



NORGES BANK  
INVESTMENT MANAGEMENT

# **Request for Proposal**

**Procurement of Cyber Security Consultancy  
Framework Agreement**



## TABLE OF CONTENTS

<b>1</b>	<b>INTRODUCTION</b>	<b>3</b>
1.1	ABOUT THE PROCUREMENT	3
1.2	THE CUSTOMER	3
1.3	AWARD OF CONTRACTS UNDER THE FRAMEWORK AGREEMENT	4
1.4	PAY AND WORKING CONDITIONS	4
<b>2</b>	<b>ADMINISTRATIVE PROCEDURES</b>	<b>4</b>
2.1	CONTRACT AWARD PROCEDURE	4
2.2	CONFLICTS OF INTEREST	5
2.3	DEADLINES AND OTHER IMPORTANT DATES	6
2.4	QUESTIONS AND TENDER DELIVERY	6
2.5	MERCELL NORGE AS	6
<b>3</b>	<b>PREQUALIFICATION STAGE</b>	<b>7</b>
3.1	REJECTION IN RELATION TO THE PREQUALIFICATION STAGE	11
3.2	CONSORTIA	12
<b>4</b>	<b>CONTENTS AND STRUCTURE OF THE QUALIFICATION APPLICATION</b>	<b>12</b>
<b>5</b>	<b>TENDERING STAGE</b>	<b>13</b>
5.1	REJECTION IN RELATION TO THE TENDERING STAGE	13
<b>6</b>	<b>AWARD CRITERIA</b>	<b>14</b>
6.1	QUALITY	15
6.2	PRICE	15
6.3	RISK	16
<b>7</b>	<b>CONTENT AND STRUCTURE OF THE TENDER OFFER</b>	<b>16</b>
	<b>APPENDIX 1: TEMPLATE – DECLARATION OF COMMITMENT</b>	<b>18</b>
	<b>APPENDIX 2: TEMPLATE – COVER LETTER</b>	<b>19</b>
	<b>APPENDIX 3: TEMPLATE – TENDER LETTER</b>	<b>20</b>
	<b>APPENDIX 4: TEMPLATE FRAMEWORK AGREEMENT</b>	<b>21</b>
	<b>APPENDIX 5: REQUIREMENT SPECIFICATIONS</b>	<b>22</b>
	<b>APPENDIX 6: PRICE SCHEDULE</b>	<b>23</b>
	<b>APPENDIX 7: TEMPLATE – RESERVATIONS AND DEVIATIONS</b>	<b>24</b>
	<b>APPENDIX 8: CONDUCT OF BUSINESS CODE</b>	<b>25</b>



## 1 INTRODUCTION

### 1.1 ABOUT THE PROCUREMENT

Norges Bank (“NB”) is seeking to purchase a framework agreement for cyber security consultancy services and hereby invites the recipients of this Request for Proposal (“RFP”) to take part in this procurement process.

The main objective of this RFP is to award parallel framework agreements to no more than six consultancy companies for the delivery of cyber security consultancy services to all of NBs departments. The work location may be in any of NB’s offices in Oslo, London, New York, Singapore and the Real Estate offices [in Toyko, Paris and Luxembourg]. NB may also require the relevant staff and/or consultants to work from home or at the consultancy’s office.

The scope of the delivery includes services within the following areas and other related areas:

- Cyber Security consultancy services
  - o Detection Engineering development
  - o Threat hunting development
  - o Cyber Security process improvement
  - o Adversary simulation

The various solutions and systems themselves are established and thus the scope of this tender is not to buy the solutions and systems as such, but consultancy services in relation to specific projects and deliveries within the main areas.

For further description of the scope, please see **Appendix 5**.

The contract duration will be 2 years with an option to extend for 1 year at a time up to a maximum of 4 years. The estimated value of this contract over a 4 year period is in the range NOK 10 – 50 million ex VAT but this should only be considered an estimate and should not in any way be considered binding upon NB, and thus the actual contract value may be lower.

### 1.2 THE CUSTOMER

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 <http://www.norges-bank.no>.

The monetary role of Norges Bank is allocated to the department called the Norges Bank Central Banking Operations (“CBO”). 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”) according to the Government Pension Act. 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. For further information, see <http://www.nbim.no/>.

This procurement will cover all departments in Norges Bank, which for the avoidance of doubt includes Central Bank Organisation and NBIM.

### **1.3 AWARD OF CONTRACTS UNDER THE FRAMEWORK AGREEMENT**

For assignments within the contract period, NB will call for a competition between framework providers using mini-tenders.

Please also refer to the Framework Agreement (attached at **Appendix 4**) for further details.

The framework providers that wish to participate shall respond to the mini-tender by providing a proposal with required mini-tender response information. If a vendor does not respond within the set deadline, NB will assume that the vendor does not wish to participate in that specific mini-tender.

The award criterion for the mini-tender will be competence and price, and the relative weightings between these two criteria will be set out in the invitation to mini-tender. NB reserves the right to interview representatives from selected companies prior to award of Statement of Works under the Framework Agreement. The interviews will be used for verification only and not for negotiations.

### **1.4 PAY AND WORKING CONDITIONS**

The Contract will include requirements regarding pay and working conditions, documentation and sanctions pursuant to "Forskrift om lønns- og arbeidsvilkår i offentlige kontrakter" (Pay and Working Conditions Regulation) of 08.02.2008 no. 112.

## **2 ADMINISTRATIVE PROCEDURES**

### **2.1 PROCUREMENT AND CONTRACT AWARD PROCEDURE**

The procurement process is governed by "Lov om offentlige anskaffelser (the Public Procurement Act) of 17.06.2016 no. 73" and "Forskrift om offentlige anskaffelser" (the Public Procurement Regulation) of 12.08.2016 no. 974 Part I and III.

The contract will be awarded based on the **negotiated procedure**. The procurement process is a two-stage process with negotiations.



- Partial tenders are not allowed.
- Variant tenders are not allowed.

All recipients of this RFP may submit a prequalification application, responding to the qualification criteria set out in Section 3. Based on the applications, NB will select a minimum of 3 and up to 12 participants for the tendering phase. If more than 3 participants fulfil the qualification criteria, NB will select up to the 12 highest scoring participants on qualification criteria no. 4 in **Section 3** below.

The qualified and selected participants will be invited to the tendering stage, whereby the participants will prepare and submit a proposal in response to this RFP and its appendices.

In accordance with the fundamental principles of Norwegian procurement law, NB reserves the right to clarify and amend the RFP, as well as to cancel the procedure. All recipients of the RFP will be notified of any such clarifications or amendments and shall take these into consideration when preparing responses to the RFP. NB also reserves the right to seek further information and clarifications from the tenderers.

A negotiated procedure gives NB the right to negotiate with suppliers on all aspects of the tenderer. The negotiations can be conducted in meetings, in writing or orally. Minutes will be kept of the negotiations. The negotiations can apply to all aspects of the offers. If the negotiations result in a change in the offer, this must be confirmed in writing. NB reserves the right to make an allotment without negotiations. The tenderer is therefore asked to give his best offer at the first submission of the tender.

NB will make the award decision based on the award criteria stated in **Section 6**. Written notice of the award decision will be given simultaneously to all tenderers.

In accordance with Section 20-7 of the Public Procurement Regulation, NB will set a deadline of at least 15 days for a participant to request an interim injunction by a court against a decision not to invite a participant to the tendering stage after the evaluation of the prequalification applications (including a decision to reject the application).

In accordance with Section 25-2 of the Public Procurement Regulation, NB will set a standstill period of at least 10 days.

## **2.2 CONFLICTS OF INTEREST**

Conflicts of interest must be avoided.

In the event NB or an applicant identifies a potential conflict of interest, the other party must be notified immediately. The parties shall then in good faith agree on how to manage the situation appropriately, and carefully document any actions accordingly.



### 2.3 DEADLINES AND OTHER IMPORTANT DATES

The deadline for submitting the prequalification application is **06.08.2021 at 12:00** hours CET.

The table below sets out an indicative time schedule for the procurement process after the deadline for submitting the prequalification application has passed.

**The dates may be subject to change at a later stage.**

Activity	Date
<b>Deadline for submitting the prequalification application</b>	<b>06.08.2021 at 12:00 hrs CET</b>
<i>Invitation of prequalified participants to the tendering stage</i>	<b>Week 32 – 2021 (estimated)</b>
<i>Deadline for questions related to the RFP</i>	<b>26.08.2021</b>
<i>Deadline for submission of tender in response to the RFP</i>	<b>02.09.2021</b>
<i>Negotiations</i>	<b>Week 36/37 (estimated)</b>
<i>Contract award</i>	<b>Week 38 (estimated)</b>
<i>Validity period</i>	<b>12.10.2021</b>

### 2.4 QUESTIONS AND TENDER DELIVERY

Questions related to the RFP must be asked electronically through Mercell Norge AS (“**Mercell**”). Answers to questions will be submitted to the requestor and the other tenderers on a no name basis. Questions shall be submitted no later than **26.08.2021** and questions submitted after that date will be answered by NB on a best effort basis.

The tender shall also be submitted electronically through Mercell.

The tender should not include brochures or general marketing material unless they are directly relevant to the RFP. The tender and all associated documents must be submitted in English.

The tenderer shall also submit a non-confidential version of the tender in accordance to the provisions of the Norwegian Freedom of Information Act of 19 May 2006 No. 16.

### 2.5 MERCELL NORGE AS

If you are not a user of Mercell or you have questions related to the functionality of the portal, e.g. how to submit a tender, contact Mercell Support at +47 21 01 88 00 or send an e-mail to [post@mercell.com](mailto:post@mercell.com). Support is available between 08:00 and 16:00 Oslo time.



It is recommended that the tender is submitted in due time prior to the deadline. If NB issues any additional information that causes tenderers to change their tender before the deadline, it is still possible to change and resubmit the tender, as all tenders are only opened after the tender deadline has passed. The last version of the tender is considered the final offer.

When the proposal is submitted the tenderer shall receive an e-mail confirming the submission. If you do not receive a confirmation by e-mail, please check your Spam folder or contact Merzell Support.

### 3 PREQUALIFICATION STAGE

The tenderer's response to the qualification criteria shall be filled out in the ESPD-form in Merzell. These are guidance and information set out in the table directly below. Each tenderer must comply with the below qualification criteria and submit the requested documentation. Failure to fulfil the qualification criteria will lead to rejection.

#### **The tenderer's organizational and legal position:**

Qualification requirement	Required documentation
1. The tenderer shall be a legally established company.	<p>See Part II: Information concerning the economic operator Section A-D as applicable, on the ESPD Self-Declaration Form in Merzell</p> <p>Please provide response on the ESPD Self-Declaration Form by completing the applicable sections and/or tick-boxes, and attach the requested documentation to the qualification application.</p> <p>The following documents shall be attached to the Self-Declaration Form:</p> <ul style="list-style-type: none"><li>Norwegian companies: Certificate of incorporation</li></ul> <p>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</p>
2. <u>Norwegian companies only:</u> The tenderer shall be in compliance with Norwegian rules and regulations regarding tax payments and VAT payments.	<p>See Part III: Exclusion Grounds, Section B: Grounds relating to the payment of taxes or social security contributions on the ESPD Self-Declaration Form in Merzell</p> <p>Please provide response on the ESPD Self-Declaration Form by checking the tick-boxes applicable. And attach the requested documentation to the qualification application.</p>



	<p>The following document shall be attached to the Self-Declaration Form (Norwegian companies only): 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.</p>
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### **Economic and financial standing:**

Please note that if the tenderer is uncertain of whether the company's economic and financial standing fulfils the requirement related to economic and financial standing e.g. the parent company of the tenderer, or another company may guarantee (e.g. through a declaration of commitment or a parent guarantee) that the tenderer will fulfil its obligations under the contract.

<b>Qualification requirement</b>	<b>Required documentation</b>
<p>3. The tenderer shall have an economic and financial standing that makes it able to fulfil its contractual obligations throughout the entire contractual period.</p>	<p>See Part IV: Selection Criteria, Section B: Economic and financial standing, on the ESPD Self-Declaration Form.</p> <p>The following financial documents shall be attached to the Self-Declaration Form:</p> <ol style="list-style-type: none"><li>1. Corporate credit rating of the tenderer from a global credit rating agency or agency with concession in Norway (&lt; 2 months old)</li><li>2. Presentation of financial statements for the <u>two</u> most recent years</li><li>3. Auditors report for the financial statements for the <u>two</u> most recent years</li></ol> <p>We do an overall assessment of the economic and financial standing based on the Current Ratio, Equity ratio and Interest coverage, cash flow from operating activities, annual results and auditor's report.</p>



	<ul style="list-style-type: none"> <li>- <b>Current ratio</b>, meaning current assets divided by current liabilities. The tenderer's current ratio should exceed 1.</li>   <li>- <b>Equity ratio</b>, meaning equity divided by total assets (liabilities + total equity). The tenderer's equity ratio should be higher than 0.1.</li>   <li>- <b>Interest coverage</b>, meaning operating income divided by net financial expenses. It is desirable to keep an interest coverage ratio above 2.0. If the operating income and/or net financial expenses were negative in any of the periods, please indicate this in the ESPD.</li> </ul> <p>None of the indicators will individually have an absolute limit regarding the tenderer's fulfilment of the required standing. However, significant deviations from a single indicator may lead to a rejection. A negative trend on some or most of the indicators may also lead to rejection.</p> <p>If the requested documentation is not available NB may accept other documentation as it finds suitable and relevant. If the financial documentation is showing a negative trend, the Self-Declaration Form should include a short explanation, including an explanation of the tenderer's liquidity risk (the risk that an entity will encounter difficulty in meeting obligations associated with liabilities).</p>
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**Technical and/or professional ability:**

Qualification requirement	Required documentation
4. The tenderer shall have substantial experience from similar assignments.	See Part IV: Selection Criteria, Part C: Technical and professional ability on the ESPD Self-Declaration Form in Mercell Please provide response on the ESPD Self-Declaration Form by checking the tick-boxes applicable, and attach the requested



	<p>documentation to the qualification application.</p> <p>The purpose is to document the tenderer's experience in providing <b>Cyber Security consultancy services</b>.</p> <ul style="list-style-type: none"> <li>• Contributions to the field of Cyber Security through open-source projects attributed to the company and/or its employees with at least 200 users</li> <li>• 3 or more "CVE" attributed to the company and/or its employees</li> </ul> <p><b>In addition, please provide information to support this response and this is required as part of the request for prequalification submission and shall be free text (max 3 pages)</b></p>
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**Self-Declaration regarding other exclusion grounds:**

Other exclusion grounds	Required documentation
<p>The participant shall also confirm that none of the following exclusion grounds are applicable:</p> <ul style="list-style-type: none"> <li>• Participation in a criminal organization, convictions for corruption, fraud, terrorist offences, money laundering or terrorist financing, child labor or any other form of trafficking, cf. Norwegian Procurement Regulation Section 24-2 (2) (shall lead to rejection);</li> <li>• Or grounds relating to insolvency, conflicts of interests or professional misconduct, cf. Section 24-2 (3) (may lead to rejection).</li> </ul> <p>With reference to the Self-Declaration Form Part III Section D, please note that the Norwegian Procurement Regulation includes the following purely national exclusion grounds:</p>	<p>See Part III: Exclusion Grounds, Section A, C and D on the ESPD Self-Declaration Form in Merzell.</p> <p>Please provide response on the ESPD Self-Declaration Form by checking the tick-boxes applicable. This will serve as preliminary documentation for the participants' fulfillment of this qualification criteria at this stage.</p>



<ul style="list-style-type: none"><li>• Acceptance of a fine related to criminal offences referred to above is considered equivalent with a conviction, cf. the Norwegian Procurement Regulation 24-2 (2) and,</li><li>• The Self-Declaration Form only specify exclusion in case of serious professional misconduct while the Norwegian Procurement Regulation also covers serious misconduct in general which may lead to doubts about the professional integrity of the participant, cf. the Norwegian Procurement Regulation Section 24-2 (3) i.</li></ul>	
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A Self-Declaration Form for the participant's fulfillment of the documentation requirements is available in Mercell.

If the participant will rely on the resources of another legal entity to fulfill one or more qualification criteria, a Self-Declaration form from the other undertaking(s) must also be submitted, together with a signed Declaration of Commitment; cf. **Appendix 1**.

Please note that NB may require the documentation at any stage after the deadline of delivery, and participants that cannot document its fulfillment of the qualification criteria will be rejected, regardless of the preceding Self-Declaration.

### 3.1 REJECTION IN RELATION TO THE PREQUALIFICATION STAGE

NB shall or may reject an application pursuant to Chapter 24 of the Public Procurement Regulation.

NB shall reject an application in cases including, but not limited to where;

- the application is incorrect, incomplete or otherwise fails to meet the NB's requirements as set out in the RFP, in particular any minimum requirements;
- the participant is guilty of serious misrepresentation in relation to the procurement process and/or has been convicted in a legally binding judgment, or accepted a fine, in a case regarding participation in a criminal organization, corruption, fraud, terror related activities; money laundering and/or child labour or human trafficking.



NB may reject an application in cases including, but not limited to where;

- the application is received after the deadline;
- the participant has provided misleading information which may significantly influence NB's evaluation regarding rejection, award or down-selection (insofar as relevant);
- the participant has previously materially breached a contract with an entity covered by the Public Procurement Act, where the breach led to termination or other sanctions;
- NB is aware that the participant has not complied with payment of taxes and VAT.

### 3.2 CONSORTIA

NB will consider applications from both individual tenderers and consortia of tenderers. NB may however, if necessary, require in that a consortium of candidates establish a particular type of enterprise after award of the contract.

## 4 CONTENTS AND STRUCTURE OF THE QUALIFICATION APPLICATION

Please ensure that the prequalification application which is submitted to NB includes and is structured in the order as shown in the table below.

Order of documents:	Comment:
1. Cover letter	<p>The cover letter must be in the format incorporated in this RFP and signed by authorized person. See <b>Appendix 2</b>.</p> <p>Please provide evidence of the signatory's or signatories' authority to contractually bind the company, e.g. an excerpt from the relevant company registry, copy board resolution or power of attorney.</p> <p>The cover letter shall include a Self-declaration in which the participant confirms that it is compliant with all qualification/exclusion criteria in <b>Section 3</b> of this RFP.</p>



2. Documentation in reply to qualification criteria	The application shall include a European Single Procurement Document (ESPD), also known as a Self-Declaration Form, in which the participant confirms that it is compliant with all qualification criteria in <b>Section 3</b> of this RFP that none of the exclusion grounds apply. See <b>Merzell</b> .  If the participant will rely on the resources of another legal entity to fulfil the qualification criteria, the other legal entity(ies) must also submit the ESPD - Self-Declaration Form as well as a Declaration of Commitment (See <b>Appendix 1</b> ).
3. Declaration of Commitment Form	A Declaration of Commitment must be signed and completed if the participant will rely on the resources of another legal entity to fulfil qualification criteria. See <b>Appendix 1</b> .
4. Documentation in reply to qualification criteria no. 4	Please provide response on the ESPD Self-Declaration Form by checking the tick-boxes applicable.  <b>In addition, please provide information to support this response, which is required as part of the prequalification submission. A maximum of 3 pages of free text will be evaluated.</b>

## 5 TENDERING STAGE

**Section 5, 6 and 7** are only relevant for participants which have been qualified, selected and thus invited to participate in the tendering stage. Written notice of the prequalification application decision will be given simultaneously to all participants.

The indicated deadline for submitting the tender is stated in **Section 2.3**, but the exact deadline will be communicated through Merzell to the selected and invited participants.

The tender must be valid until **12.10.2021**.

**Tenders received after the deadline will be rejected.** NB is legally required to reject any tenders received after the deadline regardless of the cause of the late delivery (additionally, the portal does not allow tenderers to submit their tender through Merzell after the tender deadline).

### 5.1 REJECTION IN RELATION TO THE TENDERING STAGE

NB shall or may reject a tender pursuant to Chapter 24 of the Public Procurement Regulation.



NB shall reject a tender in cases including, but not limited to where;

- the tender is received after the deadline;
- the tender is incorrect, incomplete or otherwise fails to meet the NB's requirements as set out in the RFP, in particular any minimum requirements;
- the tender contains material reservations/deviations from the contractual clauses in the Draft Agreement or requirements specifications attached in **Appendix 4 and 5**;
- the participant is guilty of serious misrepresentation in relation to the procurement process and/or has been convicted in a legally binding judgment, or accepted a fine, in a case regarding participation in a criminal organization, corruption, fraud, terror related activities; money laundering and/or child labour or human trafficking.

NB may reject a tender in cases including, but not limited to where;

- the participant has provided misleading information which may significantly influence NB's evaluation regarding rejection, award or down-selection (insofar as relevant);
- the participant has previously materially breached a contract with an entity covered by the Public Procurement Act, where the breach led to termination or other sanctions;
- NB is aware that the participant has not complied with payment of taxes and VAT.

## 6 AWARD CRITERIA

The framework agreement will be awarded to the tenderers with the best overall score, based on the award criteria and percentage weighting set out in the table directly below:

Award criteria	Documentation requirement
<p><b>Quality – 75%</b></p> <p>The tenderers will be evaluated based on</p> <ul style="list-style-type: none"><li>a. Coverage of the service areas requested</li><li>b. Experience of consultants</li></ul>	<p>The matrix in <b>Appendix 5</b> shall be filled out and will be the foundation for the evaluation of quality. No additional materials provided not directly related to the requirements in <b>Appendix 5</b> will be evaluated.</p> <p>Requirements labeled “Must have” shall be answered with Yes/No –</p> <p>Requirements labeled “Should have” will be given a qualitative score from 0-10.</p> <p>Requirements labeled “Could have” will not be scored but will count towards the overall evaluation of the total bid.</p>



<p><b>Price – 15 %</b></p>	<p>The tenderer with the best hourly rate for each subsection in <b>Appendix 6</b> will receive the score 10 and the other tenderers will be scored related to the best tenderer. Please confirm reservations and deviations to <b>Appendix 4</b> (TEMPLATE Framework Agreement) by completing the template in <b>Appendix 7</b> (Reservations and Deviations).</p> <p>A price consequence of any non-material reservations to the Framework Agreement will also be added to the evaluation of price.</p>
<p><b>Risk – 10%</b></p> <p><b>Offered additional contractual terms and conditions (not including any reservations to the Framework Agreement.)</b></p> <p><b>The evaluation of “Risk” will include other elements in the participant’s offered terms and conditions <u>not</u> covered by the Requirements Specification. The response to the Requirements Specification will be evaluated under the award criteria “Quality”.</b></p>	<p>Participants offered additional contractual terms and conditions. Please confirm how these additional contractual terms and conditions will be incorporated into the Framework Agreement.</p> <p>Please note that any material reservations or deviations in the final tender will lead to the tender being rejected according to the Norwegian Public Procurement Regulation Section 24-8.</p> <p>Please confirm acceptance of the Code of Conduct in <b>Appendix 8</b>. This is a mandatory requirement.</p>

## 6.1 QUALITY

The evaluation of quality will be based on the tenderer’s response to the requirement specifications in **Appendix 5**, measured against the selected award criterion and its underlying sub-sets of evaluation criteria in the table above.

NB might ask tenderers to demonstrate selected parts of the tender offer to verify the tenderer’s written response.

## 6.2 PRICE

Price will be evaluated according to the submitted price schedule in **Appendix 6**.

The price breakdown is:

- hourly rate for different levels of consultants



A price consequence of any non-material reservations (including those to the Framework Agreement) will also be added to the evaluation price. Please note that material reservations and/or deviations to the Framework Agreement may lead to the tender being rejected according to the Norwegian Public Procurement Regulation Section 24-8.

### 6.3 Risk

Risk will be evaluated based on an assessment of the risk associated with the participant's offered additional terms and conditions (not covered by the Requirements Specification, which are evaluated under the award criteria "Quality"), all related to the subject matter of the contract delivery.

## 7 CONTENT AND STRUCTURE OF THE TENDER OFFER

Please ensure that the tender which is submitted to NB includes and is structured in the order as shown in the table below.

Order of documents:	Comment:
1. Tender letter	<p>The tender letter must be in the format incorporated in this RFP and signed by authorized person. See <b>Appendix 3</b>.</p> <p>The tender letter shall state the participant's commitment to participate in the negotiation, summarizing the proposal/ final tender and the structure of documents submitted (see list below).</p> <p>Please provide evidence of the signatory's or signatories' authority to contractually bind the company, e.g. an excerpt from the relevant company registry, copy board resolution or power of attorney.</p>
2. Documentation in reply to award criteria Quality	<p>The answers and documentation submitted will be evaluated by NB to award the contract in accordance with the award criteria set out in <b>Section 6</b> above and <b>Appendix 5</b>.</p>
3. Price	<p>Tenderer shall fill in all requested price elements in the price schedule in <b>Section 6</b> above and <b>Appendix 6</b>.</p>
4. Offered additional terms and conditions	<p>Tenderer shall provide its offered additional terms and conditions that will apply to the provision of the service.</p>



	<p>Please title the attachment(s): “Additional terms and conditions” to enable easy identification of these as the additional contractual terms offered in your tender documents.</p>
<p>5. Reservations and/or deviations to the Framework Agreement</p>	<p>Tenderer shall fill in <b>Appendix 7</b> to identify its reservations and/or deviations to the Framework Agreement.</p> <p>Please note that any material reservations and/or deviations in the final tender will lead to the tender being rejected according to the Norwegian Public Procurement Regulation Section 24-8.</p>



## Appendix 1: Template – Declaration of Commitment

This declaration is made by:

Company	
Business register no.	
Registered business address	

The undersigned, who confirms that he is capable of legally binding the [Subcontractor company], confirms that the [Subcontractor company] has a contractual obligation to make available for [Participant's company] the necessary resources and capacity in connection with delivery of the Service, insofar as the Participant has stated that it will utilize the Subcontractor's resources and capacity in order to meet the qualification criteria.

The resources and capacity made available relates to the following areas: [brief description of scope of commitment and a reference to the qualification requirement that is fulfilled by submitting this Form of declaration of commitment].

[Date and place]

[Signed by person(s) capable of legally binding the Subcontractor Company]



## Appendix 2: Template – Cover letter

All participants who submit a prequalification application shall submit this cover letter.

**The participant shall complete the table and sign below.**

Participant name (name of the company being the participant):			
Org. number:			
E-mail address:			
Registered address:			
Phone number:			
Contact person:			
Phone number:		Mobile phone:	
E-mail address:			

The abovementioned participant hereby declares its intention to participate in the competition for procurement of Cyber Security consultancy framework agreement.

The undersigned, who is authorised to sign on behalf of the tenderer confirms that the information provided in the tender is correct, accurate and current.

Place:

Date:

Signature:

---

Name of signatory with capital letters:

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Position of signatory:



## Appendix 3: Template – Tender letter

Prequalified and invited tenderers shall submit this tender letter together with the tender.

**The tenderer shall complete the table and sign below.**

Tenderer name (name of the company being the tenderer):			
Org. number:			
E-mail address:			
Registered address:			
Phone number:			
Contact person:			
Phone number:		Mobile phone:	
E-mail address:			

The abovementioned tenderer hereby submits its proposal in the competition for procurement of Cyber Security consultancy framework agreement.

The undersigned, who is authorised to sign on behalf of the tenderer confirms that the information provided in the tender is correct, accurate and current and that the tender is valid until 20.04.2021.

Place:

Date:

Signature:

---

Name of signatory with capital letters:

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Position of signatory:



## **Appendix 4: TEMPLATE Framework Agreement**

See attached document "Appendix 4 - TEMPLATE Framework Agreement - RFP Cyber Security consultancy Framework Agreement.docx".



## **Appendix 5: Requirement Specifications**

See attached document “Appendix 5 - Requirement Specifications - RFP Cyber Security consultancy Framework Agreement.docx”.



## Appendix 6: Price schedule

Service	Seniority	Expected years of experience	Hourly rates in USD*
Detection Engineering	Lead Analyst	6+ years	
	Senior Analyst	3-6 years	
	Analyst	2-4 years	
Threat Hunting	Lead Analyst	6+ years	
	Senior Analyst	3-6 years	
	Analyst	2-4 years	
Adversary Simulation	Lead Analyst	6+ years	
	Senior Analyst	3-6 years	
	Analyst	2-4 years	

\* Hourly rate excluding tax



## Appendix 7: Template – Reservations and deviations

The tenderer shall complete this template, and provide the relevant documentation as required in sections 6 and 7 above. Please answer each of the 2 confirmation statements below and ensure that you have ticked the applicable check-box for each of the 2 confirmation statements.

### CONFIRMATION #1

We confirm that we have no reservations and/or deviations to Framework Agreement as set out in **Appendix 4**.

or:

We confirm in the table below, the list of reservations and/or deviations to the Framework Agreement as set out in **Appendix 4**. We understand that material reservations and/or deviations to these may lead to the tender being rejected according to the Norwegian Public Procurement Regulation Section 24-8.

Concise reference to contractual clause	Reservation or Deviation to the Framework Services Agreement	Rationale for reservation or deviation	Specific amendment drafting proposed for the reservation or deviation

### CONFIRMATION #2

We confirm that we accept of the Conduct of Business Code in Appendix 8. We understand that this is a mandatory requirement.

Date:

Signature:

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Name of signatory:



## Appendix 8: Conduct of Business Code



### Conduct of Business Code for Providers of goods and services

Providers who have access to Norges Bank Investment Management's systems, premises or certain investment related information

Issued 12 October 2016, revised 12 August 2020.

#### 1 Background

Norges Bank is the Central Bank of Norway, established in 1816.

Norges Bank Investment Management (NBIM) is part of Norges Bank, and manages the Government Pension Fund Global.

Being entrusted with considerable authority and confidence, it is important to safeguard the reputation of Norges Bank and NBIM. NBIM takes its responsibility seriously and is committed to conducting business with a high level of ethical standards and in compliance with applicable laws and regulations. Providers of goods and services, who have access to systems, premises or certain investment-related information ("Providers"), are expected to hold the same high standards.

#### 2 Scope

This Code sets out the requirements towards Providers who have access to NBIM's systems, premises or certain investment related information.

This Code, as updated from time to time, is an integral part of the contract with the Provider.

Where differences exist between applicable laws and regulations, the contract with NBIM and this Code, the strictest requirements shall apply, if not otherwise agreed in the contract.

#### 3 Overarching requirements

Providers shall in their performance of the contract:

- a) Comply with applicable laws and regulations.
- b) Comply with the obligations set out in this Code.
- c) Ensure that the Provider's employees comply with all obligations set out in this Code.
- d) Safeguard Norges Bank's reputation through a high level of ethical awareness and integrity.
- e) Ensure that this Code or similar duties as set out in this Code are reflected in contracts with their own suppliers who are directly involved on NBIM accounts, ("Sub-Contractors").
- f) Have appropriate policies and procedures (including awareness training) and internal controls to address compliance with this Code.



- g) Self-monitor (including monitoring of Sub-Contractors') compliance with the Code.

#### 4. Requirements on human rights, labour standards, prohibited business practices and environment

##### 4.1 Human rights, labour standards and discrimination

Providers shall in their performance of the contract:

- a) Respect human rights.
- b) Comply with internationally recognised conventions, such as the United Nation and International Labour Organization conventions on human rights and labour rights.
- c) Take reasonable and appropriate actions to ensure that their personnel who act on behalf of, or are contracted to work for NBIM, treat their colleagues and other NBIM personnel with respect, and avoid any form of discrimination, harassment or bullying.

##### 4.2 Environmental

NBIM seeks to conduct its business in a manner where appropriate attention is paid to environmental issues. Providers are expected to promote environmental business practices in a manner that is appropriate to their business in relation with their work.

##### 4.3 Bribery, corruption, fraud, money laundering and other prohibited business practices

NBIM does not tolerate any form of bribery, corruption, fraud and any other prohibited business practice.

Providers shall not in their performance of the contract:

- a) Offer or give an undue advantage, favour or improper payment to any public official or other third party, neither directly nor through an intermediary.
- b) Offer NBIM representatives or their close associates, any bribe, entertainment or gift in order to influence how they perform their professional duties.
- c) Demand or accept bribes or other improper payment in order to act or refrain from doing what is part of the Provider's normal duties.
- d) Be involved in an arrangement or transaction that relates to fraud or other prohibited practices.
- e) Receive, or be involved in any arrangement or transaction that relates to assets that may be the proceeds of crime (money laundering) or financing of terrorism.

Providers shall take appropriate actions to identify and assess the integrity of the Provider's business relationships

## 5 Other conduct requirements

### 5.1 Confidentiality and media contact

Anyone who works or performs a service for NBIM has, pursuant to the Norges Bank Act section 12, a duty to prevent others from gaining access to, or knowledge of, any matter that they may become aware of in the performance of their duties or service regarding the business affairs of NBIM or of other parties, or of the private circumstances of any person.

The duty of confidentiality remains in force after the completion of the assignment or service contract, and violation is subject to a penalty.



The Provider shall not announce the existence of the contract with NBIM, its subject matter or refer to or use the name of NBIM or Norges Bank in any marketing or other promotional communication, whether to the public or to a person, unless approved by NBIM.

All questions the Provider receives from the media or other external parties regarding NBIM and its business must be directed to the Communications and External Relations group.  
Email: [press@nbim.no](mailto:press@nbim.no)

## 5.2 Conflicts of interest

Providers shall refrain from actions that are liable to generate, or may be perceived to generate, a direct or indirect conflict of interest between their own interests (including those of their employees) and the interests they are to safeguard when performing under the contract.

Providers shall notify any potential conflicts of interest.

## 5.3 Gifts

Provider and its employees shall not offer, directly or indirectly, to NBIM employees or anyone closely related to them gifts except for promotional items of minimal value bearing a company logo customarily offered as part of business meetings and materials received as part of a seminar or educational event.

## 5.4 Inside information

Providers or their employees who in their work for NBIM receive knowledge of inside information or other sensitive information shall not misuse such information, disclose it to others, or trade or recommend others to trade on it. The unauthorised use of such information could result in violation of insider trading laws.

Inside information, also known as material, non-public information in some jurisdictions, generally means information

that is not known to the public, but if it were, would likely affect the market price of a company's securities or financial instruments or be considered important to a reasonable investor in making an investment decision.

## 5.5 Security

Norges Bank Investment Management supports an information security programme and practice that meets recognized industry standards for information protection and IT security, and expects its Providers to do the same.

Providers are expected to manage information and IT security risks, implement reasonable and appropriate security measures, and be able to demonstrate security controls are in place to ensure client information is protected from unauthorized disclosure, access, use or modification, and that security incidents are detected and responded to appropriately.

In addition, Providers shall follow any security requirements specified in contractual agreements with Norges Bank Investment Management.

All questions or security concerns affecting Norges Bank Investment Management shall be directed to the Security group.  
Email: [security@nbim.no](mailto:security@nbim.no)

## 5.6 Personal trading

The personal trading rules of NBIM will apply to Provider's personnel who will be working from NBIM's premises for a specified length of time or through their work with NBIM, have knowledge of, or are engaged in the management of financial instruments where the assignment is not of a sporadic nature.

The NBIM Compliance department determines applicability of the personal trading rules to Provider's personnel,



informs the affected personnel of the relevant rules and procedures to follow, and provides the necessary reporting system and/or forms.

Providers shall communicate to all employees and their own Sub-Contractors, their expectations for compliance with these personal trading rules, where identified as applicable.

## 6 Declaration and right to information

The Provider shall ensure that its employees sign a template declaration of adherence to this Code, in addition certain declarations regarding specific obligations such as confidentiality, personal data, intellectual property, conflicts of interest and security requirements such as use of the Internet and PCs, as may be requested where relevant to the specific assignment.

NBIM will provide the relevant templates for declarations. The declarations shall be signed prior to onboarding and annually during the Provider employees' assignment.

NBIM may check compliance with all or some aspects of this Code at any time, including before the signing of the contract. Providers agree to fully collaborate with such activities.

## 7 Notification of breaches and wrongdoings

Any breach of the requirements set out in this Code will be a breach of contract by the Provider. NBIM reserves the right to any contractual remedy following such breach.

Providers and their employees must notify, insofar as allowed under applicable laws, any suspected or actual breach of the Code or any other suspicions of illegal activities or other forms of wrongdoing in the NBIM workplace at [NBIMethicsline@nbim.no](mailto:NBIMethicsline@nbim.no).