



Tender: 2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries

Issue Date: May 27, 2025
Tender Closing Date: June 10 before 2:00pm (NL Time)

**WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries**

SECTION 1 – SCOPE OF WORK AND SPECIFICATIONS

1.1 INTENT

The Workplace Health, Safety and Compensation Commission (WorkplaceNL) invites submission on the tender call for the supply of hearing aid batteries for a three (3) year period, commencing July 1, 2025 until June 30, 2028 with an option to extend for an additional two (2) years until June 30, 2030 on the same terms and conditions. Should WorkplaceNL identify needs or if conditions change during the initial term of the Agreement, the said needs and/or conditions may be addressed in an Extension Agreement but pricing for the Services herein will remain firm.

WorkplaceNL reserves the right to contract with one provider of services for all regions or to contract with separate providers, as required, to provide the required regional services.

1.2 OVERVIEW

WorkplaceNL provides services to employers, injured workers and their dependents, and the public through the administration of the **Workplace Health, Safety and Compensation Act, 2022**. These services include promoting workplace health and safety in order to prevent and reduce workplace injury and illness. WorkplaceNL strives to ensure injured workers receive the best care possible and the benefits to which they are entitled. WorkplaceNL facilitates injured workers' recovery, and early and safe return to work. In addition, WorkplaceNL administers an employer classification and assessment system and ensures adequate funding for services through sound financial management.

WorkplaceNL is organized along two main functional areas: 1) prevention and workplace services; and 2) corporate and financial services. These functional areas support the organization's three main lines of business:

1. Education on the prevention of workplace injuries, illnesses, and occupational disease;
2. Claims management for injured workers; and
3. Employer assessments (no-fault compensation coverage).

1.3 SCOPE OF WORK

WorkplaceNL approved hearing loss claimants with hearing aids are entitled to receive hearing aid batteries. Orders for hearing aids are placed by WorkplaceNL directly with the vendor. The vendor is responsible for sending the batteries to the injured worker's mailing address. The majority of WorkplaceNL's hearing loss claimants reside within the province of Newfoundland and Labrador, however some claimants reside in other provinces.

**WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries**

WorkplaceNL makes no guarantee of volumes with the award of this tender based on the historical data of hearing aid purchases summarized below.

Year	Size 10	Size 312	Size 13	Size 675	Total orders	Cells (per order)	Total Cells (per year)
2021	154	1,940	267	22	2,383	120	285,960
2022	165	1,905	190	14	2,274	120	272,880
2023	153	1,620	160	30	1,963	120	235,560
2024	132	1,135	100	20	1,387	120	166,440

1.4 SPECIFICATIONS

1.4.1 Disposable hearing aid batteries in the following sizes to fit multiple manufacturers' models of hearing aids, including any long-life battery options available. Bidders may submit more than one manufacturer's batteries for consideration.

- Size 10
- Size 312
- Size 13
- Size 675

Specifications must be supplied with all batteries included in the tender bid and, in the event of advancements in technology, with any batteries submitted to WorkplaceNL for consideration over the life of the contract. Batteries submitted without supporting specifications will not be reviewed or approved.

As a result of new product approval during the life of the contract, existing batteries may be replaced, if, in the sole opinion of WorkplaceNL, the new product offers better value.

1.4.2 Battery manufacturers' name(s) and average disposable battery performance listing specifications are to be included with the bid, including milliamp hour (mAh) ratings (based on ANSI/IEC specifications) for each size of hearing aid battery listed in 1.4.1.

1.4.3 Where available, provide product information including;

- ANSI/IEC test results
- Any other test results that demonstrate enhanced battery life
- Battery voltage enhancement
- Battery life enhancement for new generation
- Product differentiation, design and capacity that is best aligned to meet the increasing power requirements of current hearing aid technology features and their connectivity with external audio sources and streaming capabilities

**WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries**

- 1.4.4** Products must be CSA approved, where applicable.
- 1.4.5** Products must be corrosion and rust resistant.
- 1.4.6** Products must be zinc-air and mercury free in compliance Federal Government Products Containing Mercury Regulations SOR/2014-254.
- 1.4.7** Product and warranty information is to be included with the bid.
- 1.4.8** A list of all hearing aid manufacturers that the hearing aid batteries are compatible with must be included with the bid.
- 1.4.9** All catalogue numbers and battery prices must be provided with the bid.
- 1.4.10** Battery expiry date must be a minimum of 24 months from WorkplaceNL's purchase order issue date.
- 1.4.11** Sample packages of each manufacturer's battery type and size, including any long-life battery options available, must be received at WorkplaceNL's St. John's office prior to the closing date and time. Batteries submitted should be in original packaging with an expiry date of 2026 or greater. Bidders may submit more than one manufacturer's batteries for consideration.

Delivery address for batteries only:

WorkplaceNL
Attn: Buyer
146-148 Forest Road
St. John's, NL A1A 1E6

- 1.4.12** Battery packaging must not include advertising for, or reference to, the battery distributor. Manufacturer information is permitted on the packaging.
- 1.4.13** Battery packaging must include clear instructions on battery activation, storage and disposal.
- 1.4.14** Supply will be on an as needed basis to injured workers covered by WorkplaceNL.
- 1.4.15** Identify location(s) that products will be available to injured workers, if distribution is available from a retail outlet(s) in Newfoundland and Labrador.
- 1.4.16** Batteries must be shipped in batches of 120 cells.
- 1.4.17** Prices must be provided by the package, noting the quantity of cells per package and by batch of 120 cells (ex. 6-pack cost, batch of 120 cells cost).

**WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries**

- 1.4.18** An information sheet, supplied by WorkplaceNL on an as needed basis, may be required to be included with each batch of batteries sent to injured workers.
- 1.4.19** Mailing envelope for the hearing aid batteries must include name and return address of the battery distributor.
- 1.4.20** Delivery of the hearing aid batteries must be directly from the distributor via Canada Post Xpress mail to the injured worker's mailing address and must be received within three (3) business days from receipt of WorkplaceNL's purchase order.
- 1.4.21** Sufficient stock of batteries and Xpresspost envelopes must be maintained by the distributor to ensure delivery deadlines can be met.
- 1.4.22** Delivery cost must be identified as a separate charge. Delivery cost within the province of NL and delivery cost to other Canadian provinces must be listed as separate, firm rates.
- 1.4.23** In the event of a Canada Post price escalation, the vendor shall provide notice of the postage increase indicating the price change and effective date for this requirement. In order for the notice to be considered, it must be received by WorkplaceNL within five (5) business days of the public announcement. Upon receipt of the notice, WorkplaceNL will modify the price per shipment by applying the announced postage increase to the transaction base price.
- 1.4.24** In the event batteries are undeliverable to the injured worker, as a result of incomplete or incorrect address information provided by WorkplaceNL, and recovery of the package from Canada Post results in a fee, WorkplaceNL will reimburse the vendor if the vendor provides the Xpresspost envelope showing original delivery address and Canada Post stamp or label identifying why the package was undeliverable (or other supporting documentation acceptable to WorkplaceNL from Canada Post explaining why the package was undeliverable) and the receipt clearly identifying the fee paid to recover the package).

1.5 QUALITY OF GOODS

- 1.5.1** Unless otherwise stated in the Tender, all material included in the Bid must be new, first quality goods. Used, refurbished, second, obsolete, discontinued or demonstrator items must only be proposed if the Tender specifically request or otherwise states that such goods will be allowed.
- 1.5.2** The vendor must notify WorkplaceNL immediately if they are advised by the manufacturer or injured worker(s) regarding battery quality or performance (defective, short life, dead, etc.), specifying the nature of the problem, how it will be investigated and whether it can be resolved. If WorkplaceNL notifies the vendor regarding problems with battery quality or performance issues, the vendor shall investigate as needed and advise whether the problem can be resolved. In order to complete the

**WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries**

required follow up, batteries must be returned to the vendor with the original packaging which includes lot number and expiry date so that the vendor can provide the necessary information to the manufacturer, contact the injured worker(s) affected and issue replacement batteries as needed. The vendor must provide the injured worker with a return envelope to send back problematic batteries.

- 1.5.3** Where applicable, the end user must be provided with complete operation manuals, warranty registration forms, user licenses/authentications and/or other associated documentation normally provided by the manufacturer, reseller, installer and/or consultants.

SECTION 2 – INSTRUCTIONS TO BIDDERS
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2.1 QUALIFICATIONS AND EXPERIENCE

The successful Bidder must possess the necessary knowledge, skill and experience to supply the hearing aid batteries and must meet the following mandatory criteria:

- The successful Bidder must have a proven record of providing the services tendered with a minimum of three (3) years' experience.

2.2 ELECTRONIC COPY OF DOCUMENT

2.2.1 WorkplaceNL reserves the right to modify the terms of the Tender by issuance of addenda at any time prior to the Tender Closing Date. It is the responsibility of the Bidder to monitor WorkplaceNL's website (<http://www.workplacenl.ca>) or the Tender posting at www.merx.com for any addendum to the Tender issued up to and including the Tender Closing Date.

2.2.2 It is the Bidder's responsibility to ensure that they have received a complete set of documents. By submitting a Bid, the Bidder verifies that they have received a complete set of Tender documents including any and all addenda. All terms, conditions, and/or specifications stated or referenced in the Tender are assumed to be accepted by the Bidder and incorporated in the Bid.

2.2.3 Bidders who have obtained the Tender electronically must not alter any portion of the document, with the exception of applying any addendum issued by WorkplaceNL.

WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries

2.3 QUESTIONS AND CLARIFICATION

- 2.3.1** All questions related to this Tender must be directed in writing by email to purchasing@workplacenl.ca or through the Tender posting on www.merx.com and received by WorkplaceNL before 4:00 PM Newfoundland Time on June 3, 2025.
- 2.3.2** All questions should include the Bidder's name and address, contact person's name, telephone number, and email address, and the reference to the specific section and page number of the Tender in question. All email questions must include the Tender number and title in the email subject line.
- 2.3.3** To the extent that WorkplaceNL considers that the answer to the question may assist in the preparation of a Bid, WorkplaceNL will post an addendum on its website and through the Tender posting on www.merx.com which will be part of the Tender. WorkplaceNL may not answer a question where WorkplaceNL considers the information requested is not required to prepare a Bid, or where the answer to the question posed may be found in the Tender. No responses shall be binding upon WorkplaceNL unless made in writing. Information obtained from any other source is not official and may be inaccurate and it is not binding.

2.4 CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- 2.4.1** Information pertaining to WorkplaceNL obtained by the Bidder as a result of participation in this Tender and/or negotiations with WorkplaceNL, if any, is confidential and shall not be disclosed without prior written authorization from WorkplaceNL.
- 2.4.2** The Tender and any supplementary document or portion thereof is proprietary information, and must not be used by the Bidder without the permission of WorkplaceNL, other than for the submission of Bids.
- 2.4.3** All Bids submitted become the property of WorkplaceNL. By submitting a Bid, the Bidder hereby grants WorkplaceNL a license to distribute, copy, print, or translate the Bid for the purposes of the Tender. Any attempt to limit WorkplaceNL's right in this area may result in rejection of the Bid.
- 2.4.4** The procurement process is subject to the **Access to Information and Protection of Privacy Act, 2015**, SNL 2015 c. A-1.2, as amended (**ATIPPA**). The Bidder's Bid package may be subject to disclosure under the **ATIPPA**. By submitting a Bid, the Bidder agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. WorkplaceNL cannot guarantee the confidentiality of the content of any Bid after the Tender Closing Date. WorkplaceNL shall not be liable to any Bidder for any claim, direct or indirect, whether for costs, expenses, losses or

**WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries**

damages, or loss of anticipated profits, or for any other matter whatsoever incurred by the Bidder as a result of disclosure pursuant to the **ATIPPA**.

2.4.5 By submitting a Bid, the Bidder agrees that it has identified any specific information in its Bid that may qualify for an exemption from disclosure under subsection 39(1) of the **ATIPPA**. If no specific information has been identified it is assumed that, in the opinion of the Bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the **ATIPPA** and information may be released without further notice.

2.4.6 The financial value of a contract resulting from this procurement process will be publically released as part of the award notification process.

2.5 NO CLAIMS BY BIDDER

2.5.1 By participating in the process outlined in this Tender document, the Bidder consents to the procedures as described in this Tender.

2.5.2 By submitting a Bid, each Bidder irrevocably waives any claim, action or proceeding against WorkplaceNL, including without limitation any judicial review or injunction application, or against any of WorkplaceNL's employees, advisors or representatives for damages, expenses or costs including costs of Bid preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of WorkplaceNL at any stage of the procurement process; if WorkplaceNL does not award or execute a contract; or if WorkplaceNL is subsequently determined to have accepted a noncompliant Bid or otherwise breached or fundamentally breached the terms of this procurement.

2.6 CONFLICT OF INTEREST

2.6.1 For the purposes of this Tender, the term "conflict of interest" includes, but is not limited to, any situation or circumstance where:

- in relation to the Tender process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having or having access to confidential information of WorkplaceNL in the preparation of its response that is not available to other Bidders;
 - (ii) having been involved in the development of the Tender, including having provided advice or assistance in the development of the Tender;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the Tender;

**WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries**

- (iv) communicating with any person with a view to influencing preferred treatment in the Tender process (including but not limited to the lobbying of decision makers involved in the Tender process); or
- (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive Tender process or render that process non-competitive or unfair;
- in relation to the performance of its contractual obligations under an agreement for services, the Bidder's other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

2.6.2 The Bidder, its employees, officers, directors, associates and/or approved sub-contractors shall not and will not have any conflict of interest (actual or potential) in submitting its Bid or, if selected, in providing services under the agreement. Where applicable, the Bidder must declare in its Bid any situation that may be a conflict of interest in submitting its Bid or, if selected, with the contractual obligations under the agreement.

2.6.3 If, at the sole and absolute discretion of WorkplaceNL, the Bidder, its employees, officers, directors, associates and/or approved sub-contractors is found by WorkplaceNL to be in an actual or perceived conflict of interest either during the Tender or after award of the contract, WorkplaceNL may, in addition to any other remedies available at law or in equity, disqualify the Bid submitted by the Bidder or terminate the agreement.

2.6.4 Sub-contracting to any firm or individual whose current or past corporate or other interests may, in WorkplaceNL's opinion, give rise to an actual or perceived conflict of interest in connection with this Tender will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the Tender.

2.7 AGREEMENT

2.7.1 The successful Bidder shall comply with the WorkplaceNL Standard Terms and Conditions attached hereto. To be eligible to provide services to WorkplaceNL, the successful Bidder shall initial all 5 pages of the WorkplaceNL Standard Terms and Conditions within the time frame established by WorkplaceNL. The successful Bidder and its employees, officers, directors, associates and/or approved sub-contractors shall comply with the WorkplaceNL Confidentiality Schedule. The successful Bidder must initial the WorkplaceNL Confidentiality Schedule which will form part and parcel of the agreement.

**WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries**

2.7.2 Any awards made pursuant to this Tender process are subject to receipt by WorkplaceNL of the initialed WorkplaceNL Standard Terms and Conditions and the initialed WorkplaceNL Confidentiality Schedule.

2.7.3 Claims made by the Bidder in the Bid will constitute Contractual warranties.

2.8 TENDER CLOSING

2.8.1 Bids must be received in their entirety before 2:00 p.m. Newfoundland Time on June 10, 2025 ("Tender Closing Date"). Bids, or any portion thereof, received after the Tender Closing Date will not be accepted.

2.8.2 Bidders are solely responsible to ensure receipt of their Bid by WorkplaceNL in its entirety, in the manner and time prescribed. Bidders must submit their Bid via www.merx.com (see Appendix "C" – Electronic Bid Submission Instructions). Hard copy paper Bids or Bids submitted by facsimile or email will not be accepted.

2.9 BID INSTRUCTIONS

2.9.1 The Bidder must submit the Bid and related documentation, including Appendix "A", Check List.

2.9.2 The Bidder must submit the attached Appendix "B", Bid Form, which must be signed by the Bidder or an authorized representative of the Bidder. If the Bidder is a corporation, the Bid must be signed by the authorized signing officer of the corporation.

2.9.3 It is essential that the Bid is complete and thoroughly addresses each requirement identified in the Tender, as incomplete Bids may be declared "non-responsive". Bids that are improperly signed, conditional, illegible, obscure, or contain arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid.

2.9.4 The Bid must include a written statement of the company history, including, but not limited to, the length of time in business, and the length of time providing hearing aid batteries of a similar size and scope and describing how the Bidder meets the mandatory criteria listed in paragraph 2.1.

2.9.5 The Bid shall be accompanied by a list with a minimum of three (3) client references with appropriate contact information who can provide evidence of previous experience providing similar services with comparable scope and tender value. This list shall include the name of a contact person for reference purposes. References may be contacted as part of the review process. The list of references should exclude any potential references from WorkplaceNL.

WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries

- 2.9.6** The Bidder must acknowledge that they have read and understood any and all addenda in both the Appendix “A”, Check List and the Appendix “B”, Bid Form.
- 2.9.7** Shipping, cartage, lading, insurance, duties, levies, and handling charges must be included in the total price. If these charges have not been stated specifically, it will be assumed that they have been included in the Bid price.
- 2.9.8** By submitting a Bid, the Bidder guarantees that, unless the Tender specifies otherwise, all components required to make the required equipment or system operable or to deliver the required services have been included in the Bid, or will be provided at no additional charge to WorkplaceNL.
- 2.9.9** While WorkplaceNL has tried to ensure the accuracy of the Tender, it is not guaranteed or warranted by WorkplaceNL to be accurate, nor is it necessarily comprehensive or exhaustive. WorkplaceNL will assume that all Bidders have resolved any questions they might have about the Tender and have informed themselves as to the existing conditions and limitations, site restrictions, etc. before submitting their Bids. Nothing in the invitation is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Tender.
- 2.9.10** Any error in the Bid is the responsibility of the Bidder.
- 2.9.11** A Bid cannot be withdrawn, altered or changed in any way after the Tender Closing Date.

2.10 BID EVALUATION

- 2.10.1** Tender evaluation and award of contract will be done in accordance with the **Public Procurement Act**, SNL 2016, c. P-41.001, as amended, and WorkplaceNL’s procedures.
- 2.10.2** Tenders will be opened publicly immediately following the Tender closing in accordance with the Public Procurement Regulations, as amended. The names of all Bidders will be provided at public opening. Bidders may email purchasing@workplacenl.ca to request a Webex meeting invite to attend the public opening. Bidders must include their name, email address, and tender number in the request. Meeting requests must be received by WorkplaceNL before 4:00 p.m. Newfoundland Time on June 6, 2025.
- 2.10.3** WorkplaceNL reserves the right to non-disclosure of pricing submitted by Bidders during the public opening. All Bidders will be notified electronically of the Bidder names and Bid prices within two (2) business days of the public

**WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries**

opening. This information is for reference purposes only, and a full Bid evaluation will be conducted to determine the preferred supplier.

- 2.10.4** The Bid shall remain open for acceptance and is irrevocable for a period of ninety (90) days after the Tender Closing Date.
- 2.10.5** WorkplaceNL reserves the right to waive any minor irregularity or non-compliance where such irregularity or non-compliance is not of a material nature in its sole and absolute discretion. Such minor irregularity or non-compliance will be deemed substantial compliance and capable of acceptance. WorkplaceNL will be the sole judge of whether a Bid is accepted or rejected.
- 2.10.6** WorkplaceNL, in its sole discretion, reserves the right to cancel the Tender without award. WorkplaceNL reserves the right to accept or reject any or all Bids in whole or in part. WorkplaceNL is not bound to accept the lowest or any Bid.
- 2.10.7** The Bidder may be required to demonstrate financial stability, authorization to provide the good/services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify Bidder's capability to satisfy the Tender requirements. WorkplaceNL reserves the right to reject Bids from any Bidder that it feels is incapable of providing the necessary labour, materials, equipment, financing or management resources to perform the work or supply the goods in a satisfactory and timely manner.
- 2.10.8** WorkplaceNL, in its sole discretion, may assess the Bidders' experience and/or ability to provide the goods and/or services required and described in this Tender by checking the Bidders' references. A contract will not be awarded to any Bidder whose references, in the opinion of WorkplaceNL, are found to be unsatisfactory. WorkplaceNL reserves the right to obtain references from sources other than those provided in the Bid. WorkplaceNL reserves the sole discretion to determine whether the Bidder and its professional staff have the appropriate qualifications.
- 2.10.9** WorkplaceNL reserves the right to disqualify any Bidder if the Bidder has either breached an agreement and/or failed to provide satisfactory service and/or deliveries under any prior agreement with WorkplaceNL, in the sole opinion of WorkplaceNL.
- 2.10.10** WorkplaceNL reserves the right to determine equivalency, and may require demonstrator or sample items in order to be able to evaluate the items proposed. WorkplaceNL will be the sole judge of equivalence.

**WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries**

- 2.10.11** Where applicable, all equipment must be certified by the appropriate regulatory agencies and/or must be approved by the appropriate Provincial agency.
- 2.10.12** Upon acceptance by WorkplaceNL, a written Bid acceptance will be forwarded to the successful Bidder.
- 2.10.13** As required by the **Public Procurement Regulations**, a ten percent (10%) reduction will be applied to the pricing submitted by provincial suppliers for the purposes of evaluating pricing. A “provincial supplier” is defined in the Public Procurement Regulations as a supplier of goods, services or public works that has a place of business in the province of Newfoundland and Labrador. A “place of business” is defined in the **Public Procurement Regulations** as an establishment where a supplier regularly conducts its activities on a permanent basis. WorkplaceNL may require a Bidder to provide information and/or documentation to confirm whether it is a provincial supplier, as defined above. In the event of a tie between a provincial and non-provincial supplier, the selected Bidder shall be the provincial supplier.

SECTION 3: GENERAL

- 3.1** Payment of invoices will be through direct deposit. The successful Bidder is required to meet WorkplaceNL’s billing and accounting requirements. The successful Bidder shall invoice WorkplaceNL electronically on a monthly basis. Invoices must be legible and clearly labeled with the successful Bidder’s invoice number. The Bidder must acknowledge in the Appendix “B”, Bid Form that the Bidder agrees to direct deposit and electronic invoicing.
- 3.2** The successful Bidder shall invoice WorkplaceNL indicating the times, date, and number of hours worked. The successful Bidder shall only be paid for those hours authorized and worked in accordance with the Agreement.
- 3.3** The successful Bidder shall submit a separate, detailed invoice to WorkplaceNL for each Injured Worker who received services. The following information must be included on all invoices:
- vendor name and number,
 - purchase order number,
 - injured worker’s name,
 - date of Services rendered,
 - number of hours worked,
 - service description,
 - invoice date,

WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries

- invoice number, and
- total invoice amount.

Invoices that do not include the referenced information will be returned to the successful Bidder, and payment may be delayed pending proper invoicing by the successful Bidder.

- 3.4** This Tender, all Bids, and any agreement will be construed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador.
- 3.5** The Bidder shall not use WorkplaceNL's name or logo or make reference to this Tender in any advertising copy or other promotional materials or messages without WorkplaceNL's prior written consent.
- 3.6** WorkplaceNL reserves the right to tender any services by invited tender or public tender, as deemed necessary.

**WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries**

APPENDIX “A”

Check List

Check Box to be completed and included with submission

Tender documents are completely read and understood	YES <input type="checkbox"/>	NO <input type="checkbox"/>
All addenda (if applicable) are completely read and understood	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Bid form signed and completed as required in the submission (Appendix “B”)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Checklist completed (Appendix “A”)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Written Statement of Company History included in the submission (2.9.4)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
List of references included in the submission (2.9.5)	YES <input type="checkbox"/>	NO <input type="checkbox"/>

The Successful Bidder must provide the following within fourteen (14) days of award:

- A list of employees, officers, directors, associates and approved sub-contractor assigned to perform the services, including their job titles and qualifications as per Article 3 of WorkplaceNL Standard Terms and Conditions;
- Certificates of insurance as per Article 14 of WorkplaceNL Standard Terms and Conditions;
- Declarations of Confidentiality/Conflict of Interest signed by the Contractor or an officer or director of the Contractor as per Article 9 of WorkplaceNL Standard Terms and Conditions;
- Initialed WorkplaceNL Standard Terms and Conditions; and
- Initialed WorkplaceNL Confidentiality Schedule.

WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries

APPENDIX "B"

Bid Form

Name of Bidder: _____

Address: _____

Telephone No.: _____ **Fax No.:** _____

E-mail address: _____

Dated at: _____ **this** _____ **day of** _____ **2025**

Authorized Signature

Witness Signature

Authorized Name (Printed)

Witness Name (Printed)

HST No.: _____

Total Dollars per batch of 120 batteries (\$) _____) in Canadian Funds, **EXCLUDING** HST.

Total Dollars for shipping 120 batteries within NL (\$) _____) in Canadian Funds, **EXCLUDING HST.**

Total Dollars for shipping 120 batteries outside NL (\$) _____) in Canadian Funds, **EXCLUDING HST.**

Direct Deposit **Agree**_____

Electronic Invoicing **Agree**_____

WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries

Price Protection Period for 90 days

Agree_____

I hereby acknowledge that I have read and understand any and all addenda

Agree_____

Name of battery manufacturer _____

Products must be CSA approved, where applicable. Please circle compliance.

YES

Products must be corrosion and rust resistant. Please circle compliance.

YES

Products must be zinc air and mercury free. Please circle compliance.

YES

List all hearing aid manufacturers that your batteries are compatible with.

MANUFACTURER

List all battery catalogue numbers, number of cells per package and prices.

SIZE	CATALOGUE NO.	CELLS PER PACKAGE	PRICE PER PACKAGE	PRICE PER 120 CELLS
10				
312				
13				
675				

WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries

Battery expiry date must be a minimum of 24 months from WorkplaceNL's purchase order issue date. Please circle compliance.

Sample Packages of each manufacturer's battery type and size, including any long-life battery options available, must be received at WorkplaceNL's St. John's office prior to the closing date and time. Batteries submitted should be in original packaging with an expiry date of 2026 or greater.

Delivery address is:

WorkplaceNL
Attn: Buyer
146-148 Forest Road
St. John's, NL A1A 1E6

Battery packaging must not include advertising for, or any reference to the battery distributor. Please circle compliance.

Battery packaging must include clear instructions on battery activation, storage and disposal. Please circle compliance.

Location(s) batteries are available to injured workers, if distribution is available from a retail outlet(s) in NL.

Batteries must be shipped in batches of 120 cells. Please circle compliance.

An information sheet provided by WorkplaceNL, on an as needed basis, may be required to be included with each shipment of batteries sent to injured workers. Please circle compliance.

Mailing envelope must include the name and return address of the battery distributor. Please circle compliance.

WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries

YES

Delivery of the hearing aid batteries must be directly from the distributor via Canada Post Xpress mail to the injured worker's mailing address and be received within three (3) business days from receipt of WorkplaceNL's purchase order number. Please circle compliance.

YES

Sufficient stock of batteries and Xpresspost envelopes must be maintained to ensure delivery deadline can be met. Please circle compliance.

YES

All hearing aid batteries provided to injured workers must be new, first quality goods. Please circle compliance.

YES

If problems are reported about battery quality (defective, short life, dead, etc.) to the vendor, the vendor shall investigate and advise WorkplaceNL and the injured worker(s) how the problem can be resolved. Please circle compliance.

YES

WorkplaceNL
2025-13-T
Standing Offer for the Supply of Hearing Aid Batteries

APPENDIX “C”

Electronic Bid Submission Instructions

1. In order to be accepted, Bids must be submitted through WorkplaceNL’s posting for this opportunity on www.merx.com.
2. Bidders shall create a supplier account and be registered on www.merx.com. This will enable the Bidder to download the bid opportunity, receive addenda/addendum email notifications, download addenda/addendum, and submit their Bid electronically through the MERX website.
3. The timing of the Bid is based on when the Bid is received by the bidding system, not when the Bid is submitted by the Bidder, as transmission can be delayed by “Internet Traffic” for any number of reasons. WorkplaceNL recommends that Bidder allow for ample time to provide for uploaded Bids to be received prior to the Tender Closing Date. Bids received after the Tender Closing Date will not be accepted.
4. It is the responsibility of the Bidder to ensure that the Bid is received on time. Once registered, MERX will send a confirmation email to the Bidder if the Bid was submitted successfully. If a confirmation has not been received by the Bidder, the Bid was not uploaded correctly and it is the responsibility of the Bidder to either reload the documents or to contact MERX to resolve any issues regarding their Bid.
5. Response materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size. Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.
6. To ensure receipt of the latest information and updates regarding this opportunity via email, the onus is on the Bidder to register with MERX, create a supplier account, and sign up for notices for this opportunity.
7. Clarifications and questions received for this opportunity electronically can be submitted via the opportunity listing on www.merx.com. Questions can be submitted, and confirmation will be received to the inquiry. Responses will be answered on an individual basis or collectively at the discretion of WorkplaceNL.