

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 the supply and delivery of service recognition lapel pins for the period of May 1, 2005 to December 31, 2007.
- (a) Year 1: May 1, 2005 to December 31, 2005.
 - (b) Year 2: January 1, 2006 to December 31, 2006.
 - (c) Year 3: January 1, 2007 to December 31, 2007.
- D2.2 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.2.1 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.
- D2.2.2 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.

D3. DEFINITIONS

- D3.1 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;

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:

Lea Heaton
Special Assistant (Protocol and Special Events)
Mayor's Office
510 Main Street, 2nd Floor, Council Building,
Winnipeg MB R3B 1B9

Telephone No. (204) 986-5569

Facsimile No. (204) 949-0566

D5. NOTICES

D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D5.2 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.

D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D5.4 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

D5.5 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

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 The Contractor shall be 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, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

CONTROL OF WORK

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.

D8. ORDERS

- D8.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number, and facsimile number where available, 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.
- D9.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) User name(s) and addresses;
 - (b) order date(s);
 - (c) delivery date(s); and
 - (d) description and quantity of goods supplied.
- D9.3 The Contractor shall provide the Contract Administrator with a copy of the records within one-hundred and ninety (90) Calendar Days of the end of Year 1 and Year 2.

MEASUREMENT AND PAYMENT

D10. INVOICES

- D10.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for each order delivered.
- D10.2 Further to D5.3, the Contractor shall submit invoices to the City of Winnipeg, Mayor's Office, 2nd Floor, 510 Main Street, Council Building, Winnipeg MB R3B 1B9.
- D10.3 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.

D10.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D11. PAYMENT

D11.1 Further to GC.9.01 and 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 Upon notification by the Contract Administrator, the Contractor shall, at this/her sole cost and expense, remedy any defect or deficiency identified during the warranty period and any damage that may arise or result from the defect or deficiency or a result of the correction of same.

(a) Goods determined to be defective within thirty (30) Calendar Days from the date of delivery of an order shall, except when otherwise authorized by the Contract Administrator, be replaced with new and unused goods at no cost to the City.

(b) Goods determined to be defective after the first thirty (30) Calendar Days but within one (1) year from the date of delivery shall, except when otherwise authorized by the Contract Administrator, be repaired at no cost to the City. The Contractor may, at his/her option, replace the defective goods with new and unused goods at no cost to the City.

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.