# TENDER SPECIFICATIONS

Public supply contract for "**Public Procurement for Supply, Installation, Configuration, and Commissioning of JAVS, or a compatible Courtroom Audio-Visual Recording System, for the Industrial Court Fort Portal Branch and Procurement of Scanners and Compatible Optical Character Recognition Software.**"

Reference №: **UGA21003-10413**

Country: **Uganda**

Negotiated Procedure without Prior Publication

| | |
|---|---|
| *Deadline for requesting clarifications:* | Until the **tenth day** before the deadline for submission of tenders |
| *Deadline for submission of tenders:* | **13th November 2026** at **11:00AM (East African time)** |

Belgian development agency

enabel.be

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# 1 GENERAL REMARKS

## 1. THE CONTRACTING AUTHORITY

1.1. The contracting authority of this public contract is Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.

1.2. Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

## 2. RULES GOVERNING THE PUBLIC CONTRACT

2.1. The following, among others, apply to this public contract:

(a) The Law of 17 June 2016 on public procurement;

(b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;

(c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;

(d) The Law of 17 june 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;

(e) Circulars of the Prime Minister with regards to public procurement;

(f) Enabels policy regarding sexual exploitation and abuse – June 2019;

(g) Enabels policy regarding fraud and corruption risk management – June 2019.

2.2. All Belgian regulations on public contracts can be consulted on https://bosa.belgium.be/en/themes/public-procurement;

Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via https://www.enabel.be/who-we-are/integrity/.

## 3. APPLICABLE LAW AND COMPETENT COURTS

3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the

parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.

3.2. In case of court action, correspondence must (also) be sent to the following address:

Enabel S.A.

Global Procurement Services

To the attention of Ms Laura Jacobs

Rue Haute 147

1000 Brussels

Belgium

3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

# 2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

## 1. TYPE OF CONTRACT

1.1. This public contract is a supply contract for purchasing goods pertaining to: Supply and delivery of JAVS, or a compatible Courtroom Audio-Visual Recording System, for the Industrial Court Fort Portal Branch and Scanners and Compatible Optical Character Recognition Software together with the ancillary services of , Installation, Configuration, and Commissioning.

## 2. LOTS

2.1. This public contract comprises of 2 lots, each of which is indivisible.

2.2. The tenderer may submit a tender for all lots. A tender for part of a lot shall be inadmissible.

The lots are;

| SN | Lot description |
|---|---|
| **Lot 1** | JAVS, or a compatible Courtroom Audio-Visual Recording System, for the Industrial Court Fort Portal Branch |
| **Lot 2** | Scanners and Compatible Optical Character Recognition Software |

**Note**

Depending on its operational needs and available budget, Enabel may purchase either one (1) or two (2) scanners. If two (2) scanners are purchased, one (1) shall be delivered to the Industrial Court Offices in Kampala, and the other (1) shall be delivered to the Industrial Court Offices in Fort Portal City. If only one (1) scanner is purchased, Enabel shall communicate the delivery location to the successful bidder at the time of contract award.

Bidders shall state the unit price for each scanner separately in their financial offers, inclusive of delivery, installation and commissioning charges, and shall clearly indicate the total price for two (2) scanners. Enabel shall determine the final quantity to be purchased prior to contract award and communicate it to the successful bidder at the time of contract award or issuance of the award notification letter.

## 3. ITEMS

3.1. Each lot of this public contract consists of the items listed under section 5. Technical Specifications.

3.2. These items are grouped together to form one single lot. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of a same lot.

## 4. DURATION OF THE PUBLIC CONTRACT

4.1. For each lot, the public contract starts upon award notification and shall last 17 months., the actual contract implementation period shall be 5 months, and there after the Defects Liability Period of 12 months.

## 5. VARIANTS

5.1. Each tenderer may submit only one tender per lot. Variants are NOT allowed.

## 6. OPTIONS

6.1. The tenderer may NOT submit options. Free options are forbidden. Any proposed option will be discarded.

## 7. QUANTITIES

7.1. The quantities are indicated under section 5. Technical Specification.

# 3 AWARD PROCEDURE

## SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

### 1. AWARD PROCEDURE

This public contract will be awarded through a Negotiated Procedure without Prior Publication pursuant to Article 42, § 1, °1, a) of the Law of 17 June 2016 on public procurement.

### 2. PUBLICATION

This contract is advertised in

2.1. The following platform:

(a) Website of Enabel (https:/www.enabel.be/public-procurement/)

(b) The Local Newspaper

(c) This publication constitutes an invitation to submit a tender.

### 3. FURTHER INFORMATION

3.1. **Public procurement administrator**

The awarding of this public contract is coordinated by:

Contracts Service Center

uga_csc_contracts@enabel.be

All communication between the contracting authority and (prospective) tenderers regarding this public contract must go through this contact. Any other form of contact with the contracting authority about this public contract is prohibited unless otherwise stated in these tender specifications.

3.2. **Requesting clarifications**

Prospective tenderers have until the **tenth day**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 (uga_csc_contracts@enabel.be) and will be answered in the order received.

Until the notification of the award decision no information will be given about the evolution of the procedure.

3.3. **Publication of clarifications and/or amendments to the tender specifications**

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the tenth day before the deadline for submission of tenders, at the latest.

These updates will be published on the website.

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published or that are sent to him by e-mail. To do so, when the tenderer has downloaded the tender specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned under clause 3.1 and requests information on any modifications or additional information.

## SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

## 4. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **90 (ninety) calendar days** from the tender reception deadline date.

## 5. DATA TO BE INCLUDED IN THE TENDER

5.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.

5.2. The tender and all annexes to the tender form must be drawn up in:

(a) English.

5.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.

5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.

**Administrative proposal**

The tenderer must use the tender forms provided in the annex:

The administrative proposal shall respect the following structure

- Identification form Natural person (with ID photocopy)
- Legal identification form
- Financial Identification Form **(along with an account confirmation letter from the bank. This account shall not change throughout the contract duration and implementation)**

- Declaration on honour - Exclusion grounds
- Integrity form
- Certificate of registration/incorporation (as applicable)
- Articles of association (as applicable)
- Power of Attorney (The statutes and any other document required to establish the power of attorney of the signer(s))
- List of subcontractors

Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.

**Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:**

- Identification forms
- Financial Identification Form signed by all participants
- Declaration on honour - Exclusion grounds
- Integrity form
- Certificate of VAT registration (as applicable)
- Certificate of incorporation (as applicable)
- Articles of association (as applicable)
- Power of Attorney (The statutes and any other document required to establish the power of attorney of the signer(s))
- The association agreement signed by each participant, clearly showing who represents the association

Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.

The successful tenderer shall be required to provide the following documents before award;

- Valid Tax Clearance Certificate (e.g. URA, as applicable)
- Valid Social Security Contribution Certificate (e.g. NSSF as applicable)
- Valid extract from the criminal record in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons (ex. Certificate of good conduct from Interpol).

**Technical Proposal**

The technical proposal may be presented in free format but shall include original product brochures that Cleary define the brand name and models of equipment offered in a way that allows comparison of offers. The tenderer shall comply to the technical specifications stated in section 5 Technical specifications and provide the manufacturer’s authorization for all equipment.

**Financial Proposal**

The tenderer shall use the tender form included in section 8. Forms (3. Tender form-price) to present the financial offer.

5.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and **Error! Reference source not found.**), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

## 6. TENDER CURRENCY

All prices given in the tender form must obligatorily be quoted in **euro**.

## 7. DETERMINATION OF PRICES

7.1. This public contract is a **lump-sum price** contract, meaning the global price is a flat fee that covers the whole performance of the contract or each of the items listed in the inventory.

7.2. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

## 8. ELEMENTS INCLUDED IN THE PRICE

8.1. The tenderer is to include in his global prices any charges and taxes generally inherent to the performance of the contract, with the exception of the value-added tax. The applicable VAT is quoted separately, if applicable.

8.2. As mentioned in clause 1 of chapter 1 General Remarks, local tax regime is applicable. For the provision of services in Uganda, the attention of tenderers who are non-tax residents of Uganda is drawn to the tax on the profits of non-residents (15%) applicable to this category of service provider. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Uganda. The 15% non-resident income tax will be withheld at source at the time of payment of the invoice. Make sure to verify whether any bilateral or regional non-double taxation treaties apply to your situation.

8.3. The unit prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:

(a) Packaging (except if it remains the property of the tenderer), loading, trans-shipment, intermediate unloading, transportation, insurance, and customs clearance;

(b) Unloading, unpacking, and deployment at the place of delivery, provided that the procurement documents specify the exact place of delivery and the means of access;

(c) Documentation pertaining to the delivery of supplies and any documentation required by the contracting authority;

(d) Assembly and commissioning;

(e) Training required for operation;

(f) Where applicable, the measures imposed by occupational safety and health legislation;

(g) Customs and excise duties.

(h) Acceptance costs.

(i) All prices are based on **Incoterms® 2020**: **DDP**.

## SECTION (C) - SUBMISSION OF TENDERS

## 9. SUBMISSION OF TENDERS

9.1. Without prejudice to any variants, the tenderer may only submit one tender per contract.

9.2. The tenderer submits his tender as follows:

The duly completed and signed tender shall be submitted only by e-mail; **uga_csc_tenders@enabel.be** and only as attachments and not via a link to a platform. The files shall be clearly named and structured and submitted in a compressed zip folder. The tenderer is solely responsible for the accessibility and legibility of files. The tenderer shall not submit at the last minute. Untimely submission, incomplete submission or indirect submission of documents that are inaccessible or illegible may lead to the rejection of the tender.

9.3. The tenderer shall submit the administrative, technical and financial proposals as separate email attachments. The subject of the e-mail shall clearly mention the procurement reference number and the contract title, as stated on the cover page of the tender specifications, as well as the name of tenderer.

9.4. The tenders shall be received by the Contracting Authority before **13th November 2026, at 11:00 AM, Kampala time** at the latest. Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding)

## 10. TENDER SIGNATURE

10.1. **The tender and all accompanying documents must be numbered and signed by the tenderer or his/her representative in the Powers of attorney.** The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer.

10.2. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.

10.3. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

## 11. OPENING OF TENDERS

11.1. The opening of the tenders will take place on the day of the final date for receiving tender indicated above. Tenders not received before this time shall be rejected. The opening shall take place behind closed doors.

# SECTION (D) - SELECTION, AWARDING & CONCLUSION

## 12. EXCLUSION GROUNDS

12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications.

12.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

12.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators.

12.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.

12.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.

12.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.

12.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.

12.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

## 13. SELECTION CRITERIA

13.1. By means of the documents requested in the 'Selection file' ( **Error! Reference source not found.**), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.

13.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause **Error! Reference source not found.** subject to the regularity of these tenders.

| **1** | **Sufficient Economic and Financial Capacity** |
|---|---|
| 1.1 | Sufficient turn-over |
| Minimum Standard | Lot 1: Minimum average annual turnover of 50,000 Euros during the past three financial years. 2025,2024,2023 ( Provide audited books) |

| | |
|---|---|
| | Lot 2: Minimum average annual turnover of 30,000 Euros during the past three financial years. 2025,2024,2023 ( Provide audited books) (If a contractor submits for more than one lot, the amount above shall be summed up for the lots tendered.) |
| **2** | **Sufficient Technical and Professional Capacity** |
| 2.1 | Sufficient experience |
| Minimum Standard | Lot 1: Minimum of one (1) assignment within the scope of the contract, involving supply and installation of an audio- visual recording system, which was totally and successfully completed in the last three (3) years.<br>Lot 2: Minimum of one (1) assignment within the scope of the contract, involving supply and installation scanners, which was totally and successfully completed in the last three (3) years. |

13.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:

(a) all participants submitting a joint bid as a consortium of economic operators;

(b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.

13.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

## 14. OVERVIEW OF THE PROCEDURE

14.1. In a first phase, the tenders submitted by the tenderers will be evaluated as to their formal and material regularity.

14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.

14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of

tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 15). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.

14.4. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

14.5. When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's (Best and Final Offer). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 15) will be designated the successful supplier for this public contract, after having been verified for absence of exclusion grounds.

## 15. AWARD CRITERIA

15.1. The contracting authority will select the regular tender that it considers to be the most economically advantageous, based on the following criteria:

- Price: 100%

With regard to the “price” criterion, the following formula will be used

$$\text{Points tender A} = \frac{\text{Amount of lowest tender}}{\text{Amount of tender A}} * 100$$

15.2. The scores for the award criteria will be added up. This public contract will be awarded to the tenderer that submitted the tender with the highest final score, after the contracting authority has verified the accuracy of the declaration on honour of this tenderer and provided the control shows that the declaration on honour corresponds with reality.

## 16. AWARDING THE PUBLIC CONTRACT

16.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

16.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose

either not to award the public contract or to restart the procedure, if necessary, through another award procedure. The contracting authority may choose to award only certain lots of the tender.

## 17. CONCLUDING THE CONTRACT

17.1. In accordance with Article 95, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the successful tenderer of the approval of their tender.

17.2. Notification is made via digital platforms or email, and, on the same day, by registered post.

17.3. The full public contract consists of the following documents:

(a) These tender specifications and their annexes;

(b) The approved BAFO and all of its annexes;

(c) The registered letter notifying the award decision;

(d) Any later documents accepted and signed by both parties, as appropriate.

17.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

# 4 SPECIAL CONTRACTUAL PROVISIONS

This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), hereinafter referred to as "GIR", or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the "GIR" articles. Unless indicated, the relevant provisions of the "GIR" apply in full.

These tender specifications derogate from the following Article of the "GIR":

## SECTION (A) - GENERAL

### 1. USE OF ELECTRONIC MEANS (ART. 10)

The use of electronic means for exchanges during the performance of the contract is permitted unless stated otherwise in these tender specifications. In such cases, notifications from the contracting authority will be sent to the address or registered office mentioned in the tender.

### 2. MANAGING OFFICIAL (ART. 11)

2.1. The managing official for this public contract is **Lucie Carlier**, **Intervention Manager**, email: lucie.carlier@enabel.be and assisted by **Daniel Muhanguzi**, email: daniel.muhanguzi@enabel.be The managing official is responsible for overseeing the performance of the contract.

2.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the supplier. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.

2.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving supplies, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.

2.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under clause 1 of chapter 1 General Remarks.

2.5. Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

## 3. CONFIDENTIALITY (ART. 18)

3.1. The knowledge and information obtained by the supplier during the performance of this public contract is strictly confidential. Under no circumstances may the collected information, regardless of its origin or nature, be disclosed or transferred to third parties in any form. The supplier is, therefore, bound by a duty of confidentiality.

3.2. In accordance with Article 18 of the "GIR", the supplier undertakes to handle all information, facts, documents, and data — regardless of their nature or format — strictly confidentially. This obligation applies to any information communicated to the supplier or accessed by the supplier, directly or indirectly, in connection with this public contract. Confidential information includes, but is not limited to, the very existence of this public contract.

3.3. The supplier further undertakes to:

(a) Respect and ensure strict confidentiality of this information and take all necessary measures to safeguard its secrecy (such measures must not be less stringent than those the supplier applies to their own confidential information);

(b) Consult, use, or exploit the information mentioned above solely to the extent strictly necessary for the preparation and, if applicable, execution of this public contract, while complying with data protection laws, particularly those governing the processing of personal data;

(c) Not reproduce, disclose, distribute, transmit, or otherwise make the information available to third parties, in whole or in part, and in any form, without the prior written consent of the contracting authority;

(d) Return the information to the contracting authority upon their first request;

(e) Refrain from disclosing, directly or indirectly, the content of this public contract to third parties for advertising or any other purpose.

3.4. The supplier shall include in its contracts with subcontractors the confidentiality obligations it is required to comply with for the performance of the contract.

## 4. PROTECTION OF PERSONAL DATA

4.1. **Processing of personal data by the contracting authority**

The contracting authority undertakes to process the personal data that are communicated to it in response to the call for the tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

4.2. **Processing of personal data by the supplier**

Where during contract performance, the supplier processes personal data of the contracting authority or in execution of a legal obligation, the following provisions apply :

For any processing of personal data carried out in connection with this public contract, the supplier is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

Given the public contract, it is to be considered that the contracting authority and the supplier will each be responsible, individually, for the processing.

## 5. INTELLECTUAL PROPERTY (ART. 19 TO 23)

5.1. The contracting authority does not acquire the intellectual property rights created, developed, or used during performance of the public contract.

5.2. Unless otherwise specified in the procurement documents and without prejudice to clause 5.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.

5.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.

5.4. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent license for the results protected by intellectual property law. This license must cover the modes of exploitation specified in the procurement documents.

## SECTION (B) - FINANCIAL GUARANTEES

# 6. PERFORMANCE BOND (ART. 25 TO 33)

6.1. **Scope and amount (Art. 25)**

The performance bond is a requirement for this public contract and is set at **5%** of the total value of the contract where the amount exceeds 50,000 Euros, excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

6.2. **Nature of the performance bond (Art. 26)**

In accordance with the applicable legal and regulatory provisions, the performance bond may be provided in the form of cash, public funds, or a joint performance bond. It may also be issued as a surety bond by a credit institution meeting the requirements of the law governing credit institutions or by an insurance company approved for branch 15 (bonds) under the law governing insurance companies.

By way of derogation from Article 26 of the "GIR", the performance bond may be posted through an institution with its registered office in one of the countries of destination of the supplies. The contracting authority reserves the right to accept or refuse the posting of the bond through such an institution. The tenderer shall provide the name and address of this institution in the tender.

This derogation is intended to provide local tenderers with the opportunity to submit a tender, taking into account the specific requirements of the contract.

6.3. **Deadline for submitting the performance bond (Art. 27)**

The successful tenderer is required to provide proof of the posting of the performance bond within 30 calendar days from the conclusion of the procurement contract.

The period specified above is suspended during the period of closure of the supplier 's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

6.4. **Posting of the performance bond (Art. 27)**

The performance bond must be posted by the successful tenderer in one of the following ways:

(a) Cash deposit : Deposit the amount in the account of the Deposit and Consignment Office (Dutch or French procedure to enter a deposit in e-DEPO) or of a public institution performing a similar function similar;

(b) Public Funds: Deposit with the State cashier at the National Bank's headquarters in Brussels or one of its provincial branches, on behalf of the Deposit and Consignment Office or a similar public institution;

(c) Joint surety : By the deposit, via an institution that lawfully carries out this activity, of a deed of joint surety with the Deposit and Consignment Office or with a similar public institution;

(d) Guarantee : Provide the deed of undertaking of the credit institution or the insurance company.

6.5. **Proof of deposit (Art. 27)**

Proof of posting the performance bond must be provided as applicable by submission to the contracting authority of:

(a) A deposit receipt from the Deposit and Consignment Office or a similar public institution;

(b) A debit notice from the credit institution or insurance company;

(c) An deposit certificate issued by the State Cashier or a similar public institution;

(d) The original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a similar public institution;

(e) The original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the procurement contract and a reference to the procurement documents, as well as the name, first name and full address of the supplier and, where relevant, that of the third party that made the deposit on the supplier 's account, bearing the statement 'lender' or 'mandatory', as appropriate.

Proof that the required performance bond has been posted must be sent to the address that will be mentioned in the contract conclusion notification.

6.6. **Release of bond**

If the contracting authority confirms acceptance of the supplies, the bond shall be released, even if the supplier has made no such request.

The whole of the bond will be released at once after provisional acceptance of the entire contract.

## SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

## 7. CONFORMITY OF PERFORMANCE (ART. 34)

The supplies must comply in all respects with the procurement documents. In the absence of specific technical specifications in the procurement documents, the performance of the contract must meet the highest standards of good practice in the relevant field.

## SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

## 8. REPLACEMENT OF THE SUPPLIER (ART. 38/3, °1)

8.1. **Scope**

The clause may be applied in case the supplier is unable to continue the performance of the contract due to termination of the contract (art. 61, 62 or 62/1, °2 of the "GIR") or after taking an ex officio measure (art. 47 of the "GIR").

8.2. **Nature of the amendment**

In derogation of art. 47, § 2, °3 of the "GIR", the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the supplier already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the form of an amendment to the original contract to be concluded between the contracting authority and the new supplier.

8.3. **Conditions under which this revision clause may be used**

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the supplier 's subcontractor(s) already involved in the performance of the contract.
To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the

contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document.

To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account.

If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial supplier), the contracting authority shall address itself:

(a) either successively, according to the ranking, to the other regular the tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;

(b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

In any case, the contracting authority shall ensure that verification of the absence of grounds for exclusion and compliance with the selection criteria has taken place in an impartial and transparent manner, either in the context of the initial award procedure or at the time of the conclusion of the contract for account, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria. The minimum requirements of qualitative selection may, where appropriate, be adjusted in proportion to the remaining part of the contract if the contract for account is concluded only for part of the contract still to be performed.

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new supplier. If the contract has already been partially performed, this amendment will accurately mention all parts of the

contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial supplier and compared to the original tender of the new supplier. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new supplier), shall continue to apply unchanged.

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial supplier by electronic transmission, in deviation from art. 47, § 3 (3) of the "GIR".

If, following the application of an ex officio measure (art. 47 of the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial supplier shall bear the additional costs.

## 9. REVISION OF PRICES (ART. 38/7)

Price revisions are not allowed under this contract.

## 10. INDEMNITIES FOR SUSPENSIONS ORDERED BY THE CONTRACTING AUTHORITY DURING CONTRACT PERFORMANCE (ART. 38/12)

10.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.

10.2. The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance may be agreed.

10.3. When activities are suspended, based on this clause 10.3, the supplier is required to take all necessary precautions, at his expense, to protect the supplies already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

10.4. The supplier has a right to damages for suspensions ordered by the contracting authority when:

(a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calender days, depending on whether the performance period is expressed in working days or calendar days;

(b) The suspension is not due to unfavourable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's

discretion, constitute an obstacle to the continued performance of the contract at that time;

(c) The suspension occurs during the contract's performance period.

## 11. UNFORESEEABLE CIRCUMSTANCES

11.1. As a general rule, the supplier is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.

11.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 11. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

## 12. TAXATION HAVING AN EFFECT ON THE VALUE OF THE PUBLIC CONTRACT (ART. 38/8)

12.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.

12.2. Such price revision is only possible if both the following conditions apply:

(a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and

(b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the “GIR”.

12.3. In the event of an increase in charges, the supplier must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract. In case of a reduction, there is no revision if the supplier proves that he paid the charges at the old rate.

## 13. TERMS OF INTRODUCTION (ART. 38/14 TO 38/17)

13.1. The contracting authority or the supplier who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the “GIR”, must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the

date on which the contracting authority or the supplier should normally have known about them.

13.2. The supplier may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 13.1, regardless of whether the contracting authority is aware of the facts or circumstances.

## SECTION (F) - PERFORMANCE MODALITIES

### 14. PLACE OF PERFORMANCE (ART. 118)

The supplies must be delivered at the following address:

Lot 1, The audio-visual systems shall be delivered and installed at the Industrial Court Fort Portal Branch in Fort portal City.
Lot 2, One scanner shall be delivered to the Industrial Court Offices in Kampala, and the second scanner shall be delivered to the Industrial Court Offices in Fort Portal City.

### 15. TRANSFER OF OWNERSHIP (ART. 132)

The contracting authority automatically becomes the owner of the supplies as soon as they have been accepted for payment pursuant to Article 127 of the “GIR”.

## SECTION (G) - MEANS OF ACTION

### 16. FAILURE OF PERFORMANCE (ART. 44)

16.1. The supplier shall be considered in breach of this public contract under the following circumstances:

(a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;

(b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;

(c) When the supplier fails to comply with written orders issued in due form by the contracting authority.

Any failure to comply with the provisions of the public contract, including the non-compliance with orders from the contracting authority, will be documented in a report ('process verbal'). A copy of this report will be sent immediately to the supplier either by registered post or e-mail (with proof of the exact dispatch date).

16.2. The supplier must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

16.3. Any defects that can be attributed to the supplier may result in the application of one or more measures as provided in Articles 45 to 49, 123 and 124 of the “GIR”.

## 17. FINES FOR DELAY (ART. 46 AND 123)

17.1. Fines for delay differ from penalties referred to in Article 45 of the “GIR”. They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.

17.2. Fines for delay are calculated, according to Article 123 of the “GIR”, at a rate of **0.1%** per day of delay, with a **maximum of 7.5%**, of the value of the supplies that were delivered with the same delay.

17.3. If the execution deadline is an award criterion, the penalty rate may increase to a **maximum of 10%**, depending on the weight assigned to this criterion in the tender specifications.

17.4. Without prejudice to the application of these fines, the supplier shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

## 18. MEASURES AS OF RIGHT (ART. 47 AND 124)

18.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the “GIR”, to present justifications, the supplier has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 18.2 However, the contracting authority may apply these measures before the expiration of the aforementioned term when the supplier has explicitly acknowledged the identified shortcomings.

18.2. The measures as of right are:

(a) Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;

(b) Completion of all or part of the unfulfilled contract by the contracting authority itself;

(c) Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

The measures outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting supplier. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new supplier.

## SECTION (H) - END OF THE PUBLIC CONTRACT

### 19. ACCEPTANCE OF THE PRODUCTS DELIVERED (ART. 64, 120 AND 128-131)

19.1. The contracting authority checks the deliveries at the place of delivery. The supplies will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests. Any damage shall be recorded. The result of this inspection and the exact date of arrival of the deliveries shall be recorded in a report or, where applicable, on the delivery note or invoice referred to in Article 118, § 2 of the "GIR".

19.2. Upon expiry of the thirty-day period starting from delivery, as appropriate, a report of provisional acceptance or refusal of acceptance will be drawn up.

19.3. In this contract, provisional acceptance is carried out as follows: Full acceptance is carried out at the place of delivery without prior partial acceptance at the place of manufacture. Provisional Acceptance is completed in full at the place of delivery. The contracting authority has thirty (30) days to inspect and test the supplies and notify the supplier of its acceptance or rejection. This period begins the day after the supplies arrive at the place of delivery, provided that the contracting authority has received the delivery note or invoice. The thirty-day period provided for in Article 127 of the "GIR" (clause 22) is included herein.

### 20. GUARANTEE PERIOD (ART. 65 AND 134)

For each of the lots, warranty period commences on the date on which provisional acceptance is given. It lasts for **1 year**.

## 21. FINAL ACCEPTANCE (ART. 135)

21.1. Final Acceptance occurs upon expiry of the warranty period. It is implicit when the delivery has not led to any claims during said period.

21.2. If delivery has led to complaints during the warranty period, a report of final acceptance or refusal of acceptance will be issued within 15 days prior to the expiry of said period.

## 22. INVOICING AND PAYMENT (ART. 66-72 AND 127)

22.1. The contracting authority shall verify and pay the amount due to the supplier within a processing period of thirty days from delivery, provided that the contracting authority is in possession of the duly established invoice.

22.2. Only supplies that have been performed correctly may be invoiced. The invoice must be issued in **euro**.

22.3. If delivery takes place in several instalments, the processing period shall commence on the date of delivery for each partial delivery.

22.4. The supplier sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

**Jacqueline Akello**

jacqueline.akello@enabel.be.

Payment shall be made 100% upon provisional acceptance of the goods.

## 23. ADVANCE PAYMENTS

23.1. Notwithstanding clause 22.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance of 15 per cent of the reference value may be granted to the supplier.

23.2. The amount of the advance is calculated by applying the following percentages to the reference value of the public contract:

(a) 20% if the winning tenderer is a micro-enterprise, i.e. a company that employs fewer than ten people and whose annual turnover or annual balance sheet total does not exceed two million euros;

(b) 10% if the winning tenderer is a small enterprise, i.e. a company that employs fewer than fifty people and whose annual turnover or annual balance sheet total does not exceed ten million euros;

(c) 5% where the winning tenderer is a medium-sized enterprise, i.e. a company that employs fewer than two hundred and fifty people and with an annual turnover not exceeding fifty million euros or an annual balance sheet total not exceeding forty-three million euros.

23.3. The advance is calculated on the basis of the reference value of the public contract, i.e:

a) If the duration of the public contract is equal to or less than 12 months, the reference value is equal to the initial value of the public contract, all taxes included;

b) If the duration of the public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the public contract, including taxes, divided by the duration of the contract expressed in months;

c) In the case of an open-ended public contract, the reference value is the value per month of the public contract multiplied by 12.

For the calculation of the initial value of the contract, neither conditional blocks nor renewals shall be taken into account.

23.4. No advance is granted before:

(a) Notification of the conclusion of the public contract;

(b) A written dated demand submitted to the contracting authority;

(c) A financial guarantee for the full amount of the advance is provided. The guarantee will only be released when the amount of the advance has been fully covered by the performance of the public contract and has been the subject of invoices approved by the contracting authority. This financial guarantee must enable the contracting authority to obtain reimbursement of the advance it has paid in the event of total or partial non-performance of the public contract.

23.5. Payment of the advance may be suspended if it is found that the supplier does not comply with his contractual obligations or if they contravene the provisions of Article 7 of the Law of 17 June 2016 on public procurement.

23.6. The advance granted is charged to the amounts owed to the supplier, as follows: The first half of the advance payment shall be offset against the sums due to the supplier when

the value of the supplies performed reaches 30 per cent of the original order amount and the second half of the advance shall be offset against the sums due to the supplier when the value of the supplies performed reaches 60 per cent of the original order amount.

# 5 TECHNICAL SPECIFICATIONS

## 1. REQUIREMENTS FOR THE GOODS

**Technical requirements**

The supplies must be new and guaranteed of origin. They must be free of any flaw or defect that could harm their appearance and proper functioning. They shall conform to the technical specifications here under;

**Lot 1- AUDIO-VISUAL COURT RECORDING SYSTEM**

| No. | Item | Sub-Items | Item Specifications | Quantity |
|---|---|---|---|---|
| 1. | Audio-visual court recording system | RACK | Material: SPCC quality cold rolled steel<br>Thickness: Square hole strips 2.0mm, others 1.2mm<br>Color: RAL9004 (Signal Black)<br>Surface finish: degrease, acid pickling, rust prevention and Parkerizing, pure water cleaning, static electricity plastic painting.<br>Accessories: Power Distribution Unit, Fan, Glass door.<br>Size: 12U | 1 |
| | | USB Foot Controller | The controller functions as a programmable Human Interface Device (HID) and is compatible with major operating systems.<br>**Mechanical Specifications**<br>**Foot Switches**<br>• Number of pedals: 1 / 2 / 3 (configurable)<br>• Pedal type: Momentary action<br>• Pedal material: ABS plastic or aluminum alloy<br>• Non-slip rubber base<br>• Pedal operating force: 1.5 to 3.0 kg<br>• Mechanical life: ≥10 million operations<br>**Dimensions**<br>• Length: 200 to 350 mm<br>• Width: 120 to 180 mm<br>• Height: 35 to 60 mm<br>• Weight: 0.5 to 1.5 kg<br>**Electrical Specifications**<br>**Interface**<br>• USB 2.0 Full Speed<br>• USB Type-A connector<br>• Plug-and-play operation<br>**Operating Voltage** | 1 |

| | | | | |
|---|---|---|---|---|
| | | | • 5 VDC supplied from USB port<br>**Current Consumption**<br>• Typical: <50 mA<br>• Maximum: <100 mA<br>**Protection**<br>• Reverse polarity protection<br>• ESD protection<br>• Over-current protection<br>**Functional Specifications**<br>**Input Functions**<br>• Programmable keystrokes<br>• Multimedia controls<br>• Mouse click emulation<br>• Macro execution<br>• Shortcut commands<br>• Push-to-talk support<br>**Modes**<br>• Momentary mode<br>• Toggle mode<br>• Continuous repeat mode<br>**Programming**<br>• PC-based configuration utility<br>• Onboard memory for storing profiles<br>• Multiple user profiles<br>**Communication Protocol**<br>**USB Device Class**<br>• USB HID (Human Interface Device)<br>**Reporting**<br>• Standard keyboard reports<br>• Custom HID reports (optional)<br>• Response latency: <10 ms<br>**Environmental Specifications**<br>**Operating Conditions**<br>• Temperature: 0°C to 50°C<br>• Humidity: 10% to 90% RH non-condensing<br>**Storage Conditions**<br>• Temperature: -20°C to 70°C<br>• Humidity: 5% to 95% RH non-condensing<br>**Compatibility**<br>**Operating Systems**<br>• Microsoft Windows 10/11<br>• macOS<br>• Linux<br>• Android (OTG supported devices)<br>**Applications**<br>• Audio/video transcription<br>• Medical dictation | |

| | | | | |
|---|---|---|---|---|
| | | | • Industrial machine control<br>• Gaming<br>• Accessibility solutions<br>• Broadcast and media production<br>**Indicators**<br>• Power LED<br>• Activity/status LED<br>• Profile selection indicator (optional)<br>**Compliance**<br>• CE<br>• FCC<br>• RoHS<br>• USB-IF compliant (optional)<br>**Package Contents**<br>• USB Foot Controller<br>• USB cable (1.5 to 2.0 m)<br>• User manual<br>• Programming software download link<br>• Warranty: 1 year<br>Installation, commissioning, training | |
| | | Desktop Computer | Processor - minimum 12th generation Intel® Core™ i7 Processor<br>Windows 11 Pro 64-bit OS fully activated<br>Microsoft Office Professional 2024 licensed<br>RAM - 16 GB RAM<br>Hard drive - minimum 500GB SSD<br>Accessories - mouse and keyboard<br>Display - IPS widescreen flat-panel LED monitor (22"-27")<br>Warranty: 1 Year Full warranty | 1 |
| | | PA Speakers (Set) | Column loudspeaker<br>2NO. column loudspeaker of 20 W capacity as specified indoor type with matching transformer 100 V complete with bracket.<br>The columns speaker shall be metal case type. The system shall be complete with recommended cables of not less than 100m long.<br>Warranty : 1 year<br>• Installation, commissioning, training | 2 |
| | | Smart TV | • Diagonal Class - 65 inches Diagonal Size – minimum 54.6 inches Resolution - 3840 x 2160<br>• Display Type – LED<br>• Display Format - 4K UHD 2160p | 2 |

| | | | | |
|---|---|---|---|---|
| | | | • HDMI Port(s) – 4, Other Input(s) - 1/2 USB 3.0/2.0, 1 RF In (Antenna/Cable), 1 Component Video In, 1Composite In (AV) - shared with Component, 1 Digital Audio Out (Optical), 1 LAN, 1 RS232 (Phone Jack)<br>• Smart TV Operating System - webOS 2.0<br>• Refresh Rate - TruMotion 120Hz<br>• Speaker System - 2 Channel<br>• Other Features- Triple XD Engine, Tru-Black Control, Dolby Digital Decoder, DTS Decoder, Clear Voice II.<br>• Picture quality should have the feature below IPS Panel, ULTRA HD (3840x2160), Tru-4, Engine, Tru-4K Upscaler, Triple XD Engine, Tru-<br>• Color Generator, Tru-Black Control, 4K UHD File<br>• Playback (HEVC, VP9) and Real Cinema 24p<br>• Smart tv, webOS - webOS 2.0<br>• Processor - Quad Core<br>• Magic Remote Control Capability Natural Voice Recognition Capability Universal Control Capability, Web Browser<br>• Smart share The TV should have the Screen Share and Content Share feature Audio Speaker System 2 Channel Audio Output<br>• Power (Watts - THD 10%) 20W Sound System - ULTRA Surround the audio should also have Mono/Stereo/Dual (MTS/SAP), Dolby® Digital Decoder, DTS Decoder, Clear Voice II and Wireless Sound Sync Connectivity Built in Wi-Fi® SIMPLINK™ (HDMI™ CEC) USB Video DivX HD Photo JPEG Audio AC3(Dolby Digital), EAC3, HE-AAC, AAC, MP2, MP3, PC M, DTS, RA, WMA<br>• Inputs RF In (Antenna/Cable) 1 (Rear) Component Video In 1 (Rear)<br>• Composite In (AV) 1 (shared w/Component) HDMI® 3 (Side), USB 3.0/2.0 1 / 2 (Side) LAN 1 (Rear)RS232 1 (Side, Phone Jack) power<br>• HDMI Cable 6 meters<br>• Mounting Equipment<br>• Warranty 1 year<br>• Installation, commissioning, training | |
| | | Recorder 9 internal 4ch | • Format – NTSC<br>• Aspect Ratio- 16:9 | 1 |

| | | | | |
|---|---|---|---|---|
| | | video with rack mount kit | • Display Resolutions - 640 x 360, 1280 x 720† , 1920 x 1080, 16:9<br>• Display Output – HDMI<br>• Video Input Frames - 25, 30 29.97, 30, 59.94, 60 Digital<br>• Video Output Frames – 29.97 FPS<br>• Video Inputs – HD, SDI, HDMI<br>• Video Bitrate – 1000,1500,2000,3000,5000 kbs<br>• Protocols - Unicast/Multicast, UDP / TCP / IP / RTSP / HTTP / ASF / SFTP<br>• Dimensions - 8.63” W x 3.44”H x 11.63” D 18.84W x 8.74H x 29.54D cm<br>• LCD - 80-character display (20x4), backlight<br>• Encoding – MP4<br>• Sample Frequency - 48kHz<br>• Sample Rate - 64kbs<br>• Audio Modes - Stereo Multi-channel 6 multi-channel 8, L+R D-sub 25 Connector USB<br>• Ethernet Network - 10/100/1000 Mbps via RJ45, Static, or DHCP<br>• Input Power - 100-240 VAC, 50/60Hz & Output Power - 220W<br>• LED Light, Power on, Activity (hard disk) - System Record Not Recording/Recording Transitioning Record Paused. Device Recording - Not Recording/Recording<br>• Base Unit Requires JAV-REC9-720 License Base Unit Requires JAVS-REC9-1080 License | |
| | | 8 Channel Mixer | • Inputs - Up to 20 (Total available based on licensing)<br>• Input Type - RJ45 connector, Active Balanced<br>• Audio Input Impedance - 2.8KΩ +/-5%<br>• Maximum Input Level (balanced) - 8.2dBu (2Vrms)<br>• Input CMRR - >50dB<br>• Input Noise Floor - <=100dBu<br>• Input Crosstalk - <80dBu<br>• Input Gain Range - 120dB +20dB to -100dB<br>• Input Power - 24V +/- 10%, 0.4A max (Automatic short current protection recovery | 1 |

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|---|---|---|---|---|
| | | | • Audio BPF - 13 settings (20Hz-63Hz-100Hz-200Hz-315Hz- 500Hz 3.15kHz-4kHz- 5kHz-6.3kHz-8kHz-14kHz-20kHz)<br>• Outputs - Up to 20 (Total available based on licensing)<br>• Output Type - 3-Pin Block Terminal<br>• Output Impedance (balanced) - 110 Ω +/- 5% @ 1kHz<br>• Maximum Output Level (Balanced) - 11dBu (2.8Vrms)<br>• Output Attenuation - 100dB<br>• Signal to Noise Ratio (SNR) - >100dB (Vin=8dBu, 20Hz-20kHz, gain 0db)<br>• Frequency Response (40Hz – 16kHz) - +0/- 0.2dB (Input levels -40 ~ +8dBu, Input filters 20Hz-20kHz)<br>• Frequency Response (20Hz – 20kHz) - +0/- 2dB (Input levels -40 ~ +8dBu)<br>• THD+N - <0.005%<br>• Output Crosstalk - <80dB (@20Hz-@20kHz@8dBu)<br>• USB Type - USB 2.0<br>• Connector Type - USB Type B Female<br>• USB Input Audio Channels - 8 channels per USB<br>• USB Output Audio Channels - 16 channels per USB Full mix-minus per channel<br>• Sampling Rate - 48kHz<br>• Bit Depth - 24 bit<br>• ASIO Supported - Yes<br>• Signal to Noise Ratio (SNR) - >90dB<br>• Frequency Response (40Hz – 16kHz) - +0/- 0.2dB<br>• Frequency Response (20Hz – 20kHz) - +0/- 2dB<br>• THD+N - < 0.005%<br>• Dynamic Range - >105dB<br>• Output Crosstalk - < 80dB<br>• Dante Channels (Input Audio Channels - Up to 4 (Requires License)<br>• Output Audio Channels - Up to 4 (Requires License; Full mix-minus per channel)<br>• Sampling Rate - 48kHz<br>• Bit Depth - 24 bit | |

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|---|---|---|---|---|
| | | | • Network Connection - Dedicated 10/100 RJ45 Ethernet<br>• Audio BPF - 13 settings (20Hz-63Hz-100Hz-200Hz-315Hz-500Hz 3.15kHz-4kHz-5kHz-6.3kHz-8Hz-14kHz-20kHz)<br>• Power Button - Front panel with power status LED<br>• Factory Reset - Front panel, recessed, momentary button<br>• Status LED - Front Panel<br>• Power Voltage - 24V<br>• Power Consumption (max) - 100W<br>• External Power Supply - 100 to 240V 50/60Hz (Included, wide input power supply)<br>• External Control - Yes, via ethernet control protocol<br>• Control Connector - RJ45, 10/100 Ethernet<br>• Dimensions (WxHxD ) - 482.6x 44.45 x 309.56 mm | |
| | | Cameras with lens and Mounting bracket | • Image Sensor - 1/2.8” 2.16 Megapixel CMOS<br>• Scanning System - 16:9 Progressive<br>• Sync. System – Internal<br>• Total Resolution - 1080p 1920x1080@30fps<br>• Sensitivity - 0.1 Lux/f1.2(AGC on)<br>• S/N Ratio - More than 50db<br>• Electronic Shutter - Auto, FLK, 1/30˜1/500000, X2˜X30<br>• Lens Type - C/CS Mount w/ DC-Auto Iris<br>• Image Compensation - WDR (Wide Dynamic Range)/BLC (Back Light Compensation)/HLC (High Light Compensation)<br>• Exposure - Auto / Manual<br>• White Balance - Auto (3,000°K~8,000°K) / ATW (1,900°K~11,000°K) / Manual<br>• Day & Night System - AGC (Automatic Gain Control/ Automatic ICR Filter (auto/manual)<br>• OSD Control - 5-Axis Joystick Control<br>• Functions - Privacy Mask, Image Mirror, Digital 3D Noise Reduction, Motion Detection, Sharpness, DIS (Digital Image Stabilizer), Black and White<br>• HD-SDI (BNC) - 1920x1080p @ 30fps 1280x720p @ 60fps, 30fps<br>• CVBS (BNC) - Composite-CVBS/ NTSC or PAL | 4 |

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| | | | • Communication Method - RS-485<br>• Operation - 8 bits data, 1 stop bit, no parity, 2400~115200bps<br>• Power Consumption - Maximum 3.2W<br>• Power Supply - DC 12V<br>• Operation Temperature- 10°C~+50°C/14°F~122°F<br>• Operation Humidity - RH 85% or less<br>• Dimensions - (LxWxH) 97.31mm x 60.3mm x 50.83mm ; 3.81in x 2.374in x 2.001in | |
| | | Microphones with plexi glass | • **Flex Mic**<br>• Microphone Technology - MEMS Microphone<br>• Selectable Polar Patterns - Bidirectional (90 degrees) Supercardioid (105 degrees) Hypercardioid (110 degrees) Cardioid (120 degrees) Subcardioid (180 degrees) Omnidirectional (360 degrees)<br>• Sensitivity -14dBu<br>• Frequency Response 20Hz - 16kHz<br>• Max Acoustic Input - 100 dbSPL<br>• Audio Line Impedance - 100 Ohm/balanced<br>• Communication - EIA/RS 422 (Full Duplex)<br>• Communication Speed - 62500 baud/sec<br>• Communication Line Imped. - 100 Ohm<br>• Connector - RJ45 (T568B wiring)<br>• Power Voltage - 24VDC<br>• Power Consumption - 3W @24VDC (All LEDs on at max brightness) 1W @24VDC (All LEDs off)<br>• Cable Length - Tested to 300m using CAT5E cable<br>• Dimensions 120 x 94.5 x 32mm (4.73” x 3.72” x 1.26”)<br>• Weight 295grams<br><br>**Gooseneck Mic**<br>• Frequency Response - 20Hz - 16kHz Can be adjusted via software)<br>• Nominal Input Sensitivity - -60dBu<br>• Maximum Input Level - -12dBu<br>• Nominal Output Level - -20dBu<br>• THD - <0.05%<br>• CMRR - >-70bd | 8 |

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|---|---|---|---|---|
| | | | • Gain Boost - +20db<br>• Gain Control - +20bd- -20bd<br>• Audio Line Impedance - 100 Ohm/balanced<br>• Communication - EIA/RS 422<br>• Communication Speed - 62500 baud/sec<br>• Comm. Line Impedence - 100 Ohm/balanced<br>• Connector - RJ45<br>• Microphone Connector - 3-pin XLR (Female)<br>• Phantom Power - 19-26VDC<br>• Power Voltage - 24VDC<br>• Power Consumption - 3W@24VDC (All LEDs on max brightness) 1W@24VDC (All LEDs off)<br>• Cable Length - Tested to 300m using CAT5 cable | |
| | | Antivirus | • **Authorized Inventory:** Captures cryptographic hashes, file paths, and file attributes for all approved binaries during the initial solidification scan<br>• **Write and Ownership Protection:** Automatically locks whitelisted files on disk to prevent unauthorized modification, renaming, or deletion by standard users or processes.<br>• **Dynamic Trust Sources:** Accommodates certificate-based rules, trusted directories, and updater rules (Script-as-Updater) to manage legitimate software patches without disabling enforcement<br>• **Lockdown Mode:** Rejects the execution of any binary, script, or driver not explicitly validated against the established whitelist database<br>• **Central Administration:** Managed via the Trellix ePolicy Orchestrator (ePO) console to push global allow-lists, execute real-time event logging, and update policies across endpoints. | 1 |
| | | Autolog 8 | • The user-friendly session-logging software | 1 |
| | | UPS | • Online double-conversion UPS, 3000 VA/2400 W, single-phase 230 V, pure sine wave output, rackmount 4U, with LCD, 6 × IEC C13 and 1 × IEC C19 outlets, intelligent management slot, and support for extended battery runtime. | 1 |

| | | | | |
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| | | | • Rack mountable | |

**NOTE: LAN installation is not part of this contract and shall not be included in the offer of tenderers. However, upon award of the contract, the successful contractor shall liaise with the LAN installation team to agree on the appropriate LAN installation modalities and coordinate the necessary requirements to facilitate the successful installation and commissioning of both the LAN and audio system.**

**Lot 2- DOCUMENT SCANNERS WITH OCR SOFTWARE LICENSE**

| No. | Item | Sub-Items | Item Specifications | Quantity |
|---|---|---|---|---|
| 1. | Document scanners with OCR Software license | Document scanners with OCR Software license | **Equipment type:** Professional high-volume document scanner with both flatbed and automatic document feeder (ADF) scanning.<br>**Scanning modes:** Colour, grayscale and black-and-white scanning; automatic single-pass duplex scanning.<br>**Simplex speed:** At least 120 pages per minute (ppm) for A4 or letter documents at 200 dpi; manufacturer shall state speeds at 300 dpi.<br>**Duplex speed:** At least 240 images per minute (ipm) for A4 or letter documents at 200 dpi; manufacturer shall state speeds at 300 dpi.<br>**Optical resolution:** At least 600 dpi optical scanning resolution.<br>**ADF capacity:** At least 200 sheets of standard 75 gsm office paper.<br>**A3 support:** Ability to scan A3 documents (297 × 420 mm) using the flatbed and ADF.<br>**Long-document support:** ADF support for documents at least 297 × 850 mm, subject to manufacturer-supported operating mode.<br>**Document handling:** Support for mixed-size batches and a paper-weight range of at least 45 to | 2 |

| | | | | |
|---|---|---|---|---|
| | | | 199 gsm, or demonstrably equivalent handling capability.<br>**Multi-feed detection:** Ultrasonic or equivalent multi-feed detection with operator alert or recovery capability.<br>**Daily scanning volume:** Manufacturer-recommended daily scanning volume of at least 20,000 pages.<br>**Image processing:** Automatic deskew, auto-crop, blank-page removal and page-orientation correction.<br>**OCR:** Supplied OCR functionality capable of generating searchable PDFs and editable text; all licenses needed for normal use to be included.<br>**Output formats:** PDF, searchable PDF, PDF/A, JPEG and TIFF at minimum.<br>**Network connectivity:** Gigabit Ethernet (10/100/1000 Mbps) or better.<br>**Scanning destinations:** Ability to scan to a shared network folder and to email; scan to USB storage where supported by the proposed configuration.<br>**Computer connectivity:** USB connection or network-based driver connection for use with computers.<br>**Software compatibility:** Compatible with the procuring entity's supported Windows environment; TWAIN or ISIS driver where needed for document-management integration.<br>**User interface:** Integrated user interface allowing configuration, initiation and monitoring of scanning tasks; touchscreen or equivalent controls acceptable.<br>**Security:** Access controls where networked; encryption or equivalent safeguards for stored jobs, secure transmission and secure removal of retained scan data. | |

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|---|---|---|---|---|
| | | | **Internal processing and storage:** Sufficient onboard processing and temporary job storage for the specified duty cycle; secure storage where scan jobs are retained.<br>**Power supply:** Compatible with 220–240 V AC, 50 Hz.<br>**Included items:** All required cables, power accessories, scanning software, OCR licences and initial operational consumables.<br>**Warranty:** At least 12 months manufacturer-backed warranty covering parts and labour.<br>**After-sales service:** Availability of local or regional technical support, replacement rollers and cleaning/maintenance kits; bidder to state support arrangements.<br>**Installation and training:** Delivery, installation, network configuration, operational testing and practical orientation for designated users and administrators.<br>**Technical evidence:** Manufacturer datasheet identifying the offered make/model and evidence against each mandatory specification; bidder-completed compliance matrix.<br>**Acceptance testing:** Demonstrate A3 flatbed and ADF scans, simplex/duplex operation, mixed-size scanning, multi-feed detection, searchable PDF output and network scanning. | |

**Note**

Depending on its operational needs and available budget, Enabel may purchase either one (1) or two (2) scanners. If two (2) scanners are purchased, one (1) shall be delivered to the Industrial Court Offices in Kampala, and the other (1) shall be delivered to the Industrial Court Offices in Fort Portal City. If only one (1) scanner is purchased, Enabel shall communicate the delivery location to the successful bidder at the time of contract award.

Bidders shall state the unit price for each scanner separately in their financial offers, inclusive of delivery, installation and commissioning charges, and shall clearly indicate the total price for two (2) scanners. Enabel

shall determine the final quantity to be purchased prior to contract award and communicate it to the successful bidder at the time of contract award or issuance of the award notification letter.

The scanners should include automatic document feeding, double-feed detection, deskew, auto-crop, blank page removal, background clean-up, text enhancement, and image quality correction. The scanners should support shared office use and be suitable for digitising case files, rulings, pleadings, correspondence, administrative records, and other court documents.

**OCR Software Requirements**

Each scanner shall be supplied with a compatible OCR software licence or OCR-capable software package.

| Requirement Area | Minimum Requirement |
|---|---|
| Quantity | 2 licences |
| OCR output | Searchable PDF |
| Text recognition | Required |
| Batch processing | Required |
| Indexing support | Basic indexing |
| Export formats | PDF, Word, Excel, TIFF |
| Scanner compatibility | Required |
| Licence type | Genuine licence |
| User documentation | Required |
| Activation support | Required |
| Duplex Document Scanner | Required |

The OCR software should support conversion of scanned documents into searchable and machine-readable files. It should support basic document naming, indexing, and export workflows. Where OCR is bundled with the scanner, the vendor shall clearly state the scope of the bundled licence. Where the bundled OCR is limited, the vendor shall provide a compatible full OCR licence or upgrade option.

**Software and Integration Requirements**

The scanners and OCR software should be compatible with commonly used Windows-based office environments. They should support integration with existing or future document management systems through standard scanner drivers or application interfaces.

The supplier shall confirm compatibility with TWAIN, ISIS or WIA drivers. The supplier shall also confirm whether the scanners support network scanning, shared use, scan-to-folder workflows, and secure access controls.

## 2. REQUIREMENTS FOR THE ANCILLARY SERVICES

**Lot 1- AUDIO-VISUAL COURT RECORDING SYSTEM**

The service provider shall undertake all tasks necessary to deploy a functional courtroom audio-visual recording system at the Industrial Court Fort Portal Branch.

**1. Supply of Courtroom Audio-Visual Recording Equipment**

The service provider shall supply equipment required for a complete and functional courtroom recording setup.

**2. Installation and Configuration**

The service provider shall install, configure and Commission Services including structured cabling and connectivity to the courtroom recording system. The installation shall ensure that the system is practical for courtroom use and does not disrupt court operations.

**3. Testing and Commissioning**

The service provider shall test and commission the system before handover. Testing shall cover:

- Audio quality from all microphone points.
- Video quality from all cameras.
- Synchronization of audio and video.
- Recording, pausing, stopping, saving, and retrieving proceedings.
- Playback quality.
- Export of recordings.
- Display and speaker functionality.
- User access and administrator controls.
- Basic fault recovery and troubleshooting.
- System performance under normal courtroom conditions.
- The system should be configured to enable Judicial officers, particularly those stationed far from their duty station to access and utilize tele services such as Zoom for virtual court hearings, meetings, and other official engagements

Any defects identified during testing shall be corrected before final commissioning. The system shall only be handed over after successful user acceptance testing by the Industrial Court and Enabel.

**4. Recording Management and Transcription Support**

The service provider shall provide practical guidance on how recorded proceedings should be managed. This shall include:

- File naming conventions for recorded proceedings.
- Storage and retrieval procedures.
- Secure backup recommendations.
- Export procedures for transcription, review, or administrative use.
- Access control for sensitive recordings.

- Recommended workflow for moving from manual note-taking to digitally supported recording.
- Guidance on how recordings can support transcription and official court record preparation.
- The service provider should provide a soft copy of a training manual, including installation/ configuration manual of JAVS

**5. Training and Knowledge Transfer**

The service provider shall provide hands-on training to relevant users, including judges, registrars, clerks, ICT staff, and other designated court personnel.

**6. Warranty, Support, and Maintenance**

The service provider shall provide warranty, support, and maintenance services after installation. This shall include:

- Warranty for supplied equipment.
- Software license support.
- Preventive maintenance.
- Troubleshooting and repair support.
- Response and escalation procedures for faults.
- Documentation of incidents and resolutions.
- Remote or onsite support where applicable.
- Support during the stabilization period after commissioning.

**Lot 2- DOCUMENT SCANNERS WITH OCR SOFTWARE LICENSE**

The assignment will cover the procurement, delivery, installation support, configuration support, and handover of high-volume document scanners and compatible OCR software license including.

1. Procurement of 2 high-volume document scanners.
2. Procurement or provision of 2 compatible OCR software licences.
3. Supply of all required accessories, cables, power adapters, installation media, and user documentation.
4. Verification that the scanners are compatible with the supplied OCR software.
5. Delivery of the scanners and software licences to the Industrial Court.
6. Installation support and basic configuration of the scanners and OCR software.
7. Basic orientation of selected Industrial Court staff on scanner use, OCR use, and routine care.

**Installation, Configuration and Orientation**

The supplier shall support installation and basic configuration of the scanners and OCR software. This shall include connecting the scanners, installing drivers, activating software licences, testing OCR output, and demonstrating basic workflows to selected Industrial Court staff.

The orientation shall cover:

1. Scanner operation.
2. Batch scanning.
3. Duplex scanning.
4. Creating searchable PDFs.
5. Naming and saving scanned files.
6. Basic image clean-up.
7. Safe handling of documents.
8. Routine cleaning and maintenance.
9. Basic troubleshooting.

# 6 SELECTION FILE

## ECONOMIC AND FINANCIAL CAPACITY

### 1. MINIMUM TURNOVER

**Financial Statement**

The tenderer must complete the following table of financial data based on his/her annual accounts.

| Financial data | Year 3 in € or NC | Year 2 in € or NC | Year 1 in € or NC | Average in € or NC |
|---|---|---|---|---|
| Annual turnover, excluding this contract | | | | |

The tenderer must submit his/her approved financial statements (audited books) for the last three financial years, or an appropriate supporting document, such as a document listing all assets and liabilities of the enterprise. In case the enterprise has not yet published its Financial Statements, an interim balance certified true by an accountant or by a registered auditor or by the person or body with this function in the country concerned will do.

## TECHNICAL AND PROFESSIONAL APTITUDE

### 2. LIST OF MAIN SIMILAR ASSIGNMENTS

| Description of the similar assignment totally performed | Location | Amount involved | Completed date in the last 3 years (only totally performed assignments) | Name of the public or private bodies |
|---|---|---|---|---|
| | | | | |
| | | | | |

**Certificates of completion**

For each of the assignment listed, the tenderer annexes to this form the certificates of completion/acceptance (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices…) approved by the entity which awarded the contract.

### 3. SUBCONTRACTING

The tenderer must provide a description of the part of the contract that the service provider may wish to subcontract.

# 7 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

**Administrative proposal**

- Identification form Natural person (ID photocopy)
- Legal identification form
- Financial Identification Form
- Declaration on honour - Exclusion grounds
- Integrity form
- Certificate of VAT registration (as applicable)
- Certificate of incorporation (as applicable)
- Articles of association (as applicable)
- Power of Attorney (The statutes and any other document required to establish the power of attorney of the signer(s))
- List of subcontractors

Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.

**Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:**

- Identification forms
- Financial Identification Form signed by all participants
- Declaration on honour - Exclusion grounds
- Integrity form
- Certificate of VAT registration (as applicable)
- Certificate of incorporation (as applicable)
- Articles of association (as applicable)
- Power of Attorney (The statutes and any other document required to establish the power of attorney of the signer(s))
- The association agreement signed by each participant, clearly showing who represents the association

**Technical Proposal**

The technical proposal may be presented in free format but shall include a technical offer that corresponds to the requirements of this tender document. The tenderer shall include original product brochures for all items that clearly specify the brand name and model number offered in a way that allows fair comparison of offers. The tenderer shall also include the Manufacturer's Authorization letters for all equipment.

**Financial Proposal**

The tenderer shall use the financial offer form attached to this tender document.

# 8 FORMS

## 1. IDENTIFICATION FORM

### Identification form Natural person

**This form must be completed, signed and accompanied by a legible photocopy of the identity document.**

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

| I. PERSONAL DATA | |
|---|---|
| FAMILY NAME(S)<br>*As indicated on the official document.* | |
| FIRST NAME(S)<br>*As indicated on the official document.* | |
| DATE OF BIRTH<br>*DD MM YYYY* | |
| PLACE OF BIRTH<br>*(town, village)* | |
| TYPE OF IDENTITY DOCUMENT<br>*(identity card, passport, driving licence etc.)* | |
| ISSUING COUNTRY | |
| IDENTITY DOCUMENT NUMBER | |
| ADDRESS (permanent)<br>*Street+ P.O. Box*<br>*Postal code*<br>*City, Region/Province*<br>*Country* | |
| TELEPHONE NUMBER | |
| E-MAIL | |
| **II. BUSINESS DATA** | |
| PLEASE SPECIFY YOUR STATUS: | ☐ Duly registered independent<br>☐ Unregistered self-employed (no official formalisation)<br>☐ other (please specify):<br>..... |

| | |
|---|---|
| | ..... |
| REGISTRATION NUMBER (if applicable) | |
| VAT NUMBER (if applicable) | |
| PLACE OF REGISTRATION (if applicable) | |
| COUNTRY | |
| DATE<br>*DD MM YYYY* | SIGNATURE |

Enabel

# Identification form Legal person

**This form must be completed, signed and accompanied by a copy of the official documents (articles of association, trade register(s), extract from the publication in the official gazette or VAT registration) substantiating the information given.**

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

## PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

| | |
|---|---|
| OFFICIAL NAME<br>*As indicated on the official document.* | |
| COMMERCIAL NAME<br>*(if different from official name)* | |
| ABBREVIATION *(if applicable)* | |
| LEGAL FORM | |
| TYPE OF ORGANISATION<br>*(Delete as appropriate)* | - FOR PROFIT<br>- NOT FOR PROFIT<br>- NGO |
| PRINCIPAL REGISTRATION NUMBER | |
| SECONDARY REGISTRATION NUMBER *(if applicable)* | |
| PLACE OF REGISTRATION<br>*City*<br>*Country* | |
| DATE OF REGISTRATION<br>*DD MM YYYY* | |
| VAT NUMBER | |

| | |
|---|---|
| ADDRESS OF REGISTERED OFFICE<br>*Street+ P.O. Box*<br>*Postal code*<br>*City, Region/Province*<br>*Country* | |
| TELEPHONE NUMBER | |
| E-MAIL | |
| DATE<br>*DD MM YYYY* | SIGNATURE OF AUTHORISED REPRESENTATIVE |



# Identification form Public actor - entity

**This form must be completed, signed and accompanied by a copy of the official documents (law, resolution, trade register(s), official gazette, VAT registration etc) substantiating the information given.**

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

| | |
|---|---|
| OFFICIAL NAME<br>*As indicated on the official document.* | |
| ABBREVIATION *(if applicable)* | |
| LEGAL FORM | |
| PRINCIPAL REGISTRATION NUMBER | |
| SECONDARY REGISTRATION NUMBER *(if applicable)* | |
| PLACE OF REGISTRATION<br>*City*<br>*Country* | |
| DATE OF REGISTRATION<br>*DD MM YYYY* | |
| VAT NUMBER | |
| ADDRESS OF REGISTERED OFFICE<br>*Street+ P.O. Box*<br>*Postal code*<br>*City, Region/Province*<br>*Country* | |

| | |
|---|---|
| TELEPHONE NUMBER | |
| E-MAIL | |
| DATE<br>*DD MM YYYY* | SIGNATURE OF AUTHORISED REPRESENTATIVE |

# Financial identification form

| **BANKING DETAILS** | |
|---|---|
| ACCOUNT NAME [1] | |
| IBAN/ACCOUNT NUMBER[2] | |
| CURRENCY | |
| BIC/SWIFT CODE | |
| BANK NAME | |

| **ADDRESS Of BANK BRANCH** | | |
|---|---|---|
| STREET & NUMBER | | |
| TOWN/CITY | POST CODE | |
| COUNTRY | | |

| **ACCOUNT HOLDER'S DATA**<br>AS DECLARED TO THE BANK | | |
|---|---|---|
| ACCOUNT HOLDER | | |
| STREET & NUMBER | | |
| TOWN/CITY | POST CODE | |
| COUNTRY | | |

| SIGNATURE OF ACCOUNT HOLDER (Obligatory) | DATE (Obligatory) |
|---|---|
| | |

## 2. LIST OF SUBCONTRACTORS

I (we) declare that the share of the public contract to be subcontracted is as indicated below.

| **List of subcontractors planned to be engaged in the implementation of the contracts** | | | |
|---|---|---|---|
| **Name and legal form** | **Address / Registered office** | **Object of engagement** | **LOT in which will be engaged *(if applicable)*** |
| | | | |
| | | | |
| | | | |

2.1. Any change of subcontractor compared to those indicated in the tender submitted will be submitted for approval to the contracting authority before intervention in contract performance, in particular in order to verify that the latter has the required capacity and does not subject to a reason for exclusion (Art. 73 – the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors; Art. 12-13 – Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts).

## 3. TENDER FORM - PRICES

**Tender Form- Lot 1**

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value added tax is dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's value.

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in **Euros** and exclusive of VAT: Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender. In order to correctly compare the tenders, the duly signed information or documents mentioned under preparation of Tenders.

| No. | Item | Sub-Items | Item Specifications | Quantity | Unit price in euros excl. VAT | Total unit price in euros excl. VAT |
|---|---|---|---|---|---|---|
| 1. | Audio-visual court recording system | RACK | Material: SPCC quality cold rolled steel<br>Thickness: Square hole strips 2.0mm, others 1.2mm<br>Color: RAL9004 (Signal Black)<br>Surface finish: degrease, acid pickling, rust prevention and Parkerizing, pure water cleaning, static electricity plastic painting.<br>Accessories: Power Distribution Unit, Fan, Glass door.<br>Size: 12U | 1 | € | € |
| | | USB Foot Controller | The controller functions as a programmable Human Interface Device (HID) and is compatible with major operating systems.<br>**Mechanical Specifications** | 1 | € | € |

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| | | | **Foot Switches**<br>• Number of pedals: 1 / 2 / 3 (configurable)<br>• Pedal type: Momentary action<br>• Pedal material: ABS plastic or aluminum alloy<br>• Non-slip rubber base<br>• Pedal operating force: 1.5 to 3.0 kg<br>• Mechanical life: ≥10 million operations<br>**Dimensions**<br>• Length: 200 to 350 mm<br>• Width: 120 to 180 mm<br>• Height: 35 to 60 mm<br>• Weight: 0.5 to 1.5 kg<br>**Electrical Specifications**<br>**Interface**<br>• USB 2.0 Full Speed<br>• USB Type-A connector<br>• Plug-and-play operation<br>**Operating Voltage**<br>• 5 VDC supplied from USB port<br>**Current Consumption**<br>• Typical: <50 mA<br>• Maximum: <100 mA<br>**Protection**<br>• Reverse polarity protection<br>• ESD protection<br>• Over-current protection<br>**Functional Specifications**<br>**Input Functions**<br>• Programmable keystrokes<br>• Multimedia controls<br>• Mouse click emulation<br>• Macro execution<br>• Shortcut commands<br>• Push-to-talk support<br>**Modes**<br>• Momentary mode<br>• Toggle mode<br>• Continuous repeat mode<br>**Programming**<br>• PC-based configuration utility<br>• Onboard memory for storing profiles<br>• Multiple user profiles<br>**Communication Protocol**<br>**USB Device Class**<br>• USB HID (Human Interface Device)<br>**Reporting**<br>• Standard keyboard reports<br>• Custom HID reports (optional) | | | |

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| | | | • Response latency: <10 ms<br>**Environmental Specifications**<br>**Operating Conditions**<br>• Temperature: 0°C to 50°C<br>• Humidity: 10% to 90% RH non-condensing<br>**Storage Conditions**<br>• Temperature: -20°C to 70°C<br>• Humidity: 5% to 95% RH non-condensing<br>**Compatibility**<br>**Operating Systems**<br>• Microsoft Windows 10/11<br>• macOS<br>• Linux<br>• Android (OTG supported devices)<br>**Applications**<br>• Audio/video transcription<br>• Medical dictation<br>• Industrial machine control<br>• Gaming<br>• Accessibility solutions<br>• Broadcast and media production<br>**Indicators**<br>• Power LED<br>• Activity/status LED<br>• Profile selection indicator (optional)<br>**Compliance**<br>• CE<br>• FCC<br>• RoHS<br>• USB-IF compliant (optional)<br>**Package Contents**<br>• USB Foot Controller<br>• USB cable (1.5 to 2.0 m)<br>• User manual<br>• Programming software download link<br>• Warranty: 1 year<br>• Installation, commissioning, training | | | |
| | | Desktop Computer | Processor - minimum 12th generation Intel® Core™ i7 Processor<br>Windows 11 Pro 64-bit OS fully activated<br>Microsoft Office Professional 2024 licensed<br>RAM - 16 GB RAM<br>Hard drive - minimum 500GB SSD<br>Accessories - mouse and keyboard | 1 | € | € |

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| | | | Display - IPS widescreen flat-panel LED monitor (22"-27")<br>Warranty: 1 Year Full warranty | | | |
| | | PA Speakers (Set) | Column loudspeaker<br>2NO. column loudspeaker of 20 W capacity as specified indoor type with matching transformer 100 V complete with bracket.<br>The columns speaker shall be metal case type. The system shall be complete with recommended cables of not less than 100m long.<br>Warranty : 1 year<br>• Installation, commissioning, training | 2 | € | € |
| | | Smart TV | • Diagonal Class - 65 inches Diagonal Size – minimum 54.6 inches Resolution - 3840 x 2160<br>• Display Type – LED<br>• Display Format - 4K UHD 2160p<br>• HDMI Port(s) – 4, Other Input(s) - 1/2 USB 3.0/2.0, 1 RF In (Antenna/Cable), 1 Component Video In, 1Composite In (AV) - shared with Component, 1 Digital Audio Out (Optical), 1 LAN, 1 RS232 (Phone Jack)<br>• Smart TV Operating System - webOS 2.0<br>• Refresh Rate - TruMotion 120Hz<br>• Speaker System - 2 Channel<br>• Other Features- Triple XD Engine, Tru-Black Control, Dolby Digital Decoder, DTS Decoder, Clear Voice II.<br>• Picture quality should have the feature below IPS Panel, ULTRA HD (3840x2160), Tru-4, Engine, Tru-4K Upscaler, Triple XD Engine, Tru-<br>• Color Generator, Tru-Black Control, 4K UHD File<br>• Playback (HEVC, VP9) and Real Cinema 24p<br>• Smart tv, webOS - webOS 2.0<br>• Processor - Quad Core<br>• Magic Remote Control Capability Natural Voice Recognition Capability | 2 | € | € |

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| | | | Universal Control Capability, Web Browser<br>• Smart share The TV should have the Screen Share and Content Share feature Audio Speaker System 2 Channel Audio Output<br>• Power (Watts - THD 10%) 20W Sound System - ULTRA Surround the audio should also have Mono/Stereo/Dual (MTS/SAP), Dolby® Digital Decoder, DTS Decoder, Clear Voice II and Wireless Sound Sync Connectivity Built in Wi-Fi® SIMPLINK™ (HDMI™ CEC) USB Video DivX HD Photo JPEG Audio AC3(Dolby Digital), EAC3, HE-AAC, AAC, MP2, MP3, PC M, DTS, RA, WMA<br>• Inputs RF In (Antenna/Cable) 1 (Rear) Component Video In 1 (Rear)<br>• Composite In (AV) 1 (shared w/Component) HDMI® 3 (Side), USB 3.0/2.0 1 / 2 (Side) LAN 1 (Rear)RS232 1 (Side, Phone Jack) power<br>• HDMI Cable 6 meters<br>• Mounting Equipment<br>• Warranty 1 year<br>• Installation, commissioning, training | | | |
| | | Recorder 9 internal 4ch video with rack mount kit | • Format – NTSC<br>• Aspect Ratio- 16:9<br>• Display Resolutions - 640 x 360, 1280 x 720† , 1920 x 1080, 16:9<br>• Display Output – HDMI<br>• Video Input Frames - 25, 30 29.97, 30, 59.94, 60 Digital<br>• Video Output Frames – 29.97 FPS<br>• Video Inputs – HD, SDI, HDMI<br>• Video Bitrate – 1000,1500,2000,3000,5000 kbs<br>• Protocols - Unicast/Multicast, UDP / TCP / IP / RTSP / HTTP / ASF / SFTP<br>• Dimensions - 8.63” W x 3.44”H x 11.63” D 18.84W x 8.74H x 29.54D cm | 1 | € | € |

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| | | | • LCD - 80-character display (20x4), backlight<br>• Encoding – MP4<br>• Sample Frequency - 48kHz<br>• Sample Rate - 64kbs<br>• Audio Modes - Stereo Multi-channel 6 multi-channel 8, L+R D-sub 25 Connector USB<br>• Ethernet Network - 10/100/1000 Mbps via RJ45, Static, or DHCP<br>• Input Power - 100-240 VAC, 50/60Hz & Output Power - 220W<br>• LED Light, Power on, Activity (hard disk) - System Record Not Recording/Recording Transitioning Record Paused. Device Recording - Not Recording/Recording<br>• Base Unit Requires JAV-REC9-720 License Base Unit Requires JAVS-REC9-1080 License | | | |
| | | 8 Channel Mixer | • Inputs - Up to 20 (Total available based on licensing)<br>• Input Type - RJ45 connector, Active Balanced<br>• Audio Input Impedance - 2.8KΩ +/-5%<br>• Maximum Input Level (balanced) - 8.2dBu (2Vrms)<br>• Input CMRR - >50dB<br>• Input Noise Floor - <=100dBu<br>• Input Crosstalk - <80dBu<br>• Input Gain Range - 120dB +20dB to -100dB<br>• Input Power - 24V +/- 10%, 0.4A max (Automatic short current protection recovery<br>• Audio BPF - 13 settings (20Hz-63Hz-100Hz-200Hz-315Hz-500Hz 3.15kHz-4kHz- 5kHz-6.3kHz-8kHz-14kHz-20kHz)<br>• Outputs - Up to 20 (Total available based on licensing)<br>• Output Type - 3-Pin Block Terminal<br>• Output Impedance (balanced) - 110 Ω +/-5% @ 1kHz<br>• Maximum Output Level (Balanced) - 11dBu (2.8Vrms)<br>• Output Attenuation - 100dB | 1 | € | € |

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| | | | • Signal to Noise Ratio (SNR) - >100dB (Vin=8dBu, 20Hz-20kHz, gain 0db)<br>• Frequency Response (40Hz – 16kHz) - +0/-0.2dB (Input levels -40 ~ +8dBu, Input filters 20Hz-20kHz)<br>• Frequency Response (20Hz – 20kHz) - +0/-2dB (Input levels -40 ~ +8dBu)<br>• THD+N - <0.005%<br>• Output Crosstalk - <80dB (@20Hz-@20kHz@8dBu)<br>• USB Type - USB 2.0<br>• Connector Type - USB Type B Female<br>• USB Input Audio Channels - 8 channels per USB<br>• USB Output Audio Channels - 16 channels per USB Full mix-minus per channel<br>• Sampling Rate - 48kHz<br>• Bit Depth - 24 bit<br>• ASIO Supported - Yes<br>• Signal to Noise Ratio (SNR) - >90dB<br>• Frequency Response (40Hz – 16kHz) - +0/-0.2dB<br>• Frequency Response (20Hz – 20kHz) - +0/-2dB<br>• THD+N - < 0.005%<br>• Dynamic Range - >105dB<br>• Output Crosstalk - < 80dB<br>• Dante Channels (Input Audio Channels - Up to 4 (Requires License)<br>• Output Audio Channels - Up to 4 (Requires License; Full mix-minus per channel)<br>• Sampling Rate- 48kHz<br>• Bit Depth - 24 bit<br>• Network Connection - Dedicated 10/100 RJ45 Ethernet<br>• Audio BPF - 13 settings (20Hz-63Hz-100Hz-200Hz-315Hz-500Hz 3.15kHz-4kHz-5kHz-6.3kHz-8Hz-14kHz-20kHz)<br>• Power Button - Front panel with power status LED<br>• Factory Reset - Front panel, recessed, momentary button | | | |

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| | | | • Status LED - Front Panel<br>• Power Voltage - 24V<br>• Power Consumption (max) - 100W<br>• External Power Supply - 100 to 240V 50/60Hz (Included, wide input power supply)<br>• External Control - Yes, via ethernet control protocol<br>• Control Connector - RJ45, 10/100 Ethernet<br>• Dimensions (WxHxD) - 482.6x 44.45 x 309.56 mm | | | |
| | | Cameras with lens and Mounting bracket | • Image Sensor - 1/2.8" 2.16 Megapixel CMOS<br>• Scanning System - 16:9 Progressive<br>• Sync. System – Internal<br>• Total Resolution - 1080p 1920x1080@30fps<br>• Sensitivity - 0.1 Lux/f1.2(AGC on)<br>• S/N Ratio - More than 50db<br>• Electronic Shutter - Auto, FLK, 1/30˜1/500000, X2˜X30<br>• Lens Type - C/CS Mount w/ DC-Auto Iris<br>• Image Compensation - WDR (Wide Dynamic Range)/BLC (Back Light Compensation)/HLC (High Light Compensation)<br>• Exposure - Auto / Manual<br>• White Balance - Auto (3,000°K~8,000°K) / ATW (1,900°K~11,000°K) / Manual<br>• Day & Night System - AGC (Automatic Gain Control/ Automatic ICR Filter (auto/manual)<br>• OSD Control - 5-Axis Joystick Control<br>• Functions - Privacy Mask, Image Mirror, Digital 3D Noise Reduction, Motion Detection, Sharpness, DIS (Digital Image Stabilizer), Black and White<br>• HD-SDI (BNC) - 1920x1080p @ 30fps 1280x720p @ 60fps, 30fps<br>• CVBS (BNC) - Composite-CVBS/ NTSC or PAL | 4 | € | € |

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| | | | • Communication Method - RS-485<br>• Operation - 8 bits data, 1 stop bit, no parity, 2400~115200bps<br>• Power Consumption - Maximum 3.2W<br>• Power Supply - DC 12V<br>• Operation Temperature- 10°C~+50°C/14°F~122°F<br>• Operation Humidity - RH 85% or less<br>• Dimensions - (LxWxH) 97.31mm x 60.3mm x 50.83mm ; 3.81in x 2.374in x 2.001in | | | |
| | | Microphones with plexi glass | • **Flex Mic**<br>• Microphone Technology - MEMS Microphone<br>• Selectable Polar Patterns - Bidirectional (90 degrees) Supercardioid (105 degrees) Hypercardioid (110 degrees) Cardioid (120 degrees) Subcardioid (180 degrees) Omnidirectional (360 degrees)<br>• Sensitivity -14dBu<br>• Frequency Response 20Hz - 16kHz<br>• Max Acoustic Input - 100 dbSPL<br>• Audio Line Impedance - 100 Ohm/balanced<br>• Communication - EIA/RS 422 (Full Duplex)<br>• Communication Speed - 62500 baud/sec<br>• Communication Line Imped. - 100 Ohm<br>• Connector - RJ45 (T568B wiring)<br>• Power Voltage - 24VDC<br>• Power Consumption - 3W @24VDC (All LEDs on at max brightness) 1W @24VDC (All LEDs off )<br>• Cable Length - Tested to 300m using CAT5E cable<br>• Dimensions 120 x 94.5 x 32mm (4.73” x 3.72” x 1.26”)<br>• Weight 295grams<br><br>**Gooseneck Mic** | 8 | € | € |

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| | | | • Frequency Response - 20Hz - 16kHz Can be adjusted via software)<br>• Nominal Input Sensitivity - -60dBu<br>• Maximum Input Level - -12dBu<br>• Nominal Output Level - -20dBu<br>• THD - <0.05%<br>• CMRR - >-70bd<br>• Gain Boost - +20db<br>• Gain Control - +20bd- -20bd<br>• Audio Line Impedance - 100 Ohm/balanced<br>• Communication - EIA/RS 422<br>• Communication Speed - 62500 baud/sec<br>• Comm. Line Impedence - 100 Ohm/balanced<br>• Connector - RJ45<br>• Microphone Connector - 3-pin XLR (Female)<br>• Phantom Power - 19-26VDC<br>• Power Voltage - 24VDC<br>• Power Consumption - 3W@24VDC (All LEDs on max brightness) 1W@24VDC (All LEDs off)<br>• Cable Length - Tested to 300m using CAT5 cable | | | |
| | | Antivirus | • **Authorized Inventory:** Captures cryptographic hashes, file paths, and file attributes for all approved binaries during the initial solidification scan<br>• **Write and Ownership Protection:** Automatically locks whitelisted files on disk to prevent unauthorized modification, renaming, or deletion by standard users or processes.<br>• **Dynamic Trust Sources:** Accommodates certificate-based rules, trusted directories, and updater rules (Script-as-Updater) to manage legitimate software patches without disabling enforcement<br>• **Lockdown Mode:** Rejects the execution of any binary, script, or driver not explicitly | 1 | € | € |

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| | | | validated against the established whitelist database<br>• **Central Administration:** Managed via the Trellix ePolicy Orchestrator (ePO) console to push global allow-lists, execute real-time event logging, and update policies across endpoints. | | | |
| | | Autolog 8 | • This user-friendly session-logging software | 1 | € | € |
| | | UPS | • Online double-conversion UPS, 3000 VA/2400 W, single-phase 230 V, pure sine wave output, rackmount 4U, with LCD, 6 × IEC C13 and 1 × IEC C19 outlets, intelligent management slot, and support for extended battery runtime.<br>• Rack mountable | 1 | € | € |
| Total price in euros excl. VAT | | | | | | |
| VAT percentage (if applicable) | | | | | | |

By (Name of entity): ……

Represented by (Full name): …….

Signature of authorised representative: ……

Date: ……

**Tender Form- Lot 2**

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value added tax is dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's value.

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in **Euros** and exclusive of VAT: Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender. In order to correctly compare the tenders, the duly signed information or documents mentioned under preparation of Tenders.

| No. | Item | Sub-Items | Item Specifications | Quantity | Unit price in euros excl. VAT | Total unit price in euros excl. VAT |
|---|---|---|---|---|---|---|
| 1. | Document scanners with OCR Software license | Document scanners with OCR Software license | **Equipment type:** Professional high-volume document scanner with both flatbed and automatic document feeder (ADF) scanning.<br>**Scanning modes:** Colour, grayscale and black-and-white scanning; automatic single-pass duplex scanning.<br>**Simplex speed:** At least 120 pages per minute (ppm) for A4 or letter documents at 200 dpi; manufacturer shall state speeds at 300 dpi. | 2 | € | € |

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| | | | **Duplex speed:** At least 240 images per minute (ipm) for A4 or letter documents at 200 dpi; manufacturer shall state speeds at 300 dpi.<br>**Optical resolution:** At least 600 dpi optical scanning resolution.<br>**ADF capacity:** At least 200 sheets of standard 80 gsm office paper.<br>**A3 support:** Ability to scan A3 documents (297 × 420 mm) using the flatbed and ADF.<br>**Long-document support:** ADF support for documents at least 297 × 850 mm, subject to manufacturer-supported operating mode.<br>**Document handling:** Support for mixed-size batches and a paper-weight range of at least 50 to 200 gsm, or demonstrably equivalent handling capability.<br>**Multi-feed detection:** Ultrasonic or equivalent multi-feed detection with operator alert or recovery capability.<br>**Daily scanning volume:** Manufacturer-recommended daily scanning volume of at least 20,000 pages.<br>**Image processing:** Automatic deskew, auto-crop, blank-page removal and page-orientation correction.<br>**OCR:** Supplied OCR functionality capable of generating searchable PDFs and editable text; all licences needed for normal use to be included.<br>**Output formats:** PDF, searchable PDF, PDF/A, JPEG and TIFF at minimum. | | | |

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| | | | **Network connectivity:** Gigabit Ethernet (10/100/1000 Mbps) or better.<br>**Scanning destinations:** Ability to scan to a shared network folder and to email; scan to USB storage where supported by the proposed configuration.<br>**Computer connectivity:** USB connection or network-based driver connection for use with computers.<br>**Software compatibility:** Compatible with the procuring entity's supported Windows environment; TWAIN or ISIS driver where needed for document-management integration.<br>**User interface:** Integrated user interface allowing configuration, initiation and monitoring of scanning tasks; touchscreen or equivalent controls acceptable.<br>**Security:** Access controls where networked; encryption or equivalent safeguards for stored jobs, secure transmission and secure removal of retained scan data.<br>**Internal processing and storage:** Sufficient onboard processing and temporary job storage for the specified duty cycle; secure storage where scan jobs are retained.<br>**Power supply:** Compatible with 220–240 V AC, 50 Hz.<br>**Included items:** All required cables, power accessories, scanning software, OCR licences and initial operational consumables. | | | |

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| | | | **Warranty:** At least 12 months manufacturer-backed warranty covering parts and labour.<br>**After-sales service:** Availability of local or regional technical support, replacement rollers and cleaning/maintenance kits; bidder to state support arrangements.<br>**Installation and training:** Delivery, installation, network configuration, operational testing and practical orientation for designated users and administrators.<br>**Technical evidence:** Manufacturer datasheet identifying the offered make/model and evidence against each mandatory specification; bidder-completed compliance matrix.<br>**Acceptance testing:** Demonstrate A3 flatbed and ADF scans, simplex/duplex operation, mixed-size scanning, multi-feed detection, searchable PDF output and network scanning. | | | |
| Total price in euros excl. VAT | | | | | | |
| VAT percentage (if applicable) | | | | | | |

**Note**

Depending on its operational needs and available budget, Enabel may purchase either one (1) or two (2) scanners. If two (2) scanners are purchased, one (1) shall be delivered to the Industrial Court Offices in Kampala, and the other (1) shall be delivered to the Industrial Court Offices in Fort Portal City. If only one (1) scanner is purchased, Enabel shall communicate the delivery location to the successful bidder at the time of contract award.

Bidders shall state the unit price for each scanner separately in their financial offers, inclusive of delivery, installation and commissioning charges, and shall clearly indicate the total price for two (2) scanners. Enabel shall determine the final quantity to be purchased prior to contract award and communicate it to the successful bidder at the time of contract award or issuance of the award notification letter.

By (Name of entity): ……

Represented by (Full name): …….

Signature of authorised representative: ……

Date: ……

## 4. DECLARATION ON HONOUR - EXCLUSION GROUNDS

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer/beneficiary/partner/co-contractor declare that the tenderer is not in any of the following cases of exclusion:

** Please tick the boxes to confirm each situation*

☐ **The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**

a. Participation in a criminal organization;
b. Corruption;
c. Fraud;
d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;
e. Money laundering or terrorism financing;
f. Child labor and other forms of trafficking in human beings;
g. Employment of third-country nationals in illegal residence;
h. Creation of offshore companies.

☐ **The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.**

☐ **The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.**

☐ **The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**

a. Breach of Enabel's policy on sexual exploitation and abuse;
b. Breach of Enabel's policy on fraud and corruption risk management;
c. Violation of local legislation concerning sexual harassment at work;
d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;
e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

**Regarding conflict of interest:**

*Please tick the applicable box*

☐ The counterparty or its directors have no actual or potential conflict of interest, no real or potential business or family relationship, nor appear to have such, with any member of Enabel's Board, personnel, or others involved in tender preparation, selection, or contract execution.

**or**

- ☐ The counterparty informs Enabel of any actual, potential, or reasonably perceived conflict of interest that may affect or appear to affect impartiality in the procurement, granting, selection, or contract execution process.

  ➔ *A detailed description of any such conflicts, including nature and persons involved, will be annexed to this declaration.*

- ☐ **The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**

- ☐ **The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.**

- ☐ **The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium , as well as The successful tenderer shall be required to provide the following documents before award • Tax Clearance Certificate (e.g.; URA, as applicable) • Social Security Contribution Clearance (e.g., NSSF as applicable) • An extract from the criminal record in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons (ex. certificate of good conduct from Interpol);.**

**I/we commit to promptly inform Enabel of any change in the above points, including sanctions or embargo measure adopted by the United Nations, the European Union and/or Belgium occurring after our signature of this Declaration.**

| | | | |
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| **Done at:** | | **Date:** | |
| **By (Name of entity):** | | Represented by (Full name) | |
| **Signature of authorised representative:** | | | |

## 5. INTEGRITY STATEMENT FOR THE TENDERERS

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare the following:

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves of for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anticorruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

If above-mentioned public contract is awarded to the tenderer, I/we declare, moreover, agreeing with the following provisions:

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the abovementioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

Finally, the tenderer takes cognisance of the fact that Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing: ……..

Place, date: ……..