



**HIMACHAL PRADESH NATIONAL LAW UNIVERSITY, SHIMLA**  
16 MILE, SHIMLA-MANDI NATIONAL HIGHWAY, GHANDAL  
DISTRICT SHIMLA, HIMACHAL PRADESH-171014  
Ph. 0177-2779802, 0177-2779803, Fax: 0177-2779802  
Website: <https://hpnlu.ac.in>

Ref no:48-3/25-HPNLU(Tender)/Estt.-40

Date: 31.12.2025

### **NOTICE INVITING QUOTATIONS**

Himachal Pradesh National Law University, Shimla, hereby invites sealed quotations invited in **two bid system** from reputed and resourceful firms having expertise and know-how in the field of Maintenance of online UPS systems for entering into comprehensive Annual Maintenance Contract (AMC) for **2 No (20 KVA) UPS** at Electrical room of HPNLU Campus, Shimla-171014 for the period from **one year** under the following terms and conditions.

<b>1. Company Profile</b>	i) The firm should have experienced Service Engineers for attending to UPS and its related problems as and when occurs. ii) Experience in rendering AMC to any Central/State Govt. Office is desirable.
<b>2. Rate</b>	<b>Rate should be quoted in the enclosed pro-forma of Bidding Sheet - Financial (Annexure-C) only</b> , which should be <b>all inclusive cost for On-site Comprehensive AMC</b> . The rate is to be quoted separately for each item.
<b>3. Validity</b>	The quoted rate should be valid for a minimum period of 90 days.
<b>4. Scope of AMC</b>	(i) Conditional quotation will not be accepted. ii) This office reserves the right to negotiate amongst all L-1 bidders, in case of multiple L-1 bidders. iii) This office however, does not bind itself to accept the L-1 bidder. (iv) <b>The AMC will be comprehensive on-site</b> . The selected vendor is bound to provide support services in respect of all UPSs as given in the Bidding Sheet - Financial ( <b>Annexure-C</b> ). All service calls of UPSs should be redressed immediately. (v) <b>Preventive maintenance</b> will be carried out once in every three months in consultation with the IT section, during the AMC period. Preventive Maintenance will include cleaning, checking the UPS systems and batteries etc. (vi) Replacement and servicing of components is to be done on-site preferably. In extreme case the components may be allowed to be taken to vendor's workshop/authorized service centers with proper documentation. In cases, if the repairing/replacement period is more than 3 days, the vendor has to install a substitute UPS for smooth working of this office etc.

<b>5. Last Date of Submission of Bid &amp; opening of Bid</b>	07.01.2026 at 17:00 Hrs 08.012026
<b>6. Terms and Conditions</b>	Detailed Terms and Conditions are attached as Annexure-A with this NIQ.
<b>7. Payment Terms</b>	Payment will be made on Quarterly basis. AMC payment for the first Quarter will be made on successful completion of the First Quarter period of the AMC.
<b>8. E. M. D.</b>	Earnest Money Deposit of Rs.5,000/= is required to be submitted along with the bid in the form of Demand Draft drawn on any Nationalized/Scheduled Bank in favour of " <b>The Registrar, HPNLU, Shimla</b> " payable at Shimla.
<b>9. Performance Security</b>	Performance Security equivalent to 10% of the total AMC value is to be <b>submitted by the successful vendor</b> in the form of Demand Draft or Bank Guarantee as per Annexure-A, Section-B, Clause-2 of the Terms and Conditions.

In order to participate in the bidding process, bidders should follow the procedure described below for submitting their bids. Failure to do so may result in the bid being eliminated at the examination stage as nonresponsive. Submit sealed envelopes containing technical bid and financial bid separately in the following manner:

**Envelope -I — Technical Bid (Eligibility Criteria)** comprising of documents describing the technical competence and experience of the bidder(s) in the Bidding sheet - Technical (**Annexure-B**) of this document along with a **Bid Application Form on the letter head of the company**. The specimen format of the covering letter is attached as **Format-I** in this tender document.

The envelope has to be sealed and super-scribed as "TECHNICAL BID FOR AMC OF ONLINE UPS".

**Envelope -II – Financial Bid** containing the price bid in the Bidding Sheet - Financial (**Annexure-C**) of this tender document.

The envelope has to be sealed and super-scribed as "FINANCIAL BID FOR AMC OF ONLINE UPS".

Both the Envelope –I and Envelope –II to be placed inside an another Envelope, sealed and super scribed as "BID FOR AMC OF ONLINE UPS " indicating the number and date of this NIT addressed to :

**The Registrar,  
Himachal Pradesh National Law University,  
16 Mile, Shimla-Mandi National Highway  
Ghandal, District -Shimla- 171014**

**The Financial bid of the Bidders who become technically qualified in the bidding process will only be considered for Financial evaluation and selection of L1 bidder.**

The closed covers may be submitted to " Shimla " of this office latest by **07/01/2026** at **17:00 Hrs.** The Technical Bids will be opened on **08/01/2026** . The opening date and time of the Financial Bids will be intimated to the technically qualified bidder later on. The interested firms are advised to inspect the UPS and allied systems in their own interest before quoting rates, as no request for any change in either Rate or Terms & Conditions will be entertained after submission of quotation by the firmson the plea of any lack of information about the systems/machines/networks etc. This office reserves the right to accept/reject any or all of the tenders any time at its discretion without assigning any reasons thereof. In case of any dispute pertaining to the tender the decision of this office shall be final and binding.

## Annexure-A

### TERMS AND CONDITIONS

The following Terms and Conditions are a part of the Main Contract and form an integral part of the same. The clause(s) as mentioned below is/are to be strictly complied during the AMC period.

#### **A. Terms & Conditions:**

1. The Bidder will provide maintenance service to the UPSs and at the rates quoted by them for the period as mentioned against it in Annexure-C of this NIQ. The quoted rates shall remain fixed during the contract period without any escalation on account of any reason whatsoever.
2. The number of UPS items as mentioned in the AMC Bidding Sheet (Annexure-C) may increase or decrease depending upon the age of the assets or decision of the Competent Authority to bring in or exclude from the same under the purview of AMC.
3. The maintenance should be rendered directly by the Bidder. Engagement of any subcontractor / sub-vendor for the purpose will not be accepted.
4. The **AMC is Comprehensive On-Site** and includes free replacement of all type of parts (burnt part also) required for repairing the UPSs except batteries.
5. It is obligatory on the part of the Bidder to attend the service calls of the UPS on priority basis in case of breakdown. The UPSs are to be set right within 2 hours of calls.
6. In cases where the repair/rectification of the UPS items is not feasible onsite, then the components/parts may be allowed to be taken to the vendor's workshop/authorized service centers with proper documentations. If the repair/rectification period is likely to take **more than 3 days**, then the vendor has to install a substitute UPS against the defective one for smooth functioning of this office.
7. However, in any case the faulty UPS is to be set right within 05(four) days. In case of delay beyond that period, the reason for the same is to be intimated in writing to this office. In any case, delay beyond 7 (seven) days will attract a penalty of Rs.1000/- per item per week.
8. Non restoration of the faulty UPS on the ground that parts are not available for repair will not be entertained by this office.
9. The Bidder shall provide Preventive Maintenance including cleaning all the UPSs under contract irrespective of any fault **once in every three months**.
10. If the Bidder fails to give proper maintenance support in any case and this office is compelled to get the work done by any open external agency /market, the total expenditure in this regard shall be recovered from the Bidder. Further, this may also entail the termination of the contract and encashment of the Performance Security furnished by the Bidder.
11. If the Bidder fails to render satisfactory services, the contract awarded to him shall be cancelled without giving any notice or without assigning any reason whatsoever. The Performance Security submitted by the firm shall be encashed and payment due to him, if any, shall be forfeited. In this connection, decision of the Pr. Accountant General (A&E) shall be final.
12. The Bidder shall handover all the UPS of this office which are under the Comprehensive AMC in working condition on expiry of the contract.

#### **B. Payment Terms :**

1. **Payment will be made on Quarterly basis after submission of completion report.**

. In case of imposition of any penalty as per clause above, the proportionate deduction will be made from the subsequent payment, if any or from the Performance Security as the case may be. In the case of any withdrawal of UPS from AMC, the proportionate amount for the same will be deducted from the subsequent bill of the vendor.

**2.** Performance Security @ 10% of AMC value will have to be deposited with this office in the form of Bank Guarantee (as per FORMAT-II) or in Demand Draft drawn on any Nationalized/Scheduled Bank in favour of "**The Registrar, Himachal Pradesh National Law University**," payable at Shimla. The Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations.

**C. Jurisdiction of courts in case of dispute.**

These terms and conditions/contract are governed by laws of India for the time being in force. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been at the place from which the acceptance of tenders have been received i.e. Shimla. Courts of Shimla shall alone have jurisdiction to decide any dispute arising out for in respect of these terms and conditions/

## Annexure-B

### BIDDING SHEET -TECHNICAL

Sl No.	Criteria	Whether met? If so, details thereof with <b><u>Supporting Documents.</u></b>
<b>Minimum Eligibility Criteria</b>		
1	The firm should have regular employees/professionals/engineers on their payroll for attending service/repair of UPS as and when occurs. (Attach the list of the professionals/engineers along with their qualification)	Yes / No
2	The Firm/Vendor should have experience in providing AMC services of UPS to the reputed organization. Experience in rendering AMC to any Central/State Govt. Office is desirable. (Attach copies of the similar work order for the last three financial year).	Yes / No
3.	<b>Bid Application Form</b> as per Format-I of the tender, sealed and signed by the authorized representative of the company.	Yes / No
4.	The bidder should submit a valid Earnest Money Deposit (EMD) in the form of Demand Draft issued by Nationalised/ Scheduled Bank. (Attach Original Demand Draft)	Yes / No
5.	The bidder should have valid PAN Card. (Attach copy of the PAN Card)	Yes / No
6	The bidder should have GST Registration certificate. (Attach copy of the GST Registration certificate)	Yes / No

Place:

Date:

Authorised Signatory  
(For and on behalf of the Agency /Company)

**BIDDING SHEET - FINANCIAL**

<b>SI No.</b>	<b>UPS Capacity</b>	<b>Qty</b>	<b>Make and SI No. of the UPS</b>	<b>Location</b>	<b>Period of AMC</b>	<b>Quoted Rate including all taxes and ancillary costs</b>
1.	20 KVA	01	Legrand KEOR-T 3/3 SI No. 1710P1501005	HPNLU Campus - Electrical Room	<b>1 year</b>	
2.	20 KVA	01	Legrand KEOR-T 3/3 SI No. 1710P1551006	HPNLU Campus - Electrical Room	<b>1 year</b>	
<b>TOTAL:</b>						

Place:  
Date:

Authorised Signatory  
(For and on behalf of the Agency /Company)

**FORMAT-I**

**Covering Letter**

**(The covering letter should be on the Letter Head of the Bidding Company)**

Date: \_\_\_\_\_

Reference No: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company)

Tel.#:

Fax#:

E-mail address#

To

**The Registrar**

**HPNLU, Ghandal**

**Shimla – 171014**

Sub: Response to NIT No..... dated.....  
for AMC of online UPS Systems.

Dear Sir,

We, the undersigned .....  
[insert name of the 'Bidder'] having read, examined and understood in detail, the NIT Document, hereby submit our response to Notice inviting Tender in connection with the Annual Maintenance Contract of online UPS systems.

The details of Earnest Money Submitted:

<b>Tender No.</b>	
<b>EMD submitted</b>	<b>YES / NO</b> (Please strike off whichever is not applicable)
Amount	
<b>Demand Draft Details:</b>	
DD No.	
Date of Issue	
Name of the Bank	
Bank Address	

## **CERTIFICATE AND DECLARATION**

- (a) We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/ documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.
- (b) We confirm that in response to the aforesaid NIT, we have not submitted more than one response to NIT including this response.
- (c) It has been certified that all information provided in NIT is true and correct to the best of my knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged /tampered document(s) are produced with tenderform for gaining unlawful advantage. We understand that **The Registrar, HPNLU, Shimla** herein after called as the Purchaser, is authorized to make enquiry to establish the facts claimed and obtained confidential reports from clients.
- (d) In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, the purchaser is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.
- (e) I/We assure the **purchaser** that neither I/We, nor any of my /our workers, will do any act which is improper / illegal and will indulge in any such acts during the execution in case the tender is awarded to us.
- (f) I/We assure the **purchaser** that I / We will NOT be outsourcing any work specified in the tender document, to any other firm.
- (g) Our Firm / Company / Agency is not blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or any other Govt. Organization.
- (h) I/We certify that, I have understood all the terms & conditions, as indicated in enquiry of the tender document, and hereby give our unconditional acceptance to the same.
- (i) I/We, further certify that I/We, possess all the statutory /non-statutory registrations, permissions, approvals, etc., from the Competent Authority for providing the requisite services.

Yours faithfully,

(Name, Designation and Signature of Authorized Person with Office Seal)

**FORMAT-II**

**Proforma for Bank Guarantee for Contract – Performance bank guarantee**

Reference No. \_\_\_\_\_ Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

**To,  
The Registrar  
HPNLU, Shimla**

Against contract vide advance acceptance of the Tender No. ....  
..... dated ..... covering ‘Annual Maintenance Contract of the online UPS systems’ in the office of the The Registrar, HPNLU, Shimla (hereinafter called the said ‘contract’) entered into between **Office of The Registrar, HPNLU, Shimla,**  
(herein called the Purchaser) and M/s .....  
(*name of the Vendor*) of .....(*address of the Vendor*) (herein called the Vendor/Service Provider) this is to certify that at the request of the Service Provider, we \_\_\_\_\_ (Name of the Bank), are holding in trust in favour of the Purchaser, the amount of **Rs..... (in words)** to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Service Provider of any of the terms and conditions of the said contract and/ or in the performance thereof. We agree that the decision of the Purchaser, regarding whether any breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Service Provider and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We \_\_\_\_\_ (Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Service Provider i.e. till..... (viz. the date up to period of contract plus 60 days) hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ (Name of the Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ (Name of the Bank), notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_ (Name of the Bank), by the Purchaser before the said date.

Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

It is fully understood that this guarantee is effective from the date of the said contract and that

we \_\_\_\_\_(Name of the Bank), undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider shall have no claim against us for making such payment.

We \_\_\_\_\_(Name of the Bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said contract or to extend time of performance by the Service Provider from time to time or to postpone for any time or from time to time any of the power exercisable by the Purchaser against the said Service Provider and to forbear or enforce any of the terms and conditions relating to the said contract and we, \_\_\_\_\_(Name of the Bank), shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Service Provider or for any forbearance by the Purchaser to the said Service Provider or for any forbearance and/ or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the bank or the Service Provider.

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Printed Name \_\_\_\_\_

**(Bank's common seal)**