



**Government of Maharashtra  
Maharashtra Medical Goods Procurement  
Authority (MMGPA)**

**Non-Comprehensive Annual Maintenance  
Contract (AMC) for IT Equipment**

Address :  
1st Floor, Aarogya Bhawan  
St. George's Hospital Compound,  
Near C.S.M.T. Railway Station, Mumbai – 400 001.  
Maharashtra

Contact :  
Website :<http://mahatenders.gov.in>  
Email: [maha.mmghpa2023@gmail.com](mailto:maha.mmghpa2023@gmail.com)  
Phone : 022-22621186 / 022-22621973

## Index

<b>Sr. No.</b>	<b>Particulars</b>
<b>1</b>	<b>Introduction</b>
<b>2</b>	<b>Scope of Work</b>
<b>3</b>	<b>Service Conditions / Service Level Agreement (SLA)</b>
<b>4</b>	<b>Preventive Maintenance</b>
<b>5</b>	<b>Replacement of Parts</b>
<b>6</b>	<b>General Terms and Conditions</b>
<b>7</b>	<b>Penalty Clause</b>
<b>8</b>	<b>Payment Terms</b>
<b>9</b>	<b>Vendor Responsibilities</b>
<b>10</b>	<b>Responsibilities of MMGPA</b>
<b>11</b>	<b>Contract Validity and Termination</b>
<b>12</b>	<b>Jurisdiction</b>
<b>13</b>	<b>Annexure – A : List of Equipment Covered under AMC</b>
<b>14</b>	<b>Annexure – B : Complaint / Service Report Format</b>
<b>15</b>	<b>Annexure – C : Preventive Maintenance Checklist</b>
<b>16</b>	<b>Annexure – A: Printer and Cartridge List (For Printer)</b>
<b>17</b>	<b>Annexure – B: Cartridge Supply Report Format (For Printer)</b>

## **1. Introduction**

Maharashtra Medical Goods Procurement Authority (MMGPA), Mumbai intends to engage a competent and experienced service provider for Non-Comprehensive Annual Maintenance Contract (AMC) for maintenance of various IT equipment such as Desktop Computers, Laptops, Printers and related peripherals installed at the office premises of MMGPA.

The AMC shall be executed on “As-Is-Where-Is” basis and shall cover preventive as well as corrective maintenance services to ensure proper functioning, reliability, and continuity of the IT infrastructure. The selected vendor shall provide periodic preventive maintenance, on-site technical support, troubleshooting, and repair services as per the terms and conditions specified in this document.

The objective of this AMC is to ensure efficient operation, minimum downtime of equipment, and timely technical support for all devices covered under the contract.

## **2. Scope of Work**

The Non-Comprehensive Annual Maintenance Contract (AMC) shall be executed on “As-Is-Where-Is Basis” for the IT equipment installed at the office premises of Maharashtra Medical Goods Procurement Authority (MMGPA), Mumbai.

The scope of work shall include preventive as well as corrective maintenance services for the equipment listed under this contract to ensure smooth and uninterrupted functioning.

Software support shall be limited to operating system issues, drivers, antivirus, and basic configuration. Licensed or proprietary application software shall remain outside AMC scope unless separately agreed in writing.

Under this AMC, the vendor shall provide two maintenance visits every month (at 15-day intervals) and on-site technical support whenever required for troubleshooting, repair, and restoration of equipment.

The AMC shall cover inspection, cleaning, system optimization, software support, troubleshooting, and repair services. Since this is a Non-Comprehensive AMC, the contract shall cover service and labour charges only, while spare parts or hardware components required for replacement shall be charged separately with prior approval of MMGPA.

Any service not specifically mentioned under the scope of this contract shall be treated as outside the purview of AMC and may be undertaken only with prior approval of MMGPA.

### **3. Service Level Agreement (SLA)**

The vendor shall provide maintenance and technical support services as per the following Service Level Agreement (SLA) to ensure timely response and resolution of complaints related to the equipment covered under AMC.

#### **i. Personnel Deputation:**

The vendor shall depute at least one qualified engineer/technician twice every month (full-day visits at 15-day intervals) and additionally whenever required. The engineer shall possess minimum two years of experience in troubleshooting IT infrastructure and related equipment.

#### **ii. Response Time:**

- Critical Issues: Within 4 hours of complaint registration.
- Non-Critical Issues: Within 24 hours of complaint registration.

#### **iii. Resolution Time:**

General technical issues such as software errors, virus removal, driver updates, and peripheral faults shall be resolved within 12 hours from the time of complaint registration.

#### **iv. Spare Parts Availability:**

Based on the equipment list provided under Annexure-D, the vendor shall maintain adequate stock of commonly required spare parts to ensure timely repairs. Failure to maintain adequate spare parts stock resulting in delay of repairs shall be treated as a delay attributable to the vendor for the purpose of SLA enforcement and penalty.

#### **v. Time Extension:**

In case any specific spare part is not available, the vendor shall formally seek approval from MMGPA for extension of resolution time.

#### **vi. Extension Limit:**

Such extension shall be applicable only for Battery or Motherboard related issues and the total resolution time may be extended up to a maximum of 48 hours from the complaint registration.

#### **vii. Major Hardware Faults:**

Major faults such as broken screens, motherboard failure, or printer fuser unit failure rendering the equipment non-functional shall be rectified within 15 working days, failing which MMGPA reserves the right to carry out the repair at the risk and cost of the vendor.

#### **viii. Standby Arrangement:**

- If equipment cannot be repaired within 12 hours or is required to be taken off-site for repair, the vendor shall provide a standby unit of equivalent or higher configuration to

ensure continuity of work.

- For the purpose of standby arrangements, 'equivalent configuration' shall mean equipment capable of performing the same functions with similar or better performance and compatibility without affecting official work

### **For Printer :**

#### **1. Delivery Schedule**

- i. The vendor shall deliver cartridges within 3 working days from receipt of purchase order.
- ii. In urgent cases, the vendor shall ensure delivery within 24 hours.
- iii. Delivery shall be made at MMGPA office premises, Mumbai.

#### **2. Replacement and Warranty**

- i. All cartridges shall carry a minimum warranty of 6 months or till toner exhaustion, whichever is earlier.
- ii. Any cartridge found defective, leaking, or causing printer malfunction shall be replaced within 48 hours.
- iii. If a faulty cartridge damages a printer, the vendor shall be responsible for repair of the printer.

#### **3. Buy-Back of Empty Cartridges**

- i. The vendor shall collect empty cartridges from MMGPA after replacement.
- ii. The vendor shall offer buy-back value for empty cartridges, which shall be adjusted against the supply invoice.
- iii. The buy-back rates shall be clearly mentioned in the financial bid.
- iv. MMGPA reserves the right to dispose empty cartridges through other authorized agencies if required.

#### **4. Preventive Maintenance**

Preventive maintenance shall be carried out two times every month (at 15-day intervals) during the scheduled visits to ensure proper functioning and longevity of the equipment covered under the AMC.

#### **5. During these visits, the vendor shall perform the following activities:**

- i. Cleaning of all equipment using vacuum air, brush, and soft muslin cloth to remove dust and debris.
- ii. Checking the power supply and grounding to ensure proper electrical safety and stable operation of equipment.
- iii. Inspection of equipment components, ensuring that covers, screws, and switches are properly secured and functioning correctly.
- iv. Virus scanning and removal from systems to maintain system security and performance.
- v. Shifting or relocation of equipment within the office building, whenever required by the Authority

#### **6. Replacement of Parts**

- i. Replacement Standard:
- ii. In case of any dispute regarding the prevailing market rate of spare parts, the determination made by MMGPA shall be final and binding on the vendor. Defective or faulty parts shall be replaced with new parts of the same or higher specification, compatible with the respective equipment, at a price not exceeding the prevailing market rate. In case of any dispute regarding the prevailing market rate of spare parts, the determination made by MMGPA shall be final and binding on the vendor.

#### **iii. Cost of Spare Parts:**

As this is a Non-Comprehensive AMC, the contract shall cover repair and labour charges only. The cost of spare parts or hardware components required for replacement shall be charged separately with prior approval of MMGPA.

#### **iv. Quality of Parts:**

Only genuine OEM (Original Equipment Manufacturer) parts shall be used. Refurbished, duplicate, or substandard parts shall not be accepted.

Wherever applicable, the vendor shall produce OEM authorization / dealership proof for supply of genuine spare parts. MMGPA reserves the right to reject spares found non-genuine without assigning reasons.

**v. Battery Replacement:**

In case of battery replacement, the old battery shall be returned to MMGPA, and buy-back adjustment, if any, may be allowed with prior approval of the Authority.

**vi. Ownership of Replaced Parts:**

All defective parts replaced during the AMC period shall remain the property of MMGPA and shall be handed over to the store in charge.

**7. General Terms and Conditions**

**i. Contract Period:**

The AMC shall be valid for one year from the date of signing and may be extended annually based on satisfactory performance, subject to the same terms and conditions, for a maximum period of three years.

**ii. On-site Support:**

The bidder shall provide on-site maintenance and technical support for PCs, Laptops, and Printers of various makes and models installed at MMGPA.

**iii. Payment Terms:**

Payment shall be made quarterly (25% of the total AMC value) after certification of satisfactory performance by the authorized officer of MMGPA for the respective quarter. No advance payment shall be permissible.

**iv. Liability for Damage:**

The firm shall be responsible for any damage caused to equipment due to negligence or improper handling during maintenance or repair.

**v. Indemnity**

The vendor shall indemnify, defend and hold harmless MMGPA, its officers and employees from and against any loss, damage, penalty, claim, litigation, data loss, injury, or third-party liability arising out of negligence, breach of contract, violation of law, data breach, or acts or omissions of the vendor or its personnel.

**vi. Subcontracting:**

The AMC services shall not be subcontracted or assigned to any third party without prior approval of MMGPA.

**vii. Completion Certification:**

At the end of the AMC period, both the user section and the AMC vendor shall certify that the equipment covered under the contract is in satisfactory working condition and no complaints are pending.

**viii. Consumables Exclusion:**

Consumables such as printer cartridges, toner, ink, batteries, cables, etc. are excluded from the scope of AMC. However, the vendor may supply these items at mutually agreed rates with prior approval of MMGPA.

**ix. Pre-Inspection:**

Interested vendors may inspect the equipment listed in Annexure-D during working hours before submission of the bid, with prior intimation to MMGPA.

**x. Performance Bank Guarantee**

The successful vendor shall furnish a Performance Security equivalent to 5% of the annual AMC value valid for the AMC period plus 60 days.

**xi. Jurisdiction:**

The contract shall be governed by the laws of India, and all disputes shall be subject to the exclusive jurisdiction of the competent courts at Mumbai, Maharashtra.

**xii. Statutory & Legal Compliance**

The vendor shall comply with all applicable Central and State laws including but not limited to Minimum Wages Act, EPF Act, ESI Act, Contract Labour (Regulation & Abolition) Act, GST laws, Income Tax provisions, and all other statutory obligations. Any liability arising due to non-compliance shall be solely borne by the vendor.

**xiii. Force Majeure**

Neither party shall be liable for delay or failure in performance due to events beyond reasonable control such as natural calamities, epidemics, government restrictions, or acts of God, provided timely written notice is given to the other party.

## **8. Penalty Clause**

- i. If the vendor fails to rectify faults or restore the equipment within the prescribed time limits specified under the Service Level Agreement (SLA), the delay shall be treated as downtime. Downtime shall mean the period from registration of complaint to restoration of equipment functionality, excluding delays approved by MMGPA or arising due to non-availability of spares with prior intimation. If the downtime of any equipment exceeds 21 working days, a penalty of 1% of the total annual AMC value per day shall be imposed for the period of delay.
- ii. The total penalty levied during the AMC period shall be subject to a maximum limit of 10% of the total AMC contract value.
- iii. The penalty amount, if any, shall be deducted from **the quarterly AMC payment** or any other dues payable to the vendor.
- iv. In case of repeated failure to provide satisfactory services, MMGPA reserves the right to terminate the contract and arrange maintenance services through alternative means at the risk and cost of the vendor.

## **9. Payment Terms**

- i. Payment for the AMC services shall be made on a quarterly basis, amounting to 25% of the total annual AMC value for each quarter.
- ii. The payment shall be released only after certification of satisfactory performance of the AMC services by the authorized officer of MMGPA for the respective quarter.
- iii. No advance payment shall be made under this contract.
- iv. The vendor shall submit the invoice/bill along with service reports and necessary supporting documents for the quarter to process the payment.
- v. Any penalty or deductions, if applicable as per the terms of the contract, shall be adjusted from the payment due to the vendor.
- vi. MMGPA may withhold or defer payments partially or fully in case of unresolved complaints, SLA failures, or incomplete documentation.

## **10. Vendor Responsibilities**

- i. The vendor shall deploy qualified and experienced technical personnel for carrying out maintenance and repair of the equipment covered under the AMC.
- ii. The vendor shall ensure timely response and resolution of complaints as per the Service Level Agreement (SLA).

- iii. The vendor shall maintain adequate stock of commonly required spare parts, tools, and consumables necessary for prompt repair and to minimize downtime of equipment.
- iv. The vendor shall maintain a service/call register recording details of complaints received, action taken, visits made, parts replaced, and downtime of equipment. The register shall be verified periodically by the authorized officer of MMGPA.
- v. The vendor shall ensure that all maintenance and repair activities are carried out carefully and professionally, without causing any damage to the equipment or office infrastructure.
- vi. The vendor shall comply with all applicable rules, safety standards, and instructions issued by MMGPA during the execution of AMC services.
- vii. The vendor shall maintain strict confidentiality of all official data, documents, and information accessed during maintenance activities and shall not disclose such information to any unauthorized person.
- viii. The vendor shall not copy, transfer, store, photograph, or access any data except strictly for maintenance purposes. Use of USB drives, external media, or cloud tools is prohibited without written authorization. Any breach shall be treated as a material breach, leading to immediate termination and recovery of damages.

ix. **Data Backup Responsibility:**

Before undertaking any repair, troubleshooting, or replacement activity on equipment such as Desktop Computers, Laptops, or storage devices, the vendor's engineer shall ensure that necessary data backup is taken in coordination with the concerned user/section.

Maintenance or repair work shall be carried out only after confirming that the required backup has been completed, so as to prevent any loss of official data.

The vendor shall be fully responsible for any data loss, corruption, or cybersecurity incident arising during maintenance activities. MMGPA shall not be responsible for any data loss or corruption occurring during maintenance or repair activities. Entire liability shall lie with the vendor.

x. **Audit and Inspection**

MMGPA reserves the right to inspect, audit, and verify service records, spares, invoices, and compliance documents at any time. Failure to produce records shall be treated as breach of contract.

## **11. Responsibilities of MMGPA**

- i. MMGPA shall provide the vendor with access to the equipment covered under the AMC during working hours for carrying out maintenance and repair activities.
- ii. MMGPA shall designate an authorized officer/representative to coordinate with the vendor for reporting complaints, scheduling maintenance visits, and verifying service reports.
- iii. MMGPA shall ensure that equipment covered under AMC is operated under normal working conditions and in accordance with the manufacturer's guidelines.
- iv. MMGPA shall provide necessary power supply, working space, and basic infrastructure support required for carrying out maintenance work.
- v. MMGPA shall verify and certify the service reports submitted by the vendor after completion of maintenance or repair work.
- vi. MMGPA shall process quarterly payments to the vendor after certification of satisfactory performance of AMC services, as per the terms of the contract.
- vii. MMGPA shall intimate the vendor promptly in case of any malfunction or breakdown of equipment to enable timely maintenance and repair.

## **12. Contract Validity and Termination**

- i. The Annual Maintenance Contract (AMC) shall remain valid for a period of one year from the date of signing of the agreement, unless terminated earlier as per the provisions of this contract.
- ii. The contract may be extended annually based on satisfactory performance of the vendor, subject to mutual agreement and fulfilment of all terms and conditions, for a maximum period of three years.
- iii. MMGPA reserves the right to terminate the contract at any time by giving one month's written notice to the vendor, if the services provided are found to be unsatisfactory or not in accordance with the terms of the contract.
- iv. In case of serious breach of contract conditions, negligence, or failure to provide services as per the Service Level Agreement (SLA), MMGPA may terminate the contract with immediate effect without any further liability. Except in cases of gross negligence or material breach, MMGPA shall provide a cure period of 7 days to the vendor to rectify deficiencies before termination.
- v. Any data breach, security violation, or unauthorized access shall result in immediate termination without notice.

- vi. Upon termination or expiry of the contract, the vendor shall ensure handover of all service records, reports, and replaced parts belonging to MMGPA and clear any pending obligations under the contract.

### **13. Jurisdiction**

This contract shall be governed by and interpreted in accordance with the laws of India. Any dispute, difference, or claim arising out of or in connection with this contract shall be subject to the exclusive jurisdiction of the competent courts located in Mumbai, Maharashtra.

### **14. Dispute Resolution**

#### **i. Amicable Resolution:**

In the event of any dispute, difference, or claim arising out of or relating to this Annual Maintenance Contract (AMC), the parties shall first endeavour to resolve the same amicably through mutual discussions.

#### **ii. Departmental Resolution:**

If the dispute is not resolved amicably, the matter shall be referred to the competent authority appointed by MMGPA, whose decision shall be communicated in writing after due consideration and shall be final at the departmental level

#### **iii. Arbitration:**

If the dispute remains unresolved, the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration shall be conducted by a sole arbitrator, with the seat and venue of arbitration at Mumbai, and the proceedings shall be conducted in English.

### **15. Survival**

The obligations relating to confidentiality, data protection, indemnity, dispute resolution, jurisdiction, and recovery of dues shall survive the expiry or termination of this contract

## 16. Annexure – A : List of Equipment Covered under AMC

The following IT equipment installed at **Maharashtra Medical Goods Procurement Authority (MMGPA), Mumbai** shall be covered under the **Non-Comprehensive Annual Maintenance Contract (AMC)**.

Sr. No.	Description of Equipment	Quantity
<b>Computer's</b>		
1	PC: Lenovo Desktop Neo 30a 24 Gen (12CE0092IG)	06
2	PC: HP 440 G9 i5	34
3	PC: HP Intel Core i7	36
<b>Laptop's</b>		
4	Laptop: HP 245 G9	02
5	Laptop: HP Intel Core i5	03
<b>Printer's</b>		
6	Printer: HP LaserJet Pro 4004DN (2Z614A)	04
7	MFP: HP LaserJet Pro MFP 4104DW	02
8	MFP: HP LaserJet Pro MFP 329DW	02
9	Printer: HP LaserJet Pro 4004DW	12
10	MFP: Konica Minolta Bizhub 361i	01
11	MFP: HP LaserJet Pro MFP M329DW	01
12	HP LaserJet MFP M438n	01
13	Canon Colour MFP (Model: 4465C018)	01
<b>Projector</b>		
14	Projector Screen	01
15	Projector	01
<b>Other's</b>		
17	Biometric Machine: Essl AI Face Magnum	01
18	CCTV Camera	06
19	Beetel Telephone	09

### **Annexure – B : Complaint / Service Report Format**

**The vendor shall maintain and submit a Service / Complaint Report for every maintenance visit or complaint attended under the AMC. The report shall contain the following details**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
<b>1</b>	<b>Date of Complaint</b>	
<b>2</b>	<b>Complaint Description</b>	
<b>3</b>	<b>Equipment Name / Model</b>	
<b>4</b>	<b>Location / Section /Department</b>	
<b>5</b>	<b>Date &amp; Time of Engineer Visit</b>	
<b>6</b>	<b>Action Taken / Work Done</b>	
<b>7</b>	<b>Parts Replaced (if any)</b>	
<b>8</b>	<b>Status (Resolved / Pending)</b>	
<b>9</b>	<b>Engineer Name &amp; Signature</b>	
<b>10</b>	<b>User / Section Signature</b>	

### **Annexure – C : Preventive Maintenance Checklist**

**The following preventive maintenance activities shall be carried out by the vendor during the scheduled maintenance visits to ensure proper functioning of the equipment covered under AMC.**

<b>Sr. No.</b>	<b>Preventive Maintenance Activity</b>	<b>Status (✓ / X)</b>
<b>1</b>	<b>Cleaning of internal and external parts of equipment using vacuum air, brush, and soft cloth</b>	
<b>2</b>	<b>Checking power supply connections, earthing, and electrical safety</b>	
<b>3</b>	<b>Inspection of cables, connectors, switches, screws, and equipment covers</b>	
<b>4</b>	<b>Checking system boot process and overall system performance</b>	
<b>5</b>	<b>Antivirus update, virus scanning, and removal of malware if detected</b>	
<b>6</b>	<b>Checking operating system functionality and device drivers</b>	
<b>7</b>	<b>Verification of network connectivity and printer connectivity</b>	
<b>8</b>	<b>Checking storage status and system health</b>	
<b>9</b>	<b>Checking peripherals such as keyboard, mouse, monitor, and other connected devices</b>	
<b>10</b>	<b>Ensuring proper ventilation and safe placement of equipment</b>	

<b>11</b>	<b>Verification of equipment working condition after maintenance</b>	
-----------	--	--

**Remark:**

**Engineer Name & Signature:** \_\_\_\_\_

**User / Section Name & Signature:** \_\_\_\_\_ **Date**

**of Preventive Maintenance Visit:** \_\_\_\_\_

**Location / Section:** \_\_\_\_\_

**Name of Equipment / Asset No.:** \_\_\_\_\_

**Next Scheduled Maintenance Date:** \_\_\_\_\_

**For Printer****Annexure – A : Estimated Toner / Cartridge Requirement (Yearly)**

<b>Sr. No.</b>	<b>Printer Model</b>	<b>Printer Quantity</b>	<b>Annual Requirement</b>	<b>Cartridge</b>
1	HP LaserJet Pro 4004DN (2Z614A)	4	170	
2	HP LaserJet Pro MFP 4104DW	2	85	
3	HP LaserJet Pro MFP 329DW	2	85	
4	HP LaserJet Pro 4004DW	12	552	
5	Konica Minolta Bizhub 361i	1	6	
6	HP LaserJet Pro MFP M329DW	1	30	
7	HP LaserJet MFP M438n	1	12	

Total Estimated Requirement

<b>Total Printers</b>	<b>Annual Toner / Cartridge Requirement</b>
<b>23 Printers</b>	<b>910 Toners / Cartridges per Year</b>

**17. Note (For Tender Document)**

The above quantities are approximate estimates based on the current printing usage pattern.

The actual requirement may vary depending upon the printing workload during the contract period.

The vendor shall ensure timely supply of toner cartridges as and when required by MMGPA during the contract period.

**For Printer****Annexure – B : Cartridge Supply Report Format**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
1	Date of Supply	
2	Purchase Order / Indent No.	
3	Printer Model	
4	Toner / Cartridge Model	
5	Quantity Supplied	
6	Empty Cartridge Collected (if applicable)	
7	Vendor Representative Name & Signature	
8	Receiving Officer Name & Signature	