



PROCUREMENT SERVICE - PHILGEPS Buyer Registration Form

Note: Asterisk (*) indicates mandatory fields

DATE: _____

ORGANIZATION INFORMATION

Organization Name * : _____

Acronym : _____

Former Name : _____

Agency Tax Identification Number*: - - -

ORGANIZATION ADDRESS

Region* : _____

Province* : _____

City/Municipality* : _____

Street Address * : _____ Zip Code: _____

BUYER COORDINATOR INFORMATION

Salutation Title: Mr. Ms.

First Name* : _____ Middle Name: _____ Last Name * : _____

Designation* : _____

Telephone No.* : _____ Loc.: _____ (e.g. 632-999-9999 Loc. 133)

Mobile Number* : _____ (e.g. 63-917-1234567)

Email Address* : _____ (e.g. agency@ps-philgeps.gov.ph)

Authorized by:

SIGNATURE

HEAD OF THE PROCURING ENTITY / AUTHORIZED REPRESENTATIVE

Effectivity Date: 01052021

PS-PCS-BRF-R4-01052021



PROCUREMENT SERVICE - PHILGEPS Buyer Registration Form

INSTRUCTIONS:

1. Buyer Coordinator Information

Buyer Coordinator refers to the person authorized by the Agency to be responsible for management of the organization's information; as well as, add additional contacts.

2. Username – is a unique identification.

- i. For users that are already registered in PhilGEPS, please use your current USERID.
- ii. For new users, please provide at least three (3) username. The username that will be provided is subject for validation if it is still unused or available.

- 1. _____
- 2. _____
- 3. _____

Conditions in creating a username:

- At least 6 characters
- Must be alphanumeric characters (should contain at least 1 alpha and 1 numeric)

3. Email Address

- Every user should have a unique email address.
- No duplicate or the same email address can be used by two or more users.

Disclaimer:

The Procurement Service - PhilGEPS (PS-PhilGEPS) recognizes its responsibilities under the Republic Act No. 10173 (Act), also known as the Data Privacy Act of 2012, with respect to the data it collects, records, organizes, updates, uses, consolidates or processed from and for you: our stakeholders.

Fully committed to the security and preservation of your data, any and all personal data obtained from this portal is entered and stored within the organization's fully secure information and communications system which is only accessible by the duly authorized PS-PhilGEPS.

Procurement Service - PhilGEPS

PS-PhilGEPS has instituted appropriate organizational, technical and physical security measures to ensure the protection of its stakeholders' personal data.

The information collected and stored in the portal shall only be used for the following purposes:

- 1. Processing and reporting of documents related to the inquiry, i.e. Platinum membership application, account related requests, and other technical concerns, under certain conditions as required by law.*
- 2. Announcements / promotions of events, and other activities offered / organized by PS-PhilGEPS and its partners.*
- Procurement Service - PhilGEPS*
- 3. Activities pertaining to establishing relations with stakeholders.*

PS-PhilGEPS shall not disclose the stakeholders' personal information without their consent and shall only retain this information over a period of ten (10) years for the effective implementation and management of customer service records.

Procurement Service - PhilGEPS

I have read the Institute's Data Privacy Statement and express my consent for the Procurement Service - PhilGEPS (PS-PhilGEPS) to collect, record, organize, update or modify, retrieve, consult, use, consolidate, block, erase or destroy my personal data as part of my data.

I hereby affirm my right to be informed, object to processing, access and rectify, suspend or withdraw my personal data, and be indemnified in case of damages pursuant to the provisions of the Republic Act No. 10173 of the Philippines, Data Privacy Act of 2012 and its corresponding Implementing Rules and Regulations.

SIGNATURE

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.