

**UNIVERSITY OF BANJA LUKA**

Number: JN/05-3.1321-2/14

Date: 19 May 2014

**TENDER DOCUMENTS**

**for the procurement of a robot for the Faculty of Mechanical Engineering University of Banja  
Luka**

**Banja Luka, May 2014**

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## **A CALL FOR TENDERS**

**Public procurement number: 01/05-3.1321/14**

The University of Banja Luka intends to conduct the public procurement of a robot for development of a virtual remotely controlled laboratory at the Faculty of Mechanical Engineering using the funds provided by the Royal Norwegian Ministry of Foreign Affairs for the "BANOROB" Project. The Laboratory shall be used for student training, development and research demonstration in the Robotics within the "BANOROB" Project.

Due to the call for tenders published in "Official Gazette of BiH" number 39 of 19 May 2014, the University of Banja Luka hereby invites you to submit your tender in an open procedure for the public procurement of a robot.

In order to qualify for the award of a contract, you have to meet minimal requirements pursuant to Article 22-26 of the BiH Law on Public Procurement, given in detail in the section 5 of the Tender documents.

Tenders should be submitted at the following address: University of Banja Luka, Univerzitetski grad-Bulevar vojvode Petra Bojovica 1A, Banja Luka, not later than 17 June 2014 at 10:00.

Tenders shall be opened in the administration building of the University of Banja Luka Rectory, Univerzitetski grad-Bulevar vojvode Petra Bojovica 1A, Banja Luka on 17 June 2014 at 11:00 in the presence of tenderers who want to be present.

### **Criteria for the Award of a Contract**

The contract shall be awarded to a selected tenderer that submits a technically compliant offer with the lowest price.

All tenderers shall be notified about a decision of the Contracting Authority on the results of the public procurement procedure within 7 (seven) days from the day when the decision is made. The contract award procedure shall be performed in accordance with the Law on Public Procurement of Bosnia and Herzegovina (hereinafter referred to as: the Law).

Every tenderer with an interest to be awarded with a contract on public procurement that deems the Contracting Authority has violated one or more provisions of the Law and/or implementing regulations in the course of the award of a contract may submit a complaint against the procedure in the manner and within the deadline as stipulated by the Article 51 of the Law.

### **Contact persons:**

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Address: Univerzitetski grad-Bulevar vojvode Petra Bojovica 1A  
Fax: +387 (0)51 326 009

RECTOR

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Prof. Stanko Stanic

## 1. GENERAL INFORMATION ABOUT THE PROCEDURE

1.1 Terms used in the Tender documents shall have the following meaning:

**“BANOROB”** Bosnian-Norwegian research based innovations for development of new environmentally friendly competitive robot technology for selected target groups”

**“Contracting Authority/Procuring Entity”** refers to the University of Banja Luka;

**“Authorised Person(s)”** – refers to individual(s) appointed by the Contracting Authority to act on his behalf and individuals holding written authorisation to act on behalf of the supplier.

**“Law”** – refers to the Law on Public Procurement of Bosnia and Herzegovina.

**“Implementing Regulations”** – refer to acts laid down pursuant to the Law: A Guide to the enactment of the Law on Public Procurement of BIH” (“Official Gazette of BIH”, number 3/05), A Guide to Preparation of procurement notices, contract awards and cancellation of the procurement (“The Official Gazette of the BIH”, number 17/05) and A Guide to Keeping the Minutes of Tender Opening (“The Official Gazette of the BIH”, number 17/05).

**“Procurement Procedure”** – the procedure carried out by the Contracting Authority based on these tender documents.

**“Decision”** refers to any decision, conclusion or another act of the Steering Board, Rector or Dean made for the purpose of realization of goods, services and works procurement;

**“Tender documents”** refer to documents that contain necessary information and forms that enable tenderers to submit their participation requests, that is, tenders.

**“Tender”** refers to documents tenderers need to submit and includes:

- a) Tender submission form;
- b) Total tender price form;
- c) Tenderer’s declaration;
- d) Confidentiality information form;
- e) Tender price form;
- e) Draft contract;
- f) Documents needed for qualification, that is, participation in the procedure, required by tender documents.
- g) In case tenderer intends to subcontract, it is necessary to provide Declaration concerning subcontractors enclosed in TD annex;

**“Compliant tender”** implies an offer which has been delivered in the manner and in accordance with tender documents and which, by verification, has been ascertained to be correct in terms of calculation and technical aspects;

**“Non-compliant tender”** implies an offer which has not been submitted in the manner and in accordance with tender documents and/or which, by verification, has been ascertained to be incorrect in terms of calculation and technical aspects;

“**Alternative tender**” refers to an offer where different characteristics of the contract object have been proposed in comparison to those set forth in the tender documents;

“**Supplier**” is a participant who has been awarded with a procurement contract after the public procurement procedure.

“**Tenderer**” takes part in the public procurement procedure by submitting his/her offer;

“**Qualified tenderer**” refers to the tenderer that meets selection criteria;

“**Unqualified tenderer**” refers to the tenderer or candidate that does not meet selection criteria;

“**The most economically advantageous tenderer**” refers to the tenderer that submitted a compliant tender that has been as evaluated as the best one;

“**A group of candidates/tenderers**” refers to two or more tenderers that have submitted their joint requests for participation or joint tender;

“**Electronic means**” mean use of electronic equipment for processing and storing of data that are sent, transmitted or received by wire or radio connection, optical or other electromagnetic means;

“**Written or in writing**” means any expression consisting of words or figures which can be read, reproduced and subsequently communicated. It includes information that is transmitted and stored by electronic means, provided the security of the content is ensured and the signature is identifiable;

“**DAT**” (**Delivered at terminal**) means that the seller shall perform delivery at the terminal in the given place of delivery: The seller is responsible for the goods until the unloading at the terminal. The buyer shall deal with the customs duty and other customs formalities as well as transport from the terminal to final destination. The buyer assumes all risks at the terminal;

“**Indirect taxes**” –duty and value added tax.

1.2. Public procurement procedure shall be conducted in an open procedure in accordance with the Law, implementing regulations set forth in accordance with the Law and these Tender documents.

1.3 The contract shall be awarded to the tenderer that offers the lowest price of a technically compliant tender.

1.4 The Contracting Authority may cancel the procurement procedure due to one of the following reasons:

- a) no tenders are submitted within the specified time limit;
- b) none of the received tenders is compliant;
- c) all compliant tenders contain prices which substantially exceed the Contracting Authority’s budget;

- d) the number of the received compliant tenders is less than 3 (three) and does not ensure genuine competition;
- e) the award procedure is cancelled for other demonstrable reasons beyond the Contracting Authority's control and not predictable at the time of launching the award procedure.

## **2. INFORMATION ON THE CONTRACTING AUTHORITY**

The Contracting Authority: University of Banja Luka  
Univerzitetski grad - Bulevar vojvode Petra Bojovica 1A  
78000 Banja Luka

Identification number: 4401017720006

Detailed correspondence address:

University of Banja Luka  
Univerzitetski grad - Bulevar vojvode Petra Bojovica 1A  
78000 Banja Luka

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E/mail: [slnabavke2@unibl.rs](mailto:slnabavke2@unibl.rs)

Person(s) authorised to keep contact with tenderers on behalf of the Contracting Authority:

Prof. Simo Jokanovic, Ph.D., phone +387 (0) 51 321 181, e-mail: [simo.jokanovic@unibl.rs](mailto:simo.jokanovic@unibl.rs)

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Address: Univerzitetski grad - Bulevar vojvode Petra Bojovica 1A

Fax: +387 (0) 51 326 009

## **3. THE OBJECT OF PROCUREMENT**

3.1 The object of procurement is a robot for the Faculty of Mechanical Engineering University of Banja Luka.

3.2 The tenderer obliges to:

- Deliver a robot, install it and put it into operation;
- Provide robot programming training on site, University of Banja Luka, in duration of three days: robot programming and offline programming;
- Provide software for offline robot programming (minimum 10 licences);
- Provide user manual in English or Serbian language;

3.3 The deadline for delivery and installation of a robot shall not be later than 60 calendar days after the date of signing the contract.

3.4 Guarantee period for the equipment delivered shall not be less than 12 (twelve) months, starting from the date when the minutes of completed contract obligations are signed.

3.5 The place for delivery and installation of a robot is the Laboratory for Intelligent Systems at the Faculty of Mechanical Engineering University of Banja Luka, 77 Bulevar vojvode Stepe Stepanovica St., according to DAT parity Banja Luka.

3.6 The Contracting Authority shall execute payment to the supplier for the equipment delivered based on the invoice and the minutes of all contract obligations. Payment shall be executed using the funds allocated by the Royal Norwegian Ministry of Foreign Affairs for the “BANOROB Project - Bosnian-Norwegian research based innovations for development of new environmentally friendly competitive robot technology for selected target groups”. Payment deadline is up to 25 days from the day when all documentation necessary for payment has been provided.

3.7 Tenderers are allowed to subcontract other entities. The tenderer with the most successful offer shall not subcontract any part of the contract stated in their offer with the third party without prior permission of the Contracting Authority. The elements of the contract to be subcontracted and the identity of the subcontractors shall be notified to the Contracting Authority in good time before the subcontracting. The Contracting Authority shall inform the supplier of its decision within 15 (fifteen) days of receiving the notification, stating its reasons if permission is denied. The Contracting Authority shall not approve of subcontracting of another entity if they fail to meet requirements under articles 22-26 of the Law, which they have to prove by providing documentation required under 5.3, 5.4, 5.5 and 5.7 of TD. The supplier that is awarded the contract bears full liability for the performance of the contract.

#### **4. INSTRUCTIONS FOR TENDERERS**

##### ***Communication with Tenderers***

4.1 Communication and exchange of information between the Contracting Authority and tenderers shall be conducted in writing by means of electronic mail. Tenders shall be sent in writing (hard copies), in a manner and according to the deadline as set forth under 4.16 and 4.17 of TD.

##### ***Preparation of Tenders***

4.2 Tenderers are obliged to prepare tenders in accordance with criteria set forth in these Tenders documents. A tender that does not comply with these Tender Documents will be rejected as non-compliant.

4.3 Tenderers bear all costs resulting from preparation and submission of their tenders. The Contracting Authority is not responsible for the incurred expenses of bidding procedures.

4.4 Tenders, all documents and correspondence in regards with the tender between the tenderer and the Contracting Authority shall be drawn up in one of the official languages of Bosnia and Herzegovina. Enclosed documents and printed literature submitted by the tenderer may be drawn up in another language, provided a certified translation of the appropriate sections is also submitted in a language in which the tender is written.

4.5 The tender must be typed or written in indelible ink on the forms that have page numbers and are part of the annex of these Tender documents. All tender sheets shall be bound and put in order as set forth in paragraph 4.6 herein. All tender sheets, except already signed and sealed ones, should be initialled or signed by a person duly authorised to sign on behalf of the tenderer. Documents on meeting qualification requirements do not have to be numbered or signed. All amendments and modifications must be readable and initialled by a duly authorised

person. In addition, in the case when a tender is submitted by a group of tenderers, an authorisation shall be submitted along with the tender confirming that the said individuals are duly authorised to represent the group of tenderers in the public procurement procedure (authorisation may also contain authorisation for signing of the contract).

4.6 The tender shall contain the following documents:

- a) Tender submission form (Annex 1);
- b) Total tender price form (Annex 2);
- c) Tenderer's declaration (Annex 3);
- d) Confidential Information form (Annex 4);
- e) Tender price form (Annex 5);
- f) Draft contract (Annex 6);
- g) Documents verifying supplier's qualifications under paragraph 5 of Tender Documents (Articles 23-26 of the Law);
- h) If tenderers intend to subcontract other entities, they shall submit Declaration concerning subcontractors attached to TD.

4.7 Each tenderer may submit one tender only. No alternative tenders are allowed.

### ***Confidentiality***

4.8 Article 9(a) of the Law stipulates the following:

Confidential information contained in any tender concerning the commercial, financial or technical information or trade secrets or know-how of the tenderers shall not be disclosed to any person not officially concerned with the procurement process under any circumstances.

The Contracting Authority requests from tenderers to state what information must be deemed confidential, on what grounds and how long it will be confidential when they submit tenders to the Contracting Authority. The tender price shall in no case be regarded as confidential. Tenderers shall make a list (filled in according to the fields given in the Annex 3) of information that should be regarded as confidential.

### ***Submission of Tenders***

The tenderer shall submit 1 (one) original tender and 1 (one) copy that shall clearly state: "ORIGINAL" and "COPY". The signed and stamped tender shall be sealed in an opaque envelope containing the tenderer's name and address as well as the following: "**Public procurement tender number: 01/05-3.1321/14**" – "**do not open- to be opened by the commission**" and be delivered at the address referred to in paragraph 4.16 herein.

Documents from a, b, c, d, e and f referred to in item 4.6 of the TD are mandatory and shall be submitted on forms provided in the annex to the TD. Qualification documents (sheets are neither marked nor signed) referred to in item 5.3 (a, b, c, d, and e), 5.4, 5.5, and 5.7 (a, b, c, and d) of the TD shall be attached after the documents referred to under a, b, c, d, e and f in item 4.6 of the TD in the order as required by the TD.

The guarantee document (tender security) referred to in item 4.20 shall neither be bound nor its sheets marked; it shall be enclosed within the tender.

### ***Modification or Withdrawal of Tenders***

4.9 Tenderers may modify or withdraw their tenders provided these modifications or withdrawal take place prior to the deadline for submission of tenders. The Contracting Authority shall be notified in writing both on modifications or withdrawal of tenders. In addition, the tender envelope shall contain the following: “TENDER MODIFICATION” or “TENDER WITHDRAWAL”.

### ***Price Calculation***

4.10 The tenderer shall fill in the Tender price form (Annex 5), along with providing details in regards with the equipment that is to be delivered, quantity, unit prices and product unit price and quantity, that is, the total tender price.

4.11 At the public tender opening, the price given in the Total tender price form – Annex 2 shall be read and announced. The price announced at the public tender opening has to be the final price given in Tender price form – Annex 5. In case of conflicting prices in the Total tender price form – Annex 2 and Tender price form – Annex 5, the tender shall be deemed unacceptable.

4.12 All prices shall be according to DAT parity Banja Luka. If prices are expressed in a foreign currency, the given amount shall be converted to BAM according to middle exchange rate determined by the Central Bank of BiH valid on the day of tender opening and the same rate shall remain valid until the tender expiry.

4.13 The tender price shall include the following:

- Equipment value;
- Export duty expenses;
- Freight to the delivery place;
- Insurance expenses to the delivery place.

4.14 The tender price shall not include the following:

- Pertaining indirect taxes, as the Contracting Authority is granted relief from paying indirect taxes on the equipment that shall be used for educational and scientific-research activities within the registered activities (Article 176 of the Law on Customs Policy of BiH and Article 20 of the Annex to the Law on Customs Policy of BiH);
- Import licence expenses and other customs formalities.

4.15 The tendered price must not be altered during the realisation of the contract and shall not be subjected to any changes. The Contracting Authority shall reject any tender as non-compliant that contains a price that may be adjusted and that is not in accordance with this paragraph.

### ***Place, Date and Time of Tender Receipt***

4.16 Tenders shall be submitted personally at the University of Banja Luka administration protocol office or the following address: University of Banja Luka, Univerzitetski grad - Bulevar vojvode Petra Bojovica 1A, Banja Luka.

4.17 Submission deadline ends on 17 June 2014 at 10:00. Tenders submitted after this deadline shall be sent back to the tenderer unopened.

***Place, Date and Time of the Opening of Tenders***

4.18 Public opening of tenders shall take place on 17 June 2014 at 11:00 in the administration building of the University of Banja Luka Rectory, Bulevar vojvode Petra Bojovica 1A, Banja Luka.

4.19 Tenderers or their representatives may be present at the public opening of tenders. Information announced during the public opening of tenders shall be sent to all tenderers who submitted their tenders timely.

***Tender Security***

4.20 In order to be able to participate in the public procurement procedure, tenderers should submit an original of tender security (a guarantee document) (hereinafter referred to as: tender security). The amount of required guarantee as tender security is 2,000.00 BAM (two thousand and 00/100 BAM).

Tender security may be submitted in one of the following forms:

- a) certified cheque,
- b) unconditional bank guarantee.

In any of the types of tender security, it is mandatory to submit an original document valid during the tender validity period.

***Tender Validity Period***

4.21 Tenders must be valid for 90 days starting from the deadline for submission of tenders. As long as the tender validity period has not expired, the Contracting Authority may request from tenderers in writing to extend the validity period until a specified date. Any tenderer may reject such a request. A tenderer that agrees to extend the tender validity period and notifies the Contracting Authority thereof in writing shall extend the validity period of the tender. The tender must not be modified. If a tenderer fails to respond to the request made by the Contracting Authority as regards extension of the tender validity period, then it shall be deemed that such a tenderer rejected the request of the Contracting Authority. In this case, the Contracting Authority rejects the tender.

**5. QUALIFICATION**

***Requirements for Participation in the Public Procurement Procedure***

5.1 In accordance with Articles 22-26 of the Law, candidates should meet the following requirements:

- a) that there are no limitations on their participation pursuant to the provisions of Article 23 of the Law;
- b) they shall provide reference evidencing their right to pursue the relevant professional activity and/or that they are registered in relevant professional or trade registers;

- c) the economic and financial standing of the candidate/tenderer guarantees successful realisation of the contract;
- d) their technical and professional capacity guarantees successful realisation of the contract.

5.2 As provided in Article 23 (1) of the Law, the tender shall be rejected if the tenderer:

- a) is bankrupt or is being wound up or has entered into an arrangement with creditors or has suspended or limited business activities or who is in any analogous situation arising from a similar procedure under the relevant laws and regulations of Bosnia and Herzegovina or the country of establishment;
- b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or for an arrangement with creditors or of any other similar proceedings under the relevant laws and regulations of BiH or the country of establishment;
- c) has been convicted for an offence regarding their professional conduct within 5 (five) years prior to the date of tender submission;
- d) has been found guilty by competent courts of BiH of grave professional misconduct within 5 (five) years prior to the date of tender submission;
- e) has not fulfilled their obligations relating to the payment of social security contributions in accordance with the relevant laws of BiH or the country of establishment;
- f) has not fulfilled their obligations relating to the payment of taxes in accordance with the relevant laws of BiH or the country of establishment;
- g) has misrepresented the information required under Articles 23 to 26 of the Law or has failed to provide the information.

### ***Required Evidence***

5.3 Tenderers should provide the following evidence:

- a) a certificate from the “judicial record” or, failing this, of an equivalent document issued by a competent judicial or administrative authority of BiH or in the country of origin or the country wherefrom that candidate/tenderer comes, showing that it is neither bankrupt nor is being wound up; it has not entered into an arrangement with creditors nor has suspended or limited business activities or who is not in any analogous situation arising from a similar procedure under the relevant laws and regulations of BiH or the country of establishment;
- b) a certificate from the “judicial record” or, failing this, of an equivalent document issued by a competent judicial or administrative authority of BiH or in the country of origin or the country wherefrom that candidate/tenderer comes, showing that it is neither the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up nor for an arrangement with creditors nor of any other similar proceedings under the relevant laws and regulations of BiH or the country of establishment;  
Confirmation of any of the reasons in items a) and b) can be issued as one or two certificates.
- c) a certificate from the “judicial record” or, failing this, of an equivalent document issued by a competent judicial or administrative authority of BiH or in the country of origin or the country

wherefrom that candidate/tenderer comes, showing that he has not been convicted for an offence regarding his or her professional conduct within 5 (five) years prior to the date of tender submission;

The tenderer that has been convicted should provide evidence that he paid the fine and proceeding expenses, that is, that his business activities have not been banned.

d) a certificate or certificates issued by a competent authority in BiH or any other country showing that they have fulfilled their obligations relating to the payment of social security contributions (health and pension insurance) in accordance with the relevant laws of BiH or the country of establishment (the tenderer must not be late with payments of the contributions in question, in accordance with the Law);

e) a certificate or certificates issued by a competent authority in BiH or any other country showing that they have fulfilled their obligations relating to the payment of taxes (direct or indirect) in accordance with the relevant laws of BiH or the country of establishment;

f) Documents or certificates referred to in paragraph 5.3 shall not be older than 3 (three) months from the date of submission of the request or tender.

5.4 Tenderers should submit a certified photocopy of registration certificate to prove their registration in the relevant professional or trade registers of the country in which they are established, or to provide a special statement or reference evidencing their right to pursue the relevant professional activity.

5.5 As far as the economic and financial standing is concerned, tenderers should submit the balance-sheets and profit and loss account for the last financial year as certified copies, where publication of the balance-sheet is required under the law of the country in which the supplier is established. Negative balance sheet shall be deemed a reason to disqualify the candidate.

5.6 As for technical and professional capacity, in accordance with Article 26 of the Law, tenderers shall meet the minimum requirements:

a) successful experience in contract implementation as regards equipment delivery effected in whole or in parts that is similar to the proposed contract.

b) tenderer's qualification for successful realisation of works as regards sales, assembly and maintenance of the equipment that is the object of this procurement.

5.7 Technical and professional capacity of the candidate is proved by:

a) an excerpt of a reference list with contract copies enclosed including at least three entities in the last three years with values higher than 100,000.00 BAM (50,000.00 EUR) per Contract. The said contracts shall encompass the equipment in whole or in parts that is the object of the procurement. The reference list must be certified and signed by the authorised person of the candidate.

b) the statements that in the last three years they have not terminated any contracts in reference to good performance of works.

c) the producer's or licensed owner's authorisation that they hold the rights to promote, sell, assemble and maintain the equipment concerned.

d) a certificate that it employs at least two full-time engineers with valid certificates issued by the equipment producer. Evidence is confirmed by presenting valid certificates issued by the equipment producer and the certificate issued by the Tax Administration of the Republic of Srpska or other relevant institution on full-time employment of the persons holding the certificates issued by the producers.

In the case when candidates do not provide evidence on successful delivery, authorisation and employed technical staff, they shall be deemed unqualified for participation in the procurement procedure.

5.8 Tenderers shall attach the qualification documents required in paragraphs 5.3- 5.7 in an order and number them as set forth in the Tender documents.

5.9 If the period after registration/ establishment is shorter than the period requested by the Contracting Authority for statements and documents relating to the economic and financial standing as well as technical and professional capacity of tenderers, the tenderer shall submit documents for the period after registration/ establishment.

5.10 Documents in paragraphs 5.3, 5.4, 5.5 and 5.7 may be submitted as originals or as copies certified by a competent authority. In the case of reasonable doubt in terms of authenticity or readability of the copy, the Contracting Authority may request originals to be submitted.

5.11 In the case when the request is submitted by a group of tenderers, when assessing whether criteria set forth in the Tender Documents are met, the Contracting Authority shall consider financial standing, qualification, technical and professional capacity of the members of a group. Therefore, the members of a group may submit one set of documents in paragraphs 5.5 and 5.7 of the Tender Documents and documents and statements relating to the public procurement object. Documents in paragraphs 5.3 and 5.4 that are separately prepared for each member of a group shall be submitted together with the request for participation.

5.12 In accordance with Article 27 of the Law, as well as other relevant regulations, the Contracting Authority shall reject a tender if the candidate or tenderer who submitted it has given or is prepared to give a current or a former employee of the Contracting Authority a gift in the form of cash or in any non-cash form whatsoever as an attempt to influence an action or a decision or the course of the public procurement procedure. The Contracting Authority shall inform the tenderer and the Public Procurement Agency about the rejection of the tender and the reasons for it in writing, and shall make a note on it in the report on the procurement procedure.

5.13. Within the period specified by the Contracting Authority, it may request from the tenderer to clarify documents in writing without bringing about any changes in the substance of the tenders.

5.14 Tenderers shall be notified as soon as possible on decisions in regards with the procedure results, in any case within 7 (seven) days after the decision is made.

## **6. TENDER EVALUATION**

The contract shall be awarded to the tenderer that offers the lowest total price of a technically compliant tender. In the case when two or more tenders are identical in terms of total value, the contract shall be awarded to the tenderer whose tender has been submitted first.

### ***6.1 Prohibition of Negotiations***

Negotiations between the Contracting Authority and the tenderers are prohibited. However, the Contracting Authority may request the tenderers to clarify their tenders in writing, within a specified period, without bringing about any changes in the substance of the tenders.

### ***6.2 Abnormally Low Prices***

6.2.1 If abnormally low or high tenders in comparison to the contract equipment have been submitted, the Contracting Authority shall request from tenderers to justify the proposed price. If the tenderer fails to produce a justification to the satisfaction of the Contracting Authority, the Contracting Authority shall be entitled to reject the tender.

6.2.2 In order to obtain explanation about abnormally low or high price, the Contracting Authority shall request in writing from the tenderer to provide detailed information about relevant integral elements of the tender, including price and calculation elements.

### ***6.3 Correction of Errors and Oversight***

6.3.1 The Contracting Authority shall correct any errors of solely arithmetical nature, if the said error is disclosed during the tender evaluation. The Contracting Authority shall without delay notify the tenderer on any correction and may proceed with the procedure, having corrected the error and after the tenderer has approved of the correction within the time limit specified by the Contracting Authority. If the tenderer does not approve of the proposed correction, the tender shall be sent back to the tenderer.

6.3.2 The Contracting Authority shall correct any price calculation errors in the following cases:

a) when there is a difference between the amount expressed in numbers and words, in which case the amount expressed in words is the one to be taken into account, unless that amount is an arithmetical error;

b) if there is a difference between the unit price and total amount that is obtained by multiplying the unit price and quantity, the given unit price is the one to be taken into account and it is necessary to correct the total amount;

c) if there is an error regarding the total amount in terms of sum or subtraction of sub-amount, the sub-amount is the one to be taken into account when it is necessary to correct the total amount.

Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, the tender will be rejected.

## **7. INFORMATION ON PROTECTION OF TENDERERS' RIGHTS**

7.1 Any supplier who has a legitimate interest in a specific public procurement contract and believes that the Contracting Authority, during the contract award procedure concerned, has breached one or more provisions of the Law and/or its implementing regulations shall have the

right to raise an objection against the procedure in the manner and within time limits set forth in Article 51 of the Law.

7.2 Objections shall be filed with the concerned Contracting Authority in writing within 5 (five) days from the day the complainant became aware or should have become aware of the alleged breach of the Law and not later than 1 (one) year from the date of the alleged breach.

7.3 If the Contracting Authority fails to examine the objection within the time limit specified in Article 51 paragraph (4) of the Law, or rejects the objection, the complainant may file a written appeal with the Procurement Review Body within 5 (five) days from the first working day after the expiry of the time limit specified in paragraph 7.2, or, in the case the objection is rejected by the Contracting Authority, from the day the complainant was informed hereon by the Contracting Authority. A copy of the appeal shall simultaneously be notified to the Contracting Authority.

## **8. SIGNING OF CONTRACT**

### ***Notification of the Selected Tenderer***

8.1 The Contracting Authority shall inform the successful tenderer about the date and place of signing of the contract.

### ***Security for the Performance of the Procurement Contract***

8.2 The contract starts from the moment of signing until the expiry of the guarantee period.

8.3 The Contracting Authority shall request that the performance of the contract be guaranteed by the appropriate performance securities. The performance security shall amount to 10% of the contract value.

8.4 The security for the performance of the procurement contract may be in the form of an unconditional bank guarantee.

8.5 The selected candidate shall submit performance security on the day of signing of the contract. The Contracting Authority shall, upon the selected tenderer's request, return the performance security not later than 10 (ten) days after the request.

### ***Terms and Conditions of the Contract***

8.6 The Contracting Authority shall sign the contract with the qualified tenderer having submitted the best evaluated compliant tender.

8.7 During the guarantee period, the selected tenderer is obliged to identify any failure on equipment and to repair it thus bringing the system back to operation and full recovery in reasonable time, not later than 20 (twenty) days from the time of report.

8.8 The draft contract or main elements of the contract are included in the Annex 6 of these Tender Documents ("Draft"). The tenderer shall not fill in the draft. The tenderer shall sign and certify it thus agreeing to its terms and conditions.

## **9. INFORMATION ON TENDER DOCUMENTS**

9.1 A single rate fee for the Tender Documents amounts to 120.00 BAM. Payments should be made to the giro bank account number: 551-001-00009070-76 at UniCredit Bank Banja Luka, Banja Luka, purpose of bank payment "Payment for the Tender Documents for public procurement number: 01/05-3.1321/14". Revenue type 722539, municipality 002, budget organization 0830001.

### Instruction for foreign payments:

Name of Beneficiary: MINISTARSTVO FINANSIJA RS-ZA INSTIT. VISOKOG OBRAZ.  
OJ REKTORAT – 083001

Beneficiary's address: TRG REPUBLIKE SRPSKE 1, BA – 78000 BANJA LUKA

Bank of Beneficiary: Unicredit bank AD Banja Luka

SWIFT: BLBABA22

Beneficiary's acc. no: BA39 5517 9048 0148 8043

9.2 Interested suppliers may seek clarification of the Tender Documents from the Contracting Authority in writing in good time and not later than 10 (ten) days before the expiry of the time limit for the submission of tenders.

9.3 The Contracting Authority shall prepare a written answer, maintaining the genuine competitive basis of the award procedure, which shall be dispatched to all candidates or tenderers not later than 5 (five) days before the expiry of the time limit for the submission of tenders. If the answer gives rise to amendments to the tender documentation, the Contracting Authority shall extend the time limit for the submission of tenders accordingly and as a minimum by a period of 7 (seven) days.

9.4 The Contracting Authority may amend Tender Documents at any time provided all amendments are available to interested tenderers the same day, and not later than 5 (five) days before the date set as a deadline for submission of tenders. The amendment laid down shall become an integral part of the tender documents.

## **10. ANNEXES**

The following annexes are integral part of the Tender Documents:

Annex 1: Tender submission form;

Annex 2: Total tender price form;

Annex 3: Tenderer's declaration;

Annex 4: Confidential Information form;

Annex 5: Tender price form;

Annex 6: Draft Contract.

## 11. TECHNICAL SPECIFICATION

Anthropomorphic industrial robot with six (6) or more axes,

Pay load: 30 - 50 kg,

Working envelope: 2.0 – 2.5 m,

Ethernet interface – for the transfer of programs and data on the status, from and to a robot,

Serial interface - for the transfer of programs and data on the status, from and to a robot,

The latest model of control system,

At least 32 physical inputs and outputs,

Installation and putting into operation of a robot at the Faculty of Mechanical Engineering

University of BanjaLuka. All installation materials included in the price.

**Brand new robot (from a factory), year of production 2013, not older,**

Full one year guarantee,

Three-day training on site, at University of Banja Luka: robot programming and offline programming,

Delivery: at DAT parity Banja Luka (**Delivered at the terminal in the given place of delivery: The seller is responsible and assumes risk for the goods until the unloading at the terminal. The buyer shall deal with the customs duty and other customs formalities as well as transport from the terminal to final destination. The buyer assumes all risks at the terminal.**)

Software for offline robot programming (minimum 10 licences).

Documentation on robot, control system, communication interface, software, maintenance and servicing in English or Serbian language.

## **DECLARATION CONCERNING SUBCONTRACTS**

I hereby declare that I intend to subcontract other entity/ entities for the procurement of a robot for the Faculty of Mechanical Engineering University of Banja Luka in accordance with the Tender Documents.

**Signature and seal of the tenderer**

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