

**Terms & Conditions for appointing dealers across the country for sales & supply of PwD assistive devices.**

**Terms & Conditions:**

**Introduction**

Artificial limbs Manufacturing Corporation of India (ALIMCO) is a non-profit making organization, working under the aegis of Govt. of India, under the Ministry of Social Justice & Empowerment (<http://www.socialjustice.nic.in>). ALIMCO is an ISO:9001:2008 company committed to design, manufacture and supply of quality rehabilitation aids & appliances for orthopedically, visually & hearing impaired persons at reasonable cost to the entire satisfaction of the customers/impaired persons through continual improvement in design, process & technology adhering statutory and regulatory requirements with periodical review and communication to all concerned our motto: "RESTORATION OF DIGNITY".

**Corporate Identification No: (CIN)-U85110UP1972GOI003646**

**1. Eligibility**

- i. Individual firms, partnership firms & corporate bodies
- ii. Co-operative societies.
- iii. Government Sponsored agencies
- iv. NGOs.
- v. Central/State Public Sector Undertaking

**2. Past Experience & Turnover**

Dealers should have at least 1 year experience preferably in consumer product or any other trade.

The freshers can also apply for the dealership however the dealership will be awarded to them for a period of 1 year based on their financial strength market capture capability etc. The period of dealership will be extended by another 2 years based on their performance.

**3. Financial Credibility:**

Dealer should have a strong financial position. Letter to this effect from the banker mentioning cash credit limit and other facilities sanctioned to be submitted. List of property like own godown/shop/house etc with address to be submitted to ALIMCO.

**4. Storage Facility & Display Room:**

Dealer should have adequate storage facility with display space. In case of hired warehouse, details to be submitted to ALIMCO.

**5. Sales Tax/Tin:-** Dealer should possess the valid sales tax/TIN.

**6. PAN** number with a copy of latest IT return.

**7.** Copy of latest audited balance sheet and profit and loss account of company/firm is to be submitted wherever applicable.

## **General Terms & Conditions**

**8. Appointment:-** Any organization/individual desirous of becoming a dealer of ALIMCO must apply in prescribed form “Application for ALIMCO dealership” to the office. The concerned manager after scrutinizing the form may accept or reject the dealership to the party. ALIMCO has the right to reject the appointment without assigning any reason thereof. Dealer has to accept all the terms & conditions of the dealership agreement without any qualification. On appointment of dealer, certificate of ALIMCO dealership will be issued to the agency. The dealership certificate must be prominently exhibited at each sale point of the dealer.

**Validity & Renewal:-** Initial validity of appointment is for three years, from the date of signing the agreement and for the freshers the dealership will be awarded to them for a period of 1 year based on their financial strength market capture capability etc., the period of dealership will be extended by another 2 years based on their performance.

**9.** . Renewal of dealership will be purely dependent upon the performance of dealer. ALIMCO has the right to renew the dealer ship or reject the renewal. Renewal of dealership will be in writing by ALIMCO.

**10. Area of Operation :-** ALIMCO dealer will be free to operate anywhere in the country or abroad with intimation to ALIMCO. However ALIMCO has the right to increase, reduce or modify the area of their operation.

**11. Security Deposit:-** If the dealership is awarded ,every Dealer shall furnish a security deposit in cash/DD of Rs. 10000/- for faithful, observance of terms & conditions. No interest would be payable on security deposit. The security deposit shall not be adjusted against the artificial limbs cost for the supplies made.

**12. Forfeiture of security deposit:** In the event of breach of any terms or condition of Dealership agreement, ALIMCO will forfeit the entire security deposit after giving a show cause notice in writing and thus the certificate of appointment and agreement made will be treated as cancelled.

**13. A) Discount:** Dealers will book their orders giving 100% advance based on which the dispatches shall be made. 15 days after the date of dispatch, dealers are entitled to 8% commission which shall be credited through credit note and payment shall be made. Additional discounts are subject to achievement of financial turnover which is as per table below.

**B) Additional discount / incentive shall be given during the year end by raising credit note on the basis of Financial Turnover**

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|---|------|
| a. For achieving Rs.25 lakhs to 49.99 lakhs | - 2% |
| b. For achieving more than Rs. 50 lakhs     | - 4% |

**14. Procedure for Indenting of the goods:**

**a) Booking the Order:** Dealer would give his/her indents along with firm purchase indent and full payments in advance. After evaluating the demand and availability of the product cost, ALIMCO shall intimate the dealer the availability of the rehabilitation aids and appliances stocks and mutually agree for pre/postponing the delivery/lifting.

b) **Advancement:** Dealer may give indent for advance booking as per his requirement. However aids and appliances will be allotted depending upon its availability. No advance booking discount will be paid.

**15. Procedure for supply of Rehabilitation Aids & Appliances:**

Rehabilitation aids and appliances supplies will be made to the dealer from the nearest ALIMCO office in the state from where the dealer will take delivery. However, for full Truck/mini truck loads, ALIMCO would supply on F.O.R basis direct to the destination in the area of operation indicated by the dealer provided the precise destination particulars are intimated to ALIMCO at least 15 days before the time of requirement or the date of dispatch of the stock from ALIMCO so that superfluous movement is reduced/avoided. The dealer shall begin to lift the stocks within ten days of placement of aids & appliances in the concerned ALIMCO's premises and complete the lifting within a period of one month unless/otherwise mutually agreed to for such extension. The supply of rehabilitation aids and appliances will be based on its availability and the dealer is bound to sell the aids & appliances as per declared sale price of aids & appliances by ALIMCO.

**16. Payment Mode:**

No credit facility is allowed by the Corporation. Payment would be through the following mode:  
RTGS / Demand Draft after realization in ALIMCO's account.

**17. Quality:**

The dealer shall be bound to sell the aids & appliances in ALIMCO's product intact, original unopened container/ packing with tag, label & seal on. Under no circumstances the marking, seal or packing shall be altered, broken/tampered with or damaged before or while selling the ALIMCO products.

The dealer shall arrange safe storage and handling of ALIMCO in such a manner as to ensure that it is well protected against deterioration. In the event of decline in aids & appliances quality below the prescribed standards, the dealer shall immediately stop the sale of such appliances.

**18.** ALIMCO will supply the aids & appliances as per Indian Quality Certification Standards and in case of any quality complaint received by the Corporation regarding the poor quality or manufacturing defect, it should be received in writing within 15 days from the date of showing of the aids & appliances. If required, the field would be inspected by the officer in the Regional/Area office along with the dealer and concerned office/complainant to verify the genuineness of the complaint as per the ALIMCO's producer for redressal of quality complaints of consumers circular dated 18/2/2011(copy enclosed).

**19.** ALIMCO product is invariably tested for conformity to the prescribed standards indicated on the label and or the container. The tests result are valid for the period specified in accordance with ISO Act as amended from time to time provided the product is stored under ideal condition. For ALIMCO's products in Dealer's possession, the responsibility for ensuring conformity to the prescribed standards invariably rests with in the dealer. ALIMCO shall, however, have the authority to verify compliance in this regard and to take appropriate action in the event of non-compliance have the authority to verify compliance in this regard and to take appropriate action in the event of non-compliance.

**20.** The dealer has to attend quality related complaints within his area of jurisdiction or operation only along with ALIMCO representative.

21. ALIMCO's officer and Govt. dept. officers are authorized to draw samples for inspective of the stock available with the dealer.

22. Product once sold to the Dealer shall not be taken back by ALIMCO.

23. **Termination of Agreement:** Either party may terminate the contract by giving 30 days notice to the other party. On expiry of the notice, the agreement shall stand cancelled and revoked; but without, prejudice to the rights of either party against the other in respect of any matter or thing in existence prior to such cancellation/revocation. ALIMCO, however reserve the right to terminate immediately the dealership without giving any notice as above in the event of contravention of any of the terms and conditions and 100% of the security deposit shall be forfeited.

**The agreement shall be terminated if:-**

a) The dealer or any member of the Dealer's firm is adjudicated insolvent or effect composition with his creditors;

b) The proprietor/partner of the individual concern/firm dies or partner of a partnership concern change or a partnership is dissolved;

c) The period of the contract expires, unless it is renewed; and

d) In the event of termination of the contract for any reason, the dealer shall settle all the accounts of recoverable statements sent by ALIMCO, within 30 days of receipt of the statement.

e) In the event, dealer fails to achieve the target, and after review of performance of the Dealer and if found unsatisfactory the entire security deposit will be forfeited. Dealer will have no right to challenge termination of Dealership made by the corporation as its own without assigning any reason.

24. **Promotion:** ALIMCO may from time to time supply to the dealer and his sub dealers publicity material, hoarding, posters, signboard etc as deemed fit or necessary but shall be under no obligation to do so. Dealer has to participate in the advertisement and the sales promotion work undertaken by ALIMCO.

25. **Arbitration:** Any or all dispute arising out of or under the dealership agreement and/or regarding the execution, implementation or interpretation of this agreement or any provision there of shall be referred to sole arbitrator to be appointment by Chairman cum Managing Director of AIMCO in accordance with the provision of the Indian Arbitration and Reconciliation Act 1996 or any other statutory modification or re-enactment thereof. Such Arbitration shall be held in the city of Delhi and the proceedings shall be conducted in English/Hindi Language.

26. **Jurisdiction** – All the disputes /difference or claims arising out of Dealership Agreement shall have Kanpur as its Jurisdiction.

27. **Force Majeure** – Any default or supply of product by ALIMCO shall not give rise to any claim for damages against ALIMCO, if and to the extent caused by force majeure or matters beyond the reasonable control of ALIMCO including but not limited to causes of acts of GOD, acts of Government Authority, strike or other concerned acts of workmen, riots, floods, explosion, breakdown of plant, extraordinary severe weather conditions, civil commotions etc.

**Other Terms & Conditions**

**28.** Dealer shall furnish to ALIMCO the precise addresses of his sub-dealers through whom ALIMCO aids & appliances bought by him will be sold at the retail level. The Dealer shall also intimate additions, changes, modifications in the list to ALIMCO from time to time. However, the dealer will be solely responsible for the obligation arising out of all acts of his sub-dealers.

**29.** Dealer shall be responsible to submit all sales documents required by ALIMCO to be provided to Govt. and other Agencies for claiming benefits /subsidies from them including the name & address of the beneficiary. Dealer has to get the subsidy certificate verified from the concerned State Govt. authorities and he has to maintain the records/documents desired by the State Govt. authorities and all under the norms of any schemes.

**30.** The Dealer shall neither sell any aids & appliance from any other source in ALIMCO's name nor shall sell ALIMCO aids &appliance in any other name

**31.** ALIMCO shall not be responsible for any damage to the appliance after delivery to the Dealer on account of inclement weather, poor management, bad storage, defective transit / handling etc. on the part of Dealer

**32.** The Dealer is free to sell / supply the aids to any buyer like PSU, Govt., Other Institutes and Single user etc.

**33.** The Dealer is not entitled to deal any other product/ brand which are in ALIMCO product line and interest areas .

**34.** ALIMCO reserves right to amend / modify or change any terms and conditions of Dealership agreement by giving due notice to the dealer.

**35.** Exiting ALIMCO dealers should also apply against this advertisement for appointment of fresh dealership.

**How to apply:**

**36.** Interested persons/ company/ etc may download the application form from website [www.alimco.in](http://www.alimco.in) and fill the form after reading carefully the terms & conditions.

**37.** A DD of Rs. 100/- in favor of ALIMCO payable at Kanpur to be enclosed along with the applications. Name of the dealership should be written at the back side of the DD.

**38.** The envelope should be mentioned as "Application for Dealership" and sent to **ARTIFICIAL LIMBS MANUFACTURING CORPORATION OF INDIA, NARAMAU, G.T.ROAD , KANPUR-209217. (U.P)**

**39.** For any clarification please contact Mr. Jitin Verma, Officer –Marketing. Mobile No- +91 9582613329, Phone no. 0512-2770897 or E-mail [marketing.alimco@gmail.com](mailto:marketing.alimco@gmail.com)