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| SUPPLIER AGREEMENT | |
| **Name Of The Service Provider** |  |
| **Name Of Services** |  |
| **Address of Communication** |  |
| **Tele phone / Mobile Number** |  |
| **E-Mail** |  |

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| **Original Documents – Distribution List** | | **Quantity** |
| Manufacturer | **Serwell Medi - Equip (P) Ltd** | 1 SET |
| Vendor  (Service Provider) : |  | 1 SET |

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| **APPROVALS** | | | | | |
| **Company** | **Department** | **Name** | **Designation** | **Signature** | **Date** |
| Serwell Medi - Equip (P) Ltd | Quality Assurance Department |  |  |  |  |
| Serwell Medi - Equip (P) Ltd | Commercial Department |  |  |  |  |
| Vendor  (Service Provider) | Technical Department |  |  |  |  |
| Vendor  (Service Provider) | Commercial Department |  |  |  |  |

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**This Agreement is made and entered into on (Date) of (Month), (Year)**

**Between**

Serwell Medi - Equip (P) Ltd having its registered Office/factory at …herein after called ‘**THE MANUFACTURER ’**

**And**

(**Name of company**). Having its site in (**Address**),**.** Here in after called **‘THE SERVICE PROVIDER’.**

**WHEREAS:**

1. The Vendor has entered into a Quality agreement **(“The Vendor Agreement”)** for supplying Serwell Medi - Equip (P) Ltd
2. The Vendor and the buyer now wish to determine the terms and conditions of the servicing.
3. The parties acknowledge and agree that it shall provide to each other certain Confidential Information that is necessary or desirable, in relation to the purpose with an aim to secure the unauthorized use and/or disclosure of such confidential information the parties are entering into this binding and enforceable agreement towards one another.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

# SCOPE:

The commitment the parties make to ensure that their respective services satisfy the quality and regulatory requirements required to in this Agreement.

# DEFINITIONS – PRINCIPLES:

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| --- | --- |
| **VENDOR** | A vendor, also known as a vendor, is an individual or company that sells goods or services to someone else in the economic production chain. |

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# DOCUMENT MANAGEMENT:

* The quality agreement, technical specification and their appendices are confidential.
* Only one version of each of these documents is in force at any given time.
* Any changes amendment or new version must be the subject of a prior written agreement between the two parties.
* In order to supply an item that complies with the specifications, the vendor shall declares that:
  + It is able to perform or ensure the performance of the necessary controls and tests.
  + It possesses all the administrative authorizations required.
  + The Vendor should inform Serwell Medi - Equip (P) Ltd for significant changes, which could have an impact on the quality of the services.
    - Technical or regulatory change in the services.
    - Change in test methods.
    - Change in service site or outsourcing of service.
    - Any change shall be qualified and approved by authorized people prior to implementation.

# QUALITY TERMS:

* Technical specification shall conform to Serwell Medi - Equip (P) Ltd (the company) respective services.
* The vendor shall ensure that the services in compliance with the current standard.
* The vendor shall inform Serwell Medi - Equip (P) Ltd (the company), of any significant changes in the services.
* The vendor is responsible for ensuring that Serwell Medi - Equip (P) Ltd is in possession of the most current technical services.
* The vendor shall not pass any contract or order or any part therein to a third party without prior written consent from the company.
* The vendor may be disqualified from the company’s approved vendor list if found not meeting the company’s requirements.
* The vendor’s premises shall be accessible and mutual agreed to quality audit (Vendor Audit) upon request by Serwell Medi - Equip (P) Ltd. (Joint Audit).
* The vendors will have their Quality Management System audited on our behalf by the authorised consultant of Serwell Medi - Equip (P) Ltd or third party auditor or through off-site.

# Non-conformances, CAPA, and complaints:

# Non-Conformances:

* Any non-conformance results arising during the service shall be addressed through non conformance procedure.
* Records or reports for these types of activities are to be defined, maintained, and made available upon request or intimation.

# Corrective Actions:

* + 1. **Corrective Actions – Service Provider:**
* This section defines roles and responsibilities for initiating and responding to corrective actions initiated by the Vendor.
* Defines the key points of contact.
* Defines a time frame for responding to corrective actions.
* Requires Serwell Medi - Equip (P) Ltd to review all corrective actions and to provide a response on the acceptance of the corrective actions (if applicable).
* **Requires Corrective Actions:**
  + To determine the causes of a nonconformity
  + To evaluate the need for action to ensure that the nonconformity does not recur
  + To determine and implement the action needed to prevent recurrence
  + To review the effectiveness of the corrective action
    1. **Corrective Actions –** Serwell Medi - Equip (P) Ltd**:**
* When nonconformity is identified by Serwell Medi - Equip (P) Ltd after the receipt of the report from vendor this section applies:
* Requires Serwell Medi - Equip (P) Ltd to notify the Vendor using a format- Non-Conformance control.
* Requires the Vendor to respond in a timely manner with a corrective action plan.
* **Requirement from the Vendor:**
  + Determine the causes of the nonconformity.
  + Sign, date, and return the format to Serwell Medi - Equip (P) Ltd along with Corrective action plan.
  + To provide a timeline schedule if the corrective action plan cannot be implemented or completed in a timely manner and update status report on the corrective action plan.
  + To evaluate the need for action to ensure the nonconformity does not recur.
  + To determine and implement the action needed to prevent recurrence.
  + To review the effectiveness of the corrective action.

# Complaints:

* + 1. **Buyer-Received Complaints:**
* If Serwell Medi - Equip (P) Ltd receives a complaint related to services, Serwell Medi - Equip (P) Ltd will follow Complaint procedure and informed to a vendor for investigation and the actions.
* Requires Serwell Medi - Equip (P) Ltd to follow if needs the assistance of the vendor in the investigation and corrective action.

# Audits:

* + 1. **Audit By Buyer:**
* Requires the vendor to allow Serwell Medi - Equip (P) Ltd (or its authorized representative) to perform audits or inspections of the Vendor’s facilities, systems, documentation, and other requirements related to this agreement.
* Requires audits to be conducted at agreed upon dates and timings and mutual agreed.
* Requires the Vendor and Serwell Medi - Equip (P) Ltd to agree upon methods to protect intellectual property with the use of Confidentiality Agreements, Non-Disclosure Agreements, or other appropriate methods.
  + 1. **Buyer Audit Findings:**
* Requires Serwell Medi - Equip (P) Ltd to issue an audit report after conducting an audit at the Vendor’s location.
* Requires the Vendor to provide a formal corrective action plan for all major and minor non-conformances listed in the audit report within 30 days receipt of the report (No formal corrective action response is required for Opportunities-For-Improvement).

# Ordering Information:

* The following information shall be provided to the vendor along with the purchase order.
  + Service specification.
  + Unit of measure.
  + Payment Terms.
  + Terms & Conditions.
  + Any other relevant information/requirements.
  + Transportation / Supply chain.

# Goods Inwards Inspection:

* **Acceptance Requirement:**
  + All materials (after service) received for manufacturing will be subjected to Serwell Medi - Equip (P) Ltd inward inspection for conformance with the requirement of the respective specification for Quality.

# COMMERCIAL TERMS & CONDITIONS:

* The Vendor has to service along with Original Invoice, COA, and Certificate of origin & Health Certificate.
* If there any change in the price, it shall be done only after mutual agreement by both the BUYER and VENDOR and shall be amended accordingly.
* The Vendor ensure to follow the terms and conditions a per the purchase order.

# MISCELLANEOUS:

* This Agreement shall not be varied or cancelled unless such variations or cancellation has been expressly agreed in writing by the Parties.
* This Agreement constitutes the entire agreement and understanding of the Parties here to with respect to the subject matter here of and shall supersede any prior expression of intent or understanding with regard to this transaction.

**In witness whereof, the parties have executed this agreement on the day and year above written.**

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| **MANUFACTURE: SERWELL MEDI - EQUIP (P) LTD** | | | |
| **Name** | **:** |  | **Description: ISMAIL** |
| **Designation** | **:** |  |
| **Signature** | **:** |  |
| **Date** | **:** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **SERVICE PROVIDER:** | | | |
| **Name** | **:** |  | **Description: ISMAIL** |
| **Designation** | **:** |  |
| **Signature** | **:** |  |
| **Date** | **:** |  |

# ANNEXURE

**(If applicable)**