

Sl. No.	Company Name	GeM Bid Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
1	M/s QualityKiosk Technologies Pvt. Ltd.	ATC (Additional terms and conditions) 14. Penalties & Liquidated damages	14.1. Penalties/Liquidated damages for delay in Delivery and Installation of Solution/Software would be as under: 14.1.1. Non-compliance of the Supply/delivery as per clause 8.4 will result in imposing penalty of 0.50% on delay in delivery per week or part thereof plus GST by the Bank on the invoice value (exclusive of Taxes) location/office address wise.	Non-compliance of the Supply/delivery shall be solely attributable to Bidder	Bidder has to comply with GeM terms and conditions.
2	M/s QualityKiosk Technologies Pvt. Ltd.	ATC (Additional terms and conditions) 14. Penalties & Liquidated damages	14.1. Penalties/Liquidated damages for delay in Delivery and Installation of Solution/Software would be as under: 14.1.1. Non-compliance of the Supply/delivery as per clause 8.4 will result in imposing penalty of 0.50% on delay in delivery per week or part thereof plus GST by the Bank on the invoice value (exclusive of Taxes) location/office address wise.	We hope if the delay is because of bank in terms of giving the 100 pages or scope then this penalty calculation is not applicable to those period.	Bidder has to comply with GeM terms and conditions.
3	M/s QualityKiosk Technologies Pvt. Ltd.	ATC (Additional terms and conditions) 14. Penalties & Liquidated damages	14.1. Penalties/Liquidated damages for delay in Delivery and Installation of Solution/Software would be as under: 14.1.2. Non-compliance of the Supply/delivery of End Point Detection and Response as per clause 8.4 will result in the imposing penalty of 0.50% on delay in delivery per week or part thereof plus GST by the Bank on the invoice value of End Point Detection and Response (exclusive of Taxes) location/office address wise.	Non-compliance of the Supply/delivery shall be solely attributable to Bidder	The GeM bid Clause stands deleted.
4	M/s QualityKiosk Technologies Pvt. Ltd.	ATC (Additional terms and conditions) 14. Penalties & Liquidated damages	14.1. Penalties/Liquidated damages for delay in Delivery and Installation of Solution/Software would be as under: 14.1.2. Non-compliance of the Supply/delivery of End Point Detection and Response as per clause 8.4 will result in the imposing penalty of 0.50% on delay in delivery per week or part thereof plus GST by the Bank on the invoice value of End Point Detection and Response (exclusive of Taxes) location/office address wise.	We hope if the delay is because of bank in terms of giving the 100 pages or scope then this penalty calculation is not applicable to those period.	The GeM bid Clause stands deleted.
5	M/s QualityKiosk Technologies Pvt. Ltd.	ATC (Additional terms and conditions) 14. Penalties & Liquidated damages	14.1. Penalties/Liquidated damages for delay in Delivery and Installation of Solution/Software would be as under: 14.1.3. However, the total Penalty/LD to be recovered under clause 14.1.1 & 14.1.2 shall be restricted to 5% of the total value of the order (exclusive of Taxes) plus GST.	The Total penalty shall be 5% the last value of the PO or amount billable in last 6 months	Bidder has to comply with GeM terms and conditions.
6	M/s QualityKiosk Technologies Pvt. Ltd.	ATC (Additional terms and conditions) 14. Penalties & Liquidated damages	14.1. Penalties/Liquidated damages for delay in Delivery and Installation of Solution/Software would be as under: 14.1.3. However, the total Penalty/LD to be recovered under clause 14.1.1 & 14.1.2 shall be restricted to 5% of the total value of the order (exclusive of Taxes) plus GST.	We request the total penalty/LD to be recovered is limited monthly value or yearly service cost of the order instead of overall value.	Bidder has to comply with GeM terms and conditions.
7	M/s QualityKiosk Technologies Pvt. Ltd.	ATC (Additional terms and conditions) 14. Penalties & Liquidated damages	14.2. Penalties/Liquidated damages for not maintaining uptime: 14.2.2. The maximum penalty levied under above clause 14.2.1 shall not be more than the 10% (plus GST) of total value of the order (exclusive of taxes) for the month.	The Total penalty in this section shall be 5% the last value of the PO or amount billable in last 3 months if such is solely attributable to Bidder	Bidder has to comply with GeM terms and conditions.



8	M/s QualityKiosk Technologies Pvt. Ltd.	ATC (Additional terms and conditions) 14. Penalties & Liquidated damages	14.2. Penalties/Liquidated damages for not maintaining uptime: 14.2.1. If the selected bidder fails to maintain the guaranteed Uptime during contract period, the penalty for Uptime will be deducted as under: Level of availability calculated on monthly basis Penalty Amount 99.90% and above No penalty Failed to report downtime for pages INR 5000 /- (plus GST) per instance of downtime.	We request the penalty per instance downtime to be kept at 2000 INR/- and maximum penalty of 10% on monthly service value...	The amended Penalties & Liquidated damages for not maintaining uptime is attached to this corrigendum as amended Penalties & Liquidated damages.
9	M/s QualityKiosk Technologies Pvt. Ltd.	ATC (Additional terms and conditions) 14. Penalties & Liquidated damages	14.2. Penalties/Liquidated damages for not maintaining uptime: 14.2.3. If monthly non-reporting is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this GeM or AMC/ATS and invoke PBG, if contracted. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the bidder (including AMC/ATS payments).	We request the penalty per instance downtime to be kept at 2000 INR/- and maximum penalty of 10% on monthly service value...	The amended Penalties & Liquidated damages for not maintaining uptime is attached to this corrigendum as amended Penalties & Liquidated damages.
10	M/s QualityKiosk Technologies Pvt. Ltd.	ATC (Additional terms and conditions) 14. Penalties & Liquidated damages	14.10 All the above LDs are independent of each other and are applicable separately and concurrently.	We kindly request to remove this point from RFP as same is not clear.	Bidder has to comply with GeM terms and conditions.
11	M/s QualityKiosk Technologies Pvt. Ltd.	ATC (Additional terms and conditions) 33. Order Cancellation/Termination of Contract	ATC (Additional terms and conditions) 33. Order Cancellation/Termination of Contract	In such case of where Bank cancel the Agreement then Bank pay the Bidder the amount due and payable for the services rendered and such other cost as incurred for facilitating the service as under the Agreement.	Bidder has to comply with GeM terms and conditions.
12	M/s QualityKiosk Technologies Pvt. Ltd.	ATC (Additional terms and conditions) 45. Indemnity	ATC (Additional terms and conditions) 45. Indemnity	In no event, parties shall be liable for any indirect, special, consequential or incidental damages or loss of revenue or business profits, however caused, even if advised of the possibility of such damages. Maximum liability of Bidder to be capped for the amount received or Billed in last 6 months	Bidder has to comply with GeM terms and conditions.
13	M/s QualityKiosk Technologies Pvt. Ltd.	ATC (Additional terms and conditions) 46. Force Majeure	ATC (Additional terms and conditions) 46. Force Majeure	In case of Force Majeure situation arises if the Bidder is unable to fulfill its obligation then no penalty shall be levied.	Bidder has to comply with GeM terms and conditions.
14	M/s QualityKiosk Technologies Pvt. Ltd.	ATC Annexure -1 Scope of work and Technical Requirements for Automated Active Monitoring for Online Channels	A. Activities in Scope 7. The monitoring should be done using major desktop web browsers, desktop operating systems, mobile devices operating systems and mobile web browsers. Browser to be used will be advised by Bank time to time for each CX journeys.	Monitoring on Unique browser/ OS/ Device/ Location combination is treated as a unique page & billed accordingly.	Bidder has to comply with GeM terms and conditions.
15	M/s QualityKiosk Technologies Pvt. Ltd.	ATC Annexure -1 Scope of work and Technical Requirements for Automated Active Monitoring for Online Channels	D. Consulting services & Competition Benchmark Whenever an issue is recurring, we require consulting services of the Vendor (doing the page monitoring) for helping and identifying RCA (one such consulting per month). All required logs from the backend will also be provided accordingly.	Whether this will be a paid service?	No additional amount to be paid as included in the scope of work.



16	M/s QualityKiosk Technologies Pvt. Ltd.	ATC Annexure -10 Technical Evaluation Criteria	ATC Annexure -10 Technical Evaluation Criteria	We kindly request to consider PO. Latest Invoice as proof of documentary device as implementation experience; so that Number of pages, applications monitored, etc. are very clear for evaluation.	Agreed. Customer reference letter or supporting documents to be submitted with clear break up of information specified under technical evaluation criteria.
17	M/s QualityKiosk Technologies Pvt. Ltd.	Generic	Non Solicitation	During the term of this Agreement and for one (1) year thereafter, neither Party will attempt, directly or indirectly recruit, cause to be recruited, solicit or induce any Resources of the other Party to terminate his or her relationship with such other Party without prior consent in writing.	Bidder has to comply with GeM terms and conditions.
18	M/s QualityKiosk Technologies Pvt. Ltd.	Generic	Exit for Bidder (Suggestion)	The Bidder may terminate the contract by giving 90 days notice period to the Bank in case the Bidder is unable to fulfill its obligation under the contract. In such case the Bank shall pay the Bidder the amount for the services rendered by the Bidder as per the contract	Bidder has to comply with GeM terms and conditions.

Date: 19/08/2022
Place: Bangalore


Deputy General Manager

