

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".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of supply and delivery of welding rods, wire and gases for the period of March 01, 2004 to February 28, 2006 .

D3. DURATION OF CONTRACT

- D3.1 Notwithstanding GC.8.01, the Contractor shall perform the Work of this Contract on an "as-required" basis during the period of March 01, 2004 to February 28, 2006.

D4. DEFINITIONS

- D4.1 When used in this Tender Package:
- (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;
- D4.2 Notwithstanding GC.1.01, when used in this Tender Package:
- (a) "**CWB**" means the Canadian Welding Bureau that complies with the latest edition of standards including amendments and supplements in effect on the date of issue of this Specification shall apply to the Work;
 - (b) "**CSA**" means Canadian Standards Association that complies with the latest edition of standards including amendments and supplements in effect on the date of issue of this Specification shall apply to the Work.

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
- Ken M. Stelmack, C.P.P., C.I.M.
Contracts Officer
Main Floor-185 King Street
Winnipeg, MB R3B 1J1
Telephone No. (204) 986-3855

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. MATERIAL SAFETY DATA SHEETS

- D7.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D7.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

CONTROL OF WORK**D8. COMMENCEMENT****D9. ORDERS**

D9.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D10. RECORDS

D10.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D10.2 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.

D10.3 The Contractor shall provide the Contract Administrator with a copy of the records for each year within fifteen (15) Calendar Days of the end of that year.

MEASUREMENT AND PAYMENT**D11. INVOICES**

D11.1 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.

D11.2 Invoices must clearly indicate, as a minimum:

- (a) the City's order (Purchase Order or Standing Purchase Order Release Authorization) number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and PST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D11.4 Table A of these Supplemental Conditions, listing current invoicing addresses, is provided for the convenience of the Contractor only. The City reserves the right to revise locations as required by changes in its operations during the term of the Contract.

D12. PAYMENT

D12.1 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

D13. WARRANTY

- D13.1 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 D13.2, in which case it shall expire when provided for thereunder.
- D13.2 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.
- D13.3 Notwithstanding GC.10.01, GC.10.02 and D13.2, 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.

TABLE A – INVOICING ADDRESSES

Fire Paramedic Service
Support Services Division
2546 McPhillips Street
Winnipeg, MB R2P 2T2

Winnipeg Transit
Stores Section
421 Osborne Street
Winnipeg, MB R3L 2A2

Water and Waste
Mechanical Maintenance Division
598 Plinquet Street
Winnipeg, MB R2J 2W7

Community Services
Finance and Administration Services Division
3rd Floor – 395 Main Street
Winnipeg, MB R3B 3N8

Public Works
Fleet Management Agency
770 Ross Avenue
Winnipeg, MB R3E 1C6