

Terms & Conditions for appointing dealers across the country for Sales & Supply of Aids & Assistive Devices for Divyangjan & Senior Citizens

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 (www.disabilityaffairs.gov.in). ALIMCO is an ISO: 9001:2015 certified 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.

Fresher's 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. GSTIN

Dealer should possess the valid GSTIN. The onus of supplying active GST Registration certificate lies on the dealer.

6. PAN number with a copy of latest IT return to be submitted.

7. Copy of last 3 Year audited balance sheet and profit and loss account of company/firm is to be submitted wherever applicable. In case firm is new then you should present the Solvency Certificate from the Bank

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 dealership, certificate of ALIMCO dealership will be issued to the agency. The dealership certificate must be prominently exhibited at each sale point of the dealer.

9. Validity & Renewal: - Initial validity of appointment for new dealers will be for 01 year based on their financial strength, market capture capability etc. HOD may review for further for 2 year based on merit on expiration of the validity.

For existing dealer with excellent track record of 03 years, extension of 2 years may be approved by HOD. Similarly, HOD is also authorized to cancel, reduce validity of Dealership in case of any adverse activity or malpractice adopted by Dealer is received in writing.

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. All such communication will be made in writing by ALIMCO.

10. Area of Operation: -ALIMCO dealer will be free to operate in the Area/Territory where Dealer firm is incorporated or has a registered office. In case any dealer wishes to operate in other state, HOD may approve / reject additional territory based on recommendation of committee which shall be constituted for the purpose.

11. Security Deposit: -If the dealership is awarded, every Dealer shall furnish a security deposit in cash/DD of Rs. 10,000/- for faithful, observance of terms & conditions. No interest would be payable on security deposit. The security deposit shall not be adjusted against any order or supplies made against orders received from the vendor.

12. Forfeiture of Security Deposit:

In the event of breach of any Terms & Condition of Dealership agreement, ALIMCO reserves the right to terminate/ short close the agreement as well as impose penalties as deemed fit including forfeiting of the due payments to the dealer and security deposit together including black listing the organization.

13. Commission:

08% commission will be given to dealers after 30 days from the date of dispatch of items on basic price only. In addition, further following incentives will be paid to improve and achieve the optimum market potential. Additional incentive as per Category – I & Category – II will be paid after end of the financial year. ALIMCO will raise invoice on 100% value of the purchase order of the customers, received 100% payment from dealer and separately release 8% commission on basic price.

Category-I: On the basis of Turnover (Annual turnover from 25.00 to 50.00lakh)

- a. For achieving turnover from 25.00 lakh to 50 lakh - 02%

Category-II: On the basis (Annual turnover more than 50.00 lakh)

- a. For achieving turnover more than Rs.50 lakhs - 04%

Further, Dealer shall be eligible for Dealer Commission only if his name is mentioned in the Official Order / email communication which is released by the State Government /District Administration. Communication sent by dealer shall not be entertained

14. 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.

15. Payment Mode:

No credit facility is allowed by the Corporation. Payments are accepted through the following modes:

- RTGS /NEFT
- Demand Draft

16. 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.

17. 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.

18. ALIMCO product is invariably tested for conformity to the prescribed standards indicated on the label and or the container. The tests result is 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.

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

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

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

22. Termination of Agreement: If dealer is found approaching state or district official out of their territory, or, if any adverse activity or malpractice adopted by Dealer is notified, ALIMCO reserves the right to terminate his services after approval of competent authority.

In normal course of business, 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 or breach of trust in any respect, subsequently, 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.

23. Promotion

ALIMCO may from time to time supply to the dealer 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.

24. After Sale Service

A sum of Rs.120/- including all charges shall be reimbursed for assembly of Tricycle shall be reimbursed subject to submission of Satisfactory completion certificate signed by District Administration and invoices raised on ALIMCO.

25. Order Procurement through GeM Portal

Dealer can upload ALIMCO products as RESELLER only after written consent of HoD. The price capping shall be limited to MRP of the product. 100% advance payment or 100% BG to be submitted to ALIMCO.

All statutory/transactional charges etc. to be paid by Dealer to GeM. In case dealer intends to participate in any tender on GeM, approval of ALIMCO should be obtained in each case.

26. Arbitration

Any oral 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 ore-enactment thereof. Such Arbitration shall be held in the city of Delhi and the proceedings shall be conducted in English/Hindi Language.

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

28. Force Majeure–

Any default or supply of product by ALIMCO shall not give rise to any claim f or 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, Pandemics, Acts of Government Authority, strike or other concerned acts of workmen, riots, floods, explosion, breakdown of plant, extra ordinary severe weather conditions, civil commotions etc.

Other Terms & Conditions:

29. 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.

30. 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.

31. 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.

32. 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

33. The Dealer is free to sell / supply the aids to any buyer like State Government, Other Institutes and Single user etc.

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

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

How to apply:

36. Interested persons/ company/ etc. may download the application form from website 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 form for application for appointment of dealership is part of this document and is appended at Annexure A.

39. 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)**

For any clarification, please contact Mr. Chandan Chand, Junior Manager– (Marketing), © +91 9777792693 or you can contact us on E-mail: alimco_sales@alimco.in/marketing.alimco@gmail.com

APPLICATION FOR APPOINTMENT OF DEALERSHIP

Dist..... State.....

DD No..... Bank..... Amount.....

1. Name and complete address of the :
Organization with Pin Code (IN BLOCK LETTERS)

- a) Telephone No.(Office/Res.) :
- b) Mobile No. :
- c) FAX No./E-mail ID :

2. Constitution of Organization photocopy
of partnership deed /Articles of Association
to be Attached.

3. Year(s) of Establishment :

4. Trade License Registration no. :
(attach photo copies)

5. Name(s) and permanent :
address(es) of Proprietors
Partners / Directors

6. Sales Tax / VAT Registration No. :
valid dates (attach photo copies)

7. Professional Tax Registration No. :
if applicable

8. Permanent Income Tax :
Account Number (attach photocopy)

9. Area in SQ. Ft. of the :
a) Office cum showroom :
b) Godown :

10. Types of products presently :
dealt by your company

11. Turnover for the last three :
years (attach audited balance sheet / :
Solvency Certificate by bank)

12. Name and Complete address :
of your Banker with Branch

13. Total Working Capital :

14. Market survey on potential :
customer base including
details of supplies made to hospitals
or other medicals / Paramedical
establishment, if any
15. Estimated annual Sales :
potential of ALIMCO products
through your company
16. Whether you can invest Rs 2.00 lakhs :
for purchase of ALIMCO items
immediately after getting dealership?
17. Do you have any relative working :
in ALIMCO? If yes state, the relationship
in detail.
18. Any other information :
(Please add additional sheet)

Place: Full Name of the Applicant:

Date: Signature & Seal:

For Office Use Only

Remarks:

List of Enclosures:

- ✓ UTR Number (in case of RTGS/NEFT)
- ✓ DD Number with Bank Name.
- ✓ Constitution of Organization (Firms' Status) i.e. Proprietorship / Partnership / Limited Company.
- ✓ GST Number & GST certificate
- ✓ Permanent Account Number (PAN)
- ✓ Type of products presently dealt by the firm.
- ✓ Present annual turnover
- ✓ Banker's Name and address.
- ✓ Office, Showroom and godown space available and location (Photo & Address)
- ✓ Telephone / Fax No.
- ✓ Estimated Annual Sale Potential of ALIMCO products
- ✓ Financial Investment capacity