



# CENTRAL MEDICAL SERVICES SOCIETY

(An Autonomous Body under Ministry of Health & Family Welfare, Govt. of India)

2<sup>nd</sup> Floor, Vishwa Yuvak Kendra, Teen Murti Marg,  
Chanakyapuri, New Delhi-110021.



CMSS/LSC/TT/GUWAHATI/2024/222/523

Dated: - 29/07/2025

To,

M/s Aashu Logistics & Packaging Pvt. Ltd.,  
H.No. 6 Jayanagar, Six mile, Khanapara, Guwahati, Kamrup Metropolitan,  
Assam, 781022  
Email - aashuroadlines@gmail.com M - 9263529445

**Subject: - Debarring of M/s Aashu Logistics & Packaging Pvt. Ltd. for the participation of CMSS Transportation Tender.**

**Reference: -**

1. Show Cause notice (Letter no. CMSS/LSC/TT/GUWAHATI/2024/222/219 dated 26/03/2025) issued by CMSS to M/s Aashu Logistics & Packaging Pvt. Ltd.
2. A letter received from M/s Aashu Logistics & Packaging Pvt. Ltd. on dated 28/03/2025 via email against Show Cause.
3. Mail communication sent by CMSS dated 03/04/2025 and your response mail dated: 07/04/2025.
4. CMSS letter no. CMSS/LSC/TT/GUWAHATI/2024/222/357 dated 03/06/2025 issued for the cancellation of LOA and forfeiture of performance security.

Sir/Madam,

This is with reference to the transportation contract awarded to your firm for CMSS Guwahati Warehouse.

1. With reference to, the subject mentioned above, your firm is aware that LOA (CMSS/LSC/TT/GUWAHATI/2024/220/1198) was issued by the CMSS on dated 09/12/2024 for the transportation services from the CMSS Guwahati Warehouse to various destinations.
2. According to the clause no. 02 of LOA, your firm had conveyed your acceptance of the issued LOA through email and as per the clause no. 03 of LOA and clause no. 10 (c) of tender document, you had submitted the performance security of Rs. 25,000/- and formal agreement for the transportation services has been started on 06<sup>th</sup> January 2025.
3. As per the agreement clause no. 04 (e), if the transporter fails to place/provide truck within two days (2 Days) without valid reason, then penalty will be imposed as per Penalty Clause. For the Penalty Clause, refer the clause no. 09 of agreement.
4. After the agreement, CMSS Guwahati Warehouse has raised the several requisition for the placement of vehicle as per agreement slab & vehicle type through email. In most of the case, you fail to provide the vehicle within the timelines mentioned in abovementioned point 3.

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S. No	Request raised by the CMSS	Action taken by M/s Aashu Logistics & Packaging Pvt. Ltd. for the placement of vehicle
1.	CMSS Guwahati Warehouse email on dated 29.01.2025 for the placement of vehicle for the Mizoram (Aizwal) Location.	Your firm had provided the vehicle and lift the material but material was not delivered to consignee even after the several reminders from CMSS HQ and Guwahati Warehouse. In addition, no response received from your end.
2.	CMSS Guwahati Warehouse email on dated 20.02.2025 for the placement of vehicle for the Nagaland Location.	Vehicle was not placed and no response received even after the several reminders.
3.	CMSS Guwahati Warehouse email on dated 20.02.2025 for the placement of vehicle for the Assam Location.	Vehicle was not placed and no response received even after the several reminders.
4.	CMSS Guwahati CMSS Guwahati Warehouse email on dated 03.03.2025 for the placement of vehicle for the Manipur Location. In addition, CMSS HQ email dated 07.03.2025 to you for the placement of vehicle	Vehicle was not placed by your firm even after the several reminders. In the response of CMSS email dated 07.03.2025, your firm had informed that "Sir we request you we have not any time to financial is good to send to the material and road also block that's why we are request you be take the time after road then we have send a material maximum to week road is open if any other transporter will be take the material we have no any problem"

5. Regarding the Mizoram (Aizwal) location, material was lifted by your firm but not delivered to consignees even after a month from the date of lifting of material. The detail sequence of regarding this issue: -

- CMSS Guwahati Warehouse informed your firm regarding the placement of 14 FT for the Mizoram (Aizwal) location through email dated 29.01.2025.
- On dated 01.02.2025, the material had been lifted (524 boxes) after the reminder email dated 31.01.2025 from CMSS Guwahati Warehouse.
- After several reminder by CMSS Guwahati Warehouse and CMSS HQ through email dated 14.02.2025, 18.02.2025, 19.02.2025, 21.02.2025 & 28.02.2025. No response has been received from your end and the lifesaving critical drugs have been irresponsibly been possessed by you and no communication resulting to the delivery have been made by you even after repeated enquiry from CMSS Guwahati Warehouse & CMSS HQ.
- On dated 04.03.2025, CMSS HQ sent you an email regarding the delivery of this material & noncompliance with transport agreement. That email also noted that if the corrective action is not taken on your end to resolve the transportation service issues, then necessary action will be taken in accordance with agreement. On that email, no response has been received from your end.
- After inquiry by CMSS Guwahati Warehouse with local team of M/s Aashu Logistics & Packaging Pvt. Ltd., it was found that M/s Aashu Logistics & Packaging Pvt. Ltd. hired the third-party logistics (M/s MS Logistics) for the delivery of medicines. Due to payment issue between M/s Aashu Logistics & Packaging Pvt. Ltd. & third-party logistics (M/s MS Logistics), material stuck at the third-party logistics end.

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- f) CMSS HQ & Guwahati Warehouse made the effort for the delivery of material to Mizoram consignee and delivery by third party logistics (M/s MS Logistics). However, no response and efforts are made for delivery of material by your end, which reflect that you are not even bothered to the repetitive follow-up emails and all the follow ups are made by CMSS only.

6. In the view of aforesaid issues, CMSS issued a Show Cause notice to your company, M/s Aashu Logistics & Packaging Pvt. Ltd. vide letter no. CMSS/LSC/TT/GUWAHATI/2024/222/219 dated 26/03/2025) seeking your explanation on the serious lapse involving unauthorized trans-shipment, possession of consignment by a third-party transporter, and delay in delivery of consignments. That show cause notice concerned with the violation of terms and conditions of the contract regarding non-performance as per the agreement with CMSS for transportation services at Guwahati Warehouse location having following actions: -

- i) To initiate proceedings to debar/ blacklisting of M/s Aashu Logistics & Packaging Pvt. Ltd. Guwahati WH for breach the contract in accordance with the above-mentioned terms and conditions of the contract.
- ii) To cancel the LOA no. CMSS/LSC/TT/GUWAHATI/220/1198 against Tender no. CMSS/LSC/TT/GUWAHATI/2024 (GEM Bid No.: -GEM/2024/B/5270647) for Guwahati Location.
- iii) To forfeit the Performance Security amount of Rs. 25,000/- submitted via Demand Draft no. 280668 on dated 31/12/2024 by M/s Aashu Logistics & Packaging Pvt. Ltd.

7. Your firm submitted its response to the above-mentioned show cause notice via email dated 28/03/2025, stating the following: -

*"We are working since from last 7 years in CMSS Guwahati and there is no any issue or complain is raised against M/s Aashu Logistics and Packaging Private Limited. But this time we are having financial problem and our Director /CEO Mr. Amit Singh health is also not good and hospitalization for treatment that's why there is no anyone to take the decision. That's why company has taken a big decision that we are removing Mr. Amit Singh from his post of Director. We have new joining Mrs. Preety Choudhury Singh as a new Director & CEO and Logistics Head.*

*Sir I know that your work has been spoiled because of us and Sorry for that. Even we haven't done billing also from last 2 years.*

*Hence, I am asking for one last chance so that such mistake will never happen again in future. The rest is up to your management to decide what to do."*

8. In your above reply, citing internal issues such as financial difficulties and the illness of your director, does not justify the negligence observed in the case. As your firm has been associated with CMSS for a considerable period, you are well aware that CMSS is responsible for distributing essential medicines under various health programs of the Government of India. In this context, any delay or disruption in delivery is unacceptable, as it directly affects drug availability at government health facilities and compromises patient care. Despite the sensitivity of your role, there was no proactive effort from your side to notify CMSS or mitigate the consequences of this failure. Furthermore, your statement admitting non-submission of bills for two years further reflects a lack of professional discipline and seriousness.

9. The reply submitted by your firm in the Show Cause notice on 26/03/2025 which has been examined by the authorities and found that submitted reply is unsatisfactory & equally unprofessional. Despite your unsatisfactory response, CMSS granted your firm another opportunity to submit a final reply by 06/04/2025. However, your response was received on 07/04/2025—after the deadline—once again displaying casual and irresponsible conduct in responding to critical contractual matters. Not with standing to delay, the concerns explained by you in your foresaid letter



on 07/04/2025 has been examined & it has been decided with the approval of Competent Authority that there is no merit in these.

10. In view of above points and as per the provisions of the tender document, the following decision have been taken with the approval of Competent Authority with the immediate effect: -

- i) To cancel the LOA no. CMSS/LSC/TT/GUWAHATI/220/1198 against Tender no. CMSS/LSC/TT/GUWAHATI/2024 (GEM Bid No.: - GEM/2024/B/5270647) for Guwahati Location.
- ii) To forfeit the Performance Security amount of Rs. 25,000/- submitted via Demand Draft no. 280668 on dated 31/12/2024 by M/s Aashu Logistics & Packaging Pvt. Ltd.

11. These actions have been necessitated due to your firm's continued failure to fulfill key contractual obligations and non-compliance with essential terms. The delay in delivery and mishandling of consignments have a direct and adverse impact on the timely supply of medicines under Government of India health programs. Such lapses are considered a serious breach of responsibility, as they compromise critical public health services and cannot be permitted under any circumstances.

12. Regarding the debarring/blacklisting of the firm, CMSS has provide sufficient chance to your firm and also called for a personal hearing on 13.05.2025 at CMSS HQ, New Delhi. This personal hearing was proposed so as to provide an opportunity to the firm for providing the clarification & justification for not blacklisting/debarring to the firm.

13. In response to this, an email has been received from your end on 12.05.2025 stating that due to some personal reason, your firm will not be able to appear for personal hearing at CMSS HQ, New Delhi and requested to conduct meeting virtually (through video conferencing) instead of personal hearing.

14. In the response to above request, CMSS had arranged personal hearing through virtual meeting and informed through email. However, your firm failed to attend the virtual meeting and had not communicated any prior intimation or justification for the absence.

15. Accordingly, CMSS has re-issued a communication vide mail dated 14.05.2025 indicating no show by your firm in personal hearing and reminded to initiate action as per the terms and conditions of the contract and tender documents, including potential blacklisting/debarring.

16. Also, CMSS has provided another chance for the personal hearing on 15.05.2025 after the request of your firm, as you have mentioned that due to visit at hospital on 13.05.2025, you were not able to appear in the personal hearing.

17. Thus, on 15.05.2025 Ms. Preeti has represented in the meeting from your side and justification have been sought regarding the queries raised in the Show Cause. However, your representative had stated that the mistakes happened due to their personal reason only and not provided any satisfactory response to the queries raised.





18. On the basis of the response from your side, CMSS concluded that you had neither acknowledged your operational shortcomings nor you had provided any concrete clarification or justification in response to the Show Cause Notice, which clearly indicates non-compliance, and casual approach of your firm to the contractual obligations. Hence, the following decision have been taken with the approval of Competent Authority with the immediate effect: -

- i. Debarring / blacklisting of M/s Aashu Logistics & Packaging Pvt. Ltd. for the period of 02 years (from date of issue of this letter) from CMSS Transportation Tender, RC & NON-RC Transportation Services due to breach in the contract.
- ii. This Debarring / blacklisting is in accordance with the above-mentioned terms and conditions of the contract.

This is issued with the approval of the Competent Authority.

With Regards,

29/7/2025  
General Manager (LSC)  
CMSS, New Delhi

