**STC – Mid Value Domestic General Services**

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| Bidder Name | : | [*insert name of the bidder*] |
| Offer Reference Number and Date | : | [*insert details of the offer*] |
| Offer validity | : | [Sixty (60)] days from the date of submission of the final offer. |
| **Note to bidder**: 1. The terms and conditions specified herein, including any negotiated positions, shall be incorporated in the Service Order that will be issued to the successful bidder. For the purpose of this enquiry, all references to ‘Service Order’ herein shall be read as references to this ‘STC’.
2. The terms and conditions applicable to the SO Documents, other than the commercial terms and conditions set out herein (including any negotiated positions) or any schedules that may be attached, shall be as per the GTC.
3. Please note that it is mandatory for the bidder to insert the applicable response (from options (a) or (b) below) in the ‘Bidder Response’ column for each line item in the table below:
4. Agreed; or
5. Not agreed (in such case, bidder to provide relevant deviation).
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| **Sr. No.** | **Particulars** | **Employer's Terms and Conditions** | **Bidder Response** |
| --- | --- | --- | --- |
|  | **Scope of Work** | [*Insert brief details of the Services proposed to be performed. Detailed scope of work, if any, may be annexed to the Service Order*] | [*Bidder to insert response as per Note (3) above*] |
|  | **Effective Date** | The Effective Date shall mean the date of issuance of the [Service Order/letter of award] by the Employer to the Contractor. [*Retain any one of the above events, as may be applicable*] | [*Bidder to insert response as per Note (3) above*] |
|  | **Site** | The Contractor shall perform the Services at [*Insert the location and address*] and shall have access to the Site from [*insert the date of handover of or access to the Site*]. | [*Bidder to insert response as per Note (3) above*] |
|  | **Completion Schedule** | 4.1 The Contractor shall perform the Services and achieve Completion [as per Milestones set out herein] [*Retain if applicable*] within [*Insert the time period in months or days*] from [the Effective Date] **OR** [the date notified by the Employer as the commencement date, which is inclusive of mobilisation period of [●] ([●]) days]. [*Retain, as may be relevant. If the Services are to be performed on Milestone basis, indicate the completion schedule for such Milestones herein.*]4.2 The Contractor shall complete mobilisation at the Site within [●] ([●]) days of the handing over of the Site by the Employer. [*insert the date for completion of mobilisation at the Site and specify if the Contractor will be paid any mobilisation charges*] | [*Bidder to insert response as per Note (3) above*] |
|  | **Basic Price** | The Basic Price shall be as specified in the Price Schedule set out in ‘Annexure I: Price Schedule’ and shall be payable on a [lumpsum/BOQ] basis. The Basic Price shall be inclusive of applicable Taxes (except GST), labour and other statutory charges, gratuity amounts, cost of materials, consumables, tools and tackles, costs for Contractor’s Equipment, insurance charges, margin, overheads, charges for bank guarantees and [other costs associated with the performance of Services]. [*Specify whether the Basic Price is being paid on a lumpsum basis or BOQ basis. Retain the inclusive charges set out above as applicable and specify other charges being included in the Basic Price, if any.*] | [*Bidder to insert the Basic Price in the Price Schedule*] |
| **SO Price** | The SO Price shall be as specified in the Price Schedule set out in ‘Annexure I: Price Schedule’, which shall be inclusive of GST.  | [*Bidder to insert the Total Price payable in the Price Schedule*] |
|  | **Taxes** | GST shall be paid at actuals, as per the rates specified in the Price Schedule set out in ‘Annexure I: Price Schedule’.  | [*Bidder to insert the applicable GST rates in the Price Schedule*] |
|  | **Payment Terms** | 7.1 [●] percent ([●] %) of the Basic Price (along with applicable GST payable on such Basic Price) shall be paid as an initial advance within [●] ([●]) days from the date of receipt of following documents:1. invoice: one (1) set of original and two (2) sets of copies;
2. Advance Payment Bank Guarantee;
3. Contract Performance Bank Guarantee; and
4. any document evidencing acceptance of the SO Documents.

7.2 [●] percent ([●] %) of the Basic Price (along with applicable GST payable on such Basic Price) shall be paid as a mobilisation advance within [●] ([●]) days from the date of receipt of following documents:1. invoice: one (1) set of original and two (2) sets of copies;
2. Advance Payment Bank Guarantee; and
3. certificate issued by the Employer for satisfactory mobilisation at the Site.

7.3 [●] percent ([●] %) of the Basic Price (along with applicable GST payable on the remaining portion of the Basic Price after payment of any advance) shall be paid on a pro rata basis within [●] ([●]) days after [●] upon submission of the [Running Account Bill/Invoice] (in a manner and form as specified herein) and the following documents:1. tax invoice, including details such as item number, Contractor’s GST identification number and permanent account number: one (1) set of original and two (2) sets of copies;
2. reconciliation statement of Free Issue Materials (if applicable);
3. copy of insurance policies to be procured by the Contractor; and
4. copy of statutory registrations as required for performance of the Services under the SO Documents.

7.4 [●] percent ([●] %) of the Basic Price shall be paid within [●] ([●]) days after Completion and on submission of the following documents:1. [invoice/Final Invoice]: one (1) set of original and two (2) sets of copies;
2. Performance Bank Guarantee;
3. final reconciliation statement of Free Issue Material (if applicable);
4. [no-claim certificate for release of final payment]; and
5. [undertaking for compliance with labour laws].

7.5 [●] percent ([●] %) of the Basic Price shall be paid within [●] ([●]) days after [expiry of Defect Liability Period] and on submission of the following documents:1. Final Invoice: one (1) set of original and two (2) sets of copies;
2. undertaking for compliance with labour laws; and
3. no-claim certificate for release of final payment.

[*Retain the terms of payment as applicable and specify list of documents to be submitted along with the Running Account Bill/Invoice and Final Invoice. In the event any Milestones are prescribed for the performance of the Services, please modify the payment terms accordingly. Please specify the format for the Running Account Bills/Invoices (as applicable) and the details required therein. Please specify any other certificates pertaining to compliance with site-specific requirements, that the Contractor may be required to submit along with the Running Account Bill/Invoice and/or Final Invoice, as applicable. Please note that if the expiry of Defect Liability Period is to be retained as the final payment milestone, the certificates specified for the Completion payment milestone are to be removed.*][*Note: If the Contractor fails to provide a Performance Bank Guarantee, the payment to be made against the payment milestone prior to commencement of the Defect Liability Period shall be retained until expiry of the Defect Liability Period.*] | [*Bidder to insert response as per Note (3) above*] |
|  | **8.1 Delay Liquidated Damages** | [●] percent ([●] %) of the SO Price (along with applicable GST), for each completed week of delay or part thereof, subject to a maximum of [●] percent ([●] %) of the SO Price.  | [*Bidder to insert response as per Note (3) above*] |
| **8.2 Shortfall Liquidated Damages** | [*Retain if applicable. Insert mechanism to calculate Shortfall Liquidated Damages for shortfall in compliance/achievement of Performance Guarantee or specify if such details are annexed to the SO.*] | [*Bidder to insert response as per Note (3) above*] |
| **8.3 Deployment Shortfall Liquidated Damages** | [*Retain if applicable. Insert mechanism to calculate Deployment Shortfall Liquidated Damages for shortfall in deployment of manpower or specify if such details are annexed to the SO.*]  | *Bidder to insert response as per Note (3) above*] |
| **8.4 Overall cap for liquidated damages**  | The [combined] maximum ceiling of the Delay Liquidated Damages, Shortfall Liquidated Damages and Deployment Shortfall Liquidated Damages shall be limited to [●] percent ([●] %) of the SO Price (along with applicable GST payable on such SO Price). | [*Bidder to insert response as per Note (3) above*] |
| **8.5 Other liquidated damages** | Liquidated damages payable by the Contractor for breach of: (i) Safety Requirements shall be levied at the rate as may be specified in ‘Annexure-III: Safety Requirements’; and (ii) Human Resources and Industrial Relations Requirements shall be levied at the rate as may be specified in ‘Annexure-IV: Human Resources and Industrial Relations Requirements’. | [Bidder to insert response as per Note (3) above] |
|  | **9.1 Advance Payment Bank Guarantee** | The Contractor shall submit the Advance Payment Bank Guarantee in the form provided in ‘Annexure VI: Format of Advance Payment Bank Guarantee’, for an amount equal to [●] percent ([●] %) of the SO Price, and which shall be valid and maintained in full force and effect till the date of Completion as per the Completion Schedule, with a claim period of [one (1) month] beyond such validity. [*Retain if applicable*] | [*Bidder to insert response as per Note (3) above*] |
| **9.2 Contract Performance Bank Guarantee** | Within [fifteen (15)] days from the Effective Date, the Contractor shall submit the Contract Performance Bank Guarantee, in the form provided in ‘Annexure-VII: Format of Contract Performance Bank Guarantee’, for an amount equal to [●] percent ([●] %) of the Basic Price, which shall remain valid and effective till the date of [Completion as per the Completion Schedule], with a claim period of [one (1) month] beyond such validity. [*Retain if applicable*] | [*Bidder to insert response as per Note (3) above*] |
| **9.3 Performance Bank Guarantee** | The Contractor shall submit the Performance Bank Guarantee, in the form provided in ‘Annexure-VIII: Format of Performance Bank Guarantee’, for an amount equal to [●] percent ([●] %) of the Basic Price, which shall remain valid and effective till the expiry of the Defect Liability Period, with a claim period of [one (1) month] from the expiry of the Defect Liability Period. [*Retain if applicable*] | [*Bidder to insert response as per Note (3) above*] |
| **9.4 Contract Performance cum Performance Bank Guarantee** | Within fifteen (15) days from the Effective Date, the Contractor shall submit the Contract Performance cum Performance Bank Guarantee, in the form provided in ‘Annexure-IX: Format of Contract Performance cum Performance Bank Guarantee’, for an amount equal to [●] percent ([●] %) of the Basic Price, which shall remain valid and effective till the expiry of the Defect Liability Period, with a claim period of [one (1) month] from the expiry of the Defect Liability Period. [*Retain if applicable*][*Note: This option is to be retained in the event the Contractor is required to provide a cumulative bank guarantee, which will cover both the performance of the scope of work under the SO Documents and obligations during the Defect Liability Period.*] | [*Bidder to insert response as per Note (3) above*] |
|  | **Defect Liability Period**  | The Defect Liability Period shall be for a period of [●] ([●]) months from the date of Completion as per the Completion Schedule. [*Retain if applicable*] | [*Bidder to insert response as per Note (3) above*] |
|  | **MSME Status** | The Contractor is registered as a [micro/small/medium] enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 and the rules and regulations made thereunder. The Contractor shall furnish documentary evidence with respect to its status as a [micro/small/medium] enterprise. [*Retain as may be applicable*][*Note: If the Contractor is not a micro, small or medium enterprise, mention ‘Not Applicable’.*] | [*Bidder to specify if it is registered as an MSME and if yes,* *Bidder to furnish the MSME certificate.*] |
|  | **Specific Agreed Terms** | **Free Issue Material**: [*Insert details of the Free Issue Material proposed to be provided to the Contractor, if applicable.*]**Utilities and Facilities:** [*Insert details (including entity responsible for any costs in respect of such provision) pertaining to the utilities and facilities to be provided to the Contractor.*]**Insurance:** [*Insert details of the insurance policies required to be procured by the Contractor and any other terms pertaining to such insurance policies as may be required by the Employer*][*Insert details (with respect to technical/commercial/quality related points), as applicable, including any specific and unique terms that are agreed with the Contractor on account of the nature or criticality of the Services.*] | [*Bidder to insert response as per Note (3) above*] |

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| **Details of Bidder's Authorised Signatory** |
| Signature  | : | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name | : | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Designation | : | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Stamp | : |  |