

**ARTIFICIAL LIMBS MANUFACTURING CORPORATION OF INDIA**

(A Govt. of India Undertaking “Miniratna” Company)

(Under the Ministry of Social Justice & Empowerment, DEPwD, Govt. of India)

G.T.Road, Kanpur-209217 (An ISO 9001:2008 Company)



Website: [www.alimco.in](http://www.alimco.in)

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**CORRIGENDUM**

**Dealership for sales & marketing of goods/aids & appliances from  
ALIMCO vide ref. no. MKT/DEL/001 dated 08.07.2015**

In reference to our tender no. MKT/DEL/001 dated 08.07.2015 in consideration of representation received from prospective applicants, the Corporation has decided to extend the dates for receiving of dealership applications upto 17<sup>th</sup> Aug 2015 at 17:00 hrs. Interested parties may refer our website [http://www.alimco.in/Tender/5\\_1\\_Tender.aspx](http://www.alimco.in/Tender/5_1_Tender.aspx). for further information.

Dy. Manager- Marketing

## भारत सरकार का एक "मिनीरत्न" उपक्रम



भारत सरकार के सामाजिक न्याय एवं अधिकारिता मंत्रालय के अधीन  
जी०टी० रोड, कानपुर- 209217 आईएसओ: 9001:2008

वेबसाइट : [www.alimco.in](http://www.alimco.in) फोन नं० : 0512-2770172 / 2770130  
फैक्स नं० 0512-2770051 ईमेल : [marketing\\_ls@artlimbs.com](mailto:marketing_ls@artlimbs.com)



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vkonsu grql aHZl aMKT/DEL/001 fnuka 08.07.2015 ds mYys k ea

हमारे निविदा सं MKT/DEL/001 दिनांक 08.07.2015 के संदर्भ में भावी आवेदकों से प्राप्त आवेदन के सम्बन्ध में निगम ने डीलरशिप आवेदन प्राप्त करने की अन्तिम तिथि को दिनांक 17 अगस्त 2015 शाम 5:00 बजे तक बढ़ाने का निर्णय लिया है। इच्छुक पार्टिया अधिक जानकारी हमारी वेबसाइट [http://www.alimco.in/Tender/5\\_1\\_Tender.aspx](http://www.alimco.in/Tender/5_1_Tender.aspx) से प्राप्त कर सकती है।  
उप-प्रबन्धक, विपणन

Size = 8 x 6 = 48 sq.cm

**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 for specific district/tehsil/block as mentioned in dealership certificate by ALIMCO . Dealer has to operate in the area for which appointed by ALIMCO. However ALIMCO has the right to increase, reduce or modify the area of 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. Minimum Guarantee Turnover:**

The Minimum annual turnover expected from prospective dealers by taking into consideration the density of population in various states as also the geographical and

<b>For District having Population</b>	<b>Annual Minimum Target Turnover Expected (Rs. In lakhs)</b>
More than 25lakhs	10.00
From 10-25lakhs	08.00
Less than 10lakhs	05.00

**Note:** Ideally one dealer will be appointed in any particular district, However, in case of no application is received or no dealer found suitable in a particular district, the dealership of such district may be given additionally to approved dealer of the neighboring district. As a practice, the jurisdiction of district wise dealers will be limited within the district. However, this will not apply for institutional sales to State Level/institutional buyers from anywhere in the country.

#### **14. Discount:**

**A) 5% discount will be given to dealers after 15 days from the date of dispatch of items. In addition further following incentives will be paid to improve and achieve the optimum market potential. Additional incentive as per Category – I and Category – II will be paid after end of the financial year after achieving their assigned target. ALIMCO will raise invoice on 100% value of the purchase order of the customers, received 100% payment from dealer and separately release 5% commission in the form of credit note.**

##### **Category-I: On the basis of Turnover (Annual turnover upto 50.00 lakh)**

a. For achieving 100% target turnover	-	2%
b. For achieving 100%-200% target turnover	-	3%
c. For achieving more than 200% target turnover	-	4%

##### **Category-II: On the basis of Financial /Volume Parameter (Annual turnover more than 50 lacs)**

a. For achieving more than Rs. 50 lakhs	-	5%
b. For achieving more than Rs. 01 crore but less than Rs. 2 crore	-	6%
c. For achieving more than Rs. 2 crores	-	7%

(Above discounts of cat I & II will be released at the end of completion of financial year).

#### **15. 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.

#### **16. 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.

**17. 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.

**18. 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.

**19.** 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).

**20.** 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.

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

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

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

**24. 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.

**25. 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.

**26. 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 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 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**

**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 PSU, Govt., 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.

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

**How to apply:**

**37.** 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.

**38.** 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.

**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)**

**40.** For any clarification please contact Mr. Sirshangsu Sengupta, Dy. Manager – Marketing. Mobile No- +91 9628140190, Phone no. 0512-2770897 or E-mail [marketing\\_ls@artlimbs.com](mailto:marketing_ls@artlimbs.com)



## APPLICATION FOR APPOINTMENT OF DEALERSHIP

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

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

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1. Name and complete address of the Organisation with Pin Code (IN BLOCK LETTERS) :
  - a) Telephone No.(Office/Res.) :
  - b) Mobile No. :
  - c) FAX No./E-mail ID :
2. Constitution of Organisation photocopy of partnership deed / Articles of Association to be Attached. :
3. Year(s) of Establishment :
4. Trade Licence 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 IFS Code :
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:

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### **For Office Use Only**

Remarks:

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#### ***List of Enclosures:***

- ✓ UTR Number (in case of RTGS/NEFT)
- ✓ DD Number with Bank Name.
- ✓ Constitution of Organisation (Firms' Status)  
i.e. Proprietorship / Partnership / Limited Company.
- ✓ Sale Tax registration Number / TIN No.
- ✓ 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 (Address)
- ✓ Telephone / Fax No.
- ✓ Estimated Annual Sale Potential of ALIMCO products
- ✓ Financial Investment capacity