect of which it declares to accept without reservation all its clauses.

2 - It also declares that it executes the said contract in accordance with the following documents, which is attached:

the proposal

3 - Declares further that it waives the special forum and submits, in all that respects the execution of said contract, the provisions in the applicable Portuguese legislation.

4 - Further declares, under a commitment of honor, that it is not in any of the situations provided for in no. 1 of article 55 of the Public Contracts Code.

5. The declarant is fully aware that the provision of false declarations implies, as the case may be, the exclusion of the tender submitted or the expiry of the award that may be imposed on it and constitutes a very serious misdemeanor under article 456 of the Code of the Public Contracts, which may determine the application of the accessory penalty of deprivation of the right to participate, as a candidate, as a competitor or as a member of a candidate group or competitor, in any procedure adopted for the formation of public contracts, without prejudice to competent authority for the purpose of criminal prosecution.

(IN PORTUGUESE)

## **Anexo I**

### **Modelo de declaração**

[A que se refere na alínea a) do n.º 1 do artigo 57.º ou a subalínea i) da alínea b) e alínea c) do n.º 3 do artigo 256.ºA, conforme aplicável]

1 – 3D Family USA, Ltd, numero do documento de identificação 27-01760661 e morada Luba Ash 28-30 Greene Street, 2nd floor (2E) – 10013 – Nova Iorque, tendo tomado inteiro e perfeito conhecimento do caderno de encargos relativo à execução do contrato a celebrar na sequência do procedimento para contratação de artista para espetáculo a realizar na 22.ª Edição do Festival de Música do Mundo 2022, declara, sob compromisso de honra, que se obriga a executar o referido contrato em conformidade com o conteúdo do mencionado caderno de encargos, relativamente ao qual declara aceitar, sem reservas, todas as suas cláusulas.

2 – Declara também que executa o referido contrato nos termos previstos nos seguintes documentos, que junta em anexo:

a) Proposta

3 – Declara ainda que renuncia o foro especial e se submete, em tudo o que respeitar à execução do referido contrato, ao disposto na legislação portuguesa aplicável.

4 – Mais declara, sob compromisso de honra, que não se encontra em nenhuma das situações previstas no n.º 1 do artigo 55.º do Código dos Contratos Públicos.

5 – O declarante tem pleno conhecimento de que a prestação de falsas declarações implica, consoante o caso, a exclusão da proposta apresentada ou a caducidade da adjudicação que eventualmente sobre ela recaia e constitui contraordenação muito grave, nos termos do artigo 456.º do Código dos Contratos Públicos, a qual pode determinar a aplicação da sanção acessória de privação do direito de participar, como candidato, como concorrente ou como membro de agrupamento candidato ou concorrente, em qualquer procedimento adotado para a formação de contratos públicos, sem prejuízo da participação à entidade competente para efeitos de procedimento criminal.

New York, 7 July 2022

  
3D FAMILY USA Ltd  
[www.3dfamily.org](http://www.3dfamily.org)

# **PROPOSAL FOR THE PERFORMANCE OF A SHOW AT FMM 2022**

3D Family USA, Ltd, ID number 27-01760661 and address Luba Ash 28-30 Greene Street, 2nd floor (2E) – 10013 – NEW YORK, declares to perform a musical performance in the context of the 22th edition of the World Music Festival 2022, which will take place on **july 28** will be held at Sines – Av<sup>a</sup> Vasco da Gama – “**TARAF DE CALIU**”, for the value of **€ 7.500,00 (seven thousand five hundred euros)**.

(IN PORTUGUESE)

3D Family USA, Ltd, numero do documento de identificação 27-01760661 e morada Luba Ash 28-30 Greene Street, 2nd floor (2E) – 10013 – Nova Iorque, declara realizar um espetáculo musical no âmbito da 22.ª edição do o Festival de Músicas do Mundo 2022 o qual irá decorrer no dia **28 de Julho** na Av<sup>a</sup> Vasco da Gama – “**TARAF DE CALIU**”, pelo valor de **€ 7.500,00 (sete mil e quinhentos euros)**.

New York, 7 July 2022

3D FAMILY USA Ltd  
  
[www.3dfamily.org](http://www.3dfamily.org)