

**RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :** 

Services Canada

## **BID SOLICITATION** DEMANDE DE SOUMISSIONS

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of Supply Arrangement No. . Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement numéro

. Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission.

Solicitation No N° de la demande	Amendment No N° de modification
Solicitation closes - La demande prend fin at - à on - le	File No N° de dossier

# Canadä

		Page	of de
Date of Solicitation - Date de la demande			
Address inquiries to - Adresser toute	e demande d	e renseignem	nents à :
Area code and Telephone No. Code régional et N° de téléphone	Facsimile N N° de téléo		
Destination			

Instructions: Municipal taxes are not applicable.

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

Instructions:

Les taxes municipales ne s'appliquent pas.

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant des taxes applicables doit apparaître séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée	
Supplier Name and Address - Nom e	t adresse du fournisseur	
Telephone No N° de téléphone		
Facsimile No N° de télécopieur		
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)		
Signature	Date	

**Buyer ID - Id de l'acheteur** Adam Tan

**Client Ref. No. - N° de réf. du client** n/a

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

This Bid Selection Process applies to Suppliers with a Supply Arrangement (SA) under E60HS-18AGTR/A only. If you wish to become pre-qualified for a SA, please see following link: <u>https://buyandsell.gc.ca/procurement-data/tender-notice/PW-HS-645-75635</u>

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## **PART 1 - GENERAL INFORMATION**

## 1.1 Requirement

Parks Canada Agency has a requirement to purchase two (2) Agricultural Tractors, ancillary items and Integrated Logistic Support items, including training (if applicable), in accordance with Annex A – Pricing and Annex B – Requirement.

## 1.2 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

## 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

#### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

 a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the <u>Ineligibility and Suspension</u> <u>Policy</u>. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names".

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

Subsection 2. entitled epost Connect of section 08, Transmission by Facsimile or by epost Connect of the Standard Instructions <u>2003</u> incorporated by reference above is deleted in its entirety.

#### 2.2 Submission of Bids

Bids must be submitted only to the Parks Canada Agency (PCA) Bid Receiving Unit by the date and time indicated on page 1 of the bid solicitation.

#### Bids submitted in-person or by courier may not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-866-246-6893.

The only acceptable email address for responses to bid solicitations is <u>soumissionsouest-bidswest@canada.ca</u>.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2). Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than one (1) calendar day before the bid closing date. Enquiries received after that time may not be answered.

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Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## PART 3 - BID PREPARATION INSTRUCTIONS

#### 3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted.

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Financial Bid (1 hard copy) Section II: Certifications (1 hard copy) Section III: Additional Information (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

#### Section I: Financial Bid

Bidders must complete and submit their financial bid in accordance with the Basis of Payment and Annex A - Pricing.

#### 3.1.1 SACC Manual Clauses

SACC Reference	Title	Date
C3011T	Exchange Rate Fluctuation	2013-11-06

#### Section II: Certifications

Bidders must submit the certifications and additional information required under Part 5.

#### Section III: Additional Information

#### 3.1.2 Delivery Date

All the deliverables must be received on or before March 31, 2022.

#### 3.1.3 Supplier Contacts

Canada requests that Bidders provide the Contractor's Representative contact information in Part 6.

#### 3.1.4 After Sales Service

Canada requests that the Bidder provide in Part 6 the names, addresses and telephone numbers of their dealers and/or agents authorized to provide after sales service, maintenance and warranty repairs, and a full range of repair parts for the vehicle/equipment offered. The Bidder should show the distance between the delivery location and the authorized dealer and/or agent and the delivery location, which should not be more than 100 kilometers.

#### 3.1.5 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component that exceeds the minimum warranty period of twelve (12) months or 1000 hours of usage, whichever comes first. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Financial Evaluation

Bidders must provide with their bid all financial information requested in the bid solicitation, at Annex A – Pricing, and in accordance with the Basis of Payment.

The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

#### 4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated aggregate price per configuration will be recommended for award of a contract.

(More than one (1) contract may be awarded).

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

## 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### 5.2.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

## 5.2.2 Additional Certifications Precedent to Contract Award

## 5.2.2.1 Product Conformance

The Bidder certifies that all proposed vehicles/equipment conform to their Supply Arrangement (SA) under E60HS-18AGTR/A, and to all technical specifications of the purchase description(s).

Bidder's authorized representative signature

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

## 6.1 Security Requirements

There is no security requirement applicable to the Contract.

## 6.2 Requirement - Contract

The Contractor must provide two (2) Agricultural Tractors, ancillary items and Integrated Logistic Support items, including training (if applicable), in accordance with Annex A – Pricing and Annex B – Requirement.

## 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</u>

#### 6.3.1 General Conditions

2010A (2018-06-21) General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

Section 09 entitled Warranty of General Conditions 2010A is amended as follows:

At subsection 1, delete the following: "The warranty period will be twelve (12) months" and replace with the following: "The warranty period will be twelve (12) months, or 1,000 hours of usage, whichever comes first".

Delete subsection 2 in its entirety and replace it with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

## 6.4 Term of Contract

#### 6.4.1 Delivery Date

Delivery of the vehicle/equipment must be made as follows:

Item 001 – two (2) Agricultural Tractors and ancillary items must be delivered within <u>(to be inserted by</u> <u>Contracting Authority at time of contract</u>) weeks/calendar days from the effective date of the contract.

#### 6.4.5 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A - Pricing of the Contract.

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## 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

#### Adam Tan

Contracting Officer / National Contracting Services Unit Parks Canada Agency National Contracting Services 220 - 4 Avenue S.E., suite 720 Calgary, AB T2G 4X3

Telephone: 587-436-5793 E-mail address: <u>adam.tan@pc.gc.ca</u> Facsimile: 1-866-246-6893

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 6.5.2 Technical Authority

The Technical Authority for the Contract is: (To be inserted at time of contract award.)

Address: Telephone: E-mail address:

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 6.5.3 Contractor's Representative

General enquiries	
Name:	
Telephone No.:	
Facsimile No.:	
E-mail address:	
Delivery follow-up	
Name:	
Telephone No.:	

Telephone No	
Facsimile No.:	
E-mail address:	

#### 6.5.4 After Sales Service

The following dealer and/or agent is authorized to provide after sales service, maintenance and warranty repairs; and a full range of repair parts for the vehicle/equipment offered:

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Distance between the delivery locati	on and the dealer and/or agent:	: km
Name:		
Address:		
Telephone No.:		
Distance between the delivery locati	on and the dealer and/or agent	km
Name:		

Address:\_\_\_\_\_\_ Telephone No.:

## 6.6 Payment

#### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price(s) specified in Annex A – Pricing, as follows:

Firm Lot Prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra, as specified in Annex A - Pricing.

## 6.6.2 SACC Manual Clauses

SACC Reference	Title	Date
C6000C	Limitation of Price	2017-08-17
H1001C	Multiple Payments	2008-05-12

#### 6.7 Invoicing

#### 6.7.1 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
- 2. Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.
- 3. The Applicable Taxes must be calculated on the total amount of the invoice before the holdback is applied. At the time the holdback is claimed, there will be no taxes payable as they were claimed and payable under the previous invoice for the vehicle/equipment/service.
- 4. Upon delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor can submit an invoice for the release of the holdback.
- 5. Each invoice must be supported by:
  - (a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- 6. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.

- 7. Invoices must be distributed as follows:
- (a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.
- (b) One (1) copy must be forwarded or emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### 6.7.2 Holdback

Canada will apply a ten (10) percent holdback on any due payment for the vehicle/equipment/service (Items 001) until delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service.

Subsequent to delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor must submit an invoice for the release of the Holdback in accordance with "Invoicing Instructions" found in this contract.

#### 6.8 Certifications and Additional Information

#### 6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### 6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### 6.10 **Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the 2010A (2018-06-21) General Conditions Medium Complexity Goods;
- (c) Annex A Pricing;
- (d) Annex B Requirement;
- (e) The Contractor's bid dated (to be inserted by CA at time of contract award) \_\_\_\_\_, as amended (if applicable, to be inserted by CA at time of contract award) \_\_\_\_\_.

#### 6.11 SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9049C	Vehicle Safety	2011-05-16
A9068C	Government Site Regulations	2010-01-11
G1005C	Insurance	2016-01-28

#### 6.12 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Purchase Description/Statement of Work and to the satisfaction of the Inspection Authority, as

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submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 6.13 **Preparation for Delivery**

The vehicle/equipment must be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to the inspection authority or consignee at the final delivery location.

## 6.14 Shipping Instructions - Delivery at Destination

The Contractor must ship the goods prepaid DDP – Delivery Duty Paid 280 Kwah Rd W, Fort St James, BC V0J 1P0 and #1 Compound RD, Jasper, AB T0E 1E0. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified in Annex A - Pricing. The consignee may refuse shipments when prior arrangements have not been made.

## 6.15 Delivery and Unloading

Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.

## 6.16 Post-Contract Award Meeting

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor must be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at a federal government facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada.

#### 6.17 Tools and Loose Equipment

For shipment verification, all items and tools, which are shipped loose with the vehicle/equipment must be listed on the Inspection Certificate (CF1280) or on an attached packing note.

#### 6.18 Assembly/Preparation at Delivery

If assembly/preparation is required at delivery, the Contractor must contact the Contracting Authority to make arrangements. If required, the Contractor must send a Service Representative to each delivery destination to perform the assembly/preparation on all vehicles/equipment delivered. The assembly/preparation must be performed at no additional cost to Canada.

#### 6.19 Interchangeability

Unless changes during the production run are authorized by the Contracting Authority, all vehicles/equipment supplied against any one item of a contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.

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## ANNEX A – PRICING

## Item 001 – AGRICULTURAL TRACTORS

The Contractor must provide two (2) Agricultural Tractor(s), ancillary items and Integrated Logistic Support items in accordance with Annex B – Requirement.

Section A – Requirement			luirement	Information	Section B – Contractor's Bid	
Line Number	Quantity	Configuration	Destination	Contact at destination	Manufacturer Model	Firm Unit price *
1	One (1)	Configuration A	280 Kwah Rd W, Fort St James, BC V0J 1P0	(to be identified at contract)		
2	One (1)	Configuration E	#1 Compound Rd, Jasper, AB T0E 1E0	(to be identified at contract)		

\* Note : Firm price per vehicle/equipment, ancillary items and Integrated Logistic Support items, including training (if applicable), Delivered Duty Paid (280 Kwah Rd W, Fort St James, BC V0J 1P0 and #1 Compound RD, Jasper, AB T0E 1E0), in accordance with Part 6, Basis of Payment.

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## ANNEX B – REQUIREMENT

The Annex B is a separate document. The document's name is E60HS-18AGTR\_RFP\_Annex\_B\_All groups\_BL.