

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

Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
1550 Avenue d'Estimauville
1550 D'Estimauville Avenue
Québec
Québec
G1J 0C7

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
TPSGC - PWGSC
601 - 1550 Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet RISO-INDUSTRIAL ALKALINE BATTERIES	
Solicitation No. - N° de l'invitation W0106-15R106/A	Date 2015-05-21
Client Reference No. - N° de référence du client W0106-15R106	GETS Ref. No. - N° de réf. de SEAG PW-\$QCW-027-16434
File No. - N° de dossier QCW-5-38006 (027)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-08-18	
Delivery Required - Livraison exigée VOIR DOC	
Address Enquiries to: - Adresser toutes questions à: Bernier, Odette	Buyer Id - Id de l'acheteur qcw027
Telephone No. - N° de téléphone (418)649-2813 ()	FAX No. - N° de FAX (418)648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: SELON COMMANDE SUBSEQUENTES GARNISON VALCARTIER COURCELETTE Québec G0A4Z0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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TITLE: RISO – INDUSTRIAL ALKALINE BATTERIES

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include: Annex A - Requirement; Annex B - Basis of Payment.

1.2 Summary

- a) This Regional Individual Standing Offer (RISO) request involves the provision, on an as and when ordered basis, of industrial alkaline batteries (Zinc-Manganese Dioxide). The offered products must comply with the standards specified at Annex B - Basis of payment. At the time of delivery, the best before date written on the batteries must indicate a remaining shelf life of at least four (4) years.
- b) This requirement is for the Department of National Defence (DND), various sites of the Valcartier Garrison, Courcellette, Quebec.
- c) The delivery must be made within forty-eight (48) hours of receiving a call-up, twenty-four (24) hours in case of an emergency.
- d) Only one Standing Offer will be issued.
- e) The period of the RISO will be from October 1st, 2015 to September 30, 2017, with a possibility of two (2) additional periods of one (1) year each as, October 1st, 2017 to September 30, 2018 and from October 1st, 2018 to September 30, 2019.
- f) The estimated quantities for each of the required items can be found in Annex B.

- g) The approximate scope of the Standing Offer is \$200,000.00 for the period from October 1st, 2015 to September 30, 2017 inclusive.
- h) As per the Integrity Provisions under section 01 of Standard Instructions [2006](#), offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.
- i) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2014-09-25), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.1.1 SACC Manual Clauses

M1004T (2011/05/16, Material

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

You must submit your offer ***(by mail or facsimile) prior to the closing time and date:***

By mail, at the following address:

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA
« **BID RECEIVING** »
Supply Directorate and Remuneration
Quebec Region
1550, D'Estimauville Avenue
Québec (Québec)
G1J 0C7

By facsimile, at the following number: (418) 648-2209

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy);
Section II: Financial Offer (1 hard copy);
Section III: Certifications (1 hard copy).

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, offerors must meet the mandatory evaluation criterion detailed in Part 4, Clause 4.1.1, Technical Evaluation.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex A – Requirement and Annex B – Basis of Payment. The total amount of applicable taxes must be shown separately. Unless otherwise stated, offerors must provide firm unit prices all inclusive, in Canadian Dollars.

3.1.1 Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

SACC Manual Clause [C3011T \(2013-11-06\)](#), Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- a) The Offerer must provide, with his offer, data sheets (2 copies) of all offered products. It is the Offerer's responsibility to provide sufficient information, so as to allow a comprehensive evaluation.
- b) The Offerer must offer goods that satisfy all the specifications described in Annex A - Requirement and the Standards specified at Annex B- Basis of Payment.
- c) The Offerer must quote a firm price for all items of Annex B for the period of the Standing Offer as well as the two (2) subsequent optional years. Annex B - Basis of Payment, must be included with the offer.

4.1.2 Financial Evaluation

For the evaluation purpose, the total price of an offer will be calculated by multiplying the unit price by the estimated quantities as listed in Annex B for the entire period of the Standing Offer including two (2) optional years.

4.1.2.1 Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, excluding the applicable taxes, FOB destination including all delivery, handling and unloading charges to destination, Canadian Customs duties and excise taxes included if applicable .

4.1.3 Firm Price and/or Rate

SACC Manual Clause M0019T (2007-05-25), Firm Price and/or Rate

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4.2 Basis of Selection - Multiple Items

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate basis, for the entire period of the Standing Offer including the two optional years, will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

6.2 Security Requirements

There is no security requirement applicable to this Standing Offer.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

6.3.2.1 Periodic Usage Reports – Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide these data according to the Excel file which will be supplied by the Standing Offer Authority of PWGSC at the time of issuing the Standing Offer. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a "quarterly basis" as follow:

Reports have to be sent to Publics Works and Government Services Canada and to the Department of National Defence the following addresses:

- **One copy of the report to PWGSC:** brigitte.gagnon@tpsgc-pwgsc.gc.ca
- **One copy of the report to DND:** alain.roy8@forces.gc.ca

The quarterly reporting periods are defined as follows:

- 1st quarter: October 1st to December 31;
- 2nd quarter: January 1st to March 31;
- 3rd quarter: April 1st to June 30;
- 4th quarter: July 1st to September 30.

The data must be submitted no later than fifteen (15) calendar days after the end of the reporting period.

Instructions for Submitting Data on Standing Offer usage:

Please make sure the report contains the following information:

- The Standing Offer number for which the data are submitted;
- The period for which the data have been accumulated (start date to end date);
- The total amount spent to date, by government department;
- The number of each item delivered for the period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from October 1st, 2015 to September 30, 2017.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional periods of one (1) year each, from October 1st, 2017 to September 30, 2018, and from October 1st, 2018 to September 30, 2019, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name **Odette Bernier**
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch

Telephone: 418-649-2813
Facsimile: 418-648-2209
E-mail address: odette.bernier@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.5.3 Offeror Contacts

Name and telephone number of the person responsible for:

General enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **Department of the National Defence (DND), various sites of the Valcartier Garrison, Courcelete, Quebec.**

6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942*, Call-up Against a Standing Offer.

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$28,744.00** (Applicable Taxes included).

6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$229,950.00** (*Applicable Taxes included*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2014-11-27), General Conditions – Goods (Medium Complexity);
- e) Annex A - Requirement;
- f) Annex B - Basis of Payment;
- g) the Offeror's offer dated _____.

6.11 Certifications

6.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

6.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

6.1 Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010A (2014-11-27), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2014-11-27) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Delivery Date

The delivery must be made within forty-eight (48) hours of receiving a call-up, twenty-four (24) hours in case of an emergency.

6.4 Payment

6.4.1 Basis of Payment

Basis of Payment – Firm prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in the Annex B. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.4.2 Multiple Payments

SACC Manual Clause H1001C (2008-05-12), Multiple Payments

6.4.3 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

6.5 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the following address for certification and payment:

Department of National Defence
In accordance with call-ups
Valcartier Garrison
Courcellette, Quebec. G0A 4Z0

6.6 Insurance

SACC *Manual* clause [G1005C](#) (2008-05-12), Insurance

6.7 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- (i) Delivered Duty Paid (DDP) to Department of National Defence (DND), various sites of the Valcartier Garrison, Courcellette, Québec, Incoterms 2000 for shipments from a commercial contractor.

6.8 SACC Manual Clauses

A9006C (2012/07/16), Defence Contract;
B7500C (2006/06/16), Excess Goods;
D0018C (2007/11/30), Delivery and Unloading

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ANNEX A - REQUIREMENT

DESCRIPTION:

This Regional Individual Standing Offer (RISO) involves the provision, on an as and when ordered basis, of **Industrial alkaline batteries (Zinc-Manganese Dioxide)**.

The offered products must comply with the standards specified at Annex B - Basis of payment.

At the time of delivery, the best before date written on the batteries must indicate a remaining shelf life of at least four (4) years.

IDENTIFIED USER:

Department of National Defence, various sites of the Valcartier Garrison, Courcelette, Quebec.

DELIVERY:

Valcartier Garrison, Courcelette, province of Quebec, in accordance with the call-ups.

DELIVERY DELAY:

The delivery must be made within forty-eight (48) hours of receiving a call-up, twenty-four (24) hours in case of an emergency

QUANTITIES:

The estimated quantities for each of the required items can be found in Annex B – Basis of payment.

ANNEX B - BASIS OF PAYMENT (Enclosed)