

PART D

SUPPLEMENTAL CONDITIONS

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GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of Supply, Delivery and Pick-Up of Printer and Facsimile Toner Cartridges; New and Remanufactured for the period of August 1, 2004 to July 31, 2005.
- D2.2 The major components of the Work are as follows:
- (a) Supply and Delivery of Printer and Facsimile Toner Cartridges; New and Remanufactured
 - (b) Pick-Up of Empty Printer and Facsimile Toner Cartridges in accordance with E5.
- D2.3 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.3.2 Subject to GC.4.08, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.3.3 The City reserves the right to add items during the Contract period, as they are required.

D3. DURATION OF CONTRACT

- D3.1 Notwithstanding GC.8.01, the Contractor shall perform the Work of this Contract during the period of August 1, 2004 to July 31, 2005.

D4. DEFINITIONS

- D4.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;

- (b) **"Submission Deadline"** and **"Time and Date Set for the Final Receipt of Bids"** mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- (c) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Rachel Busche
Contracts Officer
The City of Winnipeg
Corporate Finance Department
Materials Management Division
Main Floor, 185 King Street
Winnipeg, MB
R3B 1J1

Telephone No. (204) 986-2451
Facsimile No. (204) 949-1178

D6. NOTICES

D6.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D6.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D6.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D5.1.

D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

Facsimile No.: (204) 947-9155

SUBMISSIONS

D7. COMMENCEMENT

- D7.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.
- D7.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D8. ORDERS

- D8.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D9. RECORDS

- D9.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- (a) The Contractor shall keep records of all items supplied during the Contract period. The records shall reference the Form B item number, the product description, quantity sold, contract price unit price, and extended price.
- D9.2 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D10. INVOICES

- D10.1 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D10.2 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) Form B item number (if applicable), the product description, quantity sold, contract unit price, and extended price.
 - (e) the amount payable with GST and PST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
 - (g) credits pertaining to Cartridges for Pick-Up, Section 2, shall be properly referenced by the Contractor on invoices submitted to the User. Credits shall be remitted either on a separate invoice, or on the request of the User, may be applied to a subsequent invoice credits.

D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D11. PAYMENT

D11.1 Further to GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D12. WARRANTY

D12.1 Notwithstanding GC.10.01 and GC.10.02, the warranty period for each item of Work supplied shall begin on the date of successful delivery and shall expire one (1) year thereafter unless extended pursuant to D12.2, in which case it shall expire when provided for thereunder.

D12.2 If a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

D12.3 Notwithstanding GC.10.01, GC.10.02 and D12.2, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

D12.4 Further to GC11.01 and GC11.02 and paragraph 5.6 of the National Standard of Canada Can/CGSB-53.148-96 for remanufactured cartridges, the Contractor shall respond to a warranty claim as follows:

- (a) In the case of a faulty cartridge, replace the cartridge within one (1) business day of notification; and
- (b) In the case of damage to a printer, provide a qualified service technician to commence repairs within one (1) business day of notification.

D12.5 Notwithstanding paragraph 5.6 of the said Standard and 11.1 above, if the City cannot, determine the initial cause of damage to a printer and causes repairs to be effected by others, and the cause is subsequently determined to be a faulty cartridge, the Contractor shall reimburse the City for the cost of any repairs as a direct result thereof.

D12.6 All Cartridges for Pick-Up are sold on an "as is, where is" basis and the City makes no representation or warranty with respect to the fitness, merchantability, suitability, or durability of any of the goods for any purpose