



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

e-File No. : 616776/20215

From : Managing Director,
Assam Medical Services Corporation Limited

To : Prochem Pharmaceuticals (P) Ltd.
140-141, Makkanpur, Bhagwanpur, Roorkee, Dist. Haridwar(UK) 247661.

Sub : Product Debarment Notice for non-completion of required supply of drug (Domperidone Tablet 10 mg).

Ref :

1. Tender No.: NHM-43018/2022-PROC/AMSC/ECF: 255581/150953, Dated. 09/02/2023) & all relevant corrigendum notices issued against this tender.
2. The detail PO delivery status as on date as per DVDMS portal is placed at Annexure-A.
3. Purchase order issued from AMSCL vide P.O No. is placed at Annexure-A.
4. Notice cum Extensions issued vide letter no. 616776/12568, dated : 23-03-2025.
5. Show-cause notice issued vide letter no. 616776/13428, dated : 07-04-2025.
6. Notice cum Extensions issued vide letter no. 616776/13854, dated : 21-04-2025.
7. Show-cause notice issued vide letter no. 616776/14476, dated : 10-05-2025.
8. Notice cum Extensions issued vide letter no. 616776/15343, dated : 11.06.2025 and 616776/16620, dated : 14-07-2025.
9. Final Notice cum Extensions issued vide letter no. 616776/19686, dated : 05.11.2025.

Sir/Madam,

With reference to the subject cited above, I am to inform you that your company was awarded with the Purchase Orders vide POs (as detailed at **Annexure-A**) to this letter, against your agreement with AMSCL vide tender under reference at Pt.1 above.

But you are not yet complete the required supply of essential drug within the contractual delivery period (75 days from placing of PO), period with highest late delivery charges has also crossed, (i.e., @2% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value).

As per your request, Notice cum Extensions issued vide letter no. 616776/12568, dated : 23-03-2025, but your company did not complete the required supply within the extended time-frame. As such, Show-cause notice issued vide letter no. 616776/13428, dated : 07-04-2025 and as per your request, Notice cum Extensions issued vide letter no. 616776/13854, dated : 21-04-2025, but your company did

not complete the supply. Hence, Show-cause notice issued vide letter no. 616776/14476, dated : 10-05-2025 and as per your request, Extensions issued vide letter no. 616776/15343, dated : 11.06.2025 and 616776/16620, dated : 14-07-2025, but still your company failed to arrange the desired supply. Therefore, Final Notice cum Extensions issued vide letter no. 616776/19686, dated : 05.11.2025, but your company failed to complete the desired supply.

AMSC Authority found that said drug is essential in nature for needy patients getting treatment in Govt. Hospitals of the state, therefore show cause notice was served to your company vide letter under reference at pt.5 & pt.7 (above) and delivery extension with additional time period under reference at pt.4, pt.6, pt.8 & pt.9 was given. (Details on non-completion of supply report as per DVDMS portal is attached with this letter at Annexure-A)

All efforts as mentioned above via several notices, extensions, official communications via mail & telephonic calls were made to get the supply from your company and enough opportunities were given to your company to execute supplies of essential drug but your company was found defaulter in terms of completion of supplies in a time bound manner causing non availability & hindrance in public service and also resulted in increase in out-of-pocket expenditure of the patients.

Further extension has no valid ground to be considered as already in the Final Notice cum Extension letter, it was clearly mentioned as the last communication and upon non-completion of desired supplies product/ firm debarment will be proceed. But as per DVDMS portal details as on date, a total non supply of 04 nos. of POs for one essential drug are found below 90% supply and the tender norms require a minimum of 90% of the supply obligation to be fulfilled; for non-incorporation of administrative penalty.

Therefore, in the greater public & patient interest, your company **'Prochem Pharmaceuticals (P) Ltd.'** is hereby **blacklisted and debarred** from participating in any tender for **5 (Five) years** (from the date of issuing this letter) for item **Domperidone Tablet 10 mg** as per referred tender Clause No.5, Sub Clause-H, Pt.no.(i) , Pt.no. (iii) & Sub Clause-M for default in supply of 01 nos. of essential drug against 04 nos of P.O's (details are placed at Annexure-A).

The relevant administrative and financial penalty clauses of the tender under reference are detailed as below-

Clause No.5, "Terms & Conditions" Sub Clause-H, "Debarment/Blacklisting for failure in execution of supply/non supply/default in supply".

Pt. no.(i) Product Debarment: where it was mentioned that 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 contract shall be cancelled and the manufacturer/importer (Firm) shall be debarred for participating in any bid called by the Authority for 5 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

Pt. no.(ii) Firm Debarment: The firm shall be blacklisted 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 equal to 3 items),

Pt. no. ((iii) Forfeiture of Performance Security: a) 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. b) 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.

Clause No.5, Sub Clause-M. Alternative Purchase:

i. If the empaneled supplier fails to execute the supply within the stipulated time, AMSC is at liberty to make alternative purchase of the items for which the Purchase Orders have been placed from any other sources (such as Public Sector undertakings at their rates, empaneled 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 AMSC shall have every right to recover the cost and impose penalty, apart from termination of the contract for the default.

ii. 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 AMSC 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.

Encl: Annexure-A (non-completion details of ordered drug as per DVDMS portal as on date : 15.11.2025)

This is for favour of your kind information.

Managing Director,
Assam Medical Services Corporation Limited

Memo e File No. : 616776/20216-20225

Copy to the:

1. Commissioner & Secretary to the Govt. of Assam, H & FW Department & Chairman AMSC 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 kind information.

5. Director of Health Services for kind information.
6. Executive Director, NHM, Assam for kind information.
7. Principal cum Chief Superintendent/Superintendent, all Medical Colleges for kind information.
8. Jt. DHS, all Districts for kind information.
9. DDSM-all Districts and M.O i/c & Pharmacist-all Medical Colleges and Admin Manager & Pharmacist & AMSCL State Store for information.
10. P.S to the Hon'ble Minister, H & FW for kind information to the Hon'ble Minister.

-e-signed
Managing Director,
Assam Medical Services Corporation Limited

Annexure-A

DRUG AND VACCINE DISTRIBUTION MANAGEMENT SYSTEM NHM and AMSCL Guwahati PO Delivery Status As on Date :- 15-Nov-25									
SI No.	Item Name	Supplier Name	PO No	Approval Date	Delivery Days	Scheduled date of delivery	Ordered Qty (A)	% of delivery	Days passed since approval
1	Domperidone Tablet 10 mg	Prochem Pharmaceuticals (P) Ltd.	2020102386200	03-11-2024	75	16-01-2025	73400	81.34	377
2	Domperidone Tablet 10 mg	Prochem Pharmaceuticals (P) Ltd.	2020102386434	05-11-2024	75	18-01-2025	274300	86.62	375
3	Domperidone Tablet 10 mg	Prochem Pharmaceuticals (P) Ltd.	2020102387341	01-03-2025	75	14-05-2025	345400	65.55	259
4	Domperidone Tablet 10 mg	Prochem Pharmaceuticals (P) Ltd.	2020102387953	01-03-2025	75	14-05-2025	83700	65.71	259

