



## **OPEN CALL FOR TENDERS**

### ***Tender Specifications***

# **“Study on monetizing privacy. An economic model for pricing personal information”**

**ENISA P/34/10/TCD**

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# PART 1 INTRODUCTION to ENISA

## 1. BACKGROUND

Communication networks and information systems have become an essential factor in economic and social development. Computing and networking are now becoming ubiquitous utilities in the same way as electricity or water supply. The security of communication networks and information systems, in particular their availability, is therefore of increasing concern to society. This stems from the possibility of problems in key information systems, due to system complexity, accidents, mistakes and attacks to the physical infrastructures which deliver services critical to the well-being of European citizens.

For the purpose of ensuring a high and effective level of network and information security within the Community and in order to develop a culture of network and information security for the benefit of the citizens, consumers, enterprises, and public sector organisations within the European Union (EU), thus contributing to the smooth functioning of the Internal Market, a European Network and Information Security Agency (ENISA) was established on 10 March 2004<sup>1</sup>.

## 2. SCOPE

The Agency shall assist the European Commission and EU Member States, and in consequence cooperate with the business community, in order to help them to meet the requirements of network and information security, thereby ensuring the smooth functioning of the Internal Market, including those set out in present and future Community legislation, such as in the Directive 2002/21/EC.

## 3. OBJECTIVES

The Agency's objectives are as follows:

- The Agency shall enhance the capability of the Community, EU Member States and, as a consequence, the business community to prevent, to address, and to respond to network and information security problems.
- The Agency shall provide assistance and deliver advice to the Commission and EU Member States on issues related to network and information security falling within its competencies as set out in the Regulation.
- Building on national and Community efforts, the Agency shall develop a high level of expertise.
- The Agency shall use this expertise to stimulate broad cooperation between actors from the public and private sectors.
- The Agency shall assist the Commission, where called upon, in the technical preparatory work for updating and developing Community legislation in the field of network and information security.

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<sup>1</sup> Regulation (EC) No 460/2004 of the European Parliament and of the Council of 10 March 2004 establishing the European Network and Information Security Agency. A "European Community agency" is a body set up by the EU to carry out a very specific technical, scientific or management task within the "Community domain" ("first pillar") of the EU. These agencies are not provided for in the Treaties. Instead, each one is set up by an individual piece of legislation that specifies the task of that particular agency.

## 4. TASKS

In order to ensure the fulfilment of its objectives, the Agency's tasks will mainly be focused on:

- Advising and assisting the Commission and the Member States on network and information security and in their dialogue with industry to address security-related problems in hardware and software products.
- Collecting and analysing data on security incidents in Europe and emerging risks.
- Promoting risk assessment and risk management methods to enhance our capability to deal with network and information security threats.
- Awareness raising and cooperation between different actors in the network and information security field, notably by developing public-private partnerships in this field.

The Agency shall base its operations on carrying out a work programme adopted in accordance to the relevant Articles of the establishing regulation. The work programme does not prevent the Agency from taking up unforeseen activities that follow its scope and objectives and within the given budget limitations.

## 5. ORGANISATIONAL FRAMEWORK

The bodies of the Agency comprise a Management Board, an Executive Director (and his staff) and a Permanent Stakeholder Group. The Executive Director is responsible for managing the Agency and performs his/her duties independently.

The Management Board is entrusted with the necessary powers to: establish the budget, verify its execution, adopt the appropriate financial rules, establish transparent working procedures for decision making by the Agency, approve the Agency's work programme, adopt its own rules of procedure and the Agency's internal rules of operation, appoint and remove the Executive Director. The Management Board should ensure that the Agency carries out its tasks under conditions which enable it to serve in accordance with the Regulation establishing it.

The Permanent Stakeholders Group is composed of experts representing the relevant stakeholders, such as Information and Communication Technologies industry, consumer groups and academic experts in network and information security. The Permanent Stakeholders Group advises the Executive Director in the performance of his duties under the Regulation, in drawing up a proposal for the Agency's work programme and in ensuring communication with the relevant stakeholders on all issues related to the work programme.

The Executive Director will establish, in consultation with the Permanent Stakeholders Group, ad hoc Working Groups composed of experts. Where established, the ad hoc Working Groups shall address in particular technical and scientific matters.

## 6. ADDITIONAL INFORMATION

Further information about ENISA can be obtained on its website: [www.enisa.europa.eu](http://www.enisa.europa.eu).

For ENISA's legal base please go to the following [link](#).

## PART 2 TECHNICAL DESCRIPTION

### 1. CONTEXT OF THE WORK

In 2010, ENISA launched new activities<sup>1</sup> in the area of “*Trust and Privacy in the Future Internet*”. An example of work in this area is a study covering online service models and their support for security, privacy and accountability (published in December 2010<sup>2</sup>). In the context of this work, an analysis of online service models was carried out evaluating the mechanisms for obtaining informed, unambiguous user consent for the disclosure of personal data; reputation and trust mechanisms are considered as well. ENISA intends to continue its work addressing privacy in 2011, investigating also the issues of economics of privacy.

In the Digital Agenda<sup>3</sup>, the Europe's strategy for a digital economy till 2020, policies and actions are identified and outlined to maximise the benefits of the Information and Communication Technologies (ICT). In the Section “*A vibrant digital market*” of the Digital Agenda is stated the need for “... *innovative business modes, through which content would be accessed and paid for in many different ways, that achieve a fair balance between right-holders' revenues and the general public's access to content and knowledge*”. Given the commoditization of personal information and the increased use of consumer profiles for behavioural advertising, studies on the area of monetizing privacy are required.

This work is carried out in the context of ENISA Work Programme 2011<sup>4</sup>, Work stream 3 “*ENISA as promoter of privacy & trust*”, Work package 3.2 “*Deploying privacy & trust in operational environments.*” Monetizing privacy is a ‘horizontal’ area of work supporting privacy topics.

The economics of privacy studies the trade-offs associated with the protection or revelation of personal information [Taylor 2004, Acquisti 2010]<sup>5</sup>. Models in the economic literature analyze the welfare effects of information sharing, which may lead to increased discrimination and behavioural targeting of individuals. Other studies are using assumptions regarding individual decisions, which are not always aligned with the declared attitude of the individuals regarding their personal information. For example, people might state that they are concerned about their privacy, but then share personal information for little benefit (so-called “privacy paradox”). The behavioural economics of privacy attempts to address such aspects [Norberg et al. 2007, John et al. 2009]<sup>6</sup>.

Recent studies confirm the apparent disjunction between privacy concerns and actual behaviour [Joinson et al. 2010]<sup>7</sup>, showing that trust is influencing individuals' behaviour and that individuals' attitude towards privacy can be contextual, dependent on the specific situation. In some cases

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<sup>1</sup> ENISA Work Programme 2010, available at: <http://www.enisa.europa.eu/media/key-documents/enisa-work-programme-2010> , p. 36.

<sup>2</sup> The reports will be available at: <http://www.enisa.europa.eu/act/it>

<sup>3</sup> A Digital Agenda for Europe, COM(2010)245, May, 2010, available at: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:52010DC0245%2801%29:EN:NOT>

<sup>4</sup> ENISA Work Programme 2011, at: <http://www.enisa.europa.eu/about-enisa/activities/programmes-reports>

<sup>5</sup> [Taylor, 2004] Curtis R. Taylor, *Consumer Privacy and the Market for Customer Information*, RAND Journal of Economics, Vol. 35, No. 4, 2004, pp. 631-650.

[Acquisti, 2010] Alessandro Acquisti, *From the Economics to the Behavioral Economics of Privacy: A Note*, ICEB, LNCS 6005, 2010, pp. 23-26.

<sup>6</sup> [Norberg et al., 2007] Patricia A. Norberg, Daniel R. Horne, and David A. Horne, *The Privacy Paradox: Personal Information Disclosure Intentions versus Behaviors*, Journal of Consumer Affairs, Vol. 41, No. 1, pp. 100-126.

[John et al., 2009] John, Leslie K. , Acquisti, Alessandro and Loewenstein, George F., *The Best of Strangers: Context Dependent Willingness to Divulge Personal Information*, July, 2009, available at SSRN: <http://ssrn.com/abstract=1430482>

<sup>7</sup> [Joinson et al., 2010] Joinson, Adam N., Reips, Ulf-Dietrich, Buchanan, Tom Schofield, and Carina B. Paine, *Privacy, Trust, and Self-Disclosure Online*, Human-Computer Interaction, 25: 1, 2010, pp. 1-24, available at: <http://www.informaworld.com/smpp/section?content=a920445699&fulltext=713240928>.

people are willing to ignore their privacy concerns in the context of a trusted requester while a different attitude is shown in case of an untrustworthy organization or individual.

In the study [EC DG Just, 2010]<sup>1</sup> covering the economic benefits of *privacy enhancing technologies* (PETs), it has been noticed that in practice individuals are indifferent when it comes to actual purchasing PETs solutions even if in surveys they show interest in paying a certain amount for privacy provisions under certain conditions. Based on the same study, which focuses mostly on the data controllers' economical impact, it appears that economic benefits of PETs deployment need to be assessed on case-by-case basis; however, as technologies mature and become better known, the deployment rate could see an increase. The public sector has a role in helping data controllers to understand the benefits of PETs; this could be achieved if technologies would be endorsed and development of PETs would be supported. The data controllers' decision to deploy PETs is determined by similar factors that influence the demand of individuals (fear of data loss, etc.) but also by the benefits assured by the availability of personal data as an economic resource; using PETs might reduce these benefits (i.e. due to the cost of PETs deployment).

A basic model for better understanding of the economic trade-offs in information sharing and the economic value of personal information *has yet to be developed* and is the purpose of this project. Social networks and other online services (e.g. online search engines) provide opportunities for commoditization of personal information and for the use of consumer profiles for behavioural advertising.

There is a need for an economic model of privacy, which formalizes the relative value of personal information (considering also the bargaining power of individuals or of individuals being part of a group) and also the possibility of establishing a fee for certain online services. Data protection and information of the consumer about how information is shared by services providers are important.

At the same time there is a need to better understand how information sharing is regulated in different European countries; consequences of these regulations for individuals and for service providers should be evaluated.

In this respect the proposed study is expected to support future policy recommendations that would facilitate both types of services – services available for free (and sustained by advertising) and fee-based.

## **2. TASKS**

The study should cover 3 main parts which will be integrated into a final report.

### **2.1 Task 1. Overview**

The first part should identify and present an overview of recent scientific publications addressing economics of privacy and the current findings regarding pricing of personal information (with behavioural aspects in this context).

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<sup>1</sup> The European Commission - DG Justice, Freedom and Security, *Study on the economic benefits of privacy- enhancing technologies (PETs)*, July 2010, available at: [http://ec.europa.eu/justice/policies/privacy/studies/index\\_en.htm](http://ec.europa.eu/justice/policies/privacy/studies/index_en.htm)

## **2.2 Task 2. Theoretical model**

The second part of the study should provide as outcome a model for pricing of personal information and an evaluation of the welfare effects on consumers and providers. This part should include a clear motivation for the choice of the model and also a discussion regarding other existing models. The proposed model should include all the factors which have an influence on the value of personal information for both, consumers and providers. The model should address the information asymmetry between consumers and online service providers; price discrimination should not be ignored.

## **2.3 Task 3. Validation of the model**

The model proposed in Part II is validated. The validation could assume both laboratory experiments and field experiments with use of real data by providers if possible. For field validation online services could be considered.

## **2.4 Task 4. Final report**

The final report will integrate the outcome of the previous 3 tasks. It will provide, besides the state-of-the-art overview of the field, the theoretical model and its validation, a clear view of the pros and cons of the findings as well as suggestions and recommendations for further initiatives and research.

## **3. LIST OF DELIVERABLES**

The following deliverables (mapped from the overview presented above) are requested based on the milestones outlined in '*Article 6 – Duration of the service*':

- D1.** Literature overview of recent publications in the field of economics of privacy
- D2.** Theoretical model for monetizing privacy
- D3.** Evaluation study of the proposed model
- D4.** Final report

Based on the deliverables D1-D3, the study will be integrated into the final report D4.

Experience of the Tenderers will be evaluated. Collaboration between well known experts in the field is encouraged for assuring the high quality of the work.

External experts could be invited by ENISA to provide feedback and/or recommendations during each stage of the project. The contractor should take into consideration and incorporate the recommendations received in this way.



#### **4. EXPECTED SKILLS**

- Proven knowledge and experience in the areas of economics of privacy, e-privacy and data protection legislation;
- Previous publications (articles, studies, reports) addressing topics as privacy, economics of privacy, behavioural economics of privacy, analysis and modelling of privacy, behavioural and experimental economics, field experiments related to privacy. List(s) of publications should be included in the proposal; at least 2 experts from the Tenderer team should fulfil this requirement;
- Previous involvement in projects addressing the above mentioned topics;
- Excellent Project Management skills ;
- Experience in writing reports on technical issues for non-technical audience;
- Excellent communication skills;
- English as working language.

#### **5. PLACE OF EXECUTION OF THE ACTIVITIES AND COMMUNICATIONS**

The execution of the activities will take place at the Contractor's premises. The contractor is required to be present at ENISA premises for all necessary meetings and for collecting all relevant information to conduct the analysis. For this purpose network based collaborative tools (i.e. videoconferencing) could also be used.

At least the following communication with the contractor is expected.

- One kick off meeting organised either at ENISA premises, or at the contractors premises or alternatively at a location convenient to both.
- Regular teleconferences on the progress achieved (at least one per 2 weeks)

It should be mentioned that the costs of such business trips should be included in the total offer. ENISA will not additionally reimburse the contractor for taking part in these meetings.

Quality assurance, review and final approval of deliverable, and project sign-off will take place at a location to be agreed on later. Informal and regular contacts should be maintained by telephone and e-mail.

#### **6. DURATION OF THE SERVICE**

The Tenderer is required to make a proposal in their tender for the time schedule of the activities in order to carry out the project (e.g. including a Gantt chart). In its offer the Tenderer should indicate the estimated amount of person days required to accomplish all tasks associated with this Call for Tenders.

The successful contractor should cooperate with relevant ENISA experts through the whole process of preparation of the report; progress reports should be provided and conference calls agreed on at least bi-weekly basis.

The tasks should be accomplished within the following deadlines<sup>1</sup>:

- Task 1, (deliverable D1) – 15<sup>th</sup> of April 2011
- Task 2, (deliverable D2) – 15<sup>th</sup> of May 2011
- Task 3, (deliverable D3) – 30<sup>th</sup> of August 2011
- Task 4, (deliverable D4) – 30<sup>th</sup> of September 2011

The draft report should be finalized and presented to ENISA not later than the 30<sup>th</sup> of September, 2011. The final report should be delivered not later than the 31<sup>st</sup> of October 2011. ENISA will provide comments for each stage within a maximum of 2 weeks. The comments from ENISA (or external experts) should be processed until the 31<sup>st</sup> of October 2011 at the latest.

## 7. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER

The Tenderer shall enclose with the **Technical Offer** all documents and information that will enable its offer to be assessed in terms of quality and of compliance with the Specifications. An Offer shall include a description of the operational means and procedures to be implemented to perform the Contract, supported where appropriate by related documents.

An Offer shall cover the following aspects:

- **Skills of the expected contactor**
  - The Tenderer will have to present its compliance with the expected skills as described in the relevant section.
- **Description of the deliverables**
  - The deliverables must be presented as requested in section entitled “Deliverables”.
  - The prospective contractor is expected to provide insights on the work to be carried out under Tasks 1, 2 and 3.
- **Management of provision of services**
  - Project Management: a close description of the project management method used including quality assurance is required. Breakdown of tasks; milestones definition; assignment of experts to tasks and person days to tasks should be presented in a Gantt chart, included in the offer.

At the kick off meeting, the Gantt charts will be confirmed as final.

The prospected contactor must also identify possible risks to the project and propose mitigation measures.

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<sup>1</sup> In the case of an Open Call for Tender, more than 2 months are needed from the moment of publication of the call till the contract is signed with the winning Tenderer. These deadlines assume publication of the call before the middle of December 2010.

- Availability and ability of the Contractor to respond: prompt availability of resources is required within the specified delivery timeframes. Additionally, any ancillary or support resources, such as a network of associates to support the scope of this Call for Tenders must be clearly stated.
- Short CV's of the experts that will be allocated in the project focussing on their experience and expertise on the areas covered by the study (note should be taken on fulfilling the requirements from Section 4. Expected Skills).

## **8. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER**

The Price offer must be provided using the 'Financial Offer' form (see Annex IV).

## **9. TENDER RESULT AND ESTIMATED CONTRACT VALUE**

The result of the evaluation of tenders will be the awarding of a Service Contract. The total estimated budget cannot exceed **70,000.00 Euros (seventy thousand Euros)** covering all tasks executed and including all costs (e.g. travelling expenses of the contractor).

## **10. PRICE**

Prices submitted in response to this Call for Tenders must be inclusive of all costs involved in the performance of the contract. Prices shall be submitted only in Euro and **VAT excluded**.

## **11. PRICE REVISION**

Price revision does not apply to this tender procedure.

## **12. COSTS INVOLVED IN PREPARING AND SUBMITTING A TENDER**

ENISA will not reimburse any costs incurred in the preparation and submission of a Tender. Any such costs must be paid by the Tenderer.

## **13. PERIOD OF VALIDITY OF THE TENDER**

Tenderers must enclose a confirmation that the prices given are valid for (90) ninety days from the date of submission of the tender.

## **14. PROTOCOL ON THE PRIVILEGES AND IMMUNITIES OF THE EUROPEAN COMMUNITIES**

ENISA is exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities. Tenderers must therefore give prices which are exclusive of any taxes and duties and must indicate the amount of VAT separately.

## **15. PAYMENT ARRANGEMENTS**

Payments under the Contract shall be carried out subject to prior approval of the Services by ENISA within 30 days after an invoice is submitted to ENISA. One single payment will be made after receipt and approval of the deliverables by ENISA. An invoice must specify the specific

deliverables covered. A note that accompanies the final deliverables must present the resources used for each of the deliverables presented. Time sheets should be submitted as appropriate.

## 16. CONTRACTUAL DETAILS

A Service Contract will be proposed to the selected candidate. A draft version is attached to this tender document. (See Annex V)

***Please note that the general conditions of our standard service contract cannot be modified. Submission of a tender by a potential contractor implies acceptance of this contract and all of the terms and conditions contained therein. It is strongly recommended that you have this draft contract checked and passed by your legal section before committing to submitting an offer.***

## PART 3 ADMINISTRATIVE DETAILS

### 1. FORMAL REQUIREMENTS

#### 1.1 Address and deadline for submission of the Tender:

You are invited to tender for this project and requested to submit your tender no later than **28<sup>th</sup> January 2011** either by:

- a) **Registered post or express courier**. The postal service's dated stamp or the courier company's printed delivery slip and stamp will constitute proof of compliance with the deadline given above:

or

- b) **Hand-delivery** (direct or through any authorised representative of the Tenderer) by 17.00 hours on **28<sup>th</sup> January 2011** in order to establish proof of the date of deposit, the depositor will receive from an official at the below-mentioned address, a receipt which will be signed by both parties, dated and time stamped.

Please note that in this case it is the date and time actually received at the ENISA premises that will count.

The offer must be sent to one of the following addresses:

Postal Address		Express Courier & Hand Delivery
European Network and Information Security Agency (ENISA)  For the attention of: The Procurement Officer PO Box 1309 71001 Heraklion Greece	or	European Network and Information Security Agency (ENISA)  For the attention of Procurement Section Science and Technology Park of Crete (ITE) Vassilika Vouton 700 13 Heraklion Greece

**Please Note:** Due to frequent delays encountered with the postal services in Europe, we would ***strongly suggest that you use a courier service***. It is important to avoid delays to the programmed Opening and Evaluation dates as this will in turn delay the contract award, thereby affecting project completion dates.

Please note that late despatch will lead to exclusion from the award procedure for this Contract.

## 1.2 Presentation of the Offer and Packaging

The offer (consisting of one original and two copies) should be enclosed using the double envelope system, both of which should be sealed. If self-adhesive envelopes are used, they should be further sealed with adhesive tape, upon which the Tenderer's signature must appear.

The **outer envelope**, in addition to the above-mentioned ENISA address, should be marked as follows:

OPEN CALL FOR TENDER NO. <b>ENISA P/34/10/TCD</b>
<b>“Study on monetizing privacy. An economic model for pricing personal information”</b>
NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE <b>8<sup>th</sup> FEB 2011</b> TENDERED BY THE FIRM: <PLEASE INSERT NAME OF THE TENDERER/COMPANY>

The **inner envelope** should be marked as follows:

OPEN CALL FOR TENDER NO. <b>ENISA P/34/10/TCD</b>
<b>“Study on monetizing privacy. An economic model for pricing personal information”</b>
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE <b>8<sup>th</sup> FEB 2011</b> TENDERED BY THE FIRM: <PLEASE INSERT NAME OF THE TENDERER/COMPANY>

## 1.3 Identification of the Tenderer

Tenderers are required to complete the **Legal Entity Form (Annex I)** which must be signed by a representative of the Tenderer authorised to sign contracts with third parties. There is one form for 'individuals', one for 'private entities' and one for 'public entities'. A standard form is provided for each category - please choose whichever is applicable. In addition to the above, a **Financial Identification Form** must be filled in and signed by an authorised representative of the Tenderer and his/her bank (or a copy of the bank account statement instead of bank's signature). A specimen form is provided in **Annex II**. Finally a **Declaration by Authorised Representative (Annex VI)** must also be completed for internal administrative purposes.

The **Legal Entity Form** must be supported by the following documents relating to each Tenderer in order to show its name, address and official registration number:

**a) For private entities:**

- A legible copy of the instrument of incorporation or constitution, and a copy of the statutes, if they are contained in a separate instrument, or a copy of the notices of such constitution or incorporation published in the national or other official journal, if the legislation which applies to the Tenderer requires such publication.
- If the instruments mentioned in the above paragraph have been amended, a legible copy of the most recent amendment to the instruments mentioned in the previous indent, including that involving any transfer of the registered office of the legal entity, or a copy of the notice published in the relevant national or other official journal of such amendment, if the legislation which applies to the Tenderer requires such publication.
- If the instruments mentioned in the first paragraph have not been amended since incorporation and the Tenderer's registered office has not been transferred since then, a written confirmation, signed by an authorised representative of the Tenderer, that there has been no such amendment or transfer.
- A legible copy of the notice of appointment of the persons authorised to represent the Tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication.
- If the above documents do not show the registration number, a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number.
- If the above documents do not show the VAT number, a copy of the VAT registration document, where applicable.

**b) For Individuals:**

- A legible copy of their identity card or passport.
- Where applicable, a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number.
- If the above documents do not show the VAT number, a copy of the VAT registration document, where applicable.

**c) For Public Entities:**

- A copy of the resolution decree, law, or decision establishing the entity in question or failing that, any other official document attesting to the establishment of the entity.

**All tenderers must provide their Legal Entity Form (Annex I) as well as the evidence mentioned above.**

**In case of a joint bid, only the co-ordinator must return the Financial Identification form (Annex II).**

The Tenderer must be clearly identified, and where the Tender is submitted by an organisation, a company the following administrative information and documents must be provided (see administrative identification form attached as Annex I:

Full name of organisation/company, copy of legal status, registration number, address, person to contact, person authorised to sign on behalf of the organisation (copy of the official mandate must be produced), telephone number, facsimile number, VAT number, banking details: bank name, account name and number, branch address, sort code, IBAN and SWIFT address of bank: a bank identification form must be filled in and signed by an authorised representative of each Tenderer and his banker.

Tenders must be submitted individually. If two or more applicants submit a joint bid, one must be designated as the lead Contractor and agent responsible.

#### **1.4 Participation of consortia**

Consortia, may submit a tender on condition that it complies with the rules of competition. The 'Consortium Form' (Annex VII) must be completed and submitted with your offer.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. Such a grouping (or consortia) must specify the company or person heading the project (the leader) and must also submit a copy of the document authorising this company or person to submit a tender. All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.

In addition, each member of the consortium must provide the required evidence for the exclusion and selection criteria (*Articles 2 and 3 below*). Concerning the selection criteria "technical and professional capacity", the evidence provided by each member of the consortium will be checked to ensure that the consortium as a whole fulfils the criteria.

The participation of an ineligible person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

#### **1.5 Subcontracting**

In well justified cases and subject to approval by ENISA, a contractor may subcontract parts of the services. The 'Sub-contractors Form' (Annex VIII) must be completed and submitted with your offer.

Contractors must state in their offers what parts of the work, if any, they intend to subcontract, and to what extent (% of the total contract value), specifying the names, addresses and legal status of the subcontractors.

The sub-contractor must not sub-contract further.

Sub-contractors must satisfy the eligibility criteria applicable to the award of the contract. If the identity of the intended sub-contractor(s) is already known at the time of submitting the tender, all sub-contractors must provide the required evidence for the exclusion and selection criteria.



If the identity of the sub-contractor is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek ENISA's prior written authorisation before entering into a sub-contract.

Where no sub-contractor is given, the work will be assumed to be carried out directly by the bidder.

### **1.6 Signatures of the Tender**

Both the technical and the financial offer must be signed by the Tenderer's authorised representative or representatives (preferably in blue ink).

### **1.7 Total fixed price**

A total fixed price expressed in Euro must be included in the Tender. The contract prices shall be firm and not subject to revision.

### **1.8 Language**

Offers shall be submitted in one of the official languages of the European Union (preferably in English).

### **1.9 Opening of the Tenders**

The public opening of received tenders will take place on **8<sup>th</sup> February 2011 at 10:00am** at ENISA Building, Science and Technology Park of Crete, GR - 70013 Heraklion, Greece.

A maximum one legal representative per participating tenderer may attend the opening session. Tenderers shall inform the Agency in writing of their intention to attend, at least 48 hours prior to the opening session.

## **2. GROUNDS FOR EXCLUSION OF TENDERERS**

### **2.1 Reasons for Exclusion**

Pursuant to Article 29 of Council Directive 92/50/EC relating to Public Service Contracts and to Article 93 of the Financial Regulation, ENISA will exclude Tenderers from participation in the procurement procedure if:

They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or

Are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

They have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;

They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

They have not fulfilled 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 they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- a. They have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- b. Following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Tenderers must certify that they are not in one of the situations listed in sub-article 2.1 (see Annex III: Exclusion criteria and non-conflict of interest form). If the tender is proposed by a consortium this form must be submitted by each partner.

## **2.2 Other reasons for not awarding the Contract**

Contracts may not be awarded to Candidates or Tenderers who, during the procurement procedure:

- a. Are subject to a conflict of interest;
- b. Are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information;
- c. Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or ENISA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his offer and may result in administrative penalties.

See last paragraph point 2.1.

## **2.3 Confidentiality and Public Access to Documents**

In the general implementation of its activities and for the processing of tendering procedures in particular, ENISA observes the following EU regulations:

- Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- Regulation (EC) No. 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data;
- Regulation (EC) No. 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

### **3. SELECTION CRITERIA**

The following criteria will be used to select the Tenderers. If the Tender is proposed by a consortium these criteria must be fulfilled by each partner.

Documentary evidence of the Tenderers' claims in respect of the below-mentioned criteria is required.

#### **3.1 Professional Information**

The Tenderer must provide evidence of enrolment (declaration or certificates) in one of the professional or trade registers, in country of establishment.

#### **3.2 Financial and Economic Capacity**

Proof of financial and economic standing may be furnished by one or more of the following references:

- a) Annual accounts, balance sheet or extracts from balance sheets for at least the last 2 years for which accounts have been closed, shall be presented where publication of the balance sheet is required under company law of the country in which the economic operator is established;

It is necessary that the extracts from balance sheets be dated, signed and stamped by the authorised representatives of the tenderer.

- b) Statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous two financial years.
- c) If tenderers will call on the competences of another entity (for example, a parent company), a written undertaking by the said entity certifying that it will make available to the tenderers the resources required to implement the framework contract.

If, for any valid reason, the service provider is unable to provide the references requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate.

#### **3.3 Technical and professional capacity**

Evidence of the technical and professional capacity of the tenderers shall be furnished on the basis of the following documents:

- Evidence (e.g. CVs of experts proposed, previous projects in the various fields, references from customers, etc.) of expertise and knowledge in the specific domains mentioned in Part 2; Technical Specification:
- Report presenting the company and describing its activities
- Technical knowledge and experience in the relevant areas.
- Management capability (including, but not limited to, project management in a European context and quality assurance).

## 4. AWARD CRITERIA

### 4.1 Quality of the Offer

Once the Tenderer has demonstrated the appropriate capacity to perform the Contract on the grounds of the selection criteria, the offer will be assessed on the basis of the award criteria.

No	Qualitative award criteria		Weighting (max. points)
1.	<b>Technical compliance</b>	Compliance with the technical descriptions (Part 2 of this document)	25/100
2.	<b>Quality and accuracy of content and structure</b>	Quality of the proposal and accuracy of the description to provide the requested services	20/100
3.	<b>Consultancy Team</b>	Quality of the proposed experts, relevance to the various areas of expertise required.	35/100
4.	<b>Methodology</b>	Demonstrated methodology and project management capabilities	20/100
<b>Total Qualitative Points (QP)</b>			<b>100</b>

#### Minimum attainment per criterion

Offers scoring less than 50% for any criterion will be deemed to be of insufficient quality and eliminated from further consideration.

#### Minimum attainment overall

Offers scoring less than 60% after the evaluation process will be considered to be of insufficient quality and eliminated from the following phase.

The sum of all criteria gives a total of 100 points. The respective weighting between the different awards criteria depends on the nature of the services required and is consequently closely related to the terms of reference. The award criteria are thus quantified parameters that the offer should comply with. The **qualitative award criteria** points will be weighted at **70%** in relation to the price.

## 4.2 Price of the Offer

Tenders must state a fixed price in Euro. Prices quoted should be exclusive of all charges, taxes, dues including value added tax in accordance with Article 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities. Such charges may not therefore be included in the calculation of the price quoted.

ENISA, in conformity with the Protocol on the Privileges and Immunities of the European Community annexed to the Treaty of April 8th, 1965, is exempt from all VAT.

The offers exceeding the maximum price set in Part 2; article 9 will be excluded. The cheapest offer will receive the maximum points and the rest of the candidate's offers will be awarded points in relation to the best offer as follows

$$PP = (PC / PB) \times 100$$

Where;

- PP** = Weighted price points  
**PC** = Cheapest bid price received  
**PB** = Bid price being evaluated

## 5. AWARD OF THE CONTRACT

The contract will be awarded to the offer which is the most cost effective (offers the best value for money) which obtains the highest number of points after the final evaluation on the basis of the ratio between the **quality criteria (70%) and the price (30%)**. The following formula will be used:

$$TWP = (QP \times 0.7) + (PP \times 0.3)$$

Where;

- QP** = Qualitative points  
**PP** = Weighted price points  
**TWP** = Total weighted points score

## 6. PAYMENT AND STANDARD CONTRACT

Payments under the Service Contract shall be made in accordance with article I.5 of the Special Conditions and article II.4.3 of the General Conditions (see Annex V)

In drawing up their bid, the Tenderer should take into account the provisions of the standard contract which include the "General terms and conditions applicable to contracts"

## **7. VALIDITY**

Period of validity of the Tender: 90 days from the closing date given above. The successful Tenderer must maintain its Offer for a further 220 days from the notification of the award.

## **8. LOTS**

This Tender is not divided into Lots.

## **9. VARIANTS**

In the absence of any such indication in the terms of reference your tender should not deviate from the services requested.

## **10. SCOPE FOR ADDITIONAL SERVICES**

ENISA may, at its own discretion, extend the project in duration and/or scope subject to the availability of funding. Any extension of the contract would be subject to satisfactory performance by the Contractor.

## **11. ADDITIONAL PROVISIONS**

- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- All documents submitted by Tenderers will become property of ENISA and will be regarded as confidential.

## **12. NO OBLIGATION TO AWARD THE CONTRACT**

Initiation of a tendering procedure imposes no obligation on ENISA to award the contract. Should the invitation to tender cover several items or lots, ENISA reserves the right to award a contract for only some of them. ENISA shall not be liable for any compensation with respect to Tenderers who's Tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

## **13. DRAFT CONTRACT**

A Service Contract will be proposed to the selected candidates. A draft copy is included as Annex V to this tender.

## 14. SPECIFIC INFORMATION

### 14.1 Timetable

The timetable for this tender and the resulting contract(s) is as follows:

Title: **“Study on monetizing privacy.  
An economic model for pricing personal information”**

#### ENISA P/34/10/TCD

#### Summary timetable comments

Launch of tender - Contract notice to the Official Journal of the European Union (OJEU)	<b>08<sup>th</sup> December 2010</b>	Date sent to the OJEU
Deadline for request of information from ENISA	<b>22<sup>nd</sup> January 2011</b>	
Last date on which clarifications are issued by ENISA	<b>24<sup>th</sup> January 2011</b>	
Deadline for submission of offers	<b>28<sup>th</sup> January 2011</b>	in case of hand-delivery (17:00 local time. This deadline is fixed for the receipt of the tender in ENISA's premises)
Opening of offers	<b>8<sup>th</sup> February 2011</b>	At 10:00 CET +1
Date for evaluation of offers	<b>8<sup>th</sup> February 2011</b>	At 11:00 CET +1
Notification of award to the selected candidate	Mid February 2011	Estimated
Contract signature	End February 2011	Estimated
Commencement date of activities	TBA	Estimated
Completion date of activities	TBA	Estimated

# ANNEX I

## Legal Entity Form

The specific form, for either a;

- c) public entity,
- d) private entity or
- e) individual entity,

is available for download in each of the 22 official languages at the following address: [http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

*Please download the appropriate form, complete the details requested and include in your tender offer documentation.*

**It is obligatory to attach the following documents to the Legal Entity Form:**

1. A copy of any official document (e.g. official gazette, register of companies etc) showing the contractor's name, address and the registration number given to it by the national authorities
2. A copy of the VAT registration document if applicable and if the VAT number does not appear on the official document referred to above



# ANNEX II


## FINANCIAL IDENTIFICATION FORM

- SPECIMEN FOR THE TENDERER -

(to be completed by the Tenderer and his financial institution)

The Tenderer's attention is drawn to the fact that this document is a **specimen**, and a specific form in each of the 22 official languages is available for download at the following address:

[http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm)

	<b>FINANCIAL IDENTIFICATION</b>
PRIVACY STATEMENT	<a href="http://ec.europa.eu/budget/execution/ftiers_fr.htm">http://ec.europa.eu/budget/execution/ftiers_fr.htm</a>
<b>ACCOUNT NAME</b>	
ACCOUNT NAME <sup>(1)</sup>	<input type="text"/>
	<input type="text"/>
ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
<b>CONTACT</b>	
CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
FAX	<input type="text"/>
E - MAIL	<input type="text"/>
<b>BANK</b>	
BANK NAME	<input type="text"/>
	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN <sup>(2)</sup>	<input type="text"/>
REMARKS:	<input type="text"/>
<b>BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE</b> (Both Obligatory) <sup>(3)</sup>	<b>DATE + SIGNATURE ACCOUNT HOLDER :</b> (Obligatory)
<input type="text"/>	DATE <input type="text"/>
<small><sup>(1)</sup> The name or title under which the account has been opened and not the name of the authorized agent <sup>(2)</sup> If the IBAN Code (International Bank account number) is applied in the country where your bank is situated <sup>(3)</sup> It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.</small>	

## ANNEX III

### DECLARATION OF HONOUR

WITH RESPECT TO THE

### EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

The undersigned: ..... (Please print name)

in his/her own name (if the economic operator is a natural person)

or

representing (if the economic operator is a legal entity)

Official name of the company/organisation: .....

.....

Official legal form: .....

Official address in full: .....

.....

.....

VAT (Tax) registration number:

.....

**Declares that the company or organisation that he/she represents:**

- (a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- (c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- (d) has fulfilled 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 is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- (e) has not been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) has not been declared to be in serious breach of contract for failure to comply with his contractual obligations subsequent to another procurement procedure or grant award procedure financed by the Community budget.

In addition, the undersigned declares on his honour:

- (g) that on the date of submission of the tender, the company or organisation he represents and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; he undertakes to inform the ENISA Agency without delay of any change in this situation which might occur after the date of submission of the tender;
- (h) that the information provided to the ENISA Agency within the context of this invitation to tender is accurate, truthful and complete.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false

.....  
Full name

.....  
Signature

.....  
Date

## ANNEX IV

### FINANCIAL OFFER:

**“Study on monetizing privacy.  
An economic model for pricing personal information”**

**ENISA P/34/10/TCD**

<b>TOTAL PRICE OFFER:</b>	<b>Your OFFER</b>
<p><b>“Study on monetizing privacy. An economic model for pricing personal information”</b></p> <p><i>Please provide your lump sum price*</i></p> <p>(*This price shall include any travel and subsistence costs as detailed in the tender specification)</p>	<p>€</p>

<b>Number of ‘Person days’ required for completion of project.</b>	_____ <i>person days</i>
--	--------------------------

<b>Print name:</b> <i>(of the Tenderer or authorised representative)</i>	<b>Signature:</b>	<b>Date:</b>
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# **ANNEX V**

## **Model Framework Service Contract template**

**(See attached file)**

## ANNEX VI

### DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):

NAME OF LEGAL REPRESENTATIVE	
<i>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</i>	
First name	
Last name	
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager, Director)	
Telephone number	
Fax number	
e-mail address	
Website	
NAME OF 2 <sup>nd</sup> LEGAL REPRESENTATIVE <i>(if applicable)</i>	
<i>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</i>	
First name	
Last name	
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager, Director)	
Telephone number	
Fax number	
e-mail address	
Website	

**SIGNATURE:** ..... **DATE:** .....

# ANNEX VII

## Consortium form

Name of tenderer:

Form of the Consortium: (Please cross the relevant box)

Permanent:  Legally established:  Specifically for this tender:

	Name(s)	Address
<b>Leader of the Consortium</b> <i>(person authorised to conclude contract)</i>		
<b>Partner 1*</b>		
<b>Partner 2*</b>		

\* add additional lines for partners if required. **Note that a subcontractor is not considered to be a partner.**

We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the leader is authorised to bind, and receive instructions for and on behalf of, each partner, that the performance of the contract, including payments, is the responsibility of the leader, and that all partners in the consortium are bound to remain in the consortia for the entire period of the contract's performance.

<b>Signature:</b> <i>Leader of consortium</i>	
<b>Date:</b>	
<b>Signature:</b> <i>Partner 1</i>	
<b>Date:</b>	
<b>Signature:</b> <i>Partner 2...etc</i>	
<b>Date:</b>	

## ANNEX VIII

### Sub-contractors form

	<b>Name(s)</b>	<b>Address</b>
<b>Tenderer</b> (person authorised to sign contract)		
<b>Sub-contractor 1*</b>		
<b>Sub-contractor 2*</b>		

\* add additional lines for subcontractors if required.

As subcontractors for this tender, we confirm that we are willing to perform the tasks as specified in the tender documentation.

<b>Signature:</b> <i>Tenderer</i>	
<b>Date:</b>	
<b>Signature:</b> <i>Subcontractor 1</i>	
<b>Date:</b>	
<b>Signature:</b> <i>Subcontractor 2</i>	
<b>Date:</b>	



## ANNEX IX Document CHECKLIST

### WHAT MUST BE INCLUDED IN THE TENDER SUBMISSION:

PLEASE TICK EACH BOX  AND RETURN THIS CHECKLIST

TOGETHER WITH YOUR OFFER

- |    |   |                          |
|----|---|--------------------------|
| 1  | <b>Technical Offer</b>  | <input type="checkbox"/> |
| 2  | <b>Professional information</b> (see Part 3 – Article 3.1)                      | <input type="checkbox"/> |
| 3  | <b>Proof of financial and economic capacity</b> (see Part 3 – Article 3.2)      | <input type="checkbox"/> |
| 4  | <b>Proof of technical and professional capacity</b> (see Part 3 – Article 3.3)  | <input type="checkbox"/> |
| 5  | <b>Legal Entity Form</b> <sup>11</sup> (Annex I) signed and dated               | <input type="checkbox"/> |
| 6  | <b>Financial Identification Form</b> <sup>12</sup> (Annex II) signed and dated  | <input type="checkbox"/> |
| 7  | <b>Declaration on Honour on exclusion criteria</b> (Annex III) signed and dated | <input type="checkbox"/> |
| 8  | <b>Financial Offer</b> (Annex IV) signed and dated                              | <input type="checkbox"/> |
| 9  | <b>Declaration by Authorised Representative</b> (Annex VI) signed and dated     | <input type="checkbox"/> |
| 10 | <b>Consortium form</b> (Annex VII) signed and dated - if applicable             | <input type="checkbox"/> |
| 11 | <b>Sub-Contractors form</b> (Annex VIII) signed and dated - if applicable       | <input type="checkbox"/> |

*\*The tenderers' attention is drawn to the fact that any total or partial omission of documentation requested may lead the Contracting Authority to exclude the tender from the rest of the procedure.*

**Print name:**

**Signature:**

**Date:**

*(of the Tenderer or authorised representative)*

<sup>11</sup> If you have provided a Legal Entity form to ENISA within the previous 6 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.

<sup>12</sup> If you have provided a Financial Identification form to ENISA within the previous 6 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.