

European Stability Mechanism



Pre-Qualification Document

PQ Ref. No.: IT/09/DT/AG/20

Provision of Deception Technology Services

28/08/2020

Contents

1. INTRODUCTION.....	3
2. CONTENTS OF THIS PQD	3
3.2 Overview of the Procurement Requirement.....	4
3.3 Type of Procurement Procedure.....	4
3.4 Procurement Process Steps and Timelines.....	4
3.5 The ESM "Sole Contact" Details.....	5
3.6 Clarification Matters.....	5
3.7 Application Structure and Response Instructions.....	5
3.8 Coordinates and Guidelines for Submission of Applications.....	6
3.9 Eligibility, Exclusion and Selection Criteria	7
3. TERMS AND CONDITIONS OF THIS PQD	8
3.1 Rights of the ESM.....	8
3.2 Cost of Participating in the Procurement Process	8
3.3 Trade Name, Logo and Marks	8
3.4 Confidentiality	9
3.5 Reliance on Third Parties	9
1.1. Declaration on the Eligibility, Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest.....	19
DECLARATION ON THE ELIGIBILITY, EXCLUSION CRITERIA, ECONOMIC, FINANCIAL AND OPERATIONAL CAPACITY AND THE ABSENCE OF CONFLICT OF INTEREST	20
1.2. Non-Collusion Declaration	21
NON-COLLUSION DECLARATION	22
2. Selection Criteria	23
3. Other Required Information and Documents	26
3.1. Cover Certification Form.....	26
COVER CERTIFICATION FORM.....	27
Submitted in Response to PQ Ref. No.: [-----]	27

1. Introduction

The European Stability Mechanism (“ESM”) is a permanent crisis resolution mechanism established by the euro area Member States as an intergovernmental organisation under public international law. Its purpose is to ensure the financial stability of the euro area as a whole, and of its Member States experiencing severe financing problems, by providing financial assistance through a number of instruments.

More background information about the ESM may be found on the website:

<https://www.esm.europa.eu/>

Neither Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014, nor Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council (as amended) apply to the ESM. The ESM procures supplies, services and works on its own behalf and for its own account pursuant to the ESM Procurement Policy as published on the ESM website. Please visit the ESM website for further information.

This Pre-Qualification Document (“PQD”) sets out the eligibility, exclusion and selection criteria, as part of a pre-qualification stage (“Stage 1”) of the two-stage procurement procedures of the ESM (i.e. Restricted Procedures and Negotiated Procedures), in order to assess the suitability of a Candidate to participate further in this procurement procedure. Candidates, which are successful at Stage 1 (pre-qualified Candidates) and, if applicable, chosen by the ESM among the eligible and suitable Candidates, will be invited to participate in the subsequent Request for Proposal stage of the procurement procedure (“Stage 2”).

For the purposes of this PQD, economic operators who wish to apply to this procurement procedure are referred to as “Candidate” or “Candidates” and their response is referred to as an “Application” or “Applications”.

Unless otherwise defined in this PQD, all capitalised terms used in this PQD have the meanings ascribed to them in the ESM Procurement Policy.

2. Contents of this PQD

The PQD consists of the following documents:

No.	Document Title	Comment
1.	Prequalification Document – Core Document	This document
2.	Annex 1 – Summary Description of the Procurement Requirement	Included as Annex 1 to this PQD
3.	Annex 2 – Eligibility, Exclusion & Selection Criteria including declarations, forms, questions and other response elements to be addressed	Included as Annex 2 to this PQD

3.2 Overview of the Procurement Requirement

The ESM requires the Service Provider to deploy, maintain and support the Solution in the ESM internal network in order to:

- Detect external attackers which have already infiltrated the ESM network by mimicking real production applications and systems in an attempt to lure attackers into an intrusion;
- Generate threat intelligence reports based on the activities performed in the Deceptive Artefacts by attackers.

The Framework Agreement to be awarded as a result of this RfP will have a four (4) year term.

Further information can be found in Annex 1 to this PQD.

3.3 Type of Procurement Procedure

This procurement procedure is carried out by the ESM under a Negotiated Procedure in accordance with Article 9.1 (1) and (2) of the ESM Procurement Policy and is referred to in this PQD as a procurement procedure or a procurement process.

3.4 Procurement Process Steps and Timelines

The ESM plans to carry out the procurement process in accordance with the steps defined in the table below. The ESM reserves, at its sole discretion, the right to vary the steps and timelines.

No.	Procurement Process Steps	Timeline
1.	Contract notice and PQD publication date	28/08/2019
2.	Deadline for submission of clarifications/questions on the contract notice and the PQD	14/09/2019 11:00 hrs (local Luxembourg time)
3.	Response to the clarifications/questions on the contract notice and the PQD	Regularly
4.	Deadline for submission of Applications (the "Applications Deadline")	21/09/2019 11:00 hrs (local Luxembourg time)
5.	Target date of notification of the ESM's decision on pre-qualification to unsuccessful Candidates and dispatch of the RFP to the pre-qualified Candidates	15/10/2019

3.5 The ESM “Sole Contact” Details

Commercial Legal and Procurement
European Stability Mechanism
6a, Circuit de la Foire Internationale
L-1347 Luxembourg
Email: procurement@esm.europa.eu
Attention: Dr. Asta Gerhardt

Unless notified otherwise, the person indicated above shall be the Candidates’ single point of communication with the ESM for the duration of this procurement process.

The ESM shall not be bound by and the Candidates agree not to rely upon any written or verbal statements or representations of any other persons, whether employed by the ESM or not.

3.6 Clarification Matters

The process for clarifications pertaining to the contract notice and this PQD shall be as follows:

- a) Queries can be raised to the Sole Contact as identified in this PQD.
- b) Queries can be raised on any matter in the contract notice or this PQD. However, the ESM reserves the right not to answer any particular query.
- c) The ESM will endeavour to respond to all queries and issue responses in a timely and professional manner. The ESM reserves the right not to answer any queries received after the deadline for submission of the queries.
- d) Subject to point e) below, responses to the queries will be uploaded on the ESM website if they are of relevance to all of Candidates.
- e) If the ESM receives a query from a Candidate which, in the sole discretion of the ESM, constitutes a query relevant to that Candidate only, the ESM will provide response to that Candidate only.

3.7 Application Structure and Response Instructions

When preparing Applications, Candidates should observe the following:

- All documents must be submitted in English.
- Note limitations on any page/word limits specified. Any response exceeding the specified limits may be disregarded beyond that limit.
- Answers should be as concise as possible, complete and comprehensive.
- The ESM does not wish to receive any marketing or other promotional materials.
- Responses to the eligibility, exclusion and/or selection criteria will be evaluated independently and cross-references between response elements are not permitted.
- The Candidate should clearly identify in the Application any requirements specified in this PQD that the Candidate cannot satisfy.

Application Structure			
#	Section	Template and instructions	Document format
1.	Cover Certification Form	Candidates are requested to provide a cover certification form dated and duly signed by an authorised representative on the Candidate's company letterhead (no. 3.1 of Annex 2)	Fully scanned copy with signature in PDF
2.	Declarations	Candidates are requested to submit completed, dated and duly signed declarations (nos. 1.1 and 1.2 of Annex 2)	Fully scanned copy with signature in PDF
3.	General Response	Candidates are requested to respond to the questions posed in this PQD as instructed (see Annex 2 Section 2. Selection Criteria)	PDF
4.	Attachments	Candidates are requested to include any attachments, as requested	PDF

3.8 Coordinates and Guidelines for Submission of Applications

Applications shall be submitted no later than the Applications Deadline specified at point #4 of the Procurement Process Steps and Timeline table and must be submitted only via e-mail to:

Email: procurement@esm.europa.eu

PQ Ref. No.: IT/09/DT/AG/20

Attention: Dr. Asta Gerhardt

Only Applications received through these means will be accepted.

All digital copies of Applications shall be submitted in compliance with the following guidelines:

- a) One file per section as described above in the "Application Structure" table.
- b) Any supporting or additional files must be clearly named.
- c) All files should be named clearly with a sequential number and a relevant file name, e.g.
 - o "Annex 2: 1.1 – Declaration on the eligibility, exclusion criteria, economic, financial and operational capacity and the absence of conflict of interest"
 - o "Annex 2: 1.2 – Non-Collusion Declaration"
 - o "Annex 2: 3.1 – Cover Certification Form"
- d) All files must be provided in a standard non-editable format, such as PDF.

3.9 Eligibility, Exclusion and Selection Criteria

In order to be eligible to participate in this procurement process, Candidates must be either natural persons or legal persons and state that they are not in one of the exclusion situations listed in the declarations nos. 1.1 and 1.2 included in Annex 2.

If such circumstances arise in the course of the procurement process, the Candidate concerned must inform the ESM thereof without undue delay. Candidates may submit evidence to demonstrate their eligibility despite the existence of grounds for exclusion. The ESM may, in its sole discretion, decide whether such evidence is satisfactory.

Candidates must comply with all eligibility and exclusion criteria to be assessed further.

ELIGIBILITY AND EXCLUSION CRITERIA – elements of the evaluation	
Duly executed declarations as requested in Annex 2 nos. 1.1 and 1.2	Pass / Fail

In order to assess a Candidate's capacity to perform the FA the ESM will apply the following selection criteria (full information can be found in **Annex 2 Section 2. Selection Criteria**).

In the event that the Candidate submits an Application together with a third party/-ies and/or with sub-contractor(s), the combined capacities of the Candidate and all such third party/-ies and/or subcontractor(s) will be assessed for the purpose of meeting the selection criteria.

SELECTION CRITERIA – elements of the evaluation	
Economic and financial standing	Pass / Fail
Technical or professional ability	Pass / Fail

Candidates must achieve a rating of "Pass" for all the "Pass / Fail" criteria to be considered successful at Stage 1 (pre-qualified Candidates).

3. Terms and Conditions of this PQD

3.1 Rights of the ESM

By submitting an Application, the Candidates confirm that they have taken note and accepted all terms and conditions of this PQD.

The ESM reserves the right, at its sole discretion and in exceptional circumstances, to accept the Applications received after the closing deadline.

After the ESM opens the Applications, it may request Candidates to submit, supplement, clarify or complete information or documentation which is or appears missing, incomplete, inconsistent or erroneous within an appropriate time limit. The ESM reserves the right to reject from further consideration any such Applications.

The ESM reserves the right to request that Candidates provide documentary evidence in support of the statements made in their Applications.

Any effort by the Candidate to influence the ESM in the process of examination, evaluation and comparison of Applications, or in the decision regarding the pre-qualification process may result in the rejection of the Application.

The ESM may decide, at its sole discretion while complying with the general principles set forth in the ESM Procurement Policy, to cancel this procurement process in whole or in part at any time before the FA is awarded as a result of this procurement process. The cancellation does not give rise to any form of compensation for Candidates.

The ESM will ensure that the information provided by Candidates is treated and stored in accordance with the principles of confidentiality and integrity.

The ESM reserves the right to disclose the contents of Applications to its third party advisors (if applicable) who are bound by the same confidentiality and integrity obligations as the ESM.

If the ESM discovers, before the expiry of the deadline for submissions of Applications, a lack of precision, an omission or any other type of error in this PQD, it will rectify the error and inform all Candidates in writing.

3.2 Cost of Participating in the Procurement Process

All costs relating to the participation in this procurement process, including in particular any costs in relation to the preparation of Applications and of any other documents requested by the ESM and any subsequent follow-up shall be borne exclusively by the Candidate.

3.3 Trade Name, Logo and Marks

The ESM logo, covers, page headers, custom graphics, icons, and other design elements and words or symbols used to identify the description of the procurement requirement are either trademarks, trade names or service marks of the ESM and its licensors, or are the property of their respective owners. These marks may not be copied, imitated or used, in whole or in part, without the explicit prior written consent of the ESM.

3.4 Confidentiality

If the Candidate considers that any part of its Application or other documents/information submitted to the ESM include Confidential Information within the meaning of this section the Candidate must clearly mark such parts of the Application or other documents/information as 'confidential'.

Candidates are advised that their participation in this procurement process constitutes Confidential Information except for the involvement of a third party in the supply of the services offered the Candidate and the announcement by the ESM of the successful Candidate on the ESM website in accordance with Article 9.17 (3) of the Procurement Policy.

Except if required in a judicial or administrative proceeding, or if it is otherwise required to be disclosed by any law or regulation, or where information is already in the public domain, the ESM will: (a) not disclose the Confidential Information; (b) take all reasonable measures to preserve the confidentiality and avoid disclosure, dissemination or unauthorised use of Confidential Information; and (c) not use such Confidential Information for any purpose other than as is necessary in connection with this procurement process. Confidential Information does not include information which (a) was known to the ESM prior to receiving the information from the Candidate; (b) becomes rightfully known to the ESM from a third-party source not known to the ESM (after diligent inquiry) to be under an obligation to the Candidate to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by ESM; or (d) has been developed independently by the ESM or authorised to be disclosed by the Candidate. Confidential Information may only be shared with third parties (e.g. contractors) that have a need to know the Confidential Information in relation to this procurement process and provided that such third parties comply with the confidentiality obligations provided in this section.

In addition, if the Candidate has signed an ESM confidentiality undertaking the Candidate agrees to comply with all obligations set forth in such confidentiality undertaking. If there is a conflict between such confidentiality undertaking and this procurement procedure, the confidentiality undertaking will prevail.

3.5 Reliance on Third Parties

If the Candidate intends to involve a third party in the supply of the services offered to the ESM the Candidate has to ensure that any such third party is bound by the requirements set forth in this PQD.

If a Candidate submits its Application as part of a consortium with a third party/third parties, such Candidate must provide as part of its Proposal:

- a. a clear description of the proposed consortium, its organisational hierarchy and structure, the names of all consortium members and the roles, activities and responsibilities of the consortium leader and each consortium member;
- b. a document authorising the consortium leader to act on behalf of the consortium member(s) (e.g. power of attorney);
- c. a written undertaking from the consortium member(s) confirming that it/they will place, at the consortium leader's disposal, the resources necessary for the performance of the Contract. The written undertaking must be signed by an authorised representative of each such consortium member; and
- d. information on whether the consortium will form a legal entity and if yes, details of the actual or proposed percentage shareholding within such legal entity and other official documents confirming existence of such legal entity. If not, full details of the proposed consortium arrangement including submission of an executed consortium agreement.

For the avoidance of doubt, if a Candidate submits its Application as part of a consortium it cannot submit another Proposal in its own name.

If a Framework Agreement is awarded to a consortium, all consortium members will be jointly and severally liable towards the ESM for all obligations arising of or resulting from the Contract.

If a Candidate considers any changes in the consortium structure it must immediately notify the ESM in writing. The composition of a consortium (including the roles, activities and responsibilities of the consortium leader and each consortium member) cannot be modified or members of the consortium cannot be exchanged, whether during the course of this procurement process or during the term of the Contract, without the prior written consent of the ESM.

If a Candidate intends to sub-contract some of the services offered to the ESM to a third party, the Candidate must provide as part of its Application:

- a. a clear description of the proposed subcontracting arrangement, in particular which tasks the Candidate intends to subcontract and their volume or proportion, the name(s) of the proposed subcontractor(s) and its/their roles, activities and responsibilities; and
- b. a document signed by a subcontractor stating its intention to collaborate with the Candidate should the Candidate be awarded a Contract.

If a Candidate subcontracts some of the services under the FA to subcontractors, it will nevertheless remain fully liable towards the ESM for the performance of such services and responsible for the FA as a whole. The ESM will have no direct legal commitments with the subcontractor(s).

Where the information provided to the ESM indicates that subcontractor(s) is/are to play a significant role in delivering the services offered to the ESM, any changes to the proposed subcontractors must be notified immediately to the ESM. Candidates cannot exchange or replace the subcontractors or modify the nature of the subcontracting arrangement (including the subcontracted tasks, their volume or proportion), whether during the course of this procurement procedure or during the term of the Contract, without the prior written consent of the ESM.

Moreover, any additional subcontractor(s) which was/were not assessed by the ESM during this procurement procedure may only be appointed if the ESM's has given its prior written consent.

3.6 Transfer of Undertakings

The Candidates acknowledge and accept the possibility that if they are awarded the Contract, the Contract may in some cases trigger the application of the relevant provisions of Luxembourg law or of a collective labour agreement regarding transfers of undertakings, in particular, but not limited to, Articles L.127- 1 to L.127-6 of the Luxembourg Labour Code as amended from time to time (collectively the "Regulations"). Consequently, the Candidates acknowledge and accept the possibility that if they are awarded a Contract the staff employed by the existing service provider performing the services to the ESM (the "Employees") may, if necessary, be taken over and/or transferred automatically, by the virtue of the Regulations.

The Candidates are therefore invited, if deemed appropriate and if not already included in the procurement documents, to request the ESM to provide any necessary information regarding the Employees. The ESM reserves the right to answer questions at a later stage of the procurement procedure if deemed appropriate in the ESM's sole discretion.

Should the Regulations be applicable, the existing service provider and the successful Candidate will fully comply with all of their obligations under the Regulations and will take all necessary steps to facilitate the takeover and/or transfer of the Employees. Any discussions regarding potential takeover and/or transfer of the Employees will be directly between the existing service provider and the successful Candidate. All the costs incurred by the successful Candidate in relation to the application

of the Regulations will be borne solely by such Candidate and will not give rise to any financial compensation from the ESM and will not affect in any way the financial proposal submitted by the successful Candidate.

For the avoidance of doubt, no Employee will be transferred to the ESM.

ANNEX 1 - TERMS OF REFERENCE

1. Background and Overview of Requirements

The European Stability Mechanism (the “**ESM**”) is a permanent crisis resolution mechanism established by the euro area Member States as an intergovernmental organisation under public international law, with its seat and principal office at 6a, Circuit de la Foire Internationale, L-1347 Luxembourg (the “**ESM Building**”). Its purpose is to ensure the financial stability of the euro area as a whole and of its Member States experiencing severe financing problems by providing financial assistance through a number of instruments.

The ESM requires a Service Provider to deploy a fully operational deception technology solution (the “**Solution**”) which includes all licenses, appliances or cloud instances required. Furthermore, the Service Provider will provide maintenance and support for the Solution (the “**Services**”) to ensure that it remains functional, updated and secure throughout the term of the contract.

The Service Provider will deploy the Solution into the ESM’s environment in order for the ESM to receive early detection alerts of attacks on systems, applications, administration systems, network equipment and other devices such as printers in the ESM network. The Deception Technology will also need to provide the ESM with detailed reporting of behaviours and objectives of attackers in the ESM network.

The ESM infrastructure is composed of a datacentre (around 150 production servers), services hosted by public cloud providers and workstations (around 430 workstations for members, meeting rooms and a data recover (DR) site).

The ESM is currently migrating on-premise Microsoft servers to the public cloud of Office 365 (for Exchange and SharePoint) and subscribing to new services on the public cloud of Office 365 (for Teams). Candidates must take this into consideration and ensure that the Solution and Services proposed are suitable for the existing and future infrastructure

The ESM intends to conclude a framework agreement (the “**Framework Agreement**”) with a single provider to provide the Solution. The Framework Agreement will be awarded for four (4) year term.

The ESM’s official working language is English, therefore all administrative matters with the successful Service Provider, including but not limited to the Framework Agreement, implementing contracts, invoicing, account management, and reporting, will be conducted in English.

2. Definitions

“**Deceptive Data**” are fake data, folders, files, logs, identities or users.

“**Deceptive Artefacts**” are fake assets that mimic ESM’s production assets and are used to entice, engage and detect an attacker.

“**Deceptive Breadcrumbs**” are used to improve the attractiveness of the Deceptive Artefacts by intentionally making them vulnerable.

“**Deception Backend**” is the centrally managed system that creates, distributes and manages the Deceptive Artefacts and Deceptive Data. The Deception Backend is also the centralised interface used to visualise the alerts and the reporting of the activities performed by the attackers. The Deception

Backend will be maintained by the Service Provider. The Deception Backend will be accessible by ESM interested parties such as the SOC team to consult the reporting on detected attacks.

“Deceptive Strategy” is a set of Deceptive Artefacts and Deceptive Data assembled to mimic legitimate real servers, applications and data that ESM is using.

“Deception Technology” (also referred to as the **“Solution”**) consists of infrastructure and applications in the cloud and/or on-premises (as applicable) to create, distribute and manage fake workstations, servers, devices, applications, services, protocols and data elements essentially indistinguishable from real assets to lures to entice, engage and detect an attacker. Thus, the Solution is made up of the Deception Backend, Deceptive Artefacts and Deceptive Data.

3. Scope of Assignment

The ESM requires the Service Provider to deploy, maintain and support the Solution in the ESM internal network in order to:

- Detect external attackers which have already infiltrated the ESM network by mimicking real production applications and systems in an attempt to lure attackers into an intrusion;
- Generate threat intelligence reports based on the activities performed in the Deceptive Artefacts by attackers.

4. Description of the Services

The Service Provider will be required to provide the following Services:

- Provide all licenses, appliances and/or cloud instances (where applicable) required for the Solution to:
 - Ensure the proper running and the required functionality of the entire Solution;
 - Ensure a secure environment for the entire Solution;
 - Detect attackers who have already infiltrated the ESM network or insider threats by mimicking real production applications and systems in an attempt to lure attackers into interacting with the Solution;
 - Make the Deceptive Technology attractive to attackers by deploying vulnerable services, uploading files with credentials of fake accounts and other Deceptive Breadcrumbs;
 - Generate threat intelligence reports based on malicious activities performed by attackers in the Deceptive Artefacts and Deceptive Data;
 - Regularly report on the functioning and performance of the Solution.
- To deploy, maintain and support the Deception Backend, the Provider may propose a Solution that runs on the ESM’s environment, on the Service Provider’s data centre or on a public cloud (or a mixture if that’s possible and needed).
- Install, configure and regularly update the Deception Backend;
- If the Deception Backend is deployed in the public cloud, the Service Provider is responsible for maintaining contracts with the cloud provider;
- Provide detailed guidance and support if changes are required on ESM infrastructure to install the Solution such as opening firewall rules;
- Provide a secure environment for the Deception Technology with the latest patches deployed, configuration of systems hardened and network segmentation, all in-line with security best practices;
- Implement changes in the configuration of the Deception Backend arising from audits or penetration testing;
- Organise workshops with ESM to design the Deceptive Strategy;

- Undertake the following actions with respect to the Deceptive Artefacts and Deceptive Data, as applicable:
 - Deploy the Deceptive Artefacts across multiple VLANs following the Deceptive Strategy;
 - Restore the Deceptive Artefacts that have been compromised;
 - Desirable feature: Regularly refresh the Deceptive Data to stay attractive to attackers by having recent creation / modification dates and filenames;
 - Regularly refresh the Deceptive Data and Deceptive Artefacts following the frequency and Deceptive Strategy agreed with ESM.
- Create the Deceptive Strategy and ensure it covers the following at a minimum:
 - ESM data centres. The Service Provider will:
 - Mimic ESM server infrastructure (mimicked servers to be agreed with the ESM);
 - Desirable feature: Mimic other ESM infrastructure in the data centre such as load balancers, firewalls, etc.
 - ESM local area network (LAN). The Service Provider will:
 - Deploy deceptive logs on all user laptops and workstations;
 - Deploy deceptive documents on agreed user laptops;
 - Desirable feature: Mimic vulnerable user laptops;
 - Deploy deceptive logs on other agreed workstations (e.g. meeting rooms);
 - Desirable feature: Mimic vulnerable equipment residing in the ESM LAN as agreed with the ESM (e.g. printers, network equipment).
 - Desirable feature: Public cloud. Regardless of the set-up of the Solution, the Service Provider will:
 - Deploy Deceptive Artefacts and Deceptive Data in public cloud environment;
 - Mimic and monitor fake user interface of major public cloud applications such as Office 365;
- The Solution will generate security alerts and reports automatically and upon request of ESM based on security events detected in the Deceptive Artefacts:
 - Generate in near real time security alerts once attacks on the Deceptive Artefacts are detected;
 - Provide reporting based on the attacks detected on the Deceptive Artefacts containing indicator of compromise (the “IoC”) and threat intelligence;
 - Detect multiple types of attacks targeting the Deceptive Artefacts such as reconnaissance attacks, network attacks and attacks targeting specific applications;
 - Automatically export security alerts from the Solution to a Security Incident and Event Monitoring (SIEM) Splunk instance.
- Support and training for the Deception Technology:
 - Technical assistance. The Service Provider will:
 - On a 8/5 basis, from 9am to 5pm Luxembourg time, detect if the Solution is down (such as using heartbeat network) and provide technical support;
 - On a 8/5 basis, from 9am to 5pm Luxembourg time, provide technical support if ESM reports technical issues or requires assistance to use the Solution functionalities;
 - Desired feature: On a 24/7 basis, detect if the Solution is down (such as using heartbeat network) and provide technical support;
 - Desired feature: On a 24/7 basis, provide technical support if ESM reports technical issues or requires assistance to use the Solution functionalities;
 - Training. the Service Provider will:
 - Provide training sessions in English including demonstrations on the functioning and functionality of the Solution to the relevant ESM staff;

- Provide detailed documentations on the Deception Technology features.

4.1 Deliverables

The Service Provider will be required to submit the following deliverables in accordance with the below requirements:

<i>Name of deliverable</i>	<i>Description</i>
Deception Technology	As defined in Section 2 of this Terms of Reference
Infrastructure Documentation	<p>The infrastructure documentation will detail the network flows and how the different components are interconnected within the Solution. The documentation will describe:</p> <ul style="list-style-type: none"> • Where the Deception Backend, Deceptive Artefacts and Deceptive Data will be hosted; • How the Deception Backend, Deceptive Artefacts and Deceptive Data are interconnected in terms of network flows and application flows; • How the Deceptive Artefacts and Deceptive Data are initially deployed and refreshed; • How the ESM or the ESM's third party SOC team, administrators of the Solution and technical support interact with the Solution to: <ul style="list-style-type: none"> ○ Administer the Solution; ○ Obtain remote assistance in case of technical issues; ○ Synchronise with tools of the SOC team.
Deployment Plan	The deployment plan will detail the sequencing of changes performed to setup the Solution.
Application documentation	The application documentation will provide guidance on how to use all the features of the Solution.
Workshop	At least annually, define or update the Deception Strategy which will be followed to deploy the Deceptive Artefacts and Deceptive Data.
Training	<p>Upon commencement of the Framework Agreement and when new features are released, provide training on the Deception Technology to:</p> <ul style="list-style-type: none"> • the SOC Team; • IT Security and IT Operations Teams; • Cloud team; <p>IT Help;</p>

Meeting minutes	The Service Provider will take minutes of all meetings (kick-off and workshop) and will provide a copy to the ESM within one (1) week of the date of the meeting. Unless agreed otherwise, meetings will take place at the ESM premises.
------------------------	--

4.2 Key Personnel

The Service Provider will be required to provide a team of key personnel compliant with the below requirements:

Key Personnel	Minimum expertise requested	University degree
Account manager	3 years of work experience in Deception Technology and 5 years in the field of IT security.	<i>Bachelor degree or above</i>
Technical Consultants	2 year of technical experience in setting up and maintaining Deception Technology.	<i>Bachelor degree or above</i>

4.3 Reporting

The Service Provider will be required to produce the following reports:

Report type	Report content and format	Frequency
<i>Security alert report</i>	Security alert reports will contain the IoC and Threat Intelligence based on security events detected in the Deceptive Artefacts. These reports must be automatically generated and will include at least (when possible): <ul style="list-style-type: none"> • Time of security events detected; • IP addresses, MAC addresses and Hostnames used by the attacker; • Deceptive Artefacts attacked; • Hashes of malicious payloads; • Domain names requested by the attacker; • Description of attacks detected. 	When malicious activities are detected on Deceptive Artefacts
<i>SLA report</i>	The SLA report will provide status updates on evaluation criteria defined in the Framework Agreement between ESM and the Service Provider.	Monthly

4.4 Meetings

The Service Provider will be required to organise and attend the following meetings:

Meeting type	Meeting content and format (online, physical)	Frequency
---------------------	---	------------------

Kick-off meeting	Present the deployment plan and milestones to set up the service.	Upon commencement of the Framework Agreement
Ad-hoc meetings	Meetings required during the duration of the Framework Agreement to discuss any aspect of the Services or the Solution	As and when requested by the ESM

5. Place of Services Performance:

The Provider may propose a solution that runs on the ESM’s environment, on a Service Provider Data Centre or on a public cloud (or a mixture if that’s possible).

The Service Provider will deliver the Services remotely unless requested by the ESM to deliver certain services from the ESM’s premises (e.g. training, implementation).

6. Service Level Agreement (SLA) and Key Performance Indicators (KPIs)

The Framework Agreement awarded as a result of this procurement procedure will include a service level agreement (SLA) with key performance indicators (KPIs). If the service provider fails to meet the KPIs, service credits or other performance management arrangements to address contractual performance may be enforced by the ESM at its sole discretion. The proposed Solution and Services must be supported with a binding SLA for the entire term of the Framework Agreement. Service Providers are encourage to propose additional KPIs.

- 1) The Solution must be available on a 24/7 basis and have a minimum availability of 99.5% excluding scheduled maintenance;
- 2) The Deception Backend will have a minimum uptime of 95% per month excluding scheduled maintenance and, if applicable, any downtime caused by the ESM’s hosting provider if the Deception Technology is hosted on the ESM’s environment;
- 3) The Response Time for Incidents must be less than one working day;
- 4) The Resolution Time for Incidents must be in less than two working days;

“**Incident**” means any issue impacting the proper functioning of the Deception Technology.

“**Resolution Time**” means the period of time between receipt of notice of an Incident (either from the ESM or via Service Provider monitoring) and implementing a resolution to the Incident.

“**Response Time**” means the period of time between receipt of notice of an Incident (either from the ESM or via Service Provider monitoring) and issuing a response to the ESM confirming that the issues is under investigation and further detail on the planned Resolution Time (if any).

1.	#	• KPI
	• 1	<ul style="list-style-type: none"> • The number of Incidents responded in less than one (1) working day per total number of Incidents will be a minimum of 95% per month. • Only Incidents on the infrastructure or applications managed by the Service Provider will be considered.
	• 2	<ul style="list-style-type: none"> • The number of Incidents resolved in less than two (2) working days per total number of incidents will be a minimum of 95% per month. • Only Incidents on the infrastructure or applications managed by the Service Provider will be considered.

• 3	<ul style="list-style-type: none">• Number of changes implemented without unintended consequences (e.g. defects/bugs)/total number of changes will be a minimum of 95% per month.• Only changes on the infrastructure or applications managed by the Service Provider will be considered.
-----	---

ANNEX 2
ELIGIBILITY AND EXCLUSION CRITERIA, SELECTION CRITERIA AND
OTHER REQUIRED INFORMATION AND DOCUMENTS

1. Eligibility and Exclusion Criteria

1.1. Declaration on the Eligibility, Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest

Candidates are requested to complete, date and duly sign by an authorised representative the below Declaration on the Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest.



DECLARATION ON THE ELIGIBILITY CRITERIA

The undersigned, acting in his/her own name/acting as a duly appointed representative on behalf of [NAME OF ECONOMIC OPERATOR], certifies that it

1. is not bankrupt or being wound up, subject to administration or in any similar situation provided for in national legislation or regulations.
2. is not guilty of grave professional misconduct, which renders its integrity questionable.
3. is not in breach of obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it resides or is established or where the contract awarded as a result of this procurement process is to be performed.
4. has not shown significant or persistent deficiencies in the performance of another contract, or with its obligations under the law.
5. or its management, staff or agents are not subject to a conflict of interest.
6. has not seriously misrepresented information required by the ESM.
7. did not and will not contact other Candidates with the purpose of distorting competition, or try to unduly influence the ESM's decision-making process.

If any circumstances arise during the course of the procurement process which may affect the above, the undersigned must inform the ESM thereof without undue delay. The ESM may, in its sole discretion, request evidence of the above.

The Economic Operator may submit evidence to demonstrate its eligibility despite the existence of any of the above grounds for exclusion. The ESM may, in its sole discretion, decide whether such evidence is satisfactory.

By: Signature (Signed) _____
Name and Title (Typed) _____
Place and Date _____

1.2. Non-Collusion Declaration

Candidates are requested to complete, date and duly sign by an authorised representative the below Non-Collusion Declaration.



NON-COLLUSION DECLARATION

The undersigned, acting in his/her own name/as [a] duly appointed representative(s)* of [NAME OF THE CANDIDATE] declare(s) the following:

I refer to the PQ Ref. No.: **IT/09/DT/AG/20**, launched by the ESM in relation to which the Candidate has submitted an Application.

In relation to the PQ Ref. No.: **IT/09/DT/AG/20**, the Candidate has not breached any applicable provisions of competition law or other applicable laws. In particular, the Candidate has prepared the Application completely independently and certifies that it has not and will not divulge, discuss or compare its Application with other Candidates participating in this procurement process and has not and will not contact or collude with such other Candidates with the purpose of distorting competition. The Candidate will take all appropriate and necessary measures to ensure that its subcontractors or other third parties involved respect the same rules and principles.

The Candidate is not aware of any elements that could influence competition between the different Candidates participating in this procurement process. If the Candidate becomes aware of any such elements it will immediately and in writing disclose such elements to the ESM.

By: Signature (Signed) _____
Name and Title (Typed) _____
Place and Date _____

*Delete as appropriate

2. Selection Criteria

As part of their Application, Candidates are requested to address each item/question below and supply the requested evidence in the correspondingly named and numbered way.

Please note that for the purpose of the evaluation of the Applications the ESM will assess the responses provided to the items set out below in this Section 2.

2.1. Economic and financial standing

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
Economic and Financial Standing	1	Pass/Fail	The Candidate must have an annual, global revenue in excess of EUR 250,000 in each of its last three (3) most recent completed fiscal years generated from the provision of similar services to those set out in Annex 1 to this PQD.	Attestation

2.2. Technical or professional ability

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
Technical or Professional Ability	1	Pass/Fail	The Candidate must have at least three years of relevant experience in the provision of Deception Technology services.	Attestation - The Candidate must present minimum three (3) and maximum five (5) references from the last three (3) years prior to the publication date of this procurement procedure, e.g. letters/emails of recommendations from previous clients for the provision of similar services to those set out in Annex 1 to this PQD. - Summary description of minimum two (2) and maximum three (3) examples of previous engagements similar to those set out in Annex 1 to this PQD for which have been completed in the last three (3) years prior to the publication date of this procurement procedure. The description must include value, size and duration of the engagement. The maximum number of pages should be not more than three and that the descriptions may be anonymised.

	2	Pass/Fail	The Candidate must have sufficient resources in place and readily available to perform the services.	Attestation Summary description containing company profile, number of staff and back-ups required to perform services specified in Annex 1.

FOR INFORMATION ONLY ITEMS		
Item No	[Description of the field/area]	RESPONSE
1.1.	Will the server(s) containing ESM data be located outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	
1.2	Is the entity contracting with the ESM ("Contracting Entity") registered outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	
1.3	Is any entity directly or indirectly controlling the Contracting Entity (e.g. a parent company) registered outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	
1.4	Is any other entity with access to ESM data (e.g. a subcontractor providing the IT infrastructure/servers) registered outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	
1.5	Is the ESM data going to be encrypted and who will have access to the encryption key? a) No encryption b) Encryption yes; the Candidate will have access to the encryption key c) Encryption yes; the Candidate will not have access to the encryption key, but only the ESM and/or a third party	

3. Other Required Information and Documents

3.1. Cover Certification Form

Candidates are requested to complete, date and duly sign by an authorised representative the below Cover Certification Form.



COVER CERTIFICATION FORM

Submitted in Response to PQ Ref. No.: IT/09/DT/AG/20

The undersigned, acting in his/her own name/acting as [a] duly appointed representative(s)* on behalf of [NAME OF THE CANDIDATE], certify that this Application is made without prior understanding, agreement, or connection with any other person(s) or company(ies) submitting an Application in this procurement process and is in all aspects fair and without collusion or fraud. I certify that I am authorised to sign this Application on behalf of the Candidate.

I further certify that:

- The submission of this Application is deemed as acceptance of all the terms and conditions of this PQD.
- The content of this Cover Certification Form, the Declaration on Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest, the Non-Collusion Declaration and the Application are true, accurate and complete.
- When providing an attestation/confirmation in my responses and justifications to the Selection criteria such responses and justifications are true, accurate and complete.

Required Information

Response of Candidate

Exact legal name:

Legal type (e.g. private limited liability company):

City, Country:

Nationality or Head Office Location:

Registered office address:

Telephone:

Website:

E-mail address:

Name of the authorised contact person for matters pertaining to this PQ	
--	--

E-mail:	
----------------	--

Name and title of representative(s) signing the Application on behalf of the Candidate:

By: Signature (Signed) _____

Name and Title (Typed) _____

Place and Date _____

*Delete as appropriate