

## 694 SURGICAL SUTURES User Guide (Version 1.3)

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**Contract Period: 01/06/2009 – 31/05/2011**

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**Current as at 25 February, 2011**

Always ensure you obtain the latest version of the User Guide before making a purchase. Updated versions of this and other User Guides are available by phoning (02) 9372 7600 or via the web at: [www.contractservices.nswp.commerce.nsw.gov.au/](http://www.contractservices.nswp.commerce.nsw.gov.au/)

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## 1. Introduction

This user guide is designed to provide customers with all the necessary information needed to utilise contract 694 Surgical Sutures.

Health Support Services – Tendering & Contracting Team provides a full range of procurement services for NSW Health and other eligible organisations. Services include contract management of common use period contracts. These are period contracts on a rolling one to five year renewal cycle for the supply of products and services in common use across many agencies. Under these contracts, suppliers provide a range of products and services at prices established on the basis of aggregated whole of government buying power, achieving significant savings.

The Contract is for the supply of Surgical Sutures for a term of 2 years expiring on 31 May 2011 (with two [2] 12 month extension options). Pricing is fixed for the first twelve months of the contract then subject to review at twelve (12) monthly intervals, however Tyco Healthcare Pty Ltd have confirmed they have fixed pricing for the first twenty four (24) months of the contract.

**Please note that as part of the strategy adopted by the NSW Department of Health for this contract, conditional agreements including volume commitment discounts and Bundled Offers between an Area Health Service outside of the discounts offered within this contract are not permitted.**

**This period contract allows users to achieve considerable cost savings if volume commitment triggers are achieved. It offers value for money including competitive rates, and a quality range of products.**

## 2. Accessing the Contract

Period contracts are established under the authority of the State Contracts Control Board (SCCB) and administered by Contracting Services.

Most eligible organisations have already registered with Contracting Services in which case they have immediate access to the contracts.

If you are unsure if your organisation is already registered or of your organisation's customer registration number you can contact either the accounts section in your organisation or alternatively you can contact Contracting Services on 02 9372 7791 or e-mail: [state.procurement@commerce.nsw.gov.au](mailto:state.procurement@commerce.nsw.gov.au)

If your organisation has not yet registered, an application form will need to be completed and submitted to Contracting Services before you can use the contract. Organisations need only register once – there is no need to register for each individual contract. Once approved, customers are allocated a registration number and are then eligible to use any of the period contracts administered by Contracting Services.

Copies of the customer application form can be obtained by contacting Contracting Services on 02 9372 7791 or from the Contracting Services website at [www.stateprocurement.ogp.commerce.nsw.gov.au](http://www.stateprocurement.ogp.commerce.nsw.gov.au)

### 3. Placing an Order

Official orders are to be placed with the Contractor. By placing an order you are entering into a contract with the supplier and as a minimum, the following information should be included in the Official Order:

- Contract Number and Name
- Name and address of Supplier and Customer
- Organisations Customer Registration Number\*
- Customer's Order Number
- Date of Order and Date of Delivery
- Item, product code, contract price, quantity and any accessories

You need to quote your Customer Registration Number each time you use Contracting Services's contracts. If you are unsure of your number please contact the Information Centre on 02 9372 7791.

### 4. Prices

Prices are subject to variation and will change in accordance with the price variation conditions of the contract. Regular users of Contracting Services contracts should consider using smartbuy® for latest pricing. For further information please contact the Information Centre on 02 9372 7791.

### 5. Smartbuy

Smartbuy is the NSW Government's electronic procurement system that supports departments and other authorised buyers to streamline procurement processes, assisting with the move from paper-based to electronic procurement. Delivering a complete procurement solution from catalogue management, through to purchasing and reporting, we provide a real-time, electronic connection to your suppliers. Tap into our wealth of procurement knowledge, IT infrastructure, training and support services, leaving you time to concentrate on core business.

Smartbuy solutions can support your electronic procurement initiative and achieve direct savings by:

- Increasing purchasing compliance, leading to direct cost savings and product rationalisation.
- Reducing transaction and administration costs of purchasing by decreasing the effort of placing orders and removing duplicate processes.
- Reducing consumption and improving cash management through reduction of purchasing cycle times.
- Reducing an organisations IT investment and system duplication by utilising existing applications.
- Delivering purchasing advantages to organisations through access to a large competitive range of suppliers.
- Providing low to zero cost entry for suppliers, removing duplicate costs in the trading support of each agency.
- Bringing transparency to the purchasing element of the supply chain through improved report ability.

For more information visit the website at [www.smartbuy.nsw.gov.au](http://www.smartbuy.nsw.gov.au) or contact the smartbuy Helpdesk on 1800 003 985 or [smartbuy-infocentre@commerce.nsw.gov.au](mailto:smartbuy-infocentre@commerce.nsw.gov.au)

## 6. Range of Products

The range of products/services available under the contract include:

Category No.	Category Name
1	Sutures; Non Absorbable, with needle.
2	Sutures; Non Absorbable, without needle.
3	Sutures; Absorbable, with needle.
4	Sutures; Absorbable, without needle.

- Free Into Store: The pricing of all items on this Contract is Free Into Store (FIS).
- GST free pricing: All items on this Contract are GST free.
- Latex Free: All items and packaging on this Contract are latex free.
- Therapeutic Goods Administration (TGA): All items on this Contract are TGA listed.

## 7. Contractors

1. Alcon Laboratories (Aust) Pty Ltd
2. B. Braun Australia Pty Ltd
3. Dynek Pty Ltd
4. Johnson & Johnson Medical Pty Ltd
5. Tyco Healthcare Pty Ltd

## 8. ALCON LABORATORIES AUSTRALIA PTY LTD

Line No	Item	Details
1	Australian Business Number (ABN)	88 000 840 830
2	Registered Office (if a company)	10/25 Frenchs Forest Road East, Frenchs Forest NSW 2086
3	Site Address (principal place of business)	10/25 Frenchs Forest Road East, Frenchs Forest NSW 2087
4	Postal Address (principal place of business)	Locked Bag 1019, Frenchs Forest NSW 2086
5	Contract Administration Contact Name	Nazneen Fernandes
6	Contract Administration Contact Telephone No.	02 9452 9433
7	Contract Administration Contact E-mail Address	<a href="mailto:nazneen.fernandes@alconlabs.com">nazneen.fernandes@alconlabs.com</a>
8	Sales Order Contact Name	Jo Anne Dawson
9	Sales Order Phone Number	1800 025 032
10	Sales Order E-mail Address	<a href="mailto:customer.service_orders@alconlabs.com">customer.service_orders@alconlabs.com</a>
11	Sales Order Fax Number	02 9452 5209
12	Switch Board Telephone Number	02 9452 9200
13	Company Website Address	<a href="http://www.alconlabs.com">www.alconlabs.com</a>

**Guarantees and Servicing Arrangements:** Product is guaranteed sterile until expiry date.

**Price Basis:** Prices are firm for the first twelve (12) months of the Standing Offer agreement then subject to review at twelve (12) monthly intervals, based on a capped percentage increase on the Published Price List.

**Volume Break Discounts:** Not offered from Alcon Laboratories Australia Pty Ltd.

**Delivery:** Delivery shall be completed not later than a maximum time of 3 days from the date of receipt of an Order but before that date if possible.

### 8.1.1 Standard Arrangements

- Sydney Metro Area; Within 24 to 48 hours
- Regional NSW; Within 48 hours

### 8.1.2 Emergency Arrangements

- Sydney Metro Area; Within 3 hours (freight charge applicable as quoted by courier)
- Regional NSW; Within 24 to 48 hours (freight charge applicable as quoted by courier)

**Help Desk:** Australia wide Tel: 1800 025 032, 8.00 a.m. to 5.30 p.m. EST

**In-service Education and Training:** Support is provided locally by Surgical Account Managers at no cost and includes clinical information and applications.

## 9. B. BRAUN AUSTRALIA PTY LTD

Line No	Item	Details
1	Australian Business Number (ABN)	56 002 945 155
2	Registered Office (if a company)	17 Lexington Drive, Bella Vista NSW 2153
3	Site Address (principal place of business)	17 Lexington Drive, Bella Vista NSW 2153
4	Postal Address (principal place of business)	PO Box 6221, Baulkham Hills BC NSW 2153
5	Contract Administration Contact Name	Gayle Oznobyshyn
6	Contract Administration Contact Telephone No.	02 9629 0242
7	Contract Administration Contact E-mail Address	<a href="mailto:contracts.au@bbraun.com">contracts.au@bbraun.com</a>
8	Sales Order Contact Name	Customer Service
9	Sales Order Phone Number	1800 251 705
10	Sales Order E-mail Address	<a href="mailto:customerservice.au@bbraun.com">customerservice.au@bbraun.com</a>
11	Sales Order Fax Number	02 9629 0299
12	Switch Board Telephone Number	02 9629 0200
13	Company Website Address	<a href="http://www.bbraun.com.au">www.bbraun.com.au</a>

**Guarantees and Servicing Arrangements:** B. Braun sutures perform to the conditions as regulated by the TGA. All sutures supplied will carry a shelf life of at least 3 years.

- 9.1.1 Any faulty product will be replaced ex stock at no charge and returned faulty product dispatched to country of manufacture for clinical testing. A report on the outcome of this testing will be sent to the end user who returned the faulty stock.
- 9.1.2 Products incorrectly dispatched by supplier will be replaced ex stock at no charge. Incorrectly dispatched stock should be returned directly to B. Braun.

**Price Basis:** Prices are firm for the first twelve (12) months of the Standing Offer agreement then subject to review at twelve (12) monthly intervals, based on a capped percentage increase on the Published Price List.

### Volume Break Discounts:

- Additional Discount of 3% when an Area Health Service elects to purchase 50% of their requirements from B.Braun.
- Additional Discount of 6% when an Area Health Service elects to purchase 75% of their requirements from B.Braun.
- Additional Discount of 10% when an Area Health Service elects to purchase 90% of their requirements from B.Braun.
- Additional Discount of 15% when an Area Health Service elects to purchase 100% of their requirements from B.Braun.

**Delivery:** Delivery shall be completed not later than a maximum time of 3 days from the date of receipt of an Order but before that date if possible.

### Sydney Metro;

- 24 Hours if order placed before 1pm Monday to Friday OR
- 48 hours if order placed after 1pm Monday to Friday.

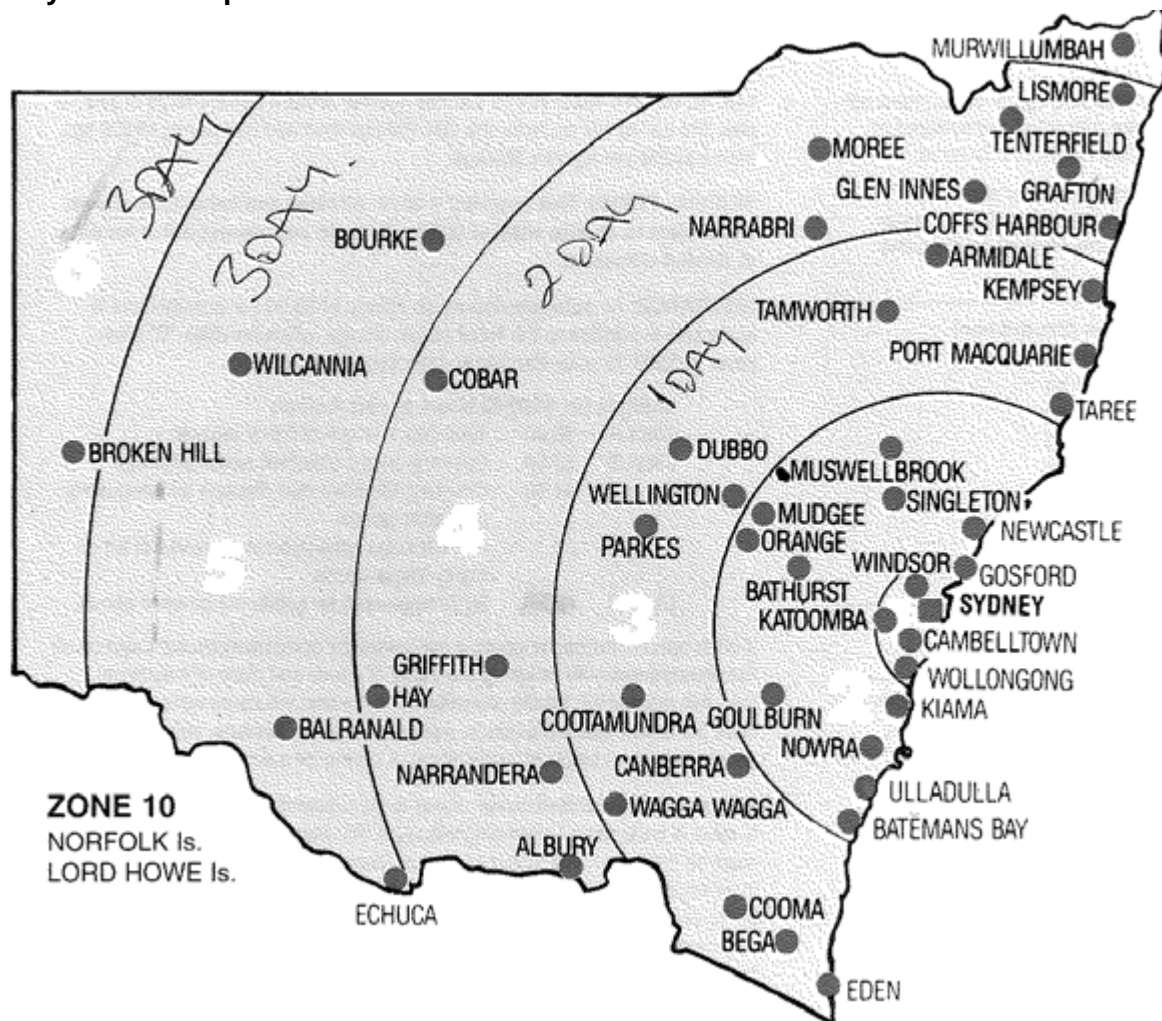
### Regional NSW;

- Within 24 Hours if order placed before 1pm and going to Zones 1 – 3.
  - Within 48 Hours if order placed before 1pm and going to Zone 4.
  - Within 72 hours if order placed before 1pm and going to Zone 5 – 6.
- \*\* See Delivery Zones Map below \*\***

**Emergency Arrangements**

- Sydney Metro Area: During business hours and at the courier cost.
- Regional NSW: During business hours and at the courier cost.

**Delivery Zones - Map**



### **Help Desk Access:**

Geographical area covered-	Australia
Phone Number-	1800 251 705
Non toll-free Help Desk number-	02 9629 0200
Corresponding Toll Charges-	Standard local and interstate call charges apply.
Help Desk Hours-	8am to 5pm (AEST Monday to Friday) Excluding National and Public Holidays

### **In-Service Education and Training:**

In-Service and Customer support will be provided by Bronwyn Allison of B. Braun Australia. Bronwyn is a certified trainer in closure technologies under the Aesculap Academy Educational Branch. All training materials i.e. catalogues, videos, CD's, charts, websites and materials for 'hands-on' workshops will be supplied. Please see Attachment 5 – Suture Brochures.

B. Braun has research and development facilities in Germany and Spain, dedicated to innovation, efficiency and sustainability.

The Aesculap Academy enjoys a worldwide reputation as a leading forum for basic and advanced training in the field of medicine. Since 1995 it has been offering this service concept under the umbrella of the B. Braun group. The programs which the Academy stages keep medical practitioners, hospital personnel and hospital management personnel fit for the future. Its life long partnerships throughout the world provide the crucial knowledge lead. Please see Attachment 6 - Frost and Sullivan Brochure.

## 10. DYNEK PTY LTD

1	Australian Business Number (ABN)	16 007 758 465
2	Registered Office (if a company)	9 Circuit Drive, Hendon SA 5014
3	Site Address (principal place of business)	9 Circuit Drive, Hendon SA 5014
4	Postal Address (principal place of business)	PO Box 2346, Port Adelaide SA 5015
5	Contract Administration Contact Name	Martin Fynnaart
6	Contract Administration Contact Telephone No.	08 8268 2033
7	Contract Administration Contact E-mail Address	<a href="mailto:martin.f@dynek.com">martin.f@dynek.com</a>
8	Sales Order Contact Name	Business Service Centre
9	Sales Order Phone Number	1800 088 172
10	Sales Order E-mail Address	<a href="mailto:sales@dynek.com">sales@dynek.com</a>
11	Sales Order Fax Number	1800 088 254
12	Switch Board Telephone Number	08 8268 2033
13	Company Website Address	<a href="http://www.dynek.com">www.dynek.com</a>

**Guarantees and Servicing Arrangements:** All Dynek products have a shelf life of five (5) years except for Biovek (Braided Treated Polyglycolide synthetic absorbable suture) which has a shelf life of three (3) years

**Price Basis:** Prices are firm for the first twelve (12) months of the Standing Offer agreement then subject to review at twelve (12) monthly intervals, based on a capped percentage increase on the Published Price List.

**Volume Break Discounts:** Not offered from Dynek Pty Ltd.

**Delivery:** Delivery shall be completed not later than a maximum time of 3 days for stock items and 14 days for non-stock items from the date of receipt of an Order but before that date if possible.

### Standard Arrangements

- Sydney Metro: Within 48 hours.
- Regional NSW: Within 3 working days.

### Emergency Arrangements

- Sydney Metro: Within 24 hours.
- Regional NSW: Within 3 working days.

### Help Desk Access:

Geographical area covered-	Australia
Phone Number-	1800 088 172
Non toll-free Help Desk number-	08 8268 2033
Corresponding Toll Charges-	Applicable STD rates
Help Desk Hours-	8am to 5pm (CST Monday to Friday) with emergency contact number available for out of hour emergency needs.

### **In-Service Education and Training:**

Education and training are an integral part of the supply of surgical sutures and the following services are available to NSW hospitals on request.

- In-service education and training by qualified Dynek personnel.
- Department specific cross reference charts are prepared to assist with product conversions.
- A Suggested Technique guide is available to ensure the sterile opening of Dynek sutures.
- Department meetings to discuss specific topics and techniques can be co-ordinated on request.
- To compliment our product education and training material – we are excited to have available for hospitals in NSW a book by Iain Skinner on Basic Surgical Skills with a revised edition currently in progress.
- This is an excellent resource for new doctors with easy to follow graphics on suturing techniques and other relevant information.

## 11. JOHNSON & JOHNSON MEDICAL PTY LTD

Line No	Item	Details
1	Australian Business Number (ABN)	85 000 160 403
2	Registered Office (if a company)	1-5 Khartoum Road North Ryde, NSW 2113
3	Site Address (principal place of business)	1-5 Khartoum Road North Ryde, NSW 2114
4	Postal Address (principal place of business)	PO Box 134 North Ryde, NSW, 1670
5	Contract Administration Contact Name	Matthew Chen
6	Contract Administration Contact Telephone Number	(02) 9815 3916
7	Contract Administration Contact E-mail Address	<a href="mailto:mchen23@its.jnj.com">mchen23@its.jnj.com</a>
8	Sales Order Contact Name	Customer Services/Orders
9	Sales Order Phone Number	1800 252 194 or (02) 9878 9260 if in Sydney
10	Sales Order E-mail Address	<a href="mailto:cusord@its.jnj.com">cusord@its.jnj.com</a> .
11	Sales Order Fax Number	1800 808 233 or (02) 9878 5481 if in Sydney
12	Switch Board Telephone Number	(02) 9878 9000
13	Company Website Address	<a href="http://www.jnj.com">www.jnj.com</a>

**Guarantees and Servicing Arrangements:** Johnson & Johnson Medical Pty Ltd (JJM) is extremely confident that its suture products (supplied under the ETHICON brand) provided to NSW hospitals will exceed expectations. We are in a strong position to provide a written guarantee on any initial order of an ETHICON suture product (that is being ordered by an account for the first time). This means that should the hospital find that a clinician is dissatisfied with any new product, 100% of the original purchase price will be refunded provided that more than 50% of the product is returned to JJM. In addition, JJM commits to receiving returned goods without charging an inventory-rehandling fee.

**Price Basis:** Prices are firm for the first twelve (12) months of the Standing Offer agreement then subject to review at twelve (12) monthly intervals, based on a capped percentage increase on the Published Price List.

**Volume Break Discounts:** Additional Discount of 17% has already been allocated to base pricing which will be fixed for the first 12 months of the contract (up until 31st May 2010). Thereafter, pricing will be reviewed between the parties and any changes communicated accordingly.

**Delivery:** For all order queries, please contact JJM customer service from 8:30am to 6:00pm (AEST) Monday to Friday using the following details:

<b>Phone</b>	AUST 1800 252 194 or (02) 9878 9260
<b>Fax</b>	AUST 1800 808 233 or (02) 9878 5481
<b>Mail</b>	P.O. BOX 134, NORTH RYDE, NSW, 1670, AUSTRALIA
<b>Email</b>	<a href="mailto:cusord@medau.jnj.com">cusord@medau.jnj.com</a>

### Standard Arrangements

- Sydney Metro: Within 24 hours. (Timelines are guaranteed as long as orders are placed by 4pm AEST).
- Regional NSW: Within 48 Hours. (Timelines are guaranteed as long as orders are placed by 4pm AEST).

### **Emergency Arrangements**

- Sydney Metro: Within 12 hours. (Dependent on the time of day at which the order is placed and when the goods are required by. Emergency order freight is charged at the cost quoted by the courier).
- Regional NSW: Within 24 Hours. (Dependent on the time of day at which the order is placed, the location to which the delivery is to be made and when the goods are required by. Emergency order freight is charged at the cost quoted by the courier).

### **Help Desk Access:**

Geographical area covered-	Australia wide
Phone Number-	1800 252 194 (Toll Free)
Non toll-free Help Desk number-	(02) 9878 9260 (if in Sydney)
Corresponding Toll Charges-	Toll free (local call charges apply)
Help Desk Hours-	8:30am to 6:00pm (AEST) Monday to Friday. (Outside these hours callers are directed to Emergency Support Personnel).

### **In-Service Education and Training:**

In support of the deliverables supplied under contract, Johnson and Johnson Medical provide its customers with extensive and comprehensive in-service and training. This is delivered through a network of highly trained Product Specialists and Sales Managers in addition to Surgical/Clinical specialists as a result of partnerships with the surgical community.

JJM considers the safe and effective use of ETHICON products to be vital. JJM staff members inclusive of Product Specialists, Sales Managers and Marketing Managers, are trained to be able to work with health-care units to develop and deliver either standardised or customised continuing medical education to hospital staff and health care practitioners involved in the use of our products. They are supported in this by a full time National ETHICON Training Manager who ensures that each ETHICON team member is trained to the standard required to be able to deliver this service to customers.

JJM supplies a significant number of Manuals and Training plans/ Courses in the course of servicing the needs of our surgical and nursing customers.

JJM are also involved in the development of proprietary training materials that are tailored to the learning needs of specific groups. Examples include laboratory session programs for Basic and Advanced Surgical Trainees, reference guides on “how to” use various items of equipment for nursing staff etc. JJM are also involved in the development of comprehensive in-servicing programs for nursing staff across NSW hospitals, with respect to the deliverables and the anatomy and procedures to which they are related. Some of these programs include:

- **Suture In-Service**

Suture in-services are directed to Surgeons, Registrars, Medical Students and Nursing Staff. Topics discussed focus on the following.

- **Critical Wound Healing Time**  
This focuses on critical wound healing periods for skin layers, fascia/muscle, peritoneum, stomach, bowel, tendon and organs. This is critical in choosing the correct needle and suture combination.
- **Classifying Sutures**  
Understanding a range of suture materials including: absorbable or non-absorbable; braided and monofilament, natural and synthetic. This is critical in understanding which suture materials to select for different areas of the body/different wound closure applications.
- **Suture Sizing/Gauge**  
Suture sizes (gauges) range from an 11/0 through to 5. Examples are given to clearly demonstrate what size materials are used and why we select these gauges.
- **Suture Material**  
Each suture material is explained in depth and covers their absorption rate, tensile strengths and in which layers they are commonly used.
- **Suture Needles**  
Needle selection is just as important as suture selection and a number of points are covered. Needle shapes and sizes are discussed along with a clear understanding of cutting edge and taper needles.
- **Practical Suturing Skills**  
Practical and interactive sessions using inanimate support materials – e.g. proprietary ETHICON Knot Tying boards or artificial skin pads. Principles of knot tying are demonstrated. Appropriate handling and manipulation of suture material and needles are demonstrated. Training session reinforces safe and efficacious handling of sharps, appropriate selection of suture material and needle sizing.

## 12. TYCO HEALTHCARE PTY LTD

Line No	Item	Details
1	Australian Business Number (ABN)	51 003 143 502
2	Registered Office (if a company)	TMF Corporate Services (Aust) Pty Ltd, Level 9 , 50 Park Street, Sydney NSW 2000
3	Site Address (principal place of business)	166 Epping Road , Lane Cove NSW 2066
4	Postal Address (principal place of business)	Locked Bag 2020, Lane Cove NSW 2066
5	Contract Administration Contact Name	Meredith Stanley
6	Contract Administration Contact Telephone No.	02 9429 3125
7	Contract Administration Contact E-mail Address	tenders.rebates@covidien.com
8	Sales Order Contact Name	Customer Service Department
9	Sales Order Phone Number	1800 252 467
10	Sales Order E-mail Address	<a href="mailto:aust.customer.service@covidien.com">aust.customer.service@covidien.com</a>
11	Sales Order Fax Number	02 9418 7137
12	Switch Board Telephone Number	02 9429 3100
13	Company Website Address	<a href="http://www.covidien.com">www.covidien.com</a>

**Guarantees and Servicing Arrangements:** Products are supplied free of any defects – product found to be defective will be replaced at no charge. Where applicable sterility guaranteed unless packaging open or damaged or the product has reached its expiry date.

**Price Basis:** Tyco offers to hold the discounts offered as per the tender request for the first 2 years (24 months) of contract operation. Thereafter % discount offered will be subject to confirmation and or revision, and subsequently applied against the Tyco Healthcare prevailing Hospital List Price.

### **Volume Break Discounts:**

- Additional Discount of 9% when an Hospital/ Area Health Service elects to purchase 50% of their requirements from Tyco Healthcare.
- Additional Discount of 15% when an Hospital/ Area Health Service elects to purchase 80% of their requirements from Tyco Healthcare.

**NOTE** - This is a additional 6% discount over and above 50% single supplier requirement. Please contact your Tyco representative for further information in relation to the Additional Discount offer.

**Delivery:** All orders are entered by the Customer Service department in Lane Cove, Sydney (see contact details below). Orders can be placed via the phone (8am – 6pm Sydney time) by email, post or fax.

### **Orders/Invoices**

Tyco Healthcare Customer Service

Locked Bag 2020

Lane Cove NSW 2066

Phone: 1800 252 467

Fax: 02 9418 7137

**Email:** [aust.customer.service@covidien.com](mailto:aust.customer.service@covidien.com) (preferred method)

### **Standard Arrangements**

- Sydney Metro: Within 24 hours.
- Regional NSW: Within 48 Hours

NOTES: Metro orders received prior to 3pm Sydney time will be dispatched that day for delivery next working day.

Outer Metro (dependent upon location) Orders received prior to 3pm Sydney time will be dispatched that day for delivery within 2-3 working days

Regional (dependent upon location) Orders received prior to 3pm Sydney time will be dispatched that day for delivery within 2+ working days.

### Emergency Arrangements

- Sydney Metro:
  - Within 12 hours.
- Regional NSW:
  - Within 24 Hours.

NOTES:

Urgent same day (or time specific) deliveries are available, individual quotes based upon location, number, weight and size of packages, will be obtained for each request and the cost for each delivery passed to the customer. Tyco Healthcare passes on only the cost from the carrier without any additional handling charges (\*excluding Minimum Order Surcharge for orders with a total value of less than \$250.00 exclusive of GST).

\*\*Please note this service is not available to some Outlying Regional Areas.

### Help Desk Access:

Geographical area covered-	Australia wide
Phone Number-	1800252467
Non toll-free Help Desk number-	1800252467
Help Desk Hours-	8am - 6pm (Sydney time)

**In-Service Education and Training - Tyco Healthcare Certified Wound Closure Education Program:** A component of our tender offer is a formal program of education in order to ensure the appropriate clinical application of the Tyco wound closure range of products. Participants would gain an understanding of the most appropriate selection of needles and suture material for absorbable, non-absorbable, braided and monofilament sutures across a wide range of surgical applications. For full details of other in-service educations and training programs from Tyco Healthcare please contact the Contract Administrator detailed in line 5 of the table above.

### 13. Contract Conditions

This section contains the key features of the contract conditions that may be of interest to customers. It does not contain all of the conditions of contract (a copy of which can be obtained by contacting Contracting Services).

#### Organisations Eligible to Purchase from the Contract

The following organisations are eligible to purchase from the Contract: Any Department, Agency or Office of the Commonwealth including any Statutory Authority constituted under Commonwealth legislation;

- a) Any Department, Agency or Office of any State or Territory of the Commonwealth, including any Statutory Authority constituted under State/Territory legislation;
- b) Any Council of a city, municipality or shire constituted by a State or Territory;
- c) Any other organisation constituted by or subject to an Act of Parliament either Commonwealth or State or by a Regulation thereunder;
- d) Any body or association, other than a trading, commercial or industrial firm or corporation, which conducts a service, not being a trade, business or industry followed or carried on for profit, at the request of the Government, in respect of such service;
- e) Any Authority, person, body, corporation, association or organisation, whether incorporated or not, to which permission has been given by the Minister for the Department of Commerce and Services, or an official delegate of the Minister, to issue orders for supplies comprised in the Agreement.

For the purpose of parts (d) and (e) above examples of typical organisations include, but are not limited to:

- a) Government Schools and Private Schools;
- b) TAFE Colleges;
- c) Public Hospitals and Area Health Services;
- d) Trustees of Public Parks;
- e) Boards;
- f) Tribunals;
- g) Commissions; and
- h) Registries.

For the purposes of part (f) above authorities to which permission has been given generally have:

- a) Charitable or benevolent status;
- b) Non-profit objective;
- c) Level of government subsidy/support.

#### Examples are:

- Non-Government Schools;
- Pre-Schools/Kindergartens and Child Care Centres;
- Family Day Care Administrations;
- Nursing Homes (excluding privately owned);
- Other community based service providers;
- Student support groups, which are established under the auspice of the relevant school or education institution;
- Arts based groups sponsored by the Ministry for the Arts.

## Operation of Nominee Purchasing

### Introduction

The Nominee Purchaser Arrangement was created under section 18 of the *Public Sector (Goods and Services) Regulation 2000* (NSW). The Regulation allows the State Contracts Control Board (“SCCB”) to provide access to contractors of public sector agencies to SCCB standing offer agreements for the provision of goods and services. These contractors are known as Nominee Purchasers. The public sector agencies making the nominations are known as Nominating Agencies.

### What is a Nominee Purchaser?

Nominee Purchaser means a contractor to a public sector agency, nominated by the public sector agency to be authorised to place orders under standing offer agreements and registered by Contracting Services.

### Access of Nominee Purchasers to SCCB standing offer agreements:

- Is limited to standing offer agreements relevant to the contract between the Nominating Agency and the Nominee Purchaser, and which are specifically listed in the Nominee Purchaser’s registration; and
- Is for a fixed period of registration, usually ending on the completion of the term of the contract between the Nominating Agency and the Nominee Purchaser.

A Nominee Purchaser must not purchase goods or services under a SCCB standing offer agreement, unless they are related to its obligations under a contract with a public sector agency and are used during the term of such a contract or included or incorporated in works, goods or services to be provided to the public sector agency.

If you have any further enquires, or are interested in using this facility please call the Information Centre on 02 9372 7791 or e-mail: [state.procurement@commerce.nsw.gov.au](mailto:state.procurement@commerce.nsw.gov.au).

**Government Taxes, Duties and Charges:** All taxes, duties and charges imposed or levied in Australia or overseas in connection with the performance of this Agreement will be borne by the Contractor.

**Title and Risk:** Title and Risk shall pass to the Customer on satisfactory delivery of the Deliverables in accordance with the Customer Contract.

**Insurance** - The Contractor has arranged with a reputable insurance company:

- a) A Broad Form Liability Insurance Policy for at least the amount of \$AUS 10M in respect of each claim, for both Public Liability and Product Liability;
- b) Worker’s compensation insurance as required by all relevant laws of Australia relating to worker’s compensation.

**Price Variations:** The following price variation conditions apply -

- a) As per the contractors selected price basis in accordance with Clause 3.5 Price Adjustment, of the Deed of Agreement. Note that pricing is fixed for the first twelve months of the contract then subject to review at six monthly intervals.

**Best Price:** Clause 3.6 Best Price, of the Deed of Agreement is applicable for this contract.

**Free Into Store:** The pricing of all items on this Contract is Free Into Store (FIS).

**GST free pricing:** All items on this Contract are GST free.

**Latex Free:** All items and packaging on this Contract are latex free.

**Therapeutic Goods Administration (TGA):** All items on this Contract are TGA listed.

**Delays and Emergencies:** From time to time the supply of goods from the Contractor may be delayed. The Contractor will take all reasonable steps to minimise the effect of the delays.

An excusable delay is one which:

- a) Unavoidably delays the Contractor in the performance of its obligations under the Agreement;
- b) Is beyond the reasonable control of the Contractor; and
- c) Could not have been reasonably contemplated or allowed for by the Contractor before entering into the Agreement.

The Contractor will inform you of the occurrence of any event, which is likely to adversely affect its performance of its obligations under the Agreement.

If you consider that the event, which the Contractor claims to be the cause of the delay, is such as to justify an extension of the time for the delivery of the supplies, you may grant and notify the Contractor of such extension of time (usually within 2 working days after receipt of the Contractor's claim for an extension).

**Settlement of Disputes:** If a dispute arises then both you and the Contractor must use your best efforts to resolve the dispute. Try to resolve the matter through discussions with the Contractor's Customer Service Representative (see Section 4 for contact details). If, however, you are unable to resolve the matter then you should contact Contracting Services. If the matter cannot be resolved by mutual agreement of both parties in consultation with Contracting Services the matter will be referred to expert determination. This more formal process will require you to keep a higher level of detailed documentation and records.

## 14. Contract Administration & Contractor Performance Survey

**Contracting Services Contact Numbers:** The Contract has been arranged and is administered by Contracting Services. If you have any questions relating to the operation of the Contract then contact -

**Juliana Andrici**

T: 02 9372 7609 *(Until late October 2009. After late October, phone HSS switchboard on 02 8644 2000)*

F: (02) 8644 2242

E: [juliana.andrici@hss.health.nsw.gov.au](mailto:juliana.andrici@hss.health.nsw.gov.au)

To help us maintain a high level of service and to meet Agencies' obligations under NSW Government Service Provider Performance Management Guidelines, we seek your feedback concerning suppliers' performance under contracts established by Contracting Services (a business unit of the Department of Commerce) on behalf of NSW Government Agencies.

All reporting officers should be familiar with the requirements of the "Service Provider Performance Management" available on the Department of Commerce website **at** <http://www.ogp.commerce.nsw.gov.au/Government+Guidelines/Goods+and+Services+Procurement/Goods+and+Services+Procurement+Publications.htm> .

The feedback form can be found on the Contracting Services website at [www.stateprocurement.ogp.commerce.nsw.gov.au](http://www.stateprocurement.ogp.commerce.nsw.gov.au) or by calling then Information Centre on 02 9372 7791.

**PLEASE NOTE: Not intended for use with Government Cleaning Contracts.**

Your feedback will be acknowledged within 10 days.