



REQUEST FOR QUOTATION

CANADIAN COMMERCIAL CORPORATION
Project No. 104073

Nuclear & Radiological Detection Equipment- Self-Contained Breathing Apparatuses and Air-Purifying Respirators

Issued:
May 3rd, 2019

Questions to be received by CCC no later than:
2:00 PM EDT, May 15th, 2019

Quotations to be received by CCC no later than Closing Time:
2:00 PM EDT, May 23rd, 2019

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SECTION 1: INSTRUCTIONS TO RESPONDENTS

1. SUBJECT

1.1 This Section provides general instructions for the solicitation in the form of a Request for Quotation (“RFQ”) for the equipment as described in Appendix A (Equipment Pricing Table) of this RFQ (the “Equipment”).

1.2 The Equipment is to be delivered to the Canadian Commercial Corporation (CCC) appointed freight forwarder no later than August 15, 2019.

2. SOURCE OF FUNDS

2.1 The Canadian Commercial Corporation (CCC) is a federal Crown corporation working in conjunction with the Canadian Department of Foreign Affairs, Trade, and Development (DFATD) to deliver in-kind contributions of goods and services to international recipients to enable those recipients to improve regional security. Those contributions are typically acknowledged and accepted by the foreign recipients through instruments entered into between themselves and DFATD. No direct benefit is being provided to the Crown under this contribution. This contribution is governmental assistance, no element of which is procurement, and thus the relevant procurement conventions and Government of Canada procurement regulations and rules do not apply. CCC is currently seeking quotations from suppliers on Equipment that will form part of an in-kind contribution.

3. RFQ AUTHORITY

3.1 The CCC, under a Memorandum of Understanding with DFATD, will be managing the supply activities for this project.

3.2 The RFQ Authority is:

Canadian Commercial Corporation
350 Albert Street, Suite 700
Ottawa, Ontario K1A 0S6
Attn: Jackie Peplinski
Facsimile: (613) 995-2121
E-mail: bids@ccc.ca

3.3 All matters concerning this RFQ must be discussed with the RFQ Authority exclusively.

3.4 CCC will only post information on Buy and Sell (<https://buyandsell.gc.ca>) and is not responsible for information on any other websites.

4. ENQUIRIES

4.1 Enquiries and/or requests for clarifications must be received no later than 2:00pm EDT on May 15th, 2019.

4.2 All enquiries shall be in writing and addressed to the RFQ Authority. All responses to enquiries submitted in accordance with Section 1, Article 4.1 shall be provided in writing to all others invited to submit, unless the exception contemplated under Section 1 Articles 4.3 and 4.4 applies.

4.3 A potential respondent may request that a response to an enquiry pertaining only to the potential respondent who submitted the enquiry be kept confidential by clearly marking the enquiry “Commercial in Confidence” if the potential respondent considers the enquiry to be commercially confidential.

4.4 CCC shall have sole and absolute discretion to determine if any enquiry marked “Commercial in Confidence” shall be responded to confidentially or not. If CCC decides the enquiry should not be responded to confidentially, the potential respondent shall have the opportunity to either withdraw the enquiry or receive a written response which will be communicated to all potential respondents.

5. MANDATORY SUBMISSION REQUIREMENTS

5.1 A person who responds in writing to this RFQ (“Respondent”) must submit its quotation in the following format:

- (a) Submission of a complete quotation is to be sent electronically to the email address listed under Section 1, Article 5.2 and to be received no later than the Closing Time provided on the cover page (page 1) of this RFQ. The Respondent should provide documentation that demonstrates that the product identified in its quotation meets all the Specifications detailed in Appendix A (Equipment Pricing Table), including as may be available operators’ manual, technical and sales brochures, and certifications. A complete submission shall include:
 - One (1) completed Appendix A (Equipment Pricing Table) in Microsoft Excel format; and
 - One (1) Adobe® PDF format copy of the completed Appendix B (Respondent Declaration), signed and dated by an authorized representative of the Respondent.
- (b) The Respondent shall ensure that no emails are greater than 17 MB in size.

5.2 Quotations must be submitted via email to the following address:

Email: bids@ccc.ca
Subject: CCC PJ#104073.110 –SCBA & APR-Colombia
Attn: Jackie Peplinski

6. COST OF PREPERATION AND SUBMISSION OF QUOTATION

6.1 The Respondent shall bear all costs of whatever nature, associated with the preparation and submission of its quotation. CCC and DFATD shall bear no responsibility to any Respondent or prospective Respondent for any costs of whatever nature, associated with the preparation and submission of a quotation.

7. EVALUATION

7.1 Submissions must include pricing for all listed Equipment under Appendix A – Equipment Pricing Table.

7.2 Evaluation of the quotations will be based on the lowest price, and meeting all requirements contained herein.

7.3 Subject to any provision in this RFQ to the contrary, and contingent upon the successful completion of the financial capacity review in accordance with Article 7.4, the Respondent identified in Article 7.2, will be the first entity to be designated the preferred Respondent (the "Preferred Respondent"). CCC shall notify all Preferred Respondents in writing upon completion of the evaluation.

7.4 CCC may decide to conduct financial due diligence on any Preferred Respondent. Once a Preferred Respondent has been designated, and in order for the Preferred Respondent to demonstrate its financial capacity to successfully complete the project, the Preferred Respondent must submit any financial information requested to CCC, within five (5) business days following CCC's request. Failure to provide the requested financial information within the required timeframe may result in the disqualification of the Preferred Respondent. If the requested financial information does not sufficiently demonstrate the Preferred Respondent's financial capacity to successfully complete the project at CCC's sole and absolute discretion, CCC may request additional information, guarantees and/or securities. It will be at CCC's sole and absolute discretion to determine if the Preferred Respondent has demonstrated its financial capacity to successfully deliver one or more items of Equipment.

7.5 CCC may elect to award one agreement for the Equipment where, in the sole discretion of CCC, it is deemed in the best interest of the Government of Canada. Quantities may increase or decrease depending on the budget available without a new RFQ being issued. CCC may also conduct additional due diligence on any Preferred Respondent. CCC may request from the designated Preferred Respondent information relevant to such due diligence, to be provided within five business days of such a request. Failure to provide the requested information within the required timeframe may result in the disqualification of the Preferred Respondent. CCC's inability to obtain appropriate internal approvals on the basis of the requested information may result in the disqualification of the Preferred Respondent.

8. NOTIFICATION OF AWARD

8.1 In the event of an award, CCC will notify the successful Respondent by email. An agreement ("Agreement"), substantially in the form of Section 3 (Sample Purchase Order), should be accepted within five (5) calendar days of the notice of award. If no Agreement is accepted by the successful Respondent within five (5) calendar days of the notice of award, then the notice of award to the successful Respondent may result in termination.

9. GOVERNING LAW

9.1 This RFQ and the resulting Agreement, if any, shall be governed and interpreted in accordance with the laws in force in the Province of Ontario, Canada, unless otherwise specified in the RFQ.

10. PRICING GUIDELINES

10.1 All prices quoted must be firm and fixed for the duration of the Agreement.

10.2 The Respondent must quote all prices in Canadian dollars (CAD) and include any applicable customs, taxes, duties or similar charges.

10.3 The Equipment to be supplied under the Agreement is intended for export from Canada and as such may constitute a "zero-rated supply" as this expression is defined in Part IX of the Excise Tax Act. If the Equipment meets the criteria for a zero-rated supply, the Goods and Services Tax or the Harmonized Sales Tax should not be added to the value of the Equipment. CCC shall maintain evidence satisfactory to the Canada Revenue Agency that the Equipment has been exported should any request be made to provide such evidence by the Canada Revenue Agency.

If the Supplier determines that the Equipment does not meet the criteria for the zero-rated supply, the Goods and Services Tax or the Harmonized Sales Tax should be added to the value of the Equipment.

11. RESERVATION OF RIGHTS BY CCC AND DFATD

11.1 CCC may investigate the quotation of any Respondent and may require confirmation of information furnished by the Respondent.

11.2 CCC reserves the right, in its sole discretion, to:

- (a) Modify the RFQ at any time, with no financial liability owed by CCC to any Respondent;
- (b) Reject any or all of the quotations for any reason, with no financial liability owed by CCC to any Respondent;
- (c) Reject any quotation where any of the circumstances described in [12 \(2014-09-25\) \(Rejection of bid\)](#) of the Standard Acquisition Clauses and Conditions Manual is present;
- (d) Re-issue the RFQ, to temporarily suspend or permanently cancel the RFQ in whole or in part with no financial liability owed by CCC to any Respondent;
- (e) Issue addenda for the purpose of clarification, information, supplements, or changes to this RFQ;
- (f) To request additional information or documents from, and conduct discussions and correspondence with, any or all Respondents, including for the purposes of CCC conducting integrity due diligence and other necessary due diligence in accordance with its internal procedures;
- (g) Declare any Respondent non-responsive if its Respondent Declaration Form (Appendix B) is found to be false, incomplete or misleading;
- (h) Enter into negotiations with Respondents on any or all aspects of their submissions;
- (i) Accept any quotation in whole or in part without negotiations;
- (j) If no responsive quotations are received and the requirement is not substantially modified, reissue the RFQ by inviting only the Respondents who submitted quotations to resubmit quotations within a period designated by CCC;
- (k) Negotiate with the sole responsive Respondent to ensure best value to the Government of Canada;
- (l) Waive minor deficiencies, informalities, and irregularities in the quotation;
- (m) Award one agreement for the Equipment where, in the sole discretion of CCC, it is deemed in the best interest of the Government of Canada;
- (n) Increase or decrease quantities depending on the budget available without a new RFQ being issued.

12. RESTRICTION ON SUBMITTALS

12.1 Intentionally deleted.

13. NON-COLLUSION

13.1 Any evidence of impropriety or collusion by Respondents acting to illegally restrain freedom of competition by agreement to quote a fixed price, or otherwise, will render the quotations of such Respondents void.

14. CONFIDENTIALITY

14.1 Each recipient of this RFQ shall treat all information directly or indirectly related to this RFQ, in particular the delivery destinations and the list of Equipment being delivered, as confidential for an unlimited period of time and shall not disclose any record or information to any third parties unless prior written consent to disclose is given by CCC.

SECTION 2: PROJECT BRIEF

1. Canada's Weapons Threat Reduction Program

The Weapons Threat Reduction Program (WTRP), formerly known as the Global Partnership Program (GPP), was established in 2002 as Canada's flagship contribution to the Global Partnership Against the Spread of Weapons and Materials of Mass Destruction (GP), a 10-year, US\$20 billion international initiative formed at the 2002 G8 Kananaskis Summit, aimed at securing or destroying chemical, biological, radiological and nuclear (CBRN) materials of proliferation concern in territories of the Former Soviet Union. Since then, both the GP and Canada's WTRP have adopted a global mandate to address security incidents involving the illicit use of CBRN materials.

Program Objectives:

1. Prevent, detect and respond to Weapons of Mass Destruction (WMD) threats;
2. Secure or destroy dangerous CBRN materials;
3. Protect and improve security at vulnerable facilities housing or utilising CBRN materials;
4. Strengthen global networks & international initiatives to address CBRN threats;
5. Build partner capacity to meet international obligations set out in UN Security Council Resolution (UNSCR) 1540 against WMD proliferation.

2. Canadian Commercial Corporation

Recognized as a leader in contracting, acquisition and project management; the Canadian Commercial Corporation (CCC) works with the Canadian federal government to deliver Government Assistance in the form of in-kind contributions to foreign recipients all around the world.

Over the past 60 years, CCC has become a trusted partner to government departments such as DFATD to provide trusted, timely and cost-effective acquisition solutions in crisis response and other challenging environments.

3. The Requirement

CCC, in concert with Canada's WTRP, seeks to enhance the capacity of the Colombia National Police (CNP) to detect illicitly trafficked nuclear and radiological material, through the provision of Self-Contained Breathing Apparatuses and Air-Purifying Respirators as identified in Appendix A (Equipment Pricing Table).

Specifically, the equipment and technical specifications requirements of each item were requested by the Government of Colombia in consultation with chemical, biological, radiological and nuclear (CBRN) experts.

This Equipment is to be delivered to a freight forwarder in Quebec for consolidation and export to Colombia.

END OF SECTION 2

SECTION 3: SAMPLE PURCHASE ORDER

 <small>Canadian Commercial Corporation Corporation Commerciale Canadienne</small>	CAD SUPPLIER
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PURCHASE ORDER (PO)

ORIGINAL

CCC PO No.:

Supplier Reference No.:

<u>Supplier:</u>	<u>Ship to:</u>
Name: _____	Name: _____
Address: _____	Address: _____
(Canada) _____	_____
Phone: _____	Attention: _____
Sales Rep: _____	Phone: _____
Email: _____	Email: _____

No.	Qty	Description of Goods and Services (Note Model # / Part # / Supplier Ref #) <small>(model number, part number, supplier description)</small>	Unit Price (CAD)	TOTAL (CAD)
				\$ -

Payment and Delivery terms: Delivery Date: [DATE] Incoterm: [Insert or N/A as applicable] Payment: Due within 30 days after delivery and receipt of valid Invoice and accompanying documents as per Article 6 of Schedule 1.	SubTotal (CAD) \$ - Shipping (not-to exceed) _____ SubTotal (CAD) \$ - HST/GST*** \$ - TOTAL PRICE (CAD) \$ -
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Warranty: Twelve (12) months from receipt of goods by Recipient. Warranty must be transferable to Recipient. See Article 7 of Schedule 1. Recipient Information: Insert Recipient name or "Not Disclosed" as applicable	***All items will be exported from Canada. See Clause 4.2 of Schedule 1.
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SHIPPING/PACKAGING INSTRUCTIONS: Shipments must contain the following on all packaging and documentation:
XXXXXXXX or N/A

This PO consists of this main body and the following Schedule(s) and Annex(es) attached hereto: Schedule 1 – Terms and Conditions, Annex A – Goods Confirmation Certificate, and Annex B (Technical Specifications).

SUPPLIER NAME

Signature: _____

XXXXXXXX

Sales Representative

Date: _____

CANADIAN COMMERCIAL CORPORATION

Signature: _____

Manager, Procurement

Date: _____

SCHEDULE 1 – Terms and Conditions

This is Schedule 1 to Purchase Order (“PO”) 10XXXX.1XX between the Canadian Commercial Corporation (CCC) and Supplier Name, jointly referred to hereinafter as the “Parties”, dated the XXth day of XXXX, 201X, for the benefit of the [INSERT NAME OF RECIPIENT] (“Recipient”).

The Parties acknowledge and agree that this PO and the related transaction shall form part of an in-kind contribution to a foreign recipient in support of Canada’s commitment pursuant to the [INSERT DFATD PROGRAM] [“XXX”] and is governmental assistance and not a procurement for the benefit of the Government of Canada. The Canadian Commercial Corporation (“CCC”) is working in conjunction with DFATD to deliver this in-kind contribution. The Parties further acknowledge that this transaction is not subject to international and national trade agreements dealing with government procurement.

1. SUPPLY OF GOODS AND SERVICES

- 1.1 These Terms and Conditions shall apply to the supply of goods and services, as more particularly set out in the main body of this Purchase Order and shall be in addition to its terms set out in the main body. “Supplier” includes the entity named on the PO, its successors, and assigns.
- 1.2 The Supplier shall supply the goods and services and deliver same as directed on the main body of the PO.
- 1.3 To the extent the Supplier's terms and conditions are supplied with the goods and services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of this PO (even if a representative of [DFATD/CCC] signs those terms and conditions or annexes the terms and conditions to this PO). This PO may not be amended, or modified, nor shall any of its terms and conditions be waived, except by agreement in writing executed by both the Supplier and [DFATD/CCC].
- 1.4 The Supplier must, in supplying the goods and services:
 - (a) not interfere with [DFATD/CCC]’s activities or the activities of any other person;
 - (b) be aware of and comply with, and ensure that the Supplier’s employees, agents and contractors are aware of and comply with
 - (i) all applicable laws;
 - (ii) all site standards and procedures, to the extent that they are applicable to the supply of the goods and services; and
 - (iii) all lawful directions and orders given by [DFATD/CCC]’s representative or any person authorized to give directions to the Supplier;
 - (c) ensure that the Supplier’s employees, agents and contractors perform in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as not to prejudice safe working practices, safety and care of property and continuity of work;
 - (d) on request by [DFATD/CCC], provide to [DFATD/CCC] any information and assistance required to identify, evaluate, implement and report on any matter required by law; and
 - (e) on request of [DFATD/CCC], provide any export documentation required to export the goods or any other certificates or other similar documents that may be required by any government to successfully export and, if applicable, deliver the goods to the foreign recipient.

2. DELIVERY

- 2.1 The Supplier shall deliver the goods to the address on the main body of this PO, and perform the services described on the PO, by the delivery date(s). The Supplier shall ensure that the goods are suitably packed to avoid damage in international transit or in storage. The shipment shall be marked with the PO number, destination, and any special marking instructions in accordance with the main body of this PO.

3. TITLE AND RISK

- 3.1 All risks of loss or damage shall remain with the Supplier until the goods are delivered to the delivery address specified on the main body of the PO identified as "Ship To" address.
- 3.2 Title to the goods shall transfer to the Recipient upon delivery of the goods and completion of the Goods Confirmation Certificate pursuant to Annex "A".

4. PRICE AND GST/HST

- 4.1 DFATD, through CCC, shall pay the Supplier the Total Price, as stipulated on the main body of the PO, which is inclusive of delivery costs and all applicable duties and taxes, less wire charges.
- 4.2 The goods and services to be supplied under this PO are intended for export from Canada and as such may constitute a "zero-rated supply" as this expression is defined in Part IX of the *Excise Tax Act*. CCC shall maintain evidence satisfactory to the Canada Revenue Agency that the goods have been exported by CCC, or that the services have been delivered outside Canada, and shall provide this information to the Canada Revenue Agency upon request of either the Supplier or the Canada Revenue Agency.

5. LIMITATION OF LIABILITY

- 5.1 The extent of the liability of DFATD and CCC, its servants and employees to the Supplier for all losses, expenses, claims, or damages of every kind and nature, arising out of or connected with the performance of this PO shall collectively be limited to the Total Price as set out on the main page of the PO.

6. INVOICES

- 6.1 For payment pursuant to the main body of the PO, the Supplier shall submit the following documentation to CCC:
 - (a) Valid Commercial Invoice addressed to CCC; and
 - (b) Signed Goods Confirmation Certificate (Annex "A").
- 6.2 If [DFATD/CCC] requests, the Supplier shall provide [DFATD/CCC] with all relevant records to calculate and verify the amount set out in any invoice within a period of seven (7) years after receipt of the invoice.
- 6.3 [DFATD/CCC] is not obliged to approve any invoice submitted in accordance with clause 6.1, and may withhold approval and money due to the Supplier if the goods and services (or any part of them) are not in accordance with the PO or are defective. In this case, [DFATD/CCC] may withhold payment pending resolution or determination of the dispute in accordance with Article 10.1.

7. WARRANTY

- 7.1 The Supplier warrants that all goods and services supplied under this PO will: (a) be free from defects in title, materials and workmanship; (b) match the description, nature, quantity and quality referred to in the PO; (c) be fit for the purpose for which goods and services of the same kind are commonly supplied or bought or for any other purpose [DFATD/CCC] specifies; (d) be new and of merchantable quality. The warranty period shall be the longer of: (a) 90 days after the completion of the services or the signature of Annex A by the Recipient; or (b) the warranty set out on the main body of the PO (Warranty Period).
- 7.2 If, during the Warranty Period, any of the goods and services are found to be defective, then the Supplier shall at its own expense, at the Recipient's or [DFATD/CCC]'s option, expeditiously repair or replace the defective goods or their components or re-perform the service.

- 7.3 [DFATD/CCC] shall assign to the Recipient all of [DFATD/CCC]'s rights to and under the warranty. The Supplier shall provide [DFATD/CCC] and the Recipient proof of the manufacturer's warranty as assigned to the Recipient.

8. TERMINATION

- 8.1 [DFATD/CCC] reserves the right to terminate this PO, or cancel any part, if the Supplier: (a) fails to deliver the goods or perform the services by the time specified; (b) delivers defective goods or performs services that are not in compliance with the PO; or (c) breaches any material terms of this PO.
- 8.2 [DFATD/CCC] may, for its convenience, terminate this PO in whole or in part on written notice to the Supplier. In this event, the Supplier shall be entitled to payment of:
- (a) amounts payable for any goods delivered and services completed in accordance with the PO on or before the date of the written notice for which a price is stated in the PO; and
 - (b) all costs of and incidental to the termination of the PO or part thereof, including the cost of cancellation of obligations incurred by the Supplier with respect to the terminated goods and services or part thereof, and the cost of and incidental to the taking of an inventory of materials, components, work in process and finished work on hand related to the PO at the date of the termination.

9. NOTICE

- 9.1 Notices may be sent by e-mail with return receipt to the address(es) on the PO. Notices sent by e-mail with return receipt shall be deemed to be received on the date they were opened by the recipient. [DFATD/CCC] and the Supplier may change their address(es) by written notice to the other party.

10. APPLICABLE LAWS AND DISPUTE RESOLUTION

- 10.1 The laws of Ontario and the federal laws applicable therein shall govern this PO and [DFATD/CCC] and the Supplier have expressly agreed that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded. Any and all disputes arising out of or related to this PO shall be referred to arbitration in Ottawa, Canada, in the language of the PO, in accordance with the *Commercial Arbitration Act*, (R.S.C R.S.C.1985, c.17, 2nd Supp.). Any such arbitration decision shall be final and binding upon both Parties.

11. GENERAL

- 11.1 The Supplier shall not transfer or assign the PO in any manner without the consent of [DFATD/CCC].
- 11.2 Nothing in the PO shall create a partnership, principal/agent relationship, or a joint venture between [DFATD/CCC] and the Supplier.
- 11.3 Any waiver by [DFATD/CCC] of any breach is not a waiver of any subsequent breach. Any delay or failure by [DFATD/CCC] in enforcing or partially enforcing any provision of the PO is not a waiver of any of [DFATD/CCC]'s rights.
- 11.4 If any provision of these PO terms and conditions is held by any competent authority to be invalid, illegal, or unenforceable in whole or in part the validity of the remainder shall not be affected.
- 11.5 This transaction is not subject to international and national trade agreements dealing with government procurement including but not limited to the WTO Agreement on Government Procurement, the North American Free Trade Agreement, the Comprehensive Economic and Trade Agreement, and the Canadian Free Trade Agreement.
- 11.6 Any amount paid under this Agreement is subject to an appropriation of funds by the Parliament of Canada for the fiscal year in which any commitment would come due for payment. If payment cannot be

made either in full or in part because the level of funding is changed by Parliament of Canada, [DFATD/CCC] will notify the Supplier and [DFATD/CCC] will amend or terminate the PO pursuant to Article 8.2.

- 11.7 The Supplier warrants that no bribe, gift or other inducement has been paid, promised or offered to any official or employee of DFATD, CCC or Her Majesty in right of Canada for, or any other government official with a view to, the entering into this PO.
- 11.8 The Supplier shall treat this PO and all records and other information directly or indirectly related to this PO as confidential for an unlimited period of time and shall not disclose to any third parties unless [DFATD/CCC] provides prior written consent to the disclosure. [DFATD/CCC] agrees not to disclose any information provided by the Supplier that the Supplier indicates clearly thereon is confidential in nature unless otherwise required by law or government policy.
- 11.9 All of the Parties' obligations of confidentiality, representations and warranties set out in the PO as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the PO.

ANNEX "A" – Goods Confirmation Certificate

Instructions:

1. This document is used to confirm the delivery of Goods provided by the Supplier to the address specified on the main body of the PO identified as "Ship To" address.
2. This document must be completed by the Supplier and accompany the shipment.
3. This document forms part of the documentation for payment and payment shall not be made without submission of a fully completed Annex "A". Any comments and reservations made on this document may result in non-payment until the comments/reservations are successfully addressed in the view of [DFATD/CCC].

Item #	Qty	Part #	Description & Specs	Acceptable Condition (Yes / No)	Comments (Be as specific as possible and include photographic evidence of damage when possible)
1					
2					

Submitted by [SUPPLIER]

Authorised Representative:

Name:.....

Signature:.....

Date:.....

Confirmed by CCC designated freight forwarder:

Authorised Representative:

Name:.....

Signature:.....

Date:.....

Acknowledged by CANADIAN COMMERCIAL CORPORATION:

Authorised Representative:

Name:

Signature:.....

Date:.....