Canadian International Trade Tribunal
Tribunal canadien du commerce extérieur

Ottawa, Monday, July 14, 2003

File No. PR-2003-007

IN THE MATTER OF a complaint filed by Port Weller Dry Docks, a division of Canadian Shipbuilding & Engineering Ltd., under subsection 30.11(1) of the *Canadian International Trade Tribunal Act*, R.S.C. 1985 (4th Supp.), c. 47;

AND FURTHER TO a decision to conduct an inquiry into the complaint under subsection 30.13(1) of the *Canadian International Trade Tribunal Act*.

DETERMINATION OF THE TRIBUNAL

Pursuant to subsection 30.14(2) of the *Canadian International Trade Tribunal Act*, the Canadian International Trade Tribunal determines that the complaint is not valid.

Pierre Gosselin
Pierre Gosselin
Presiding Member

Zdenek Kvarda
Zdenek Kvarda
Member

Ellen Fry
Ellen Fry
Member

Michel Granger
Michel Granger
Secretary

The statement of reasons will follow at a later date.

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Date of Determination :	July 14, 2003
Date of Reasons:	August 13, 2003
Tribunal Members:	Pierre Gosselin, Presiding Member Zdenek Kvarda, Member Ellen Fry, Member
Senior Investigation Officer:	Daniel Chamaillard
Counsel for the Tribunal:	Roger Nassrallah
Complainant:	Port Weller Dry Docks, a division of Canadian Shipbuilding & Engineering Ltd.
Government Institution:	Department of Public Works and Government Services
Counsel for the Government Institution:	Christianne M. Laizner Susan D. Clarke Ian McLeod

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AND FURTHER TO a decision to conduct an inquiry into the complaint under subsection 30.13(1) of the *Canadian International Trade Tribunal Act*.

STATEMENT OF REASONS

COMPLAINT

On April 14, 2003, Port Weller Dry Docks, a division of Canadian Shipbuilding & Engineering Ltd. (Port Weller) filed a complaint with the Canadian International Trade Tribunal (the Tribunal) under subsection 30.11(1) of the *Canadian International Trade Tribunal Act*.[1] The complaint concerns the procurement (Solicitation No. W8483-01GD01/A) by the Department of Public Works and Government Services (PWGSC) in the form of a Letter of Interest (LOI) for the supply of refit services for the HMCS Preserver[2] on behalf of the Department of National Defence (DND).

Port Weller, a potential supplier located in St. Catharines, Ontario, submitted that it is being denied the opportunity to bid on the procurement, as the solicitation was restricted to suppliers located in Eastern Canada, up to Montréal, Quebec. It further submitted that the vessel to be refitted is able to transit via the St. Lawrence Seaway (the Seaway) up to Port Weller's dry docking facility, with an acceptable element of risk.

Port Weller requested, as a remedy, that it be allowed an opportunity to tender on the procurement and that its proposal be given a fair evaluation.

On May 20, 2003, PWGSC filed a Government Institution Report (GIR) with the Tribunal. Port Weller filed its comments on the GIR on June 2, 2003. On June 11, 2003, PWGSC requested that the Tribunal accept additional comments on new evidence that Port Weller presented in its comments on the GIR. The Tribunal accepted the comments and set a deadline of June 27, 2003, for Port Weller to provide an additional response. No response was received.

Given that there was sufficient information on the record to determine the validity of the complaint, the Tribunal decided that a hearing was not required and disposed of the complaint on the basis of the information on the record.

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1. R.S.C. 1985 (4th Supp.), c. 47 [*CITT Act*].
2. The HMCS Preserver is an auxiliary oiler replenishment (AOR) ship which has a vast supply capacity (13,250 tonnes of vessel fuel, 510 tonnes of aircraft fuel, 360 tonnes of dry cargo and 300 tonnes of ammunition) and is used to supply task group vessels at sea with food, munitions, fuel, spare parts and other supplies. It is based in Atlantic Canada.

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PROCUREMENT PROCESS

An LOI, with a closing date of April 25, 2003, was issued by PWGSC on behalf of DND on April 4, 2003, in order to pre-qualify bidders for a requirement to refit the HMSC Preserver. On page 1 of the LOI, it is stipulated that:

> In accordance with the 1996 Shipbuilding Procurement Policy and provided adequate competition exists, the sourcing strategy relating to this procurement will be restricted to companies in Eastern Canada, up to Montreal, Quebec.

POSITIONS OF PARTIES

Port Weller's Position

Port Weller submitted that the St. Lawrence Seaway Authority (the Seaway Authority) is of the opinion that the HMSC Preserver is capable of transit through the Seaway, with certain restrictions which it listed, and that the restrictions (modifications to the vessel) are not onerous and merely represent an additional cost of doing business.

According to Port Weller, in the past 10 years, the Seaway has increased the vessel beam restriction from 76 feet to 78 feet for all vessels. It further submitted that many ocean-going ships with more exaggerated flared hull forms operate through the Seaway every day without incident and that there is no reason why the HMCS Preserver could not do the same with additional care.

Port Weller submitted that the shipbuilding and ship repair work in the Great Lakes Region is at an all-time low. It also submitted that the need for it to develop new markets beyond the normal areas of endeavour is urgent. It alleged that the opportunity to gain access to all available major contracts is essential to the long-term viability of its facility. Port Weller submitted that it does not believe that a truly competitive bid process can be achieved without a realistic commercial bid from the Canadian Shipbuilding & Engineering Ltd. Group of companies (CSE), of which Port Weller is a division.

Port Weller requested that, should it be declared the successful bidder, the HMCS Preserver be handed over to CSE in Montréal and that, with the navy engineering crew to power the vessel, CSE would take full responsibility to undertake the move of the vessel from Montréal to St. Catharines and return it to Montréal upon completion of the refit.

PWGSC's Position

PWGSC submitted that it limited the refit work to companies located east of Montréal so that the HMCS Preserver would not have to transit through the Seaway system of locks. It argued that, based on the reasoned and expert opinion of the navy, transit of the HMCS Preserver through the system of locks presents an unacceptable risk of damage to the HMCS Preserver and to the Seaway, an unwarranted risk of interference with commercial shipping in the Seaway and a risk to the environment.

According to PWGSC, the HMCS Preserver has never transited through the Seaway and, in an effort to reduce risk of damage to the HMCS Preserver's hull and to the structure of the Seaway, substantial modifications would have to be made to the ship, as the HMCS Preserver, an AOR ship, is not designed to transit the Seaway.

PWGSC submitted that, since the LOI provides that the contract award is anticipated for September 2003 and that the refit is scheduled to start in October 2003, transit through the Seaway could not commence earlier than the end of September 2003. According to PWGSC, the Seaway Authority has imposed a wind restriction of 10 knots, which means that the ship would not be permitted to transit through the Seaway system of locks when winds are in excess of 10 knots. The wind restrictions apply to all locks. Also, according to PWGSC, the Department of the Environment's records demonstrate that, for the months of September through November, the probability of average wind speed greater than 10 knots is 70 percent for Lake Ontario. PWGSC submitted that the severe travel restrictions due to winds in excess of 10 knots would adversely impact the scheduling of the refit.

According to PWGSC, naval officials have serious concerns regarding water depth as it relates to the HMCS Preserver's draught. In particular, the problem relates to squat and depth of water. According to its commanding officer, the HMCS Preserver, travelling in light manoeuvring condition, at approximately 5 knots in the channels approaching the locks, would have an effective draught aft of 8.20 metres, which contravenes the Seaway permissible draught of 7.92 metres. PWGSC submitted that, in the light of this assessment, there would be a danger that the HMCS Preserver would run aground upon entry to or exit from the locks in the Seaway.

PWGSC submitted that, for a refit to be conducted at Port Weller, the ship's transit through the Seaway would occur in early October 2003, a time of year when the Seaway is busy with essential commerce in anticipation of the close of the Seaway for the winter months. PWGSC further submitted that the newly refitted ship would have to travel back through the Seaway in August 2004, another busy period for commercial activities. According to PWGSC, the ship's design, with its pronounced flared bow, lack of reinforced hull, wide beam and high masts, creates risk of damage not only to the ship but also to the Seaway, its structures and third parties. In this respect, the Seaway Authority requires that DND accept full responsibility for any damage to the vessel, the Seaway and/or its structures, and to indemnify the Seaway against third party claims for persona1 injury, damages to property and economic losses and to provide an undertaking to pay the costs of any litigation which may occur.

PWGSC submitted that the commanding officers of both DND's AOR ships who have relevant technical expertise with respect to the issue of risks involved in transit through the Seaway have provided written analyses detailing the risks involved not only to the ships but also to the Seaway and its facilities in attempting such a transit.

PWGSC submitted that the restriction on competition for the refit requirement to companies located in Eastern Canada, up to Montréal, is permitted pursuant to Article 404 of the *Agreement on Internal Trade*[3] (i.e. the "Legitimate Objectives" provision). Furthermore, PWGSC submitted that Article 504 is subject to Article 404 and that these two articles permit a discriminatory measure, as long as the criteria under Article 404 can be demonstrated. In this regard, PWGSC submitted that the evidence is clear that the restricting measure is aimed at achieving the legitimate objective of precluding the transit of the HMCS Preserver through the Seaway because of the *bona fide* concerns of the Canadian naval officials and, therefore, is a permissible measure under Article 404.

PWGSC submitted that, in the absence of evidence of bad faith or clearly erroneous considerations, the Tribunal has no jurisdiction to second-guess naval officials on matters of naval safety and to substitute

3. 18 July 1994, C. Gaz. 1995.I.1323, online: Internal Trade Secretariat <http://www.intrasec.mb.ca/eng/it.htm> [*AIT*].

an alternative view. PWGSC submitted that, in any event, there is no merit to Port Weller's position that the transit of the HMCS Preserver through the Seaway presents an "acceptable element of risk". PWGSC further submitted that this position ignores the requirements for modification to the HMCS Preserver which would be required to reduce risk and does not acknowledge the dangers attributable, *inter alia*, to the design, size and manoeuvrability of the HMCS Preserver in transiting it through the Seaway.

PWGSC submitted that, furthermore, the restrictive measure in the LOI does not operate to impair unduly the access of persons, goods, services or investments of a party that meets that legitimate objective. It submitted that, as long as potential bidders have refit facilities located in Eastern Canada, up to Montréal, competition is open. Therefore, according to PWGSC, restricting competition for the refit requirement to companies located in Eastern Canada, up to Montréal, is consistent with the provisions of the *AIT*.

PWGSC submitted that the Crown ought to be awarded its costs of defending this complaint.

TRIBUNAL'S DECISION

Section 30.14 of the *CITT Act* requires that, in conducting an inquiry, the Tribunal limit its considerations to the subject matter of the complaint. Furthermore, at the conclusion of the inquiry, the Tribunal must determine whether the complaint is valid on the basis of whether the procedures and other requirements prescribed in respect of the designated contract have been observed. Section 11 of the *Canadian International Trade Tribunal Procurement Inquiry Regulations*[4] further provides that the Tribunal is required to determine whether the procurement was conducted in accordance with the applicable trade agreements, in this case, the *AIT*.[5]

Port Weller argues that the requirement in the LOI, which restricts the sourcing strategy to companies in Eastern Canada, up to Montréal, is inconsistent with Article 504(2) of the *AIT*, on the basis that it discriminates between the services and suppliers of such services on the basis of their particular province or region of origin. The LOI requirement states:

> In accordance with the 1996 Shipbuilding Procurement Policy and provided adequate competition exists, the sourcing strategy relating to this procurement will be restricted to companies in Eastern Canada, up to Montreal, Quebec.

PWGSC submits that, even if this requirement is apparently inconsistent with the *AIT*, it is nonetheless permissible under Article 404 ("Legitimate Objectives") of the *AIT*.

Article 504 of the *AIT* reads, in part, as follows:

> 1. Subject to Article 404 (Legitimate Objectives), with respect to measures covered by this Chapter, each Party shall accord to:
>
> (a) the goods and services of any other Party, including those goods and services included in construction contracts, treatment no less favourable than the best treatment it accords to its own such goods and services; and

4. S.O.R./93-602.
5. The *North American Free Trade Agreement* and the *Agreement on Government Procurement* do not apply to this procurement. Services concerning the maintenance, repair, modification, rebuilding and installation of equipment related to ships (para. J019 of Section B of Annex 1001.1b-2) are excluded from Chapter Ten of the *North American Free Trade Agreement*. Services in relation to shipbuilding and repair and related architectural and engineering services (Note 4 to Annex 4) are excluded from the *Agreement on Government Procurement*.

> (b) the suppliers of goods and services of any other Party, including those goods and services included in construction contracts, treatment no less favourable than the best treatment it accords to its own suppliers of such goods and services.
>
> 2. With respect to the Federal Government, paragraph 1 means that, subject to Article 404 (Legitimate Objectives), it shall not discriminate:
>
> (a) between the goods or services of a particular Province or region, including those goods and services included in construction contracts, and those of any other Province or region; or
>
> (b) between the suppliers of such goods or services of a particular Province or region and those of any other Province or region.
>
> 3. Except as otherwise provided in this Chapter, measures that are inconsistent with paragraphs 1 and 2 include, but are not limited to, the following:
>
> (a) the imposition of conditions on the invitation to tender, registration requirements or qualification procedures that are based on the location of a supplier's place of business or the place where the goods are produced or the services are provided or other like criteria.

Article 200 of the *AIT* defines "measure" as including any legislation, regulation, directive, requirement, guideline, program, policy, administrative practice or other procedure. Accordingly, the requirement in the LOI is a "measure" for purposes of Article 504. This was not disputed by Port Weller.

The requirement in the LOI explicitly restricts the sourcing strategy relating to this procurement to companies in Eastern Canada, up to Montréal. Accordingly, it is, on its face, inconsistent with Article 504(2) of the *AIT*, on the basis that the requirement discriminates between the services and suppliers of such services under the procurement on the basis of their particular region of origin. The Tribunal notes that this requirement appears to be inconsistent with PWGSC's own policy. In this connection, paragraph 5.104 of Annex A to the 1996 "Shipbuilding, Repair, Refit and Modernization Policy"[6] states, in part, that a Notice of Proposed Procurement/solicitation documentation must contain the following statement:

> The sourcing strategy relating to this procurement will be limited to suppliers in the . . . Area of Origin in accordance with the Shipbuilding Procurement Policy.

Furthermore, the *1996 Policy* establishes only two possible areas of origin: Eastern Canada and Western Canada. The *1996 Policy* describes the area of origin for Eastern Canada at subparagraph 5.105(b) of Annex A as follows:

> Eastern Canada: Atlantic Canada, Quebec and Ontario regions.

Further, the Tribunal notes that paragraph 5.108 of Annex A to the *1996 Policy* provides that, for ship repair, refit and modernization requirements over $25,000, competitions are to be conducted within the area of origin of the vessel, provided adequate competition exists. The Tribunal, therefore, notes that the restrictive requirement in the LOI incorrectly refers to the sourcing strategy as being in accordance with the *1996 Policy*.

As indicated above, Article 504(2) of the *AIT* is, however, subject to Article 404.

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6. Department of Public Works and Government Services, 30 December 1996 [*1996 Policy*].

Article 404 of the *AIT* reads:

> Where it is established that a measure is inconsistent with Articles 401, 402 or 403, that measure is still permissible under this Agreement where it can be demonstrated that:
>
> (a) the purpose of the measure is to achieve a legitimate objective;
>
> (b) the measure does not operate to impair unduly the access of persons, goods, services or investments of a Party that meet that legitimate objective;
>
> (c) the measure is not more trade restrictive than necessary to achieve that legitimate objective; and
>
> (d) the measure does not create a disguised restriction on trade.[7]

Moreover, Article 400 of the *AIT* states that "[t]he general rules established under this Chapter apply only to matters covered by Part IV", which includes Chapter Five on procurement.

Accordingly, in order for the Tribunal to determine if the requirement in the LOI is permissible, in accordance with Article 404 of the *AIT*, the Tribunal must determine that each of the four listed conditions has been demonstrated by the evidence on the record. The first such condition is that the purpose of the measure be to achieve a legitimate objective. Article 200 defines "legitimate objective" as any of the following objectives pursued within the territory of a party:

> (a) public security and safety;
>
> (b) public order;
>
> (c) protection of human, animal or plant life or health;
>
> (d) protection of the environment;
>
> (e) consumer protection;
>
> (f) protection of the health, safety and well-being of workers; or
>
> (g) affirmative action programs for disadvantaged groups;
>
> considering, among other things, where appropriate, fundamental climatic or other geographical factors, technological or infrastructural factors, or scientific justification.

The Tribunal notes that, in the *AIT* Article 1704 panel decision regarding the *Manganese-based Fuel Additives Act*,[8] the panel did "not agree that the requirement of Article 404(a) is a simple requirement to show that legislators or policy makers had declared the purpose to be a legitimate objective."[9] The panel stated that "[s]uch an interpretation would open the door to Parties using the legitimate objectives justification to adopt trade restricting measures, by a simple declaration that the measure was in pursuit of legitimate objective."[10] The Tribunal agrees with this statement and would expect the procuring entity to do more than simply declare that a particular discriminatory measure is a legitimate objective.

PWGSC has argued that the procurement is excluded under Article 404 of the *AIT*, since its restricting measure is aimed at achieving the legitimate objective of precluding the transit of the HMCS

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7. Article 500(3) of the *AIT* states that, "[f]or the purposes of Article 504, the reference in Article 404 (Legitimate Objectives) to 'Article 401' shall be construed as a reference to 'Article 504'." Articles 401, 402 and 403 of the *AIT* are general provisions for "Reciprocal Non-Discrimination", "Right of Entry and Exit" and "No Obstacles" respectively.
8. "Report of the Article 1704 Panel Concerning a Dispute Between Alberta and Canada Regarding the *Manganese-Based Fuel Additives Act*" (12 June 1998), 97/98-15-MMT-P058 (Art. 1704 Panel).
9. *Ibid.* at 8.
10. *Ibid*. at 9.

Preserver through the Seaway because of the concerns that Canadian naval officials have for the safety of the ship (which presumably relates to both the vessel itself and its crew) and about the risk of damage to the Seaway infrastructure and to the environment because of risk of oil spillage.[11]

The Tribunal notes that the definition of "legitimate objective" states that "infrastructural factors" may be considered where appropriate. *The Canadian Oxford Dictionary* defines "infrastructure" as "roads, bridges, sewers, etc., regarded as a country's economic foundation."[12] The Seaway extends from Montréal to Lake Erie, serving as a major transportation corridor for vessels and forming the international border between Canada and the United States for a good portion of that distance. Consequently, the Tribunal considers that the Seaway constitutes "infrastructure" and that its purpose constitutes an "infrastructural factor".

The Tribunal accepts PWGSC's evidence that, if the vessel were transported for refit beyond Montréal to Port Weller's drydocks at St. Catharines, there would be a risk of a serious accident, such as a grounding or collision with a lock or bridge.[13] Such an accident could block transit in the Seaway, which, given the Seaway's status as a major transportation infrastructure and part of the Canada-United States border, could cause public security concerns.[14] Such an accident could also cause injury to persons on the vessel or to other persons in the vicinity. Consequently, the Tribunal considers that "public security and safety" are objectives of the restriction in the procurement. The Tribunal also accepts PWGSC's evidence that an accident to the vessel in transit could cause oil spillage that results in environmental harm.[15] Consequently, the Tribunal considers that "protection of the environment" is also an objective of the restriction in the procurement.

Accordingly, the Tribunal finds that PWGSC's measure, precluding the transit of the HMCS Preserver through the Seaway, was for the purpose of achieving legitimate objectives. The Tribunal notes that, while Port Weller may have been willing to assume full responsibility for transit of the ship should an accident occur, the Tribunal accepts PWGSC's submissions that such an assumption of responsibility does not remove the risk of a serious accident.

In order for the condition under Article 404(b) of the *AIT* to be met, the Tribunal must find that "the measure does not operate to impair unduly the access of . . . services . . . of a Party that meet that legitimate objective".

The wording of this provision becomes clearer in the French version:

> *la mesure n'a pas pour effet d'entraver indûment l'accès . . . des services . . . d'une Partie qui ne nuisent pas à la poursuite de cet objectif légitime.* [Emphasis added]

11. See GIR, para. 24 and exhibit 13.
12. 1998, *s.v.* "infrastructure".
13. See GIR, exhibit 13.
14. In this context, the Tribunal notes that, since the events of September 11, 2001, government agencies on both sides of the Canada-United States border have introduced a number of comprehensive measures to strengthen the security of the Seaway and other national transportation systems. (See Department of Transport, "Transportation in Canada 2002" at http://www.tc.gc.ca/pol/en/Report/anre2002/4B_e.htm.)
15. See GIR, exhibit 13, in which it is stated that the HMCS Preserver will have approximately 4,500 cubic metres of fuel cargo.

In this context, the Tribunal considers that, in terms of procurement, the condition under Article 404(b) of the *AIT* should be interpreted as a safeguard against the establishment of a restrictive measure that creates an excessive impact. In other words, the geographic restriction must not operate to "unduly" exclude from the procurement process a bidder that could meet the objectives of public security and safety and environmental protection. The evidence indicates that the legitimate concerns relate only to firms west of Montréal and that it is only firms in this category that would be prevented from bidding by this restriction. Therefore, the condition under Article 404(b) has been met.

Article 404(c) of the *AIT* requires that the measure not be "more trade restrictive than necessary to achieve [the] legitimate objective". This test resembles the "trade restrictive" test under Article XX of the GATT 1947 in respect of which the panel, in *United States–Section 337 of the Tariff Act of 1930*, stated:

> It was clear to the Panel that a contracting party cannot justify a measure inconsistent with another GATT provision as "necessary" in terms of Article XX(d) if an alternative measure which it could reasonably be expected to employ and which is not inconsistent with other GATT provisions is available to it. By the same token, in cases where a measure consistent with other GATT provisions is not reasonably available, a contracting party is bound to use, among the measures reasonably available to it, that which entails the least degree of inconsistency with other GATT provisions.[16]

Similarly, as regards Article 404(c) of the *AIT*, the Tribunal is of the view that the restrictive measure cannot have a scope that is any broader than is required to achieve the legitimate objective. The Tribunal finds that the measure meets this test. The purpose of the measure is to prevent the transit of the vessel through the Seaway due to the unavoidable risk associated with such transit. By allowing the vessel to be refit as far west as Montréal, which is as far as a vessel can travel without having to transit the Seaway, the Tribunal is satisfied that PWGSC has ensured that the measure is not more trade restrictive than necessary.

Lastly, the Tribunal must assess whether the measure creates a "disguised restriction on trade" pursuant to Article 404(d) of the *AIT*. The Tribunal, as discussed above, is satisfied that PWGSC imposed the measure to advance legitimate objectives. The measure is very narrow in scope, applying, as it does, to only a single vessel out of the eight DND vessels home ported in Halifax, Nova Scotia[17]. Therefore, the Tribunal finds that its trade impact is very limited. Consequently, the Tribunal is satisfied that the conditions in Article 404 were met.

For these reasons, the Tribunal is of the opinion that the geographical restriction meets the conditions of Article 404 of the *AIT* and, hence, is permissible under the *AIT*. Accordingly, the Tribunal finds that the complaint is not valid.

PWGSC has requested its costs of defending the complaint.

The notice posted by PWGSC on MERX stated as follows: "[i]n accordance with the 1996 Shipbuilding Procurement Policy and provided adequate competition exists, the sourcing strategy relating to this procurement will be restricted to companies in Eastern Canada, up to Montreal, Quebec." As noted above, this sourcing strategy is, in fact, a derogation from the *1996 Policy*. However, based on the way in which reference is made to the *1996 Policy*, Port Weller could well have assumed from the notice that the apparent derogation from the *1996 Policy* was an oversight and that it was entitled to participate in this

16. 7 November 1989, BISD 36S/345, para. 5.26.
17. Last paragraph on page 3 of the Department of Justice's letter of June 11, 2003.

procurement. Also, the MERX notice does not refer to PWGSC's concern that transit beyond Montréal would involve the risk of a serious accident, nor does it refer to the exemption under Article 404 of the *AIT*.

In the Tribunal's view, a prospective bidder would reasonably conclude from reading the MERX notice that the geographic restriction could be removed, if it turned out that "adequate competition" did not exist. However, it is clear from PWGSC's submissions that this statement in the MERX notice was misleading, in that PWGSC intended to maintain this restriction regardless of the adequacy of competition. If the MERX notice had explained the reasons for the restriction correctly, it is possible that these proceedings might have been avoided, given that Port Weller might not have filed a complaint or the Tribunal might not have accepted the complaint for inquiry. Consequently, the Tribunal does not award costs to PWGSC.

DETERMINATION OF THE TRIBUNAL

In light of the foregoing and pursuant to subsection 30.14(2) of the *CITT Act*, the Tribunal determines that the complaint is not valid.

Pierre Gosselin
Pierre Gosselin
Presiding Member

Zdenek Kvarda
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