

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

CONTRACT N ° 2013 URB 04 28

EX-ANTE EVALUATION OF THE URBACT III PROGRAMME

SPECIAL TERMS AND CONDITIONS (CCP)

**PUBLIC BUYER:**

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# PREAMBLE

## 1. Call for tenders

The SG-CIV in its function as candidate Managing Authority for a future URBACT III Programme invites interested parties to submit a written proposal for performing the *ex-ante* evaluation of the 2014-2020 programming period of the interregional URBACT III programme.

The purpose of these specifications is to set the framework for the *ex-ante* evaluation of the above-mentioned programme in conformance with the regulatory framework (see Section 3 below: Regulatory Framework, Additional Guidance and Information). In addition, these specifications will be part of the contractual relationship between the contracting authority and the selected contractor responsible for carrying out the evaluation.

Evaluators are invited to apply according to the provisions of the consulting regulations.

## 2. Background

The objective of the European Territorial Cooperation goal of the EU cohesion policy is to reinforce economic, social and territorial cohesion of the European Union by promoting cross-border, transnational and interregional cooperation as well as balanced and sustainable development of the programme area.

The URBACT Programme focuses on exchange of experience between European cities on sustainable urban development. The Programme incorporates several aspects including thematic networking between cities, action orientated learning through local support groups and development of local action plans, capacity building for key urban stakeholders and capitalisation and dissemination activities at project and programme level. More information can be found at: [www.urbact.eu](http://www.urbact.eu).

## 3. Regulatory Framework, Additional Guidance and Information

On 6 October 2011, the European Commission published a draft legislative package comprised of a proposal “laying down the common provisions for the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund covered by the Common Strategic Framework and laying down the general provisions for the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Council Regulation (EC) no 1083/2006”. This proposal was replaced by a revised version on 14 March 2012 (Common Provisions Regulation (CPR)).

According to the draft regulations, European Territorial Cooperation (ETC) will be continued and even reinforced as a separate cohesion goal. For the first time, the legislative package for Cohesion Policy includes its own ETC regulation to make the provisions more adapted to cooperation programmes. The existing components of cross-border, transnational and interregional cooperation will be maintained.

As a result, the URBACT III candidate Managing Authority has set up a working group (Joint Programming Working Group JPWG) to consider the strategic orientations of the future programme and to assist with the preparation of the Operational Programme. This group

started its activity at the end of 2012 and has scheduled meetings up until the end of autumn 2013. The work programme for the JPWG outlines the next steps to develop a shared vision for the programme in particular with regard to its core objective, its positioning compared to other ETC programmes and its thematic coverage. A first draft Operational Programme (OP) should be available by autumn 2013.

A review of the lessons learnt from the URBACT I and II programmes has been carried out with members of the JPWG as well as an exercise to determine the strengths and weaknesses of the current Programme. The selected service provider should also consider this work when evaluating the draft OP. Results from the midterm evaluation and the other on-going evaluations should also be incorporated into the draft.

Finally, it should be highlighted that the legislative package as well as the budget for the 2014-2020 period are still under negotiation. The publication of the final legislative package is currently estimated to take place by June 2013 under the Irish EU presidency. The Community strategic framework (CSF) is expected to take the form of an annex to the general regulations and is thus expected to be adopted in June 2013 as well. Since Article 23 of the draft CPR states that the OP shall be submitted to the European Commission within 6 months of the approval of the Common Strategic Framework, the programme submission should take place by December 2013 at the latest.

The *ex-ante* evaluation should be in conformance **with the framework requested in this contract, which is required by the European regulations, as well as the following documents:**

- Draft Common Provisions Regulation (CPR)<sup>1</sup>, especially article 47 (Evaluation – General Provisions) and article 48 (*Ex ante* Evaluation);
- Draft ETC regulation / Draft ERDF Regulation<sup>2</sup>, notably Article 7 (Content of the cooperation programmes) and Article 15 (Indicators for the European Territorial Cooperation goal);
- Draft template and Guidance for the content of the Cooperation Programmes (version 07.02.2013);
- Guidance document on the *ex-ante* evaluation of June 2012<sup>3</sup>;
- Guidance document on Monitoring and Evaluation of European Cohesion Policy, Draft November 2011;
- The Commission's Guidance on the implementation of Directive 2001/42/EC on the assessment of the effects of certain plans and programmes on the environment;
- Europe 2020: a strategy for smart, sustainable and inclusive growth;

In addition, **the following information should be considered** for *ex-ante* evaluation:

- EVALSED:  
[http://ec.europa.eu/regional\\_policy/sources/docgener/evaluation/evalsed/index\\_fr.htm](http://ec.europa.eu/regional_policy/sources/docgener/evaluation/evalsed/index_fr.htm)
- INTERACT Handbook: Practical Handbook for On-going Evaluation of Territorial Cooperation Programmes. Final Draft. October 2009:

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<sup>1</sup> Proposal for European Parliament and Council regulations that lay down general provisions related to the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund covered by the Common Strategic Framework and laying down the general provisions related to the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Council Regulation (EC) n° 1083/2006". (Draft Common Provisions Regulation)

<sup>2</sup> Proposal for European Parliament and Council regulations on specific provisions for support from the European Regional Development Fund for the European Territorial Cooperation goal (Draft ETC Regulations)

<sup>3</sup> The programming period 2014-2020; Monitoring and Evaluation of European Cohesion Policy; The European Regional Development Fund, the European Social Fund, the Cohesion Fund. Guidance document on *ex-ante* evaluation; June 2012.

<http://wiki.interact-eu.net/display/pc/Practical+Handbook+for+Ongoing+Evaluation>

- 2007-2014 URBACT II Operational Programme, Reprogrammed June 2011
- URBACT II Programme Manual - October 2012 Version
- URBACT II Mid-Term Evaluation
- Assessment of the Impact of URBACT II Communication Tools
- URBACT II Capitalisation Study
- Evaluation of Administrative Burden on URBACT II Beneficiaries
- Assessment of URBACT II Carbon Footprint
- Assessment of the Local URBACT II Action Plans

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

The purpose of this contract is to carry out *ex ante* evaluation of the URBACT III interregional programme (2014-2020 programming period) in the framework defined by the Community regulations.

## **ARTICLE 2 : DOCUMENTS REQUIRED FOR THE CONTRACT**

The contract consists of contractual documents numbered below by decreasing order of priority:

- The tender document (DC3);
- These special terms and conditions (CCP);
- The general administrative terms and conditions applicable to public procurement of intellectual creative services (CCAG-PI), approved by the decree of 16/09/2009, option B;
- The contractor's tender.

Only the original documents, kept in the Acsé (French National Agency for Social Cohesion and Equal Opportunity) archives, are considered to be authentic.

## **ARTICLE 3 : PROCEDURE, FORM OF CONTRACT AND FORM OF NOTIFICATIONS**

### **3.1 Procedure and form of contract:**

This is a service contract entered into according to an adapted procedure in conformance with article 28 of the Public Procurement Contracts Code.

It is a single contract at a set price.

### **3.2 Form of notifications**

The contractor is notified about decisions or information from the contracting authority that reckon a time limit:

- 1) either directly to the contractor, or to his duly qualified representative against receipt (delivered in person);
- 2) either by mail (registered letter with acknowledgement of receipt);
- 3) or by dematerialised exchanges, electronic transmission (notably by e-mail, fax, electronic means) or on electronic media.  
The transmission methods used should ensure precise dating of receipt;
- 4) or by any other means that enable attestation of the date of receipt of the decision or information.

## **ARTICLE 4 : CONTRACT PERIOD – EXECUTION DEADLINE**

The total contract period is 18 months as of its contractor notification date. The execution deadline depends on the operational programme drafting schedule (see Article 7).

## **ARTICLE 5 : OBJECTIVES, SCOPE AND COMPONENTS OF THE EX-ANTE EVALUATION**

### **5.1 Objectives of the *ex-ante* evaluation**

The objective of the *ex-ante* evaluation of the URBACT III programme for the 2014-2020 period is to:

- 1) Ensure that the OP clearly articulates the programme's intervention logic and that it contributes to the Europe 2020 strategy<sup>4</sup> and more generally to integrated sustainable urban development;
- 2) Improve the programme's design quality<sup>5</sup>;
- 3) Ensure internal and external coherence and the quality of the implementation systems. Internal and external coherence is related to the structure of the strategy and its financing allocations, as well as the alignment of the strategy to other regional, national and Community policies, with particular importance placed on the Europe 2020 strategy.

The *ex-ante* evaluation will be an interactive process providing judgement and recommendations by external experts on policy or programme issues. At the end of this interactive process, the *ex-ante* evaluation constitutes a key element for understanding the strategy and the allocation of financial resources and clearly defining the rationale and the scope of the choices made.

### **5.2 Scope of the *ex-ante* evaluation**

According to Article 48(3) of the draft Common Provisions Regulation, *ex-ante* evaluations shall appraise:

- a) the contribution to the Union strategy for smart, sustainable and inclusive growth, in light of the selected thematic objectives and priorities, taking into account national and regional needs;
- b) the internal coherence of the proposed programme or activity and its relation with other relevant instruments;
- c) the consistency of the allocation of budgetary resources with the objectives of the programme;
- d) the consistency of the selected thematic objectives, the priorities and corresponding objectives of the programmes with the Common Strategic Framework, the Partnership Contract and the country-specific recommendations under Article 121(2) of the Treaty and the Council recommendations adopted under Article 148(4) of the Treaty;

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<sup>4</sup> "The objective of the cohesion policy for the 2014-2020 period should be highly focussed on results, in order to contribute to the Union strategy for intelligent, sustainable and inclusive growth." See the 2014-2020 programming period. Monitoring and Evaluation of European Cohesion Policy. The European Regional Development Fund, the European Social Fund and the Cohesion Fund. Guidance document on *ex-ante* evaluation; June 2012, p. 3

<sup>5</sup> Article 48(1) of the draft common provisions regulation (CPR) stipulates that: "each programme requires an *ex-ante* evaluation in order to improve its design quality."

- e) the relevance and clarity of the proposed programme indicators;
- f) how the expected outputs will contribute to results;
- g) whether the quantified target values for indicators are realistic, considering the envisaged support from the CSF Funds;
- h) the rationale for the form of support proposed;
- i) the adequacy of human resources and administrative capacity for management of the programme;
- j) the suitability of the procedures for monitoring the programme and for collecting the data necessary to carry out evaluations;
- k) the suitability of the milestones selected for the performance framework;
- l) the adequacy of planned measures to promote equal opportunities for men and women and to prevent discrimination;
- m) the adequacy of planned measures to promote sustainable development.
- n) the efficiency of administrative structures and procedures in compliance with article 7(2) (g) of the ETC regulation,
- o) the complementarity and consistency with other programmes (in particular with other EU Funds, ETC programmes and in particular, interregional programmes).

### **5.3 Components of the *ex-ante* evaluation**

The Guidance document on *ex-ante* evaluation provides further details of the different elements of an *ex-ante* evaluation stated in Article 48(3) and gives recommendations on how to address these elements.

The *ex-ante* evaluation of the URBACT III programme should be grouped into five components:

1. Programme strategy: Compliance with the programme objectives (Article 48 (3d) of the draft CPR); Coherence [11] (Article 48 (3b) of the draft CPR); Connection between supported actions, expected outputs and results (Article 48 (3f), Article 48 (3h) of the draft CPR); Horizontal principles (Article 48 (l), Article 48 (m) of the draft CPR)

2. Indicators, monitoring and evaluation: Relevance and clarity of proposed programme indicators (Article 48 (3e) of draft CPR); Quantification of baseline and target values (Article 48 (3g) of the draft CPR); Suitability of milestones (Article 48 (3k) of the draft CPR); Administrative capacity, data collection procedures and evaluation (Article 48 (3i and j) of the draft CPR)

3. Coherence of financial allocations (Article 48 (3c) of the draft CPR)

4. Contribution to the Europe 2020 strategy (Article 48 (3a) of the draft CPR)

5. Programme implementation mechanisms and structures (Article 7 (2g) of the draft ETC regulation)

For detailed questions concerning the evaluation, please see Article 6 below.

It should be noted that no strategic environmental evaluation is required for the interregional cooperation programme.

## **ARTICLE 6 : SERVICES REQUESTED (CONTENT OF THE *EX-ANTE* EVALUATION)**

The *Ex-Ante* evaluation should pose the following questions:

### **6.1 Questions regarding the programme strategy**

#### **6.1.1 Coherence of the programme objectives (Article 48 (3d) of the draft CPR)**

The *ex-ante* evaluation should answer the following questions:

- Are the identified challenges and needs in line with the Europe 2020 objectives and targets, the Council recommendations and the National Reform Programmes?
- Do the programme priorities and their specific objectives consistently reflect these challenges and needs?
- Were the key territorial challenges analysed and taken into account in the programme strategy?
- Are the identified challenges and needs consistently translated into the objectives of the OP (i.e. the thematic objectives, the investment priorities and corresponding specific objectives)?

#### **6.1.2 Coherence (Article 48 (3b) of the draft CPR)**

The *ex-ante* evaluation should answer the following questions:

- Internal coherence: Have complementarities and potential synergies been identified between the specific objectives of each priority axis and between the specific objectives of the different priority axes?
- External coherence: Is the programme consistent with other relevant instruments at regional, national and EU level? In particular, is the programme's strategy clearly different from other EU programmes, in particular ETC and interregional programmes?

#### **6.1.3 Connection between supported actions, expected outputs and results: (Article 48 (3f), Article 48 (3h) of the draft CPR)**

The *ex-ante* evaluation should answer the following questions:

- Will the proposed actions be supported in each priority axis, including the main target groups identified, the specific territories targeted and the types of beneficiaries sufficiently described?
- Do the proposed actions take into account the (non-exhaustive) list of key actions provided in the Common Strategic Framework?

Expected results (relates to Article 48 (3f) of the draft CPR):

- Will the proposed actions lead to the expected outputs and intended results?
- Have the external factors capable of influencing the anticipated results been identified (ex: national policy, economic trend, change in regional competitiveness, etc.)?



- Are the policy assumptions underpinning the programme logic backed up by evidence (ex: based on experience, previous evaluations or studies)?
- Do other possible actions or outputs exist that would be more conducive to the intended results?

#### **6.1.4 Horizontal principles (Article 48 (l), Article 48 (m) of the draft version of the CPR)**

The *ex-ante* evaluation should answer the following questions:

- Has the principle of equality been taken into account? Are the planned measures adequate to promote equal opportunities and non-discrimination?
- Are the planned measures adequate to promote sustainable development?

#### **6.2 Questions regarding indicators, monitoring and evaluation**

With increased focus on results, the identification of indicators and arrangements for monitoring and data collection gains an increased importance.

According to Article 7(b)(ii) of the draft ETC regulations, for each priority axis the OP shall outline the common and specific output and result indicators with, where appropriate, a baseline value and a quantified target value in line with the fund-specific rules.

##### **6.2.1 Relevance of the indicators envisaged for the programme, (Article 48 (3e) of the draft CPR)**

The *ex-ante* evaluation should answer the following questions:

Result indicators<sup>6</sup>:

- Does each priority axis include at least one result indicator?
- Do(es) the result indicator(s) reflect the operations and objectives of the priority axis?
- Are the result indicator(s) adapted (ex: do they cover the most significant anticipated change? Is their value affected as directly as possible by the actions funded under the priority axis?)?

Output indicators<sup>7</sup>:

- Are the output indicators relevant to the actions supported?
- Are the intended outputs likely to contribute to the change in result indicators?

Common indicators:

- Are the Common indicators used relevant to the content of the investment priorities and specific objectives?

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<sup>6</sup> Result indicators provide information concerning the process leading to change provided by the programme.

<sup>7</sup> The output indicators should measure what is produced/provided directly by the implementation of the supported activities

### **6.2.2 Clarity of the envisaged programme indicators, (Article 48 (3e) of the draft CPR)**

The *ex-ante* evaluation should answer the following questions:

- Do programme-specific indicators have a clear title and an unequivocal and easy to understand definition?
- Do the indicators have an accepted standard interpretation (ex: is there a common understanding that a change in the value of the indicator is positive or negative?)?
- Are the indicators stable (ex: their values cannot be unduly influenced by outliers or extreme values)?
- Are data sources for result indicators identified and available?

### **6.2.3 Quantification of reference and target values, (Article 48 (3g) of the draft CPR)**

The *ex-ante* evaluation should answer the following questions:

- Where a quantified baseline has been set for a programme-specific result indicator: Does the baseline use the latest available data? If not, what is the baseline according to most recent and appropriate data?
- Where no quantified baseline has been set for a programme-specific result indicator: Is it possible to set a quantified baseline? What is the quantified baseline value according to the most recent and appropriate data?
- When a quantified target baseline has been set for common programme-specific indicators: Is the targeted value realistic considering the actions and forms of support as well as the financial allocation to priority axes and the indicative allocation in terms of categories of interventions/investment priorities?

### **6.2.4 Pertinence of milestones, (Article 48 (3k) of the draft CPR)**

According to Article 48 (3)(k) of the draft CPR, the evaluators should assess “the suitability of the milestones selected for the performance framework”.

The *ex-ante* evaluation should answer the following questions:

- Are the milestones pertinent (ex: do they capture essential information on the progress of a priority)?
- Can they be realistically achieved by 2016, 2018 and 2022, also considering the rhythm of implementation of the current programme and available resources?
- Is the availability of data that provide information for the milestones at the key review points (progress reports 2017 and 2019) plausible?

The evaluator is expected to suggest amendments to milestones and targets, if applicable.

### **6.2.5 Administrative capacity, data collection procedure and evaluation, (Article 48 (3)(i) and (j) of the draft CPR)**

According to Article 48 (3) (i) and (j) of the draft CPR, the evaluators should assess “the adequacy of human resources and administrative capacity for management of the programme”, as well as “the suitability of the procedures for monitoring the programme and collecting the data required for carrying out evaluations”.

The *ex-ante* evaluation should answer the following questions:

- Based on previous experience, are there any possible bottlenecks which might impede management, monitoring and evaluation of the programme? If yes, are there any preventative measures such as awareness raising or training that could be recommended?
- Is the monitoring procedure likely to provide data aimed at guiding decision making, reporting and evaluation based on an assessment of the sources of information and how the data will be collected?
- Are the monitoring procedures likely to provide data in time to provide information for result indicators?
- Are appropriate procedures established to ensure data quality (ex: a precise definition of the content and source of each indicator)?

The evaluator is expected to suggest amendments to inconsistencies and errors that occur in the current period, and if applicable, also taking into consideration the remarks made in the updated Mid-term evaluation of URBACT II.

The evaluator is also expected to help in assessing possible data needs for conducting on-going evaluations, including evaluations to assess effectiveness, efficiency and impact for each programme, and in particular for the impact evaluations that should assess the programme contribution to the objectives of each priority axis at least once during the programming period, as required by Article 49 of the draft CPR.

The evaluator should also advise on the main evaluations to be undertaken, including the timing of these evaluations, their methods and data needs and possible training activities if deemed necessary. Furthermore, the *ex-ante* evaluator should advise on the methods to be applied to the planned impact evaluations and verify the availability of the related required data through the monitoring system, existing administrative data or national or regional statistics. If these data are not available, the evaluator should help to define the sources, procedures and schedule for collecting them.

### **6.3 Questions regarding the consistency of financial allocations**

According to Article 48 (3)(c) of draft CPR, the evaluators should assess “the consistency of the allocation of budgetary resources with the objectives of the programme”.

The *ex-ante* evaluation should answer the following questions:

- Are the financial allocations devoted to the most important objectives in relation to the identified challenges and needs and the concentration requirements set out in the Regulations (Article 16 of the CPR)?
- Are the financial allocations to each priority axis and categories of intervention consistent with the identified challenges and needs that provided information for the objectives as well as the planned actions?

## **6.4 Questions related to the contribution to Europe 2020 strategy**

According to Article 48 (3) (a) of the draft CPR, the evaluators should evaluate "the contribution to the Union strategy for smart, sustainable and inclusive growth, in light of the selected thematic objectives and priorities, taking into account national and regional needs."

The *ex-ante* evaluation should answer the following questions:

- Based on the evaluator's knowledge of the national and regional situation and considering the size of the programme; what is the potential contribution /benefit of the programme to Europe 2020 objectives and targets?

Evaluators should link the expected results of the programme to the European and national targets by using a logical framework, for example.

## **6.5 Questions regarding the programme implementation mechanisms and structures**

The *ex-ante* evaluation should answer the following questions:

- Based on the description of the provisions for implementation (see article 7(2) (G) of the ETC regulation), are the management structures and programme delivery mechanisms appropriate to ensure smooth and sound management of the programme?

Evaluators should take into consideration the previous evaluations of the URBACT I and URBACT II programmes.

## **ARTICLE 7 : EXECUTION OF THE SERVICES: METHODS OF EXECUTION, METHODOLOGY AND DOCUMENTS TO BE SUBMITTED**

### **7.1 Methodology**

The evaluator shall implement the methodology considered to be most adequate for evaluation of the questions and subjects listed in Article 6 above.

The *ex-ante* evaluation should be considered as an interactive process between the evaluator and the different parties involved in the programming. In particular, the methodologies used should take into consideration the required coordination with the evaluator(s) in charge of the programming.

### **7.2 Stakeholders**

Article 48(2) draft Common Provision Regulation foresees that the evaluations shall be carried out under the responsibility of the authority in charge of preparing the programme.

Article 47(2) draft Common Provision Regulation states that "Member States shall provide the resources necessary for carrying out evaluations, and shall ensure that procedures are in place to produce and collect the data required for evaluations, including data related to common, and where appropriate, programme-specific indicators." "

On behalf of the candidate MA, the Joint Technical Secretariat (JTS) will be responsible for coordinating the *ex-ante* evaluation and act as main contact point for the evaluators. The evaluators must address questions, requests and comments to the JTS and shall also inform the JTS of any delays or changes that might have an impact on the implementation of the evaluations, as soon as possible. In addition to attending meetings with the JTS, the

evaluators shall take part in meetings with relevant programming bodies. In particular, the evaluator shall attend all the scheduled Joint Programming Working Group (JPWG) meetings during the evaluation period.

For the contractor, the project manager is the person specifically indicated in the offer.

### 7.3 Meetings

#### Launch meeting

A launch meeting will be organised between the contractor and the JTS as of notification of the contract.

#### Monitoring meetings during execution of the contract

The contractor shall be available for the JPWG meetings and at least four coordination meetings with the MA / JTS.

### 7.4 Draft timetable

Overall, the *ex-ante* should be embedded in the design of programmes, such as the possible selection of thematic objectives and the setup of the monitoring and evaluation system.

The indicative timetable for the deliverables is as follows:

Indicative timetable	
June 2013	Candidate selection, attribution of the contract and launch meeting
September 2013	Attendance at the JPWG meeting and initial report, notably an updated assignment work schedule
October 2013	Planning meeting with MA/JTS

The future work schedule will depend on approval of the legal framework for the 2014-2020 programming period. Consequently, the deliverables time table will be established according to these constraints.

At this stage of programming, the indicative time table above can only be provisional since a certain number of aspects still remain unknown (ex: date and content of the final version of the legislative package, number of JPWG meetings that will be held in 2013). Therefore, and based on the methodology proposed by the evaluator, the above time table should be updated in the inception report in July 2013.

The *ex-Ante* evaluation should be considered as an iterated process closely related to the progress made during the course of programming. This means that at the programme's request, the *ex-ante* evaluator can also be asked to act on specific issues outside the review reports.

The indicative time table can be adjusted to the needs of Contracting Authority/MA-JTS and is to be seen as flexible. The *ex-ante evaluator(s)* must work in close cooperation with the JTS.

## **7.5 Deliverables**

The deliverables as well as any other document produced by the contractor should be written in English (GB).

### **Inception Report**

The inception report will be prepared in close consultation with the JTS. It should include a detailed work programme related to all the envisaged factors of evaluation as well as a methodological approach for all tasks.

### **Final report**

The final report will pose all the questions related to the evaluation detailed in Article 6. It will also contain a summary. The Draft Final Report will be no longer than 40 pages. More detailed information should be placed in appendices.

Completion date: according to the work programme prepared together with the MA/JTS.

### **Presentations of intermediate and final results of the evaluation**

The evaluators will be invited to present their intermediate and final results at the JPWG meetings, the dates and venues of which will be specified at the first meeting with the MA/JTS. The different reports should be approved by the JPWG.

## **ARTICLE 8 : VERIFICATION OF SUBMITTED DOCUMENTS**

The JTS shall validate the documents listed in the preceding Article in writing (e-mail, fax or letter), within a deadline of 2 weeks after receipt.

Requests for modifications can be made as needed before final validation of the documents. The contractor commits to making these modifications within the deadline set by the URBACT Secretariat.

Only final validation of the documents by the URBACT Secretariat is equal to receipt of services.

## **ARTICLE 9 : REQUIREMENT AND RESPONSIBILITY OF THE CONTRACTOR**

The contractor appoints a team manager who executes the service on behalf of the URBACT Programme Management Authority.

The contractor commits to replacing any member of the team responsible for executing this contract who might have defaulted, as soon as possible and without extraordinary measures. The proposed replacement should have at least the same level as the previous person and no replacement can result in a change in the price of the services.

Any modification indicated in the tender that is initiated by the contractor, the manager and the members of the team should have prior approval from the JTS.

## **ARTICLE 10 : CONTRACT PRICE AND PRICE CHANGES**

### **10.1 Contract price**

The contract is finalized at a **set price**. This price is given exclusive of tax and inclusive of tax.

The price is firm and final for the duration of the contract and appears in the tender document (DC3) signed by the contractor. It includes carrying out all the services requested in this CCP and all the costs and charges pertaining to their execution, notably the costs of reprography, transport, board and meal charges, secretariat, etc.

### **10.2 Price changes**

Prices are firm during the first year. They can then be revised on the anniversary date of the contract, according to the following formula:

$$P_1 = P_0 \times S_1/S_0$$

or

$P_1$  = Revised price

$P_0$  = Initial price

$S_0$  = SYNTEC index for the month of submission of tenders

$S_1$  = SYNTEC published index on the date of revision.

The Syntec reference index is available on the Syntec federation Website:

[http:// www.syntec.fr](http://www.syntec.fr)

## **ARTICLE 11 : LATE PENALTIES**

### **11.1 Late penalties**

If the contractual deadlines scheduled in this CCP and meetings are not respected by the contractor, and these delays are not caused by the contracting authority or due to force majeure, the applied penalties are €100 inclusive of tax, per day of delay.

However, the contractor may request an execution deadline extension. He should send his written justified request to the contracting authority indicating the requested deadline which should fall in the framework of the contract period. He will be notified in writing of the acceptance, if so, of the extension.

### **11.2 Penalties for poor execution - Adjustment**

In conformance with Article 27 of the CCAG-PI, if after a duly justified request by the Acsé, the quality of a service remains unsatisfactory because it does not meet the Contracting Authority's expectations as defined in the contractual documents, the contracting authority reserves the right to order a price adjustment according to the extent of shortcomings noted. This decision should be justified and the contractor should be able to present his observations.

### **11.3 Penalties for concealed work**

In conformance with Article L.8222.6 of the Labour Code, penalties can be applied to the contractor if he does not carry out the formalities mentioned in Articles L.8221-3 to L.8221-5 of the Labour Code concerning concealed work.

## **ARTICLE 12 : INVOICING AND PAYMENT METHODS**

### **12.1 Invoicing methods**

Payment is made according to the public accounting rules after verification of the service carried out and receipt of the invoice by the URBACT Secretariat.

The payment method is exclusively by bank or postal transfer to the account corresponding to the details provided by the contractor.

The Designated Public Accountant is the Acsé Accountant located at 209 rue de Bercy, 75585 Paris Cedex 12.

Invoices pertaining to payment are established in French and in triplicate (one original and two copies) with the following required mentions:

- The name of the contracting parties (name and address),
- Reference to this contract,
- The invoice date and number,
- The services invoiced,
- The total amount for the service exclusive of tax,
- The VAT rate and amount,
- The total inclusive of tax,
- The bank account number, in conformance with the bank details provided by the contractor.

Invoices should be sent to:

L'Acsé - URBACT Secretariat  
5, rue Pleyel  
93283 Saint-Denis Cedex

**Reminder:** the currency is the Euro and the price will remain unchanged regardless of changes in the exchange rate.

### **12.2 General payment deadline**

In conformance with the modified decree of February 21, 2002 concerning the implementation of a maximum payment deadline for public contracts and Article 98 of the Public Procurement Contracts Code, the Public Corporation proceeds with payment of the amounts due within a maximum of 30 days as of receipt of the request for payment by the URBACT Secretariat .

### **12.3 Payment methods**

Payment will be made according to the following schedule:

- A 1<sup>st</sup> payment of 25% is made to the contractor when he can prove having carried out 1/4 of his mission and on presentation of an invoice validated by the URBACT Secretariat.



- A 2<sup>nd</sup> payment of 25% is made to the contractor when he can prove having carried out half of his mission and on presentation of an invoice validated by the URBACT Secretariat.
- A 3<sup>rd</sup> payment of 25% is made to the contractor when he can prove having carried out 3/4 of his mission and on presentation of an invoice validated by the URBACT Secretariat.
- The remaining 25% is paid to the contractor on presentation of an invoice after validation of the final report by the URBACT Secretariat.

#### **12.4 Loan**

In conformance with Article 87 of the Public Procurement Contracts Code, the contractor can be granted a loan. The contractor should specify in the tender document whether or not he waives the right to this loan.

This loan is reimbursed according to the provisions of Article 88 of the Public Procurement Contracts Code.

#### **ARTICLE 13 : CHANGES THAT AFFECT THE CONTRACTOR'S STATUS**

During the period of validity of the contract, the contractor is responsible for immediately informing the URBACT Secretariat in writing of **any change** that has an effect on **the company's status**, including changes of the holder of the bank or postal account to which payments of the amounts due are made in the framework of this contract.

If he neglects to conform to this provision, the contractor is hereby informed that the Acsé cannot be held responsible for late payments of invoices presenting an anomaly in comparison to the indications in the tender document, resulting from modifications made within the company or concerning the company's status and of which Acsé has no knowledge.

#### **ARTICLE 14 : CONFIDENTIALITY – OWNERSHIP OF THE RESULTS**

The successful tenderer commits to abstaining from disclosing any information of which he might have knowledge during the execution of his service.

In the framework of this contract, the contractor exclusively waives all his property rights related to the results, partial or not, to the MA/JTS, enabling it to freely exploit them for the legal duration of the intellectual property.

The "results" signify all the components, regardless of the form, type and medium that are consequent to the execution of the services covered by the contract.

In compliance with copyrights, these intellectual property rights include all the property rights to reproduction, representation and distribution, notably the right to use and permit use of, to incorporate, integrate, adapt, arrange, correct and translate the results, even partial, of all or a part of them, as they are or modified, by any means, in any form and in any medium. The MA/JTS, who is owner of all the documents related to this contract, may use the results, even partial, of the services, reproduce the results and transmit them to a third party, in compliance with the regulations defined by the CNIL. Prior approval from the URBACT Secretariat should be received for these uses. The MA/JTS reserves the right to publish the results of services; this publication should mention the contractor and the URBACT financing.

The price of this transfer is included in the contract amount.

This transfer is applicable in France and the entire world, notably in case of publication on the Web.

This transfer covers the results, even partial, as of receipt of the services requested.

For this use and publication of the results, even partial, by authors or third parties, there should be a prior agreement with the JTS.

This request for authorisation is sent by post addressed to the URBACT Secretariat.

Any authorised publication should mention URBACT financing and be sent to the JTS for information purposes.

The contractor is required to ensure that the title of the contract and the name URBACT appear on all the documents concerning the services of this contract (minutes of meetings, reports, etc.).

## **ARTICLE 15 : TERMINATION CONDITIONS**

The contract can be terminated by the contracting authority in conformance with the provisions in Section 7 of the CCAG/PI, as well as under the following conditions:

### **15.1 Termination due to fault by the contractor**

If Acsé notes that services have not been executed or have been poorly executed, it notifies the contractor of the defaults by registered letter with acknowledgement of receipt and then makes a formal request of the contractor to present his observations and if necessary, to meet the requirements indicated in the letter, within a deadline of 15 days as of notification.

At the end of this 15-day period, if the formal demand remains without results (absence of response or services that remain unsatisfactory) the contracting authority can terminate the contract due to transgression of duty by the contractor without any other formal request or notice by registered letter with acknowledgement of receipt. Termination due to transgression of duty shall not result in payment of compensation to the contractor.

In addition, and in application of Article 47 of the Public Procurement Contracts Code, in the event of lack of precision of the information provided in Articles 44 and 46, the contracting authority, after prior formal request, can decide to terminate the contract due to fault by the co-contractor, without compensation.

### **15.2 Unilateral termination by the Public Corporation**

The public corporation may at any moment terminate the services covered by the contract before its completion for reasons of general interest.

The contractor is notified by registered letter with acknowledgement of receipt of the decision to terminate.

The termination compensation is calculated in conformance with Section VII of the CCAG/PI.

## **ARTICLE 16 : SETTLEMENT OF DISPUTES RELATED TO THE CONTRACT**

Under no circumstances can the disputes between the contracting authority and the successful tenderer be evoked by the contractor as a reason for stopping, definitively or temporarily, the services stipulated in the contract.

This contract is governed by French law. The French courts are the only ones with jurisdiction. Unless an amicable agreement can be reached, any dispute resulting from the application of this contract is subject to judgement by the Administrative Court in Paris.

Any disagreement can be brought before the Consulting Committee for amicable settlement of disagreements or disputes related to public procurement contracts in conformance with Article 127 of the Public Procurement Contracts Code.

**ARTICLE 17 : EXCEPTIONS TO THE GENERAL ADMINISTRATIVE TERMS AND CONDITIONS (CCAG)**

Article 8 "Verification of documents" contravenes Section VI of the CCAG/PI "Observation of the execution of services".

Article 11 "Late penalties" contravenes Article 14 of the CCAG/PI.