

Sommer Pavilion 2018



BAIRRO DOS MUSEUS
MUSEUM QUARTER

architectural competition of ideas

WATER

CONTRACT TERMS



CASCAIS
2018

ARCHITECTURAL COMPETITION OF IDEAS 'SOMMER PAVILION'

CONTRACTS TERMS

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Clause 1 – Object

These contract terms include the legal clauses to be included in the agreement to be celebrated following the pre contractual procedure of the Public Contest of Ideas destined to procure technical assistance services for an architectural temporary construction at Jardim da Parada, a construction work to be financed by the Cascais City Hall.

Clause 2 - Contract

1. The contract is composed by its regulatory clauses
2. The contract to be celebrated also incorporates the following elements:
 - a) The winning project at the Competition of Ideas;
 - b) These Contract Terms;
 - c) Clarifications and corrections regarding the Contract Terms;
3. In case there is a divergence among the documents mentioned, they shall prevail in the order they were presented above.

Clause 3 - Deadline

The contract is valid until the services are completed, according to its terms and conditions.

Clause 4 – Price and payment

1. For technical assistance to the ephemeral architectural construction at Jardim da Parada, the Cascais City Hall will pay the author of the winning idea at the competition, € 5.000 (five thousand euros), plus taxes at current legal rate.
2. The payment for the technical assistance shall be done in two instalments of equal amount. The first payment is due at the end of the first week according to the time plan and the second by the end of the construction work.

Clause 5 – Main Obligations of the service provider

1. Notwithstanding all the obligations comprehended in the legal framework, the Contract Terms or the contractual clauses, with the celebration of the contract the provider is obligated to assist the construction to be held by the Cascais City Hall.
2. Within this technical assistance, the provider must make a weekly visit to the works. They shall also support the City Hall in identifying possible technical difficulties that may arise within the construction process, and propose in site solutions that will ensure the viability of the works, as well as the identity of the winning idea.
3. The provider is to ensure that the project developed within the scope of their contractual bond respects all legal norms and regulations that might apply.

4. The provider holds responsibility for all expenses, as far as travelling, lodging and meals are concerned, for the period during which the construction will take place, as well as on the occasions when technical assistance is due.

Clause 6 – Main obligations of the Cascais City Hall

1. The Cascais City Hall commits to the construction of the work resulting from the winning idea at the Public Competition of Ideas – aiming at putting together a project of ephemeral architectural construction at Jardim da Parada. The City Hall holds responsibility for any defect or flaw resulting from the construction process.
2. The Cascais City Hall vows not to alter the winning idea at the competition, being however free to proceed to adjustments that may be necessary regarding the construction process, in case technical or financial impossibilities may arise.

Clause 7.^a – General Duties on the parties

1. The parties vow to cooperate and assist each other in any manner that may be demanded, within the limits of reasonability, to ensure the development of the activities included in the contract scope.
2. The Service Provider is particularly responsible for developing all activities included in the scope of the contract, following efficiency criteria and high-quality standards.

Clause 8 – Communication and notifications

1. Notwithstanding the right to further establishing new rules regarding communication and notifications, all of them should be addressed, following the Law of Public Contracts, to the legal address of each of the parties involved, as identified in the contract.
2. Any changes regarding contacts identified in the contract, must be communicated to the other entity involved.

Clause 9. – Mutual Cooperation

The parties are bound by the duty of mutual cooperation, namely as far as supplying each other with the necessary information to ensure the contract execution, as disposed in article 289 of the Law of Public Contracts.

Clause 10 – Copywriting

The Service Provider vows to publicise the idea produced within the scope of the Public Competition of Ideas from which the construction work will emerge.

Clause 11 – Contractual breaches and indemnities

1. In case the Service Provider fails to comply with their obligations as far as technical assistance is concerned, the Cascais City Hall is entitled to be indemnified, as long as the contract breach is proven and up to ten percent of the technical assistance amount.
2. In case the Cascais Municipality fails to comply with its obligations, the Service Provider is entitled to terminate the contract, should justified cause be proven, considering the unfulfillment of number 2 of clause 6.