

DISTRIBUTOR OPERATING MANUAL



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Issue I

Vol I

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OUR VISION

- We are in the business of preserving and improving human life through innovation.
- We exist to provide value to our customer.
- We ensure product quality, safety, reliability and excellence.
- We manufacture medicines for patients, not for profits; profit follows.
- We work with passion, commitment and enthusiasm.
- We believe in hard-work, productivity and continuous improvement.
- We encourage & respect individual initiative, ability and creativity to develop people as the source of our strength.
- We practice honesty, integrity and ethics in all aspects of business & strive to be the best corporate citizen.
- We acknowledge our responsibilities towards our customer, our employees, the society at large and last but not the least, our shareholders.
- We shall build Venus as a nation.



OUR MISSION-2015

- To establish Venus as an innovator company.
- To create intellectual property wealth of one billion us dollar.
- To ensure commercialization of intellectual property right of the company worldwide.
- To establish Ronem as Rupees 100 Crore Product.
- To ensure Venus presence in 60 countries around the world.
- To make Elores / Septiloc - Ampucare / Potentox and Vancoplus as global products.
- To make every department as an independent profit center.
- To achieve new heights by creation of Venus Industrial Complex.
- To develop and sustain a highly motivated and empowered team for realization of self progressive society dream.
- To be a globally admired Pharma Company for world class quality and Innovations.



QUALITY POLICY

We at Venus deliver customer satisfaction with a team of motivated, empowered and trained professionals. We ensure value for money by developing Innovative, Safe, Effective and Consistent Quality Products through stringent implementation of cGMP, cGLP and ERP with emphasis on continuous improvement.



INTRODUCTION

Since 24th March 1991, we have been dedicated in strengthening our foundation through successful Distributor partnerships. We do this by treating our distributor as partners. Our objective is manufacture medicines for patients, not for profits, Profit follow. Our Company **VENUS REMEDIES LIMITED** is a research and development driven pharmaceutical manufacturing company. The company has out paced most Indian pharmaceutical companies in its growth and value creation over the past few years, and is among the top 50 Indian Pharma companies of India, 107th in Asia (Source: Bio Spectrum Asia) and among 500 Largest Pharmaceutical Manufacturing Companies in the world (Source: Plimsoll Worldwide Business Intelligence Report). Venus is one of the '**Best Company to Work for**' & has bagged **68th** rank among 600 Indian registered companies as recognized by the **Great Place to work Institute** after a survey in year 2014. We have two manufacturing locations in India (Panchkula and Baddi) and one in Germany (Werne). Venus is top class manufacturer of **Injectable** products like anti-infective, oncology, cardiovascular and neurology following six Sigma approach to quality and certified for ISO 9001, ISO 14001, ISO 18001, OHSAS. The Company has also been approved by EUROPEAN-GMP, WHO-GMP, TGA-GMP (Australia), Indonesian-GMP, Latin American GMP (INVIMA), Ukrainian GMP, Zimbabwe GMP, Uganda GMP, Syrian GMP, Columbian GMP, Kenya GMP, Yemen GMP, Saudi Arabian GMP and Iranian GMP, among others. We also have our own Research & Development wing, known as **VENUS MEDICINE RESEARCH CENTRE (VMRC)**, driven by a research team of more than 60 scientists and support staff and Venus is one of the very few R&D-led in the world working on Antimicrobial Resistance (AMR). In 2013, the Company has marked its presence in the **OTC (Over-The-Counter) segment** as well by introducing '**EZENUS**' a herbal stress reliever that comes in the form of candies. Last but not the least, we are deeply committed to alleviate human suffering in the most ethical manner.

This manual describes the essential marketing/sales tools, policies and procedures which were designed to make doing business with efficient manner. We are running on ideology of “Organization is supreme not the individual”.

We are committed to providing you with a solid foundation of communication, cooperation and innovation; as well as developing products and programs to help you and our customers realize the benefits and values of promoting and using our products.

ROLE OF THE DISTRIBUTOR :

Distribution is an important activity in the integrated supply-chain management of pharmaceutical products. Various people and entities are generally responsible for the handling, storage and distribution of products. We think our distributors as the face of our services. A distributor has constant interaction with the stockist on a daily, weekly or monthly basis with regards to systems and services, also distributor is information channel for the company through time to time interaction with our field personnel for review of market scenario, thereafter relevance ideas communicate to the Head Office for future aspects of the business.

The main responsibility of the Distributors will be:

1. Proper stacking of materials.
2. Maintaining adequate 'A' class godown in good condition with required infrastructure.
3. Loading and Arranging transport for dispatches.
4. Delivery / Despatch of goods to Stockists.
5. Invoicing as per company price list, Permitting discounts on invoice as per policy.
6. Maintaining stock records in the computer system and existing checking physical stock tallies with the same.
7. Proper storage & handling of stock in godown.
8. Collection of payment cheques from stockists on advance basis.
9. Submitting Sales Tax returns, procuring 'C' Forms & timely submission to the company as per billing pattern.
10. The Distributors shall keep and maintain in proper state and condition all the registers, books of accounts, challans, vouchers, receipts, advices, invoices/bills and all other records, papers and documents as may be required for properly and efficiently transacting the Company's said business in terms of the agreement and maintaining proper record of the same. The Distributors shall follow the Company's instructions/ advice in this respect.
11. The Distributors shall receive the said goods from the carriers after proper instruction, checking and verification. If any loss, shortage, damage or deterioration of the said goods is found or detected by them they shall take delivery of the said goods only after obtaining required certificate from the carriers and inform the Company in the matter forthwith (i.e. within 24 hours).

SELECTION OF DISTRIBUTION CHANNEL :



We are looking for distribution partnerships where both parties are dedicated to becoming successful with service & business. Selecting the right distribution channel is a important decision that requires a lot of attention. There are various factors that come into play when selecting a distribution channel. For example: Location of offices / godown, What industries do they cover? How effective are they going to market? Do they financially sound ? Quality of services feedback received from markets.

DISTRIBUTOR AGREEMENT

This Distributor Agreement (hereinafter the “Agreement”) is made effective as of this 2nd day of April 2012 (the "Effective Date") at Panchkula, Haryana, India.

BY AND BETWEEN

M/s Venus Remedies Limited, a company incorporated under the Companies Act.1956, having its office at Plot Number 51-52, Industrial Area, Phase-I, Panchkula, Haryana, India, hereinafter referred to as “VRL” which expression shall, unless repugnant to the context or meaning hereof include it’s successor, through Mr. Rajeev Sharma, General Manager, who has been authorized to execute this agreement on behalf of the “VRL”.

AND

M/s XYZ, having its office at _____, hereinafter referred to as “Distributor” which expression shall, unless repugnant to the context or meaning hereof, include its successors, estates, executors, administrators, permitted assigns and/or liquidators through Its **Mr. ABC**, who has been authorized to execute this Agreement on behalf of the “DISTRIBUTOR”.

“VRL” and “DISTRIBUTOR” are individually referred to herein as a “Party” and collectively as the "Parties".

RECITALS :

WHEREAS VRL is a company, duly incorporated in accordance with the laws of India, engaged, among other activities, manufacturing, sale and distribution of pharmaceutical Products.

WHEREAS VRL, with a purpose to develop the market inside the Territory (defined below) has desired to give the task to develop the market inside the Territory to a local distributor.

WHEREAS DISTRIBUTOR has the expertise & knowledge to handle & store specialty products under temperature control, and has the experience to handle drugs and has been involved in the distribution of products similar to those which constitute the subject matter of this agreement and have developed a very good knowledge of the Territory and also possesses a very skilled and structured sales network in the Territory;

WHEREAS VRL hereby appoints DISTRIBUTOR as Non-Exclusive distributor of the Products (defined below) in the Territory as of the date above indicated, and DISTRIBUTOR accepts, as of the same date, such appointment and agrees to respect all the terms and conditions set out hereinafter.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1 **DEFINITIONS :**

- 1.1 **“Product(s)”** shall mean and include, individually and/or collectively, all products that shall be supplied by VRL to DISTRIBUTOR from time to time during the term of this Agreement.
- 1.2 **“Territory”** shall mean and include _____ (Specific territory allocated to such DISTRIBUTOR by VRL).

2 **OBJECT :**

During the term of this Agreement, VRL agrees to supply the product to DISTRIBUTOR and DISTRIBUTOR agrees to buy such Products from VRL and use its best efforts to sell (Distribute / Supply) the Products in the Territory.

3. **OBLIGATIONS OF DISTRIBUTOR :**

- 3.1 DISTRIBUTOR shall use its best efforts to provide for the adequate storage & distribution of the Products within the Territory and shall maintain a sufficient infrastructure thereof. In particular DISTRIBUTOR shall:
- (a) Nurture and develop relationships with customers, handle complaints of customers;
 - (b) Immediately notify VRL of any violations and/or infringements of intellectual proprietary rights of VRL with respect to the Products, trademarks and distinctive signs of the same, as well as availability of similar Products in the Territory, to which DISTRIBUTOR may have notice of.
 - (c) Should it become necessary to remove or correct any of the Products due to the infringement of any laws or relevant regulatory provisions or for any other cause preventing their commercialisation, the DMSD of VRL, shall be promptly notified by the DISTRIBUTOR for implementing the suitable measures.
 - (d) Store and transport the Products at all times in accordance with the packaging and temperature conditions and any other relevant technical specifications required for maintenance and proper commercialisation of the Products, as per the instruction of VRL.
 - (e) Strictly comply with all applicable rules, laws, regulations or governmental orders relating to the sale and distribution of the Products now or hereafter in effect, in the Territory; and Pay all fees and other charges required by such laws, regulations or orders relating to the transportation, sale and distribution of the Products;

- (f) Obtain and maintain in full force and effect all licenses, permits, authorizations, registrations of VRL and qualifications from all applicable governmental departments and agencies to the extent necessary to perform its obligations under this Agreement, including but not limited to, those necessary for the transportation, sale and distribution of the Products;
 - (g) Support VRL in making sure that the Products are suitable for sale in the Territory and, particularly, that they comply with all trade and customary provisions, regulations, specifications or recommendations in force in the Territory.
 - (h) In general, support VRL in fulfilling all obligations concerning the sale of the Products and that result from the laws and regulations, which, with regard to sale of the Products, apply to the territory.
 - (i) DISTRIBUTOR shall initially provide “Transit Forms” (10 Nos.), wherever applicable, to VRL (to be sent to Head Office) and thereafter, shall ensure to maintain a minimum balance of at least five (5) such forms with VRL.
 - (j) DISTRIBUTOR shall provide Form ‘C’ to VRL in advance on quarterly basis. VRL shall require two such forms, since VRL has two manufacturing units at Panchkula (Haryana) & at Baddi (Himachal Pradesh), respectively.
 - (k) DISTRIBUTOR, within seven days of receipt of Statement of Accounts (issued by VRL on quarterly basis) shall be required to send the confirmation of balance, otherwise, the balance shall be taken as confirmed as per the said statement.
 - (l) DISTRIBUTOR shall be solely responsible for transaction & liabilities arising out of Cash/Goods Transactions. In this regard it is pertinent to mention here that the the Field Force personnel of VRL have not been authorized for Cash/Goods Transactions.
 - (m) DISTRIBUTOR shall make supplies to the Stockists on advance terms only & as such VRL shall not take responsibility for any outstanding in this regard.
 - (n) Within 24 hours of receipt of goods, DISTRIBUTOR shall report to the Head office of VRL about any Transit Breakage, Shortage & Variance, pursuant to which VRL shall replace the corresponding quantity thereof at its own cost.
 - (o) DISTRIBUTOR, within a reasonable time however not later than six month before the expiry of the product, shall report to the Head office of VRL about the expiry of product(s) lying with it, pursuant to which VRL shall replace the entire quantity of the product(s) which is about to expire at its own cost.
 - (p) Any claim(s), if put forth by the concerned Stockist(s) before the Distributor shall be first settled by the Distributor on monthly basis. Thereafter, Distributor may further pursue the matter with VRL for final settlement thereof.
- 3.2 DISTRIBUTOR further undertakes not to sell the products outside the Territory and also shall not directly or indirectly manufacture, sell, promote or distribute, in the Territory, any other product(s) which may compete with the Products that are subject matter of this agreement, unless previously authorized, in writing, by VRL.

4. **OBLIGATION OF VRL :**

- 4.1 VRL shall provide Statement of Accounts to DISTRIBUTOR, on quarterly basis.
- 4.2 VRL at its sole discretion, reserves the right to grant Special Deals / Discounts to the distributor.

5 PRICE, DELIVERY TO DISTRIBUTOR :

- 5.1 The price payable by DISTRIBUTOR for each product shall be decided by the VRL.
- 5.2 VRL shall facilitate Distributor Discount @ 3% of the Sale Price.
- 5.3 Discount on Account of Freight Inward / Outward shall be offered by VRL @ 2% of the Sale Price.
- 5.4 VRL shall not reimburse any Labour Charges on unloading / Loading that might be incurred by the Distributor.

6 PAYMENTS :

- 6.1 All payments pertaining to the products to be supplied to DISTRIBUTOR by VRL shall be made in advance by the DISTRIBUTOR by way of Cheque / Demand Draft / RTGS/ ECS only.
- 6.2 DISTRIBUTOR shall provide Two (2) number of cheques (payable at par & without date) in favour of VRL (at Head Office) as a surety for furnishing form 'C' by Distributors.
- 6.3 DISTRIBUTOR shall draw the aforesaid cheques in infavour of "Venus Remedies Limited", (payable at par) crossed & without date.
- 6.4 In case of dishonour of any cheque drawn by the DISTRIBUTOR in favour of VRL pursuant to this agreement, DISTRIBUTOR shall be liable to pay a penalty thereof for an amount of Rs.1000/- via Demand Draft to be paid alongwith payment for subsequent order.

7 WARRANTY SERVICE :

- 7.1 Within the limits of the applicable law and regulations, DISTRIBUTOR undertakes not to grant in the name of or on behalf of VRL any representation, warranty or undertaking whatsoever, including any warranty for defect or faulty design, materials, etc. other than those expressly granted to it by VRL.
- 7.2 DISTRIBUTOR agrees to defend, indemnify and hold harmless VRL, their Affiliates, directors, employees, and officers from and against all liability, damages, demands, suits, actions and other proceedings, and losses, including without limitation reasonable legal fees and expenses, and including death, personal injury, illness or property damage arising directly out of any DISTRIBUTOR's breach of this Agreement, negligence, willful misconduct, or failure to comply with Applicable Laws

8 TRADEMARKS AND PATENTS :

- 8.1 No provision of this Agreement may be construed as giving DISTRIBUTOR a license to use the patents, trademarks, health registrations and know-how covering the Products, which VRL is or may be the owner or the user of, for purposes other than the promotion and sale of the Products in accordance with this Agreement.
- 8.2 Whenever DISTRIBUTOR becomes aware that any trademark / patent / know-how or any other industrial or commercial or Confidential Information owned by VRL is being infringed or unlawfully used by a third party, it shall immediately notify to VRL of the fact in writing providing all relevant details of the circumstances of infringement thereof.

9 TERM & TERMINATION :

- 9.1 The term of this agreement shall be perpetual unless terminated by VRL by giving one Calendar month notice in writing to the DISTRIBUTOR without furnishing any reason thereof. Such termination shall not entitle the DISTRIBUTOR to any indemnity , damage or compensation whatsoever, however, in such an event the DISTRIBUTOR shall be under legal obligation to transfer the balance stock as directed by VRL.

GENERAL PROVISIONS

10 PREMISES AND SCHEDULES :

The premise and the “Schedule” herein attached shall form an integral part of this Agreement.

11 CONFIDENTIALITY AND SECRECY / PUBLICATION :

- 11.1 The parties shall treat as confidential the contents of this Agreement and any information regarding the other parties’ business and/or its affiliate(s)’ business as well as information relating to the product disclosed by one party and/or its affiliate(s) to the other party pursuant to this Agreement (hereinafter termed “Confidential Information”).
- 11.2 Both parties shall use the confidential information for the sole purpose of this Agreement and shall not disclose it to any third party other than their own affiliate(s), employees, directors or officers bound by similar secrecy obligation who have a need to access to the confidential information.
- 11.3 The above obligations of confidentiality and non-disclosure shall not apply to such information if the receiving party proves that :-
- (i) it was already in the public domain at the time of signature of the agreement;
 - (ii) it becomes part of the public domain by publication or otherwise through no breach of this agreement;
 - (iii) it was in its possession before receipt and was not acquired directly or indirectly from the other party and/or its affiliate(s);
 - (iv) it is disclosed to the receiving party by a third person who has a right to make such disclosure;
 - (v) it has to be given by law to the relevant authorities;
 - (vi) it has been independently developed from the confidential information.
 - (vii) Notwithstanding the above, parties shall be free to disclose confidential information in order to achieve the commercial purposes of the product.
 - (viii) Confidentiality obligations arising out of this Agreement remain effective for five (5) years after termination of this Agreement.

12 FORCE MAJEURE :

- 12.1 Party is not liable for failure to perform any of its obligations if it is proved that the failure was due to an absolute impediment beyond its reasonable control and that it could not be expected to have taken the impediment into account at the time of the conclusion of this Agreement or to have avoided or overcome it or its consequences.
- 12.2 Such impediments shall include, but shall not be limited to, strikes, lockouts, flood, fire, war (either declared or undeclared), insurrection, riot, civil unrest, embargoes, which prevent fulfillment of this Agreement in whole or part.

- 12.3 The party which fails to perform shall give notice to the other party of the impediment and its effect on its ability to perform without delay but not later than five (5) days after the party knew or ought to have known of the impediment.
- 12.4 It is agreed that the party affected shall exert its best efforts to eliminate, cure, or overcome any such causes and to resume performance to its covenants with all possible speed.

13 **NOTICES AND INTIMATION :**

Any notice to be provided pursuant to this Agreement shall, if not otherwise expressly provided herein, be in English and sent by registered mail, or facsimile transmission. Such notices are to be sent according to the information appearing below or to such other address or facsimile number as either Party has notified the other Party in accordance with this paragraph.

Notices hereunder shall be addressed as follows:

In case of written notices to “VRL” :

Plot No.: 51-52, Industrial Area, Phase-I,
Panchkula, Haryana
India

Fax :- 0091-172-2565566

In case of written notices to “DISTRIBUTOR”

14 **GOVERNING LAW / JURISDICTION :**

The validity, construction, interpretation, and effect of this Agreement and the respective rights and obligations of the Parties hereunder shall be governed and determined by and in accordance with the material law of India, and court at Panchkula, Haryana, alone shall have jurisdiction to try any dispute arising out of this agreement.

15 **ARBITRATION / DISPUTE RESOLUTION :**

- 15.1 The Parties recognize that disputes as to certain matters may from time to time arise during the term, which relate to a Party's rights and/or obligations hereunder or to the interpretation, performance, breach, or termination of this Agreement. It is the objective of the Parties to establish procedures to facilitate the resolution of a Dispute in an expedient manner by mutual cooperation and without resort to litigation. To accomplish this objective, the Parties agree to follow the Arbitration procedures set forth in this Article, if and when a Dispute arises under this Agreement.
- 15.2 The Arbitral Panel shall consist of one arbitrator to be nominated by VRL.
- 15.3 The arbitration Proceedings shall be conducted in accordance with Arbitration and Conciliation Act, 1996.
- 15.4 The place of arbitration shall be at Chandigarh, India.
- 15.5 Each Party shall bear its own costs, fees and expenses in the arbitration and shall share equally the Panel's fees, unless the Panel determines that its fees are to be paid by the non-prevailing Party.

16 **ASSIGNMENT :**

No rights and obligations, subject to this Agreement, shall be assigned in whole or in part without the prior written consent of the other party.

17 **BINDING AND SUCCESSOR / BINDING EFFECT, ASSIGNMENT :**

This agreement inures to the benefit of and shall be binding upon the successors of the parties.

18 **NO THIRD PARTY BENEFICIARY :**

This agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to confer upon third parties any remedy, claim, reimbursement, or other right.

19 **INDEPENDENT CONTRACTORS / RELATIONSHIP OF THE PARTIES :**

Nothing herein shall be deemed to establish a partnership or a relationship of principal and agent between a party and any of the other parties, nor any of their agents or employees for any purpose whatsoever. This agreement shall not be construed as creating a partnership among the parties, or as creating any other form of legal association or arrangement, which would impose liability upon one party for the act or omission of another party.

20 **AMENDMENT, MODIFICATION AND WAIVER :**

20.1 The parties may from time to time during the term of this Agreement modify, vary, or alter any of the provisions of this Agreement by mutual agreement pursuant to written amendments to the agreement, accepted and signed by both parties. Modifications of this provision is also subject to the foregoing sentence.

20.2 None of the terms of this Agreement in any one instance shall be deemed or construed to be a waiver of such term or condition for any similar instance in the future or of any subsequent breach hereof. All rights, remedies, undertakings, obligations and covenants contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation of either party.

21 **SEVERABILITY / ENFORCEABILITY :**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect, to the fullest extent consistent with the intent and contents of this Agreement.

21.2 All terms contained in this Agreement shall be so construed as not to infringe the provisions of any applicable law. If any term does infringe any such provision, such term shall be deemed to be void and severable and shall not affect any other provision of this Agreement.

21.3 In case of any invalid provision or any loophole the Parties shall agree upon a provision which most closely approximate the intent and commercial effect of the invalid term or in case of a loophole the parties' presumable intentions.

21.4 In the event that the terms and conditions of this Agreement are materially altered as a result of the preceding sentence, the Parties will renegotiate the terms and conditions of this Agreement in order to resolve any inequities.

22 **SURVIVING RIGHTS :**

All clauses which survive by operation of this Agreement, by operation of law or which, by their nature, would necessarily survive termination or expiration, shall survive the termination or expiration of this Agreement.

23 **COUNTERPARTS :**

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24 **LANGUAGE :**

All correspondence shall be in English language.

25 **HEADINGS AND DIVISIONS :**

The headings for each article and section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular article or section.

26 **LEGAL ADVICE :**

Having carefully read this Agreement, parties acknowledge and understand its contents. Both the parties confirms that it has been given the opportunity to seek independent legal advice from legal counsel of its own choosing with respect to the viability of executing this Agreement.

27 **AUTHORITY TO ENTER INTO AGREEMENT :**

The undersigned represent and warrant that they are authorized to sign this Agreement on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective, duly authorized, representatives as of the date last written thereunder.

Executants :

For **VENUS REMEDIES LIMITED**

For **XYZ**

Authorized signatory

Authorized signatory

Witnesses:

Name :

Name :

Designation :

Designation :

Signature :

Signature :



ORDER PLACEMENT :

Distributor will review the stock statement on the basis of average sales of last three months and discuss with the field personnel for any excess demand in the market except average sale. All purchase orders will be submitted by the distributor in our Software i.e SPINE. Transit form is a statutory requirement in some states and these help in tracking the total purchase in the region. Thus as per the applicability distributors make provision to supply the transit forms to the head office.

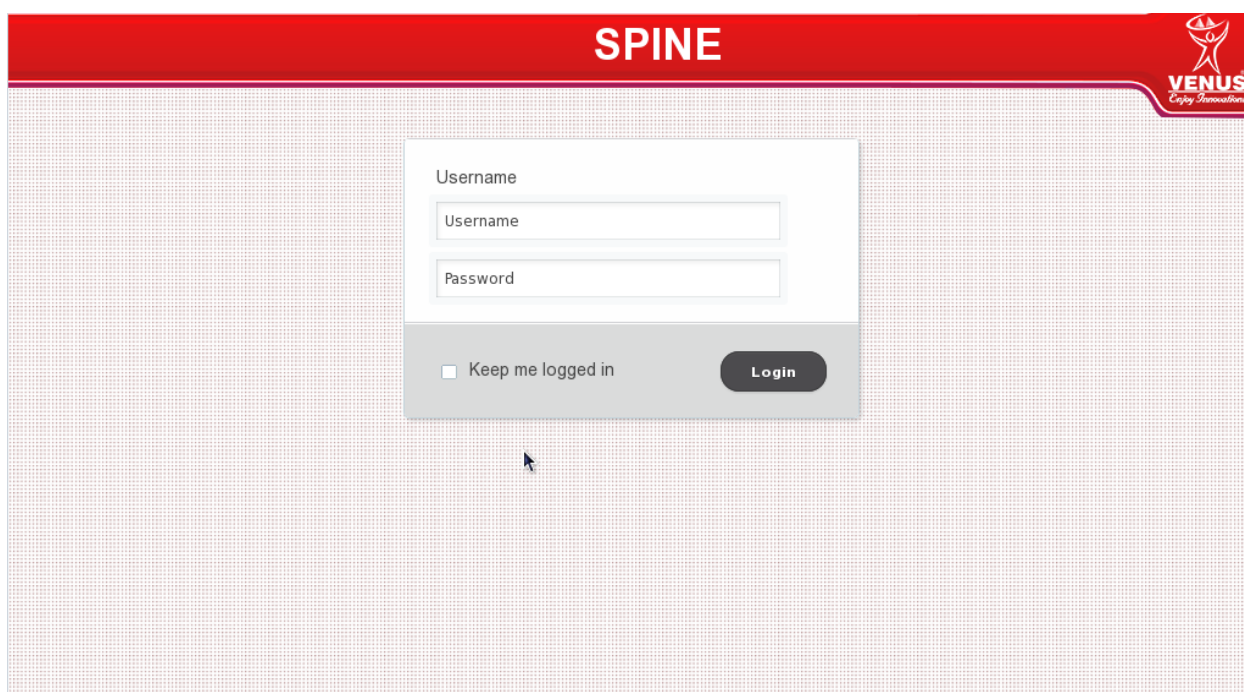
PROCEDURE FOR SPINE LOGIN/VENUS MAIL

(For Distributor)

- First go to www.venuserp.com through Internet.
- Click on Login Spine for entering Spine ID or Venus Mail for accessing mail. Which is shown as below.



- SPINE screen appears on click of Login Spine which is shown as below.
- Enter user name & password which is provided by Company and also have right to change password as per convenience through [PREFERENCES](#) option which is available in SPINE ID.



- VENUS MAIL screen appears on click of Venus mail.
- Enter user name & password which is provided by Company through which distributor can access mail for communication.

PROCEDURE FOR ORDER PROCESSING AND INVENTORY MANAGEMENT

ORDER PROCESSING Order entry (Distributor to Company)

Go To >
Transaction
Marketing
Order Entry

Add Order Entry

Order To:	<input type="radio"/> Distributor <input checked="" type="radio"/> Company
Company Name:	Venus Remedies Limited (Baddi) ▼
Order Date:	24-01-2014
Booking Node:	<input type="text"/> <input type="button" value="Help"/>
<input type="button" value="Next"/> <input type="button" value="Clear"/>	

Add Order

Click on Add order option, a screen of **Add Order Entry** appears with by default selected option of distributor and in case of change, Company option is selected by Distributor at the time of order entry which is shown as above.

Select Company Name :Venus Remedies Limited (Panchkula) or Venus Remedies Limited (Baddi) as per the billing point.

Select Booking Node as per the team from **help button** & then click on **Next button**. after that a fresh screen of **Add Order Entry** appears which is shown as below.

Add Order Entry

Order Number:		Order Date:	24-01-2014
Company Name:	Venus Remedies Limited (Baddi)	Address:	HILL TOP INDUSTRIAL ESTATE JHARMAJRI, EPIP -PHASE 1,EXT BHATOLI KALAN, BADDI (H.P.) 173205

Product Name	Order Quantity	Discount Quantity	Clear
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="button" value="Update Row"/>
<input type="button" value="Help"/>			
Kindly mention the details of the Payment Transfer and reference number of CNs with amount , if required.			
Remarks :	<input type="text"/>		

Click here to =>

Then Update the Product Name, Order Quantity & update the row, repeat this activity till completion of your order & then give the Remarks in remarks column & click on **Save** option to complete the order.

INVENTORY MANAGEMENT

PURPOSE

Inventory Management and Purchase orders to satisfy customers requirements / demand.

RESPONSIBILITY

Distributor is bound to implement the policies without any deviation.

DESCRIPTION

- Distributor has to be updated the purchase orders in our SPINE Software to avoid any discrepancies in the orders. No verbal communication of purchase order is entertained.
- The purchase order is prepared by the distributors after taking into account three month average sale of each product and stocks available in his Inventory & before submitting the order in H.O, Distributor will discuss with Concerned Manager for any unexpected demand in the market . Distribution Section also verify and discuss with Distributor in case order exceeding as per three month average sales or vice versa.
- All purchase orders should be in standard packing which is defined by the Venus Remedies Limited.
- Distributors have to organized for us payable at par Cheque . These are utilized as per the Purchase Orders and we do maintain a minimum quantity of 2 Cheque or transfer of funds payment through RTGS along with the order communication.
- Execution of Sales order including dispatch of goods will be completed maximum within 48 hours from date of receipt of the order.

Auto Mail communication is triggered by the SPINE for the Distributors to confirm the dispatch and provide the details of the docket number, date and service provider and same procedure will be from Distributor to stockist.

PROCEDURE FOR LOGISTIC SERVICES

PURPOSE

To give clear picture of the procedure of Logistic Services

RESPONSIBILITY

Distribution Section and Distributor.

DESCRIPTION

- With an endeavor to provide best services in terms of material delivery and handling of the consignments, we always look for best cargo / Transporter / Courier with the co-ordination of our Distributors and Supply Chain Department.
- The goods are packed on pallets to ensure no damage / loss in transit .
- Mode of Transport- Surface (Road & Rail) and Air (in case of urgency) .
- Distributor will take follow ups with the transporter or Head Office if material not reached at Distributor Location as per expected date of delivery.
- Distributor should dispatch the Large volume material through Transport / Cargo and rest material dispatch through courier only.
- If there is any Shortage / damage of goods received by the Distributor has to inform to the Head office within 24 hours with the remarks on the L.R. Copy and same procedure will be from Distributor to stockist.
- If material misplaced / Breakage in transit at the time of distributor to stockist then distributor ensure losses recover from the transporter / Cargo / Courier. Company is not responsible for this.
- Distributor is authorized to relocation of the Promotion material received from the Company as per instruction by H.O.
- Bills of the transporters against promotion material will be submitted by the Distributor alongwith copies of Lorry Receipt to the H.O. for checking and settlement on monthly basis.

PROCEDURE FOR STOCK UPDATION

(Received from Company)

Go To>
Transaction>
Marketing>
GRN>

Add GRN	
Organogram :	<input type="checkbox"/>
GRN Type :	<input type="radio"/> Returned <input checked="" type="radio"/> Company Transferred <input type="radio"/> Distributor Transferred
STN Number :	<input type="text"/> <input type="button" value="Help"/>
GRN Date :	11-03-2014 <input type="button" value="Calendar"/> (DD-MM-YYYY)
Node Name :	<input type="text"/> <input type="button" value="Help"/>
Remarks/Feedback :	<input type="text"/>
<input type="button" value="Next"/> <input type="button" value="Clear"/>	

- ✧ Click on Add Grn option where a screen appears with by default Grn type of **Company Transferred** which is shown as above.
- ✧ Select the **STN Number** and **Node Name** from the help button>
- ✧ Enter the **Remarks/Feedback** and click on **Next>**
- ✧ Retain the quantity as per the physical stock.
- ✧ Select the Rating & then click on **Save.**
- ✧ Click on **OK** when computer ask “Do you want to Add?”
- ✧ A confirmatory message will be shown here that's confirm the stock updation in SPINE.

PROCEDURE FOR SHORT SHIPMENT/ DAMAGED / SPOILED GOODS

PURPOSE

To give clear picture of the procedure of Variance, Shortage , Breakage

RESPONSIBILITY

Distribution Section and Distributor.

DESCRIPTION

IN CASE OF SHORT SHIPMENT IN PHYSICAL STOCK:

- When distributor found the differences in physical stock as per invoice thereafter party put remarks on LR copy with regards to short receipt of material with duly signed by Transporter & after receiving goods from transporter, distributor will inform to H.O with in 24 Hour in written form with the scan copy of LR with remarks of shortage and **Stock Return Challan** for settlement purpose.

IN CASE OF DIFFERENCES IN PHYSICAL STOCK IN INTACT CARTOON:

- In Some cases Distributor received the goods as per docket & after that he found some goods short in Intact cartoon. Distributor must inform HO within Specified time i.e 48 hours of receipt of stock about any shortage found in intact case.
- Any shortage we will verify from our concern Deptt, if shortage verified after that we shall inform to the Distributor for the issuance of **Stock Return Challan** for the settlement of claim.
- A Credit Note is issued to party for settlement of claim against the transaction.

IN CASE OF BREAKAGE / DAMAGE IN PHYSICAL STOCKS:

In case of breakage in transit, distributors put remarks on LR copy with regards to breakage receipt of material & Inform to H.O within 24 Hour, so that we can debit the account of transporter & Credit the account of distributor but only on the receipt of physical goods.

IN CASE OF BREAKAGE / DAMAGE IN WAREHOUSE OF DISTRIBUTOR:

- Company will not reimburse the claim of breakage / damage found in the warehouse of Distributor due clear negligence of the Distributor .

PROCEDURE FOR CHECKING STATUS OF SPECIAL RATE / DEALS

Go To> MIS Reports> Marketing> Distributor Reports> Special Rate Approval

A screen of Special Rate Approval Details appears which is shown as below.



- Click on Help button to select the **Stockist Name**.
- Select the Balance Quantity and Balance Scheme from **Unselected fields**.
- Click on **Approved** button for checking the Passed Approvals and select the **Date From** and **Date To**, for selecting a specific date on which the approvals have been passed and click on **Next**.
- In case of checking the node where the approval is pending, click on **Unapproved** button and click on **Next**.
- Select **All** for checking both Approved as well as Unapproved approvals and click on **Next**.

PROCEDURE FOR INVOICING

(Distributor to Stockist)

STEP 1 : ORDER ENTRY:

Go To >Transaction>Marketing>Order Entry> Add Order

Add Order Entry

Order To:	<input checked="" type="radio"/> Distributor <input type="radio"/> Company
Stockist Name:	<input type="text"/> Help
Order Date:	11-03-2014
City:	<input type="text"/>
Booking Node:	<input type="text"/> Help
Next Clear	

- ✧ Click on Add order option, a screen of **Add Order Entry** appears with by default selected option of distributor which is shown as above.
- ✧ Select the **Stockist Name** and **Booking Node** from **Help** button & then click on **Next>** after that a fresh screen of **Add Order Entry** appears which is shown as below.

Add Order Entry

Order Number :		Order Date :	11-03-2014
Stockist Name :	SHARMA MEDICAL AGENCY	Address :	P-5/6/7 DEEP COMPLEX SHARMA MARKET
City :	NOIDA	State :	UTTAR PRADESH
Ledger Balance :	0		

Product Name	Available Balance	Order Quantity	Discount Quantity	Clear
<input type="text"/> Help	<input type="text"/>	<input type="text"/>	<input type="text"/>	Update Row
Remarks :	<input type="text"/>			

[Click here to](#) [Save](#)

- ✧ Select the **Product Name** from help button & enter the **Order Quantity** and **Discount Quantity** (If any, mentioned in order or communicated by field staff) & then Click on **Update Row:**
- ✧ Repeat the activity till the order completion & then click on **Save.**

- Click on **OK** when computer ask “Do you want to Add?”
- A confirmatory message is reflected that's confirm the order is saved.

STEP 2 : SALE INVOICE:

Go To >Transaction>Marketing>Sale Invoice>Add Invoice:

Add Sale Invoice

Stockist Name :	A.R PHARMA & SURGICALS	Help
Order Number :	0000001292	Help
Order Date :	18-03-2014	
Invoice Date :	18-03-2014	
City :	SRINAGAR	
Next Reset		

- Select the **Stockist Name** and **Order Number** from **Help** button & then click on **Next** after that a fresh screen of **Add Sale Invoice** appears which is shown as below.

Add Sale Invoice

Order Number: 000001292		Order Date: 18-03-2014	
Invoice Date: 18-03-2014			
Stockist Name: A.R PHARMA & SURGICALS		Address: FIDA HUSSAIN COMPLEX, NEAR DAR BUILDING, MATSUMA KASHMER	
City: SRINAGAR		State: JAMMU AND KASHMIR	
Cash Discount %: 2.00		Vat On: Invoice Rate	

Reset		Product Name		Order Detail		Special Rate		Batch Detail		Invoice Detail		Reset		TD Amount	SD Amount	CD Amount	VAT/CST Amount	ST Amount	Amount	
		Order Quantity	Order Discount Quantity	Approval Number	Batch Number	Manufacturer Name	MRP	MFG. Date	EXP. Date	Balance Quantity	Rate	Invoice Quantity	Invoice Discount Quantity							
Update	Help			Help	Help									Update Row						
✕	MUCOMELT 2ML (mg)	300	0		DV31452	VENUS REMEDIES LTD.	47.25000	12-2013	11-2015	300	37.00	300	0	✕	907.20	0.00	208.00	511.21	0.00	10735.35
✕	AMPUCARE 50ML	20	0		OL-047	FORTUNE PHARMACEUTICALS INDIA PVT LTD	140.00000	01-2014	12-2015	20	112.76	20	0	✕	225.52	0.00	40.59	99.45	0.00	2080.54
✕	SULBACTOMAX 1.5 GM (mg)	500	110		DV31581	VENUS REMEDIES LTD.	110.50000	09-2013	09-2015	610	88.76	500	110	✕	4438.00	0.00	798.04	1957.16	0.00	41100.32
Total Amount																		53924.21		
Net Amount																		53924.21		

Currency Conversion Rate: (0.000) Less Freight/Octroi: 0 (0.00)

Please check all the calculations before saving. [Click here to => Save](#)

- In the case of Standard invoice, you have to **Save** the invoice simply after add payment .
- Special Rate / Scheme Invoices:** Edit (Pencil Sign) the product & select the approval from **Approval Number** option then click on **Update Row**.
- Note down the **Net Amount** & Add the payment from Transaction/Marketing/Payment/Add Payment option on new tab (Because most of distributors do a common mistake. When they click at Add payment option on the same tab where already Add sale invoice option is opened, it leads to

overwriting of add payment and sale invoice. Therefore, again the distributors have to repeat all the steps of sale invoice which will further result in double efforts and time wastage).

- ⤴ Click on **Save button** after adding remarks.
- ⤴ For printing go to MIS Reports/Marketing/Format Printing/[Invoice Report](#).
- ⤴ A fresh screen of **Invoice Printing Report** appears which is shown as below.
- ⤴ Select particular Invoice No. form Help option.
- ⤴ Click on **Submit** button for print out.

Invoice Printing Report			
Date from :	12-05-2014	Date To :	16-05-2014
Invoice No. :	14/0000169	Help	Invoice Date : 12-05-2014
<input type="button" value="Submit"/> <input type="button" value="View"/> <input type="button" value="Refresh"/>			

STEP 3 : PAYMENT OFF SETTING:

Adjustment of sale invoice with payment is called **Payment off setting**.

Go To >**Transaction**>Marketing/Payment Offsetting/Add Offsetting:

Click on [Add Offsetting](#), A screen of **Add Payment Offsetting** appears which is shown as below

Add Payment Offsetting

Stockist Name:	PANDEY MEDICAL AGENCIES	Help
Voucher Number:	0000000676	Help
*Voucher Type:	Payment	
City:	SONBHADRA	
Total Payment Amount:	61317.00	
Date:	29-06-2012	
Next Clear		

Select the stockist name, Voucher number from Help button & click on next. A fresh screen of **Add Payment Offsetting** appears which is shown as below

Add Payment Offsetting

Voucher Number: 0000000676		Date: 29-06-2012	
Stockist Name: PANDEY MEDICAL AGENCIES		Address: 54,CIVIL LINE ROAD ROBERTSGANJ PH. : 9415261261	
City: SONBHADRA		State: UTTAR PRADESH	
Total Payment Amount: 61317.00		Payment Mode: Cash	

Invoice Number	Invoice Total	Invoice Date	Offsetting Amount	Amount (0.00)	Clear
12/0000034 Help	61317.00	29-06-2012	61317	61317.00	Update Row
12/0000034	61317.00	29-06-2012	61317	61317.00	✖
Total Amount :				61317	
Description : <div style="border: 1px solid black; height: 20px; width: 100%;"></div>					

[Click here to =>](#) [Add](#)

Select the invoice no. from Help button of **Invoice number**, enter the invoice amount in **Amount** box & click on update row. Then save after description.

PROCEDURE FOR SETTLEMENT OF SALEABLE / BREAKAGE AND EXPIRY:

PURPOSE

To give clear picture of the procedure of settlement of saleable/ breakage and expiry goods.

RESPONSIBILITY

Distribution Section ,MIS Section, Distributor and Concerned Manager of the Location.

STEP 1 : GRN ENTRY:

Go To>
Transaction>
Marketing>
GRN>

Add GRN	
Organogram :	<input type="checkbox"/>
GRN Type :	<input checked="" type="radio"/> Returned <input type="radio"/> Company Transferred <input type="radio"/> Distributor Transferred
Stockist Name :	<input type="text"/> <input type="button" value="Help"/>
GRN Date :	29-04-2014 <input type="button" value="Calendar"/> (DD-MM-YYYY)
Node Name :	<input type="text"/> <input type="button" value="Help"/>
Remarks/Feedback :	<input type="text"/>
<input type="button" value="Next"/> <input type="button" value="Clear"/>	

- ✧ Click on Add Grn, A screen of **Add Grn** appears with by default option of Company Transferred. Which is shown as above.
- ✧ Click on Returned and select Stockist Name & Node Name from the help button. Then click on **Next button**.
- ✧ A fresh screen of **Add Grn** appears which is shown as below.

Add GRN

GRN Type:	Received/Test
GRN Date:	08-05-2014
Stockist Name:	ADARSH MEDICAL AGENCIES
Node Name:	B.O HISSAR (POOL) (PSD)

Product Name	Batch Number	MRP	Manufacturer Name	MFG. Date	EXP. Date	Received Quantity	Retain Quantity	Free Received Quantity	Free Retain Quantity	Reset
										Update R
Help	Help									
Remarks/Feedback :										
Rating : <small>(Packing of Goods, Transit Period, Delivery By Cargo)</small>						-- ▾				

Click here to => Save Back

- ✧ Select the Product Name & Batch Number from help button.
- ✧ Enter the Received & Free Received Quantity. (Refer the sales history for free quantity)
- ✧ Enter the Retain Qty, Free Retain Qty, if stock is saleable & then click on Update Row.
- ✧ Repeat the activity till the GRN completion.
- ✧ Enter the Remarks/Feedback and click on Next.
- ✧ Select the Rating.
- ✧ Click on Save.

Important Note:- We do not have any option of Modification of GRN, so make the GRN very carefully because Sales credit will be less at the time of GRN.

STEP 2 : Claims:

Go To>
Transaction>
Marketing>
Claims>

- ✦ Click on Add. A screen appears which is shown as below.
- ✦ Select Stockist Name, GRN Number from Help button.
- ✦ Click on Next button

Add Claim

Stockist Name :		Help	
Claim Date :	09-05-2014		
GRN Number :		Help	
GRN Date :			
Narration :			
<input type="button" value="Next"/> <input type="button" value="Clear"/>			

- ✦ A fresh screen of **Add Claim** appears which is shown as below.

Add Claim

GRN Number :		000000393	
GRN Date :		30-04-2012	
Stockist Name :		ADITYA MEDICAL AGENCY	

Sl No	Product Name	Batch Number	MRP	Manufacturer Name	MFG. Date	EXP. Date	Approved Rate	Claimed Quantity	Approved Quantity	Free Claimed Quantity	Free Approved Quantity	TD %	SD %	CD %	Assessable Value	CST/VAT %	Special Tax %	Vat On	Vat on Scheme	Amount Approved	
<input type="button" value="Clear"/> <input type="button" value="Update Row"/> <input type="button" value="Help"/>																					
1	NEUROTOL 100ML INF.	1009NT071	121.50000	VENUS REMEDIES LTD.	01-09-2010	01-08-2012		45	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	MRP	Yes	0.00	
2	NEUROTOL 350ML INF.	1112NT191	249.00000	VENUS REMEDIES LTD.	01-12-2011	01-11-2014		51	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
3	CALRIDOL 100 ML INF.	109P241	200.00000	VENUS REMEDIES LTD.	01-09-2010	01-08-2012		55	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
																			Miscellaneous Amount :		
																			Net Amount :		0.00
Narration : <input style="width: 80%;" type="text"/>																					

Click here to =>

- ✧ Edit (Pencil sign) the Product row & select the Approved Rate as per the sales history & then click on Update Row.
- ✧ Enter the Narration.
- ✧ Click on Save.

STEP 3 : Replacement Invoice :

In the case of replacement invoice, stockist can order any product as per requirement and as per available stock of distributor which equals to claim amount or less amount.

Go To>
Transaction>
Marketing>
Replacement Invoice>

- ✧ Click on **Add Replacement Invoice**. A screen appears which is shown as below.
- ✧ Select Stockist Name, Claim Number from Help button.
- ✧ Click on Next button

Add Replacement Invoice

Stockist Name :	<input type="text"/> <div style="text-align: right; font-size: small;">Help</div>
Replacement Date :	09-05-2014
Station Name :	<input type="text"/>
Claim Number :	<input type="text"/> <div style="text-align: right; font-size: small;">Help</div>
Number of selected Claim Numbers :	<input type="text"/>
Total Claimed Amount :	<input type="text"/>
<div style="display: flex; justify-content: space-around;"> Next Reset </div>	

- ✧ A fresh screen of **Add Replacement Invoice** appears which is shown as below.



- ✎ Select the Product Name & Batch Number from help button.
- ✎ Enter the Invoice & Free Invoice Quantity.
- ✎ Click on Update Row.
- ✎ Repeat the activity till all required products are updated.
- ✎ Enter the Description.
- ✎ Click on Save button.
- ✎ Take the printout from MIS Reports/Marketing/Format Printing/[Replacement Slip](#).

VENUS REMEDIES LIMITED

Procedure for Credit note of Partial amount in the case of Saleable/Breakage and Expiry

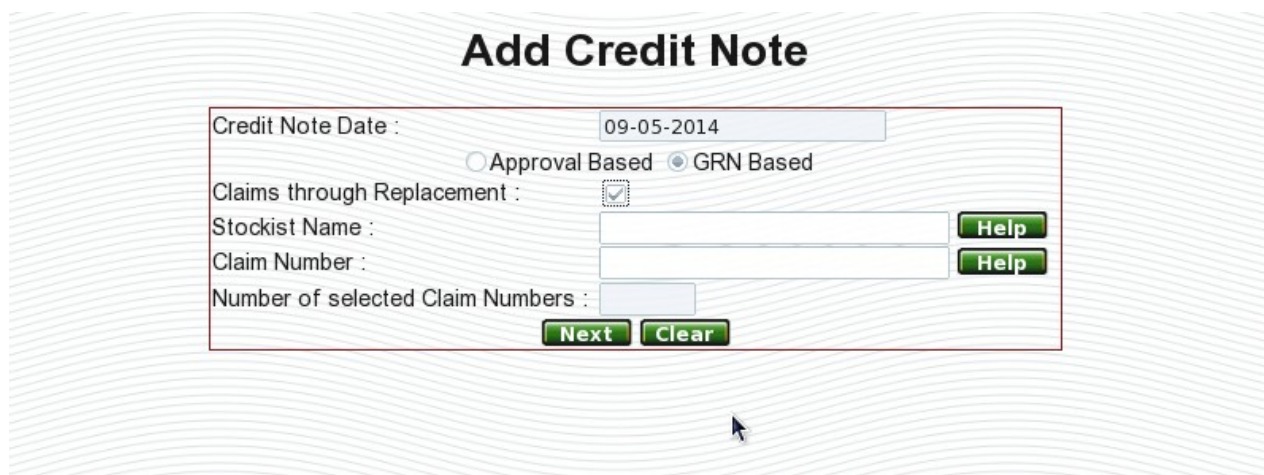
Go To>

Transaction>

Marketing>

Credit Note>

- ✦ Click on **Add**. A screen of Add Credit Note appears with by default option of Grn Based which is shown as below.
- ✦ Click on check box of **Claims through Replacement**.
- ✦ Select Stockist Name, Claim Number from Help button.
- ✦ Click on Next button



Add Credit Note

Credit Note Date : 09-05-2014

☐ Approval Based ☒ GRN Based

Claims through Replacement : ☒

Stockist Name : Help

Claim Number : Help

Number of selected Claim Numbers :

Next Clear

- ✦ A fresh screen of **Add Credit note** appears which is shown as below.

Add Credit Note

Credit Note Date :	09-05-2014		
Stockist Name :	AGGARWAL MEDICOSE	Address :	SHOP NO.-3, MEDICINE PLACE, PIN: 125001, PH: 01662-27851
City :	HISAR	State :	HARYANA

Credit Amount :	25
Narration :	Credit Note being issued on account of Partial Settlement of GRN Number

Add **Back**

- ✧ Click on Add button for saving credit note.
- ✧ Take the printout from MIS Reports/Marketing/Format Printing/[Credit Note](#).

DESCRIPTION:

- ✧ Distributor will ensure that the stockist will send the breakage / expiry goods on monthly basis.
- ✧ Distributor will ensure the authentication from the concerned Manager of the location before issuance of GRN against saleable return from the stockist.
- ✧ Stock should be checked to ensure that the goods are in their original sealed containers and it is known that goods have been stored under proper conditions.
- ✧ On receipt of the physical stocks at the distributor level, distributor should thoroughly check the products, batch no. and stocks quantity with the invoice copy.
- ✧ After receiving of breakage and expiry at distributor level along with required documents (i.e Stockist letter and LR Copy). Distributor ensure issuance of GRN with in month.
- ✧ Distributor settle the stockist claim of breakage and expiry through Replacement / Credit note as per norms of AIOCD (All India Organization of Chemists and Druggists Association).
- ✧ If the LR date and the expiry date are beyond six months from date of expiry then distributor is authorize to reject the claims as per norms of AIOCD.
- ✧ On finalization of the Replacement / Credit Note, the same is once again checked with the documents and attached to the Replacement / Credit Note and duly signed by authorized signatory.

- ✧ The signed Replacement / Credit Note is despatched to the stockist and other copies along with the necessary supports are retained for records and audit purpose.
- ✧ Details of mismatch between the actual claim by stockist and actual settled are duly intimated to the stockist concerned by way of a letter.
- ✧ Any non moving stock lying at distributor level, and distributor wants to return the stock at H.O. then first he will send the intimation to the H.O. and H.O. will discuss with Concerned Manager and after that if the H.O. send the approval for return in written form then distributor is authorized to send the goods.

PROCEDURE FOR STOCK RETURN CHALLAN (SRC) IN SPINE

Go To >**Transaction**>Marketing/Stock Transfer Challan /Add Stock Challan:

- ✦ A screen of **Add Stock Transfer/Return Challan** appears with by default option of Company for **Challan To** and Saleable for **Challan Type** which is shown as below.

Note - Company option is selected when goods return from distributor to company and Distributor option is selected when goods transfer from distributor to distributor.

- ✦ Select **Challan Type** (Saleable / Expired Stock/ Breakage/Expiry) as per nature of goods return.

Note - **Saleable** option is selected in case of saleable goods return , **Expired Stock** option under shelf racked expiry & **Breakage/Expiry** under in transit (From Company to Distributors) damaged product or other damage & expired product.

- ✦ Select Company Name **Venus Remedies Limited (Baddi)** or **Venus Remedies Limited (Panchkula)** as per billing pattern.
- ✦ Select Node name from Help Button.
- ✦ Click on Next Button

Add Stock Transfer/Return Challan	
Challan To :	<input checked="" type="radio"/> Company <input type="radio"/> Distributor
Challan Type :	<input checked="" type="radio"/> Saleable <input type="radio"/> Expired Stock <input type="radio"/> Breakage/Expiry
Company Name :	Venus Remedies Limited (Baddi) ▼
Challan Date :	16-05-2014
Node Name :	<input type="text"/> <input type="button" value="Help"/>
<input type="button" value="Next"/> <input type="button" value="Reset"/>	

- ✦ A fresh screen of **Add Stock Return Challan** appears which is shown as below.

Add Stock Return Challan

Challan Date :	16-05-2014
Company Name	Venus Remedies Limited (Baddi)
Address:	HILL TOP INDUSTRIAL ESTATE JHARMAJRI, EPIP -PHASE 1,EXT BHATOLI KALAN, BADDI (H.P.) 173205
City:	Baddi
Invoice Type:	Saleable

Product Name	Batch Number	Manufacturer Name	MRP	MFG. Date	EXP. Date	Balance Quantity	Rate	Challan Quantity	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="button" value="Help"/>	<input type="button" value="Help"/>								<input type="button" value="Update Row"/>
								<input type="button" value="Reset"/>	
								Total Amount	
								Net Amount	
<div style="display: flex; justify-content: space-between;"> Description : Less Miscellaneous : </div>									
Click here to => <input type="button" value="Add"/>									

- Select the Product Name & Batch Number from help button.
- Enter the Challan Quantity.
- Click on Update Row.
- Repeat the activity till all return products are updated.
- Enter the Description
- Click on Add button.
- For printing go to MIS Reports/Marketing/Format Printing/[Invoice Report](#).
- A fresh screen of **Invoice Printing Report** appears which is shown as below.
- Select particular Invoice No. / SRC form Help option.
- Click on **Submit** button for print out.

Invoice Printing Report			
Date from :	12-05-2014	Date To :	16-05-2014
Invoice No. :	14/0000169	Invoice Date :	12-05-2014
		<input type="button" value="Submit"/> <input type="button" value="View"/> <input type="button" value="Refresh"/>	

- ✧ Below mentioned screen appears if **Distributor** is selected instead of **Company**.
- ✧ Select distributor & Node name from Help button.
- ✧ Click on Next button.

Add Stock Transfer/Return Challan

Challan To : <input type="radio"/> Company <input checked="" type="radio"/> Distributor	
Distributor Name :	<input type="text"/> <input type="button" value="Help"/>
Challan Date :	16-05-2014
Node Name:	<input type="text"/> <input type="button" value="Help"/>
<input type="button" value="Next"/> <input type="button" value="Reset"/>	

- ✧ After that same process will be followed as followed in Company option.

REQUIREMENT AT HEAD OFFICE FOR CLEARANCE THE BREAKAGE / EXPIRY CLAIMS FILED BY THE DISTRIBUTOR

The Distributors are entitled to file claims on account of In - Transit Breakage, Self expiry (With SRC) and expiry received from stockist. They have to ensure that all accumulated Breakage / Expiry is dispatched to H.O. on monthly basis as per billing point with following supporting documents :

- Copy of Stock Transfer Challan.
- Letter head / debit notes of the stockist.
- L.R. copy of Transporter.
- Reference no. of the document (Replacement Note / Credit note no.) **vide** which the claim has been settled.
- All physical stock against goods return should be sent to as per the billing address (Panchkula or Baddi).
- All return should be delivered at door.

STANDARD OPERATING PROCEDURE FOR STORAGE OF PRODUCT

PURPOSE

To provide a guideline on the correct method for storage of products

RESPONSIBILITY

This is the responsibility of Distributor.

DESCRIPTION

- ✧ **Damaged Products :** Damaged is defined as any product that is not in a condition to be supplied to a stockist. This includes damage to shipping cartons or containers, broken, crushed or otherwise unusable product or any temperature controlled product that has not been stored at specified conditions.
- ✧ Adequate space should be available for storage of all the products.
- ✧ Separate areas should be earmarked for products requiring storage at cool temperature conditions.
- ✧ Refrigerator should be provided for products, which require storage at cold temperature conditions.
- ✧ Separate area under lock & key should be provided for storage of Rejected goods and Expired products.
- ✧ Provision should be made to store physicians samples , return goods , damaged goods and quarantined goods separately.
- ✧ The premises should be protected from environment.
- ✧ The ceiling , floors and walls should be such as to facilitate easy cleaning and maintenance and minimize dust generation.
- ✧ Adequate number of pallets should be provided for storage of product shippers.
- ✧ A separate area should be designated for eating and drinking. Smoking should not be permitted in the Distributor premises.
- ✧ All electrical fitting should be concealed and well protected.
- ✧ Adequate safety measures like fire extinguishers should be available.

- ✧ Adequate ventilation should be provided in the general warehouse by making provision for exhaust fans.
- ✧ The windows and exhaust outlets should be provided with wire-mesh screens to prevent ingress of insects, birds, rodents and lizards.

PRECAUTIONS :

- ✧ Products should be protected from exposure to direct sunlight
- ✧ Adequate precautions should be taken to handle products during the monsoon to ensure that the material is not exposed to moisture.
- ✧ All product shippers should be stored in pallets and should not be kept on the floor.

STANDARD OPERATING PROCEDURE FOR HANDLING OF ONCOLOGY PRODUCTS DURING TRANSPORTATION OF PRODUCTS FROM DISTRIBUTOR TO STOCKIST

PURPOSE

To lay down a standard procedure for handling of oncology products during transportation of products from Distributors to stockist.

RESPONSIBILITY

This is the responsibility of Distributor.

DESCRIPTION

- ✧ Allow only trained and authorized person to handle the anticancer products.
- ✧ Cover the shrink pack in the polythene bag to protect the product package from water during cold chain transportation.
- ✧ Place 5 ice pack (Previously kept in Deep Freezer at -20 °C for more than 24 hrs.) each on top, bottom and both sides, inside the shipper, i.e. total 25 ice packs per shipper.
- ✧ Place the shipper along with the ice-packs in a thermocol box.
- ✧ The number of the ice packs may be increased as per party requirement.
- ✧ Mark the thermocol box with the sticker mentioning “**LIFE SAVING MEDICINES – TO BE KEPT AT 2 – 8 °C**” on all the sides of the box.
- ✧ Despatch the material after making requisite invoice and other necessary documents.
- ✧ In case of spillage of anticancer products follow the instructions as mentioned in SOP for “Inactivation of anticancer products”, SOP No. :- SOP/DMSD/003 (Current Version).
- ✧ Records of despatch should contain enough information to enable traceability of the product from the point of supply to the end-user thereof. Such records should facilitate the recall of a batch of a product as necessary.

Note : Wear Goggles, hand gloves and oxygen mask for handling the anticancer products.

Temperature Monitoring Record of Cold Room/Chamber

Location:- _____

I.D. of cold room/Chamber :- _____

Date	Time of observation	Observed Temperature	Minimum	Maximum	Observed by	Checked by	Remarks

STANDARD OPERATING PROCEDURE FOR INACTIVATION OF ANTICANCER PRODUCTS

PURPOSE

To lay down a standard procedure for inactivation of anticancer products.

RESPONSIBILITY

This is the responsibility of Distributor.

DESCRIPTION

- ✧ Wear goggles, hand gloves and mask for handling the anticancer products spillage.
- ✧ Prepare 5% sodium hydroxide or 5% Sodium hypochlorite i.e. (Inactivating agent) as per requirement depend upon the material as mentioned under step No.:- 10 and section 14.
- ✧ Add sufficient amount of 5% Sodium hydroxide or 5% sodium hypochlorite as per Annexure for “List of Solution Used for Inactivation of Anticancer Products ” (AnnexureNo.: A/DMSD/003/01-00) on the spillage area or dip any handling tool in the deactivation solution and wait for 30 minutes.
- ✧ Wipe out the area and any handling tool with an absorbent duster.
- ✧ After wiping discard the duster in disposable poly-bags.
- ✧ Discard the poly bag by incineration or by burning only.
- ✧ After cleaning the area or tool wipe with wet mop.
- ✧ Add sufficient quantity of water to the in-activation solution (Approximately 10 ltrs per one ltr. of the inactivation solution) to dilute the solution.

- ✧ Pour the inactivated solution in the drain.
- ✧ **Method for preparation of 5 % Sodium Hydroxide**
- ✧ Take 5 grams of Sodium Hydroxide pellets in about 50 ml of water in a beaker or any other suitable glass vessel.
- ✧ Dissolve the pellets by swirling properly.
- ✧ Finally make up to 100 ml with water to get 5% Sodium Hydroxide (NaOH).
- ✧ **Method for preparation of 5 % Sodium Hypochlorite**
- ✧ Take 5 ml of Sodium Hydroxide pellets in about 50 ml of water in a beaker or any other suitable glass vessel.
- ✧ Dissolve properly by swirling properly.
- ✧ Finally make up to 100 ml with water to get 5% Sodium Hypochlorite (NaOCl).

PROCEDURE FOR PROMOTIONAL SCHEMES

PURPOSE

To facilitate business promotion through product scheme

RESPONSIBILITY

This is the responsibility of Distributor.

DESCRIPTION

- ✦ Distributor should strictly follow promotional scheme instructions published in writing by competent authorities from Head Office.
- ✦ The scheme will always be set for a predefined period, for predefined products and with predefined conditions. Distributor must follow such definition while implementing all such schemes. All the necessary conditions will be created in MFA (Marketing Field Automation) and will be readily available while invoicing.
- ✦ Since scheme are introduced to promote business, **Venus Remedies Limited** will deduct the scheme any returns of product which is supplied under scheme. Therefore, Distributor should take maximum precautions while raising the claim against such products. Same procedure will be adopted by Head Office end.
- ✦ Stockist will mention the approval no in writing at the time of placing the order at distributor level after discussion with Concerned Manager.
- ✦ Distributor should inform to Head Office if the distributor has raised in the normal invoicing instead of Special Deal/Rate to the stockist for necessary action.

PROCEDURE FOR CREDIT NOTES OF DISTRIBUTOR

PURPOSE

To generate non-inventory related credit note which means credit note which will not affect stock position of Distributor but will impact receivable.

RESPONSIBILITY

This is the responsibility of MIS Section

DESCRIPTION

- ✦ Here we are covering credit note which will not affect our stock position in any respect but will give value benefit to the Distributor eg. Special Deals / Discount , Sales Tax Difference, Price Difference , Octroi Charges , Freight Charges (Freight against despatch of samples) , Entry Tax etc.
- ✦ After getting the original documents from the distributor against above said heads except Special Deal / Discount, MIS Section will verify the claims and settle the claim with the issuance of credit note.
- ✦ With Regards to credit note for distributor to stockist invoicing of Special Deals / Discounts against approvals , MIS section will verify the invoicing on monthly basis and issue the credit note / Replacement Invoice to the distributor for settling the claims according to the billing pattern.
- ✦ All credit notes will be auto generated and distributor can take the print for the same after finalization of credit note through MIS Section for his reference and records.

PROCEDURE FOR LEVIS (TAX LOCAL)

PURPOSE

To satisfy local authorities requirement

RESPONSIBILITY

This is the responsibility of Distributor and MIS Section

DESCRIPTION

- ✧ Any change in the tax structure should be promptly conveyed to the Head Office for necessary changes in MFA.
- ✧ The Sales Tax Registration Number should be renewed whenever required.
- ✧ The Distributor should pay octroi if any to the appropriate authorities, on incoming or outgoing goods and keep records as required under the rules. Refund of octroi should be obtained where required.
- ✧ Distributor should sent copies of registration certificate / renewal document to Head Office - MIS Section.

PROCEDURE FOR COMPLIANCE RULES AND REGULATIONS

PURPOSE

To satisfy local and central drug authorities connected with our type of business

RESPONSIBILITY

This is the responsibility of Distributor and MIS Section

DESCRIPTION

- ✧ Distributor should maintain cordial relations with Drug Authorities / Sales Tax Authorities and any other such authorities.
- ✧ Drug License should be renewed periodically and should be displayed prominently. Requisite forms/records of the Drug Department must be maintained by the Distributor. Copy of registration and renewal should be sent to Head Office MIS Section.
- ✧ Distributor should always inform Head Office about visits from Sales Tax / Drug Authorities. Any written replies to authorities should have Head Office authorization.
- ✧ Distributor must follow and comply with all guideline published by all authorities impacting our business interest.

PROCEDURE FOR SPINE IMPLEMENTATION SYSTEM

PURPOSE

Usage of Software facilities i.e SPINE provided by Venus Remedies Limited or implemented by Distributor as defined by Venus Remedies Limited.

RESPONSIBILITY

This is the responsibility of Distributor and MIS Section

DESCRIPTION

- Distributor should strictly follow instructions give by MIS Section for running the SPINE system.
- Any deviation to this will be viewed very seriously.
- Any changes made in SPINE by the Company will be intimated to the Distributor for the compliance.
- Distributor should use Venus Remedies Limited provided resources only for Venus Remedies Limited services. Distributor must follow and comply with all non-disclosure norms set by Venus Remedies Limited.
- Any type of problem or suggestion should be informed to MIS Section for necessary action.

PROCEDURE FOR AUDIT

PURPOSE

Complying with all policy and guideline and to satisfy audit requirement.

RESPONSIBILITY

This is the responsibility of Distributor

DESCRIPTION

- ✧ The Company has appointed auditors so as to ensure that the regular checks and control are monitored. The Distributor shall render all assistance and make the records available to them for scrutiny and verification. Audit dates as fixed by the audulators will normally be complied with.
- ✧ The Distributor shall ensure that the main person is present during the audit so that every query is answered and every explanation called for is provided. Compliance of the auditor's suggestions as agreed to by the Company is a must for the Distributor.
- ✧ The Company may also arrange surprise verification through its officer and the internal auditors as and when required.

PROCEDURE FOR INVOICING OF NEW PRODUCTS TO DISTRIBUTOR

PURPOSE

To create a common procedure for Distributor to Invoice New Products to the Stockist.

RESPONSIBILITY

This is the responsibility of Distributor and MIS Section

DESCRIPTION

- ⤴ Distributor should read the new product circular very carefully as soon as it is received from the Head office. All details like product, composition, packing, pricing, margins etc. should be ready minutely.
- ⤴ If in case of any queries with regards to the circular distributor should immediately clarify all doubts with the MIS Section before invoicing.
- ⤴ MIS Section, head office should register the new product in their respective state and obtain NOC.
- ⤴ Distributor should inform to the concerned manager as soon as the new product stocks are received at the warehouse. Concerned Manager should provide stockist wise allocation for invoicing of the new products.
- ⤴ Once the distributor is received the new products, distributor should ensure that the goods are despatched within 48 hours to the stockist.
- ⤴ All new product despatches should be made within the existing policy and payment terms of the company.

PROCEDURE FOR STATUARY REQUIRMENTS

PURPOSE

To meet the requirements of Regulatory Department

RESPONSIBILITY

This is the responsibility of CIC / CPIC Manager / Distributor and MIS Section

DESCRIPTION

Form C :

We will be requiring two forms on quarterly basis as we have two manufacturing units one at Panchkula (Haryana) and the other at Baddi (Himachal Pradesh)

- ✧ The Form 'C' should be according to the billing pattern.
- ✧ Form 'C' should be duly filled by the Distributor.
- ✧ Distributor ensure sign and stamp both side of the Form.
- ✧ Distributor ensure the accurate sales should be filled on Form 'C'



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