

19<sup>th</sup> January 2021

**Reply-Pre-bid queries for RFP for Procurement, Implementation & Maintenance of Akamai Enterprise Defender Standard (EDS)**

Sr. No.	Clause No	Page No	Content of RFP Requiring Clarification	Change Requested/ Clarification required	GIC Response
1	I/4.a	7	Number of users with location break up.	Number of users with location break up.	Mumbai Suraksha+Oriental: 550 Chennai: 5 Delhi: 10 GIFT City: 2 UK: 10 Malaysia: 5 Dubai: 10
2	I/6	7	DC site location	Please confirm the DC site location.	Airoli, Navi Mumbai
3	I/6	7	DR site location	Please confirm the DR site location.	Bengaluru
4		7	all installations will be remote.	We will do all installations remotely. Please confirm if that will be fine.	Yes
5	I/4.a	7	Number of WFH users?	Number of WFH users?	600. Users will need Akamai EAA to be installed on their work as well as personal PCs as and when required. Necessary details of users will be provided to carry out remote installations.
6	I/4.a	7	Connector infrastructure to be provided by client.	Connector infrastructure to be provided by client. Please confirm.	All necessary VMs required to setup Akamai EDS will be provided by GIC Re at our DC/ DR.
7	I/4.a	7	Existing Architecture for connectivity.	Existing Architecture for connectivity.	Will be shared with Selected bidder.
8	I/4.a	7	Current firewall Details?	Current firewall Details?	Will be shared with Selected bidder.
9	I/4.a	7	RDP/ SSH sessions must be provided to approximately 90 VMs.	Please confirm if RDP/ SSH sessions must be provided to approximately 90 VMs.	Yes, RDP/ SSH session for GIC Re admins will be required for all 90 VMs. This may increase or decrease depending on GIC Re's requirements. Same is mentioned in RFP.
10	I/4.a		DC-DR connectivity?	Please provide DC_DR Connectivity details.	Will be shared with Selected bidder.
11	I/4.a	7	The Selected Bidder shall make provisions for Thick client apps, Web Based Apps & RDP/SSH access-based configurations,	We hope that the application team will be helping in the same. Kindly confirm.	It is clearly mentioned in RFP that this will be entirely selected bidder's responsibility. However, the respective application vendors will assist in the process.

12	I/4.a	7	The Selected Bidder shall make provisions for Single Sign on	Please confirm.	Yes, As per Scope of work point j.
13	I/4.a	7	GIC Re Stakeholders must identify identity providers (IdP) within Akamai EAA and assign them to an application to authenticate SAML and Single sign-on (SSO) authentication for the GIC applications.	Is the idp expected to be with akamai cloud?	Yes, as Akamai Idp comes with the EDS bundle.
14	I/4.a	7	The Selected Bidder shall ensure that all upgrades/ changes at the DC-DR end (Server OS & DB Versions, Application version) must also be compatible with the solution during the contract period. Network level changes will be informed to the selected Bidder beforehand so that they can carry out necessary configuration changes in the connectors.	We hope that the application team will be helping in the same. Kindly confirm.	It is clearly mentioned in RFP that this will be entirely selected bidder's responsibility. However, the respective application vendors will assist in the process.
15	I/4.a	7	Authentication for users	What is the current authentication mechanism? Is there an AD, need details?	There is an Active Directory in place for user authentication. Most applications use LDAP for user authentication. A few applications, like SAP ECC have separate authentication mechanism within the application. More details will be shared with Selected Bidder.
16	I/4.a	7	Email	what is the current email mechanism? 0365 or on premise?	O365
17	12	16	The successful Bidder shall enter into a detailed Service Level Agreement (SLA) with GIC Re as per draft given in Annexure V within 30 days from the receipt of notification of award of the contract.	Terms of the Service Level Agreement shall be negotiated and mutually agreed upon between the Parties.	RFP Terms cannot be altered.
18	15	18	The selected Bidder shall follow the Information Security Policy of GIC Re	Information Security Policy of GIC Re to be shared with the Bidders before execution of the contract.	Will be shared with Selected bidder.

19	16	18	The Successful Bidder shall sign Non-Disclosure Agreement (NDA) as per Annexure VII with GIC Re for the entire contract period to maintain and protect the confidentiality of data and information.	Terms of the NDA shall be negotiated and mutually agreed upon between the Parties.	RFP Terms cannot be altered.
20	20 (b)	19	Payment terms: AMS cost will be paid quarterly on receipt of the invoice at the end of each quarter during the year after deduction of charges/ Liquidated damages (if any) mentioned in the SLA.	Save and except for TDS, GIC Re shall not make any other deduction from the payment. In case of breach of service levels, the Service Provider shall provide the agreed service credits. Extension of such service credits shall be the maximum liability of the Service Provider and sole remedy for GIC Re.	RFP Terms cannot be altered.
21	21	20	In the event of delay in performance and/or non-performance and/or breach of any of the terms of the contract, GIC Re will be entitled to liquidated damages as per SLA (Annexure V).	In the event of delay in performance and/ or non-performance and/ or breach of service levels, Service Provider shall provide the agreed Service Credits. Extension of such service credits shall be the maximum liability of the Service Provider and sole remedy for GIC Re.	RFP Terms cannot be altered.
22	22	20	Extension of such service credits shall be the maximum liability of the Service Provider and sole remedy for GIC Re.	1. Even the Bidder shall have the right to terminate and / or suspend the agreement in case of any delayed payments/ non-payment. 2. In case GIC Re intends to terminate the agreement for convenience, then GIC Re shall be liable to pay the agreed termination charges.	Refer Clause 28 of Annexure V: "The Vendor may, subject to approval by GIC Re terminate this Agreement before the expiry of its term by giving GIC Re a prior and written notice at least 90 days in advance indicating its intention to terminate the Agreement. "
23	33	23	The selected Bidder further understands and agrees that if any such change entails any reduction in the scope of work, then the cost and/or time benefits shall be passed on to GIC Re through a mutual Change Order in writing	In case of reduction of scope, GIC Re shall be liable to pay such termination charges as is agreed between the parties.	The RFP already provides that if any change entails any reduction in the scope of work, then the cost and/or time benefits shall be passed on to GIC Re through a mutual Change Order in writing.

24	Annexure II	27	PRE-QUALIFICATION CRITERIA -PQ3	Therefore, we are sincerely requesting you to relax above mention criteria to either “ <b>The bidder should have average turn-over of minimum Rs.10 crore weight enrage during each last 03(three) financial year (2017-18, 2018-19, and 2019-20)</b> ”. Or any suitable term to get us chance to BID in this RFP.	No change in PQC.
25	Annexure II	27	PRE-QUALIFICATION CRITERIA -PQ3	if you can reduce the criteria of minimum 15 crore Turnover in last 3 years to 5 crores.	No change in PQC.
26	Annexure V/5.11	35	Further, it is hereby clarified that no licenses or rights (including licenses or rights under patents) are granted either directly, by implication or otherwise by GIC Re. GIC Re shall retain ownership of its respective pre - existing intellectual property rights including any customizations, enhancements, or modifications thereto.	IP rights in any of the work done and/ or created by the Service Provider are not deemed to be transferred to GIC Re under this agreement.	GIC Re shall retain ownership of its respective <b>pre-existing</b> intellectual property rights including any customizations, enhancements, or modifications thereto.
27	Annexure V/7	36	The software should have a warranty which shall be applicable after live implementation of the software applications. Warranty will cover troubleshooting, removing bugs/errors. All upgrades / updates / new version releases will be provided during warranty and Annual Technical/Maintenance Support (AMS) period of the Agreement.	The Services shall be provided by Service Provider are exclusive of any warranties whatsoever, whether express or implied, including but not limited to warranties of merchantability, non-infringement, fitness for a specific purpose or fitness for ordinary purpose.	RFP Terms cannot be altered.
28	Annexure V/21	39	The Vendor shall, if ordered in writing by GIC Re, temporarily suspend the works or any part thereof for such a period and such time as ordered. The Vendor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Services as aforesaid.	In case the agreement is suspended for convenience and/ or no fault from the Vendor end, then GIC Re shall be liable to make the agreed payment for early termination/ suspension.	Refer Clause 21 of Annexure V: " In case the suspension of works, is not consequent to any default or failure on the part of the Vendor and lasts for a period of more than 3 months, the Vendor shall have the option to request GIC Re to grant equitable adjustment in the Contract Price."

29	Annexure V/22	40	In the event of delay in performance by the Vendor as per the requirements of this Agreement and RFP the Vendor is solely responsible the Liquidated Damages (LD) which shall be calculated as under.	In the event of delay in performance and/ or non-performance and/ or breach of service levels, Service Provider shall provide the agreed Service Credits. Extension of such service credits shall be the maximum liability of the Service Provider and sole remedy for GIC Re.	RFP Terms cannot be altered.
30	Annexure V/28	42	Termination	Even the Bidder shall be at a right to terminate and/ or suspend the services in case of delay and/ or non-payment of service fees.	Refer Clause 28 of Annexure V: "The Vendor may, subject to approval by GIC Re terminate this Agreement before the expiry of its term by giving GIC Re a prior and written notice at least 90 days in advance indicating its intention to terminate the Agreement. "
31	Annexure V/28.5	42	The notice of termination shall specify that termination is for GIC Re convenience, the extent to which performance of work under this Agreement is terminated, and the date upon which such termination becomes effective.	GIC Re shall not terminate the scope of work during the term of the Agreement. In case GIC Re reduces the scope or terminate the agreement for convenience, then GIC Re shall be liable to pay such charges as may be agreed between the Parties.	RFP Terms cannot be altered. Please also refer to Clause 29.4 in Annexure V.
32	Annexure V/31	44	Nothing in these terms shall exclude or limit the liability of the Vendor in the case of: (a) death or personal injury resulting from the Vendor's or Vendor's Team's negligence; (b) Negligence and Willful Misconduct; (c) fraud; (d) breach of Confidentiality provisions and the NDA (e) indemnification provisions in this Agreement (f) or other liability to the extent that the same may not be excluded or limited as a matter of law."	We suggest to modify as under: Nothing in these terms shall exclude or limit the liability of the Vendor in the case of: (a) death or personal injury resulting from the Vendor's or Vendor's Team's negligence; (b) Negligence and Willful Misconduct; (c) fraud; (d) breach of Confidentiality provisions and the NDA. We suggest to delete sub clause (e) and (f). Also, the maximum liability of Vendor shall be limited to annual contract value. In case of service deficiencies, maximum	RFP Terms cannot be altered.

				liability of the Vendor shall be limited to the agreed SLAs.	
33	Annexure VII/A	53	“Confidential Information” means any information disclosed to, received by, otherwise accessed by, or coming to the knowledge of the Receiving Party to this NDA, either orally or in writing, whether disclosed directly or indirectly that.	We suggest to delete 'Oral'. All information which are required to be considered as confidential the same shall be clearly marked as 'confidential' between the parties.	RFP Terms cannot be altered.

34	Annexure VIII	59	Indemnity	<p>We suggest to modify indemnity clause so that indemnity be kept mutual. We further suggest Indemnity clause to be framed as under that either party to indemnify each other for the following:</p> <ol style="list-style-type: none"> <li>1. For third party IPR infringement claims</li> <li>2. For Willful misconduct or gross negligence, causing loss or damages to a person resulting into personal injury or death.</li> <li>3. Third party claims if arises due to the intentional wrongs committed by either party.</li> </ol> <p>Provided that the indemnification obligations shall be subject to following: -</p> <ol style="list-style-type: none"> <li>a) Immediate notice to be sent by the Indemnified party.</li> <li>b) Control of the defense of the claim by the indemnifying party.</li> <li>c) Assistance by the indemnified party in the defense at the expense of the indemnifying party.</li> </ol>	RFP Terms cannot be altered.
35	Annexure VIII/6	61	The Vendor hereby undertakes that it shall forthwith on demand and without demur pay to GIC Re such sum or sums that become payable under any of the clauses indemnifying GIC Re due to the default/defaults of the Vendor or any third party associated with the Vendor.	The parties shall agree that the Service Provider shall be liable to pay such sum as may be agreed by the court having highest jurisdiction to decide upon the issue.	RFP Terms cannot be altered.