

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 Printed Envelopes for the period of June 11, 2004 to May 31, 2005 .
- D2.2 The major components of the Work are as follows:
- (a) Weekly pick-up of regular orders, during the term of the Contract, in accordance with D7.3 ;
 - (b) As Required pick-up of rush orders, during the term of the Contract, in accordance with D7.4;
- 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. DURATION OF CONTRACT

- D3.1 Notwithstanding GC.8.01, the Contractor shall perform the Work of this Contract during the period of June 11, 2004 to May 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;
- (d) "**Regular Order**" means weekly scheduled pick-ups;
- (e) "**Rush Order**" means orders that fall outside of the weekly scheduled pick-ups.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Rachel Busche
Corporate Finance Department
Materials Management Division
185 King Street
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

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 provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.
- D7.3 Regular orders shall include a "sample" and a copy of the Purchase Order. The Contractor shall pick up regular orders as follows:
- (a) Weekly pick-up of orders, on Thursdays by 11:00 a.m., at:
Printing, Graphics and Mail Services Branch
510 Main Street, Basement
between 8:30 a.m. and 4:30 p.m.
- D7.4 Rush Orders:
- D7.4.1 Comprises approximately 10 – 15% of total orders contained on Form B;
 - D7.4.2 Rush orders shall be picked up at the Print and Mail Services Branch within one hour.
 - (b) Turnaround time of rush orders shall be within 24 hours;
 - D7.4.3 Includes orders that fall outside of the weekly regular pick up.

D8. RECORDS

- D8.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D8.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (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.
- D8.3 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

D9. INVOICES

- D9.1 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D9.2 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, 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.

D9.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D10. PAYMENT

D10.1 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

D11. WARRANTY

D11.1 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 D11.2, in which case it shall expire when provided for thereunder.

D11.2 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.

D11.3 Notwithstanding GC.10.01, GC.10.02 and D11.2, 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.