

## 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**

##### **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 **€ 21.000,00 (twenty one thousand 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 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**

### **Clause 10 - Competent forum**

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 30** will be held at Sines – Castelo – “**OMARA PORTUONDO**”.

### **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.