



**DOCUMENT FOR (PCD)
PROPAGANDA CUM DISTRIBUTION**

APPLICATION FORM FOR APPOINTMENT AS A Propaganda cum Distribution (PCD)

Recent
Passport Size
Colour
Photograph

1. Name :

2. Permanent Postal Address &
(Contact Telephone Number if any) :

3. Educational Qualification
(Attested copies of certificates attached) :

4. Professional Qualification
(Attested copies of certificates attached) :

5. Experience :

6. Bank account no. :

7. Serving Area :

Signature :

Date :

Place :

AGREEMENT BETWEEN M/s SIDHU PHARMA LABS PVT LTD. AND xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

ARTICLES OF AGREEMENT made at **Mayiladuthurai, Tamilnadu** this xxxth Day of November Two Thousand Fourteen between the **Sidhu Pharma Labs Pvt Ltd.**, having its registered office at 2A, Nehru Street, Besant Nagar, Mayiladuthurai, Nagai District, Tamilnadu 609 001. (Which expression shall be deemed to include his successors and assignees wherever the context so admits or requires) of the one part;

AND Shri/Smt./kum./M/s xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx by occupation xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, Hereinafter called the Propaganda Cum Distributors (PCD) which expression shall include his heirs, executors, and administrators wherever the context so admits or requires) of the other part:

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AND WHEREAS the **Sidhu Pharma Labs Pvt Ltd.**, is desirous of appointing Propaganda Cum Distributors, with a view to marketing **Sidhu Pharma Labs Pvt Ltd.**, Products and Services.

AND WHEREAS the Principals are the PCD of **Sidhu Pharma Labs Pvt Ltd.**, for the whole of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx and under this Agreement dated xxxxxxxxx executed between **M/s Sidhu Pharma Labs Pvt Ltd.** And xxxxxxxxxxxxxxxxxxxxxxxxxxxx the PCD are entitled to appoint Marketing Representative, distributors, Agents for marketing the products of **Sidhu Pharma Labs Pvt Ltd.**, hereinafter referred to as the company.

Now it is hereby agreed by and between the parties hereto as follows:

- 1) The **Sidhu Pharma Labs Pvt Ltd.**, appoint xxxxxxxxxxxxxxxxxxxxxxxx as the PCD for the **xxxxxxxxxxxxxxxxxxxxxxxxxxxx** location for the purpose of promotion and sale of the company's products for a period of one year from the date hereof on the terms and conditions set forth hereunder. It may however, be extended for further periods as decided by the company from time to time. The renewal of this PCD appoints is fully description of the management of the company.
- 2) This appointment is being made by the Board of Directors subject to the condition that the appointment shall cease to be valid if it is not approved by the company in the first general meeting held after the date of this appointment (Approval by the company in the first general meeting held after the date of appointment is mandatory under section 294 (2) of the Companies Act, 1956.
- 3) The PCD is hereby appointed as authorized Direct Selling Agent (hereinafter referred to as "PCD") for effecting Promotion, Sale and Distribution of **Sidhu Pharma Labs Pvt Ltd.**, various Products and Services (hereinafter referred to as "Services")
- 4) The PCD shall not sell the goods directly or indirectly outside the agency district. The PCD while selling the company's products to persons in trade shall obtain undertaking in writing that the company's products shall not be re-sold outside the district agency and the said products shall not be re-sold to the public below the fixed retail price.
- 5) The PCD will be provided by product Glossary, Catch Covers, Order Book and Empty visiting Card if required subject to the sales on time to time.
- 6) PCD will be provided 1 Updated Scientific Visual Aid & Executive Bag along with the first order. If PCD required more than one Visual Aid or Bags, PCD's are requested to deposit a security refundable deposit of Rs. 2000/- (Rupees Two Thousand Only) per Visual Aid or Bag. The money will be refunded back subject to the material is returned in the right condition.

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- 7) The PCD will be provided Updated Soft Copy of the products Visual Aid and Product Glossary so that they PCD can print the same for marketing purpose only, if required from time to time.
- 8) The PCD shall purchase the samples if required at NET RATE price and catch covers will be provided by **Sidhu Pharma Labs Pvt Ltd** for the same.
- 9) The PCD shall be responsible for the all marketing, commitments and other expenses of the Doctors and Medicals occupied by him/her for the purpose of business. He/she shall at his own expense keep insure the company's products for full value against all risks. The **Sidhu Pharma Labs Pvt Ltd.**, will not be liable or responsible for the expenses/commitments relating to or incidental to the said agency.
- 10) Once the products is billed **Sidhu Pharma Labs Pvt Ltd.**, will not take back any Expired/Short Expiry and Non-moving goods from the PCD.
- 11) In the first year of registration, the **Sidhu Pharma Labs Pvt Ltd.** shall be permitted to register PCD's in any month of the financial year. However, the contract of the PCD's shall be synchronized with the financial year of the **Sidhu Pharma Labs Pvt Ltd.**, subsequently.
- 12) The PCD shall provide his permanent Address, Banking details & two reference details of relations/friends at the time of taking agency from the department.
- 13) The PCD will receive all products at NET RATE fixed by company which is given in the ANNEXURE
- 14) Since goods will be supplied at NET RATES, these rates will be subject to revision at every quarter or as when required due to Price fluctuations of the material (the VAT Prevailing will be charged extra).
- 15) Goods will be dispatched at the prevailing rates at the time of dispatch irrespective of the fact whether the marketing agent receives the price revision circular or not. Therefore parties are expected / requested to re-confirm the prices of the products at the time of confirmation of the order. Dispute of any kind in this regard will not be accepted.
- 16) The PCD guarantees a minimum purchase value of **Rs. 50000/- (Fifty Thousand Only)** per month on net rate. If the already exiting party fails to provide the satisfactory sale or is not taking adequate measure to increase the sales after three consecutive written reminders through registered post/couriers. We reserve the right to appoint new/another PCD/Parties.
- 17) Any of the parties may terminate this agreement by serving a notice of three months to the other party. The accounts between the parties will be settled and adjusted finally within the aforesaid period of three months.

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- 18) In case any dispute arises between the parties out of or in connection with the agreement, **Sidhu Pharma Labs Pvt Ltd** shall reserve the right to cancel the Agency at any time without assigning any reason.
- 19) The rights under this agreement shall not be assigned or transferred to any other person, except with the prior permission of the **Sidhu Pharma Labs Pvt Ltd.**, in writing.
- 20) The Appointing Authority, the issuing Authority, the paying Authority and the checking Authority shall be such as may be appointed from time to time by the **Sidhu Pharma Labs Pvt Ltd.**, in the matter.
- 21) The PCD shall endeavor to promote and popularize the services introduced and permitted by **Sidhu Pharma Labs Pvt Ltd.**, within the assigned Doctors/medicals provided by PCD on time to time.
- 22) The PCD shall not in any way pledge the credit of **Sidhu Pharma Labs Pvt Ltd.**
- 23) The PCD shall not give any false promises respect of any of the services without the authority in writing of **Sidhu Pharma Labs Pvt Ltd.**
- 24) We accept written purchase order or mail copy. The order must be in the letter head of the Party/Company duly stamped and signed by the Authorized Signatory of the Party.
- 25) It is clearly understood by the PCD that this is purely a business scheme and under no circumstances it entitles him/her for seeking any employment / lien in **Sidhu Pharma Labs Pvt Ltd.**,
- 26) This agreement shall be executed in duplicate. The original shall be retained by the **Sidhu Pharma Labs Pvt Ltd.**, and the duplicate by the PCD.
- 27) In case of any dispute. The legal jurisdiction will be **mayiladuthurai, Tamilnadu** only.

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IN WITNESS WHEREOF the parties hereto have set their respective hands to these presents and the duplicate hereof on the date, month and year hereinabove written

For and on behalf of the PCD for and on behalf of the **Sidhu Pharma Labs Pvt Ltd.**,

Signature

A.S. SANKAR

Managing Director

Signature

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

Stamp

Sidhu Pharma Labs Pvt Ltd
No.2, Nehru Street
Besant Nagar
Mayiladuthurai
Nagai District
Tamilnadu - 609001

Stamp

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ANNEXURE 1

PCD ON NET RATE BASIS

Company will provide standard stock for PCD on product on net rate invoice billed.

NET RATE PRICE LIST

Sl. No.	Product Name	Mrp	Net Rate

Any product additional from the company will be updated to the annexure from time to time from Sidhu Pharma Labs Pvt Ltd along with the scheme provided to the PCD.

CHECK LIST

Kindly check that you have attached the following documents while submitting the form:-

- 1. Proof of Identity by way of attested copy of any of the following documents**
 - a) Voter ID
 - b) Driving License
 - c) Passport
 - d) Income Tax Pan
- 2. Address Proof in the form of attested copy of any of the following documents**
 - a) Electricity Bill
 - b) Water Bill
 - c) Ration Card
 - d) Passport
 - e) Telephone Bill
 - f) Voter ID
 - g) Driving License
- 3. Three recent Passport Size Color Photographs**
- 4. Educational Qualification Proof / Professional Qualification Proof – Attested Copy**
- 5. Terms and Conditions and Agreement Copy along with form duly signed on each page.**

TERMS & CONDITIONS

1. Every Party must provide a self attested photo copy of the drug licenses & T.I.N. / C.S.T. Number with the first initial order.
2. We accept written purchase order or mail copy. The order must be in the letter head of the party / company duly stamped and signed by the Authorized Signatory of the Party.
3. For other state the marketing agent will provide the road permit (if applicable in their respective state) along with every order.
4. For other state he marketing agent will have to submit "c-forms" along with the first order in lieu of which the company shall charge additional sales tax as applicable.
5. Confirm purchase order will only be considered when it will be accompanied by 100% advance payment in the shape of DD/Cheque/NEFT/RTGS to M/s Sidhu Pharma Labs Pvt Ltd.
6. The party is not expected to pay any cash or goods to any of our field person of any designation of the Company without the written consent of the company.
7. Freight charges will be borne by the marketing agent goods will be sent through speed post or courier in case of emergency only.
8. Parties are expected to clear out all the previous consignment already laying pending with the Bank & Transporters etc. First, before placing any new order.
9. Expired/Short Expiry and Non-moving goods will not be taken back.
10. Any product will be billed at net rate and also other benefits like free goods or extra discounts will not be given (Except special promotional scheme & offer)
11. Since goods will be supplied at net rates, these rates will be subject to revision at every quarter or as when required due to price fluctuations of the material (the CST Prevailing will be charged extra)
12. Goods will be dispatched at the prevailing rates at the time of dispatch irrespective of the fact whether the marketing agent receives the price revision circular or not. Therefore parties are expected / requested to re-confirm the prices of the products at the time of confirmation of the order. Dispute of any kind in this regard will not be accepted.
13. Though all the products of M/s Sidhu Pharma Labs Pvt Ltd., are always in the ready stock position bit the delay may occur due to inevitable circumstances i.e. non availability of Raw Material, therefore sufficient time should be given to us i.e. Sidhu Pharma.
14. Company will only be responsible for the dispatch of goods & documents only to the consigner's billing office of the Transport & of the post office / Courier agency & will not responsible for the delay after the booking if the goods & the documents.
15. Sidhu Pharma reserve the right to change the Price, Packing shelf life & withdraw any of its product for the betterment of the individual or other product / products of the Sidhu Pharma group or for the reasons beyond the control of the company like DPCO or Banned the Government or any of its Department etc. Without any questioning.
16. The Company will support the marketing agent through promotional material like detailing aid, literature. The company may provide empty catch covers in limited quantity subject to submission of planning in 3 months advance and subject to sales.
17. We reserves the right to appoint new/another stockiest/parties if the already exiting party fails to provide the satisfactory sale or is not taking adequate measure to increase the sales after three consecutive written reminders through registered post/couriers.
18. This agreement will become null and void in any one following case
 - (i) If the marketing agent will work and supply the goods outside the areas allocated to marketing agent.
 - (ii) If bank returns any unclear cheque or documents
19. In case of any dispute, the legal jurisdiction will be mayiladuthurai, Tamil Nadu only.

This is the list of the document which will be provided with the welcome kit for any person while signing agreement.

1. Agreement Copy
2. Terms and Condition
3. Payment Details (Bank account details)
4. Product Broacher
5. Price List

Details to be collected from the customer

1. Stockiest Survey form
2. Parcel Requirement Details
3. Banking Details

After Signing Agreement copy along with the first order we have to provide the following promotional inputs

1. Scientific Visual Aid (Folder)
2. Scientific Literature
3. Soft copy of the Visual Aid, Product Glossary, Individual Product Broacher
4. Visiting cards
5. Catch Covers