



Managed Security Service Provider

Prequalification document

**Procurement under Defense and Security Procurement Regulations
Part I and II**

Table of Contents

1	Introduction	3
1.1	About the client	3
1.2	Purpose of the agreement	3
1.3	Scope.....	4
1.4	Duration and termination	4
2	Rules for the procurement.....	4
2.1	Procurement procedure.....	4
2.2	Publication of the prequalification	4
2.3	Timetable	5
2.4	Communication and questions on the qualification documentation.....	5
2.5	Correction, supplementation and/or amendment of the qualification documentation	5
2.6	Language	5
2.7	Norwegian Freedom of Information Act	6
2.8	Duty of confidentiality	6
2.9	Impartiality.....	6
2.10	Police certificate of good conduct and credit assessment.....	6
2.11	Ethical guidelines for suppliers	7
2.12	Advertising	7
2.13	Supplier's participation costs	7
3	Rejection grounds and Qualification requirements	7
3.1	In general, on ESPD.....	7
3.2	National rejection grounds.....	7
3.3	Qualification requirements.....	7
3.3.1	<i>General</i>	<i>7</i>
3.3.2	<i>Fulfilment of qualification requirements by the use of other enterprises.....</i>	<i>8</i>
3.3.3	<i>Concerning requirements for the economic and financial capacity of the tenderers.....</i>	<i>8</i>
3.3.4	<i>Requirements associated with the tenderer's suitability.....</i>	<i>8</i>
3.3.5	<i>Requirements associated with the tenderer's economic and financial capacity</i>	<i>8</i>
3.3.6	<i>Requirements associated with the tenderer's technical and professional qualifications</i>	<i>9</i>
3.4	Execution of the qualification phase	10
4	Termination of the competition.....	10
4.1	Notification and waiting period.....	10
4.2	Cancellation of the competition	10

1 Introduction

1.1 About the client

This procurement is being conducted by Norges Bank for both the Central Bank Operations and NBIM

Norges Bank is the central bank of Norway. It is a separate legal entity wholly owned by the state of Norway. As the central bank of Norway, it is an executive and advisory body for monetary, credit and foreign exchange policy. Norges Bank's activities are governed by Act no. 31 of 21 June 2019 relating to Norges Bank and the Monetary System (the Norges Bank Act). For further information, see www.norges-bank.no

Since 1997, in addition to its monetary role, Norges Bank has been appointed by the Ministry of Finance as manager of the Norwegian Government Pension Fund Global (the "GPF" or the "Fund"). The GPF represents savings for future generations in Norway. The original source of the Fund's capital is the net cash flow derived by the State of Norway from petroleum activities. The State of Norway, acting through the Government of Norway, deposits the GPF with Norges Bank. Norges Bank invests that deposit in assets around the world, in accordance with the Management Mandate issued by the Norwegian Ministry of Finance.

The asset management responsibility for the Fund is allocated to Norges Bank Investment Management ("NBIM"), a department within Norges Bank. NBIM's principal office and headquarters is in the central bank in Oslo, Norway. It also has staffed offices in London, New York, Singapore, Luxembourg, Japan and Shanghai. For further information, see www.nbim.no

1.2 Purpose of the agreement

Norges Bank will pre-qualify providers that can deliver security services in accordance with the following for cyber security monitoring and cyber security incident response.

Norges Bank wants to procure the following components.

- **Security Hardware and Software**
 - On-premises and/or cloud-based
- **Managed Security Services**
 - Device management and security monitoring
- **Security Consultancy Services**
 - Within the areas of "Detect" and "Respond"

The scope of the security services is the following:

- **Network Detection and Response (NDR) Services**
 - NDR products (hardware and software)
 - Managed Security Services (device management and security monitoring)
- **Endpoint Detection and Response (EDR) Services**
 - EDR products (software)
 - Managed Security Services (product operations, maintenance and security monitoring)
- **Security Log Management**
 - Managed Security Services (product operations, maintenance and security monitoring)
- **Security Analytics (PCAP)**
 - Managed Security Services (product operations, maintenance and security monitoring)
- **Security infrastructure (Packet Broker)**
 - Packet broker products (hardware and software)
 - Managed Security Services (product operations, maintenance and security monitoring)
- **Security Consultancy Services**
 - Assistance in triage phase of security alerts and security incidents
 - Assistance with management of major security incidents
 - Assistance with computer forensics
 - Assistance with reverse engineering of malware

The new MSSP contract will replace an existing MSSP contract which expires in December 2022, estimated implementation schedule for the new MSSP services is the first half of 2023. The security services offered must be delivered on a 24/7 basis.

Norges Bank has an internal Cyber Security Operations Centre (CSOC) with an on-call function, which will be the main focal point for the MSSP. The services offered must be capable of detecting suspicious and malicious activity from advanced threat actors, including nation state threat actors.

Norges Bank will own all hardware and software offered in the solution. For some of the areas, Norges Bank will have requirements for using specific products, while in other areas we expect the MSSP to suggest product alternatives that will replace or complement the existing products and solutions. Norges Bank will prefer products and solutions that are commercial off-the-shelf products but will also consider MSSP proprietary solutions if there are no commercial alternatives.

All services must be connected to Norges Banks on-premises platform for security monitoring which is running in Norges Banks data center in Oslo.

1.3 Scope

The total contract value is expected to be in the order of NOK 50 - 100 million including VAT over 7 years.

Please note that there is a high degree of uncertainty concerning the volume of the contract. Previous experience indicates that the volume may vary from year to year.

1.4 Duration and termination

The contract will have a duration of 4 years, with an option for Norges Bank to renew it for a further 2 years + 1 year.

2 Rules for the procurement

2.1 Procurement procedure

The procurement will be carried out in accordance with the Norwegian Public Procurement Act LOV-2016-06-17-73 and the Defence and Security Procurement Regulations (FOSA) FOR-2013-10-04-1185 part I and II. The contract procedure used, is: competitive with negotiation.

Norges Bank wants to pre-qualify 3-5 suppliers who will be invited to submit tenders in the next phase of the procedure (phase 2). After the submittal of the tenders, Norges Bank will carry out the initial evaluation, and negotiations will then take place. The negotiations can take place in several phases.

2.2 Publication of the prequalification

This prequalification has been published in Doffin (www.doffin.no) and Tender Electronic Daily (TED) (www.ted.europe.eu).

2.3 Timetable

The procurement process is planned to follow the schedule below. It is emphasized that the plan is tentative. Norges Bank will be able to adjust the schedule during the course of the process. **Norges Bank wishes to make clear that qualification requests that are delivered too late will be rejected.**

Milestone	Date
Deadline for submitting the prequalification application	11.03.2022 – 12:00 CET
Invitation of prequalified participants to the tender-stage	31.03.2022
Deadline for submitting questions to the RFP	22.04.2022 – 12:00 CET
Deadline for submission of tender in response to the RFP	02.05.2022 – 12:00 CET
Negotiations (tentative)	Week 24 - 2022
Deadline for submission of Best and Final Tender (BAFO) (tentative)	30.06.2022 – 12:00 CET
Notification of contract award (tentative)	26.08.2022
Validity period	30.09.2022

2.4 Communication and questions on the qualification documentation

All communications during the qualification process must take place via Mercell.

Inside the competition in Mercell, select the "communications" tabbed sheet. Then click the "new message" icon in the menu bar. Enter the question/information and press "send". Norges Bank then receives the question/information. Any possible questions that the tenderers might have concerned the qualification documentation must be submitted within the deadline given in the table above.

All questions will be answered in good time before expiry of the submission of qualification deadline in anonymous form and made available as supplemental information to everyone who has registered an interest in Mercell. Supplemental information is available under the "communications" tabbed sheet and subsequently under the "supplemental information" tabbed sheet. Suppliers who have already registered their interest will also receive notification via E-mail if supplemental information is released during the qualification. The suppliers can then follow the link in the notification in order to bring up the relevant competition.

2.5 Correction, supplementation and/or amendment of the qualification documentation

Before expiry of the Qualification deadline, Norges Bank has the right to undertake correction, supplementation and amendment of the qualification documentation that are not of significance. Correction, supplementation, or amendment of the qualification documentation will immediately be sent to all suppliers who have registered their interest via Mercell. Information on correction, supplementation and amendment will be published electronically via Mercell. If errors are detected in the qualification documentation, it is requested that this be communicated to Norges Bank via the communications module in Mercell.

2.6 Language

All written and verbal communications from the suppliers in connection with this competition must be in English. All information from Norges Bank that is common to all the suppliers will be in English. The language requirement also concerns the tender itself.

2.7 Norwegian Freedom of Information Act

With statutory authority in the Norwegian Freedom of Information Act of 19.5.2006, section 23, third subsection, exceptions may be made for tenders and records pursuant to the code of regulations concerning public procurements until the selection of the supplier has been made.

With statutory authority in the Norwegian Freedom of Information Act, section 13, cf. the Central Bank Act, section 5-2, Norges Bank has a duty of confidentiality concerning information on "the business-related conditions of others". It is emphasised that it is the information subject to confidentiality in the document and not the document in its entirety that is subject to disclosure, cf. the Norwegian Freedom of Information Act, section 13. Tenderers are hence requested to themselves mark/censor precisely which information in the tender that must be deemed to be subject to confidentiality.

2.8 Duty of confidentiality

For employees and suppliers who perform work or service for Norges Bank, the duty of confidentiality follows from the Norwegian Act relating to Norges Bank and the monetary system (Central Bank Act), section 5-2. Subcontractors and third parties who become acquainted with information from the contractual relationship must be subjected to a duty of confidentiality corresponding to the duty of confidentiality established in the Central Bank Act, section 5-2.

The duty of confidentiality also remains in effect after the agreement has been ended. Employees or others who depart from their service with one of the parties also have a duty of confidentiality after they have departed.

Employees of the supplier, subcontractors and possible third parties must sign a non-disclosure declaration formulated by Norges Bank.

2.9 Impartiality

Norges Bank will pose strict criteria as a basis in determinations of whether possible impartiality-compromising situations, cf. Public Procurement Regulations, section 7-5, are present. If Norges Bank based upon an assessment of the Supplier's explanation and the circumstances otherwise concludes that an impartiality conflict exists, this will result in rejection.

The company is expected to have a policy and arrangement for surveying and assessing possible partiality or impartiality conflicts. An explanation must be given of precisely which impartiality conflicts may exist with a justification for why it is not viewed as being of such a nature that one is prevented from shouldering the commissioned task.

2.10 Police certificate of good conduct and credit assessment

Norges Bank may, pursuant to the Central Bank Act, section 2-15 and Regulation 2019-12-17-1880, require a police certificate of good conduct for the Supplier's personnel and possibly personnel of subcontractors who are performing tasks in connection with the Delivery, if security-related considerations dictate such.

On objective grounds, Norges Bank may procure credit information on the Supplier's personnel and possibly personnel of subcontractors who perform tasks in connection with the Delivery.

Norges Bank may also perform other investigations such as for example information on residential address, checks of a valid ID, verification of education and work experience and other investigations if such are relevant. If security-related considerations dictate such, personnel of the supplier must be security-approved by Norges Bank before the task is commenced.

It is the tenderer's responsibility to contribute to the requisite investigations being able to be performed with respect to procedures prepared by Norges Bank. The Supplier is also obligated to sign the bank's non-disclosure declaration. In special instances, a security clearance will be required pursuant to the Act relating to preventive security services.

Only personnel approved by Norges Bank may be used by the supplier.

2.11 Ethical guidelines for suppliers

The tenderer who is awarded the commissioned task must confirm in the contract that ethical rules for suppliers apply for personnel carrying out the work with the supplier who have access to Norges Bank's premises or information systems.

2.12 Advertising

The Supplier is obligated to not conduct advertising or in some other manner to give the general public information concerning this agreement with its appendixes or the results of the agreement without the prior written approval of Norges Bank. The supplier is obligated to include a corresponding provision with respect to their subcontractors.

If the Supplier participates in a competition pursuant to the Act and Regulations relating to Public Procurements and a client requests references from other clients, Norges Bank will upon request assess the reference request and give a reply concerning whether permission will be granted.

2.13 Supplier's participation costs

Expenses that the supplier incurs in connection with the preparation, submission or follow-up on the qualification or the procurement process in general will not be refunded. Participation in this procurement process will not in any manner obligate Norges Bank to enter into a contract with the tenderer or impose on Norges Bank any form of financial obligations with respect to the tenderer.

3 Rejection grounds and Qualification requirements

3.1 In general, on ESPD

In this competition, the tenderers must fill in the ESPD form that is integrated into Mercell.

3.2 National rejection grounds

As a starting point, the rejection grounds that are ticked under ESPD Rejection Grounds point C give Norges Bank the right to reject a supplier, but no obligation to do so. In the following two cases, Norges Bank nevertheless has an obligation to reject:

1. If there exists a lack of impartiality that Norges Bank cannot remedy with minor intervention measures, cf. Public Procurement Regulations, section 24-2, first subsection, letter c.
2. If the tenderer has participated in the preparation of the competition, and in so doing has attained an unreasonable competitive advantage that cannot be remedied with minor intervention measures, cf. Public Procurement Regulations, section 24-2, first subsection, letter d.

Norges Bank has in ESPD Rejection Grounds point D ticked "purely national rejection grounds". The national rejection grounds go further than what follow from the rejection grounds specified in ESPD in two cases:

1. Norges Bank must reject a tenderer when it is aware that the tenderer has accepted an optional fine or been convicted of the specified criminal conditions in the Public Procurement Regulations, section 24-2, second subsection.
2. Norges Bank may reject a tenderer when it can be documented that the tenderer has in general committed serious errors that bring about doubts as to its professional integrity, cf. Public Procurement Regulations, section 24-2, third subsection, letter i.

3.3 Qualification requirements

3.3.1 General

The tenderer must answer the qualification requirements included in the ESPD form in Mercell. Note that the qualification and documentation requirements appear under the heading "Description of requirement/documentation" under the individual requirement in Mercell. The required documents must be attached to the ESPD form in Mercell.

3.3.2 Fulfilment of qualification requirements by the use of other enterprises

The tenderer may choose to support itself with the capacity of other enterprises in order to fulfil the requirements for the supplier's economic and financial capacity and for technical and professional qualifications. What is meant by "other enterprises" is for example a parent company, co-operating partners, subcontractors and the like.

If the tenderer supports itself on the capacity of other enterprises in order to fulfil the qualification requirements for economic and financial capacity and/or for technical and professional qualification, then the tenderer must document that it has the requisite resources at its disposal. This can be documented by for example attaching a signed declaration of obligation from these enterprises. The enterprises must in addition submit separate ESPD forms.

3.3.3 Concerning requirements for the economic and financial capacity of the tenderers

If a tenderer supports itself on the capacity of other enterprises in order to fulfil the requirements for the supplier's economic and financial capacity, Norges Bank may require that they are jointly and severally liable for the execution of the contract. If the tenderer has objective grounds for not submitting the documentation that Norges Bank has requested, then the tenderer may document its economic and financial capacity by submitting any other document that Norges Bank deems to be suitable.

3.3.4 Requirements associated with the tenderer's suitability

Cf. ESPD form: qualification requirements, A: suitability

QUALIFICATION	DOCUMENTATION
Qualification requirement Legally established company	Documentation requirement Norwegian companies: Certificate of incorporation Foreign companies: Proof that the company has been registered in an industry registry or company registry as prescribed in the legislation in the country where the supplier was established
Qualification requirement The tenderer shall be in compliance with Norwegian rules and regulations regarding tax payments and VAT payments (Norwegian companies only)	Documentation requirement Tax and VAT-certificate issued by the city treasurer / district treasurer where the provider has its headquarters and by the tax collector in the county concerned. The tax and VAT-certificate must not be more than 6 months old calculated from the day of the deadline for submission of the request for admission.

3.3.5 Requirements associated with the tenderer's economic and financial capacity

Cf. ESPD form: qualification requirements, B: economic and financial capacity

QUALIFICATION	DOCUMENTATION
Qualification requirement The supplier must have sufficient economic and financial capacity to execute the delivery/contract	Documentation requirement The supplier's annual financial statements (including notes with reports from the board auditor) for the past 2 years. If the annual financial statements for the preceding year has not been completed by the expiry of the tendering deadline for this competition, then interim annual accounts for the preceding year must be attached in addition. Credit rating from a recognized rating supplier (must not be more than 2 months old) If the requested documentation is not available, Norges Bank may accept other documentation as it finds suitable and relevant.

3.3.6 Requirements associated with the tenderer's technical and professional qualifications

Cf. ESPD form: qualification requirements, C: technical and professional qualifications

QUALIFICATION	DOCUMENTATION
Qualification requirement (1) The supplier must have sufficient experience with comparable deliveries for cyber security monitoring and cyber security incident response.	Documentation requirement A list of the most important and relevant deliveries (anonymized) in the past three years, including the business area of the customer, scope, value and date both to public and private sector. (Of special interest are central banks, banks and other financial institutions, governments, governmental institutions and critical infrastructure.), ref. Appendix 1 .
Qualification requirement (2) The supplier must have sufficient capacity to execute the services subject to this contract	Documentation requirement An overview of number of the technical staff, within the following areas: <ul style="list-style-type: none"> ○ cyber security monitoring ○ cyber security incident response A brief overview of your managed security services and any supporting products A description of the architecture of your MSS delivery capability, including elements in your security operations center (SOC), data center and network
Qualification requirement (3) Work with triage of security alerts and security incidents must be performed on-premises from Bankplassen 2, Oslo by qualified personnel with Norwegian security clearance.	Documentation requirement Please confirm that you, as a supplier, have qualified personnel who will perform on-premises work with triage of security alerts and security incidents from Bankplassen 2 Oslo. Personnel must also be able to get a Norwegian security clearance.
Qualification requirement (4) In case of a major security incident, the supplier must have qualified personnel to work on-premises with cyber security incident response from Bankplassen 2, Oslo within 6 hours	Documentation requirement Please confirm that you, in case of a major security incident, have qualified personnel that can work on-premises with cyber security incident response from Bankplassen 2 Oslo within 6 hours
Qualification requirement (5) Information protection The supplier and subcontractors must ensure that classified information is processed and stored in a responsible manner throughout the contract period and after the contract expires.	Documentation requirement Please describe your policy and routines for handling and storing classified information on both company and employee level. In addition sufficient information about the subcontractors who have already been selected by the supplier, so that the client can decide whether the individual subcontractor can meet the requirements for processing and storing classified information. Corresponding information may be required for new subcontractors.

QUALIFICATION	DOCUMENTATION
Qualification requirement (6) Storage and processing of customer data may take place in a country that has an “ <i>Agreement between the Government of said country and the Government of the Kingdom of Norway on the Exchange and Mutual Protection of Classified Information</i> ”.	Documentation requirement Please enter in what country data storage and processing of Norges Bank data will take place.

3.4 Execution of the qualification phase

Norges Bank will assess whether the qualification requirements have been fulfilled based on the documentation the suppliers have submitted, together with the inquiry on participation in the competition. Suppliers who do not fulfil one or more qualification requirements will be rejected from the competition.

This is a procedure in two phases that is inaugurated with this qualification phase (phase 1). All interested suppliers have the possibility to submit inquiries on participating in the competition.

Norges Bank will select up to 5 suppliers who will be allowed to participate in the competition after pre-qualification. If more than 5 suppliers meet the qualification requirements, a selection will be made based on the criteria below.

The selection among qualified tenderers will consider overfulfilment of the qualification requirements, and will take place after an overall assessment of which qualification requests best meet the qualification requirements (1) and (2) for participation in the competition:

- (1) **Sufficient experience** with comparable deliveries
- (2) **Sufficient capacity** to execute the services subject to this contract

4 Termination of the competition

4.1 Notification and waiting period

The contracting entity has set a waiting period for challenging the contracting entity's decision to exclude or reject a request for participation in the procedure. The waiting period for making a challenge under Sections 11-12 of the Defence and Security Procurement Regulations is confirmed to be fifteen (15) days from date following the contracting entity's notification by electronic mail (cf. invitation to prequalification/request for proposal).

4.2 Cancellation of the competition

Norges Bank may cancel the competition if objective grounds exist, cf. the Public Procurement Regulations, section 25-4.

Form for the supplier's description of similar deliveries

It is the provider's responsibility to document relevance through the description.

A table has been set up for 4 references.

Copy the table if you want to document more deliveries

Delivery	
Company name / Customer	
Contact person with email and mobile	
Time and duration of delivery	
Brief description of the delivery, including information on size and complexity	
Scope of delivery	

Delivery	
Company name / Customer	
Contact person with email and mobile	
Time and duration of delivery	
Brief description of the delivery, including information on size and complexity	
Scope of delivery	

Delivery	
Company name / Customer	
Contact person with email and mobile	
Time and duration of delivery	
Brief description of the delivery, including information on size and complexity	
Scope of delivery	

Delivery	
Company name / Customer	
Contact person with email and mobile	
Time and duration of delivery	
Brief description of the delivery, including information on size and complexity	
Scope of delivery	