

**Contract 904**

**Intravenous and  
Irrigating Solutions  
including Parenteral  
Nutritional Fluids**

1 October 2010 to 30 September  
2012

Version 1.01

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# Contract 904 Factsheet

<b>Contract</b>	904/1012 Intravenous and Irrigating Solutions including Parenteral Nutritional Fluids		
<b>Period</b>	1 October 2010 to 30 September 2012 with option for 3 x 12 month extensions		
<b>Products</b>	Category 1	Intravenous Solutions	
	Category 2	Irrigating Solutions (Sterile)	
	Category 3	Parenteral Nutritional Fluids	
<b>Suppliers</b>	<b>Baxter Healthcare</b>	www.baxterhealthcare.com.au	
	T 1300 789 646	Australia_shs_customer_support@baxter.com	
	<b>B. Braun</b>	www.bbraun.com.au	
	T 1800 251 705	customerservice.au@bbraun.com	
	<b>Fresenius Kabi</b>	www.fresenius-kabi.com.au	
	T 1300 732 001	Customer.service-au@fresenius-kabi.com	
<b>Buyers</b>	All NSW Health, NSW Government and other eligible customers		
<b>Terms</b>	Fixed price	Delivery FIS	Payment 45 days from end of month
<b>NSW Health</b>	Contract Manager		
	Health Support Services – Business Procurement Services		
	Address	PO Box 1770, Chatswood, NSW, 2067	
	Telephone	02 8644 2209 (D) or 02 8644 2000	
	Email	contract904@hss.health.nsw.gov.au	
	Product, Consumables and Equipment Quality reporting <a href="http://intranet.hss.health.nsw.gov.au/insidehss/operations/procurement/quality">http://intranet.hss.health.nsw.gov.au/insidehss/operations/procurement/quality</a> ( <i>internal</i> ) Tender <a href="http://www.tenders.nsw.gov.au/health">www.tenders.nsw.gov.au/health</a> Purchasing and Supply Manual <a href="http://www.health.nsw.gov.au">www.health.nsw.gov.au</a>		
<b>NSW Procurement</b>	McKell Building 2-24 Rawson Place Sydney NSW 2000		
	T	1800 NSW BUY (1800 679 289)	
	E	nswbuy@commerce.nsw.gov.au	
	I	www.nswbuy.com.au	
<b>Version</b>	<i>Version 1.01 27 Sept 2010</i>		
	<i>Always ensure you obtain the latest version of the Contract Guide</i>		

# Introduction

This contract guide is designed to provide buyers with all the necessary information needed to utilise Contract **904/1012 – Intravenous (IV) and Irrigating Solutions including Parenteral Nutritional Fluids**

Contract 904/1012 is a **Health specific state contract managed by Health Support Services commencing on the 1<sup>st</sup> October 2010 and finishing on 30 September 2012**

This contract allows buyers to achieve considerable cost savings due to the combined purchasing power of the state government. It offers value for money including competitive rates, and a quality range of products.

The State Contracts Control Board (SCCB) has delegated the Health Administration Corporation (HAC) represented by Health Support Services to establish and administer state-wide contracts for health specific goods and or services.

State contracts are established under the authority of the State Contracts Control Board and administered by NSW Procurement, an office of the Department of Services, Technology & Administration.

**NSW Procurement** provides a full range of procurement and contract management services for government agencies and other clients. These are state contracts on a rolling one to five year renewal cycle for the supply of products and services in common use across many agencies.

**Health Support Services** provides the same services for Health specific contracts for use by NSW Health Services and other eligible organisations.

# 1 Accessing the Contract

## NSW Health Customers

Simply place your order direct with the supplier using your ordering system such as WebReq, online catalogue or iPharmacy.

## All other Customers

A list of the categories of organisations eligible to purchase from the state contracts is given in Section 6 of this Guide. Most eligible organisations have already registered with NSW Procurement, in which case they have a NSWBUY Identification Number and immediate access to the contracts.

To register as a new customer, please complete an online application form available from [www.nswprocurement.com.au](http://www.nswprocurement.com.au). Once approved, you will be advised of your NSWBUY Identification Number and will then be eligible to use any of the state contracts administered by NSW Procurement.

## Placing an Order direct with supplier

Buyers can order goods and services on this contract through their requisitioning and purchasing system.

By placing an order, an organisation is entering into a contract with the supplier and, as a minimum the following information should be included in the official order:

- A description of the Deliverables;
- The Price for the Deliverables;
- This Agreement reference number;
- Order date;
- Delivery date;
- Delivery site address;
- Name of officer placing the Customer Contract;
- NSWBUY Identification Number(as required) from Dept of Services, Technology & Administration; and
- Address to which the Supplier's invoice is to be sent for payment.

You need to quote your NSWBUY Identification Number each time you purchase from state contracts. If you are unsure of your NSWBUY Identification Number, please contact NSW Procurement Client Support Centre on 1800 NSW BUY (1800 679 289).

## Placing an Order through smartbuy® nswbuy catalogue

All other Customers can view products, prices, and suppliers then order through smartbuy®. To get access to smartbuy®, your organisation must register, and have a smartbuy® administrator. If you are unsure whether your organisation has smartbuy® access or an administrator, contact the NSW Procurement Client Support Centre on 1800 NSW BUY (1800 679 289).

## 2 Products

The following products on this contract are available in three categories

category number	category name	number of products	number of choices
1	Intravenous Solutions	29	74
1	Irrigating Solutions (Sterile)	12	38
3	Parenteral Nutritional Fluids	10	30

### ***Product and Pricing Schedule***

*For details on product features, codes, prices, ingredients and minimum order requirements see the attached Product and Pricing Schedule*

## 3 Suppliers

The following Suppliers have been appointed to Contract 904/1012 Intravenous and Irrigating Solutions including Parenteral Nutritional Fluids

**Baxter Healthcare**

**B. Braun Australia**

**Fresenius Kabi**

Suppliers can only supply products from the categories that they have been awarded to.

### Baxter Healthcare

#### Sales

ABN: 43 000 392 781  
 Site address: 1 Baxter Drive, Old Toongabbie, NSW 2146  
 Post address: PO Box 88, Toongabbie, NSW, 2146  
 Telephone: 1300 789 646  
 (02) 9848 1111 (local)  
 Facsimile: 1300 659 877  
 (02) 9688 2142 (local)  
 E-mail: Australia\_shs\_customer\_support@baxter.com  
 Internet: www.baxterhealthcare.com.au  
 Hours: Monday-Friday, 24 hours  
 After hours: 1800 249 837

#### Contract Enquiries

Karen Carty, Contracts Coordinator  
 T: 02 8845 1510 F: 8845 1539  
 E: australia\_contracts@baxter.com or karen\_carty@baxter.com

#### Products

View the attached product and pricing schedule.

#### Pricing, Discounts and Special Offers

The pricing of all items on this Contract is Free into Store (FIS).  
 All items on this Contract are GST free.  
 There are no discounts or special offers.  
 See the attached product and pricing schedule for more details.

#### Ordering and Delivery

Minimum Order Value \$350 exclusive of GST  
 Minimum Order Fee \$65 exclusive of GST for orders less than \$350.

Orders received before 1.00pm on any Business Day will be dispatched on the next planned delivery day. Orders received after 1.00pm will be forwarded on the subsequent planned delivery day.

Preparation and delivery requirements for non-standard Products required by the Customer will be agreed between the parties.

## Emergency Arrangements

The Customer may request Urgent Orders. Baxter will give priority to Urgent Orders and will aim to dispatch them to the Customer as soon as possible.

## Guarantee

Baxter warrants that all Products supplied to the Customer comply with the Order or any amended Order for the Products; are fit for the purpose for which they are intended; are of merchantable quality; are free from defects; are new; and will be supplied free from all encumbrances.

In complying with these Terms Baxter will exercise all care, skill, attention and diligence and will employ techniques of a high standard in accordance with best industry practice; ensure that every person utilised by Baxter is competent, appropriately qualified and is, where relevant, registered with or licensed by the appropriate statutory or professional body; and comply with all law.

A Product distributed by, but not manufactured, by Baxter is warranted by its manufacturer.

## Education and Training

Baxter Healthcare is committed to providing in-service education and training. Baxter will work in partnership with hospitals in the NSW Public Healthcare system to identify the individual training and educational requirements of specific institutions and groups of healthcare workers. Baxter Clinical Services presents workshops aimed at assisting Nurses, Pharmacists and Physicians to understand the therapies we provide. Manuals, Training Material, Videos, DVD's and other Education Collateral are available. This includes a variety of material such as Chemotherapy Spill Kit DVD's, Quarterly Oncology Newsletters, Fluid Therapy Workshops, Baxter Oncology Clinical & Patient Manuals and Booklets.

Baxter Healthcare continues to be seen as a valued training and support resource for clinicians by also supporting the NSW College of Nursing, offering product training for Continued Professional Development.

## Complaints and Adverse Events

If the Customer receives any reports or information related to a complaint about a Product or an Adverse Event, it will forward the unassessed case information or source documents, to Baxter within one (1) Business Day of first becoming aware of the report or information. Baxter shall acknowledge receipt of reports within three (3) Business Days.

Notice to Baxter in relation to Adverse Events or safety actions should be made to:

Pharmacovigilance Manager  
Telephone: +61 2 8845 1574  
Facsimile: +61 2 8845 1656  
Email: ANZ\_SHS\_Product\_Safety@baxter.com  
Address: 3-5 Gibbon Road, Baulkham Hills, NSW 2153.

## Disaster Recovery

A comprehensive Plan is in place.

## B. Braun Australia

### Sales

ABN: 56 002 945 155  
Site address: Norwest Business Park 17 Lexington Drive Bella Vista NSW 2153  
Post address: PO Box 6221, Baulkham Hills BC, NSW 2153  
Telephone: 1800 251 705  
02 9629 0200 (local)  
Facsimile: 1800 628 045  
E-mail: customerservice.au@bbraun.com  
Internet: www.bbraun.com.au  
Hours: 8.00am-5.00pm Mon to Fri AEST (excluding National & NSW Public Holidays)  
After hours: 1800 251 705 select appropriate option. Your call will then be directed to the corresponding B. Braun personnel who will be able to assist.

### Contract

Telephone: 02 9421 2043  
E-mail: contracts.au@bbraun.com

### Products

View the attached Product and Pricing Schedule.

### Pricing, Discounts and Special Offers

The pricing of all items on this Contract is Free into Store (FIS).  
All items on this Contract are GST free.

Total annual value of sales rebate applies:

\$0 - \$500,000	N/A
\$500,001 - 1,000,000	2%
\$1,000,001 and over	4%

Volume discounts are also offered within the attached Product and Pricing Schedule Part 2 B. Braun

### Ordering and Delivery

Minimum Order Value \$250 exclusive of GST  
Minimum Order Fee \$50 exclusive of GST for orders less than \$250 (unless any previous arrangement is in place).

Order must be received by 1.00pm Monday to Friday for delivery to:

- Sydney Metropolitan Area – within 24hrs.
- Regional NSW and ACT – within 48 -72 hours.

### Emergency Arrangements

Sydney Metropolitan Area – Within 12 hours  
Regional NSW and ACT – Within 24 hours

To expedite urgent orders (Via urgent Courier) Customer Service should be contacted as early as possible during the hours of (8am - 3pm). Orders despatched later in the day can be delivered at night to hospitals provided someone is there to receive them. The normal turnaround time for urgent Courier delivery is approximately 2 – 3 hours for Sydney Metropolitan depending on the despatch time.

Associated costs: The Customer is required to pay all associated freight costs for urgent deliveries at our cost price which is reviewed at the end of July each year. In the event of an after hours emergency, a call should be placed to 1800 251 705 and the appropriate option selected. Your call will then be directed to the corresponding B. Braun personnel who will be able to assist.

## Guarantee

Products incorrectly despatched by supplier will be replaced ex stock at no charge. Incorrectly despatched stock should be returned directly to B. Braun.

For products received faulty / damaged / short dated the product will be replaced ex stock at no charge. The returned faulty product will be despatched to the 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.

If the replacement is due to a B. Braun error, replacement stock will be dispatched the same day of notification of error. If the replacement is due to Customer error, replacement stock will be dispatched the same day the original stock is returned to our warehouse.

B. Braun warrants that each product it manufactures is free from defects or workmanship. Products distributed by, but not manufactured by B. Braun are warranted by its manufacturer.

## Education and Training

The Infusion therapy range including IV-Fluids is the main focus of the B. Braun Hospital Care team. This team comprises Product Specialists, Clinical Nurse educators, Sales Managers and the Customer Service team in providing in-service and training.

The following resources are available for training and inservices: Videos on Infusion Therapy; Product Handling Videos; Inservice-Presentations; Inservicing Booklets; Handling Posters; and Educational Flyers

When implementing any of the B. Braun IV product ranges, the Product Specialists work with the hospital to establish their needs and any special requirements. They then work with the support team at B. Braun to develop an Implementation plan that suits both the clinical and supply department needs of the hospital including making education available to all shifts.

Contact B. Braun for more information on Implementation; Inservicing; 'Train-the-Trainer' Workshops; Ongoing Support; and Training at the Aesculap Academy.

## Disaster Recovery

A comprehensive plan is in place.

## Fresenius Kabi

(Previously Pharmatel Fresenius Kabi)

### Sales

ABN: 39109383593  
Site address: 964 Pacific Highway, Pymble, NSW 2073  
Post address: 964 Pacific Highway, Pymble, NSW 2073  
Telephone: 1300 732 001 M to F (24 hours)  
02 9472 2222 (24 hours)  
Facsimile: 1300 304 384  
E-mail: Customer.service-au@fresenius-kabi.com  
Internet: www.fresenius-kabi.com.au

### Contract

Charlotte Jamieson Sales and Marketing Manager: Nutrition  
Telephone: 02 93915515  
E-mail: charlotte.jamieson@fresenius-kabi.com

Byron Schoeman Sales and Marketing Manager: IV Solutions  
Telephone: 02 93915572  
E-mail: byron.schoeman@fresenius-kabi.com

### Products

View the attached product and pricing schedule

### Pricing, Discounts and Special Offers

The pricing of all items on this Contract is Free into Store (FIS).

All items on this Contract are GST free.

There are no discounts offered.

View the attached product and pricing schedule for more details.

### Ordering and Delivery

In most instances minimum order quantity is a carton of 3, 4, 10, 12, 20 or 40 products.

Delivery to Sydney Metropolitan Area and ACT- Within 24 hours

Regional NSW - Within 48 hours.

### Emergency Arrangements

Sydney Metropolitan Area- Within 24 hours

ACT - Please contact the company to determine timeframe.

Regional NSW - Within 24 Hours

FK is willing to enter into Local Delivery Scheduling Arrangements.

### Distributors

Clifford Hallam Healthcare and Symbion are distributors under this Agreement.

### Guarantee

FK undertakes to deliver quality products and where that quality is not met we will replace the stock in question.

### Education and Training

All products and services are supported by a wide range of educational materials, including videos, training packages, PowerPoint presentations, overhead slide presentations and product data. This is

complemented by a team of representatives and clinical pharmacist that can provide in service education and training to customers as requested.

### Disaster Recovery

A comprehensive plan is in place.

## 4 Contract Features

### Best Price

This "Best-Price" contract provides a single price, per supplier, per item. This means that all customers receive the same price for items bought under similar circumstances.

If during the term of the contract you find a more competitive price in NSW please notify the Contract Manager.

### Price Variations

Prices are firm for the first two (2) years of the Agreement.  
All requests for price variations must be sent to the Contract Manager.

### Government Taxes, Duties and Charges

The pricing for the Products includes all applicable levies, duties, taxes, insurances, packaging, imposts, overheads and profits, any applicable discounts, but is exclusive of GST.

### Insurance

The Supplier has arranged with a reputable insurance company:

- a. Public Liability Insurance;
- b. Product liability Insurance; and
- c. Workers Compensation Insurance

### Additional Products

If the Supplier offers a new, improved, changed or additional product which is a logical inclusion to the overall Categories covered by this contract, please notify the Contract Manager for considered inclusion under that Category.

### Packaging

Goods are to be supplied suitably packed to ensure safe transport to their destination. These goods must also be packaged in weights suitable for lifting by individual persons. Suppliers are to provide assurance that acceptable storage conditions are maintained during transportation or provide cold chain monitors on refrigerated items.

All goods supplied must be in prime condition with no physical damage to product or protective packaging. Any items that do not meet this requirement should be rejected and must be replaced by, and at the expense of, the Supplier upon advice of rejection and within a time frame as agreed with the ordering officer.

### Delivery

Delivery is **FREE INTO STORE (FIS) throughout NSW and the ACT** unless otherwise specified in the Agreement in such quantities and at such times as may be required during the period of the contract. Further details on minimum orders, surcharges and delivery lead times are provided in Section 3 Suppliers.

The Supplier must pay for all packaging, freight, insurance, and other charges, in connection with the delivery.

Suppliers under this contract are required to notify the Contract Manager of any prolonged delivery delays during the period of the contract.

## Invoicing and Payments

Pay the Supplier Tax Invoice the price in the amounts set out in the Product and Pricing Schedule within **45 days from the end of the month** after receipt of a Tax Invoice and documents necessary to evidence delivery to the Customer. The Tax Invoice must contain itemised details.

The Supplier will not be entitled to any credit charge, service fee or any other fee or charge for extending credit or allowing time for the payment.

Contact the Contract Manager if you wish to consider consolidated monthly invoicing or require a discount to be negotiated for early payment.

## Marketing

The Supplier is responsible for the proactive marketing of its organisation's capability to Customers.

## Warranties

The Supplier shall rectify any error or defect in a warranted Deliverable that has been notified to it by a Customer during the Warranty Period at the Supplier's expense.

If the Supplier fails to rectify an error or defect in a Deliverable within 30 days after notification by the Customer, the Customer may arrange for supply of the deliverable by a third party at the Supplier's expense.

## Notification of Delays and Adverse Events

Suppliers MUST notify the Contract Manager of all prolonged delivery delays during the period of the contract.

Suppliers MUST also notify the Prescribed Notification Officer of any adverse and near adverse events. More information is available on the TGA website <http://www.tga.gov.au/docs/html/devguid11.htm>

## Unable to Supply

Suppliers shall notify the Customer immediately and in any event in not more than 24 hours, of any item on an order that cannot be supplied within the guaranteed delivery time.

If the Supplier is unable to provide the Deliverables for any reason, the Supplier must arrange for the supply of equivalent products from an alternative supplier within the guaranteed delivery time. The Supplier is to liaise with the Ordering Officer to ensure that the alternative product is acceptable and meets the Purchasers needs. Any additional cost in arranging alternative supply is to be borne by the Supplier.

Suppliers are not permitted to withdraw products from the Contract, for any reason, whilst the product is still available on the market.

## Use-by Date

The Supplier will replace Deliverables at no cost (including freight and handling charges) where stocks are delivered with unacceptable or unreasonably short use-by dates. An unacceptable use-by date is one that is **LESS THAN SIX (6) MONTHS from the date of delivery**.

## Risk and Title

Title in the Deliverables shall pass to the Customer on satisfactory delivery to the Customer, as evidenced by the signature on the delivery docket of a duly authorised representative of the Customer. Such signature is not an acknowledgement of the acceptability of the Deliverables. Notwithstanding that the Customer has taken delivery, the Supplier will remain liable for any loss or damage to the Deliverables, which may have occurred prior to delivery, and for any non-compliance of the Deliverables with the Order and Customer Contract.

## Problem Disputes

If the Customer experiences any problems with any Suppliers and /or supply, in the first instance it is usually simpler and most effective to resolve the issue directly with the Supplier.

However, there may also be instances where the problem is not resolved so it is beneficial to advise the Contract Manager of the problem. This is especially so if the issue relates to a shortage of supply which will invariably affect other buyers.

## Exemptions

In implementing the new contract, it is expected that where-ever possible, patients will be transitioned to the products selected on contract. It is recognised though, that occasions will occur where individual patient needs can not be met by the products on the contract (e.g., a personalized formulation is required). In such instances, use of an alternate product can occur in line with due consideration for best practice patient care noting that contract exemptions must be entered on to the Health Quality Reporting System (HQRS).

Access to HQRS is restricted to Contract Managers and members of the Clinical Product and Equipment Manager Groups who understand their duty of care. To register or to find your nearest member, contact the Contract Manager or visit [www.intranet.hss.health.nsw.gov.au](http://www.intranet.hss.health.nsw.gov.au)

## Code of Behaviour - Protection of Children and other Vulnerable People

The Supplier must, in carrying out this Agreement, comply with the codes, policies and guidelines and Standards listed in the Contract, which includes the Code of Behaviour for the Protection of Children and other Vulnerable People.

*If you are unable to resolve your problem with the supplier  
please contact the Contract Manager*

## 5 Contract Management

The Contract has been established and is administered by Health Support Services.

The Contract Manager monitors and resolves performance of this Agreement, specifically on the following **key performance indicators** (KPI's):

- *Quality of good/service delivered;*
- *Sales Performance;*
- *Marketing Performance;*
- *Management Fee management and usage reporting compliance;*
- *Time management;*
- *Management and suitability of personnel;*
- *Management of sub-contractors, consultants and other service providers;*
- *Contract administration and management;*
- *Environmental management;*
- *Management of employees and industrial relations;*
- *Industry and workforce management;*
- *OH&S Management.*

To help us maintain a high level of service, we continually seek your **feedback** concerning suppliers' performance.

The Contract Manager has access to supplier reports and purchasing data from Health's financial system and may be able to provide **procurement reports** for your area.

If you have any questions or concerns relating to the operation of the Contract please contact:

### NSW Health

Contract Manager  
Business Procurement Services  
Health Support Services  
PO Box 1770, Chatswood, NSW, 2067  
T 02 8644 2209 (D) or 02 8644 2000  
E [contract904@hss.health.nsw.gov.au](mailto:contract904@hss.health.nsw.gov.au)  
I [www.hss.health.nsw.gov.au](http://www.hss.health.nsw.gov.au)  
A PO Box 1770, Chatswood, NSW, 2067

### NSW Procurement Client Support Centre

McKell Building 2-24 Rawson Place Sydney NSW 2000  
T 1800 NSW BUY (679 289)  
F (02) 9372 8077  
E [nswbuy@commerce.nsw.gov.au](mailto:nswbuy@commerce.nsw.gov.au)  
I [www.nswbuy.com.au](http://www.nswbuy.com.au)

## 6 Frequently Asked Questions

### Who is eligible to purchase from the Contract?

- a) Any Department, Agency or Office of the **Commonwealth** including any Statutory Authority constituted under Commonwealth legislation;
- b) Any Department, Agency or Office of any **State or Territory** of the Commonwealth, including **NSW Health** and any **Statutory Authority** constituted under State/Territory legislation;
- c) Any **Council** of a city, municipality or shire constituted by a State or Territory;
- d) Any other organisation constituted by or subject to an Act of Parliament either Commonwealth or State or by a Regulation thereunder;
- e) 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;
- f) Any Authority, person, body, corporation, association or organisation, whether incorporated or not, to which permission has been given by the Minister for DSTA, 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:

- Government Schools and Private Schools;
- TAFE Colleges;
- Public Hospitals and Area Health Services;
- Trustees of Public Parks;
- Boards;
- Tribunals;
- Commissions; and
- Registries.

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

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

Examples are

- Non-Government Schools;
- Pre-Schools/Kindergartens and Child Care Centres;
- Child Care Centres (excluding privately owned);
- 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.

## What types of products are available under the contract?

The contract offers items in three categories. To see the range of products available go to Section 2 Products or directly to the Products and Pricing Schedule.

## Who selected the products?

The new contract offers almost all of the items available under previous contracts and arrangements. All items selected to be in the contract have been chosen by a panel of product experts to ensure goods on contract meet the needs of NSW Health.

## Can I negotiate discounts?

Product price negotiations are usually conducted by the Contract Manager. Clients can negotiate value added services with their chosen supplier/s. Contact the Contract Manager for more information.

## Can I still use my current supplier?

Under the contract, suppliers are contracted to supply items according to category. Some suppliers may be contracted to provide the same items as they have supplied under previous Contracts, however, in some cases there will be a change of supplier required.

## Am I required to use this contract?

Yes. As directed in Premier's Memorandum M2006-11 NSW Procurement Reforms: "All agencies, other than State Owned Corporations, must use SCCB whole-of-government contracts, where they are available, when procuring goods and services."

## What if the supplier on contract doesn't want to supply the product I need?

When the Customer enters into a Customer Contract with the Supplier during the Term, the Supplier must supply the required Deliverables to the Customer on the terms and conditions of the Customer Contract and in accordance with the Agreement. Notify the Contact Manager if there is an issue.

## What if the supplier on contract doesn't have the product I need?

The contract will offer almost all of the items available from current State Contracts and arrangements. However, you may find some items are provided by a different supplier. If you are certain a product you require is not offered by the contract, you can make a request to the Contract Manager that the product be added to the contract. Keep in mind this contract seeks to deliver efficiencies to government throughout the supply chain. This includes rationalising the items available, throughout the life of the contract. You will need a strong case for an item to be added.

## How do I seek an exemption?

Non government organisations do not need to seek exemptions. Where the supplier of the product you need is not contracted to supply, you must seek an exemption. Exemptions are granted only in rare and exceptional circumstances. Detailed procedures in Chapter 2, section 2.10 of the Purchasing and Supply Manual must be followed.

For information on how you make this request, NSW Health buyers should contact the Contract Manager at Health Support Services or your Clinical Products Co-ordinator at your nearest Service Centre. For all other buyers, call the NSW Procurement Client Support Centre. To see contact details go to the Contract Factsheet.

## How do I report purchasing, supply or payment issues?

Try to resolve contract and product issues directly with the Supplier.

If you unable to resolve to your satisfaction please escalate to the Contract Manager.

## How do I report issues with clinical products, equipment or services provided by the supplier?

The Health Quality Reporting System (HQRS) is a secure state-wide system that enables reporting of quality issues for clinical goods, equipment or services purchased by Health Services. It alerts all Health Services of clinical product quality issues and risks and allows the performance of suppliers to be effectively managed. It is government policy that, wherever appropriate, alternative dispute resolution techniques are used rather than litigation. Steps to resolution are:

1. Try to resolve contract and product issues directly with the **Supplier**.
2. If you unable to resolve to your satisfaction, escalate to the **Contract Manager**.
3. Report all product issues, incidents and lodge contract exemptions using **HQRS**. It receives immediate attention as it is accessible to all health system users in real time.

## How do I access HQRS?

Access to HQRS is restricted to Contract Managers and members of the Clinical Product and Equipment Manager Groups. To register or to find your nearest member, contact the Contract Manager or visit [www.intranet.hss.health.nsw.gov.au](http://www.intranet.hss.health.nsw.gov.au) (internal access only)

## Where can I find more information about the contract?

Contact your Contract Manager whose details are listed on the Contract Factsheet.

For access to the Contracts Register, Standing Offer Arrangements and previous tender documents visit [www.tenders.nsw.gov.au/health](http://www.tenders.nsw.gov.au/health)

Select *Reports* to view all NSW Health contract award notices.