

Pravara Medicare Pvt. Ltd.

REQUEST FOR EMPANELMENT (RFE)

OF AUTHORISED DISTRIBUTORS / STOCKISTS / WHOLESALERS / CHEMISTS

FOR SUPPLY OF DRUGS, MEDICINES, SURGICALS AND MEDICAL
CONSUMABLES

To Pravara Medicare Pvt. Ltd.
c/o. Dr Vithalrao Vikhe Patil Foundation
Vilad Ghat, Ahilyanagar, Maharashtra - 414111

RFE / Tender Reference No.	01
Date of Issue	01/10/2026
Last Date & Time for Online Application	15/10/2026
Portal / Application Link	https://www.vimsmch.edu.in/etender
Empanelment / Contract Period	One year, subject to satisfactory performance
Performance Security	Rs.2,00,000/- (Rupees Two Lakh only)

A. NOTICE INVITING EMPANELMENT

Pravara Medicare Pvt. Ltd., c/o. Dr Vithalrao Vikhe Patil Foundation, Vilad Ghat, Ahilyanagar, and Maharashtra - 414111 (hereinafter referred to as the “PMPL”) intends to prepare a panel of eligible and duly licensed suppliers for supply of drugs, medicines, surgical items and medical consumables to its Medical Store(s).

Online applications are invited from **authorised distributors, stockists, wholesalers and chemists** who satisfy the eligibility criteria and agree to the terms and conditions contained in this RFE. Manufacturers may apply only for products manufactured by them or, where they also hold the required wholesale/distribution licences, for such broader supply as is legally permissible and demonstrably within their supply capability.

Applications shall be submitted online through <https://www.vimsmch.edu.in/etender> together with the prescribed documents on or before the notified due date and time. PMPL reserves the right to accept or reject any or all applications, in whole or in part, for recorded administrative/procurement reasons and without incurring any liability to the applicants.

B. DEFINITIONS

Applicant / Bidder: the firm applying for empanelment and/or participating in the subsequent RFQ / rate-contract process.

Empanelled Supplier: an applicant whose empanelment has been approved by PMPL.

Contracted Supplier: an empanelled supplier with whom PMPL has entered into an annual purchase/rate contract.

Medical Store: the Medical Store(s) operated by Pravara Medicare Pvt. Ltd.

Indent / Supply Order: a written or electronically generated requirement issued by the authorized official of the PMPL.

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RFQ: Request for Quotation issued to empanelled suppliers for determining the commercial terms / uniform discount.

MRP: Maximum Retail Price printed on the strip, bottle, pack or unit, inclusive of taxes as applicable under law.

PMPL: Pravara Medicare Pvt. Ltd.

Accepted Discount: the uniform percentage discount accepted by PMPL under the annual purchase rate contract.

1. ELIGIBILITY CRITERIA

- (a) The applicant shall hold valid licences, in the applicable statutory forms, for the manufacture, wholesale, distribution, stocking and/or sale of the categories of allopathic drugs proposed to be supplied, issued by the competent Drug Control / Food and Drug Administration authority under the Drugs and Cosmetics Act, 1940, the Drugs Rules, 1945 and other applicable laws.
- (b) All licences, registrations, approvals, clearances and permissions required for lawful conduct of the applicant's business shall be valid on the date of application and shall remain valid throughout the empanelment and contract period. Any suspension, cancellation, expiry or material restriction shall be reported to PMPL immediately.
- (c) The applicant, and where applicable its proprietor / partners / directors, shall not have been convicted by a competent court for an offence involving spurious, adulterated, misbranded or sub-standard drugs or other material offence under applicable drug laws. Any pending prosecution, investigation or regulatory action of material relevance shall be disclosed.
- (d) The applicant shall have an average annual turnover of not less than Rs. 50,00,000/- (Rupees Fifty Lakh only) during the latest three completed financial years for which audited financial statements are available. The turnover shall be certified by a Chartered Accountant.
- (e) The applicant shall be capable of supplying the range of medicines and consumables normally indented by PMPL. A contracted supplier shall not refuse supplies merely because an item belongs to a particular brand or manufacturer, except where the item is discontinued, unavailable in the market, subject to regulatory restriction/recall, or otherwise genuinely unavailable for reasons beyond the supplier's reasonable control. Such non-availability shall be promptly documented.
- (f) The applicant shall not have been debarred, suspended or blacklisted by any Government, Semi-Government, Public Sector Undertaking, statutory body or reputed healthcare institution as on the application date. Any past debarment that has expired shall be disclosed.
- (g) The applicant's establishment shall be situated in India and shall have lawful premises and storage arrangements suitable for the categories of products handled.
- (h) The applicant shall possess a valid PAN and GST registration, where GST registration is legally applicable.
- (i) The applicant shall have a computerized billing and inventory system capable of recording item description, manufacturer, batch number, manufacturing date, expiry date, MRP, discount, taxable value and GST particulars.
- (j) For temperature-sensitive / cold-chain products, the applicant shall have access to appropriate storage and transportation arrangements in accordance with the product labelling and applicable regulatory requirements.

2. SCOPE OF EMPANELMENT AND PURCHASE CONTRACT

2.1 Empanelment by itself does not guarantee any minimum business, purchase quantity or value. PMPL may issue an RFQ to the empanelled suppliers, normally on an annual basis, based on an indicative list of medicines and consumables expected to be required during the contract period.

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2.2 The RFQ shall require bidders to quote a uniform percentage discount on the Quoted Rate of items, irrespective of brand or manufacturer, subject to the statutory price controls and conditions stated in this document.

2.3 PMPL may enter into an annual purchase rate contract with one or more empanelled suppliers offering the highest acceptable uniform discount and meeting all technical, statutory and service requirements.

2.4 Where more than one supplier is contracted, PMPL may distribute orders among contracted suppliers having the same accepted discount or who agree in writing to match the accepted discount. Purchase allocation may take into account availability, urgency, past supply performance, shelf life, manufacturer authorisation, therapeutic/clinical requirements and continuity of supply.

2.5 PMPL is not bound to procure its entire requirement from any one supplier and may procure outside the panel in an emergency, during non-availability, regulatory recall, supply failure, or where patient care requires a specific item that the contracted supplier cannot supply in time.

2.6 No supplier shall claim exclusivity, minimum order quantity or compensation merely by virtue of empanelment or award of a rate contract.

3. PRICING AND COMMERCIAL TERMS

3.1 The bidder shall quote a uniform discount, expressed as a percentage, on Quoted Rate for all items to be supplied under the contract, except where a separate category or exception is specifically permitted in the RFQ.

3.2 The MRP is inclusive of applicable taxes. The supplier shall issue a valid GST tax invoice showing taxable value, discount and GST separately for accounting purposes; however, the total amount payable by PMPL for an item shall not exceed the applicable Rates less the accepted discount.

3.3 For medicines or formulations subject to price control, the supplier shall comply with the Drugs (Prices Control) Order, 2013, as amended from time to time, and applicable notifications/orders of the National Pharmaceutical Pricing Authority. PMPL shall not be charged more than the legally permissible ceiling/retail price, as applicable, after giving effect to the accepted contractual discount wherever relevant.

3.4 Any reduction in MRP, statutory ceiling price, notified retail price or other legally applicable maximum price during the contract shall take effect immediately for subsequent supplies.

3.5 The accepted price/discount shall include all ordinary costs of packing, forwarding, cartage, loading, unloading, transportation and delivery to the place specified in the indent, unless the RFQ expressly provides otherwise.

3.6 The accepted Percentage Margin between MRP and discounted Rate shall remain valid throughout the contract period, subject to the best-price provision in Clause 15 and statutory price revisions.

4. PERFORMANCE SECURITY

4.1 Upon award of the annual purchase rate contract, the contracted supplier shall furnish a Performance Security of Rs. 2,00,000/- (Rupees Two Lakh only) in the form of a Bank Guarantee issued by a Scheduled Bank or by Demand Draft in favour of 'Pravara Medicare Pvt. Ltd., Ahilyanagar'.

4.2 The Performance Security shall remain valid throughout the contract period and for six months thereafter, including any formally approved extension of the contract.

4.3 No interest shall be payable by PMPL on the Performance Security.

4.4 The Performance Security may be invoked or forfeited, wholly or partly, after giving the supplier a reasonable opportunity to explain, in the event of material or repeated breach, including unjustified refusal/non-supply, persistent delay, overcharging, supply of substituted items without approval, or failure to comply with contractual obligations.

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4.5 In cases involving spurious, adulterated, misbranded, counterfeit, expired or materially sub-standard drugs, wilful fraud, tampering or serious patient-safety risk, PMPL may reject the supply, suspend further orders, terminate the contract and invoke the Performance Security, without prejudice to reporting the matter to the competent regulatory authority and pursuing other remedies available in law.

4.6 Where the supplier fails to supply an accepted Purchase Order without valid reason, PMPL may procure the item from an alternate source and recover any reasonable additional procurement cost from amounts due to the supplier or from the Performance Security, after notice.

5. PERIOD OF EMPANELMENT / CONTRACT

(a) The empanelment and annual purchase rate contract shall ordinarily be valid for one year from the effective date stated in the award/contract, subject to satisfactory performance and continued statutory eligibility.

(b) Supply orders may be placed up to the last date of the contract. An order validly issued on or before the last date shall be honoured in accordance with the contract even if actual delivery falls after expiry of the contract.

(c) Any extension, if considered necessary by PMPL, shall be in writing and on mutually accepted terms, with corresponding extension of the Performance Security.

6. DOCUMENTS ESTABLISHING ELIGIBILITY

- Self-attested copies of all valid drug licences / wholesale licences / manufacturing licences, as applicable.
- PAN and GST registration certificate, where applicable.
- Certificate of constitution / registration of the firm, partnership deed, LLP/company incorporation documents or Shop and Establishment registration, as applicable.
- Audited financial statements for the latest three completed financial years for which audited accounts are available.
- Turnover certificate for the same period, duly certified by a Chartered Accountant.
- Self-declaration / affidavit regarding no blacklisting or debarment and disclosure of any past debarment.
- Self-declaration / affidavit regarding no relevant conviction and disclosure of any pending material prosecution/regulatory proceeding under the Drugs and Cosmetics Act, 1940, Drugs Rules, 1945, Drugs (Prices Control) Order, 2013, or other applicable drug law. A valid No Conviction Certificate from the competent Drug Control Authority may also be submitted where available.
- Details of authorised signatory together with authority letter / board resolution / power of attorney, as applicable.
- Details of computerized billing and inventory system and contact details for order coordination.
- Any manufacturer authorisation / distributorship / stockist certificates considered relevant to the product range proposed to be supplied.

7. PROCEDURE FOR APPLICATION

7.1 The applicant shall ensure that the online application is complete in all respects and that the required documents are uploaded on or before the notified due date and time at <https://www.vimsmch.edu.in/etender>.

7.2 PMPL shall not be responsible for non-receipt, incomplete upload or delayed submission arising from connectivity, system, applicant-side technical or other issues. Applicants are therefore advised to complete submission well before the deadline.

7.3 All costs of preparing and submitting the RFE application and subsequent RFQ shall be borne by the applicant.

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7.4 PMPL may seek clarification or additional documentary evidence, but shall not be obliged to permit an applicant to cure a material eligibility deficiency after the due date.

8. RIGHT TO ACCEPT / REJECT AND ISSUE CORRIGENDA

8.1 Applications received after the due date/time or applications materially incomplete in respect of eligibility may be rejected.

8.2 PMPL reserves the right to accept or reject any or all applications, in whole or in part, and to cancel, suspend or re-initiate the empanelment process, without creating a right to compensation in favour of any applicant.

8.3 Any material change in eligibility criteria, scope or commercial conditions prior to closure of the application / RFQ shall be communicated through a written corrigendum or addendum made available to all concerned applicants/bidders through the same notified channel.

8.4 After award, any material modification of the purchase rate contract shall be made only through a written amendment duly authorised by the parties.

9. PURCHASE ORDER, DELIVERY AND QUALITY OF SUPPLIES

(a) Supply shall be made only against an authorised indent / supply order issued by PMPL. Delivery shall be made at the PMPL Medical Store or other location stated in the indent during notified working hours.

(b) Routine supplies shall be delivered as soon as possible and in any event not later than 5-7 working days from receipt of the Purchase Order, unless a shorter period is specifically agreed for urgent/critical requirements.

(c) Where the Purchase Order specifies a particular brand, strength, dosage form, pack size or manufacturer, no substitution shall be made without prior written approval of the authorized PMPL official.

(d) Medicines shall be sourced from duly licensed manufacturers and shall comply with the Drugs and Cosmetics Act, 1940, Drugs Rules, 1945, applicable pharmacopoeial/approved specifications, and applicable Good Manufacturing Practices / Schedule M requirements, as amended from time to time.

(e) Supplies shall be in the original sealed manufacturer's packing, bearing legible batch number, manufacturing date, expiry date, MRP and other statutory particulars. The pack configuration should be reasonably nearest to the quantity ordered unless otherwise directed.

(f) At least 50% of the total approved shelf life of the product shall remain on the date of delivery. Where the total approved shelf life is 24 months or more, PMPL may ordinarily require not less than 12 months' remaining shelf life. Any exception for inherently short-shelf-life or urgently required products shall require prior written acceptance.

(g) The supplier shall record on the delivery document / invoice, as applicable, the item name, manufacturer, batch number, manufacturing date, expiry date, MRP, quantity and other particulars required by PMPL.

(h) Cold-chain and temperature-sensitive items shall be transported and delivered under the storage conditions stated on the approved label. Where reasonably required, PMPL may seek evidence of maintenance of the required temperature conditions.

(i) The supplier shall not discontinue supplies under an active contract without giving at least 30 days' prior written notice, except where supply is prevented by regulatory action, manufacturer recall, force majeure or other circumstances beyond reasonable control. Such circumstances shall be notified immediately.

(j) **PMPL** may reject goods that are damaged, leaking, tampered, incorrectly supplied, short in quantity, improperly labelled, expired, near expiry contrary to Clause 9(f), or otherwise non-compliant. Rejected goods shall be removed and replaced by the supplier at its own cost within the period specified by PMPL.

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10. PRODUCT RECALLS, ADVERSE QUALITY REPORTS AND REGULATORY ACTION

- 10.1** The supplier shall immediately notify PMPL of any manufacturer recall, regulatory alert, suspension, prohibition or quality complaint relating to any batch supplied under the contract.
- 10.2** Affected stock shall be identified, segregated and replaced/refunded promptly, as directed by PMPL and applicable regulatory requirements.
- 10.3 PMPL** may independently report suspected spurious, adulterated, misbranded or sub-standard products to the competent authority and may withhold payment for the affected supplies pending resolution.

11. PRESENTATION OF BILLS

- (a)** The supplier shall submit the original tax invoice / bill to the designated office for supplies actually delivered and accepted.
- (b)** The bill shall clearly indicate the item description, strength, dosage form/pack size, quantity, MRP, agreed discount, taxable value, GST particulars, manufacturer, batch number, manufacturing date, expiry date, indent/supply order number and date, and any other information reasonably required by PMPL.
- (c)** The bill shall be supported by the original or system-generated Purchase Order/ delivery acknowledgement duly certified by the authorized official of PMPL with date and official authentication.
- (d)** Incomplete or discrepant bills may be returned for correction. The payment period shall be reckoned from the date of receipt of a complete and correct bill together with all supporting documents.

12. PAYMENT

- 12.1** Payment of complete and undisputed bills will normally be arranged within 30 working days from the date of receipt of the complete bill and supporting documents, subject to verification and acceptance of the supplies.
- 12.2** No interest or damages shall ordinarily be payable by PMPL for delay in payment arising from verification, documentation deficiencies, disputes, statutory deductions, administrative processing or other reasonable causes.
- 12.3** The supplier shall provide complete bank account details, PAN, GST details and any other information required for statutory deductions and electronic payment.
- 12.4 PMPL** may withhold or set off disputed amounts, excess payments, overcharges, cost of rejected/short supplies, risk-purchase differential or other recoverable amounts against sums otherwise payable to the supplier, after due notice.

13. CORRUPT, FRAUDULENT OR UNETHICAL PRACTICES

- (a)** The applicant/supplier shall observe the highest standards of integrity, ethics and transparency during empanelment, RFQ, contract award and execution.
- (b)** The applicant/supplier shall not offer, give, receive or solicit anything of value to improperly influence any official, employee or representative of PMPL in relation to the empanelment or contract.
- (c)** The applicant/supplier shall not misrepresent facts, submit forged or misleading documents, collude with other bidders, manipulate quotations or conceal material information.
- (d)** If PMPL determines, on reasonable material, that an applicant / supplier has engaged in corrupt, fraudulent, collusive or unethical practice, it may reject the application, suspend empanelment, terminate the contract, forfeit/invoke the Performance Security and/or debar the supplier for an appropriate period, after giving reasonable opportunity to respond except where immediate suspension is required to protect patient safety or evidence.

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(e) The foregoing remedies are without prejudice to reporting any suspected offence or regulatory violation to the competent authority.

14. BREACH, SUSPENSION AND TERMINATION

14.1 Without prejudice to other contractual or legal remedies, PMPL may suspend supplies or terminate the contract, in whole or in part, for material or repeated breach, including:

- supply of spurious, adulterated, counterfeit, materially sub-standard, expired or unauthorised substitute medicines;
- repeated delay, unjustified refusal, persistent non-supply or abandonment of supply obligations;
- overcharging, false billing or failure to pass on applicable statutory price reductions;
- failure to maintain required licences, registrations or statutory eligibility;
- serious breach of storage, cold-chain, recall or patient-safety requirements;
- fraud, corruption, collusion or material misrepresentation;
- failure to cure any other material breach within a reasonable period specified in a written notice.

14.2 In urgent cases involving patient safety, suspected spurious/expired drugs, fraud, licence suspension or regulatory prohibition, PMPL may suspend further orders with immediate effect pending investigation.

14.3 Where a breach is curable, PMPL shall ordinarily issue a written notice specifying the breach and a reasonable period for rectification before termination.

14.4 If any overpayment or disputed/excess amount is identified before or after payment, the supplier shall refund the amount or permit recovery/set-off. Non-conforming medicines shall be replaced or their cost refunded, as directed by PMPL.

15. APPLICABILITY OF BEST PRICE / HIGHER DISCOUNT

15.1 If, during the period of the rate contract, a contracted supplier offers a higher discount or a lower effective price for the same medicine/product to another purchaser under substantially similar commercial conditions, the supplier shall extend the same benefit to PMPL from the effective date of such lower price/higher discount.

15.2 For this purpose, substantially similar commercial conditions shall take into account product identity, pack size, quantity/volume, payment terms, delivery location, freight, promotional schemes, free goods, taxes and other material conditions.

15.3 Where multiple contracted suppliers exist, PMPL may notify the revised accepted discount/price and offer the other contracted suppliers a reasonable opportunity, ordinarily 15 days, to match the revised terms for future allocation of orders.

16. INDEMNITY

The supplier shall indemnify and keep indemnified PMPL and their authorised officers against direct losses, claims, proceedings, liabilities, costs and damages arising from the supplier's breach of law or contract, negligence, wilful misconduct, supply of defective/spurious/adulterated/expired products, infringement of third-party rights, or acts/omissions in connection with performance of the contract, except to the extent caused by PMPL's own negligence or wilful misconduct.

17. FORCE MAJEURE

17.1 Neither party shall be treated as being in default to the extent performance is prevented by an event beyond its reasonable control, including natural disaster, epidemic/pandemic restriction, war, riot, government prohibition, transport shutdown, regulatory recall or similar event, provided that the affected party promptly notifies the other party and takes reasonable steps to mitigate the effect.

17.2 Force majeure shall not excuse obligations that had already fallen due before the event, nor shall it prevent PMPL from procuring urgently required medicines from alternate sources.

18. DISPUTE RESOLUTION AND ARBITRATION

- 18.1** The parties shall first attempt in good faith to resolve any dispute or difference arising out of or in connection with the empanelment/purchase contract through mutual discussions between authorised representatives.
- 18.2** If the dispute remains unresolved for 30 days after written notice of the dispute, it shall be referred to a sole independent arbitrator mutually appointed by the parties.
- 18.3** If the parties fail to agree on the appointment of the sole arbitrator, the appointment shall be made in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.
- 18.4** The arbitrator shall make the disclosures and satisfy the independence and impartiality requirements prescribed under applicable law.
- 18.5** The seat and venue of arbitration shall be Ahilyanagar, Maharashtra, unless otherwise mutually agreed. The proceedings shall be conducted in English. The arbitral award shall be final and binding, subject to remedies available under applicable law.

19. GOVERNING LAW AND JURISDICTION

The RFE and any contract arising from it shall be governed by the laws of India. Subject to Clause 18 relating to arbitration, courts having territorial jurisdiction at Ahilyanagar, Maharashtra shall have jurisdiction over matters arising from the contract.

20. NOTICES AND COMMUNICATION

All material notices relating to contract award, amendment, breach, suspension, termination, recall, price revision or dispute shall be issued in writing, including by official email or other recorded electronic system notified by PMPL. The supplier shall keep its registered address, email and authorised contact details updated throughout the contract period.

21. GENERAL CONDITIONS

- Empanelment is non-transferable. No assignment or sub-contracting of the core supply obligation shall be made without prior written approval of PMPL and without compliance with applicable drug-licensing requirements.
- The supplier shall maintain records required under applicable drug and tax laws and shall produce relevant records relating to supplies under the contract when lawfully required.
- Failure by PMPL to enforce a contractual right on one occasion shall not constitute waiver of that right.
- If any provision is held invalid or unenforceable, the remaining provisions shall continue to operate to the extent permissible.
- The tender/RFE, subsequent RFQ, supplier's accepted quotation, award letter, purchase rate contract, written corrigenda and authorised amendments shall together constitute the contractual documents. In case of inconsistency, the later duly authorised written document shall prevail to the extent of the inconsistency.

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ANNEXURE A - APPLICATION FOR EMPANELMENT

1. Name of Applicant / Firm	
2. Constitution (Proprietorship / Partnership / LLP / Company / Other)	
3. Registered Address	
4. Address of Licensed Premises / Store	
5. Contact Person & Designation	
6. Mobile / Telephone	
7. Email	
8. PAN	
9. GSTIN	
10. Drug Licence No(s). & Validity	
11. Nature of Business (Distributor / Stockist / Wholesaler / Chemist / Manufacturer)	
12. Years in Business	

Declaration: I/We certify that the information and documents submitted are true and complete. I/We have read and accept the terms and conditions of the RFE and undertake to maintain all statutory licences and eligibility during the empanelment/contract period.

Place: _____ Date: _____

Authorised Signatory
Name: _____
Designation: _____
Seal

ANNEXURE B - TURNOVER DETAILS

Financial Year	Annual Turnover (Rs.)	CA Certificate / Reference

Average Annual Turnover for the above period: Rs. _____

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ANNEXURE C - DECLARATION REGARDING CONVICTION / REGULATORY ACTION / BLACKLISTING

I/We hereby declare that, except as specifically disclosed below, the applicant firm and its proprietor/partners/directors have not been convicted by a competent court for any material offence relating to spurious, adulterated, misbranded or sub-standard drugs; the applicant is not presently blacklisted/debarred by any Government, Semi-Government, Public Sector Undertaking, statutory body or reputed healthcare institution; and there is no undisclosed material regulatory proceeding that would affect the applicant's ability to lawfully perform the proposed supply contract.

Disclosures, if any: _____

Place: _____ Date: _____

Authorised Signatory

Name: _____

Designation: _____

Seal

ANNEXURE D - COMMERCIAL BID / UNIFORM DISCOUNT

To be submitted in the format and manner specified in the RFQ issued to empanelled suppliers.

Category	Uniform Discount (%) on Quoted Rate	Remarks / Permitted Exceptions
Drugs, medicines, surgicals and medical consumables covered by the RFQ	_____ %	As permitted in RFQ, if any
Any separately notified category (if applicable)	_____ %	Specify

Commercial declaration: The quoted discount is inclusive of all ordinary costs of packing, forwarding and delivery and will remain applicable for the contract period, subject to statutory price revisions and the best-price clause. GST shall be shown in the tax invoice as required by law; the total payable shall not exceed the negotiated Rates/ applicable statutory maximum price, as relevant.

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ANNEXURE E - CHECKLIST OF DOCUMENTS

Sr. No.	Document	Submitted (Yes/No)
1	Online application completed	
2	Drug licence(s)	
3	PAN	
4	GST registration	
5	Constitution/registration documents	
6	Audited financial statements - 3 years	
7	CA-certified turnover statement - 3 years	
8	No-blacklisting / debarment declaration	
9	Conviction / regulatory action declaration	
10	Authorised signatory document	
11	Manufacturer authorisation / distributorship certificates, where applicable	
12	Other documents specified in corrigendum / RFQ, if any	

End of Document