

File No- Letter No.: - BMSIC/40030/580-2025/ 10238

Date: - 23/12/2025

Order

M/s Intas Pharmaceuticals Ltd. having its Head Office at Corporate House Near sola bridge, S.G.Highway, Thaltej, Ahmedabad-380054, Gujrat, India has participated in **Tender No-BMSIC/DRUGS/24-03** and was issued a Letter of Intent (LoI) vide letter no.-6089 dated 07.10.2024 for submitting the requisite documents, security deposit, and to execute the Rate-Contract within 15 days from the date of receipt of the LoI for **Trihexyphenidyle 2 mg Tablet**.

The firm signed an agreement with BMSICL on 28.11.2024. Subsequently, the firm M/s Intas Pharmaceuticals Ltd was issued Purchase Order for **Trihexyphenidyle 2 mg Tablet** against which the said firm comes under the purview of a habitual defaulter due to non-supply of consecutive two orders.

The firm was issued the purchase order for **212000 units of Trihexyphenidyle 2 mg Tablet vide P.O. No.- 10282500351 dated 29.01.2025** against which no supply has been made till date. The firm was then issued several show cause notices vide mail dated 02.04.2025 and 21.04.2025, against which no reply has been received. In view of that final show notice issued to the firm vide letter no. **2800 dated 20.06.2025** in reference to which no supply and no reply received. This pattern of behaviour places the firm under the purview of a habitual defaulter. This is the violation of clause 27 A and 27 C of the standard bid document.

Again, the firm was issued the purchase order for **700000 units of Trihexyphenidyle 2 mg Tablet - 100 mg vide PO. NO.-10282500984 dated 25.04.2025**, out of which no supply has been made till date. The firm was then issued several show cause notices mail dated 30.06.2025 & 11.07.2025, and final show cause notice vide letter no.6789 dated **12.09.2025**, in reference to which the firm replied on dated 29.09.2025 that *"The non-supply was solely due to unforeseen circumstances beyond our control, particularly the non-availability of the item in the market during the period in question. Despite our best efforts to source the product from alternate suppliers, we were unable to fulfil the order in a timely manner. We fully acknowledge the importance of timely supply, especially in the context of healthcare and patient well-being, and we sincerely regret any inconvenience this may have caused. In adherence to the terms and conditions of the contract, we are willing to bear the applicable liquidated damages as per the agreed clauses. However, we humbly request that no punitive or blacklisting action be taken against us, as we remain committed to supporting your esteemed organization in ensuring uninterrupted healthcare services to patients. We assure you that all necessary corrective measures have been taken to avoid such occurrences in the future, and we remain dedicated to fulfilling all future obligations diligently."*

The reply of the firm was found to be unsatisfactory and this is the violation of clause 27 A and 27 C of the standard bid document.

In view of repeated non-supply against the above-mentioned Purchase Orders for the same drug, a further show cause notice was issued to the firm vide letter no. **9081 dated 21.11.2025**. However, no reply was received to the said notice, and no supply has been made till date. The firm subsequently replied vide mail dated 17.12.2025, seeking extension of the delivery date for the drug **Mycophenolate Mofetil Tablet 500 mg**; however, the reply does not contain any reference to or explanation regarding the non-supply of the concerned drug **Trihexyphenidyle 2 mg Tablet**.

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The repeated defaults establish a consistent pattern of non-performance, attracting action under Clause 27(A) and 27(C) of the Standard Bidding Document.

Clause 27 A of the Standard Bid Document stipulates that: -

"If the Tenderer fails to execute the agreement / to deposit performance security / to perform the obligations under the tender conditions / commits default in the performance of the contract/agreement, such Tenderers will be blacklisted for a period of 2 years by BMSICL from the date of intimation besides forfeiture of EMD/Performance Guarantee. The Tenderers who have withdrawn after participating in the tender either fully or partially, the entire firm/company will be blacklisted for a period of 2 years from the date of intimation by BMSICL apart from forfeiture of the Security Deposit/EMD".

Clause 27 C of the Standard Bid Document stipulates that: - ***"BLACKLISTING FOR NON-SUPPLY/ PART SUPPLY/DELAYED SUPPLY/NON-FULFILLMENT OF CONTRACT OBLIGATION: -***

Notwithstanding various actions and penalties for non-supply and/or delayed supply of the drugs and medicines as stipulated in the terms and conditions of the tender, the BMSICL, shall take action against the supplier as follows:

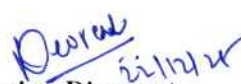
(i) In case, the supplier is found to be habitual defaulter of delayed supply or not supplying the full quantity in time, the balance amount of performance security of such company shall be forfeited. No further supply order shall be given to them and company shall be barred from participating in any tender floated by BMSICL, further other punitive action such as blacklisting of the firm for a minimum period of 2 years from the date of intimation for blacklisting/debarring.

(ii) Purchase orders, if any, already issued before taking any blacklisting action or orders given in past will not be affected in view of action taken as per above guidelines but all strict quality checks shall be observed for each supply of products.

The blacklisting of particular product or company/firm will be done without prejudice to other penalties which may be imposed as per the conditions of Tender documents and also to other actions which may be initiated under Drugs and Cosmetics Act, 1940 or any other law of Land. BMSICL will display names of such blacklisted product(S) and company/firm on its website for general notice."

This activity of the firm of non-supply of such important medicine is adversely affecting the objectives of BMSICL i.e. Free Drugs supply to every patient at all Government Health Facilities in the State of Bihar within the stipulated time period.

Thus, in light of the provisions contained in the tender document, **M/s Intas Pharmaceuticals Ltd.** having its Head Office at Corporate House Near sola bridge, S.G.Highway, Thaltej, Ahmedabad-380054, Gujrat, India is hereby blacklisted for the quoted drug i.e., **Trihexyphenidyle 2 mg Tablet** for a period of two (2) years from the date of issue of this order apart from forfeiture of security deposit. The unexecuted PO no. **10282500351 dated 29.01.2025 & 10282500984 dated 25.04.2025** is hereby cancelled. Additionally, the rate contract for that particular product is hereby terminated.

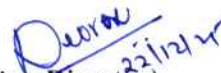

(Managing Director)



Memo No. BMSIC/40030/580-2025/ 10238

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Copy to: The Managing Director M/s Intas Pharmaceuticals Ltd. For information and needful action.

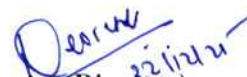

(Managing Director)

Date: - 23/12/2025

Memo No. 10238

Copy to:

1. The Secretary, Department of Health, Govt. of Bihar for kind Information please.
2. Executive Director, State Health Society, Bihar for kind Information please.
3. The CGM (Supply Chain), General Manager (Logistics), General Manager (Finance), BMSICL for information and necessary action. GM (Logistics) is requested to ensure publication of this order on the official website of BMSICL and Notice Board as well.
4. MD, All Medical Corporations and Procurement Agencies all over India for Information and necessary action please.
5. CEO, Government e-Marketplace for information and necessary action please.
6. All Civil Surgeons, Bihar and Superintendents of all Govt. medical colleges and hospitals of Bihar for information and necessary action.
7. All the concerned manufacturer having rate contract with BMSICL for information.


(Managing Director)

