



## **REQUEST FOR QUOTATION**

**CANADIAN COMMERCIAL CORPORATION**  
**Project No. 105581.105**

**FOR THE SUPPLY AND DELIVERY OF**  
**MISCELLANEOUS GOODS**  
**AS DIRECT GOVERNMENT ASSISTANCE TO A FOREIGN**  
**RECIPIENT**

Issued: **February 15, 2021**

Questions to be received by CCC no later than:  
**2:00 PM EST, February 24, 2021**

Quotations to be received by CCC no later than Closing Time:  
**2:00 PM EST, March 8, 2021**

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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 Goods as described in Appendix A (Goods Pricing Table) of this RFQ (the “Goods”).

### **2. DELIVERY**

- 2.1 The Goods are to be delivered to the address identified in Appendix A no later than April 30, 2021. They will be forwarded onward for delivery to the Recipient by a Government of Canada entity.

### **3. SOURCE OF FUNDS**

- 3.1 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 Goods that will form part of an in-kind contribution.

### **4. RFQ AUTHORITY**

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

- 4.2 The RFQ Authority is:

Canadian Commercial Corporation  
350 Albert Street, Suite 700  
Ottawa, Ontario K1A 0S6  
Attn: Amber Yeh  
E-mail: [bids@ccc.ca](mailto:bids@ccc.ca)

- 4.3 All matters concerning this RFQ must be discussed with the RFQ Authority exclusively, by way of email to the email address provided in Article 4.2.

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

### **5. ENQUIRIES**

- 5.1 Enquiries and requests for clarifications should be received no later than 2:00pm EST on

February 24, 2021. Enquiries received after that date may not be answered.

- 5.2 All enquiries shall be in writing and addressed to the RFQ Authority by email. All responses to enquiries submitted in accordance with the requirements of this RFQ shall be provided in writing on Buy and Sell, unless the exception contemplated under Section 1 Articles 5.3 and 5.4 applies.
- 5.3 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.
- 5.4 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. CCC may edit the question(s) or may request that the potential respondent do so, so that the confidential or proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all potential respondents.
- 5.5 CCC reserves the right to retain and to use all materials, documents, data, communications, and information prepared and submitted by the potential respondent in connection with this RFQ including without limitation enquiries and requests for clarifications to this RFQ.

## **6. MANDATORY SUBMISSION REQUIREMENTS**

- 6.1 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 only to the RFQ Authority at the email address listed under Section 1, Article 6.2 and must 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 Goods identified in its quotation meets all the Specifications detailed in Appendix A (Goods Pricing Table) (Refer to Section 8.8 and 8.9 for instructions on how to obtain acceptance for proposals of alternate Goods prior to bid Closing Time). A complete submission of a quotation shall include:
    - One (1) completed Appendix A (Goods Pricing Table) listing the total price (“Total Price) of the Goods including the unit price for each item for all listed Goods;
    - One (1) 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.
- 6.2 Quotations must be submitted via email to the following address:

Email: [bids@ccc.ca](mailto:bids@ccc.ca)  
Subject: CCC PJ# 105581.105 – Miscellaneous Goods – Niger  
Attn: Amber Yeh
- 6.3 All prices quoted must be firm and fixed for the duration of the Agreement.

- 6.4 The Respondent must quote all prices in Canadian dollars (CAD) and include any applicable customs, taxes, duties or similar charges. Any amounts for import customs, duties, or similar recipient government-imposed charges are not applicable, and should not be included in the price.
- 6.5 The Total Price and each unit price should not include and should be free of any amount for the Canadian Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) as may be applicable, subject to Article 6.6.
- 6.6 ***[For Canadian suppliers only]*** The Goods to be supplied under the purchase order 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. If the Goods meet 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 Goods. The Supplier shall maintain evidence satisfactory to the Canada Revenue Agency that the Goods have been exported should any request be made to provide such evidence by the Canada Revenue Agency.

## **7. REVIEW OF MANDATORY SUBMISSION REQUIREMENTS**

- 7.1 CCC will first review the mandatory submission requirements of this RFQ to determine which submissions are complete and include all required information to comply with all of the mandatory submission requirements as detailed in Section 1, Article 6.
- 7.2 If a Respondent has failed to satisfy all of the mandatory submission requirements at the RFQ Closing Time, CCC may issue the Respondent a rectification notice ("Rectification Notice") identifying the minor administrative irregularities (identified by CCC in its sole and absolute discretion) and providing the Respondent an opportunity to rectify these irregularities. If the Respondent fails to rectify the identified irregularities in its submission so as to satisfy the mandatory submission requirements within the timeframe specified in the Rectification Notice (the "Rectification Period"), its submission will be declared non-responsive and excluded from further consideration. During the Rectification Period, Respondents may not make changes to their submission, except to provide the information or make the correction requested in the Rectification Notice. In no circumstances will CCC waive the Respondent's obligation to submit the quotation by the Closing Time.

## **8. EVALUATION OF RESPONSIVE QUOTATIONS**

- 8.1 Following the Rectification Period, CCC will then evaluate the responsive quotations and rank the Respondents from first to last based on the lowest Total Price in the Goods Pricing Table (Cell G34), and meeting all requirements contained herein.
- 8.2 Subject to any provision in this RFQ to the contrary, and contingent upon the successful completion of the financial capacity review and integrity review in accordance with Articles 8.3 and 8.4, the Respondent with the lowest Total Price pursuant to Article 8.1, will be the first entity to be designated the preferred Respondent ("Preferred Respondent"). CCC shall notify the Preferred Respondent in writing upon completion of the evaluation.
- 8.3 CCC may decide to conduct financial due diligence on any 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 the Goods.

- 8.4 As a federal Crown corporation operating in conjunction with the Government of Canada's policies, CCC is committed to operating with integrity in an environmentally, socially and ethically responsible manner consistent with Canada's legal and international commitments. As such, CCC may be required to conduct due diligence on any Preferred Respondent to ensure that the Preferred Respondent operates with integrity in accordance with CCC's commitments in its Responsible Business Conduct policy. CCC may therefore request from the designated Preferred Respondent information relevant to such due diligence, to be provided within five (5) 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. It will be at CCC's sole and absolute discretion to determine if the additional information provided by the Preferred Respondent meets CCC's integrity compliance requirements.
- 8.5 The Respondent Declarations (Appendix B) provided by Respondents are subject to verification by CCC at all times. Unless specified otherwise, CCC will declare a quotation non-responsive, or will declare a supplier in default if any Respondent Declaration made by the Respondent is found to be untrue whether made knowingly or unknowingly, during the RFQ evaluation period or during the performance of the Agreement. The RFQ Authority will have the right to ask for additional information to verify the Respondent's Respondent Declaration. Failure to comply and to cooperate with any request or requirement imposed by the RFQ Authority for additional information will render the quotation non-responsive or constitute a default under the Agreement.
- 8.6 In the event that only one responsive quotation is received in response to this RFQ, to satisfy that Canada is obtaining fair value, CCC may perform a cost analysis to assess the fairness and reasonableness of the quotation. Upon request, the Respondent must submit such Total Price justification documentation as requested by CCC.
- 8.7 CCC may elect to award one Agreement, or not award an Agreement, for the Goods where, in the sole discretion of CCC, it is deemed in the best interest of the Government of Canada. In any resulting award, CCC may elect to increase or decrease quantities depending on the budget available without a new RFQ being issued.
- 8.8 Alternate Goods will be considered, with the exception of Items 5 - 11 (boots) and Items 15 - 16 (ballistic eyewear), as detailed in Appendix A. To demonstrate that the alternate Goods meet all specifications detailed in Appendix A, Respondents may choose to submit the specifications and relevant documentation for such alternate Goods through the enquiry process described in Article 4, or Respondents may choose to submit the specifications and relevant documentation for such alternate Goods with its quotation. Acceptance of any alternate Goods shall be at the sole and absolute discretion of the RFQ Authority.

- 8.9 Any accepted alternate Goods submitted as an enquiry in accordance with Article 4 shall be posted publicly via addenda to this RFQ.
- 8.10 Without limiting CCC's reservation of rights set out in Article 13.2, while CCC may enter into an Agreement without prior negotiation with the Preferred Respondent, and CCC reserves the right to negotiate with the Preferred Respondent. If in CCC's judgement, an Agreement cannot be reached with the Preferred Respondent, CCC may, in its sole discretion, begin negotiations with the next highest ranked Respondent, and so forth.
- 8.11 This RFQ (i) does not bind CCC in any way, including without limitation to accept any quotation whatsoever or to accept the lowest quotation, and (ii) shall not be construed as a commitment or obligation whatsoever, or create a commitment or obligation of any kind, including (a) any commitment to any course of action by CCC including without limitation to select a Preferred Respondent, or award or enter into an Agreement or to purchase any Goods or otherwise from the Respondent or Preferred Respondent, or (b) to enter into any business relationship whatsoever with the Respondent or Preferred Respondent.

## **9. QUOTATION VALIDITY PERIOD**

Quotations submitted by the Respondent shall remain valid for a period of not less than sixty (60) days from the Closing Time of the RFQ, however, Respondents may choose to withdraw from the RFQ process by providing written notice thereof to the RFQ Authority. CCC reserves the right to seek an extension of the quotation validity period from any or all Respondents in writing, within a minimum of three (3) days before the end of the quotation validity period. If the extension is accepted by the Respondent(s), CCC will continue with the evaluation of the quotations for the extended quotation validity period. If the request for extension is not accepted by all Respondent(s), CCC will, at its sole discretion, either continue with the evaluation of the quotations of those who have accepted the extension or cancel the RFQ

## **10. NOTIFICATION OF AWARD**

- 10.1 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), must be executed by the Respondent within five (5) calendar days of the notice of award. If no Agreement is executed by the successful Respondent within five (5) calendar days of the notice of award, then the notice of award to the successful Respondent may be terminated or withdrawn and CCC may declare the next ranked Respondent to be the Preferred Respondent.

## **11. COST OF PREPARATION AND SUBMISSION OF QUOTATION**

- 11.1 The Respondent shall bear all costs and expenses of whatever nature, associated with this RFQ including without limitation the preparation and submission of its quotation. CCC and DFATD shall bear no liability or responsibility whatsoever to any Respondent or potential Respondent for any amounts including without limitation any costs or expenses of whatever nature, associated with this RFQ including without limitation the preparation and submission of a quotation.

## **12. GOVERNING LAW**

- 12.1 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, and the federal laws of Canada applicable therein, unless otherwise specified in the RFQ.

### 13. RESERVATION OF RIGHTS BY CCC AND DFATD

- 13.1 CCC may investigate the quotation of any Respondent and may require confirmation of information furnished by the Respondent.
- 13.2 Notwithstanding any other provision of this RFQ, CCC reserves the right, in its sole and absolute discretion, and with no responsibility, obligation or financial liability whatsoever incurred by CCC, or owed by CCC to any Respondent, to:
- (a) Modify the RFQ at any time;
  - (b) Reject any or all of the quotations for any reason;
  - (c) Reject any or all quotations 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, temporarily suspend, permanently cancel, or withdraw the RFQ in whole or in part;
  - (e) Issue addenda for the purpose of clarification, information, supplements, or changes to this RFQ;
  - (f) To seek clarification, verification or investigation, request additional information or documents from, and conduct discussions and correspondence with, any or all Respondents;
  - (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 any Respondent or Respondents on any or all aspects of their submissions;
  - (i) Accept any quotation in whole or in part with or without negotiations;
  - (j) Not accept or be obliged to accept any quotation from a Respondent including without limitation whether after the quotation submission date, or the evaluation of responsive quotations, or notification of award, or the appointment of any Respondent as a Preferred Respondent;
  - (k) 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;
  - (l) Negotiate with the sole responsive Respondent to ensure best value to the Government of Canada;
  - (m) Waive minor non-compliance with the RFQ documents, specifications or any conditions, including the timing of delivery of anything required by this RFQ and may, at its sole discretion, elect to retain for consideration submissions which are non-conforming because they do not contain the content or form required by the RFQ documents or because they have not complied with the process for submissions set out herein;



- (n) Award one Agreement, or not award an Agreement, for the Goods; and
- (o) Increase or decrease quantities depending on the budget available without a new RFQ being issued.

#### **14. NON-COLLUSION**

- 14.1 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.

#### **15. CONFIDENTIALITY**

- 15.1 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 Goods 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.
- 15.2 Any information submitted by the Respondent that the Respondent considers to be commercially confidential should be clearly marked as “Commercial in Confidence”.
- 15.3 In accordance with CCC and Government of Canada regulations and policy on transparency, CCC or DFATD will disclose the following information about any Agreement resulting from this RFQ:
- (a) Name of Respondent with whom CCC or DFATD executes an Agreement
  - (b) Country of destination of Goods or Services
  - (c) General description of the Goods or Services
  - (d) Value and currency of the Agreement
- 15.4 CCC may publish the name of the successful Respondent and the Total Price of the Purchase Order on Buy and Sell (<https://buyandsell.gc.ca>).

#### **16. DEBRIEFING**

- 16.1 Respondents may request a debriefing on the results of the RFQ. Respondents should make the request to the RFQ Authority in writing within fifteen (15) working days from receipt of the results of the RFQ process. The debriefing may be in writing or by telephone.
- 16.2 Respondents may also request the name(s) of the successful Respondent(s). Where the request involves a Respondent who is an individual, some information may qualify for protection under the *Privacy Act*.

## **SECTION 2: PROJECT BRIEF**

### **1. Canada's Counter-Terrorism Capacity Building Program**

Canada created the Counter-Terrorism Capacity Building Program (the "CTCB Program") in 2005 to provide training, funding, equipment, technical and legal assistance to other states so that they are able to prevent and respond to terrorist activity in accordance with international counter-terrorism and human rights norms, standards and obligations. Through this Program, Canada share expertise with foreign recipients in seven main areas:

- Border security;
- Transportation security;
- Legislative, regulatory and legal policy development, legislative drafting, and human rights and counter-terrorism training;
- Law enforcement, security, military and intelligence training;
- Chemical/biological/radiological/nuclear and explosives (CBRNE) terrorism prevention, mitigation, preparedness, response and recovery;
- Combating terrorism financing; and
- Cyber security and protecting critical infrastructure.

The Department of Foreign Affairs, Trade and Development's CTCB Program Secretariat administers the Program. The CTCB Program is managed by an interdepartmental steering committee comprising of 19 federal departments and agencies that ensure this assistance takes a 'whole-of-government' approach.

### **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 sixty (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 CTCB, seeks to provide, for the purpose of providing direct government assistance to foreign recipients, to the Government of Niger with the requested Goods as identified in Appendix A (Goods Pricing Table).

All Goods are to be delivered to the address identified in Appendix A. The Goods will be forwarded onward to the Government of Nigeria by a Government of Canada entity.

The Goods as identified in Appendix A (Goods Pricing Table) may be considered controlled Goods, and/or may require export permits. The successful Respondent will be responsible for providing, on request by CCC prior to or after delivery, any information, documentation and assistance required to identify, evaluate, implement and report on any matter required by law, regulation or government orders; and do such things and execute and deliver such documents as necessary to complete all export and import processes to deliver the Goods to the Recipient.

**END OF SECTION 2**

# SECTION 3: SAMPLE PURCHASE ORDER

	<h2 style="margin: 0;">CCC</h2> <p style="margin: 0; font-size: small;">Canadian Commercial Corporation Corporation Commerciale Canadienne</p>	<p style="margin: 0; font-weight: bold;">CAD SUPPLIER</p>
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Canadian Commercial Corporation  
 350 rue Albert Street, suite 700  
 Ottawa, Ontario K1A 0S6  
 Tel: 613-996-0034 Fax: 613-995-2121  
 Attn: XXXXXXXX, 613-XXX-XXXX, XXXXXXXX@ccc.ca

## PURCHASE ORDER (PO)

**ORIGINAL**

**CCC PO No.:** 10XXXX.1XX  
**Supplier Reference No.:**

<p><b>Supplier:</b></p> <p><b>Name:</b> _____</p> <p><b>Address:</b> _____</p> <p style="margin-left: 20px;">(Canada)</p> <p><b>Phone:</b> _____</p> <p><b>Sales Rep:</b> _____</p> <p><b>Email:</b> _____</p>	<p><b>Ship to:</b></p> <p><b>Name:</b> _____</p> <p><b>Address:</b> _____</p> <p>_____</p> <p><b>Attention:</b> _____</p> <p><b>Phone:</b> _____</p> <p><b>Email:</b> _____</p>
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No.	Qty	Description of Goods and Services (Note Model # / Part # / Supplier Ref #)	Unit Price (CAD)	TOTAL (CAD)
1		Example: Goods XXXX, in accordance with Annex B of Schedule 1.		\$ -
2				\$ -
3				\$ -
4				\$ -

<p><b>Payment and Delivery terms:</b></p> <p><b>Delivery Date:</b> On or before XXXXX, 201X.</p> <p><b>Incoterm:</b> [Insert or N/A as applicable]</p> <p><b>Payment:</b> Due within 30 days after delivery and receipt of valid Invoice and accompanying documents as per Article 6 of Schedule 1.</p>
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SubTotal (CAD)	\$ -
Shipping (not-to exceed)	
SubTotal (CAD)	\$ -
HST/GST***	\$ -
<b>TOTAL PRICE (CAD)</b>	<b>\$ -</b>

<p><b>Warranty:</b></p> <p>Twelve (12) months from receipt of goods by Recipient. Warranty must be transferable to Recipient. See Article 7 of Schedule 1.</p>
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\*\*\*The Government of Canada will take custody of the equipment in Petawawa and will export to the Recipient.

<p><b>Recipient Information:</b></p> <p>Insert Recipient name or "Not Disclosed" as applicable</p>
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<p><b>SHIPPING/PACKAGING INSTRUCTIONS:</b> Shipments must contain the following on all packaging and documentation:</p> <p style="font-size: large; font-weight: bold;">XXXXXXXX or N/A</p>
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This PO consists of this main body and the following Schedule(s) and Annex(es) attached hereto: Schedule 1 – Terms and Conditions, Annex A – Confirmation of Quantities Certificate and Annex B -Goods Acceptance Certificate.

<p><b>SUPPLIER NAME</b></p>
<p>Signature:</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p style="background-color: yellow;">XXXXXXXX</p> <p>Sales Representative</p> <p>Date: _____</p>

<p><b>CANADIAN COMMERCIAL CORPORATION</b></p>
<p>Signature:</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p style="background-color: yellow;">XXXXXXXXXX</p> <p>Manager, Procurement</p> <p>Date: _____</p>

This is Schedule 1 to Purchase Order (collectively the “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, 202X, 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 the Department of Foreign Affairs, Trade and Development (“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.

## TERMS AND CONDITIONS

### 1. SUPPLY OF GOODS

1.1 These Terms and Conditions shall apply to the supply of goods, (“Goods”) 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 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 (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:

- (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 and regulations;
  - (ii) all site standards and procedures, to the extent that they are applicable to the supply of the Goods; 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 or regulation;
- (e) on request of [DFATD/CCC], provide any export or import documentation required to export or import 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; and
- (f) obtain, and pay for, all permits, licenses, visas, certificates, authorizations or other documents as required by any government authority in the performance of any obligation under this PO.

### 2. DELIVERY

2.1 The Supplier shall deliver the Goods to the address on the main body of this 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 Custody of the Goods will be temporarily accepted by a representative of the Government of Canada at the delivery address ("Custodial Representative") for the beneficiary governmental agency in Niger. As soon as possible following receipt, the Custodial Representative will send the Goods to the Recipient. The Parties agree and understand that the Custodial Representative will receive no benefit from the Goods that are to be provided as governmental assistance to the Recipient.

3.2 All risks of loss or damage shall remain with the Supplier until the goods are temporarily accepted by the Custodial Representative pursuant to Annex "A" (Confirmation of Quantities Certificate).

3.3 Title to the goods shall transfer to the Recipient upon delivery of the goods and completion by the Recipient of the Goods Acceptance Certificate pursuant to Annex "B".

### 4. PRICE AND GST/HST

4.1 DFATD, through CCC, shall, subject to the terms and conditions hereof, pay the Supplier an amount that shall not exceed the Total Price, as stipulated on the main body of the PO, which is inclusive of shipping costs and all applicable duties and taxes, less wire charges. The Supplier shall provide a detailed written invoice to CCC. CCC shall pay shipping costs based on actual shipping costs incurred.

4.2 *[For Canadian Suppliers only]* The Goods 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*. The Supplier shall maintain evidence satisfactory to the Canada Revenue Agency that the Goods have been exported should any request be made to provide such evidence by the Canada Revenue Agency.

4.3 There will be a day for day extension of the delivery schedule for delays due to non-exempted taxes, duties or fees.

### 5. LIMITATION OF LIABILITY AND INDEMNIFICATION

5.1 The extent of the liability of DFATD and CCC, its servants and employees to the Supplier for any and all losses, expenses, claims, or damages of every kind and nature whatsoever, 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 body of the PO.

5.2 The Supplier hereby agrees to indemnify and hold harmless DFATD and CCC from and against any liability, losses, expenses, claims, or damages of every kind and nature whatsoever, including costs for infringement of any patent or other intellectual property rights, arising from or out of or in connection with this PO and the supply of the Goods by the Supplier in its performance of the PO or from the use of the Goods by the Recipient.

### 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 Confirmation of Quantities Certificate (Annex "A").

6.2 If [DFATD/CCC] requests, the Supplier shall provide [DFATD/CCC] with all relevant information including all records to calculate and verify the amount set out in any invoice within a period of seven (7) years after [DFATD/CCC] receipt of the invoice.

6.3 [DFATD/CCC] is not obliged to approve any invoice submitted in accordance with Article 6.1, and may withhold approval and money due to the Supplier if the goods (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 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 of the same kind are commonly supplied or bought or for any other purpose [DFATD/CCC] specifies; and (d) be new and of merchantable quality. The warranty period shall be the longer of: (a) 90 days after 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 are found to be defective, then the Supplier shall at its own cost and expense, at the Recipient’s or [DFATD/CCC]’s option, expeditiously repair or replace the defective Goods or their components.

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, after giving the Supplier written notice in accordance with Article 9 (Notices), to terminate this PO, or cancel any part thereof, if the Supplier: (a) fails to deliver the Goods by the time specified; (b) delivers defective Goods that are not in compliance with the PO; or (c) breaches any material terms of this PO. Furthermore, where the Supplier is in default in the performance of its obligations under this PO, [DFATD/CCC] reserves the right, without prejudice to any other rights and remedies, to exercise one or more of the following rights:

- (a) Obtain all or part of the undelivered Goods from other sources at the Supplier’s cost or expense;
- (b) Refuse to sign the Goods Acceptance Certificate that appears as Annex A; and
- (c) Claim damages for any excess amount paid by [DFATD/CCC] to obtain the Goods from alternate suppliers.

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 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 reasonable 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 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, the Supplier is required to use all reasonable efforts to mitigate any such costs.

## 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 of Canada 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.

11.9 In accordance with [DFATD/CCC] and Government of Canada regulations and policy on transparency, [DFATD/CCC] will disclose the following information about the PO:

- (a) Name of Supplier;
- (b) Country of destination of Goods;
- (c) General description of the Goods; and
- (d) Value and currency of the PO.

[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 or court order.

11.10 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" – Confirmation of Quantities Certificate**

Instructions:

1. This document is used for the acceptance of Goods listed below demonstrating that the Goods were delivered in the quality and quantity required and in accordance with the requirements of the Agreement.
2. This document must be completed by the Supplier and accompany each shipment of Goods.
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 and to the satisfaction of [DFATD/CCC].

Item #	Qty	Model # / Part # / Supplier Ref #	Description of Goods	Acceptable Condition (Yes / No)	Comments (Be as specific as possible and include photographic evidence of damage when possible)
			Insert Goods XX info from main body of PO		

**Submitted by: INSERT SUPPLIER NAME (Supplier)**

**Custody temporarily accepted by: INSERT NAME OF CANADIAN GOVERNMENT ENTITY**

*Authorised Representative:*

*Authorised Representative:*

Name:.....

Name:.....

Signature:.....

Signature:.....

Date:.....

Date:.....

**Acknowledged by: CANADIAN COMMERCIAL CORPORATION**

**The Parties hereto agree and understand that these Goods are not for the benefit of the Custodial Representative or the Government of Canada and will be delivered to the Recipient by the Custodial Representative.**

*Authorised Representative:*

Name: .....

Signature: .....

Date: .....



**ANNEX "B" – Goods Acceptance Certificate**

Instructions:

1. This document is used for the acceptance of Goods listed below demonstrating that the Goods were delivered in the quality and quantity required and in accordance with the requirements of the Agreement.
2. This document must be completed by the Supplier and accompany each shipment of Goods.
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 and to the satisfaction of **[DFATD/CCC]**.

Item #	Qty	Model # / Part # / Supplier Ref #	Description of Goods	Acceptable Condition (Yes / No)	Comments (Be as specific as possible and include photographic evidence of damage when possible)
			Insert Goods XX info from main body of PO		

**Submitted by: INSERT SUPPLIER NAME**  
(Supplier)

**Accepted by: RECIPIENT**

*Authorised Representative:*

*Authorised Representative:*

Name:.....

Name:.....

Signature:.....

Signature:.....

Date:.....

Date:.....

**Acknowledged by: CANADIAN COMMERCIAL CORPORATION**

*Authorised Representative:*

Name: .....

Signature: .....

Date: .....

**APPENDIX A  
Goods Pricing Table**

Respondant Name: \_\_\_\_\_

**PLEASE NOTE:**

1. Prices quoted must be in Canadian Dollars (CAD)
2. Alternate Goods will be considered, with the exception of Items 5 - 11 (boots) and Items 15 – 16 (ballistic eyewear), as detailed in Appendix A. To demonstrate that the alternate Goods meet all specifications detailed in Appendix A, Respondents may choose to submit the specifications and relevant documentation for such alternate Goods through the enquiry process described in Article 4, or Respondents may choose to submit the specifications and relevant documentation for such alternate Goods with its quotation. Acceptance of any alternate Goods shall be at the sole and absolute discretion of the RFQ Authority.
3. The Respondent shall provide their quantities listed in Column E and I and Unit Prices listed in Column F and J respectively.
4. Following the Rectification Period, CCC will then evaluate the responsive quotations and rank the Respondents from first to last based on the lowest Total Price in the Goods Pricing Table (Cell G34), and meeting all requirements contained herein.

**GOODS: MILITARY EQUIPMENT:**

No.	Name <sup>(1)</sup>	Item <sup>(1)</sup>	Manufacturer	Quantity	Unit Price (CAD)	Total (CAD)
1	Compass (or equivalent)	Suunto MC-2/G/6400 Compass in Milliradians (or equivalent)  <b>Specifications:</b> Direction Scale: Mils Metric scales cm, inch, 1:20 000 km Roamer, 1:25 000 km Roamer Adjustable declination correction scale  Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert]	Suunto (or equivalent)	360		
2	Gloves (or equivalent)	5.11 High abrasion tactical glove (or equivalent) Colour: Black Size: Small  <b>Accepted alternates are:</b> <u>Mechanix Wear the Original Covert Tactical Glove</u>  Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Size: [Respondent to insert]	5.11 (or equivalent)	45 Pairs		
3	Gloves (or equivalent)	5.11 High abrasion tactical glove (or equivalent) Colour: Black Size: Medium  <b>Accepted alternates are:</b> <u>Mechanix Wear the Original Covert Tactical Glove</u>  Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Size: [Respondent to insert]	5.11 (or equivalent)	230 Pairs		

**APPENDIX A  
Goods Pricing Table**

4	Gloves (or equivalent)	5.11 High abrasion tactical glove (or equivalent) Colour: Black Size: Large  <u>Accepted alternates are:</u> <u>Mechanix Wear the Original Covert Tactical Glove.</u>  Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Size: [Respondent to insert]	5.11 (or equivalent)	230 Pairs		
5	Boots (No Substitutes)	AKU Pilgrim DS Desert (No Substitutes) Colour: Beige Size: 7.5  Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Size: [Respondent to insert]	AKU (No Substitutes)	60 Pairs		
6	Boots (No Substitutes)	AKU Pilgrim DS Desert (No Substitutes) Colour: Beige Size: 8  Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Size: [Respondent to insert]	AKU (No Substitutes)	65 Pairs		
7	Boots (No Substitutes)	AKU Pilgrim DS Desert (No Substitutes) Colour: Beige Size: 9  Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Size: [Respondent to insert]	AKU (No Substitutes)	80 Pairs		
8	Boots (No Substitutes)	AKU Pilgrim DS Desert (No Substitutes) Colour: Beige Size: 10  Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Size: [Respondent to insert]	AKU (No Substitutes)	70 Pairs		
9	Boots (No Substitutes)	AKU Pilgrim DS Desert (No Substitutes) Colour: Beige Size: 11  Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Size: [Respondent to insert]	AKU (No Substitutes)	50 Pairs		
10	Boots (No Substitutes)	AKU Pilgrim DS Desert (No Substitutes) Colour: Beige Size: 12  Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Size: [Respondent to insert]	AKU (No Substitutes)	20 Pairs		

**APPENDIX A  
Goods Pricing Table**

11	Boots <b>(No Substitutes)</b>	AKU Pilgrim DS Desert <b>(No Substitutes)</b> Colour: Beige Size: 13  Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Size: [Respondent to insert]	AKU <b>(No Substitutes)</b>	15 Pairs		
12	Boot laces <b>(or equivalent)</b>	Ironlace paracord 550 Boot Laces <b>(or equivalent)</b> Length: 72" Colour: Coyote Brown  <u>Accepted alternates are:</u> <u>Rothco 72" Boot Laces</u>  Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Size: [Respondent to insert]	Ironlace <b>(or equivalent)</b>	1080 Pairs		
13	CAMELBAK <b>(or equivalent)</b>	CAMELBAK THERMOBAK 3L <b>(or equivalent)</b> Colour: Multicam Hydration Capacity: 3L/100oz Hydration Type: Mil Spec CRUX Reservoir with Quicklink System  <u>Accepted alternates are:</u> <u>Camelbak - ThermoBak 3L 100 oz Mil Spec Antidote Long MultiCam</u>  Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Hydration Capacity: [Respondent to insert]	CAMELBAK <b>(or equivalent)</b>	360		
14	Knee Pads <b>(or equivalent)</b>	HWI Next gen Knee Pad NGK <b>(or equivalent)</b> Colour: GREEN  <u>Accepted alternates are:</u> <u>ALTA AltaPRO-S Tactical Knee Pads with Flexible caps</u> <u>ALTA AltaFLEX FLEXIBLE CAP Tactical Knee Pads</u>  Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert]	HWI <b>(or equivalent)</b>	360		
15	Ballistic Eyewear <b>(No Substitutes)</b>	Revision Sawfly eyewear U.S. military kit <b>(No Substitutes)</b> Colour: Black Size: Small  Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Size: [Respondent to insert]	Revision <b>(No Substitutes)</b>	180		
16	Ballistic Eyewear <b>(No Substitutes)</b>	Revision Sawfly eyewear U.S. military kit <b>(No Substitutes)</b> Colour: Black Size: Regular  Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Size: [Respondent to insert]	Revision <b>(No Substitutes)</b>	180		

**APPENDIX A  
Goods Pricing Table**

17	Headlamp (or equivalent)	<p>Petzl Tactika + 350 Lumen Headlamp including batteries (or equivalent) Colour: Black</p> <p><b>Specifications:</b> White and red light capability, including AAA batteries.</p> <p><b>Accepted alternates are:</b> <u>Princeton Tec Vizz</u></p> <p>Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert]</p>	Petzl (or equivalent)	360		
18	Undershirts (or equivalent)	<p>5.11 Tactical Utili-T Crew (or equivalent) Colour: Tan Size: Small Material: Cotton</p> <p><b>Accepted alternates are:</b> <u>Propper Pack 3 T-Shirt – Crew Neck</u></p> <p>Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Size: [Respondent to insert]</p>	5.11 Tactical (or equivalent)	270 Shirts		
19	Undershirts (or equivalent)	<p>5.11 Tactical Utili-T Crew (or equivalent) Colour: Tan Size: Medium Material: Cotton</p> <p><b>Accepted alternates are:</b> <u>Propper Pack 3 T-Shirt – Crew Neck</u></p> <p>Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Size: [Respondent to insert]</p>	5.11 Tactical (or equivalent)	540 Shirts		
20	Undershirts (or equivalent)	<p>5.11 Tactical Utili-T Crew (or equivalent) Colour: Tan Size: Large Material: Cotton</p> <p><b>Accepted alternates are:</b> <u>Propper Pack 3 T-Shirt – Crew Neck</u></p> <p><u>Make of Goods: [Respondent to insert]</u> <u>Model of Goods: [Respondent to insert]</u> <u>Colour: [Respondent to insert]</u> <u>Size: [Respondent to insert]</u></p>	5.11 Tactical (or equivalent)	270 Shirts		

**APPENDIX A  
Goods Pricing Table**

21	Socks (or equivalent)	<p>5.11 Cupron OTC Sock (or equivalent) Colour: Black Size: S/M Material: Polyester</p> <p><u>Accepted alternates are:</u> <u>Rothco Moisture Wicking Military Sock</u></p> <p>Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Size: [Respondent to insert]</p>	5.11 Cupron (or equivalent)	810 Pairs		
22	Socks (or equivalent)	<p>5.11 Cupron OTC Sock (or equivalent) Colour: Black Size: L/XL Material: Polyester</p> <p><u>Accepted alternates are:</u> <u>Rothco Moisture Wicking Military Sock</u></p> <p>Make of Goods: [Respondent to insert] Model of Goods: [Respondent to insert] Colour: [Respondent to insert] Size: [Respondent to insert]</p>	5.11 Cupron (or equivalent)	270 Pairs		
<b>SUB-TOTAL (CAD) - GOODS</b>						
<b>SHIPPING</b>	<p><b>SHIPPED DDP (INCOTERMS 2020) TO:</b> <b>Petawawa, Ontario</b> <b>Canada</b></p> <p>***The Government of Canada will take custody of the equipment in Petawawa and will export to the Recipient.</p>					
						<b>TAXES (2)</b>
						<b>OTHER (3)</b>
						<b>TOTAL PRICE (CAD)</b>
<p><b>NOTE:</b></p> <p><b>(1)</b> Each item of Equipment must include the manufacturer's technical manuals, such as operator instructions and maintenance instructions. The technical manuals must be in English.</p> <p><b>(2)</b> In accordance with Article 4.2 of Section 3 - The goods to be supplied under the Agreement 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. The Supplier shall maintain evidence satisfactory to the Canada Revenue Agency that the goods have been exported outside Canada, should any request be made to provide such evidence by the Canada Revenue Agency. If the Supplier determines that the Goods do not meet the criteria for the zero-rated supply, the Goods and Services Tax or Harmonized Sales Tax should be added to the value of the Goods in this Appendix A.</p>						

## Appendix B Respondent Declaration Form

**Instructions:** Complete this Respondent Declaration and submit in Adobe Acrobat PDF format file with the Name of Respondent, Name of Project, and the words "Respondent Declaration" clearly displayed. Failure to include a fully completed and signed Respondent Declaration may, at CCC's discretion, disqualify the quotation and the associated Respondent.

### RESPONDENTS SHALL NOT ALTER THIS FORM

<b>1. NAME OF RESPONDENT:</b>	
Street Address:	Mailing Address (if different than street address)
City:	City:
Prov./Terr./State:	Prov./Terr./State:
Postal/ZIP Code:	Postal/ZIP Code:
Phone #:	Fax#:
E-Mail:	

### 2. DECLARATION

In relation to the Request for Quotations ("RFQ") for the provision of Miscellaneous Equipment – Niger – CCC Project # 105581.105:

I, the undersigned, being an authorized representative of the Respondent, hereby certify that to the best of our individual knowledge and after reasonable inquiry that:

- a. the information given on our quotation is in compliance with all requirements set forth in this RFQ and is true, accurate and complete;
- b. we have arrived at the accompanying quotation independently and have not discussed our quotation or colluded with any other potential Respondents in regards to this RFQ;
- c. our quotation does not include delivery of goods that originate, either directly or indirectly, from entities listed, in relation to terrorists groups and those who support them, under subsection 83.05(1) of the Criminal Code of Canada, and identified thereto in a "List of Entities" which may be found at: <http://www.osfi-bsif.gc.ca/Eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx> or <http://www.publicsafety.gc.ca/cnt/ntnl-scrnt/cntr-trrrsm/lstd-ntts/crrnt-lstd-ntts-eng.aspx>.
- d. neither we nor any member of the Respondent have, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the Agreement if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*;
- e. neither we nor any member of the Respondent have been convicted of an offence or sanctioned within the last five (5) years under Section 239 of the *Income Tax Act* (Revised States of Canada, 1985, chapter 1, 5th

Supplement), Section 327 of the *Excise Tax Act* (Revised States of Canada, 1985, Chapter E-15) or any equivalent or similar provision contained in a provincial statute;

- f. neither we nor any member of the Respondent have ever been convicted of an offence under Section 121 (Frauds on the government and Contractor subscribing to election fund), Section 124 (Selling or Purchasing Office), Section 380 (Fraud) or Section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada* (<https://laws-lois.justice.gc.ca/eng/acts/c-46/>), or under paragraph 80(1)(d) (False entry, certificate or return) subsection, 80(2) (Fraud against Her Majesty), Section 154.01 (Fraud against Her Majesty) of the *Financial Administration Act* (<https://laws-lois.justice.gc.ca/eng/acts/F-11/>) or the *Corruption of Foreign Public Officials Act* (<https://laws-lois.justice.gc.ca/eng/acts/c-45.2/>);
- g. neither we nor any member of the Respondent have ever been convicted of an offence under any of the provisions referred to in subsection 750(3) of the *Criminal Code* or that, if the Respondent or any member of the Respondent has been convicted of any of those offences, it is one for which
  - i. a pardon was granted under the *Criminal Records Act* – as it read immediately before the coming into force of section 109 of the *Safe Streets and Communities Act* – that has not been revoked or ceased to have effect;
  - ii. a record suspension has been ordered under the *Criminal Records Act* and that has not been revoked or ceased to have effect;
  - iii. an order of restoration was made under sub-section 750(5) of the *Criminal Code* that restores the Respondent’s capacity to enter into the Agreement or to receive any benefit under the Agreement as the case may be; or
  - iv. the conviction was set aside by a competent authority.
- h. we acknowledge that neither CCC and/or DFATD are obliged to award an Agreement as a result of this RFQ;
- i. We have not been declared ineligible by Her Majesty or under Canadian laws, official regulations, or by an act of non-compliance with a decision of the United Nations Security Council, and we understand that in the event that any such circumstances arise we may be deemed ineligible for contract award; and
- j. We understand that, for any Agreement resulting from this RFQ, CCC and DFATD will publicly disclose the following information: name of Respondent with whom CCC or DFATD executes and Agreement, country of destination of Goods or Services, general description of the Goods or Services, and value and currency of the Agreement.

\_\_\_\_\_  
Name & Title of Authorized Signatory(ies)

\_\_\_\_\_  
Signature(s) of Individuals or Authorized Signatory(ies)

Date: \_\_\_\_\_