

***ACSE/ URBACT II (2007-2013) Operational Programme***

**CONTRACT No. 2011 URB 04 30**

**ASSISTANCE SERVICES FOR THE DISSEMINATION POLICY VIA INTERNET  
OF THE EUROPEAN URBACT II programme**

**SCHEDULE OF SPECIFIC CLAUSES (C.C.P.)**

**PUBLIC PURCHASER:**

***Agence Nationale pour la Cohésion Sociale et l'Égalité des Chances* [The National  
Agency for Social Cohesion and Equal Opportunities (Acsé)]  
National Public Body of an Administrative Nature  
209 - 211, rue de Bercy - 75585 - Paris Cedex 12, France**

REPRESENTED BY MR FRENTZ, DIRECTOR GENERAL OF ACSE

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## PREAMBLE: GENERAL CONTEXT

### I. PRESENTATION OF THE URBACT PROGRAMME'S PLAYERS

#### I.1 THE STEERING BODIES

**-The European Commission:** It defines and provides overall coordination of all actions relating to the structural funds in the European regions. A stakeholder in these actions, the URBACT programme and its projects benefit from 78% co-financing of the budget from the Commission (through the European Regional Development Fund-ERDF). It also has an advisory role within the Monitoring Committee of URBACT II, where it is represented by the Directorate General for Regional Policy. Its services in particular support some URBACT projects with the "FastTrack" label.

**-The Monitoring Committee:** It sets URBACT's strategic direction and through its decisions, ensures the effectiveness and quality of its work. For example, it endorses the URBACT projects, it decides when to launch a new call for projects, it regularly checks the progress of projects and the monitoring of budgets, it takes all decisions required for implementing the programme etc.

#### **- The Managing Authority: THE 'SGCIV'**

The SGCIV (General Secretariat of the Inter-ministerial Committee for the City) is the responsibility of the French Ministry in charge of Urban Policy. The CIV is responsible for the implementation of the programme, ensuring it is managed in accordance with the law and the European financial procedures. For example: it sets up a computer system that can record and store the accounting information of each URBACT project and it produces an annual report and a final report and so on.

#### I.2 The URBACT ACSÉ-Secretariat.

**The URBACT Secretariat** ensures the implementation and monitoring of URBACT's key activities:

- Coordination: it coordinates and facilitates the monitoring of the project work and the process of capitalisation and dissemination of knowledge at the programme level.
- Communication: it disseminates the results of the work and projects to urban policy stakeholders in Europe.
- Management: it provides the programme's administrative and financial management. Furthermore, the Secretariat prepares the work of the Programme's Monitoring Committee and assists in its operation.

**The URBACT Secretariat is part of ACSE** (National Agency for Social Cohesion and Equal Opportunities) and included in its organisational chart. It is known as the URBACT ACSÉ-Secretariat.

#### **ACSÉ in brief:**

***Agence Nationale pour la Cohésion Sociale et l'Égalité des Chances*** [**The National Agency for Social Cohesion and Equal Opportunities (Acsé)**] is a National Public Body of an Administrative Nature, established by the Law of 31 March 2006 on Equal Opportunities. The Acsé is under the supervision of the Minister in charge of the city, Maurice Leroy.

**Its duties:** With the resources assigned to it by the State for urban policy, Acsé develops action programmes, supports their implementation, funds initiatives and evaluates their results, in poorer districts. Acsé's role is to support all the contributors to social cohesion in the field.

Acsé's programmes and actions are focused around urban policy (education, employment, health and access to care etc.) as well as crime prevention and the prevention of discrimination. These target social and territorial cohesion, equal opportunities, the promotion of diversity, citizenship and crime prevention, the prevention of discrimination or the "Hope" initiative for suburban housing estates.

## **II. PRESENTATION OF THE URBACT II PROGRAMME**

### **II. 1 Overview**

On **2 October 2007**, the European Commission gave the go-ahead for the **URBACT II Programme** (Decision reference: E/2007/2063 - C(2007)4454).

The objective of the URBACT II (2007 - 2013) programme, following URBACT 2000 - 2006, is to encourage the exchange of experience between European cities and promote the capitalisation and dissemination of knowledge on all issues related to sustainable urban development. The objective of the URBACT II programme is to improve the effectiveness of integrated and sustainable urban development policies in Europe in order to implement the Lisbon - Gothenburg strategy:

- facilitate the exchange of experience and learning between policy makers and urban planning professionals;
- disseminate good practice and lessons learned from the exchanges and implement the transfer of expertise;
- help, in pursuit of the Convergence and Competitiveness goals, politicians, professionals and managers of the operational programmes to design action plans.

Exchange and learning operations are implemented through thematic networks and working groups. The programme places special emphasis on the quality of the results of the exchanges, on the wide dissemination of the lessons learned and good practices identified and the impact of the exchanges on the policies developed by the partner cities.

Currently 255 cities in 29 countries (the 27 member countries of the EU plus Switzerland and Norway) participate in 29 URBACT thematic networks and working groups:

URBACT II strengthens the capitalisation pillar by integrating knowledge based on the exchange of experience between URBACT partners as well as those developed in other similar programmes and networks.

## **II. 2 Communications Policy**

URBACT II's communication and dissemination strategy aims to disseminate knowledge and expertise acquired by the Programme and reach those who, in the cities, are in a position to implement new policies. This type of strategy is one of the basic components central to all the Structural Fund programmes.

In order to facilitate the process of communication and information, a series of instruments has been made available to cities, their partners and a wider audience: the website is central to the dissemination activities as a centralising and widely accessible medium; the Annual Conference to which the Programme invites all the sustainable urban development players once a year; the realisation of thematic publications in national languages; Thematic Regional conferences; the establishment of partnerships with specialised European or national networks.

### **ARTICLE 1: PURPOSE OF THE TENDER**

This tender is for the supply to the URBACT ACSé - Secretariat by the contractor of assistance to the policy of dissemination via the Internet of the European Territorial Cooperation URBACT II programme.

### **ARTICLE 2: DOCUMENTS INCLUDED IN THE TENDER**

The tender consists of the contractual documents listed below in order of decreasing priority:

- The tender document (DC3);
- These Special clauses (CCP);
- The General Administrative Conditions applicable to procurement of Intellectual Services (CCAG-PI), approved by the Order of 16/09/2009, option B;
- The contractor's proposal and its financial proposal.

Only the original documents preserved in the archives of the administrative office are authentic proof.

### **ARTICLE 3: FORM, AWARD PROCEDURE AND PROVISIONS OF COMMUNICATION**

#### **BETWEEN THE PARTIES**

#### **3.1 Form and procedure:**

This contract is a service contract awarded under a special procedure in accordance with Article 30 of the Public Procurement Code.

It is a single contract with a set price.

### **3.2 Provisions of communication between the parties:**

The notification to the successful tenderer of decisions or information from the contracting authority which include a deadline is carried out:

- 1) either directly to the successful tenderer, or to its duly qualified representative in return for a receipt (delivered into its hands);
- 2) or by letter (recorded delivery letter with acknowledgement of receipt);
- 3) or by electronic communications (in particular email or fax) or on electronic storage media.

The communication methods must enable a receipt date to be given with certainty;

- 4) or by any other means providing proof of the date of receipt of the decision.

### **ARTICLE 4: DURATION OF THE CONTRACT AND EXECUTION PERIODS**

This contract becomes effective and runs for one year from the date of its notification to the successful tenderer.

The contract may then be extended by express decision of the contracting authority once, for a period of one year, from the anniversary date of the notification.

### **ARTICLE 5: SERVICES REQUESTED**

The European territorial programme URBACT has developed an alliance policy with other European websites also dedicated to urban issues.

The service consists of assisting the URBACT Secretariat's director and communications centre in implementing URBACT II's dissemination programme by implementing and monitoring partnerships on the web. Existing partnerships are of various kinds. The URBACT's National Dissemination Point (NDP) - specialist websites in national languages which disseminate the information provided by URBACT - are managed on the basis of service contracts in 15 countries or on the basis of voluntary agreements with the relevant ministries in 6 countries. Dissemination on the web is also achieved through occasional or continuous exchanges of content with specialised websites on urban or European issues in English and French.

The selected provider will be responsible for implementing and monitoring URBACT partnerships on the web. This participation will involve:

#### **1 - Developing, coordinating and managing the partnerships established between the URBACT web site ([www.urbact.eu](http://www.urbact.eu)) and the National Dissemination Points.**

The development consists of assistance provided at the time of the launch of the call for tenders for the National Dissemination Points and assistance in the analysis of the responses. Coordinating includes daily monitoring

of the relations with those in charge of the Dissemination Points in 21 countries, participation in administrative and financial monitoring of the NDPs (preparation of purchase orders, verification of the service rendered, validation of invoices.) the creation once a month, on a set date of a newsletter in English, translated into the national language by the NDPs for their own audiences. The Newsletter's contents must draw on the results of the URBACT programme. In addition, monitoring of the biannual reports produced by the NDPs, other articles produced and the use of their content for the URBACT website are an integral part of the service provider's responsibilities. Supervision of the partnerships involves the NDPs websites being regularly consulted, a control of the information produced and made available on-line and the control and statistical monitoring of the number of visitors to the NDPs.

- 2- Disseminating on the web the URBACT programme's productions and projects** and information targeted at urban issues in Europe, with the aim of making new readers aware of URBACT and improving the visibility of its production and results. This dissemination includes the production of articles and comment informed by the URBACT programme's productions, the on-line publication of articles on the URBACT blog and other websites' blogs. It includes a daily activity of strategic intelligence to analyse the sites with which to work and submit projects and proposals, as well as the development of long-term agreements with websites. Currently formal agreements or ones in principle exist with CITEGO, Cities of Migration and Territories of Tomorrow. Articles on URBACT have been disseminated on many other sites. Partnerships can extend to the creation of a search engine on urban issues. The use of modes of communication such as Twitter may be proposed.
- 3- Assisting with dissemination on the Internet** at events organised by URBACT, in particular, through the creation of workspaces on wiki sites.

## **ARTICLE 6: PERFORMANCE OF THE SERVICES: PERFORMANCE PROVISIONS**

### **6.1 Provisions for the performance of the services**

#### **6.1 1 Kick-off meeting:**

A kick-off meeting is held between the contractor and URBACT Acsé/Secretariat on notification of the award of the contract. At this meeting the work programme of the provider and the working arrangements between the two parties are set out.

#### **6.1 2 Progress meetings during the execution of the contract:**

Monthly progress meetings shall be held between the contractor and the URBACT Acsé/Secretariat at the URBACT headquarters at St Denis (93) to review the services provided.

## **6.2 Monitoring of the performance:**

The contractor works in collaboration with the Director of the URBACT Secretariat and Head of the Communication Centre.

Note: The contractor may occasionally be required to travel in Europe.

## **ARTICLE 7: CONTRACTOR'S OBLIGATION AND RESPONSIBILITY**

The contractor shall designate a project manager responsible for the proper performance of the service.

He shall only be replaced in the event of force majeure or serious failure. The proposed replacement shall have a level of qualification and experience equivalent to the person he replaces. No replacement shall result in a change in the price of the services. Acceptance of the replacement by the URBACT Acsé-Secretariat shall be by written agreement.

## **ARTICLE 8: PRICE**

### **8.1 form of the price**

The contract is entered into for a fixed price. It includes the performance of all services requested in these special clauses and all the costs and taxes levied on the performance of the services,

This price is given in euros and is inclusive of VAT.

A contractor not subject to VAT must indicate under what section of the Tax Code it is exempt.

### **Provisions regarding expenses relating to the mission:**

Travel and accommodation costs incurred by the mission within URBACT are paid for by the URBACT Acsé-Secretariat in accordance with the rules in force within the programme (rail and plane fares in economy class, capped refund for meal and hotel expenses, etc.).

### **8.2 Nature of the price**

The price may be revised on the anniversary date of notification of this contract i.e. on the date of its renewal. In the case of renewal, the price may be revised following the formula indicated below.

$$P = P_0 \times [0.125 + ((0.875 \times S) / S_0)]$$

In which:

P=Revised price

Po = Initial price

S = Syntec Index on the revision date (i.e. the last published index at the revision date)

So = initial Syntec Index (i.e. the Syntec Index used as a reference published at the time the tenders are submitted.)

Indices are published on the INSEE website.

## **ARTICLE 9: INVOICING AND PAYMENT TERMS**

### **9.1 Payment provisions**

Payment is made according to the rules of public accounting after verification of the service rendered and the invoice received by the Urbact Acsé-Secretariat.

Payment of the fixed price shall be by monthly instalment and on presentation of the invoice.

Endorsement by the official stamp on the monthly invoice is confirmation of the service rendered. Settlement of an invoice is final payment.

The payment is made only by wire transfer to the bank or post office account corresponding to the official bank details / IBAN number provided by the contractor.

The allocated Public Accountant is the Acsé's official accountant located at 209 rue de Bercy, 75585 Paris Cedex 12, France.

Since the service is continuous, the contractor shall submit to the URBACT Acsé-Secretariat, every month, a claim for payment for the services rendered the previous month, specifying the amounts it claims as a result of the performance of the contract.

### **9.2 Invoicing provisions**

The invoices for the payment are made out in three copies (one original and two copies) with the following mandatory information:

- The name and address of the contracting parties
- The reference to this contract,
- The date and invoice number,
- The services invoiced,
- The total price of the service excluding VAT,
- The VAT rate and amount of VAT,
- The total price including VAT.

Invoices should be sent to:

URBACT / ACSE Secretariat  
5, rue Pleyel  
93283 Saint-Denis La Plaine Cedex, France

### **9.3 Total payment time**

In accordance with the modified decree-order of 21 February 2002 relating to the implementation of a maximum payment time for public contracts and to article 98 of the Public Procurement Code, the Public corporation shall proceed to the payment of the sums due within a maximum of 30 days from receipt by URBACT ACSE/secretariat of the payment request.

In the event of this contractual period being exceeded, the applicable late payment interest rate is equal to the interest rate of the main refinancing facility applied by the ECB to its most recent refinancing operation carried out before the first calendar day of the semester of the calendar year during which the late interest payments started to run plus 7 points.

### **9.4 Advance**

Pursuant to Article 87 of the Public Procurement Code, an advance may be paid to the contractor. The contractor shall specify in the tender document whether it waives or otherwise the benefit of this advance.

The repayment of this advance is made in accordance with the provisions of article 88 of the Public Procurement Code.

## **ARTICLE 10: CHANGES AFFECTING THE CONTRACTOR'S STATUS**

The contractor shall immediately notify in writing the ACSE-URBACT Secretariat of any changes affecting the status of the company arising during the performance of the contract and which relate in particular:

- to persons with authority to commit the company;
- to the corporate or trade name;
- to the address of the company's registered office;
- to the legal form under which it operates and generally any change affecting the operation or status of the company.

The contractor is also required to communicate without delay and in writing, to the ACSE-URBACT Secretariat, changes to the holder's name of the bank or postal account to which payments are made for the amounts due under this contract. If it fails to comply with these provisions, the contractor is informed that the URBACT Acsé-Secretariat shall not be liable for the late payment of invoices containing information that does not match that on the tender document due to changes within the company or regarding the status of the corporation and of which the Urbact Acsé - Secretariat has not been informed.

## **ARTICLE 11: CONFIDENTIALITY - OWNERSHIP OF THE RESULTS**

The contractor agrees not to disclose any information of which it may have become aware during the execution of its service either from the agents of the institution or outside of it.

The Urbact Acsé-Secretariat, the owner of all documents related to this contract, may use the results, even in part, of the services, copy the results and communicate them to others.

It reserves the right to publish the results of the services and this publication shall mention the contractor.

The owner may not make any use for free or for a charge of the results of the services without the prior written consent of the public corporation.

The use and publication, even in part, by the authors or a third party (news articles, bibliographic references etc.) are subject to prior approval from the Urbact Acsé - Secretariat and the rights must be assigned to them.

This request is made by postal mail to the URBACT ACSE-Secretariat.

Any authorised publication must mention the financing of the Urbact Acsé - Secretariat and be communicated to it for information.

The contractor shall include in all documents that are related to the services of this contract (accounts, reports, educational material etc.) the contract name and the name of the Urbact Acsé - Secretariat.

## **ARTICLE 12: CANCELLATION CONDITIONS**

The contract may be terminated by the Urbact Acsé - Secretariat in accordance with Chapter 7 of the CCAG/IP and the following conditions:

### **12.1 Cancellation due to the contractor's unsatisfactory service**

If the Urbact Acsé - Secretariat observes the non-performance or poor performance of the services, it shall indicate in a letter sent by recorded delivery with return receipt the defects and shall give notice to the contractor to make its representations and where appropriate to meet the obligations described in the letter within 15 days of receipt of the notice.

After 15 days, if the notice remains without effect (no answer or services which remain unsatisfactory), the Urbact Acsé-Secretariat may terminate the contractor's contract without further notice and without prior notice by registered letter with acknowledgement of receipt. Cancellation due to the contractor's unsatisfactory service shall not give rise to compensation payments to the contractor's benefit.

In addition and pursuant to article 47 of the Public Procurement Code, in cases of inaccurate information provided for in articles 44 and 46, the contracting authority, after prior notice, may decide to terminate the co-contractor's contract for unsatisfactory service without compensation.

## **12.2 Unilateral cancellation by the Public corporation**

The public corporation may, at any time, end the performance of the services under the contract before these are completed for a general interest reason. The cancellation decision is notified to the contractor by recorded delivery letter with acknowledgement of receipt. The amount of set compensation in the event of cancellation is obtained by applying 4 percent to the initial amount of the contract (exclusive of VAT) reduced by the amount (exclusive of VAT) of the already completed services.

## **ARTICLE 13: SETTLEMENT OF DISPUTES RELATING TO THE CONTRACT**

In no case, may disputes arising between the Urbact Acsé - Secretariat and the contractor be invoked by the contractor as a cause for stopping, either permanently or temporarily, the services set out in the contract.

This contract is governed by French law. French courts have exclusive jurisdiction. Any dispute arising from the implementation of this contract is submitted, failing agreement out of court, to the discretion of the Administrative Court of Paris.

Any dispute may be brought before the advisory committee for the settlement of differences or disputes relating to public procurement in accordance with Article 127 of the Procurement Code.