

TERMS AND CONDITIONS

[AGENCY Terms and Conditions](#)

[MERCHANT Terms and Conditions](#)

PhilGEPS Buyer Agreement Terms and Conditions

To use the Philippine Government Electronic Procurement System (PhilGEPS) as a Buyer, you must agree to the following Terms and Conditions. By submitting your registration information manually, you indicate that you agree to the Terms and Conditions and have read and understood all the provisions included. Your submission of this form will constitute your consent to the collection and use of this information for processing and storage by the Procurement Service – Department of Budget and Management (PS-DBM). You also agree to receive required administrative and legal notices such as this electronically.

1. Definitions

1. "Attachments" refer to Bidding Documents, Bid Supplements and other documents in electronic form that contains bid information for a Supplier to prepare and submit a proposal to a government agency for an intended procurement.
2. "Information" means all of the information, software and other materials provided in connection with or available through the Philippine Government Electronic Procurement System, including the procurement information, Bid Notices and Supporting Documents that government agencies distribute through the Government Electronic Procurement System.
3. "Philippine Government Electronic Procurement System or PhilGEPS" means the electronic commerce service owned and operated by Procurement Service - Department of Budget and Management (PS-DBM), which serves as the central portal for all procurement information and activities of the Government of the Philippines. The PhilGEPS supports the distribution of this information about the procurement requirement for goods and general support services, civil works or infrastructure projects and consulting services.
4. "Bid Notice" means a summary in paper or electronic form of the information relating to an intended procurement.
5. "Government Agency" means the Government of the Philippines or any of the various units of the Government, including a department, bureau, office, instrumentality, or government- owned or controlled corporations, or a local government or a distinct unit therein, which has licensed PS-DBM to advertise and distribute its procurement information.
6. "Merchant" means an individual or entity that can download the bidding documents or other supporting documents attached to Bid Notice published by the Agencies and is registered with the Government Electronic Procurement System.

2. Ownership and Use of Information

1. We acknowledge that any Information that is posted through the Philippine Government Electronic Procurement System is owned either by the government agency that issued the Information or by PS-DBM. We also agree that PhilGEPS may use, store, copy, or reproduce the Information, or distribute or disclose it to any third party as it may deem necessary. We also agree that PhilGEPS may sell to any third party or make available for purpose of resale to any third party, any Information contained therein without the prior written consent of the Buyer or Agency.

3. Confidentiality and Security

1. We acknowledge that PS-DBM cannot ensure the privacy and authenticity of any information that we send or receive through the Internet, and we agree that PS-DBM will not be responsible for any damage/s that we incur if we communicate confidential information to PS-DBM over the Internet, or if PS-DBM communicates such information to us at our request.
2. We agree not to disclose our Philippine Government Electronic Procurement System password to any third party. We agree that we are solely responsible for all use of our password and we agree to put reasonable security procedures in place regarding its use and to notify PS-DBM immediately of any unauthorized use.
3. We acknowledge that links to other websites through the Philippine Government Electronic Procurement System do not imply any endorsement or approval by PS-DBM.

4. Use of Internet

1. We acknowledge that if we access the Philippine Government Electronic Procurement System through the Internet or other online access methods, we are responsible for reading and complying with any notice/s, warning/s or disclaimer/s posted on the Procurement Service - Department of Budget and Management. We undertake that we comprehend and will abide by the stated disclaimers.

5. Consent - Use of Name

1. We authorize PS-DBM to make our name available to other registered users and authorized users of the Philippine Government Electronic Procurement System at any time and in any format for the purpose of meeting the requirements of the Philippine Government Electronic Procurement System, including the publication of document request lists and the names of successful bidders, but excluding the provision of our name to other third parties for the purpose of mailing lists or any other purpose not related to the Philippine Government Electronic Procurement System.

6. Change of Address

1. We undertake that we will provide our current and active delivery or invoicing address, our fax delivery number or our e-mail address to PS-DBM for the Philippine Government Electronic Procurement System. We will notify PS-DBM immediately of any change of these addresses, by mail, by fax or by telephone.

7. Changes to Service and Agreement

1. We acknowledge that, from time to time, and at its discretion, PS-DBM may amend the features of the Philippine Government Electronic Procurement System, including the terms and conditions or pricing of this Agreement. PS-DBM will provide us with a sixty-(60) day notice of any changes to the terms and conditions in writing or online through the Philippine Government Electronic Procurement System.

8. Termination

1. We acknowledge that PS-DBM may terminate this Agreement with us and suspend our use of the Philippine Government Electronic Procurement System at any time and for reasons such as but not limited to the following:

1. Organization Access
 - i. Data Clean-up
2. User Access
 - i. Termination of Employment;
 - ii. No longer connected/Transfer to another organization;
 - iii. Data Clean-up

A written request for the cancellation of account/access to include reason, account details and other relevant information;

2. We may terminate this Agreement as of the last day of any month by giving PS-DBM at least thirty (30) days prior written notice.
3. On termination, we will return any Information provided to us on reasonable request by PS- DBM.

9. Liability

1. We acknowledge that PS-DBM assumes no responsibility for the availability, accuracy, completeness or timeliness of any of the Information, or for the fitness of such Information for any particular purpose.
2. We acknowledge that PS-DBM and its officers, directors, employees, agents and subcontractors will not, under any circumstances, be liable to us for damages, including direct, indirect, special or consequential damages, even if PS-DBM has been advised of or could have foreseen such damages, arising out of our use of or reliance on the Philippine Government Electronic Procurement System. For greater certainty, such damages shall include, without limitation, damages in respect of loss of profit, loss of business revenue, failure to realize any expected savings, and any claim made against us by a third party.
3. We agree that we will indemnify and hold harmless PS-DBM and its officers, directors, employees, agents and subcontractors for any loss, damage, cost, expense, liability or claim suffered or incurred by, or made against PS-DBM arising out of our breach of this Agreement, or our fraud, misrepresentation, negligence or willful misconduct in our performance or non-performance under this Agreement, but our liability in any one year under this Agreement will be limited to the value of the charges incurred by us for the Philippine Government Electronic Procurement System in the twelve (12) months preceding PS-DBM's claim or demand against us.

10. Laws of Application

1. We agree that this Agreement will be governed by the laws of the Government of the Philippines.

11. Assignment

1. We agree that PS-DBM may assign this Agreement, in whole or in part, without our consent, and we may not assign this Agreement in whole or in part.

12. Prior Agreements

1. We agree that this Buyer Agreement supersedes any prior versions of the Buyer Agreement governing the Philippine Government Electronic Procurement System.

IMPORTANT NOTICE TO ALL USERS:

- **Confidentiality and Security**

The PS-DBM only use and disclose information in accordance with existing laws and regulations such as Republic Act No. 10173, or the Data Privacy Act of 2012.

The PS-DBM cannot ensure the privacy and authenticity of any information or instructions you send to us or we send to you over the Internet. PS-DBM will not be responsible for any damages you may incur if you communicate confidential information to us over the Internet, or if we communicate such information to you at your request.

- **Non-Responsibility**

Procurement Service - Department of Budget and Management is not responsible in any manner for direct, indirect, special or consequential damages, howsoever caused, arising out of use of this website, or the reliance on the information it contains.

- **Available Only Where Permitted by Law**

The products and services described in the pages of the website of Procurement Service- Department of Budget and Management, including the Philippine Government Electronic Procurement System, are only offered in jurisdictions where they may be legally offered.

- **Applicable Agreements**

All products and services of the Procurement Service - Department of Budget and Management, including the Philippine Government Electronic Procurement System, are subject to the terms of the applicable agreements.

- **Use of Information**

The information contained in this website is not intended to provide specific legal, accounting, financial or tax advice for any individual and should not be relied upon in that regard.

- **Accuracy and Changes**

Facts and information provided by the Procurement Service - Department of Budget and Management, including the Philippine Government Electronic Procurement System, are believed to be accurate when placed on the website. Changes may be made at any time to the information at this website without prior notice.

- **Software Backup**

While every effort is made to ensure that all software provided in this website is suitable for use on a wide variety of computer systems, you should take reasonable and appropriate precautions to scan for computer viruses, and ensure compatibility of the software with your specific computer system. You should also ensure that you have a complete and current backup of the information contained on your computer system prior to installing such software.

- **Hyperlinks are Not Endorsements**

Links to other websites or references to products, services or publications other than those of the Procurement Service - Department of Budget and Management, including the Philippine Government Electronic Procurement System, do not imply the endorsement or approval of such websites, products, services or publications.

- **Trademarks belonging to PS-DBM and other Entities**

Certain names, graphics, logos, icons, designs, words, titles or phrases in this website may constitute trade names, trademarks or service marks of the Procurement Service - Department of Budget and Management or other entities. Trademarks may be registered in the Philippines and in other countries as applicable. The display of trademarks in pages at this website does not imply that a license of any kind has been granted. Any unauthorized downloading, re-transmission or other copying or modification of trademarks and/or the contents herein may be a violation of existing or common law, trademark and/or copyright laws and could subject the copier to legal action.

- **Copyright**

All Information in this site is protected under the copyright laws of the Philippines and in other countries. In addition, certain information may be copyrighted by others. Unless otherwise specified, no one has permission to copy, redistribute, reproduce or republish in any form, any information found in this website. Inquiries about permission should be directed to the Procurement Service - Department of Budget and Management at agency@ps-philgeps.gov.ph.

PhilGEPS Merchant Agreement Terms and Conditions Summary Page

By accessing or using the Philippine Government Electronic Procurement System as a Merchant, you agree to the following Terms and Conditions. By submitting your registration information, you also indicate that you have read and understand all the provisions included. Your submission of this form will constitute your consent to the collection and use of this information for processing and storage by PS-DBM for lawful purposes. You also agree to receive required administrative and legal notices such as this electronically.

1. Definitions

1. "Attachments" refer to Bidding Documents, Bid Supplements and other documents in electronic form that contain bid information for a Merchant to prepare and submit a proposal to a government agency for an intended procurement.
2. "Information" means all of the information, software and other materials provided in connection with or available through the Philippine Government Electronic Procurement System, including the procurement information, Bid Notices and Associated Components that government agencies distribute through the Philippine Government Electronic Procurement System.
3. "Philippine Government Electronic Procurement System" means the electronic commerce service owned and operated by Procurement Service - Department of Budget and Management (PS-DBM), which serves as the central portal for all procurement information and activities of the Government of the Philippines. The PHILGEPS supports the distribution of this information about the procurement requirement for goods and general support services, civil works or infrastructure projects and consulting services.
4. "Bid Notice" means a summary in paper or electronic form of the information relating to an intended procurement that can be accessed thru the Electronic Bulletin Board
5. "Government Agency" means the Government of the Philippines or any of the various units of the Government, including a department, bureau, office, instrumentality, or government-owned or controlled corporations, or a local government or a distinct unit therein, which has licensed PS-DBM to advertise and distribute its procurement information.
6. "Merchant" means an individual or entity that has ordered one or more attachments from and is registered with the Government Electronic Procurement System.
7. "Event Management" refers to a collection of Bid Opportunities for Invitation to Bid, My Opportunities, My Awards, and Bid Match.

2. Ownership and Use of Information

1. We acknowledge that any Information that we receive through the Philippine Government Electronic Procurement System is owned either by the government agency that issued the Information or by PS-DBM. We agree that we will not use, store, copy, or reproduce the Information, or distribute or disclose it to any third party, except for the sole purpose of having such third party assist us in evaluating an opportunity or preparing a response to an opportunity. We agree that we will not sell to any third party, or make available for the purpose of resale to any third party, any Information received from the Philippine Government Electronic Procurement System without the prior written consent of PS-DBM.

3. Confidentiality and Security

1. We acknowledge that PS-DBM collects and process, among others, the following information for lawful purposes only, connected with the conduct of government procurement activities as provided under Republic Act No. 9184 and its related Implementing Rules and Regulations, and in accordance with relevant existing laws and regulations such as Republic Act No. 10173, or the Data Privacy Act of 2012:
 - Company profile, including name, address, business license, permits and other relevant documents;
 - Contact details and other personal information that may be necessary;
 - Financial information contained in the Tax Clearance and Audited Financial Statements such as, but not limited to, tax identification number, assets, liabilities, income, expenses, balances, investments, tax, etc.; and
 - Specimen signature

We also acknowledge that PS-DBM cannot ensure that privacy and authenticity of any information that we send or receive through the Internet, and we agree that PS-DBM will not be responsible for any damage/s that we incur if we communicate confidential information to PS-DBM over the Internet, or if PS-DBM communicates such information to us at our request.

2. We agree not to disclose our Philippine Government Electronic Procurement System password to any third party. We agree that we are solely responsible for all use of our password and we agree to put reasonable security procedures in place regarding its use and to notify PS-DBM immediately of any unauthorized use.
3. We acknowledge that links to other Websites through the Philippine Government Electronic Procurement System do not imply any endorsement or approval by PS-DBM.

4. Use of Internet

1. We acknowledge that if we access the Philippine Government Electronic Procurement System through the Internet or other online access methods, we are Responsible for reading and complying with any notice/s, warning/s or disclaimer/s posted on the Procurement Service - Department of Budget and Management or contained in the attached Internet Notices Page.

5. Consent - Use of Name

1. We authorize PS-DBM to make our name available to other registered users and authorized users of the Philippine Government Electronic Procurement System at any time and in any format for the purpose of meeting the requirements of the Philippine Government Electronic Procurement System, including the publication of document request lists and the names of successful bidders, but excluding the provision of our name to other third parties for the purpose of mailing lists or any other purpose not related to the Philippine Government Electronic Procurement System.

6. Change of Address

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8. Termination

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3. We agree that we will indemnify and hold harmless PS-DBM and its officers, directors, employees, agents and subcontractors for any loss, damage, cost, expense, liability or claim suffered or incurred by, or made against PS-DBM arising out of our breach of this Agreement, or our fraud, misrepresentation, negligence or willful misconduct in our performance or non-performance under this Agreement, but our liability in any one year under this Agreement will be limited to the value of the charges incurred by us for the Philippine Government Electronic Procurement System in the twelve (12) months preceding PS-DBM's claim or demand against us.

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