



**OFFICE OF THE MANAGING DIRECTOR
ASSAM MEDICAL SERVICES CORPORATION LIMITED**

Central Drug Ware House Campus, Patherquary, Narengi, Guwahati, Assam-781026

Email id: md-amscl@assam.gov.in

No. NHM/18017/33/2021-PROC-NHM-Part-1/ ECF-186320/ 4381

Date: 14/4/2022

From: **Dr. Robin Kumar, IPS**
Managing Director
AMSCL, Assam

To: **Theon Pharmaceuticals Ltd**
Plot No. 400, Industrial Area, Phase-1, Panchkula (HRY)

Sub: - Debarred from participating in any tender of NHM, Assam & AMSCL, Assam for 3 (three) years from the date of intimation.

Ref: -1. P.O-NHM-18011/2/2021-PROC-NHM-Part-1/ECF-165005/2020102380444, Dated.8/5/21
2. P.O- NHM-18011/4/2021-PROC-NHM/ECF-160320/2020102380336, Dated.8/5/21
3. Tender No-NHM/18017/31/2019-PROC-NHM/8328, dtd-05/07/19 & Corrigendum No. NHM/18017/31/2019-PROC-NHM/18485, DATE:16/10/19.
4. Final show cause letter no. 1 issued on dated 27.01.2022 vide notice no. NHM/18017/33/2021-PROC-NHM-Part-1/ ECF-186320/ 32143, Dated. 27.01.2022.
5. Reply letter from your end received on 15.2.2022 at this office.
6. Letter cum final show cause notice no. 2 issued on dated 30.3.2020 vide notice no. NHM/18017/33/2021-PROC-NHM-Part-1/ ECF-186320/1970, Dated. 30.03.2022 for completion of supply by 30 days i.e by 30.04.2020.

Sir,

With reference to the subject cited above I am to inform you that your company has taken part in the referred tender (at above pt. 3) and selected as L1 for fourteen under the referred P.O. Accordingly, you were awarded Letter of Intent (LoI) & you have entered into Rate Contract (RC) with NHM, Assam.

Supply orders were placed to your company vide P.O under reference for supply of 14 nos. of Essential Drugs (As per Annexure-1) but it is very astonished that you have not executed any supply of any of the ordered drugs after repeated reminders via mails, letters.

These drugs are very essential in nature for needy patients getting treatment in Govt. Health Institutions of the state under Free Drugs scheme.

But, your non supply resulted in non-availability & hindrance in public health services & treatment of patients.

Hence, in the greater public interest you were served many show cause notices including final show cause notice & additional 30 days were given to execute the total supply & it was informed in those letters that as per the contractual obligations necessary penalty clauses will be imposed on your firm for non-supply & delay in supply.

Relevant tender clauses of tender on delay delivery were:

5.6 Delivery, Shortage & Delay Penalty

5.6.1. In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be penal deduction @ 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. Once the maximum price reduction is reached, termination of the whole contract will be considered.

- 5.6.2 Once the maximum price reduction is reached, termination* of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

5.11 Alternative Purchase

- 5.11.1 If the empanelled supplier fails to execute the supply within the stipulated time, NHM, Assam is at liberty to make alternative purchase of the items of drugs 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 NHM, 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 NHM, 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.

5.18.2 Pt. (3):

Where the supplier has rate contract for three (3) or more drug items and debarred for a minimum of three drug items:

- **Firm Debarment:** The firm shall be black listed and debarred from participating in any tender for any drug item(s) issued by the TIA for 3 (three) years from the date of intimation.
- **Forfeiture of Performance Security:** In addition to firm debarment the entire performance security deposited by the supplier shall be forfeited and apportioned towards financial penalty.

A reply on 15/2/2022 received from your end where you have very casually expressed that due to crisis & shortage of APIs/raw materials & manpower to work at manufacturing unit resulted your constraint to execute any supply ordered placed to you. Your such reply being a reputed pharmaceutical company was found very irresponsible.

Due to non-supply these items by your firm many patients suffered which was further aggravated due to COVID-19 & flood. Your non supply of essential items forced the authority to procure few drugs on emergency basis, which resulted excess expenditure in comparison to cost of existing rate contract (R.C) price with your firm.

Your firm did not supply so in spite of giving sufficient time for supplying these essential lifesaving drugs for public health, your firm is debarred for these 14 drugs (as not a single item out of 14 were supplied) as per Annexure-1 for 5 years as per relevant tender clause 5.6.2.

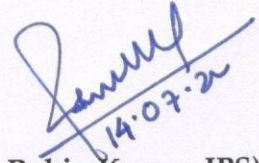
Further as per tender clause no. 5.18.2 Pt. (3), your firm is also blacklisted and debarred for next 3 years from participating in any tender for any drug item issued by TIA (Tender Inviting Authority) from the date of issuing this order.

In addition to drug items & firm debarment the entire performance security deposit will be forfeited and apportioned towards financial penalty as per the above mentioned tender clause. Please be noted that in the event of making ALTERNATIVE PURCHASE as per the tender clause mentioned above, you will be imposed with excess expenditure over and above contracted prices incurred in making such purchases and will be recovered either from the security deposit or from

any other money due/ outstanding payment and in the event of such amount being insufficient, the balance will be recovered personally from your company.

This is for favour of your information.

Yours sincerely,



(Dr. Robin Kumar, IPS)

Managing Director, AMSCL, Assam

Memo No. NHM/18017/33/2021-PROC-NHM-Part-1/ ECF-186320/ 4332-43 Date: 14/7/22

Copy to the:

1. Principal Secretary to the Govt. of Assam, Health & FW for kind information.
2. Principal Secretary, all Autonomous Council & Deputy Commissioner, all Districts for information.
3. Mission Director, NHM, Assam for kind information.
4. Director Medical Education, Assam for information.
5. Director Health Services, Assam for information.
6. Executive Director, NHM, Assam for information. He is requested to direct MIS-Manager, NHM, Assam for uploading the debarment notice in NHM, Assam website.
7. Principal cum Chief Superintendent/ Superintendent, all Medical Colleges for information.
8. Director Finance & Accounts, NHM, Assam & AMSCL, Assam for information.
9. Jt. Director Health Services, all Districts for information.
10. M.O i.c/DPM/DDSM/Pharmacist, all Medical Colleges/Districts for information.
11. Manager-MIS, NHM, Assam/ Manager (IT), AMSCL for uploading the debarment notice in the website.
12. P.S to the Hon'ble Minister, Health & FW for kind information to the Hon'ble Minister.



Managing Director, AMSCL, Assam

Annexure-1**(List of items of Theon Pharmaceuticals Ltd which under debarment)**

| Sl. No. | Name of the Item | Dosage Form | Strength |
|---------|-------------------------------------|----------------------|------------------------|
| 1 | Etoricoxib | Tablet | 90 mg |
| 2 | Fexofenadine | Tablet | 120 mg |
| 3 | Amoxicillin(A)+ Clavulanic acid (B) | Tablet | (A) 250 mg+ (B) 125 mg |
| 4 | Cefixime | Oral Liquid | 100mg/ 5 ml |
| 5 | Cefixime | Tablet | 200 mg |
| 6 | Cefuroxime | Injection | 750 mg |
| 7 | Faropenem | Tablet | 200 mg |
| 8 | Linezolid | Tablet | 600 mg |
| 9 | Piperacillin(A)+ Tazobactam(B) | Powder for Injection | (A) 1gm+ (B) 125 mg |
| 10 | Piperacillin(A)+ Tazobactam(B) | Powder for Injection | (A) 4 gm+ (B) 500 mg |
| 11 | Clopidogrel | Tablet | 75 mg |
| 12 | Voglibose | Tablet | 0.2 mg |
| 13 | Mupirocin | Ointment | 2% w/w |
| 14 | Citicholine | Tablet | 500 mg |