



Oifig um Sholáthar Rialtais  
Office of Government Procurement

# Website Terms and Conditions

## eTenders Terms and Conditions

www.eTenders.gov.ie is the Irish Government's national tendering platform for all public sector contracting authorities to advertise procurement opportunities and contract award notices. The Office of Government Procurement (OGP) sets the policy on content and functionality of the platform. Technical support and maintenance of the platform has been outsourced to a private company EUROPEAN DYNAMICS.

### 1. Definitions

- a. eTenders platform means [www.etenders.gov.ie](http://www.etenders.gov.ie)
- b. OGP means The Office of Government Procurement
- c. Registered user means a user who has completed the registration process for use of the eTenders platform which enables them to publish a notice (buyer) or submit a tender response (supplier)
- d. Browser Visitor means a person using the platform but who has not completed the registration process. This is a limited read only access without the ability to publish a notice or submit a response.

### 2. Acceptance of Terms of Use

The use of eTenders is governed by the terms of use as set out in this document ("the Terms of Use"). The Terms of Use are important and are there for the protection of all browser visitors, registered users and the OGP (to include where relevant EUROPEAN DYNAMICS). The access or use of eTenders by all registered users and browser visitors, in any way, shall be deemed to constitute their acknowledgment, acceptance and confirmation of the Terms of Use without further action.

### 3. Jurisdiction

These terms and conditions and use of the platform shall be governed by the laws of Ireland. If any dispute arises from your use of the platform or any of the information on it, the laws of Ireland shall govern such a dispute and the dispute is to come within the exclusive jurisdiction of the Irish Courts.

### 4. Alterations

The OGP and EUROPEAN DYNAMICS reserves the right to make changes to the information, design and services provided on eTenders without liability. These changes may include but not limited to functionality improvements or changes on foot of legal requirements. If the changes are substantial, OGP and EUROPEAN DYNAMICS will notify registered users in advance.

The OGP and EUROPEAN DYNAMICS reserves the right to add, amend or vary the Terms of Use by publishing notice of such changes on the platform and the continued use of the platform will signify your acceptance of any such changes. OGP and EUROPEAN DYNAMICS will only notify users of material changes, not changes which are minor in nature.

### 5. Protection of Registered user details, usernames and password

The registered user is responsible for maintaining the confidentiality of their own and their organisations details and registered usernames and passwords. The registered user is responsible for ensuring that all of their organisations details (including information and documentation) are complete, valid, accurate and up-to-date.

Failure by the registered user to maintain or update their details or to ensure the accuracy or completeness of their organisations details may result in the deactivation of the registered user's account. Prior to deactivation, the OGP and EUROPEAN DYNAMICS will contact the registered user by email and advise accordingly.

If the security or confidentiality of company details or a username or password assigned to a registered user is compromised, the registered user MUST immediately notify the eTenders helpdesk by email [irish-eproc-helpdesk@eurodyn.com](mailto:irish-eproc-helpdesk@eurodyn.com) and comply with all EUROPEAN DYNAMICS directions who will work with the administrator (s) of the organisation concerned to determine the appropriate action.

The administrator(s) of an organisation account is / are responsible for ensuring that all registered users are granted appropriate access to accounts created by them and fully comply with this password policy and the Terms of Use.

## **6. Platform Content and permitted use**

**6.1** In the event that you transmit, upload or otherwise transfer material to the platform, the OGP and EUROPEAN DYNAMICS have no responsibility or liability for the content, accuracy, veracity and completeness of same for use in any public procurement processes. eTenders should not be used by registered users as their primary storage area for electronic documents. Back-up electronic copies of documents should be retained by registered users in an alternative location.

**6.2** Downloaded tender documentation from the platform may not be amended, altered or modified in any way. Tender documentation or information on the platform may not be reproduced without the prior written consent of the OGP, EUROPEAN DYNAMICS and/or the Contracting Authority owner/provider of the documentation or information concerned. Please contact the eTenders Helpdesk by email [irish-eproc-helpdesk@eurodyn.com](mailto:irish-eproc-helpdesk@eurodyn.com) if you wish to use information from this platform.

**6.3** The platform functionality includes a full audit trail. This information is required for the electronic receipt of tenders under the public procurement regulations.

**6.4** Users must ensure that they give themselves sufficient time to complete all questions, upload all documentation and submit all required tender documentation (including all requirements under the Tender) before the deadline for receipt of responses has passed. Prospective tenderers should be aware that the 'Submit' button will be disabled automatically upon the expiration of the specified submission deadline.

**6.5** without prejudice to the generality of section **6.1**, registered users and browser visitors agree not to use the platform to:

**6.5.1** upload, post or otherwise transmit any data or content that is unlawful, fraudulent, harmful, threatening, abusive, harassing, tortious, frivolous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

**6.5.2** harm minors in any way;

**6.5.3** impersonate any person or entity (including, but not limited to OGP or EUROPEAN DYNAMICS officials) or falsely state or otherwise misrepresent affiliation with a person or entity or provide false information. There is one exception to this where the eTenders helpdesk may need access to a registered users account in order to satisfactorily manage a technical support request, In order to protect privacy and security, reasonable steps are taken to verify user identities before technical support staff get access.

**6.5.4** upload, post or otherwise transmit any content that users do not have a right to transmit under any law or under contractual, legal or fiduciary relationships (such as inside information, or proprietary and confidential information owned by third parties);

**6.5.5** upload, post or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person;

**6.5.6** upload, post or otherwise transmit any unsolicited or unauthorised advertising, promotional matter, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

**6.5.7** upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

**6.6** Users who suspect that any user is breaching the Terms of Use should report the matter to the eTenders Helpdesk by email using the following address: [irish-eproc-helpdesk@eurodyn.com](mailto:irish-eproc-helpdesk@eurodyn.com). Breaches of use are outlined in clause 15.

**6.7** In addition to the provisions of clause 15 users may be reported to the relevant legal authorities for investigation.

## **7. Communicating with users**

From time to time, emails from OGP and EUROPEAN DYNAMICS will be issued to registered users with platform-pertinent information such as emails to registered users with business alerts for which they have subscribed and / or communicating other platform-pertinent information (e.g. notification of changes, maintenance, technical issues or requests to update information). The EU Commission will be contacting Contracting Authorities in relation to public procurement notices. The OGP, and EUROPEAN DYNAMICS with prior approval from OGP, may also conduct occasional surveys regarding registered user satisfaction and public procurement related initiatives.

## **8. Security**

While all reasonable security precautions have been taken by the OGP and EUROPEAN DYNAMICS, including the provision of a secure and robust operating environment, the nature of communication by the internet is such that the OGP and EUROPEAN DYNAMICS cannot guarantee the privacy or confidentiality of communications transmitted via the internet from malicious interference by third parties. Each registered user or browsers visitor is responsible for configuring its information technology, computer programmes and devices to access the platform. Each user should have their own virus protection software on their local devices for accessing the eTenders platform. Users must not misuse the eTenders platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

## **9. Disclaimer of liability**

The OGP and EUROPEAN DYNAMICS do not accept responsibility for and shall not be liable, either in contract or in tort, for any direct, incidental, consequential, indirect loss or any other losses, costs, expenses or damage of any kind caused as a result of using the platform in any respect including:

- a. non-availability of the platform;
- b. delays in uploading files;
- c. accuracy, suitability, usefulness, and completeness or otherwise of the information and data contained on the platform;
- d. interruptions to the platform for software updates;
- e. any errors in transmission or downloading documentation from the platform;
- f. unavailability, incompleteness or inaccuracy of data or information displayed or uploaded by users;
- g. breach of the Terms of Use by a user;
- h. external url links;
- i. loss of data or information;
- j. non-adherence by any persons (including candidates/tenderers) to the stipulated procedural requirements (including deadlines) which apply to public procurement competitions or processes;

- k. the completeness and accuracy of a users' company profile or alerts/settings that have been activated;
- l. non-functioning or malfunctioning of the platform or technical issues otherwise occurring in connection therewith.

## **10. Intellectual Property Rights**

**10.1** The data and information displayed on the platform in relation to contract and award notices is public. Reproduction is authorised provided the source is acknowledged and prior written permission has been obtained from the OGP and the Contracting Authority owner/provider of information. Users should contact the OGP for details of the appropriate licence required to permit the use of notices published on the platform.

**10.2** Registered users and browser visitors are prohibited from using (including reproduction or scraping information for onward transmission to third parties) information on the platform for commercial purposes.

## **11. Linking**

The platform may contain links to other websites not under the control of the OGP and EUROPEAN DYNAMICS (External Links). The OGP and EUROPEAN DYNAMICS are not responsible for the contents of any external links or any link contained in an external link. The display of any external link does not imply endorsement by the OGP and EUROPEAN DYNAMICS of any such external link. The OGP and EUROPEAN DYNAMICS accept no liability in respect of the content of such external link. Any links are provided for users' convenience, and users who visit any external links do so at their own risk. Users should be aware that external links may not be free from infection by computer viruses. Users may not frame or link or otherwise associate with the eTenders platform without the express prior written permission of the OGP.

## **12. eTenders platform feedback**

The OGP and EUROPEAN DYNAMICS welcomes your feedback and comments about this platform. If you think there are any functional issues or out-of-date information on the platform, please email the eTenders Helpdesk at [irish-eproc-helpdesk@eurodyn.com](mailto:irish-eproc-helpdesk@eurodyn.com).

## **13. Privacy**

If any personal data is processed on this platform by registered users, it will be done in a manner set out in the Data Protection Statement which is available by clicking the "relevant links" section in the footer of the platform's homepage.

For browser visitor access, no personal information is revealed to the OGP and EUROPEAN DYNAMICS although certain statistical information is available to the OGP and EUROPEAN DYNAMICS via the internet service providers. This information may include:

- a. the logical address of the server you are using;
- b. the top level domain name from which you access the Internet (for example, .i.e., .com, .org, etc);
- c. the type of browser you are using;
- d. the date and time you access our site;
- e. the internet address used to link to our site.

Some of the above information is used to create summary statistics, which allow the OGP and EUROPEAN DYNAMICS to assess the number of visitors to the platform, identify what pages are accessed most frequently and generally, help the OGP and EUROPEAN DYNAMICS to make the platform more user friendly.

## **14. Use of cookies**

The eTenders platform uses cookies for collecting information about registered users. OGP and EUROPEAN DYNAMICS do not collect any information about browser visitors except that which is necessary for system administration of the platform. A cookie is a small text file which is stored on your computer relevant for a specific web site. There are two types of cookies used with two different system administration purposes:

**14.1** To distinguish and ensure a user identity so called session cookies are used. They are removed as soon as the web browser session is closed.

**14.2** To be able to store some information about the user, for example the preferred language, persistent cookies are used.

The use of cookies can be limited, you can do this by changing a setting within your web browser, please refer to the user guide/help of your web browser.

#### **15. Breach of Terms of Use**

**15.1** Pursuant to any breach of the Terms of Use, the OGP and EUROPEAN DYNAMICS may take appropriate action including one or more of the following:

- a. deactivate, restrict or suspend a registered user access to the whole or any part(s) of the platform and or its content or functionality and / or
- b. Remove or discard any content (including information, documentation or links) displayed on the platform.
- c. Report any relevant breach to the Data Protection Commission or any other relevant authorities
- d. To take any other action the OGP and EUROPEAN DYNAMICS considers appropriate

Upon deactivation of registered user access to the platform or any part or part(s) thereof for any reason, Registered users shall cease and shall have no authorisations, whether express or implied, to access or to use any information obtained through eTenders.

**15.2** If a registered user account has not been used for a period of 4 years, the OGP and EUROPEAN DYNAMICS may enter into correspondence with the registered user, using the contact information supplied by the registered user, to request the registered user to use or terminate the account. Following this correspondence, if the registered user fails to use or terminate the account, within the timeframe stated in the correspondence, the OGP and EUROPEAN DYNAMICS may deactivate registered user access to the account.

**16. The provisions of clauses 3, 4, 5, 6, 8, 9, 10, 11 & 13 shall survive the deactivation of user access to the platform pursuant to the Terms of Use.**