

TERMS AND CONDITIONS

Access to and use of this website is subject to the following conditions of use ("Terms and Conditions"). You are kindly requested to read these terms of use carefully before using this website.

Further visit or use of the website is considered as an explicit agreement to the present Terms and Conditions. Should you experience any problems reading these conditions or in case you do not agree with the contents, we request you not to use this website any further.

The following terminology applies to these Terms and Conditions:

"You" and "Your" or "The user" refers to you, i.e. the person accessing this website and accepting the present Terms and Conditions.

"The European Commission" constitutes the main owner and basic operator of the present website.

"The contracting authority" is defined in art.117 FR¹ and art.1§9 of the Directive 2004/18/EC and refers to the authority which is entitled to publish calls for tenders and award contracts according to the specified legal procedures and which under the present Terms and Conditions is entitled to use this material on the website for the procedure of awarding a public procurement contract.

1. Purpose and contents of the website

This website is designed for the electronic submission of tenders as part of a public procurement procedure.

2. Use of the website

An electronic tender that meets the requirements of the public procurement regulations² and that was submitted and sent in accordance with the directives of these regulations, is considered to be equivalent – in terms of its legal consequences – to a dated and signed paper tender.

3. Contact data

For any additional information or further remarks, please contact the European Commission via DIGIT-ESUBMISSION@ec.europa.eu.

4. Character of the information

The information contained in this website is of a general character. It is not adapted to personal or specific circumstances and therefore cannot be considered as a personal, professional or legal advice.

¹ FR means the Regulation (EU, Euratom) no 966/2012 of the European Parliament and of the Council of 25/10/2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L298 of 26/10/2012).

² FR and Commission delegated Regulation (EU) no 1268/2012 of 29/10/2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union (OJ L362 of 31/12/2012) (hereafter "RAP").

This website and all its appendices are made available (as they are), “in their present state” and without any guarantees. The use of the website and the information it contains is at the user's own risk.

The information and documents offered on this website cannot be considered as an authentic copy of the officially approved text. The official text, as published in the Official Journal of the European Union, constitutes the authentic text.

The European Commission makes significant efforts to make sure that the offered information is completely correct, accurate and up-to-date. Despite these efforts, inaccuracies may occur. In case some information contains inaccuracies or is not available, we will try to correct this as quickly as possible. Should you find any inaccuracies in the information available, you can contact the European Commission at any time.

5. Liability

The European Commission cannot in any way be held liable for any direct or indirect damage resulting from the use of this website or for the information made available. Any damage, including the one to your computer system or the loss of data as a result of downloading information is your own responsibility.

You are advised not to wait for the last moment before deadline expires, to upload documents and submit tenders.

6. Intellectual property

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- (b) Sell, rent or sub-license material from the website;
- (c) Show any material from the website in public;
- (d) Reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) Edit or otherwise modify any material on the website; or
- (f) Redistribute material from this website [except for content specifically and expressly made available for redistribution under the conditions imposed by the European Commission].

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Where applicable, the scope and the content of the permission granted by the European Commission in both cases specified above, will be governed by the Terms and Conditions established by the European Union Public License.

7. Uploading files

General

The e-Submission application enables you to submit your tender (e.g. images, text, video and audio files) to the European Commission in a secure manner. Before the submission, your tender and related documents are encrypted and remain encrypted until the Opening of Session and will only be decrypted during the opening session with the presence of at least two civil servants (The European Commission cannot exclude the possibility that access to e-Submission application is interrupted or will in any other way experience problems because of incorrect technical manoeuvres or disallowed interventions.).

The European Commission explicitly reserves the right to interrupt access to the e-Submission application, at any time and without prior notice, in order to trace or suppress any abuse or fraud or to repair any technical or operational disorders. In case the European Commission notices or has any suspicion that you are not complying with the conditions concerning the e-Submission application, it may at any moment and without prior notice deny your access to the system.

User obligations – Acceptable use of the application

Uploading of your tender grants permission to the European Commission to deliver the files and any annexes to the contracting authority and for the contracting authority to use this material on the website for the procedure of awarding a public procurement contract. The contracting authority will use your tender for the evaluation of tenders to award the public procurement contract in question. For any other use of the material, the contracting authority will ask your prior written permission. The copyright of the material remains yours or the persons who permitted you to upload such copyrighted material.

The user guarantees that the uploaded information does not infringe on the intellectual or other property rights of third parties and that in any case the European Commission and the contracting authority will be compensated and indemnified for any direct and indirect damage to third parties resulting from such infringement.

The user is in no case allowed to upload information of racist, resentful, insulting or pornographic character or in violation of the common decency and/or the existing Belgian legislation or contaminated with a virus or similar virulent/harmful/malicious programmes or in any other way damaging for the European Commission, the contracting authority and/or third parties. The user is not allowed to upload publicity, commercial advertising or any other publicity material (hereinafter called “inadmissible information”). The user will completely compensate and indemnify the European Commission and the contracting authority for any direct and indirect damage to third parties resulting from uploading such inadmissible information.

The user bears the risk and subsequently must take all necessary measures (i.e. use of appropriate types of files etc.) for the integrity of the uploaded and submitted files, leaving however the possibility to the contracting authority to use the submitted material for the purposes of the award of the contract. The European Commission will make the necessary efforts to ensure that, upon uploading, the relevant files are not corrupted by any viruses or similar harmful/malicious programmes. In order to minimize associated risk the European Commission may impose a standard file format for the submission of the uploaded documents (i.e. pdf format etc.). In any case, the European Commission has no responsibility over files which have already been corrupted before or during the uploading procedure or when the source of corruption cannot be defined. The European Commission reserves its right not to consider such files for evaluation purposes.

The user may not use the upload service in any way that could disconnect, overload or harm the service or that could have a negative influence for other users.

The European Commission requests the users to indicate any inadmissible information that was uploaded, so it can take the necessary and appropriate measures to modify or delete this information or to make it inaccessible.

8. Modifications

The European Commission reserves the right to modify the present terms of use at any time. It is your responsibility to regularly check the applicable terms. The last modification and revision took place on 30th of June 2017.

9. Protection of your personal data

Any personal data included in or relating to this solution shall be processed pursuant to Regulation (EC) No 45/2001 "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".

10. Cookies

This System uses the so-called technology of "cookies". Cookies used by this System are nonetheless temporary and are used in order for the browser to "remember" the language of choice and to identify users at their next visit to the website. They do not contain any sensitive information and do not pose any security threat.

11. e-Signature

The system allows the use of electronic or manual (blue-ink) signatures of the tenders and provides a Tender Receipt that is electronically sealed by the European Commission. In case you choose to use an electronic signature, you must comply with the EU regulation for electronic Signatures.

12. Applicable Law

These Terms and Conditions are governed by the law of Belgium.

The courts of Brussels have exclusive jurisdiction over any dispute regarding or arising out of the interpretation, application or validity of the present Terms and Conditions.