



**RFP - SELECTION OF SERVICE PROVIDER
FOR**

COMPREHENSIVE INFORMATION AND CYBER SECURITY ASSURANCE AUDIT - PRE BID QUERIES & RESPONSES

Sl. No	RFP Ref Page no	Section/RFP Clause no	Existing clause Details	Clarification Sought	AIC Response
1	19	3. Schedule of Events	Last Date and Time for Online Bid Submission	We would request you to please provide an extension for the submission by atleast 1 week.	No change in RFP
2	19	3. Schedule of Events	Documents to be submitted physically/online at AIC Head Office: Tender Processing Fee (NEFT/RTGS confirmation with UTR No) NEFT/RTGS confirmation for EMD Other documents supporting Eligibility Criteria, etc. as per RFP document.	Since the mode of payment for tender fee and EMD fee is online and even the bid submission is through online mode only. We request to exempt the offline submission. The details of the EMD and tender fee details can be included in the technical proposal section.	Submission mode is online
3	21	5. RFP document	All the conditions of pre-qualification, detailed requirement of specifications including the terms and conditions in this document are binding on the bidders.	We request Terms & Conditions to be mutually agreed post discussion.	No change in RFP
4	23	6. Scope of Work	Annual IS Audits shall also cover Branches/Regional offices on sample basis, with focus on large and medium Branches/Regional offices, in critical areas like password controls, control of user ids, operating system security, anti-malware controls, maker-checker controls, Identity & Access management, physical security, review of exception reports/audit trails, BCP policy and testing etc.	Please provide the count of branches /regional offices for effort estimation purpose.	AIC has 19 Offices (1- Head Office, 18 Regional Offices),The Details are available on AIC Website.
5	24	7. Conflict of Interest	AIC requires that the Service Provider provide professional, objective, and impartial advice, and at all times hold the Company's interest's paramount, strictly avoid conflicts with other assignment(s)/job(s) or their own corporate interests and act without any expectation/consideration for award of any future assignment(s) from the Company. Without limitation to the generality of the foregoing, the bidders and any of their affiliates shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below: i. Conflicting assignment/job: The bidder (including its personnel/employees) or any of its affiliates shall not undertake any job/assignment which may be in conflict with the present assignment as Information and Cyber Security Bidder. ii. A bidder that has been engaged by AIC to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that bidder, shall not be eligible to participate in this RFP. iii. Conflicting relationships: The bidder (including its personnel/employees) having a business or family relationship with AIC's employee(s) who may be directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job or (iii) supervision of the contract, shall not be awarded contract pursuant to this RFP. The bidders shall be under an obligation to disclose any situation of actual or potential conflict that impacts or may impact its capacity to serve in the best interests of the Company or that may reasonably be perceived as having this effect. If the bidder fails to disclose such conflicts of interest and AIC becomes aware of such a situation at any time, then AIC reserves the right to disqualify the bidder during the bidding process or terminate the contract executed with such bidder after award of contract."	We request you to consider the following: AIC requires that the Service Provider provide professional, objective, and impartial advice, and at all times hold the Company's interest's paramount, strictly avoid conflicts with other assignment(s)/job(s) or their own corporate interests and act without any expectation/consideration for award of any future assignment(s) from the Company. Without limitation to the generality of the foregoing, the bidders and any of their affiliates shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below: i. Conflicting assignment/job: The bidder (including its personnel/employees) or any of its affiliates shall not undertake any job/assignment which may be in conflict with the present assignment as Information and Cyber Security Bidder. ii. A bidder that has been engaged by AIC to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that bidder, shall not be eligible to participate in this RFP. iii. Conflicting relationships: The bidder (including its personnel/employees) having a business or family relationship with AIC's employee(s) who may be directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job or (iii) supervision of the contract, shall not be awarded contract pursuant to this RFP. The bidders shall be under an obligation to disclose any situation of actual or potential conflict that impacts or may impact its capacity to serve in the best interests of the Company or that may reasonably be perceived as having this effect. If the bidder fails to disclose such conflicts of interest and AIC becomes aware of such a situation at any time, then AIC reserves the right to disqualify the bidder during the bidding process or terminate the contract executed with such bidder after award of contract." The Parties acknowledge that the Firm shall have the right to provide consulting or other professional services of any kind or nature whatsoever to any person or entity as the Firm in its sole discretion deems appropriate.	No change in RFP
6	36	35. Indemnity	General Indemnity The Service Provider shall indemnify, defend, save and hold harmless the AIC and its officers, servants, agents and/or AIC controlled entities/enterprises, (the "AIC Indemnified Persons") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Service Provider of any of its obligations under the Contract or from any negligence under the Contract, including any errors or deficiencies in any other document, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of the Contract on the part of the AIC Indemnified Persons.	We request you to consider this clause as well: The Client shall indemnify and hold harmless the Firm against all claims by third parties (contractual or in tort), threatened claims, suits, taxes, penalties, liabilities, damages, costs and expenses, suffered, incurred, arising or expended ("Claims"), directly or indirectly by reason of Firm's performance under this Engagement or from having performed any services to the Client, except in the event of fraud, gross negligence, or willful misconduct on the part of the Firm. However, the Client shall not be liable for any special, consequential, or incidental damages (including but not limited to damages for loss of goodwill and the like) arising out of this Engagement. The indemnity obligations as set out above shall survive the termination or rescission for any reason of the contractual relationship between the Firm and the Client until the expiry of the relevant statute of limitation applicable to any claims.	No change in RFP

7	48	52. Confidentiality	52. Confidentiality Except with the prior written consent of AIC, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.	We request you to consider the following: Confidentiality i) Each Party shall keep the Information of the other Party as confidential and shall employ the same degree of care as it would employ to protect its own confidential and proprietary information, which will in any case not be less than reasonable degree of care. Each Party shall not disclose the other Party's Confidential Information to any third party, except, where required, to its directors, partners, personnel, consultants, employees, officers, agents and its affiliates who have a need to know such Information and who are contractually bound by confidentiality and non-disclosure obligations no less restrictive as those binding each Party under the terms of this Engagement Letter. The Party receiving the Confidential Information is referred to as the " Receiving Party" and the Party disclosing the Confidential information is referred to as the " Disclosing Party". ii) In the event that the Receiving Party or its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information or where the Receiving Party wishes to disclose to its professional indemnity insurers or to its advisors, the Receiving Party agrees that it will, as far as is legally and practically possible, provide the Disclosing Party with prompt notice of such request or requirement in order to enable the Disclosing Party to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed. In any such event, the Receiving Party will use its reasonable efforts to ensure that all Confidential Information and other information that is so disclosed will be accorded confidential treatment. iii) The Receiving Party shall be permitted to retain copies of such Confidential Information as it is required to retain for legal or professional regulatory purposes. The Receiving Party's confidentiality obligations shall	No change in RFP
8	54	61.2 Arbitration	Arbitration: Any dispute which has not been settled amicably between the parties hereto, either of the parties may refer such dispute for Arbitration under. The Arbitration and Conciliation Act, 1996 including all amendments thereto. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by AIC and the Bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Chairman-cum-Managing Director of AIC. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-	The arbitrator should be appointed mutually by both the parties.	No change in RFP
9	73	79.3 Annexure C TECHNICAL BID	References of at least 5 major clients	We can share the masked work order and engagement letters. Since, we are bound by the confidentiality clauses directly sharing the customer names and the contact details would not be possible. Would request you to consider it on a case to case basis where based on request we can take permissions of the respective client and then arrange a call for any discussions that are required.	Customer name & contact details may be masked. If required we may ask the details seperately for reference check.
10	22	6	Scope of Work	VA and PT BOTH are required for whole Infra components, as mentioned as part of SEWA project	Yes
11	22	6	Scope of Work	Need more detail about Scan and re-scan frequency for both VA & PT	As per RFP Scope of Work
12	22	6	Scope of Work	Re-Tests for VAPT for closure of Gaps to be done consolidated once all VAPT findings are closed or ad-hoc. Pls confirm.	As per RFP Scope of Work
13	22	6	Scope of Work	Can the VA/PT exercise be done remotely or On-site SME needed	As per RFP Scope of Work
14	22	6	Scope of Work	Please share the Guidelines, Framework for VA/PT, if any specific, to be followed	As per IRDAI guidelines, IRDAI circular reference mentioned in RFP
15	22 & 23	6	6- Procedure for conducting VA&PT (Mandatory Security Testing)	What is the frequency of the Changes for the Internet Facing applications	As per RFP Scope of Work
16			6- Procedure for conducting VA&PT (Mandatory Security Testing)	Any Capping on the number of Changes in a Year ?	As per RFP Scope of Work
17	22	6	Cyber Security Assurance Audits	What Compliance framework/ Guidelines to be followed	IRDAI Guidelines
18	23	6	Closure of VA&PT gaps	External Black Box Penetration Testing mentioned in #(c) is over and above the regular VA/PT testing or inclusive of the same	As per RFP Scope of Work
19	22	a	(a) VA&PT of the entire ICT infrastructure components shall be conducted annually in every financial year.	Generally PT is done Limited network. Hence to give you precises cost Pls. share details to be covered for PT and VA	As per RFP Scope of Work
20	22		Procedure for conducting VA&PT (as per IRDAI circular IRDA/IT/CIR/MISC/301/12/2020 dated 29.12.2020):	Request you specify assets break up for VA & PT for a,b,c,d,e, f as frequency, are different	As per RFP Scope of Work

21	26	7	Bidder should have at least 3years experience in offering Information Security Services such as Security assessment, defining security policies procedures & baselines, Gap assessment or similar as per international standards, Risk Assessment, security consulting assignments to BFSI Companies in India	We are CERT-IN empanelled VA & PT vendor for VA & PT, and having strong skill set how ever we request you to modify the point as "Bidder should have at least 1 years experience in offering Information Security Services such as Security assessment, defining security policies procedures & baselines, Gap assessment or similar as per international standards, Risk Assessment, security consulting assignments to BFSI/PSU/Private Companies in India"	No change in RFP
22	26	8	Undertaking for compliance with the CVC circular no. 02/02/2015 on the official letter-head	Request to share a Copy of this Circular so that every one can be on same page.	May refer the below link. https://cvc.gov.in/sites/default/files/iembank25022015.pdf
23	Pg no.26 Bidders Eligibility Criteria	8	Bidder should have at least 3years experience in offering Information Security Services such as Security assessment, defining security policies procedures & baselines, Gap assessment or imilar as per international standards, Risk Assessment, security consulting assignments to BFSI Companies in India.	Kindly include experience of below works in BFSI, Govt. PSU/ Enterprise organisations: Implementation or Management or Supply & Installation of Security devices /solution which includes any of the following: <input checked="" type="checkbox"/> Next Generation Firewall (NGFW) solution, WAF (Web Application Firewall) solution, Network Access Control solution <input checked="" type="checkbox"/> SIEM (Security Information and Event Management) solution <input checked="" type="checkbox"/> Security Operation Center (SOC) solution and services <input checked="" type="checkbox"/> Security Orchestration, Automation and Response (SOAR) solution <input checked="" type="checkbox"/> Threat intelligence services	No change in RFP
24	Pg no.26 Bidders Eligibility Criteria	8	The Bidder must have experienced in Information and Cyber Security Assurance as per IRDAI requirements in past for at least 1 Insurance Company in India.	The Bidder must have experienced in Information and Cyber Security Assurance as per IRDAI requirements in past in BFSI, Govt. PSU/ Enterprise organisations Company in India.	No change in RFP