

**REGLEMENT DE CONSULTATION
RELATIF A L'APPEL D'OFFRES OUVERT
SUR OFFRES DE PRIX N°43/2024**

Objet : Rénovation et régulation d'un four vertical pour les essais de résistance au feu pour le centre expérimental des matériaux et du génie industriel « CEMGI ».

Etabli en vertu de l'article 18 du règlement des achats du LPEE : RA/980/001 du 01 Novembre 2014 fixant les conditions et les formes dans les quelles sont passés les marchés pour le compte du Laboratoire Public d'Essais et d'Eudes ainsi que certaines règles relatives à leur gestion et à leur contrôle tel qu'il est publié sur le site web www.lpee.ma.

Date limite de dépôt des plis : 24/12/2024... à10...H....00.....



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ARTICLE 1 : Objet du règlement de consultation

Le présent règlement de consultation régit l'appel d'offres ouvert sur offres de prix n°43/2024 qui a pour objet la **rénovation et régulation d'un four vertical pour les essais de résistance au feu pour le centre expérimental des matériaux et du génie industriel « CEMGI » en un (01) lot unique** pour le compte du Laboratoire Public d'Essais et d'Etudes désigné ci-après par Maître d'ouvrage ou LPEE.

ARTICLE 2 : Répartition en lots

Le présent appel d'offres concerne un marché réparti en un (01) lot unique consistant en la rénovation et régulation d'un four vertical pour les essais de résistance au feu pour le centre expérimental des matériaux et du génie industriel « CEMGI ».

ARTICLE 3 : Contenu du dossier d'appel d'offres

Conformément aux dispositions de l'article 19 du règlement des achats du LPEE, le dossier d'appel d'offres comprend :

- a) Copie de l'avis d'appel d'offres ;
- b) Un exemplaire du cahier des prescriptions spéciales ;
- c) Le modèle du kit de maintenance préventive ;
- d) Le modèle de l'acte d'engagement ;
- e) Le modèle du bordereau des prix- détail estimatif ;
- f) Le modèle de la déclaration sur l'honneur ;
- g) Le présent règlement de la consultation ;
- h) Copie de l'avis d'appel d'offres version anglaise ;
- i) Un exemplaire du cahier de prescriptions spéciales version anglaise ;
- j) Le présent règlement de la consultation version anglaise.

ARTICLE 4 : Modification du contenu du dossier d'appel d'offres

Si des modifications sont introduites dans le dossier d'appel d'offres, conformément aux dispositions du paragraphe 5 de l'article 19 du règlement des achats du LPEE, elles seront communiquées à tous les concurrents ayant retiré ledit dossier et introduites et mises à la disposition des autres concurrents.

Lorsque ces modifications nécessitent le report de la date de la séance d'ouverture des plis, ce report doit intervenir par un avis modificatif dans les mêmes conditions prévues à l'article 20 du règlement des achats du LPEE et dans un délai minimum de sept (07) jours à compter du lendemain de la date de la dernière publication de la modification sans que la date de ladite séance ne soit antérieure à celle initialement prévue.

ARTICLE 5 : Retrait du dossier d'appel d'offres

Le dossier d'appel d'offres est mis à la disposition des concurrents dans le bureau d'ordre du siège du LPEE, sis au 25, Rue d'Azilal-Casablanca dès la parution de l'avis d'appel d'offres sur le site web du LPEE ou au premier journal et jusqu'à la date limite de remise des offres.

Le dossier d'appel d'offres est mis gratuitement à la disposition des concurrents.

Le dossier d'appel d'offres peut être téléchargé sur le site web du LPEE (www.lpee.ma).

Il peut également être envoyé par voie postale aux concurrents qui le demandent par écrit à leurs frais et à leurs risques et périls.

ARTICLE 6 : Demande et communication d'informations aux concurrents

Les demandes par lettre avec accusé de réception d'informations ou renseignements formulées par les concurrents doivent être adressées dans un délai de sept (07) jours au moins avant la date prévue pour la séance d'ouverture des plis au bureau du maître d'ouvrage sis à 25, Rue d'Azilal à Casablanca.

Tout éclaircissement ou renseignement fourni par le maître d'ouvrage à un concurrent sera communiqué aux autres concurrents le même jour et dans les mêmes conditions, et au moins trois (3) jours avant la date prévue pour la séance d'ouverture des plis et ce par lettre recommandée avec accusé de réception, par fax confirmé ou par voie électronique suivante : dir.dla@lpee.ma.

Les éclaircissements ou les renseignements seront également publiés sur le site web du LPEE.

ARTICLE 7 : Conditions requises des concurrents

Conformément aux dispositions de l'article 22 du règlement des achats du LPEE :

1. Seules peuvent participer au présent appel d'offres les personnes physiques ou morales qui :
 - Justifient des capacités juridiques, techniques et financières requises ;
 - Sont en situation fiscale régulière, pour avoir souscrit leurs déclarations et réglé les sommes exigibles ou, à défaut de règlement, constitué des garanties suffisantes auprès du comptable chargé du recouvrement ;
 - Sont affiliées à la Caisse Nationale de la Sécurité Sociale et souscrivent régulièrement leurs déclarations de salaire et sont en situation régulière auprès de cet organisme.
2. Ne sont pas admises à participer à la présente consultation :
 - Les personnes qui sont en liquidation judiciaire ;
 - Les personnes qui sont en redressement judiciaire, sauf autorisation spéciale délivrée par l'autorité judiciaire compétente ;
 - Les personnes ayant fait l'objet d'une exclusion temporaire ou définitive prononcée dans les conditions fixées par l'article 24 ou l'article 85 du règlement des achats, selon le cas ;
 - Les personnes physiques ou morales qui représentent plus d'un concurrent dans le présent appel d'offres.

Les groupements de concurrents peuvent être librement constitués dans les conditions de l'article 83 du règlement des achats du LPEE, et doivent désigner au moment de leur inscription et dans leur dossier de candidature un membre du groupement mandataire habilité à les représenter dans le cadre de cette procédure.

Aucune personne physique ou morale ne peut participer à travers plusieurs groupements de concurrents à cet appel d'offre.

ARTICLE 8 : Liste des pièces justifiant les capacités et qualités des concurrents

Chaque concurrent est tenu de présenter un dossier administratif, un dossier technique et un dossier additif. Chaque dossier peut être accompagné d'un état des pièces qui le constituent.

A- Le dossier administratif comprend :

1. Pour chaque concurrent au moment de la présentation des offres :
 - a. Une déclaration sur l'honneur, en un exemplaire unique ;
 - b. L'original du récépissé du cautionnement provisoire ou l'attestation de la caution personnelle et solidaire en tenant lieu, le cas échéant ;
 - c. Pour les groupements, une copie légalisée de la convention constitutive prévue à l'article 83 du règlement des achats du LPEE ;
2. Pour le concurrent auquel il est envisagé d'attribuer le marché, dans les conditions fixées à l'article 39 du règlement des achats du LPEE :
 - a. La ou les pièces justifiant les pouvoirs conférés à la personne agissant au nom du concurrent. Ces pièces varient selon la forme juridique du concurrent.
 - S'il s'agit d'une personne physique agissant pour son propre compte, aucune pièce n'est exigée ;
 - S'il s'agit d'un représentant, celui-ci doit présenter selon le cas :
 - Une copie conforme de la procuration légalisée lorsqu'il s'agit au nom d'une personne physique
 - Un extrait des statuts de la société et/ou le procès-verbal de l'organe compétent lui donnant pouvoir selon la forme juridique de la société, lorsqu'il agit au nom d'une personne morale ;
 - L'acte par lequel la personne habilitée déléguer son pouvoir à une tierce personne, le cas échéant.
 - b. Une attestation ou sa copie certifiée conforme à l'original délivrée depuis moins d'un an par l'administration compétente du lieu d'imposition certifiant que le concurrent est en situation fiscale régulière ou à défaut de paiement qu'il a constitué les garanties prévues à l'article 22 du règlement des achats du LPEE. Cette attestation doit mentionner l'activité au titre de laquelle le concurrent est imposé.
 - c. Une attestation ou sa copie certifiée conforme à l'original délivrée depuis moins d'un an par la caisse nationale de sécurité sociale certifiant que le concurrent est en situation régulière envers cet organisme conformément aux dispositions prévues à cet effet à l'article 22 du règlement des achats du LPEE, ou de la décision du ministre chargé de l'emploi ou sa copie certifiée conforme à l'originale, prévue par le dahir portant loi n° 1-72-184 du 15 jourmada II 1392 (27 juillet 1972) relatif au régime de sécurité sociale assortie de l'attestation de l'organisme de prévoyance sociale auquel le concurrent est affilié et certifiant qu'il est en situation régulière vis-à-vis dudit organisme.

La date de production des pièces prévues aux b) et c) ci-dessus sert de base pour l'appréciation de leur validité.
 - d. Le certificat d'immatriculation au registre de commerce pour les personnes assujetties à l'obligation d'immatriculation conformément à la législation en vigueur.
 - e. L'équivalent des attestations visées aux paragraphes b), c) et d) ci-dessus, délivrées par les administrations ou les organismes compétents de leurs pays d'origine ou de provenance pour les concurrents non installés au Maroc.

A défaut de la délivrance de tels documents par les administrations ou les organismes compétents de leur pays d'origine ou de provenance, lesdites attestations peuvent être remplacées par une attestation délivrée par une autorité judiciaire ou administrative du pays

d'origine ou de provenance certifiant que ces documents ne sont pas produits.

B- Le dossier technique comprend :

- Une note indiquant les moyens humains et techniques du concurrent et mentionnant éventuellement, le lieu, la date, la nature et l'importance des prestations à l'exécution desquelles le concurrent a participé et la qualité de sa participation.

C- Le dossier additif comprend

1. Le cahier des prescriptions spéciales (CPS) signé à la dernière page avec la mention manuscrite « lu et accepté » et paraphé sur toutes les pages ;
2. Le présent règlement de la consultation signé avec la mention manuscrite « lu et accepté » et paraphé sur toutes les pages ;
3. Une documentation détaillée et précise relative à l'ensemble des articles désignés dans le bordereau des prix, indiquant les spécifications techniques des articles proposés. Cette documentation (fiches techniques, prospectus, notices, ...) doit être la plus exhaustive possible et permettre notamment de vérifier la conformité des articles proposés par rapport à l'ensemble des spécifications techniques du marché.
4. La composition du kit d'entretien préventif, selon l'annexe n°2 du CPS. Le concurrent doit proposer une liste exhaustive des pièces de rechange incluses dans le kit de maintenance préventive selon les préconisations du fabricant du matériel.

Le dossier administratif, technique et additif doit également être présenté en format numérique sur une clé USB.

ARTICLE 9 : Offre technique

Il n'est pas prévu d'offre technique au titre du présent règlement de consultation.

ARTICLE 10 : Offre variante

Il n'est pas prévu d'offre variante au titre du présent règlement de consultation.

ARTICLE 11 : Offre financière

L'offre financière comprend :

- a) Le bordereau des prix-détail estimatif dont le modèle est établi par le maître d'ouvrage et figurant dans le dossier d'appel d'offres ;
Les prix unitaires du bordereau des prix-détail estimatif doivent être libellés en chiffres.
Le montant total du bordereau des prix-détail estimatif doit être libellé en chiffres.
- b) L'acte d'engagement par lequel le concurrent s'engage à réaliser les prestations objet du marché conformément aux conditions prévues aux cahiers des charges et moyennant un prix qu'il propose. Il est établi en un seul exemplaire sur un imprimé dont le modèle est annexé au présent règlement. Cet acte d'engagement dûment rempli, et comportant le relevé d'identité bancaire (RIB), est signé par le concurrent ou son représentant habilité.

Le montant total de l'acte d'engagement doit être libellé en chiffres et en toutes lettres.

Lorsque l'acte d'engagement est souscrit par un groupement, il doit être signé soit par chacun des membres du groupement ; soit seulement par le mandataire si celui-ci justifie des habilitations sous forme de procurations légalisées pour représenter les membres du groupement lors de la procédure de passation du marché.

En cas de discordance entre le montant total de l'acte d'engagement, et de celui du bordereau des prix-détail estimatif, le montant du bordereau des prix-détail estimatif est tenu pour bon pour établir le montant réel de l'acte d'engagement.

ARTICLE 12 : Présentation des dossiers des offres des concurrents

Le dossier présenté par chaque concurrent est mis dans un pli cacheté portant :

- Le nom et l'adresse du concurrent ;
- L'objet de l'appel d'offres, le n° d'appel d'offres et l'indication des lots concernés ;
- La date et l'heure de la séance publique d'ouverture des plis ;
- L'avertissement que « le pli ne doit être ouvert que par le Président de la commission centrale des achats lors de la séance d'ouverture des plis ».

Ce pli contient deux (2) enveloppes comprenant :

- a- **La première enveloppe** : contient le dossier administratif, le dossier technique et le dossier additif. Cette enveloppe doit être fermée, cachetée, scellée et porter de façon apparente, outre les indications portées sur le pli, la mention « Dossiers administratif, technique et additif ».
 - b- **La deuxième enveloppe** : contient l'offre financière du soumissionnaire. Cette enveloppe doit être fermée, cachetée, scellée et porter de façon apparente, outre les indications portées sur le pli, la mention « Offre financière ».
- Cette même enveloppe doit contenir autant d'enveloppes fermées et cachetées que de lots pour lesquels le concurrent a soumissionné, contenant chacune l'acte d'engagement et le bordereau des prix du lot concerné.

ARTICLE 13 : Dépôt des plis des concurrents

Les plis sont au choix des concurrents, soit :

- Déposés contre récépissé dans le bureau d'ordre du maître sis au 25, Rue d'Azilal à Casablanca ;
- Envoyés par courrier recommandé avec accusé de réception au bureau précité ;
- Remis, séance tenante au président de la commission centrale des achats au début de la séance, et avant l'ouverture des plis.

Le délai pour la réception des plis expire à la date et heure fixées par l'avis d'appel d'offres pour la séance d'ouverture des plis. Les plis déposés ou reçus postérieurement au jour et à l'heure fixés ne sont pas admis.

A leur réception, les plis sont enregistrés par le maître d'ouvrage dans leur ordre d'arrivée sur un registre spécial. Le numéro d'enregistrement ainsi que la date et l'heure d'arrivée sont portés sur le pli remis.

Les plis resteront cachetés et seront tenus en lieu sûr jusqu'à leur ouverture dans les conditions prévues à l'article 35 du règlement des achats.

ARTICLE 14 : Retrait des plis

Tout pli déposé ou reçu peut être retiré antérieurement au jour et à l'heure fixés pour l'ouverture des plis. Le retrait du pli fait l'objet d'une demande écrite et signée par le concurrent ou son représentant dûment habilité. La date et l'heure du retrait sont enregistrées par le maître d'ouvrage dans le registre spécial tenu à cet effet.

Les concurrents ayant retiré leurs plis peuvent présenter de nouveaux plis dans les mêmes conditions fixées à l'article 13 du présent règlement de consultation.

ARTICLE 15 : Ouverture et examen des dossiers administratifs, techniques et additifs et l'appréciation des capacités des soumissionnaires

La séance d'ouverture des plis se tient au siège du LPEE sis, 25 rue d'Azilal, Casablanca.

L'ouverture et l'examen des dossiers administratifs, techniques et additifs et l'appréciation des capacités des soumissionnaires s'effectuent conformément aux dispositions prévues aux articles 22 et 35 du règlement des achats du LPEE

La commission d'appel d'offres constituera une sous-commission pour une évaluation technique de la documentation détaillée et précise relative à l'ensemble des articles désignés dans le bordereau des prix, des concurrents dont les dossiers administratif et technique sont conformes.

Cette sous-commission peut procéder à des visites des lieux des soumissionnaires retenus pour l'examen du matériel proposé dans leurs offres. Les conclusions de cette sous-commission sont consignées dans un rapport. Elle peut également demander par écrit à un ou à plusieurs concurrents des éclaircissements sur leur documentation technique. Ces éclaircissements doivent se limiter à la documentation contenue dans ledit dossier additif.

Il est bien précisé que les plis ouverts ne pourront plus être modifiés. Seules des explications n'altérant pas la substance de l'offre pourront être acceptées.

L'évaluation de la documentation des concurrents se fera selon les dispositions de l'article 37 du règlement des achats, par examen de la conformité technique des articles (caractéristiques, certificats de conformité, certificat d'étalonnage, vérification métrologique ...) par rapport aux spécifications des articles dont les détails figurent sur le cahier des prescriptions techniques du CPS et à la norme d'essai correspondante.

Les membres de la commission écartent les offres qui expriment des restrictions ou des réserves.

Cet examen aboutit à l'établissement d'une liste des concurrents retenus par lot.

ARTICLE 16 : Examen des offres financières

Conformément des articles 38 à 41 du règlement des achats, l'examen des offres financières concerne les seuls concurrents admis à l'issue de l'examen de leurs dossiers administratifs, techniques, et additifs.

Seuls les lots pour lesquels tous les articles déclarés conformes à l'issue de l'étape décrite ci-haut seront concernés par cette évaluation. Les lots pour lesquels un ou plusieurs articles sont déclarés non conformes seront donc écartés de la concurrence. A ce titre, l'offre la moins disante pour chaque lot sera retenue.

Le marché sera attribué au concurrent dont l'offre financière est la moins disante. Pour les fournisseurs non-résidents au Maroc, les prix des offres financières sont augmentés, après leur conversion en dirhams, des droits de douane et taxes selon la réglementation marocaine en vigueur, ainsi que les frais d'approche selon l'incoterm choisi.

ARTICLE 17 : Délai de validité des offres

Les soumissionnaires restent engagés par leurs offres pendant un délai de quatre-vingt-dix (90) jours à compter de la date d'ouverture des plis.

Si dans ce délai le choix de l'attributaire n'est pas arrêté, le maître d'ouvrage pourra demander aux soumissionnaires par lettre recommandée avec accusé de réception et le cas échéant par fax confirmé ou par voie électronique de prolonger la validité de leurs offres. Seuls les soumissionnaires ayant donné leur accord par lettre recommandée avec accusé de réception, par fax confirmé ou par tout autre moyen de communication écrit pouvant donner date certaine, avant la date limite fixée par ce dernier, restent engagés pendant ce nouveau délai.

ARTICLE 18 : Monnaie de formulation des offres

La monnaie de l'offre pour les concurrents installés au Maroc doit être le Dirham Marocain (MAD).

Lorsque le concurrent n'est pas installé au Maroc, son offre doit être exprimée en Dirham Marocain (MAD) ou en toute monnaie étrangère convertible.

Dans ce cas, pour être évalués et comparés, les prix des offres exprimées en monnaie étrangère doivent être convertis en dirham. Cette conversion s'effectue sur la base du cours vendeur du dirham en vigueur le premier jour ouvrable de la semaine précédant celle du jour d'ouverture des plis donnés par Bank Al-Maghreb.

ARTICLE 19 : Langue d'établissement des pièces des offres

Les pièces des offres présentées par les concurrents doivent être établies en langue française.

A Casablanca, le

Le Soumissionnaire	Le Maître d'ouvrage
Nom et qualité du signataire Lu et approuvé (<i>mention manuscrite</i>) Cachet et signature	DLAAP PRESENTE PAR : A. KORCHI VERIFIE PAR : H. SARJANE VALIDE PAR : A. ABOUFARISS  LA DIRECTION GENERALE DU LPEE 

ANNEXE 1 : Modèle d'acte d'engagement

A. Partie réservée au LPEE

Appel d'offres ouvert sur offres des prix n° 43/2024 du

Objet du marché : **Rénovation et régulation d'un four vertical pour les essais de résistance au feu pour le centre expérimental des matériaux et du génie industriel « CEMGI ».**

passé en application de l'alinéa 1 du paragraphe I de l'article 16 du Règlement des Achats LPEE.

B. Partie réservée au concurrent

a) pour les personnes physiques

Je (4), soussigné (prénom, nom et qualité), agissant en mon nom personnel et pour mon propre compte,

adresse du domicile élu :

affilié à la CNSS sous le.....(5)

inscrite au registre du commerce de (localité)

sous le n° (5)

ICE n°.....

n° de patente (5).

b) Pour les personnes morales

Je (4), soussigné (prénom, nom et qualité au sein de l'entreprise)

agissant au nom et pour le compte de (raison sociale et forme juridique de la société)

au capital de.....

adresse du siège social de la société :

adresse du domicile élu :

affiliée à la CNSS sous le n°.....(5)

inscrite au registre du commerce (localité) sous le n° (5)

ICE n°.....

n° de patente.....(5).

En vertu des pouvoirs qui me sont conférés :

Après avoir pris connaissance du dossier d'appel d'offres concernant les prestations précisées en objet de la partie A ci-dessus ;

Après avoir apprécié à mon point de vue et sous ma responsabilité la nature et les difficultés que comportent ces prestations :

- 1) Remets, revêtu (s) de ma signature un bordereau de prix- un détail estimatif établi (s) conformément aux modèles figurant au dossier d'appel d'offres.
- 2) m'engage à exécuter lesdites prestations conformément au cahier des prescriptions spéciales et moyennant les prix que j'ai établis moi-même, lesquels font ressortir :

- Montant hors T.V.A. :(en lettres et en chiffres)
- Taux de la T.V.A. :(en pourcentage)
- Montant de la T.V.A. :(en lettres et en chiffres)
- Montant T.V.A comprise :(en lettres et en chiffres)

Le LPEE se libérera des sommes dues par lui en faisant donner crédit au compteà (la trésorerie générale, bancaire, ou postal) ouvert à mon nom (ou au nom de la société) à (Localité) sous relevé d'identification bancaire (RIB) numéro.....

(Pour le fournisseur non-résident au Maroc)

IBAN :..... BIC :.....

Fait à..... Le

(Signature et cachet du concurrent)

(4) : lorsqu'il s'agit d'un groupement, ses membres doivent :

- a) mettre : « Nous, soussignés nous obligeons conjointement/ou solidairement (choisir la mention adéquate et ajouter au reste de l'acte d'engagement, les rectifications grammaticales correspondantes)
- b) ajouter l'alinéa suivant : « désignons, (prénoms, noms et qualité) en tant que mandataire du groupement ».
- c) préciser la ou les parties des prestations que chacun des membres du groupement s'engage à réaliser pour le groupement conjoint et éventuellement pour le groupement solidaire.

(4) : Pour les concurrents non installés au Maroc, préciser la référence des documents équivalents et lorsque ces documents ne pas délivrés par leurs pays d'origine, la préférence à l'attestation délivrée par une autorité judiciaire ou administrative du pays d'origine ou de provenance certifiant que ces documents ne sont pas produits.

(5) : Ces mentions ne concernent que les personnes assujetties à cette obligation.

ANNEXE 2 : Modèle de déclaration sur l'honneur (*)

Mode de passation : Appel d'offres ouvert sur offres de prix n° 43/2024 du

Objet du marché : Rénovation et régulation d'un four vertical pour les essais de résistance au feu pour le centre expérimental des matériaux et du génie industriel « CEMGI ».

A-Pour les personnes physiques

Je soussigné, (nom, prénom, et qualité)
Numéro de tél..... numéro du fax.....adresse électronique agissant en mon
nom personnel et pour mon propre compte,

Adresse du domicile élu :

Affilié à la CNSS sous le n°: (1)

Inscrit au registre du commerce de.....(localité) sous le n° (1)

n° de patente (1)

ICE n°.....

N° du compte courant postal-bancaire ou à la TGR (RIB)

(Pour le fournisseur non-résident au Maroc)

IBAN :..... BIC :.....

B - Pour les personnes morales

Je soussigné, (nom, prénom et qualité au sein de l'entreprise)

Numéro de tél numéro du fax

Adresse électronique

Agissant au nom et pour le compte de(raison sociale et forme juridique de la

Adresse du siège social de la société au capital de.....,.....

Adresse du domicile élu Inscrite au registre du commerce(localité) sous le n°..... (1)

Affiliée à la CNSS sous le n°

N° de patente..... (1)

ICE n°.....

N° du compte courant postal-bancaire ou à la TGR(2)..... (RIB), en vertu des pouvoirs qui me sont
conférés ;

(Pour le fournisseur non-résident au Maroc)

IBAN :..... BIC :.....

Déclare sur l'honneur :

1. M'engager à couvrir, dans les limites fixées dans le cahier des charges, par une police d'assurance, les risques découlant de mon activité professionnelle ;
2. Que je remplit les conditions prévues à l'article 22 du Règlement des Achats LPEE ;
3. Etant en redressement judiciaire j'atteste que je suis autorisé par l'autorité judiciaire compétente à poursuivre l'exercice de mon activité (2) ;



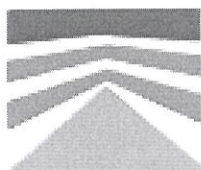
4. M'engager, si j'envisage de recourir à la sous-traitance :
 - A m'assurer que les sous-traitants remplissent également les conditions prévues par l'article 22 du Règlement des Achats LPEE ;
5. M'engager à ne pas recourir par moi-même ou par personne interposée à des pratiques de fraude ou de corruption de personnes qui interviennent à quelque titre que ce soit dans les différentes procédures de passation, de gestion et d'exécution du présent marché ;
6. M'engage à ne pas faire par moi-même ou par personne interposées, des promesses, des dons ou des présents en vue d'influer sur les différentes procédures de conclusions du présent marché.
7. Atteste que je ne suis pas en situation de conflit d'intérêt tel que prévu à l'article 94 du Règlement des Achats LPEE précité ;
8. Je certifie l'exactitude des renseignements contenus dans la présente déclaration sur l'honneur et dans les pièces fournies dans mon dossier de candidature ;
9. Je reconnais avoir pris connaissance des sanctions prévues par l'article 85 du Règlement des Achats LPEE précité, relatives à l'inexactitude de la déclaration sur l'honneur.

Fait à....., le.....

Signature et cachet du concurrent

- (1) *Pour les concurrents non installés au Maroc, préciser la référence aux documents équivalents lorsque ces documents ne sont pas délivrés par leur pays d'origine ou de provenance.*
- (2) *A supprimer le cas échéant.*
- (*) *En cas de groupement, chacun des membres doit présenter sa propre déclaration sur l'honneur.*





المختبر العمومي للتجارب والدراسات
LABORATOIRE PUBLIC D'ESSAIS ET D'ETUDES

PUBLIC LABORATORY FOR TESTS AND STUDIES (LPEE)

NOTICE OF OPEN CALL FOR TENDERS ON PRICE OFFERS N°43/2024 OF , 2024

PUBLIC MEETING

On/...../2024 at:....., at the LPEE headquarters located at 25 Rue d'Azilal, Casablanca, the bids relating to: **The renovation and controlling of a vertical furnace for fire resistance testing for the Material and industrial engineering experimental center "CEMGI" in one (01) single lot**, will be opened at a public meeting.

The tender documents can be obtained from LPEE's registry office (bureau d'ordre) located at 25 Rue d'Azilal, Casablanca, or downloaded from the following web address: www.lpee.ma/carrefour-communication/appelsdoffres.

The provisional bond is set at forty-eight thousand dirhams (48,000.00 DH).

The bids of the competitors may either be:

- Deposited against receipt in the Contracting authority's registry office (bureau d'ordre) located at 25, Rue d'Azilal, Casablanca;
- Sent by registered mail with acknowledgement of receipt to the above-mentioned registry;
- Delivered to the Chairman of the Central Procurement Committee at the beginning of the meeting and before the bids are opened.

The supporting documents to be supplied by competitors are those specified in article 8 of the tender rules.

For further information, please contact the Procurement, Logistics and Asset Management Department by fax on 0522 45 01 45 or by e-mail: dir.dla@lpee.ma.

**SPECIAL SPECIFICATIONS (CPS)
RELATING TO THE OPEN CALL FOR TENDERS
ON PRICE OFFERS N° 43/2024**

Subject: Renovation and controlling of a vertical furnace for fire resistance testing for the Material and industrial engineering experimental center "CEMGI".

Established pursuant to subparagraph I paragraph I of article 16 of LPEE's Purchasing regulations RA/980/001 of November 01, 2014 laying down the conditions and forms in which contracts are awarded on behalf of the Public Laboratory for Tests and Studies (LPEE) as well as certain rules relating to their management and control as published on the website www.lpee.ma.

Deadline for bid submission: atH.....

Subject: Renovation and controlling of a vertical furnace for fire resistance testing for the Material and industrial engineering experimental center "CEMGI".

BETWEEN

The Public Laboratory for Tests and Studies (L.P.E.E), a public limited company with capital of 247,702,400.00 Moroccan dirhams (Two Hundred and Forty Seven Million Seven Hundred and Two Thousand Four Hundred Moroccan Dirhams), registered in the Casablanca Trade Register under N° 32131, affiliated with the National Social Security Fund (CNSS) under N° 1066308, Common Enterprise Identifier (ICE) N° 001527537000028 represented by **Mr. Hammou Bensaadout**, General Manager of the said laboratory by virtue of the powers vested in him, electing domicile at Casablanca, 25 Rue d'Azilal.

Hereinafter referred to as the **"Contracting authority"** or **"LPEE"**,

ON THE ONE HAND

AND

In the case of a natural person

Mr.....capacity.....

Acting in his own name and for his own account.

With share capital of.....Patent N°

Trade register ofUnder N°

Affiliated with CNSS under N°

With an address for service at

ICE N°

Bank account RIB (24 digits).....

Open at

IBAN:.....

BIC:.....

Hereinafter referred to as the **"Supplier"** or **"Contract holder"**,

ON THE OTHER HAND

In the case of a legal person

..... (Company name and legal form),

Represented by Mr.
.....capacity.....by virtue of the
powers vested in him.

With share capital of..... Patent N°

Trade register ofUnder N°

Affiliated with CNSS under N°

With an address for service at.....

ICE N°

Bank account RIB (24 digits).....



Open at

IBAN:.....

BIC:.....

Hereinafter referred to as the **"Supplier"** or **"Contract holder"**,

ON THE OTHER HAND

In the case of a consortium

The undersigned members of the consortium formed under the terms of the agreement
.....(agreement references).....:

Member 1:

..... (Company name and legal form),

Represented by Mr.capacity
.....by virtue of the powers vested in him.

With share capital of..... Patent N°

Trade register ofUnder N°.....

Affiliated with CNSS under N°

With an address for service at.....

ICE N°

Bank account RIB (24 digits)

Open at

IBAN:.....

BIC:.....

Member 2:

(Fill in the personal information concerning the member)

.....

.....

Member n:

(Fill in the personal information concerning the member)

.....

.....

We bind ourselves (jointly or severally, depending on the nature of the consortium) having
M..... (First name, surname and position) as
consortium representative and coordinator of the performance of services, having a joint bank account
under N° (RIB with 24 digits)

Open at

IBAN:.....

BIC:.....

Hereinafter referred to as the "Supplier" or "Contract holder",

ON THE OTHER HAND

IT HAS BEEN AGREED AS FOLLOWS

ARTICLE 1 : Subject of the contract

The purpose of this contract is to **renovate and control a vertical furnace for fire resistance testing for the Material and industrial engineering experimental center "CEMGI"** on behalf of the Public Laboratory for Tests and Studies (LPEE), in a **single (01) lot**, with technical prescriptions and quantities as specified in the Technical specifications and the Schedule of prices-bill of quantities.

These Special specifications (CPS) have been drawn up with a view to concluding two contracts:

- A contract for the renovation and controlling of a vertical furnace for fire resistance testing, its start-up and training.
- An renewable contract for equipment maintenance, referred to as the "maintenance contract", whose Special specifications (CPS) are provided in Appendix 1 of this contract.

ARTICLE 2 : Presentation of the Contracting authority

Competent authority: The General Manager of LPEE.

Contracting authority: The Public Laboratory for Tests and Studies (LPEE) represented by its General Manager.

LPEE's Logistics, Purchasing, Procurement and Asset Management Department (DLAAP) is responsible for the administrative management of this contract.

The Material and industrial engineering experimental center (CEMGI) is responsible for the technical aspects of this contract.

ARTICLE 3 : Scope of supply

The supplies to be delivered under this contract are the subject of a single (01) lot consisting of the renovation and controlling of a vertical furnace for fire resistance testing.

ARTICLE 4 : Contract documents

The documents making up this contract are those listed below:

- a) The Schedule of prices-bill of quantities;
- b) The offer of services;
- c) The technical documentation;
- d) The special specifications (CPS);
- e) The self-declaration;
- f) The general conditions applicable to supply contracts carried out on behalf of LPEE (CCGF).

In the event of any discrepancy or contradiction between the constituent documents of the contract, they shall prevail in the order in which they are listed above.

ARTICLE 5 : Contractual documents subsequent to the conclusion of the contract

The contractual documents subsequent to the conclusion of the contract include:

- Service orders;
- Any amendments;
- The decision provided for in article 72 of the CCGF, relating to the termination of the contract.

The aforementioned amendments and decision are subject to approval by the Competent authority.

ARTICLE 6 : Reference to general and special texts applicable to the contract

The contracting parties to the contract are subject to the provisions of the following texts:

- Law N° 69-00 on the State's financial control of public companies and other bodies, promulgated by Dahir N° 1-03-195 of Ramadan 16, 1424 (November 11, 2003);
- Law N° 112.13 of 29 Rabii II 1436 (February 19, 2015) on the pledging of public contracts;
- Dahir N° 1-00-91 dated 15 February 2000 promulgating Law N° 17-97 on the protection of intellectual property;
- LPEE's Purchasing regulations (RA/980/01).
- The general conditions applicable to supply contracts carried out on behalf of LPEE (CCG/980/01).
- All regulatory texts applicable in Morocco on the date of signature of the contract and which are related to the subject of this contract.

The supplier must obtain these documents if he does not possess them, and may under no circumstances plead ignorance of them and evade the obligations contained therein.

ARTICLE 7 : Validity and notification date of contract approval

This contract will be valid and definitive only after its approval by the Competent authority.

The contract must be approved before delivery of the supplies begins. This approval will be notified within a maximum of ninety (90) days from the date of the opening of bids.

ARTICLE 8 : Documents made available to the supplier

Immediately following notification of approval of the contract, the Contracting authority shall hand over to the supplier, free of charge and against discharge, the documents making up the contract, in this case the documents expressly designated in article 4 of this contract, with the exception of the general conditions applicable to supply contracts, which can be downloaded from LPEE's website: www.lpee.ma.

The Contracting authority can only issue these documents once the performance bond, if any, has been furnished.

ARTICLE 9 : Supplier's domicile

All correspondence relating to this contract shall be validly addressed to the supplier's address at

In the event of a change of address, the supplier must notify the Contracting authority, by registered letter with acknowledgement of receipt, within fifteen (15) days of the date of the change.

ARTICLE 10 : Pledging

In the event of pledging this contract, it is stipulated that:

- 1) The calculation of the sums due by the Contracting authority in execution of this contract and their payment will be carried out by the General Manager of LPEE; the only person empowered to receive the notifications of the creditors of the Contract holder.
- 2) During the performance of the contract, the documents mentioned in article 8 of law N° 112-13 may be requested from the Contracting authority, by the Contract holder or the beneficiary of the pledge or subrogation, and are drawn up under his responsibility;
- 3) These documents are sent directly to the pledgee, with a copy sent to the Contract holder, in accordance with article 8 of law N° 112-13;

The Contracting authority shall deliver to the supplier, free of charge, upon request and against receipt, a special copy of the contract marked "single copy" and intended to form title in accordance with the legislative provisions relating to the pledging of State and public establishment contracts as amended and supplemented, in application of paragraph 6 of article 13 of the CCGF.

ARTICLE 11 : Subcontracting

If the supplier intends to subcontract part of the contract, it must obtain the prior agreement of the Contracting authority, which must be notified of the nature of the supplies (or related services) to be subcontracted, the name, address and identity of the subcontractors, and a certified copy of the subcontract.

Subcontractors must meet the conditions required of competitors under article 22 of LPEE's Purchasing regulations.

The supplier remains personally liable for all obligations arising from the contract, both to the Contracting authority and to workers and third parties. The Contracting authority recognizes no legal relationship with subcontractors.

ARTICLE 12 : Contract duration

The duration of the contract is **twenty-four (24) months**. This period runs from the date stipulated in the service order notifying approval of the contract.

All extensions to the contract duration must be set out in an amendment, in accordance with the provisions of article 12 of the CCGF.

ARTICLE 13 : Delivery or completion date

The supplier shall deliver the supplies specified in the subject within one **hundred and eighty (180) days**.

The delivery period runs from the date specified in the service order prescribing the start of delivery of the supplies.

The supplier must provide start-up and training services according to a pre-established schedule agreed with the Contracting authority.

ARTICLE 14 : Nature of prices

This contract is based on unit prices.

The sums due to the supplier are calculated by applying the unit prices shown in the Schedule of prices-bill of quantities, attached to this contract, to the quantities actually executed in accordance with the contract.

Contract prices are deemed to include all expenses resulting from the delivery of supplies, including all duties, taxes, overheads, incidental expenses and to provide the supplier with a margin for profit and risk, and in general all expenses which are the necessary and direct consequence of the performance of this contract.

ARTICLE 15 : Type of prices

This contract is based on firm, non-revisable prices, and are understood as follows:

- For suppliers resident in Morocco:
All taxes included, delivered to the Material and industrial engineering experimental center (CEMGI), Croisement Routes nationales 106 et 107 Tit Mellil B.P 61 Casablanca- Morocco.
However, if the rate of value-added tax is changed after the deadline for submission of bids, the Contracting authority will reflect this change in the settlement price.
- For suppliers not resident in Morocco:
 - ✚ Supply:
Excluding VAT, DDP according to ICC's INCOTERMS 2020.
 - ✚ Start-up and training:
Excluding VAT, with a withholding tax of ten percent (10%) to be deducted from the amount of services shown on the Schedule of prices-bill of quantities.

ARTICLE 16 : Bid and performance bond

The provisional bond, **with no deadline**, is set at **forty-eight thousand dirhams (48,000.00)**.

The provisional guarantee remains acquired by the LPEE, particularly in the following cases:

- If the bidder withdraws or renounces their offer during the offer validity period, which is set at ninety (90) days from the date of the bid opening session;
- If a member of a consortium withdraws during the validity period of their offer;
- If the bidder's sworn statement is found to be inaccurate, through the submission of false information or falsified documents, or otherwise;
- If the bidder who submitted the most advantageous offer fails to produce, within the prescribed period, the administrative documents or does not respond to the request for justification of excessively high or abnormally low prices;
- If the bidder does not accept the correction of the amount of their offer in the event of obvious material errors, in accordance with Article 39 of the procurement regulations;
- If the bidder modifies their financial offer;
- If the contract holder refuses to sign the contract;
- If the contract holder does not provide the final guarantee within thirty (30) days following the notification of the contract approval.

The provisional guarantee or the surety that replaces it will be released in accordance with the provisions of Articles 38, 46, and 80 of the LPEE procurement regulations.

The amount of the performance bond, **with no time limit**, is set at **three percent (3%)** of the initial contract amount. It must be set up within thirty (30) days of notification of contract approval. It will be used to guarantee the contractual commitments of the successful bidder until final acceptance of the services.

The performance bond will be returned or the guarantee replacing it will be released following a release issued by the Contracting authority within a maximum period of fifteen (15) days following the date of final acceptance of the supplies and subject to the provisions of article 18 of the CCGF.

ARTICLE 17 : Retention money

– Supply:

A retention money will be deducted from advance payments made to the supplier. It is equal to **seven percent (7%)** of the amount of each advance payment.

At the supplier's request, the retention money may be replaced by a joint and several guarantee constituted under the conditions stipulated by the regulations in force.

The retention money is refunded or the guarantee which replaces it is released following a release issued by the Contracting authority within a maximum period of fifteen (15) days following the date of final acceptance of the supplies.

– Start-up and training:

No retention money will be applied for the services provided (start-up and training) under this contract.

ARTICLE 18 : Insurance - Liability

Before delivery of supplies begins, the supplier must send to the Contracting authority copies of the insurance policies it is required to take out.

– For suppliers resident in Morocco:

The supplier must take out insurance policies covering all risks inherent in the performance of this contract.

– For suppliers not resident in Morocco:

The Contracting authority will take out insurance covering the goods in accordance with the DDP incoterm.

ARTICLE 19 : Industrial, commercial or intellectual property

The supplier formally guarantees the Contracting authority against all claims by third parties concerning patents relating to the processes and means used, trademarks and service marks.

Where applicable, the supplier is responsible for obtaining the necessary assignments, operating licenses or authorizations, and for bearing the associated costs and fees.

ARTICLE 20 : Warranty period

– Supply:

In accordance with article 55 of the CCGF applicable to supply contracts, the warranty period is set at thirty-six (36) months. This applies from the date of provisional acceptance of this contract.

During the warranty period, the supplier will be required to make any rectifications requested in the event of poor quality, anomalies or defects observed, without these additional supplies giving rise to any payment whatsoever, with the exception of those resulting from normal wear and tear, misuse or damage caused by the Contracting authority.

During the warranty period, the supplier will also be required to carry out preventive maintenance on the equipment at annual intervals from the date of provisional acceptance of this contract, although these additional services will not give rise to any payment whatsoever.

All costs incurred by intervention within the framework of this warranty are to be borne by the supplier, and in the event of the need to return equipment to the supplier's workshops, the return costs will be borne by the supplier.

Interventions under this warranty must be carried out on LPEE's premises, or if deemed necessary on the supplier's premises, in which case all expenses inherent in the return-to-factory operation will be borne by the supplier. If necessary, interventions may be carried out via the hotline.

In addition, the supplier must guarantee the supply of all necessary spare parts for all equipment for a period of at least **sixty (60) months** from the date of final acceptance of the supplies.

– Start-up and training:

No warranty period is required for the services (start-up and training).

ARTICLE 21 : Terms and conditions of delivery

LPEE reserves the right to carry out factory supervision of the manufacture of supplies, in accordance with the provisions of article 41 of the CCGF.

1. TERMS OF DELIVERY

The supplies covered by this contract must be delivered by the supplier's own means:

– For suppliers resident in Morocco:

To the Material and industrial engineering experimental center (CEMGI), Routes nationales 106 et 107 Tit Mellil B.P 61 Casablanca- Morocco.

– For suppliers not resident in Morocco:

DDP, according to ICC's INCOTERMS 2020.

Supplies are delivered on the basis of a service order from the Contracting authority, in accordance with the provisions of article 11 of the CCGF.

Supplies delivered by the supplier must be accompanied by a delivery note drawn up in triplicate (3). This delivery note, drawn up separately for each order, batch or contract, must indicate:

1. Delivery date;
2. Contract reference or lot number, if applicable;
3. Supplier identification;
4. Identification of supplies delivered (contract number, item number, description and characteristics of supplies, quantities delivered and, where applicable, their breakdown by package).

These documents must be written in French.

All deliveries of supplies must take place on working days and outside public holidays, and in all cases according to a schedule drawn up by the supplier and accepted by the Contracting authority.

Prior to any delivery of supplies, the supplier must give at least three (3) days' notice to the Contracting authority.

Delivery of supplies is evidenced by the issue of a receipt to the supplier or by the signature of a duplicate delivery note.

2. TERMS OF DELIVERY

Delivery and inspection of supplies will take place at the Material and industrial engineering experimental center (CEMGI), Routes nationales 106 et 107 Tit Mellil B.P 61 Casablanca- Morocco. It is carried out in the presence of duly authorized representatives of the Contracting authority and the supplier.

If preliminary checks reveal discrepancies between the supplies indicated in the contract or between the samples and prospectuses submitted and those actually delivered, delivery is refused by the Contracting authority and the supplier is immediately informed, in writing, so that he can make the necessary changes at his own expense to correct the anomalies found, or, if necessary, replace the non-conforming supplies at his own expense.

- For suppliers resident in Morocco:

Goods found to be non-conforming or defective will be isolated and replaced immediately upon notification by the Contracting authority (including transport, delivery and insurance from the supplier to the Material and industrial engineering experimental center (CEMGI)).

- For suppliers not resident in Morocco:

Shipment shall be made immediately upon notification by the Contracting authority by the means most appropriate to the nature of the goods to be replaced, DDP in accordance with ICC's INCOTERMS 2020.

All costs incurred since ex works, resulting from customs clearance and transport of the replaced goods, will be invoiced by the Contracting authority.

The delay caused by the replacement or correction of supplies deemed non-compliant by the Contracting authority will be attributable to the supplier, and the Contracting authority's failure to accept the supplies does not in itself justify the granting of an extension of the contractual deadline.

Once the defects and anomalies have been corrected, or the rejected supplies have been replaced, the Contracting authority carries out the same verification and control operations again.

3. TRANSPORT

The supplier must comply with current legislation and regulations concerning the transportation of supplies and equipment. The transportation of materials, equipment or other products covered by the contract is the responsibility of:

- For suppliers resident in Morocco:

From the supplier to the Material and industrial engineering experimental center (CEMGI), Routes nationales 106 et 107 Tit Mellil B.P 61 Casablanca- Morocco.

– For suppliers not resident in Morocco:

DDP according to ICC's INCOTERMS 2020.

4. PACKAGING

The supplier shall ensure that supplies and equipment are packaged in such a way as to prevent damage from the factory to the final destination.

Packaging must be suitable to withstand handling and transport under all circumstances, until the equipment or supplies are received by the Contracting authority.

Packaging and labeling must comply with all international regulations.

5. STARTING-UP

The supplier is responsible for installing and starting-up the equipment on the premises designated by the Contracting authority, in accordance with a plan drawn up after consultation with the supplier.

The start-up of the equipment will take place at the following address:

"Material and industrial engineering experimental center (CEMGI), Croisement Routes nationales 106 et 107 Tit Mellil B.P 61 Casablanca- Morocco".

6. TRAINING

The supplier will also provide six (6) days of training, in French or English, on the site where the equipment is installed and commissioned.

As soon as the system is up and running, the supplier must begin training sessions, according to a schedule drawn up in consultation with the Contracting authority.

Training must cover the control and preventive and curative maintenance of the furnace.

7. MAINTENANCE

The selected supplier will be committed to the Contracting authority for maintenance operations. Special specifications (CPS) for maintenance defining the terms and conditions of the service are provided in the Appendix 1 of this contract.

The maintenance contract takes effect on the day following the date of final acceptance of this contract.

ARTICLE 22 : Terms of payment

– For suppliers resident in Morocco:

In order to issue payment orders, the supplier must provide the Contracting authority with an invoice supported by delivery notes or attachments signed and sealed by LPEE, and a copy of the service order signed and sealed by the supplier, and must be drawn up in three (03) copies describing the supplies

delivered and indicating the quantities delivered, the total amount to be paid and all the information required to determine this amount.

The invoice must be drawn up and deposited against acknowledgement of receipt, at the earliest, on the date of completion of delivery of the supplies or execution of the work or provision of the services, and at the latest, on the last day of the month of completion of delivery of the supplies or execution of the work or provision of the services. Invoices must also include all the compulsory information required by article 145 of the General Tax Code.

If the supplier fails to draw up and/or submit the invoice within the aforementioned timeframe, or if the invoice does not contain the required information, any penalties for breach of payment deadlines that the Contracting authority must pay to the Treasury in accordance with the provisions of law N° 69.21 published in the Official gazette N° 7204 of June 15, 2023 will be deducted from the sums due to the supplier as of right and without prior formal notice.

Payment will be made on the basis of the said payment orders, applying the prices in the Schedule of prices-bill of quantities to the quantities actually delivered. After deduction of the retention money and the application of any late payment penalties.

By order of the Contracting authority, the sums due to the supplier will be paid into the bank account RIB (24 digits) opened at (The bank) within ninety (90) days of the end of the month of the invoice date.

– For suppliers not resident in Morocco:

By order of the Contracting authority, the sums due to the supplier will be paid into the bank account IBAN:, BIC: opened at (The bank).

1. Supply:

Payment will be made by bank transfer within ninety (90) days of the invoice date, in the amount of:

- ☐ Ninety-three percent (93%), and after deduction of late payment penalties, if any, against presentation of the following original documents:
 - 3 Original signed and sealed commercial invoices;
 - 3 weight/packing notes;
 - Certificates of origin and/or EUR1;
 - 1 Delivery note.
- ☐ Seven percent (7%) on final acceptance of this contract.

2. Start-up and training:

Payment will be made by bank transfer within ninety (90) days of the end of the month of the invoice date, in the amount of:

- ☐ One hundred percent (100%), after deduction of any late payment penalties and withholding tax, upon provisional acceptance of this contract.

ARTICLE 23 : Withholding tax

For services provided by a company not resident in Morocco, a withholding tax of ten percent (10%), corresponding to a flat-rate income tax, will be deducted directly by LPEE from the pre-tax amount of the invoice submitted by the supplier for the service. In return, LPEE will provide the supplier with the corresponding receipts for payment to the Moroccan tax authorities.

ARTICLE 24 : Provisional and final acceptance

The Contracting authority reserves the right to verify, on the supplier's premises, the quantities, visual aspects and quality specifications specified in the technical documentation before the supply is dispatched.

Delivered supplies are checked to ensure that they comply in all respects with the description of supplies given in the detailed Schedule of prices-bill of quantities, or by comparison with the models described in the technical documentation.

Acceptance can only be pronounced by LPEE, or its representatives, after **quantitative, qualitative, technical and metrological** inspection. Acceptance does not release the supplier from liability for hidden defects or non-conformities in the product sold, or for metrological non-conformities.

On completion of the services (start-up and training), the Contracting authority, in the presence of the supplier, will ensure that the services comply with the technical specifications of the contract and will declare provisional acceptance.

Final acceptance will take place once the warranty period has expired.

The above-mentioned operations are documented, as the case may be, by a provisional or final acceptance report signed by the members of the acceptance commission appointed for this purpose.

ARTICLE 25 : Penalties for delay

In the event of failure to deliver the supplies within the prescribed timeframe, or to provide the related services (start-up and training), the supplier will be charged a penalty per calendar day of delay of **one per thousand (1‰)** of the amount of the relevant tranche of the contract, as amended or supplemented by any amendments.

This penalty will be applied automatically and without formal notice to all sums due to the supplier.

The application of these penalties in no way releases the supplier from all its other obligations and responsibilities under this contract.

However, the cumulative amount of these penalties is capped at **eight percent (8%)** of the initial amount of the contract as amended or supplemented by any amendments, as stipulated in article 69 of the CCGF.

When the penalty ceiling is reached, the Competent authority is entitled to terminate the contract after prior formal notice and without prejudice to the application of coercive measures in accordance with the provisions of Chapter VII of the CCGF applicable to supply contracts.

ARTICLE 26 : Stamp and registration duties

In accordance with article 7 of the CCGF applicable to supply contracts, the supplier must pay the duties to which the registration and stamping of the contract may give rise, as they result from the laws and regulations in force.

ARTICLE 27 : Fight against fraud and corruption

The supplier must not, either personally or through an intermediary, engage in corrupt, fraudulent or collusive practices in any capacity whatsoever in the various procedures for awarding, managing and performing the contract.

The supplier may not, either personally or through an intermediary, make promises, donations or gifts with a view to influencing the various procedures for concluding a contract and during the various stages of its execution.

The provisions of this article apply to all parties involved in the performance of this contract.

ARTICLE 28 : Force majeure

In the event of an event of force majeure, as defined by article 269 of the Dahir of Ramadan 9, 1331 (August 12, 1913) forming the code of obligations and contracts, the supplier is entitled to a corresponding increase in lead times, which must be the subject of an amendment; it being specified, however, that no compensation may be granted to the supplier for total or partial loss of its equipment, the cost of insuring this equipment being deemed to be included in the contract prices.

In any event, the supplier who invokes force majeure must, immediately after the occurrence of such an event, and within a maximum period of seven (7) days, send the Contracting authority a notification by registered letter setting out the elements constituting force majeure and its probable consequences on the performance of the contract.

The supplier shall take all necessary steps to ensure, as soon as possible, the normal resumption of performance of the obligations affected by the force majeure event.

If, as a result of force majeure, the supplier is no longer able to carry out the supplies as provided for in the contract, he must examine as soon as possible with the Contracting authority the contractual implications of the said events on the performance of the contract, and in particular on the price, deadlines and respective obligations of each of the parties. An amendment to the contract must be drawn up accordingly.

When a situation of force majeure persists for a period of at least sixty (60) days, the contract may be terminated at the initiative of the Contracting authority or at the request of the supplier.

ARTICLE 29 : Termination of the contract

The contract may be terminated in accordance with the provisions of articles 56 to 60 and 72 of LPEE's CCGF applicable to supply contracts.

Termination of the contract shall not preclude any civil or criminal action that may be brought against the supplier on account of its faults or infringements.

If a supplier is found to have committed fraudulent acts, repeated breaches of working conditions or serious breaches of its commitments, the Contracting authority, without prejudice to any legal proceedings or penalties to which the supplier may be subject, may, by reasoned decision, after consulting the Purchasing Committee and with the approval of the Competent authority, temporarily or permanently exclude the supplier from participation in LPEE contracts.

ARTICLE 30 : Settlement of disputes and litigation

If, during the performance of the contract, disputes or litigation arise with the supplier, the parties undertake to settle these within the framework of the stipulations of articles 77, 78 and 79 of LPEE's CCGF applicable to supply contracts.

Disputes between the Contracting authority and the supplier shall be submitted to the competent courts.

ARTICLE 31 : Renovation and controlling of a vertical furnace for fire resistance testing

DESIGNATION

Upgrade and modernization of a vertical furnace control system for fire resistance testing of building components (doors, shutters, protective covers, non-load-bearing walls).

NORME DE REFERENCE

- EN 1363-1 ;
- EN 1363-2 ;
- EN 1364-1 ;
- 1634-1.

DESCRIPTION

All existing furnace control equipment must be removed and replaced, including wiring, electrical cabinets, Programmable Logic Controller (PLC), motor control center (MCC), Supervisory Control and Data Acquisition (SCADA), sensors, pressure switches (air and gas), burner control processors, start-up systems and drives.

The existing electrical cabinet will be completely dismantled and replaced by a new one, which will be positioned in place of the existing one and connected to the furnace and the supervision computer (control software).

1- Modernization of the control system:

Supply and installation of equipment and software for data acquisition, monitoring and control of LPEE's vertical furnace.

The main features of the control system are:

1.1. PLC materials and panel:

PLC with power supply and specific modules for regulation (T° and pressure). It will include analog and digital input/output modules for collecting and processing data and values from the various sensors (pressure, temperature, oxygen, flow, etc.), thermocouple values for regulation, external readings (temperature and deformation), valve control for regulation, etc. It is completed by all the necessary communication ports, various equipment required for the overall operation of the automation (various switches, safety modules, etc.), data acquisition modules including an interface designed to communicate with the rest of the system.

1.2. Motor control system (MCC board, drivers and wiring).

1.3. SCADA system (Siemens WinCC or equivalent) with PC including all licenses required to operate the equipment, and 23" monitors.

The SCADA system enables the operator to monitor and control all test graphs, setpoints, actual values and diagrams in real time.

All recipes are downloaded to the furnace controller from the SCADA PC.

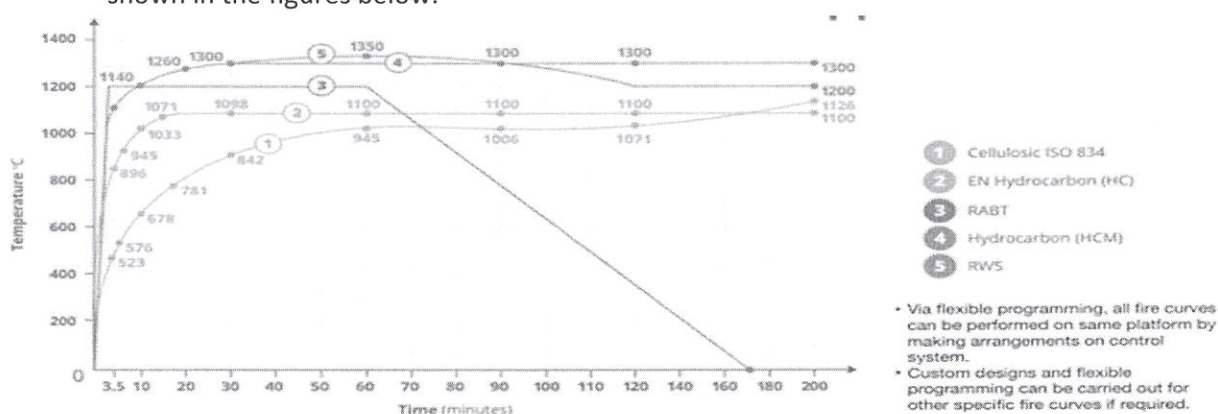
Recipe preparation will be carried out on the SCADA PC (access only with a valid password). This includes editing, loading and storing recipes and parameters, archiving process data, displaying and processing fault alarms, etc.

All alarms, temperatures and atmospheric values will be monitored and recorded in the SCADA system.

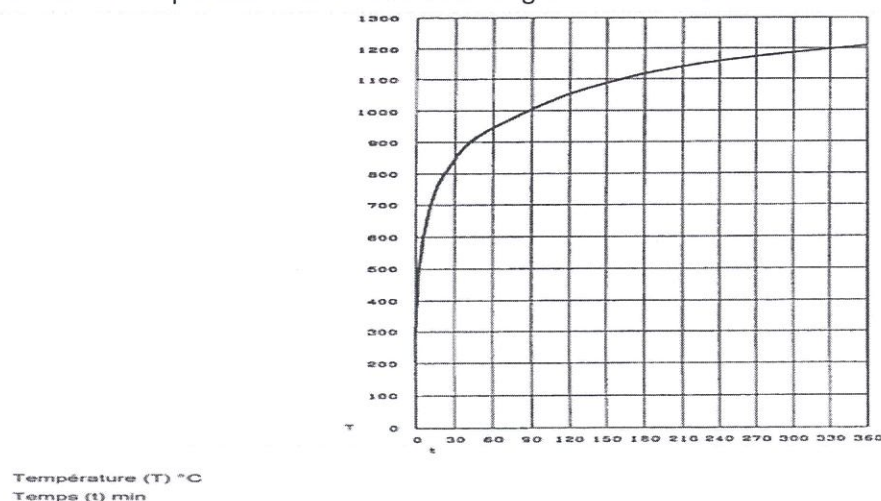
There will be a database with recipe data. The Contracting authority will be able to generate new recipes and modify existing ones. The database will keep track of what has been modified, who did it and when.

There will be a database for the log file by order number for traceability, documenting with time stamp, order number, number of the sample under test, recipe number, status occurred, change or error. The furnace must ensure correct traceability of all situations that have occurred during its operation.

The software will be designed to cover the latest standards used in the furnace. The furnace must be able to produce the standard temperature vs. time curve in accordance with NF EN 1363-1, and the hydrocarbon curve if burner capacity permits. It is advisable to provide other curves as shown in the figures below:



Standard temperature-time curve according to NF EN 1363-1



Temperature (T) °C

Times (t) min

During the test, the furnace operator will have access to the following information and measurements, and will be able to obtain a report after the test:

- Thermal program curve and corresponding tolerance margin;
- Ambient temperatures measured by plate thermometers;

- Average ambient temperature measured by plate thermometers;
- Deviation curve
- The ambient pressure inside the furnace and the corresponding tolerance band.

All these parameters are displayed on a screen and can be downloaded by the operator as an Excel file.

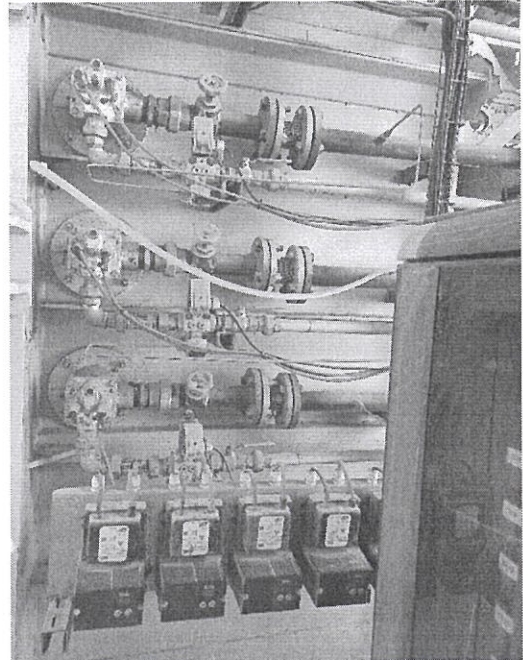
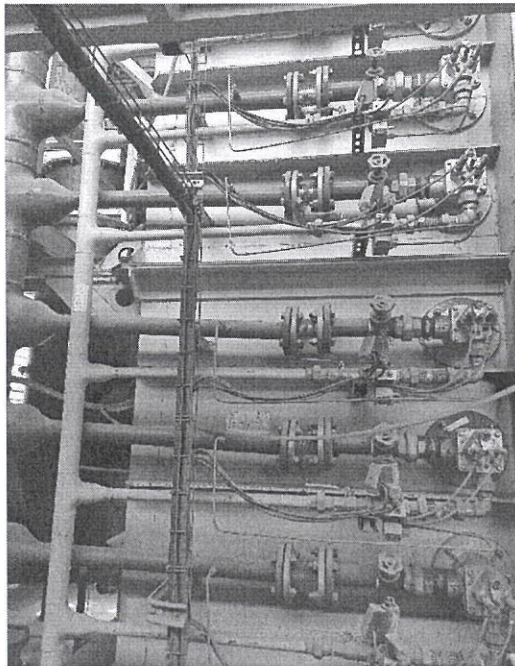
A module that enables remote access to the PLC to provide assistance to the operator if required, or to make subsequent modifications to the program if desired, without communicating with LPEE's internal network. In combination with a Team Viewer-type access on the computer, it should enable rapid remote intervention on the software for evolution or assistance in furnace control.

1.4. Accessories and additional work included:

The burner control units (BCUs) will be replaced (14 units) to enable temperature and pressure control. Servomotors (14 units) will be added by changing the air line piping between the manifold and the burners. To enable individual burner control.

Stopping a burner does not affect the other burners in operation. Burner(s) can also be reset during a cycle.

The fuel-air ratio at the burners, and the possible introduction of secondary air, must be adjusted to give an oxygen content of at least 4% in the furnace atmosphere when tested on test elements containing no fuel. This setting of the fuel-air ratio at burner level, including any settings for the introduction of secondary air, must not be altered after the last furnace performance checks.



Current condition of burner pipes

The main pressure switches on the air and gas lines will be replaced.

A 100-channel thermocouple socket will be installed at the rear of the furnace.

The gas leak test device will be replaced.

The pressure regulating devices (chimney outlet modules, combustion air fan pressure switch, pressure transmitters for the furnace internal pressure, etc.) will be replaced to ensure that the furnace internal pressure is regulated to standard.

The furnace door seal will be replaced (approximate dimensions: 3.5 cm wide, 3 cm thick, 12 m long).

Cracks in the furnace insulation will be covered with insulating mortar.

Oxygen content is measured continuously and in real time using a lambda probe. The probe must be of robust construction, with a ceramic tube protecting the internal measuring element, and capable of withstanding a temperature of 1700°C. The probe must be fitted with a maintenance module comprising a flowmeter for the reference air, a pump and a mounting bracket.

All parts exposed to high temperatures are made of ceramic or platinum.

A display screen for customers, showing the time elapsed since the start of the test, the customer's name, the test date, the type of sample and the furnace temperature, will be installed near the furnace with a suitable support (to be agreed with the Contracting authority). The display starts automatically when the program starts or when the first thermoplate has reached the set test start temperature.

The image shows a digital display interface. At the top, there are three large digital digits, each '0', representing time in hours (H), minutes (M), and seconds (S). Below these, there are three input fields with labels: 'Client', 'Réf', and 'Nr test'. Each label is in a small box to the left of a larger white input area.

1.5. System start-up and testing:

- I/O tests;
- Hot-fit tests and setting optimization;
- Performance tests in accordance with standards 1363-1 and 1363-2.

At the Contracting authority's expense:

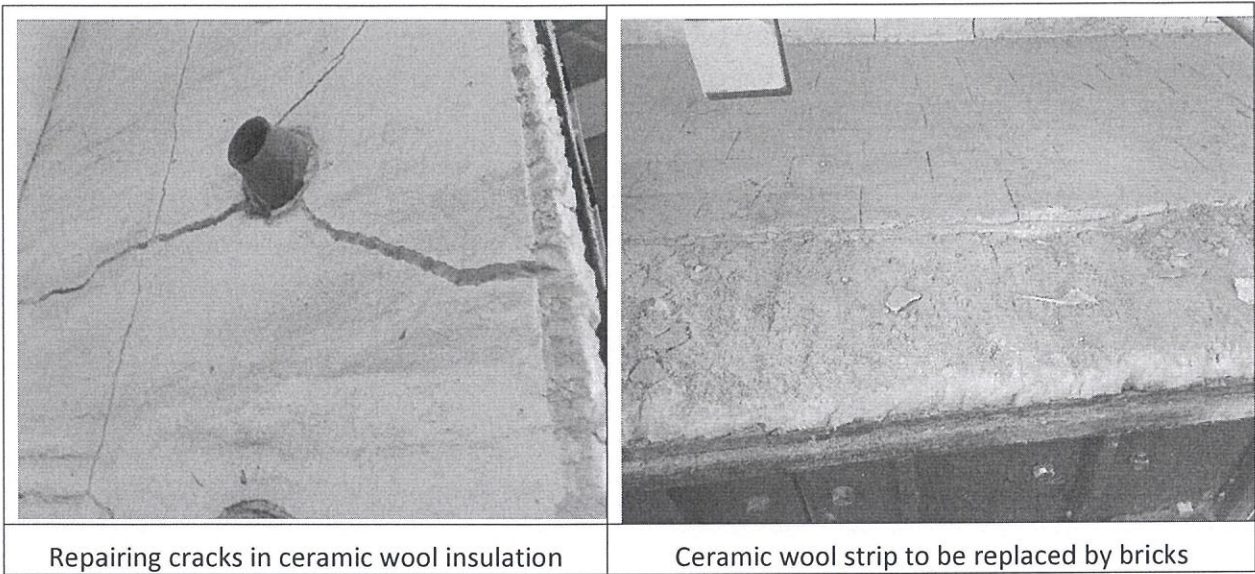
- Civil engineering work, on condition that plans are received sufficiently in advance so as not to interfere with the work schedule;
- Provision of the furnace, control room premises (supervision computer and furniture), electrical plans of the furnace;
- Electrical network up to the electrical cabinet, 2-tonne propane gas tank;
- 10-ton crane, elevator and other handling equipment;
- A technician from LPEE;
- Standard tools required for installation (soldering equipment, screwdriver, grinder, angle grinder, etc.);
- Waste disposal;
- Internet access;
- Room or space for storing and securing equipment.

2- Insulation servicing:

The visible insulation of the furnace is provided by ceramic wool on 4 walls: the bottom of the furnace, the two right and left side walls, and the furnace ceiling (top wall).

On the floor (bottom wall), furnace insulation is provided by refractory bricks, with the exception of a 20 cm strip on the test specimen side, which is also insulated with ceramic wool (see following photos).

The servicing of the furnace's thermal insulation involves sealing the cracks in the surfaces covered with ceramic wool and replacing the ceramic wool strip on the floor with refractory bricks (approx. 26 bricks, size 230x112x64 mm3).



3- Evaporator:

The capacity of the propane gas tank currently installed is 2 tonnes (4 m3). The current gas flow is insufficient to operate the furnace at full capacity. An evaporator is needed to supply the burners correctly. The estimated capacity of the vaporizer to be installed is around 250kg/hour. This value is given as an indication. It is up to the supplier to ensure this capacity, taking into account the power of existing burners. The evaporator must be fitted with the following equipment, among others:

- 0-25 bar pressure gauge (on pressure gauge valve or Dn 15 ball valve);
- Thermometer 0-120 C;
- Thermocouple (Atex ex-proff);
- MG33 level gauge (with Dn 20 monoblock valve);
- Digital level indicator;
- Safety valve 17.5 bar;
- Dn50 pn40 flanged gas outlet;
- Liquid inlet Dn40 pn40 with flange connection;
- Drain line with connection to ball valve Dn 20;
- Dn40 pn16 water inlet and outlet with drying flange.

Any preliminary civil engineering work to be carried out by the Contracting authority, and the need for a power supply, must be communicated to the Contracting authority sufficiently in advance so as not to interfere with the work schedule. The supplier of the services covered by this contract is responsible for adapting the gas lines between the tank, the vaporizer and the furnace.

Progress reports will be submitted to the Contracting authority.

The supplier shall also supply and install:

- (01) A gas vaporizer with adaptation of the gas lines between the tank, the vaporizer and the furnace;
- (09) Calibrated plate thermocouples.



- (01) A device for fixing plate thermocouples;
- (04) T pressure probes with fastening device;
- (01) An oxygen sensor integrated into the data acquisition system;
- (50) Refractory bricks for existing specimen holders according to the model supplied by the Contracting authority.

ACCESSORIES

- (01) Set for making type K thermocouples consisting of 1000 ml cable, 1000 Cu pads, 1000 30/30 mm Nefalit squares for application to the surface of the test room, 200 standard K male plugs with calibration certificate;
- (01) Device for making, assembling and welding type K thermocouples;
- (30) Plate furnace thermocouple for measuring ambient furnace temperature;
- (05) Mobile thermocouple with calibration certificate;
- (01) Spare oxygen sensor.

DOCUMENTS

All the technical documentation required to operate and maintain the furnace, in both paper and electronic format, must be supplied. The documentation supplied will include the user manual, a technical file of the components used, and a maintenance plan with all the necessary actions and intervals for maintaining the furnace and carrying out any necessary troubleshooting.

All necessary access codes must be provided to the Contracting authority;

The languages of the documents and/or software are French and/or English.

DELIVERABLES

- Backup of the PLC programs in digital format with all access authorizations;
- Backup of the man-machine interface program in digital format with all access authorizations;
- Backup of the control and acquisition software with all access authorizations;
- Wiring diagrams, furnace automation in digital and paper format;
- Complete user manual in digital and paper format;
- Sensor calibration certificates in digital and paper format;
- Technical file of furnace parts and components in digital and paper format;
- Schematic diagram of the furnace in digital and paper format;
- Preventive maintenance procedure + spare parts lists in digital and paper format;
- Curative maintenance procedure covering all fault codes and how they can be addressed in digital and paper format;
- EC certificate (European conformity);
- Report and/or certificate of conformity issued by an accredited body.

ARTICLE 32 : Price definition

RENOVATION AND CONTROLLING OF A VERTICAL FURNACE FOR FIRE RESISTANCE TESTING.

Price N°1: Renovation and controlling of a vertical furnace for fire resistance testing, including supply of report and/or certificate of conformity issued by an accredited body and accessories.

This price covers the renovation and controlling of a vertical furnace for fire resistance testing, including the supply of a report and/or certificate of conformity, accessories and all transport and packaging costs, in accordance with the technical specifications in article 31 of this contract.

Fixed price.....(F)

Price N°2: Installation and start-up of a vertical furnace for fire resistance testing.

This price covers the installation and start-up of a vertical furnace for fire resistance testing, in accordance with the technical specifications of article 21, paragraph 5, of this contract.

Price per unit.....(U)

Price N°3: Training in the use of a vertical furnace for fire resistance testing, lasting six (06) days.

This price covers training in the use of a vertical furnace for fire resistance testing lasting six (06) days, in accordance with the technical specifications of article 21, paragraph 6, of this contract.

Price per day.....(D)

**SPECIAL SPECIFICATIONS (CPS) FOR MAINTENANCE
RELATING TO THE OPEN CALL FOR TENDER ON PRICE
OFFERS N° 43/2024**

Subject: Maintenance of a vertical furnace for fire resistance testing for the Material and industrial engineering experimental center "CEMGI".

Subject: Maintenance of a vertical furnace for fire resistance testing for the Material and industrial engineering experimental center "CEMGI".

BETWEEN

The Public Laboratory for Tests and Studies (L.P.E.E), a public limited company with capital of 247,702,400.00 Dhs (Two Hundred and Forty Seven Million Seven Hundred and Two Thousand Four Hundred Dirhams), registered in the Casablanca Trade Register under N° 32131, affiliated with the National Social Security Fund (CNSS) under N° 1066308, Common Enterprise Identifier (ICE) N° 001527537000028 represented by **Mr. Hammou Bensaadout**, General Manager of the said laboratory by virtue of the powers vested in him, electing domicile at Casablanca, 25 Rue d'Azilal.

Hereinafter referred to as the **"Contracting authority"** or **"LPEE"**,

ON THE ONE HAND

AND

In the case of a natural person

Mr.....capacity.....

Acting in his own name and on his own behalf.

With share capital ofPatent N°

Trade register ofUnder N°

Affiliated with CNSS under N°

With an address for service at

ICE N°

Bank account RIB (24 digits).....

Open at

IBAN:.....

BIC:.....

Hereinafter referred to as the **"Service provider"** or **"Contract holder"**,

ON THE OTHER HAND

In the case of a legal person

..... (Company name and legal form),

Represented by Mr.
.....capacity.....by virtue of the
powers vested in him.

With share capital of Patent N°

Trade register ofUnder N°

Affiliated with CNSS under N°

With an address for service at

ICE N°

Bank account RIB (24 digits).....

Open at

IBAN:.....

BIC:.....

Hereinafter referred to as the " **Service provider** " or "**Contract holder**",

ON THE OTHER HAND

In the case of a consortium

The undersigned members of the consortium formed under the terms of the agreement
.....(agreement references).....:

Member 1:

..... (Company name and legal form),

Represented by Mr.capacity
.....by virtue of the powers vested in him.

With share capital of..... Patent N°

Trade register ofUnder N°

Affiliated with CNSS under N°

With an address for service at

ICE N°

Bank account RIB (24 digits)

Open at

IBAN:.....

BIC:.....

Member 2:

(Fill in the personal information concerning the member)

.....

.....

Member n:

(Fill in the personal information concerning the member)

.....

.....

We bind ourselves (jointly or severally, depending on the nature of the consortium) having
M..... (First name, surname and position) as
consortium representative and coordinator of the performance of services, having a joint bank account
under N° (RIB with 24 digits)

Open at

IBAN:.....

BIC:.....

Hereinafter referred to as the " **Service provider** " or "**Contract holder**",

ON THE OTHER HAND

IT HAS BEEN AGREED AS FOLLOWS



ARTICLE 33 : Subject of the contract

This contract covers the **maintenance of a vertical furnace for fire resistance testing for the Material and industrial engineering experimental center "CEMGI",** on behalf of the Public Laboratory for Tests and Studies (LPEE), in a single (01) lot, with quantities as specified in the Schedule of prices- bill of quantities.

ARTICLE 34 : Presentation of the Contracting authority

Competent authority: The General Manager of LPEE.

Contracting authority: The Public Laboratory for Tests and Studies represented by its General Manager.

LPEE's Logistics, Purchasing, Procurement and Asset Management Department (DLAAP) is responsible for the administrative management of this contract.

The Material and industrial engineering experimental center (CEMGI) is responsible for the technical aspects of the contract.

ARTICLE 35 : Consistency of services

The services to be provided under this contract are the maintenance of a vertical furnace for fire resistance testing for the Material and industrial engineering experimental center (CEMGI).

ARTICLE 36 : Contract documents

The documents making up the contract are those listed below:

- a) The Schedule of prices-bill of quantities;
- b) The offer of services;
- c) The special specification (CPS);
- d) The self-declaration;
- e) The preventive maintenance kit;
- f) The general conditions applicable to service contracts carried out on behalf of LPEE (CCGS).

In the event of any discrepancy or contradiction between the constituent documents of the contract, they shall prevail in the order in which they are listed above.

ARTICLE 37 : Contractual documents subsequent to the conclusion of the contract

The contractual documents subsequent to the conclusion of the contract include:

- Service orders;
- Any amendments;
- The decision provided for in article 33 of the CCGS, relating to the termination of the contract.

The aforementioned amendments and decision are subject to approval by the Competent authority.

ARTICLE 38 : Reference to general and special texts applicable to the contract

The contracting parties to the contract are subject to the provisions of the following texts:

- Law N° 69-00 on the State's financial control of public companies and other bodies, promulgated by Dahir N° 1-03-195 of Ramadan 16, 1424 (November 11, 2003);
- Law N° 112.13 of 29 Rabii II 1436 (February 19, 2015) on the pledging of public contracts;
- Dahir N°1-00-91 dated 15 February 2000 promulgating law N° 17-97 on the protection of intellectual property;
- LPEE Regulations on the conditions and forms of awarding contracts (RA/980/01);
- General Conditions applicable to service contracts awarded on behalf of LPEE (CCG/980/01);
- All regulatory texts applicable in Morocco on the date of signature of the contract and which are related to the subject of this contract.

The Service provider must obtain these documents if he does not possess them, and may under no circumstances plead ignorance of them and evade the obligations contained therein.

ARTICLE 39 : Validity and notification date of contract approval

This contract will be valid and definitive only after its approval by the Competent authority.

Approval of the contract must be obtained before work commences. This approval will be notified within a maximum of ninety (90) days from the date of bid opening.

ARTICLE 40 : Documents made available to the Service provider

Immediately following notification of approval of the contract, the Contracting authority shall hand over to the Service provider, free of charge and against discharge, the documents constituting the contract, in this case the documents expressly designated in article 38 of this contract, with the exception of the general conditions applicable to service contracts, which can be downloaded from LPEE's website: www.lpee.ma.

The Contracting authority can only issue these documents once the performance bond has been issued.

ARTICLE 41 : Election of domicile of the Service provider

All correspondence relating to this contract shall be validly addressed to the domicile of the Service provider.

In the event of a change of address, the Service provider must notify the Contracting authority, by registered letter with acknowledgement of receipt, within fifteen (15) days of the date of the change.

ARTICLE 42 : Pledging

In the event of pledging this contract, it is stipulated that:

- 1) The calculation of the sums due by the Contracting authority in execution of this contract and their payments will be carried out by the General Manager of LPEE, the only person empowered to receive the notifications of the creditors of the Contract holder;
- 2) During the performance of the contract, the documents referred to in article 8 of law N° 112-13 may be requested from the Contracting authority by the Contract holder or the beneficiary of the pledge or subrogation, and are drawn up under his responsibility;
- 3) These documents are sent directly to the pledgee, with a copy sent to the Service provider, in accordance with article 8 of law N° 112-13.

The Contracting authority shall deliver to the Service provider, free of charge, upon request and against receipt, a special copy of the contract marked "single copy" and intended to form title in accordance with the legislative provisions relating to the pledging of State and public establishment contracts as amended and supplemented, in application of paragraph 4 of article 11 of the CCGS.

ARTICLE 43 : Subcontracting

If the Service provider intends to subcontract part of the contract, it must obtain the prior agreement of the Contracting authority, who must be notified of the nature of the services to be subcontracted, the name, address and identity of the subcontractors, and a certified copy of the subcontract.

Subcontractors must meet the conditions required of competitors under article 22 of LPEE's Purchasing regulations.

The Service provider remains personally liable for all obligations arising from the contract, both to the Contracting authority and to workers and third parties. The Contracting authority recognizes no legal relationship with subcontractors.

ARTICLE 44 : Contract duration

The duration of the contract is **twelve (12) months**, renewable by tacit agreement, without however the total duration of the contract exceeding five (5) years. This period runs from the date of final acceptance of the supplies covered by this contract. Non-renewal of the contract may be initiated by either party, subject to three (3) months' notice. This will result in termination of the contract.

ARTICLE 45 : Response time

In the case of preventive maintenance, the Service provider will draw up an annual preventive maintenance schedule in agreement with the Contracting authority. In the event of disagreement, the Service provider must intervene within a period not exceeding fifteen (15) days from the date of receipt of the request for intervention.

For curative maintenance, the Service provider must intervene within the following timeframes:

Response time for troubleshooting	Time to restore equipment to working order
Three (3) working days	Fifteen (15) working days

This period runs from the date of receipt of the intervention request.

Hotline interventions must be carried out within no more than twenty-four (24) hours from the date of receipt of the intervention request.

ARTICLE 46 : Nature of prices

This contract is based on unit prices.

The sums due to the Service provider are calculated by applying the unit prices shown in the Schedule of prices-bill of quantities, attached to these special specifications (CPS), to the quantities actually performed in accordance with the contract.

Contract prices are deemed to include all expenses resulting from the performance of the services, including all duties, taxes, overheads, incidental expenses and to provide the Service provider with a margin for profit and risk, and in general all expenses which are the necessary and direct consequence of the work.

ARTICLE 47 : Type of prices

This contract is based on firm, non-revisable prices, and are understood as follows:

- For suppliers resident in Morocco:

All taxes included, delivered to Material and industrial engineering experimental center (CEMGI), Croisement Routes nationales 106 et 107 Tit Mellil B.P 61 Casablanca- Morocco.

However, if the rate of value-added tax is changed after the deadline for submission of bids, the Contracting authority will reflect this change in the settlement price.

- For suppliers not resident in Morocco:

- ✚ Supply of spare parts:

Excluding VAT, DDP according to ICC's INCOTERMS 2020.

- ✚ Maintenance:

Excluding VAT, with a withholding tax of 10% to be deducted from the amount of the services listed in the Schedule of prices- bill of quantities.

ARTICLE 48 : Bid and performance bonds

The amount of the performance bond, with no time limit, is set at three percent (3%) of the initial contract amount. It must be set up within thirty (30) days of notification of contract approval. It will be used to guarantee the contractual commitments of the successful bidder until final acceptance of the services.

The performance bond will be returned or the guarantee replacing it will be released following a release issued by the Contracting authority within a maximum period of ninety (90) days following the date of final acceptance of the services and subject to the provisions of article 16 of the CCGS.

ARTICLE 49 : Retention money

No retention money will be deducted under this contract.

ARTICLE 50 : Insurance - Liability

Before commencing the execution of services, the Service provider must send the Contracting authority copies of the insurance policies it is required to take out, covering all risks inherent in the performance of the contract, in accordance with the provisions of article 20 of the CCGS. From the start of performance of the contract, and for its entire duration, the contractor must take out insurance covering the following risks:

- Liability arising from the use of motor vehicles for the performance of the contract in accordance with current legislation and regulations;
- Liability for work-related accidents involving its employees, in accordance with current legislation and regulations;
- Loss or damage to equipment used in the performance of the contract.

The Contracting authority cannot be held responsible for any damages or legal indemnities payable in the event of accidents to the supplier's employees or subcontractors.

As such, the Service provider will indemnify the Contracting authority against all claims for damages or compensation and against all claims, complaints, lawsuits, costs, charges and expenses of any nature relating to these accidents.

ARTICLE 51 : Industrial, commercial or intellectual property

The Service provider formally guarantees the Contracting authority against all claims by third parties concerning patents relating to the processes and means used, trademarks and service marks.

Where applicable, the Service provider is responsible for obtaining the necessary assignments, operating licenses or authorizations, and for bearing the associated costs and fees.

ARTICLE 52 : Obligations of confidentiality

The Service provider who, either before notification of the contract or during its performance, has received confidential information, documents or objects of any kind, is required to keep this information confidential. Such information, documents or objects may not, without authorization, be communicated to persons other than those who are entitled to know them.

The Contracting authority undertakes to keep confidential any information, identified as such, that he may have received from the Service provider.

ARTICLE 53 : Warranty period

No warranty period is required under this contract.

ARTICLE 54 : Terms of payment

– For suppliers resident in Morocco:

To issue payment orders, the Service provider is required to provide the Contracting authority with an invoice supported by delivery notes, attachments or work reports signed and sealed by LPEE, and a copy of the service order signed and sealed by the supplier, and must be drawn up in three (03) copies describing the services performed and indicating the total amount to be paid as well as all the elements required to determine this amount.

The invoice must be drawn up and deposited against acknowledgement of receipt, at the earliest, on the date of completion of delivery of the supplies or execution of the work or provision of the services, and at the latest, on the last day of the month of completion of delivery of the supplies or execution of the work or provision of the services. Invoices must also include all the compulsory information required by article 145 of the General Tax Code.

If the Service provider fails to draw up and/or submit the invoice within the aforementioned timeframe, or if the invoice does not contain the required information, all penalties for failure to comply with payment deadlines that the Contracting authority must pay to the Treasury in accordance with the provisions of law N° 69.21 published in Official gazette N° 7204 of June 15, 2023 will be deducted from the sums due to the supplier as of right and without prior formal notice.

Payment will be made on the basis of the aforementioned payment orders, applying the prices in the Schedule of prices – bill of quantities to the quantities actually and regularly executed. Late payment penalties, if any, will be deducted.

By order of the Contracting authority, the sums due to the Service provider will be paid into the bank account RIB (24 digits) opened at (The bank) within ninety (90) days of the end of the month of the invoice date.

– For suppliers not resident in Morocco:

By order of the Contracting authority, the sums due to the Service provider will be paid into the bank account IBAN:, BIC: opened at (The bank).

Payment will be made by bank transfer within ninety (90) days of the end of the month of the invoice date, after deduction of any late payment penalties, against presentation of the following original documents:

- 3 Original signed and sealed commercial invoices;
- A copy of the service order signed and sealed by the supplier;
- 1 Delivery notes or service reports signed and sealed by LPEE.

ARTICLE 55 : Provisional and final acceptance

On completion of the services, and in application of article 49 of the CCGS, the Contracting authority, in the presence of the Service provider, will ensure that the services comply with the technical specifications of the contract and, in view of the absence of a warranty period, will pronounce provisional and final acceptance.

The above-mentioned operations are documented, as the case may be, by a provisional or final acceptance report signed by the members of the acceptance commission appointed for this purpose.

If the Service provider finds that the services provided are defective or do not comply with the contract specifications, he will make the necessary repairs and rectifications in accordance with the usual practice. Failing this, acceptance will not be granted, and the time for completion will not be extended accordingly.

ARTICLE 56 : Penalties for delay

In the event of failure to perform the services within the time limits specified in Article 46 of this contract, the Service provider will be charged a penalty per day of delay of one per thousand (1‰) of the initial contract amount, as amended or supplemented, if applicable, by any amendments.

This penalty will be applied automatically and without formal notice to all sums due to the Service provider.

The application of these penalties in no way releases the Service provider from all its other obligations and responsibilities under this contract.

However, the cumulative amount of these penalties is capped at ten percent (10%) of the initial amount of the contract as amended or supplemented by any amendments, as stipulated in article 42 of the CCGS.

When the penalty ceiling is reached, the Competent authority is entitled to terminate the contract automatically, without prejudice to the application of coercive measures in accordance with the provisions of article 52 of the CCGS applicable to service contracts.

ARTICLE 57 : Withholding tax applicable to foreign Contract holders not resident in Morocco

A corporate income withholding tax of ten percent (10%) will be levied on the amount, excluding value-added tax, of services provided in Morocco under this contract by the foreign Service provider. In return, LPEE will provide the foreign Service provider with the corresponding receipts for payment to the Moroccan tax authorities.

ARTICLE 58 : Stamp and registration duties

In accordance with article 6 of the CCGS applicable to service contracts, the Service provider must pay the fees to which the registration and stamping of the contract may give rise, as they result from the laws and regulations in force.

ARTICLE 59 : Fight against fraud and corruption

The Service provider must not, either personally or through an intermediary, engage in corrupt, fraudulent or collusive practices in any capacity whatsoever in the various procedures for awarding, managing and executing the contract.

The Service provider must not, either personally or through an intermediary, make promises, donations or gifts with a view to influencing the various procedures for concluding a contract and during the various stages of its execution.

The provisions of this article apply to all parties involved in the performance of this contract.

ARTICLE 60 : Contract termination

The contract may be terminated in accordance with the provisions of articles 27 to 33 of LPEE' CCGS applicable to service contracts.

Termination of the contract shall not preclude any civil or criminal action that may be brought against the Service provider as a result of its misconduct or infringements.

If the Service provider is found to have committed fraudulent acts, repeated breaches of working conditions or serious breaches of its commitments, the Contracting authority, without prejudice to any legal proceedings or penalties to which the Service provider may be subject, may, by reasoned decision, after consulting the Purchasing Committee and with the approval of the Competent authority, temporarily or permanently exclude the Service provider from participation in LPEE contracts.

ARTICLE 61 : Settlement of disputes and litigation

Should any disputes or litigation arise with the Service provider during the performance of the contract, the parties undertake to settle them within the framework of the stipulations of articles 52, 53 and 54 of LPEE's CCGS applicable to service contracts.

Disputes between the Contracting authority and the Service provider shall be submitted to the competent courts.

ARTICLE 62 : Maintenance procedures

The services to be provided under this contract are the maintenance of the supplies with all their accessories and components.

Service and maintenance work must be carried out at the following address:

Material and industrial engineering experimental center (CEMGI), Routes nationales 106 et 107 Tit Mellil B.P 61 Casablanca- Morocco.

After each preventive or curative maintenance visit, the Service provider will submit a report detailing the work performed, the parts replaced and the tests carried out. The service report will also be sent to the Contracting authority after each preventive or curative maintenance visit.

1) PREVENTIVE MAINTENANCE

The Service provider is required to carry out one (1) annual preventive maintenance visit, according to a schedule agreed in advance by both parties, in order to perform the following maintenance operations:

- Complete cleaning of equipment;
- Check that all equipment components are in good working order and in good condition;
- Adjustment, alignment and calibration with reference samples so that the equipment meets the manufacturer's specifications in terms of accuracy, reliability and safety;
- Control software updates and data processing;

- Any other requirements to ensure proper operation of the equipment, as well as any other recommendations made by the equipment manufacturer.

In addition, it must provide a preventive maintenance kit (spare parts, lubricants, etc.) in accordance with the equipment manufacturer's recommendations.

2) CURATIVE MAINTENANCE

The price of curative maintenance is defined per daily shift, deemed to include labor and transportation costs outside Morocco. Transport costs within Morocco, accommodation costs, living expenses and spare parts for curative maintenance operations are the responsibility of the Contracting authority.

The Service provider undertakes to report to the "Material and industrial engineering experimental center (CEMGI)" each time it is called upon by the Contracting authority, taking into account the response times stipulated in article 45 of this contract.

The work will be carried out during the Contracting authority's working hours.

This maintenance covers any intervention by the Service provider necessary to make the equipment, including its accessories, usable and to resolve any faults or malfunctions that may occur.

Curative maintenance covers

- Diagnosis of the fault and definition of the work and spare parts required;
- Mechanical, electrical and automation troubleshooting;
- Software troubleshooting if necessary;
- Replacement of parts found to be defective;
- Cleaning and dusting of equipment;
- Fine-tuning and configuration;
- Check general condition of equipment;
- Equipment installation and start-up;
- Any other requirement to ensure proper operation of the equipment.

The price of curative maintenance is defined per daily shift, deemed to include labor and transportation costs outside Morocco. Transport costs within Morocco, accommodation costs, living expenses and spare parts for curative maintenance operations are the responsibility of the Contracting authority.

3) UPDATES AND HOTLINE

As part of this contract, and at no additional cost, the Service provider undertakes:

- To supply and install all updates for the software covered by the contract;
- Provide a hotline to assist the Contracting authority in resolving minor hardware and software problems;
- Propose temporary or work-around solutions when definitive repair requires a significant delay.

4) PIÈCES DE RECHANGE

All spare parts for curative maintenance are the responsibility of the Contracting authority.

Equipment-specific spare parts used for maintenance and repairs must be original products, i.e. sourced from the equipment supplier, or its approved subcontractors for the supply of spare parts.

In the event of it being impossible to obtain original or approved parts, due to the disappearance of the supplier or its approved Service providers, due to technological developments, or due to any other cause making these parts unavailable from the supplier or its Service providers, the parts to be used must be approved by the Contracting authority, of at least equal performance to the original parts.

The contract Service provider will be liable for any damage caused to the equipment to be serviced or to other building works by the use of parts or components that do not comply with the above specifications.

Non-reusable parts and residues are returned to the Contracting authority by the Service provider.

ARTICLE 63 : Price definition

MAINTENANCE OF A VERTICAL FURNACE FOR FIRE RESISTANCE TESTING.

Price N°4: annual preventive maintenance of a vertical furnace for fire resistance testing.

This price covers the annual preventive maintenance of a vertical furnace for fire resistance testing, including the supply of a preventive maintenance kit, in accordance with the technical specifications in article 63.1 of this contract.

Fixed price.....(F)

Price N°5: Curative maintenance of a vertical furnace for fire resistance testing.

This price covers the curative maintenance of a vertical furnace for fire resistance testing in accordance with the technical specifications in article 63.2 of this contract.

Price per day.....(D)

RENOVATION AND CONTROLLING OF A VERTICAL FURNACE FOR FIRE RESISTANCE TESTING.

Price N°		Designation	Unit	Quantity	Unit price excl. taxes	Total price excl. taxes	Country of origin (**)
Supply contract	1	Renovation and controlling of a vertical furnace for fire resistance testing, including supply of a report and/or certificate of conformity issued by an accredited body and accessories.	F	1			
	2	Installation and start-up of a vertical furnace for fire resistance testing.	U	1			
	3	Training in the use of a vertical furnace for fire resistance testing.	D	6			
Maintenance contract	4	Annual preventive maintenance on a vertical furnace for fire resistance testing.	F	1			
	5	Curative maintenance of a vertical furnace for fire resistance testing.	D	10			
Total amount excl. taxes							
V.A.T. (*)							
Total amount including all taxes							

SPARE PARTS (FOR THE RECORD*):**

Price N°	Designation	Manufacturer reference	Unit	Unit price excl. taxes
6				
7				
8				
.....				

(*): The VAT rate is:

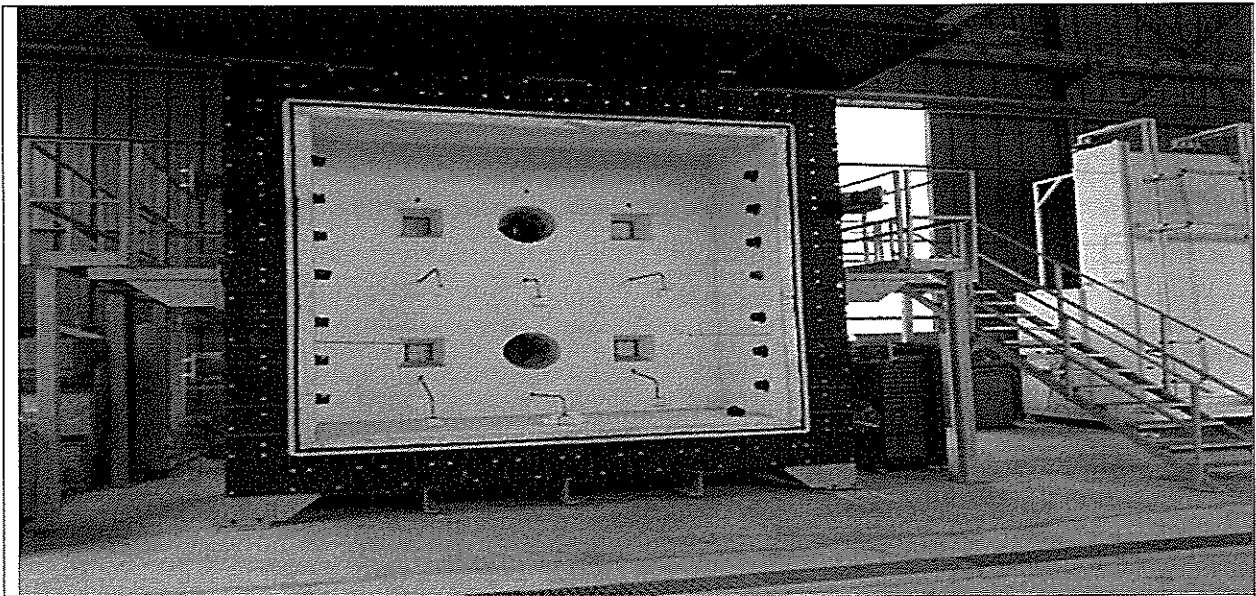
- 20% for suppliers resident in Morocco;
- 0% for suppliers not resident in Morocco.

(**): For suppliers not resident in Morocco, please specify the country of origin of the goods.

(***): Prices for the record must not be included in the total bid amount.

MAINTENANCE OF A VERTICAL FURNACE FOR FIRE RESISTANCE TESTING AT THE MATERIAL AND INDUSTRIAL ENGINEERING EXPERIMENTAL CENTER "CEMGI".

Designation	Manufacturer reference	Quantity	Frequency of change



DIMENSIONS:
INTERNAL DIMENSIONS: 3 X 3 X 0.8m.
EXTERNAL DIMENSIONS: 4 X 4.3 X 1.7m.

➤ **MAIN STRUCTURE:**

The main structure is made of reinforced UPN-IPN-IPE and HEB iron sections. This structure is covered internally by 4mm-thick sheet steel. This structure is complemented by all the necessary support elements for the installation of air/gas tubes, sensors, burners, valves, ignition transformers, burner control unit, etc.

➤ **INSULATION:**

Thermal insulation of the furnace is provided by ceramic fiber in 25mm thick sheets to absorb expansion, insulating refractory bricks with dimensions of 2300x114x64 mm³, and ceramic fiber. The Service provider must check the quality of the furnace insulation beforehand, and may not use the furnace insulation as a reason for not guaranteeing homogeneous temperature exposure inside the furnace.

➤ **TEST-TUBE CLOSURE SYSTEM:**

The test-tube closure system uses 4 centering bearings. Tightness is guaranteed by a high-temperature ceramic fiber profile assembled around the furnace. This profile provides the thermal break between the furnace interior (refractory material) and the overall structure.

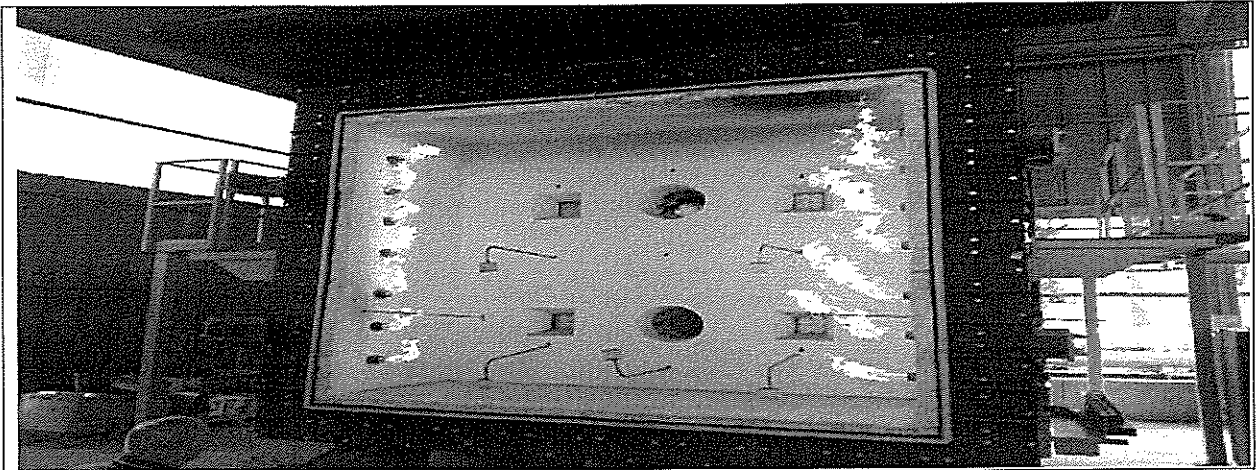
➤ **FLUE GAS OUTLET:**

The furnace has 2 flue gas outlets on the bottom wall, diameter 400 mm, which are centered on the width and height of the furnace. These outlets are fitted with two 90° butterfly valves for pressure control. The valves are controlled by electronically-controlled servomotors.

➤ **BURNERS:**

The furnace is equipped with 14 burners. These burners are installed in two groups of seven burners on each side.

The burners are Kromschroder modulating flame burners, type BIC-100HB, capable of delivering up to 180 KW per unit.



Burner technical specifications:

- Connections: Natural gas;
- Max. pressure: 18 mBar;
- Maximum gas pressure: 24 mBar;
- Flame incandescence: 45 -60 cm;
- Furnace temperature: 500-1600°C;
- Flame detector: Ionization sensor;
- Heating capacity/m3 gas: 11Kw;
- Air consumption m3/m3 gas: 10.6m3/m3 gas;

Each burner is fitted with an individual control standard of the same brand, IFS-258 model, and an ignition transformer.

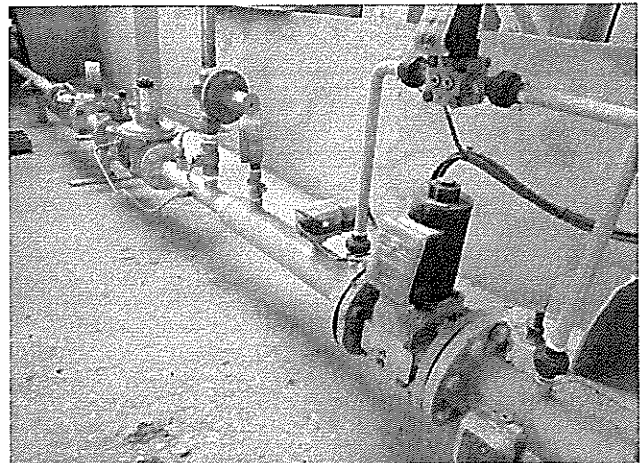
➤ PROPANE GAS INSTALLATION

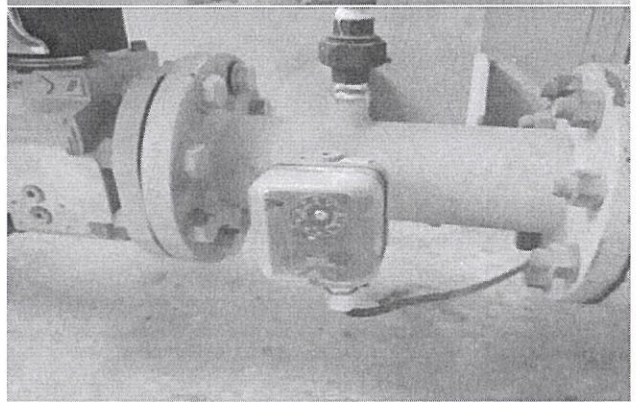
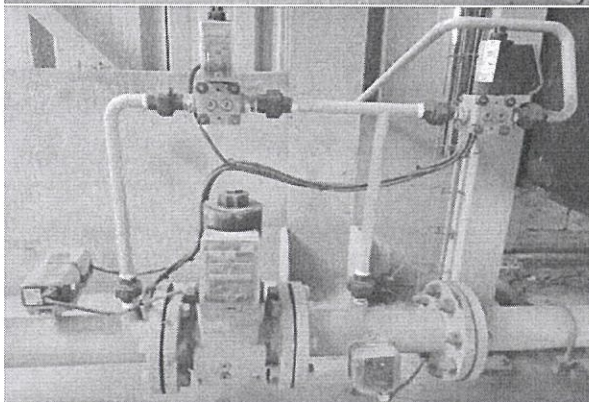
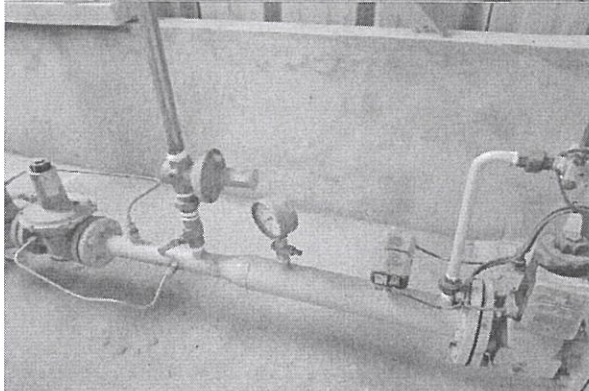
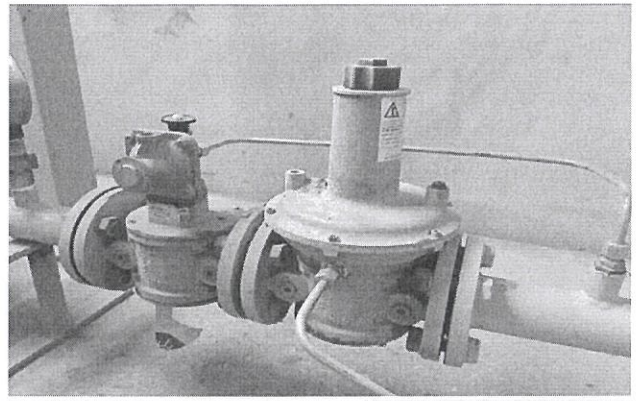
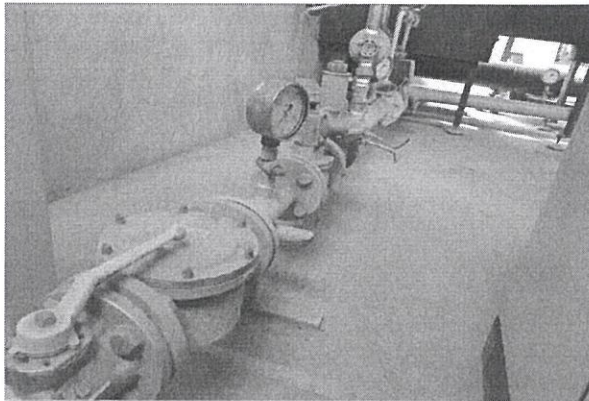
The gas supply is via an approved welded iron tube, painted yellow.

Each furnace has its own protection elements, depending on the gas installation:

General furnace installation (included)

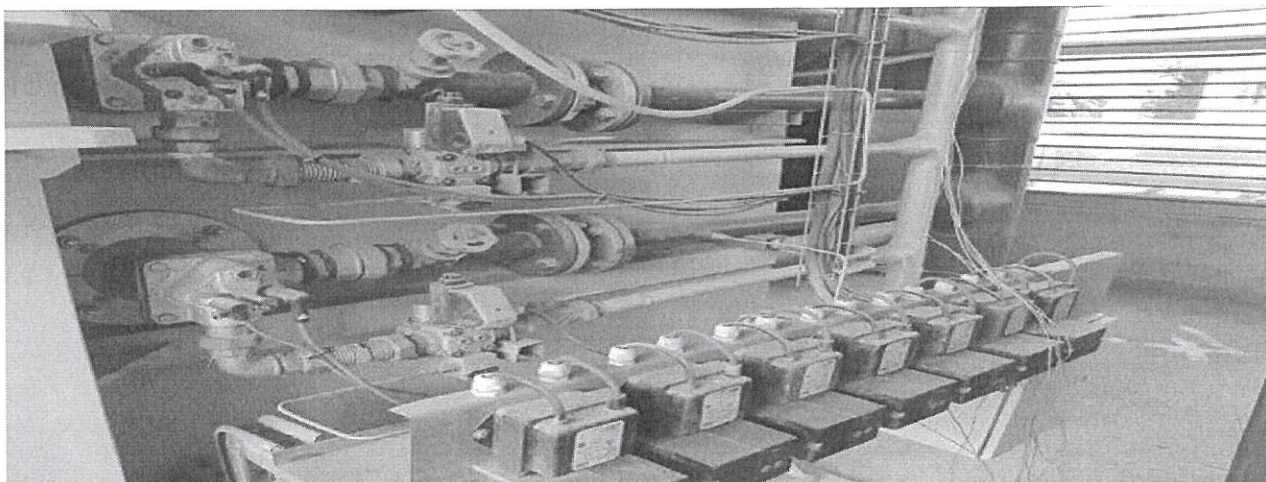
- Safety shut-off valve;
- Pressure regulating valve;
- General connection ball valve;
- Digital inlet and outlet pressure gauge;
- Maximum safety pressure switch;
- Minimum safety pressure switch.





Individual installation/burner (included):

- General connection solenoid valve;
- Pilot flame solenoid valve;
- Running solenoid valve;
- Gas/air flow regulator.



➤ **AI INSTALLATION:**

The air system is connected to the general supply by flanges. The installation is made of iron tube with the following protective elements:

General furnace installation: (included)

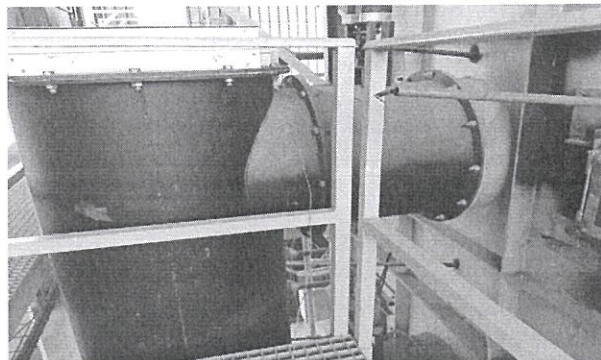
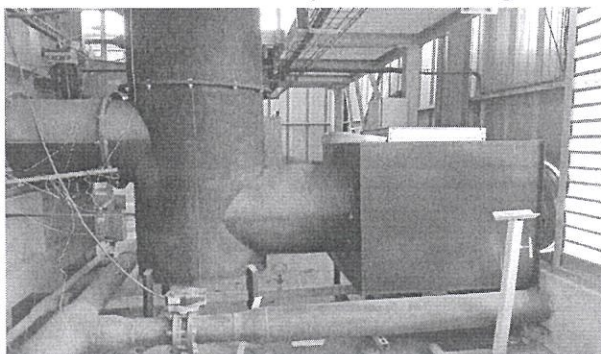
- Maximum pressure switch;
- Minimum pressure switch;
- Manual connection valve;
- Motorized control valve.

Individual installation / burner: (included)

- Manual connection valve;
- Gas/air flow regulator.

➤ **SMOKE EXTRACTION:**

The furnace has two smoke outlets located at the rear. Each outlet has a control butterfly valve to regulate the furnace's internal pressure. These valves are equipped with an electric positioner. These outlets are connected to an 800 mm-diameter furnace manifold, made of refractory steel and thermally insulated with ceramic fiber. A butterfly valve with an atmospheric air inlet is installed on this general manifold to cool the extraction gases by means of the "Venturi effect", as the temperature of the extraction gases can reach 1400 °C and the temperature of the general extraction ducts cannot exceed 150 °C.



➤ **EXHAUST SYSTEM (Turbine and chimney)**

Smoke extraction is provided by a 600 mm diameter pipe, insulated with rock wool and connected to the smoke extractor. This manifold is connected to a low-pressure turbine installed in the machine room outside the laboratory. This turbine can withstand a working temperature of up to 400° C. The speed of this turbine is controlled by a frequency converter to guarantee the furnace's internal pressure at any working temperature. The turbine outlet is connected to a smoke exhaust (chimney). The turbine is equipped with a differential pressure switch between suction and impulse, and a safety thermocouple to detect any operating anomaly and/or excessive suction temperature.

➤ **AIR PULSE SYSTEM**

The air pulse system is equipped with a 50um suction filter, and a medium-pressure turbine capable of supplying air at a pressure of 50 mBar and a flow rate of up to 4000 m3/hour. This turbine is installed in the machine room outside the laboratory. This room also contains the control cabinet that powers the impulse and extraction turbines. The supply turbine injects fresh air into the burners via a 200 mm welded iron tube manifold. Two pressure switches (maximum and minimum) are installed as safety devices. A third differential pressure switch is also fitted to the intake filter. A signal appears on the control room display when the filter becomes dirty.

➤ **CONNECTIONS AND CONSUMPTION**

- Electrical: 380V III+N+Earth Ground;
- Power: 20 kW;
- Gas: Propane;
- Supply pressure: 1 Bar (minimum);
- Average consumption: 150m3/hour;
- Maximum consumption: 400m3/hour;
- Air Supply pressure: 50 mBar (minimum);
- Maximum consumption: 3000m3/hour.

Given the size of the tank in use (2 tonnes) and the absence of an evaporator, the furnace's output is currently limited to 60%.

OPEN CALL FOR TENDER ON PRICE OFFERS N° 43/2024.

SUBJECT: RENOVATION AND CONTROLLING OF A VERTICAL FURNACE FOR FIRE RESISTANCE TESTING AT THE MATERIAL AND INDUSTRIAL ENGINEERING EXPERIMENTAL CENTER "CEMGI".

FOR AN AMOUNT OF *(in figures and words)*:

.....

The Supplier	The Contracting authority
Name and position of the signatory	DLAAP
Read and approved <i>(handwritten)</i>	PRESENTED BY: A. KORCHI
Stamp and signature	VERIFIED BY: H. SARJANE
	VALIDATED BY: A. ABOUFARISS
	CEMGI
	R. NABAOU
	LPEE'S GENERAL MANAGEMENT



**TENDER RULES
RELATING TO THE OPEN CALL FOR TENDERS
ON PRICE OFFERS N°43/2024**

Subject: Renovation and controlling of a vertical furnace for fire resistance testing for the Material and industrial engineering experimental center "CEMGI".

Established pursuant to subparagraph I paragraph I of article 16 of LPEE's Purchasing regulations RA/980/001 of November 01, 2014 laying down the conditions and forms in which contracts are awarded on behalf of the Public Laboratory for Tests and Studies (LPEE) as well as certain rules relating to their management and control as published on the website www.lpee.ma.

Deadline for bid submission: atH.....

ARTICLE 1 : Purpose of the tender rules

These tender rules govern the open call for tenders on price offers **N°43/2024** which has for object the **Renovation and controlling of a vertical furnace for fire resistance testing for the Material and industrial engineering experimental center «CEMGI» in one (01) single lot** on behalf of the Public Laboratory for Tests and Studies designated hereafter by Contracting authority or LPEE.

ARTICLE 2 : Division into lots

This call for tenders concerns a contract for one (01) single lot consisting of the Renovation and controlling of a vertical furnace for fire resistance testing for the Material and industrial engineering experimental center «CEMGI».

ARTICLE 3 : Contents of tender documents

In accordance with the provisions of article 19 of LPEE's Purchasing regulations, the tender documents include:

- a) Copy of the tender notice;
- b) A copy of the Special specifications (CPS);
- c) The model of the preventive maintenance kit;
- d) The model of the offer of services;
- e) The model of the Schedule of prices - bill of quantities;
- f) The model of the self-declaration;
- g) These tender rules.

ARTICLE 4 : Modification of the content of tender documents

If changes are made to the bidding documents, in accordance with the provisions of article 19, paragraph 5 of LPEE's Purchasing regulations, they will be communicated to all competitors who have withdrawn the said documents and made available to the other competitors.

When these modifications require the postponement of the date of the bid opening session, this postponement must be effected by means of a modification notice under the same conditions as those set out in article 20 of LPEE's Purchasing regulations and within a minimum period of seven (07) days from the day following the date of the last publication of the modification, without the date of the said session being earlier than that initially scheduled.

ARTICLE 5 : Withdrawal of tender documents

The tender documents are made available to competitors at LPEE's head office (25, Rue d'Azilal-Casablanca) from the date of publication of the tender notice in LPEE's website or in the first newspaper until the deadline for submission of tenders.

The tender documents are made available to competitors free of charge.

The tender documents can be downloaded from LPEE's website (www.lpee.ma).

They may also be sent by post to competitors who request it in writing, at their own expense and risk.

ARTICLE 6 : Requesting and providing information to competitors

Requests by letter with acknowledgement of receipt for information or enquiries from competitors must be sent at least seven (07) days before the date scheduled for the bid opening session to the Contracting authority's office at 25, Rue d'Azilal, Casablanca.

Any clarification or information provided by the Contracting authority to a competitor will be communicated to the other competitors on the same day and under the same conditions, and at least three (3) days before the date scheduled for the bid opening session, by registered letter with acknowledgement of receipt, by confirmed fax or by the following electronic means: dir.dla@lpee.ma.

Any clarifications or information will also be published in LPEE's website.

ARTICLE 7 : Competitor requirements

In accordance with the provisions of article 22 of LPEE's Purchasing regulations:

1. Only natural or legal persons with the following qualifications may take part in this call for tenders:
 - Proof of legal, technical and financial capacity;
 - Are in good tax standing, having submitted their declarations and paid the sums due or, in the absence of payment, provided sufficient guarantees to the accountant responsible for collection;
 - Are affiliated to the National Social Security Fund (CNSS), file regular salary declarations and are in good standing with this organization.
2. The following are not eligible to participate in this tender:
 - Persons in compulsory liquidation;
 - Persons in legal redress, unless special authorization has been granted by the competent judicial authority;
 - Persons who have been temporarily or permanently excluded under the conditions laid down in article 24 or article 85 of the Purchasing regulations, as the case may be;
 - Natural or legal persons who represent more than one competitor in this call for tenders.

Groups of competitors may be freely constituted under the conditions of article 83 of LPEE's Purchasing regulations, and must designate at the time of their registration and in their application file a member of the group authorized to represent them within the framework of this procedure.

No individual or legal entity may participate in this call for tenders through several groups of competitors.

ARTICLE 8 : List of documents justifying competitors' abilities and qualifications

Each competitor is required to submit an administrative file, a technical file and an additional file. Each file may be accompanied by a statement of its constituent documents.

A- The administrative file includes:

1. For each competitor at the time of bid submission:
 - a. A self-declaration, in a single copy;

- b. The original receipt of the provisional guarantee or the certificate of the personal and joint surety, if applicable;
 - c. For groups, a legalized copy of the constitutive agreement provided for in article 83 of LPEE's Purchasing regulations;
2. For the competitor to whom it is intended to award the contract, under the conditions set out in article 39 of LPEE's Purchasing regulations:
- a. Document(s) justifying the powers conferred on the person acting on behalf of the competitor. These documents vary according to the legal form of the competitor.
 - If you are an individual acting on your own behalf, no documentation is required;
 - In the case of a sales representative, he or she must present, as appropriate:
 - A certified copy of the power of attorney in the name of a natural person
 - An extract from the company's articles of association and/or the minutes of the competent body empowering him/her, depending on the legal form of the company, when he/she is acting on behalf of a legal entity;
 - The document by which the authorized person delegates his/her authority to a third party, if applicable.
 - b. A certificate or certified copy of the original issued less than a year ago by the competent administration of the place of taxation, certifying that the competitor is in a regular tax situation or, failing payment, that he has set up the guarantees provided for in article 22 of LPEE's Purchasing regulations. This certificate must mention the activity for which the competitor is taxed.
 - c. A certificate or certified copy of the original issued less than a year ago by the national social security fund (CNSS) certifying that the competitor is in good standing with this organization, in accordance with the provisions of article 22 of LPEE's Purchasing regulations, or the decision of the Minister of Employment, or a certified copy of the original, as provided for in Dahir promulgating law N° 1-72-184 of 15 joumada II 1392 (July 27, 1972) relating to the social security system, together with a certificate from the social security organization to which the competitor is affiliated, certifying that he or she is in good standing with the said organization.
The date of production of the documents referred to in b) and c) above is used as the basis for assessing their validity.
 - d. Certificate of registration in the commercial register for those subject to compulsory registration under current legislation.
 - e. The equivalent of the certificates referred to in paragraphs b), c) and d) above, issued by the administrations or competent bodies of their countries of origin or provenance for competitors not established in Morocco.
If no such documents are issued by the competent authorities or bodies in the country of origin or provenance, the said certificates may be replaced by a certificate issued by a judicial or administrative authority in the country of origin or provenance certifying that such documents are not produced.

B- The technical file includes:

- A note indicating the competitor's human and technical resources, and mentioning, where applicable, the place, date, nature and size of the services in which the competitor has taken part, and the quality of its participation.

C- The additional file includes

- 1. The Special specifications (CPS) signed on the last page with the handwritten words "read and accepted" and initialed on all pages;
- 2. These tender rules signed with the handwritten mention "read and accepted" and initialed on all pages;



3. Detailed and precise documentation for all items specified in the Schedule of prices, indicating the technical specifications of the items proposed. This documentation (technical data sheets, prospectuses, notices, etc.) must be as exhaustive as possible, and must make it possible to check the compliance of the items proposed with all the technical specifications of the contract.
4. The composition of the preventive maintenance kit, according to appendix N°2 of the Special specifications (CPS). Competitors must propose an exhaustive list of spare parts included in the preventive maintenance kit, in accordance with the equipment manufacturer's recommendations.

The administrative, technical and additional file must also be submitted in digital format on a USB key.

ARTICLE 9 : Technical offer

Technical bids are not allowed under these tender rules.

ARTICLE 10 : Alternative offer

Alternative bids are not allowed under these tender rules.

ARTICLE 11 : Financial offer

For each lot, the financial offer includes:

- a) The Schedule of prices-bill of quantities, the form of which is drawn up by the Contracting authority and included in the tender documents;
Unit prices in the Schedule of prices-bill of quantities must be expressed in figures.
The total amount of the Schedule of prices-bill of quantities must be expressed in figures.
- b) The "offer of services" by which the competitor undertakes to carry out the services covered by the contract in accordance with the conditions set out in the specifications and in return for a price proposed by the competitor. It is drawn up in a single copy of a printout, the form of which is annexed to these tender rules.
This duly completed offer of services, including the bank details (RIB), is signed by the competitor or his authorized representative.

The total amount of the offer of services must be stated in figures and in words.

When the offer of services is signed by a consortium, it must be signed either by each member of the consortium, or only by the representative if he/she can show that he/she has the authority to represent the members of the consortium during the contract award procedure.

In the event of a discrepancy between the total amount of the offer of services and the total amount of the Schedule of prices-bill of quantities, the amount of the Schedule of prices-bill of quantities is taken as the correct amount to establish the actual amount of the offer of services.

ARTICLE 12 : Presentation of competitors' bids

The file presented by each competitor is placed in a sealed envelope bearing:

- The competitor's name and address;
- The subject of the call for tenders, the tender number and the indication of the lots concerned;
- The date and time of the public bid opening session;
- The warning that "the envelope must only be opened by the Chairman of the Central Purchasing Commission at the envelope opening session".

This envelope contains two (2) envelopes including:

- a- **The first envelope:** contains the administrative file, the technical file and the additional file. This envelope must be closed, sealed and clearly marked, in addition to the information on the envelope, "Administrative, technical and additional files".
- b- **The second envelope:** contains the bidder's financial offer. This envelope must be closed, sealed and marked "Financial offer" in addition to the information on the envelope.
This same envelope must contain as many closed and sealed envelopes as there are lots for which the competitor has bid, each containing the offer of services and the Schedule of prices for the lot concerned.

ARTICLE 13 : Submission of competitors' bids

Competitors may choose that the bids be either:

- Deposited against receipt in the registry office (bureau d'ordre) at 25, Rue d'Azilal, Casablanca;
- Sent by registered mail with return receipt to the above-mentioned office;
- Delivered to the Chairman of the Central Purchasing Committee at the beginning of the meeting and before the bids are opened.

The deadline for receipt of bids expires on the date and time set in the call for tenders' notice for the bid opening session. Bids submitted or received after the set date and time will not be accepted.

On receipt, bids are recorded by the Contracting authority in the order of arrival in a special register. The registration number and the date and time of arrival are noted on the envelope.

Envelopes must remain sealed and be kept in a safe place until they are opened, in accordance with article 35 of the Purchasing regulations.

ARTICLE 14 : Withdrawal of bids

All bids submitted or received may be withdrawn prior to the day and time set for the opening of bids. Withdrawal must be requested in writing and signed by the competitor or his duly authorized representative. The date and time of withdrawal are recorded by the Contracting authority in the special register kept for this purpose.

Competitors who have withdrawn their bids may submit new bids under the same conditions set out in article 13 of these tender rules.

ARTICLE 15 : Opening and examination of administrative, technical and additive files and assessment of bidders' capabilities

The bid opening session takes place at LPEE's headquarters, 25 rue d'Azilal, Casablanca.

The opening and examination of administrative, technical and additive files and the assessment of bidders' capabilities are carried out in accordance with the provisions of articles 22 and 35 of LPEE's Purchasing regulations.

The bidding committee will set up a sub-committee to carry out a technical evaluation of the detailed and precise documentation relating to all the items designated in the Schedule of prices, from competitors whose administrative and technical files are in order.

This sub-committee may visit the premises of tenderers selected to examine the equipment proposed in their bids. The sub-committee's conclusions are recorded in a report. It may also ask one or more competitors in writing for clarification of their technical documentation. These clarifications must be limited to the documentation contained in the said additional file.

Bids once opened may not be modified. Only explanations that do not alter the substance of the bid may be accepted.

Competitors' documentation will be assessed in accordance with the provisions of article 37 of the Purchasing regulations, by examining the technical conformity of the items (characteristics, certificates of conformity, calibration certificate, metrological verification, etc.) in relation to the item specifications, details of which are given in the CPS' technical specifications, and to the corresponding test standard.

Commission members reject bids that express restrictions or reservations.

This review results in a list of shortlisted competitors for each lot.

ARTICLE 16 : Examination of financial offers

In accordance with articles 38 to 41 of the Purchasing regulations, the examination of financial offers concerns only those competitors admitted after examination of their administrative, technical and additional files.

Only lots for which all items have been declared compliant at the end of the stage described above will be concerned by this evaluation. Lots for which one or more items are declared non-compliant will therefore be excluded from the competition. As such, the lowest bid for each lot will be selected.

The contract will be awarded to the competitor with the lowest financial bid. For suppliers not resident in Morocco, the prices of the financial offers are increased, after their conversion into dirhams, by customs duties and taxes in accordance with Moroccan regulations in force, as well as approach charges according to the incoterm chosen.

ARTICLE 17 : Bid validity period

Bidders remain bound by their bids for a period of ninety (90) days from the date of bid opening.

If the successful bidder has not been selected by this deadline, the Contracting authority may ask bidders to extend the validity of their bids by registered letter with acknowledgement of receipt and, where appropriate, by confirmed fax or by electronic means. Only tenderers who have given their agreement by registered letter with acknowledgement of receipt, by confirmed fax or by any other written means of

communication capable of giving a specific date, before the deadline set by the latter, remain committed during this new period.

ARTICLE 18 : Currency of bids

The bid currency for competitors based in Morocco must be the Moroccan Dirham (MAD).

If the competitor is not based in Morocco, the bid must be expressed in Moroccan dirham (MAD) or in any convertible foreign currency.

In this case, in order to be evaluated and compared, the prices of bids expressed in foreign currency must be converted into dirham. This conversion is carried out on the basis of the selling rate of the Moroccan dirham in force on the first working day of the week preceding that of the bid opening day given by Bank Al-Maghreb.

ARTICLE 19 : Language of tender documents

Tender documents submitted by competitors must be drawn up in French.

The Tenderer	The Contracting authority
Name and position of signatory Read and approved (handwritten) Stamp and signature	DLAAP PRESENTED BY: A. KORCHI VERIFIED BY: H. SARJANE VALIDATED BY: A. ABOUFARISS
	LPEE'S GENERAL MANAGEMENT

