



OFFICE OF THE MANAGING DIRECTOR
ASSAM MEDICAL SERVICES CORPORATION LIMITED
Central Drug Ware House Campus, Patherguery, Narengi, Guwahati, Assam-781026
Email id: md-amscl@assam.gov.in

e-File No: 51161

From:

Dr. Robin Kumar, IPS,
Managing Director,
AMSC, Assam

To:

M/s Uniser Lifecare Pvt. Ltd.,
303, 3rd floor, Brigade Rubix,
Plot No. MYS357 in Peenya Plantation,
Factory Main Road, Bangalore- 560013

Sub: Blacklisting and Debarment Notice from participating in any tender by the AMSC for 3 (three) years due to default in supply of Essential Suture items (10 nos).

Ref:

1. Tender No.: NHM-18017/46/20121-PROC-NHM/AMSCLTender/ECF: 180201/28503, Date: 16/12/2021, Corrigendum No.1) NHM-18017/46/20121-PROC-NHM/AMSCLTender/ECF: 180201/31620, Date: 20/01/2022 & Corrigendum No. 2) NHM-18017/46/20121-PROC-NHM/AMSCLTender/ECF:180201/165-P, Date: 29/01/2022
2. List of items against PO placed from AMSC at Annexure-A
3. Several reminders via mail sent to your company Uniser Life Pvt Ltd from AMSC on dated: 12.09.2023, 21.09.2023, 30.09.2023, 03.10.2023, 19.10.2023, 30.10.2023 and 06.11.2023
4. Last Notice served vide letter No-412519 on dated : 28.11.2023 describing all penal provision for non supply.
5. Show cause notice served to your company vide notice no 511616, Dated. 29.06.2024 from AMSC Authority describing all penal provision for non supply.
6. Purchase orders placed from AMSC with vide P.O No:
 - i) E-352338/2020102382508, Date-29.08.2023
 - ii) E-352338/2020102382509, Date-29.08.2023
 - iii) E-352338/2020102382510, Date-29.08.2023
 - iv) E-352338/2020102382511, Date-29.08.2023
 - v) E-352338/2020102382512, Date-29.08.2023
 - vi) E-352338/2020102382513, Date-29.08.2023
 - vii) E-352338/2020102382514, Date-29.08.2023
 - viii) E-352338/2020102382515, Date-29.08.2023
 - ix) E-352338/2020102382516, Date-29.08.2023
 - x) E-352338/2020102382517, Date-29.08.2023
 - xi) E-352338/2020102382518, Date-29.08.2023
 - xii) E-352338/2020102382765, Date-30.09.2023
 - xiii) E-352338/2020102382766, Date-30.09.2023
 - xiv) E-352338/2020102382767, Date-30.09.2023

- xv) E-352338/2020102382768, Date-30.09.2023
- xvi) E-352338/2020102382769, Date-30.09.2023
- xvii) E-352338/2020102382770, Date-30.09.2023
- xviii) E-352338/2020102382771, Date-30.09.2023
- xix) E-352338/2020102382772, Date-30.09.2023
- xx) E-352338/2020102382773, Date-30.09.2023
- xxi) E-352338/2020102382774, Date-30.09.2023
- xxii) E-352338/2020102382775, Date-30.09.2023

Sir/Madam,

With reference to the subject cited above, it is to inform you that your company was awarded with the various Purchase Orders as referred above. But unfortunately, you did not start any supply within the contractual delivery period (60 days from placing of PO) and period with highest late delivery charges has also crossed i.e., @0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value (200 days).

Several reminders were sent to your company over phone as well as via official mails (under reference at pt. no. 3 above) but supply not yet even started as per DVDMS portal of CDAC. Being these suture items are very much required for medical use for needy patient attending Govt Hospitals of the state, a notice was also served to your company i.e Uniser Life Pvt Ltd (under reference at pt. no 4 above), but no significant improvement on supply & even supply not yet started as per DVDMS portal of CDAC & also upon physical verification with the districts & Medical colleges.

Details of delivery status as on date as per DVDMS portal are enclosed at Annexure-A with this letter for your ready reference.

AMSC Authority found that said items are essential in nature for needy patients getting treatment in Govt. Hospitals of the state, but your non supply resulted non availability & hindrance in public service and also resulted in increase in out-of-pocket expenditure.

Hence, your company Uniser Life Pvt Ltd was asked SHOW CAUSE on 29.6.2024 (vide letter under reference above at Pt. no. 5 above) why your company should not be Black Listed and Debarred from participating in any tender by the TIA or procuring agency for 3 (three) years as per below mentioned tender clauses and Your company was also asked to reply by 3 days.

These tender clauses were as detailed below:

Tender Clause No. 5.6.2 "Debarment/Blacklisting for failure in execution of supply/non-supply/default in supply"

Product debarment: In case of non-supply or incomplete supply (i.e less than 90% of the total ordered quantity) by the approved manufacturer/importer (Firm) within agreed delivery period including the delay penalty period or any such extended delivery period then the concerned rate contract shall be cancelled and the manufacturer/importer (Firm) shall be debarred for participating in any bid called by the Authority for 3 years from the date of debarment for that item.

In case the manufacturer/importer (Firm) supply 90% or more of the ordered quantity but fails to supply the entire quantity within the allowed delivery period then the firm shall be levied a penalty @ 10% of the value of the short supplied item and same shall be adjusted against the payment for supply.

Firm Debarment: The firm shall be black listed and debarred from participating in any tender by the TIA or procuring agency for 3 (three) years if the company is debarred for all the items (where it has RC-"Rate Contract" for less than 3 items) or at least 3 items (where it holds RC-"Rate Contract" for more than 3 items).

Forfeiture of Performance Security: In case of Product debarment: In addition to product debarment the performance security deposited by the supplier for that particular product shall be forfeited and apportioned towards financial penalty.

In case of Firm debarment: In addition to firm debarment the entire performance security deposited by the supplier shall be forfeited and apportioned towards financial penalty.

Also as per the tender clause no. 5.11 "Alternative Purchase" provision will be levied on your company as detailed in the referred tender clause.

5.11 Alternative Purchase

5.11.1: If the empanelled supplier fails to execute the supply within the stipulated time, AMSCL, ASSAM is at liberty to make alternative purchase of the items of items and medicines for which the Purchase Orders have been placed from any other sources (such as Public Sector undertakings at their rates, empanelled bidders, and bidders who have been technically qualified in the said bid) or in the open market even at higher rates at the risk and the cost of the supplier and in such cases AMSCL, ASSAM shall have every right to recover the cost and impose penalty, apart from termination of the contract for the default.

5.11.2: In the event of making ALTERNATIVE PURCHASE, the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by the AMSCL, ASSAM in making such purchases from any other source or from the open market shall be recovered from the Security Deposit or from any other money due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier or from his properties, as per rules.

But there is no reply as on date from your company Unisur Life Pvt Ltd which exhibits your negligence in execution purchase orders of 10 nos. of Suture items from AMSCL whereas these suture items are having exclusively emergent in nature & non-availability resulted obstacle in patient services in Govt Hospitals of the state & also increased the out of pocket expenditure.

Therefore, in the greater public interest, your company Unisur Life Pvt Ltd is hereby Blacklisted and Debarred from participating in any tender of AMSCL for next 3 (three) years from the issuing of this letter as per the above described tender clause 5.6.2 (*due to non -execution of 10 nos. of Suture items, against AMSCL 22 nos. of POs*) & your Performance Security whatever submitted will be forfeited. Also please be noted that as per the above-mentioned clause 5.11 "Alternative Purchase" will also be levied on your company as described in details above.

Managing Director, AMSCL, Assam

Memo e File No.: 511616

Copy to the:

1. Commissioner & Secretary to the Govt. of Assam, H & FW Department & Chairman AMSCL for kind information
2. Commissioner & Secretary to the Govt. of Assam, MERD for kind information
3. Mission Director, NHM, Assam for kind information
4. Director of Medical Education, Assam for information.
5. Director Health Services for information.
6. Principal cum Chief Superintendent/Superintendent, all Medical Colleges for kind information.
7. Jt. Director Health Services, all Districts for kind information.
8. I/C. M.O & Pharmacist, all Medical Colleges and DDSM, all Districts for information.
9. P.S to the Hon'ble Minister, H & FW for kind information to the Hon'ble Minister.

-e-Signed-
Managing Director, AMSCL, Assam

<u>Annexure-A (List of items debarred along with Company Blacklisting)</u>			
SI No.	Item Name	Supplier Name	PO No
1	Chromic Catgut 1 (Absorbable) Surgical suture RB 70-76 cm .	Unisur Lifecare Pvt. Ltd.	2020102382508
2	Chromic Catgut 1-0,1/2 circle Surgical suture RB 30 mm 70-76 cm .	Unisur Lifecare Pvt. Ltd.	2020102382509
3	Chromic Catgut 1-0, 1/2 circle, Surgical suture RB 40 mm 70-76 cm .	Unisur Lifecare Pvt. Ltd.	2020102382510
4	Chromic Catgut 2-0 1/2 circle, Surgical suture RB 30 mm 70-76 cm .	Unisur Lifecare Pvt. Ltd.	2020102382511
5	Polyglactin size 3-0, RB 20-22 mm, 1/2 Circle 70-75 cm .	Unisur Lifecare Pvt. Ltd.	2020102382512
6	Monofilament Polyamide 3-0, 26 mm 3/8 C, RC 70 cm .	Unisur Lifecare Pvt. Ltd.	2020102382513
7	Polypropylene size 1 (1/2 CIR RB Needle heavy 40 mm) 90 cm .	Unisur Lifecare Pvt. Ltd.	2020102382514
8	Polypropylene size 2-0 (1/2 CIR RB Needle 30 mm) 90 cm .	Unisur Lifecare Pvt. Ltd.	2020102382515
9	B.B. Silk size 3-0 (1/2 circle RB Needle 25mm) 70-90 cm .	Unisur Lifecare Pvt. Ltd.	2020102382516
10	Polyglactin size 2-0 Cutting RAPIDE DOUBLE ARMED, 140 CM, 20-36 MM, 1/2 C	Unisur Lifecare Pvt. Ltd.	2020102382517
11	Polypropylene size Non absorbable synthetic surgical mesh 6 cm x11 cm .	Unisur Lifecare Pvt. Ltd.	2020102382518
12	Chromic Catgut 1 (Absorbable) Surgical suture RB 70-76 cm .	Unisur Lifecare Pvt. Ltd.	2020102382765
13	Chromic Catgut 1-0,1/2 circle Surgical suture RB 30 mm 70-76 cm .	Unisur Lifecare Pvt. Ltd.	2020102382766
14	Chromic Catgut 1-0, 1/2 circle, Surgical suture RB 40 mm 70-76 cm .	Unisur Lifecare Pvt. Ltd.	2020102382767
15	Chromic Catgut 2-0 1/2 circle, Surgical suture RB 30 mm 70-76 cm .	Unisur Lifecare Pvt. Ltd.	2020102382768
16	Polyglactin size 3-0, RB 20-22 mm, 1/2 Circle 70-75 cm .	Unisur Lifecare Pvt. Ltd.	2020102382769
17	Monofilament Polyamide 3-0, 26 mm 3/8 C, RC 70 cm .	Unisur Lifecare Pvt. Ltd.	2020102382770
18	Polypropylene size 1 (1/2 CIR RB Needle heavy 40 mm) 90 cm .	Unisur Lifecare Pvt. Ltd.	2020102382771
	Polypropylene size 2-0 (1/2 CIR RB Needle 30 mm) 90	Unisur Lifecare	

19	cm .	Pvt. Ltd.	2020102382772
20	B.B. Silk size 3-0 (1/2 circle RB Needle 25mm) 70-90 cm .	Unisur Lifecare Pvt. Ltd.	2020102382773
21	Polyglactin size 2-0 Cutting RAPIDE DOUBLE ARMED, 140 CM, 20-36 MM, 1/2 C .	Unisur Lifecare Pvt. Ltd.	2020102382774
22	Polypropylene size Non absorbable synthetic surgical mesh 6 cm x11 cm .	Unisur Lifecare Pvt. Ltd.	2020102382775