

TENDER DOCUMENTATION

PROCUREMENT PROCEDURE WITH COMPULSORY PUBLICATION

Procurement procedure for Entities who are not subject to Public Procurement Act

PROCUREMENT TITLE: Procurement of the equipment for plastification and evaporator for Feroplast Ltd.

PUBLICATION REFERENCE: 7/2019

INFORMATION ABOUT THE PROJECT:

PROJECT TITLE: "Increasing the competitiveness and production capacities of company Feroplast Ltd."

CALL TITLE: Construction and equipping the production capacities of SME CALL REFERENCE: KK.03.2.1.15.

Buje, November 2019.







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1. GENERAL INFORMATION

Company Feroplast Ltd. started with the implementation of the project "Increasing the competitiveness and production capacities of company Feroplast Ltd." according to the project proposal at the Call for the allocation of the non-refundable funds "Construction and equipping the production capacities of SME", Call reference: KK.03.2.1.15., implemented by the Ministry of economy, entrepreneurship and crafts of the Republic of Croatia.

Feroplast Ltd. submitted a project proposal for co-financing from European regional development fund under the Operational programme Competitiveness and cohesion 2014.-2020. The project will have a positive impact on increasing the production capacity of the existing production facility and will also influence to expand of production assortment of company Feroplast Ltd. It will lead to an increase of sales revenue and export revenues by 40%. Project implementation preserve the existing jobs and it will affect the employment of 16 new employees. The company Feroplast Ltd. will increase the competitiveness on the international market and the strengthening of production capacities of existing production facility will satisfy the demand of key customers. The total value of the project is 13.287.127,50 HRK and the project duration is 24 months.

1.1. Information on Contracting Authority

Contracting Authority's name and location:	Feroplast Ltd., Grožnjanska ulica 5 52460 Buje
PIN:	06830430549
CRN:	03036286
Phone number:	+385 52 / 772 388
Fax number:	+385 52 / 772 388
Web page:	https://www.feroplast-buje.hr/
E-mail address:	feroplast-buje@feroplast-buje.hr

*Note: The Contracting Authority is not subject to the Public Procurement Act.

The Contracting Authority publishes the Procurement Notice and the Tender documentation, together with the other appropriate documentation, on the website: <u>https://strukturnifondovi.hr/</u>

Procurement is conducted based on:

- 1. The Law on establishment of an institutional framework for the implementation of the European structural and investing funds in the Republic of Croatia during the financial period 2014.-2020. (NN 92/14);
- Common national rules, issued by the Ministry od Regional Development and EU funds in compliance with the Law on the establishment of an institutional framework for the usage of structural instruments of the European Union in the Republic of Croatia from 10th April 2019., Annex 3 - Procurement procedures for persons who are not liable to the Public Procurement Act, version 5.0.

1.2. Information on Contact person responsible for communication with tenderers

Name and surname:	Krešimir Kisiček
Phone number:	+385 98 4343 11
Fax number:	+385 52 / 772 388
Address:	Grožnjanska ulica 5, 52460 Buje
E-mail address:	kisicek@feroplast-buje.hr



Communication and any other exchange of information between the Contracting Authority and economic entities s shall be made in written form. Economic entities' written requests for clarification shall be submitted to the following email address: <u>kisicek@feroplast-buje.hr</u>

If necessary, economic entities may require additional information or clarifications regarding the tender documents during the deadline for submission of the offers. Additional information and explanations will be published, without specifying details about applicants on the website https://strukturnifondovi.hr/.

The request shall be considered as timely, if received not later than the fourth (4.) day before the day on which the deadline for submission of offers expires. If the request is submitted in a given period, the Contracting Authority shall publish latest additional information or clarifications regarding the tender documentation not later than the second (2.) day before the day on which the deadline for submission of offers expires.

If the request for additional information is not submitted in a given period or if the importance of the clarification is negligible in relation to the preparation of valid offers, the Contracting Authority is not obliged to extend the deadline for submission of offers.

If the Contracting Authority changes tender documentation during the tender submission deadline, the Contracting Authority shall ensure the availability of amendments to all interested, economic entities on the website <u>https://strukturnifondovi.hr/</u>. Extension of the period shall be in proportion to the importance of clarification, and shall not be less than five (5) days.

1.3. Publication reference

7/2019

1.4. Compliance with the principle of avoiding conflicts of interest

In accordance with chapter 1.2. of Annex 3 - Procurement procedures for persons who are not liable to the Public Procurement Act, version 5.0. The Contracting Authority shall comply with the principles of avoiding conflicts of interest and members of Procurement committee, person authorized to represent the Procuring entity and person appointed to implement the procurement procedure shall be exempted from the procurement procedure in cases of existence of conflict of interest. Only if the conflict of interest cannot be efficiently eliminated by exempting the above persons or by undertaking other measures, the Procuring entity shall exclude economic entity from the procurement procedure.

Procuring entity must not stipulate the procurement contracts with following economic entities (in the role of tenderer, member of Group of tenderers, or subcontractor to the selected tenderer):

• Feroplast proizvodnja Ltd.

1.5. Type of procurement procedure

The procurement will be conducted on the basis of the Annex 3 - Procurement procedures for persons who are not liable to the Public Procurement Act, version 5.0., adopted on the entry into force of the new version of the Common National Rules (version 5.0) on April 10th 2019., according to which for this procurement is applied procurement procedure with compulsory publication.



1.6. Subject of procurement

The subject of this procurement is equipment for plastification and evaporator, which are required for production facility operation.

Procurement of the equpment for plastification and evaporator consists of six (6) phases (the phases are not in chronological order, but they are mentioned so they make a meaningfull whole):

- 1. Procurement of equipment for chemical pretreatment
- 2. Procurement of cabin for fast paint exchange
- 3. Procurement of drying oven, polymerisation oven, electro-equipment for managing operations and additional equipment
- 4. Procurement of hanging transport conveyor
- 5. Procurement of evaporator
- 6. Montage of purchased equipment and trial work.

The subject of this procurement includes purchasing of machines as well as designing, production, transport and montage of the equipment for electrostatic spray deposition, plastification and of the evaporator. Subject of procurement also includes trial work and putting into operation.

The detailed technical specification can be found in the Appendix of this Procurement Documentation listed as Appendix 6. Technical Specification.

1.7. Estimated procurement value

Total estimated procurement value is 5.007.300,00 HRK excluding VAT, and converted 674.191,71 EUR excluding VAT according to the Croatian National Bank middle exchange rate for the euro, valid from the date November 11th 2019 (1 EUR = 7,427116 HRK).

1.8. Start date of the procurement procedure

The procurement procedure starts on the day of publication of Procurement notice on the website https://strukturnifondovi.hr/



2. INFORMATION OF THE SUBJECT OF THE PROCUREMENT

2.1 Description of the subject of the procurement

Subjects of the procurement are equipment for electrostatic spray deposition (ESD) and plastification of powder coating and evaporator, machines required for work of the production facility. Equipment for plastification needs to be aligned with operations of the evaporator and connected in such way it insures coordinated work of the process as a whole.

Equipment for plastification consists of serially connected working sections through which are passing steel products and of essential following infrastructure (energy sources, pipelines, reservoars, control and measurement equipment, managing and other). Transition of the pieces is ensured by hanging transport conveyor with a carrying capacity of at least 70 kg per handle. The purpose of sectionally connected equipment for plastification is reaching targeted corrosion resistance of steel products. In section of product's surface pretreatment, the products are preparing for powder coating application (washing, rinsing, passivation, drying) and after application of powder coating the product enters the heating oven where, due to high temperature, polymerisation of applicated powder occurs forming a protective coating which protects the product against corrosion during it's use. The transport of the products is performed by hanging conveyor where the speed the conveyor defines the time of keeping the product in each section. The final result after the process of plastification is steel product that has anticorrosion resistance for at least 500 hours in salt chaber (testing according to standard ISO 9227 or equivalent for salt spray tests). Testing will be conducted by the Contracting ASuthority.

Main function of the evaporator is separating water which is previously used in the process from impurities. The evaporator is in function of plastification equipment in a sence of reducing effects on environment. Work of the device reduces the amount of waste emulsion by 20 times (95% of the water returns in the process and other 5% is taken care by legal entities authorized for waste management). The device also ensures constant process parameters considering that it allows constant quality of the water comparing to existing system where the quality of the water decreases with time.

The Contracting Authority provides water connection in the hall with pressure of 2 bar, air connection with pressure of 7 bar, fuel oil connection and 130 kW of available electricity.

Mterials that get in contact with liquid in the chemical pretreatment phase must be made of stainless steel with minimal quality of AISI 304 or equivalent and for degreasing and for passivation AISI 316L or equivalent.

Procurement of the equipment for plastification and evaporator consists of six (6) phases (the phases are not in chronological order, but they are mentioned so they make a meaningfull whole):

- 1. Procurement of equipment for chemical pretreatment
- 2. Procurement of cabin for fast paint exchange
- 3. Procurement of drying oven, polymerisation oven, electro-equipment for managing operations and additional equipment
- 4. Procurement of hanging transport conveyor
- 5. Procurement of evaporator
- 6. Montage of purchased equipment and trial work.

The subject of this procurement includes purchasing of machines as well as designing, production, transport and montage of the equipment for electrostatic spray deposition, plastification and of the evaporator. Subject of purchase also includes trial work and putting into operation.







Until putting in operation at the latest, the bidder must submit:

- layout of installed equimpent
- electro-scheme
- compressed air distribution scheme
- electro-instrallation scheme
- fuel-oil distribution scheme
- certificate for compatibility of materials according to utilized medium

Warranty on all of the installed equipment must be at least 24 months since equipment delivery.

2.2 Tehnical documentation

The technical component of the procurement subject is described in Annex 6 "Technical specifications" of the tender documentation. Annex 6 specifies the quantity of the procurement subject as well as detailed technical specifications of all the items of the procurement subject. For all manufacturers, types of products, standards or norms that are set out in the technical specifications applies "or equivalent".

Equivalence to the required norms is determined by delivered information, conformity reports, technical documentation or other documentation that provide information on the scope of application, requirements relating to management and technical requirements of the norms that are offered as equivalent.

2.3 Place of performance of the procurement subject

Place of performance of the procurement subject is location of production facility of company Feroplast Ltd., Grožnjanska ulica 5, 52460 Buje, Republic of Croatia.

2.4 Deadline for the delivery of procurement subject

Deadline for delivery of all groups from the clause 2.1. begins at the date the Contract is signed, and shall last no later than eight (8) months from the date contract is signed.

The delivered cloak must be delivered on the day on which the delivery is made, that is, the subject of procurement is delivered and installed in the production facility of Feroplast d.o.o.

3. BILL OF QUANTITIES

Bill of quantities is enclosed in the Annex 5 to Tender documentation.

Bill of quantities (Annex 5) must be filled in the original template without changing, correcting or overwriting the original text. Tenderer must fill in the unit price for all the items the offer is given, as defined in the Bill od quantities.

4. PROCUREMENT CONTRACT

The contracting authority will conclude a procurement contract with the selected tender.



5. REASONS FOR MANDATORY EXCLUSIONS OF TENDERERS

The Contracting Authority is obliged to exclude Tenderer from the procurement procedure:

- a) if he or person authorized for legal representation is finally sentenced for a criminal offense of participation in a criminal organization, corruption, fraud, terrorism, financing of terrorism, money laundering, child labor or other forms of human trafficking; or
- b) if he has not fulfilled all obligation related to the payment of its due tax liabilities and liabilities for social and health insurance, unless the payment of these obligations is not allowed by a special act or is approved deferred payment; or
- c) if he is guilty of false presentation and false information providing, which are stated as a condition for exclusion or qualification standards; or
- d) if he is bankrupt, insolvent or is being in the process of liquidation, if its assets are being managed by a bankruptcy trustee or the court, if he entered into arrangement with creditors, has suspended its business activities, or is in a similar procedure under the national regulations of the country in which the legal entity is established; or
- e) if he has committed grave professional misconduct which the contracting authority can prove by any means in the previous two years up to the commencement of the public procurement procedure; or
- f) if the conflict of interest cannot be effectively removed by the exclusion of procurement board members/persons authorized to represent the Contracting Authority, or by taking other actions.

To determine the circumstances of Section 5 (points a) to f)) the economic entity submits a statement in the form of Annex 4 of the Documentation. The statement must be signed by the person legally authorized to represent the economic entity. The statement must not be older than three (3) months from the start date of the procurement process.

The provisions of Section 5 also refer to the Consortium and Subcontractors, i.e. the Tenderer is obliged to prove for all the consortium members as well as the subcontractors included in the offer that there are no reasons for their exclusion.

6. REQUIRED COMPETENCIES OF THE TENDERERS

In order to determine Tenderer's qualifications for execution of the contract, Tenderer or Consortium of tenderers, is responsible to enclose reference documents in the offer, which prove their legal and business capacity, their economic and financial capacity and technical and professional capacity.



6.1. Legal and business capacity

The Tenderer must demonstrate its record into court, craft, professional or other appropriate register of the economic entity's country of incorporation. The entry in the register is proven by the appropriate certificate. The entry is sufficient in an electronic/uncertified form.

In case of Consortium, the evidence is submitted and circumstances determined by Section 6.1 for each member of Consortium individually.

6.2. Economic and financial capacity

The minimum level of financial capacity will be satisfied by the Tenderer who has a positive business record for the two years preceding the year of publication of the tender documentation (years 2018. and 2017.). The Tenderer proves this by submitting the annual financial statement / profit and loss account or other document for the aforementioned period (years 2018. and 2017.) if the Tenderer is not from the Republic of Croatia.

The members of the Tenderer community jointly demonstrate the capability of Chapter 6.2.

6.3. Technical and professional capacity

Not applicable.

7. TYPE, MEANS AND CONDITIONS OF WARRANTY

7.1. Tender guarantee

Not applicable.

7.2. Guarantee for fulfillment of contract

By submitting a tender, the Tenderer agrees to all the conditions of the Tender documentation. The Tenderer shall within the five (5) days from signing of the Contract, if his tender is selected as the most favorable, submit a guarantee for the proper fulfillment of the contract in the amount of 10% (ten percent) of the contract value of the equipment (excluding VAT), in the form unconditional and irrevocable bank guarantee payable by the bank on first call, without protest, with a term of sixty (60) days after the expiration of the deadline for the procurement of equipment.

In the case of contracting with the Consortium, the guarantee for the proper fulfillment of the contract can be submitted in its entirety by any member from the Consortium. If the guarantee for the proper fulfillment of the contract is not delivered within the given deadline, the Contracting Authority Client will terminate the contract.

The guarantee for the proper fulfillment of the contract will be returned after the successful technical inspection and handover.





8. SELECTION CRITERIA FOR THE OFFERS

Criterion for the selection of tender is the lowest price.

If two or more valid tenders are ranked the same according to selection criteria, the Contracting authority will choose the offer which is received earlier.

9. INFORMATION OF THE OFFER

9.1. Content and methodology of the offer

Tenderer shall submit an offer in the original which contains documentation that is arranged and signed in designated places by a person authorized to represent the tenderer or his or her designee with mandatory submission of documents proving the authorization.

The offer must consist of at least:

- Completed tender sheet (Appendix 1),
- If applicable, completed information on Consortium of tenderers (Appendix 2),
- If applicable, completed information on Subcontractors (Appendix 3),
- Statement by which the Tenderer proves that there are no reasons for exclusion (Appendix 4),
- Completed financial offer (Appendix 5),
- Technical specifications (Appendix 6)
- Record into court, craft, professional or other appropriate register of the economic entity's country of incorporation (The entry is sufficient in an electronic/uncertified form).
- Annual financial statement / profit and loss account or other relevant document for years 2018. and 2017. if the Tenderer is not from the Republic of Croatia

It is not allowed to offer versions and alternative offers.

The offer must be made in a paper form, printed or written in inerasable ink. When making the offer, Tenderer must comply with the requirements and conditions of this Documentation. Tenderer cannot modify and supplement the text of the Tender documentation.

The offer must be made in a way that its parts are combined into one whole. If due to its scope or other objective circumstances the offer can't be made in a way that its parts are combined in one whole, then it must be made in two or more parts. The offer must be combined in one whole part in such way as to prevent subsequent extraction or insertion of sheets. If the offer is made in two or more parts, each part must be combined to prevent subsequent extraction or insertion of the sheets.

The offer, together with other appropriate documentation, is made in Croatian or English language.

9.2. Rules for submitting the offer

All the required documents and evidences from Section 6., Tenderers may submit in original, certified or uncertified copies. The other parts of the offer must be submitted in the original. Before reaching the Contract award decision, the Contracting Authority can require the submission of the originals or certified copies of the required documents (statement, confirmation, documents) from the economically most favorable Tenderer. If the Tenderer has already delivered certain



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documentation in the offer in original or certified copy, he is not obliged to deliver them again. The Contracting Authority will determine an appropriate deadline for originals or certified copies delivery.

9.3. Submission of offers

The offers shall be submitted in a sealed envelope directly to the Contracting Authority or by postal services to the address of the Contracting Authority: Feroplast Ltd., Grožnjanska ulica 5, 52460 Buje, Republic of Croatia.

On the envelope must be listed:

- Name and address of the Contracting Authority,
- Name and address of the Tenderer/Consortium of tenderers,
- Publication reference,
- "DO NOT OPEN".

Tenderer independently decides which of the mentioned methods of submission he will use and bears the risk of loss or untimely offer submission. The Contracting Authority will, for directly submitted offers, issue a confirmation of receipt that contains information about the Contracting Authority, the Tenderer, the subject of procurement and the date and time when the offer is received.

Electronic submission of the offers is not allowed.

The offers and belonging documentation, will not be returned to the Tenderers.

9.4. Date, time, and place of delivery of offers

The offer, regardless of the means of delivery has to be received by the Contracting Authority, no later than November 22th 2019. until 10:00 a.m., at the following address: Feroplast Ltd., Grožnjanska ulica 5, 52460 Buje, Republic of Croatia.

Bids received after the deadline for submission of tenders will not be subject to the evaluation of bids.

9.5. Modifications and/or amendments to the offer and withdrawal of offer

The Tenderer can, until the due date for the submission of offers, submit modifications and / or amendments to the offer and withdraw the offer. Modifications and/or amendments to the offer are submitted in the same manner as the main offer with a mandatory indication that it is a modification and / or amendment to the offer. Tenderer may withdraw the offer by a written statement until the deadline for submission expires. The written statement shall be submitted in the same manner as the main offer with a mandatory indication that it is offer withdrawal. In case of withdrawal, the offer will not be returned to the Tenderer. If Tenderer expresses discount through the modification or the amendment, submitted modifications or amendments to the offer must contain a new financial offer in which the discounts are stated.

9.6. Methodology for determining the price of the offer

Tenderer delivers the offer with the price in Croatian kuna (HRK) or in euros (EUR). The price of the offer shall be written in figures.

The price of the offer is fixed during the term of the procurement contract. The price of the offer must include all costs and discounts.



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If the price of the offer is not expressed in Croatian kuna (HRK), for comparison purposes of the offers, offer prices will be converted into Croatian kuna according to the Croatian National Bank middle exchange rate for the euro, valid from the date November 11th, 2019. (1 EUR = 7,427116 HRK).

The Tenderer is obliged to enter price (rounded to two decimal places) for each item of the Financial offer and the total offer price, in the way specified by the Financial offer annex, and enter the price of the offer, in the manner as specified in the Tender sheet.

Prior the submission of the offers, the tenderer is required to study the complete tender documents on the basis of which he will offer the subject of procurement.

9.7. Validity period of the offer

The validity period of the offer is at least thirty (30) days from the deadline for submission of offers. The Contracting Authority shall reject the offer which validity option is shorter than required. If the validity period of the offer expires, the Contracting Authority will demand for its extension and for that purpose give an appropriate deadline to the Tenderer. At the request of the Contracting Authority, the Tenderer may extend the period of validity of his offer.

9.8. Cost of preparing the offer

The cost of preparing and submitting the offer is entirely borne by the Tenderer.

10. PROVISIONS RELATED TO GROUP OF TENDERS (CONSORTIUM)

Several economic entities can join together and submit a joint offer, regardless of the way in which their relationship is arranged. The responsibility of the Tenderer from the Tenderer group is commonly shared.

If the Tenderer applies in a form of the Consortium, he is obliged to complete the form in Appendix 2 of the Documentation. Each member of the Consortium shall submit, together with a joint offer, the Statement in Appendix 4 of the Documentation that he is not subject to any of the cases for exclusion (Section 5 of the Documentation).

Tenderer who independently submitted an offer cannot simultaneously participate in a group offer.

11. PROVISIONS RELATED TO SUBCONTRACTORS

If Tenderer intends to give a part of the contract to one or more subcontractors, he is obliged to submit a declaration for the subcontractor from the Appendix 4 of the Documentation, that he is not subject to any of the cases for exclusion (Section 5 of the Documentation) and complete the form in Appendix 3 of the Documentation, respectively the offer has to list the information on the part of the procurement contract that he intends to subcontract.

Participation of the subcontractor shall not affect the Tenderers responsibility for the execution of the procurement contract.

If the Tenderer does not submit the information on the subcontractor / subcontractors, it is considered that the whole subject of procurement will be carried out independently.



12. DEADLINE FOR SELECTING AN OFFER

Upon accomplishment of procedure of review and evaluation of tenders, procuring entity shall without delay notify all the tenderers about Decision on selection or Decision on cancellation, but no later than thirty (30) days from the deadline for submission of bids. Based on the award decision, the contracting authority will sign a cooperation agreement with the selected bidder.

The tenderer can cancel the procurement process if the price of the most affordable bid is higher than the insured procurement funds, if during the process the documentation for imposing deficiency is determined and as such does not provide effective contract-signing or if significant circumstance occur which are related to the project for which the procurement is conducted.

13. DEADLINE, METHOD AND THE CONDITIONS OF PAYMENT

Payments shall be made in compliance with the Contract concluded with the selected tender at the expense of the tender and the members of a consortium if applicable.

The Contracting Authority is obligated to pay an advance amounting to 20% of the value of the Contract, within fifteen (15) days counting from the date of the Contract being signed.

The amount of 65% of the value of the goods of each of the following phases, the Contracting Authority will pay when the goods are delivered at location of production facility of company Feroplast Ltd., based on the invoice and within five (5) days. The stages are as follows:

- 1. Procurement of equipment for chemical pretreatment
- 2. Procurement of cabin for fast paint exchange
- 3. Procurement of drying oven, polymerisation oven, electro-equipment for managing operations and additional equipment
- 4. Procurement of hanging transport conveyor
- 5. Procurement of evaporator
- 6. Montage of purchased equipment.

The Contracting Authority will pay the remaining 15% of the value of the Contract after installation and positive testing of the procurement subject within thirty (30) days.

14. COMPLAINTS

Each Tenderer may file a petition if he considers that his offer should have been the wining offer, and that it was disabled due to the Contracting Authority actions which were contrary to the provisions of Annex 4 - Procurement procedures for persons who are not liable to the Public Procurement Act, version 3.0., published with the Call for project proposal "Construction and equipping the production capacities of SME", Call reference: KK.03.2.1.15., for which tenderer:

- is unreasonably excluded from the procurement procedure,
- his application or offer unreasonably refused, or
- the application or supply evaluation was contrary to the conditions and criteria of the tender documents and the provisions of this Annex.

The tenderer, within eight (8) days from receiving the Contract award decision or the Decision of annulment or the Notice, submits the petition in written form to the Intermediary authority of level 2 (IA 2) to the following address:



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The Croatian Agency for SMEs, Innovations and Investments, Ksaver 208, 10000 Zagreb. Phone:+385 1 488 10 03 Fax:+385 1 488 10 09 E-mail: <u>hamagbicro@hamagbicro.hr.</u>

A copy of the petition must be submitted to the Contracting Authority in written form by postal services to the following address: Feroplast Ltd., Grožnjanska ulica 5, 52460 Buje, Republic of Croatia or by electronic post on the address: <u>kisicek@feroplast-buje.hr</u>

The applicant must explain his allegations in the petition.

The submission of the petition does not prevent conclusion of the contract with the wining tenderer.

The appellant, who has suffered damage due to violation of the above mentioned Annex has the possibility of damage compensation at the competent court according to the general regulations on compensation for damages.

15. APPENDIXIES AND TEMPLATES

- Appendix 1 Tender sheet
- Appendix 2 Information in Consortium
- Appendix 3 Information on Subcontractors
- Appendix 4 Statement concerning grounds for exclusion of tenderer from the procurement procedure

Appendix 5 – Financial offer

Appendix 6 – Technical specifications