



BANGKO SENTRAL NG PILIPINAS

BIDS AND AWARDS COMMITTEE – INFORMATION TECHNOLOGY, INFRASTRUCTURE AND OTHER RELATED COMPONENTS

REQUEST FOR CONFIRMATION OF RENEWAL OF SUBSCRIPTION/MAINTENANCE AND SUPPORT SERVICES

[DIRECT CONTRACTING – Project Identification Number: BAC-ITIO GS No. 2021-0042 dated 19 October 2020 of the Information Technology Infrastructure and Operations Department (ITIOD)]

30 November 2020

Mr. Kevin A. Poe

Financial and Insurance Solutions Group

CGI IT UK LIMITED

14th Floor, 20 Fenchurch Street

London, United Kingdom EC3M 3BY

Tel. No.: +44 (0)845 070 7765

Email Address: kevin.poe@cgi.com

Subject : **One (1) Lot – Software Subscription/Maintenance and Support Services for the existing Philippine Payments and Settlement System – Central Accounting System (PhilPaSS-CAS), for a period of One (1) Year, as per Bangko Sentral ng Pilipinas (BSP) Terms of Reference**

Dear Mr. Poe:

We request your firm, the owner of and sole proprietary source and exclusive service provider of the subject CAS, to signify conformity to the renewal of the subscription/maintenance and support services which is due to expire on 31 December 2020, and to submit the following:¹

1. Confirmation of price quotation dated 28 May 2020, in the total amount of USD406,686.49,² exclusive of all applicable taxes and other charges;³

¹ Electronic documents can be submitted to the following email addresses: bacsec-hoebid@bsp.gov.ph and pro-itio@bsp.gov.ph.

² The BSP shall make all payments under the Contract without withholding or deduction of, or in respect of, any bank charge, tax, levy or duty unless required by law. If any such withholding or deduction is required, BSP shall, when making the payment to which the withholding or deduction relates, pay to CGI IT UK Limited such additional amount as will ensure that CGI IT UK Limited receives the same total amount that it should receive under the Contract and would have received if no such withholding or deduction had been required.

³ Taxes and charges may include 30% Final Withholding Tax and USD15.00 Bank Charges.

2. Agreement to the attached BSP Terms of Reference, Maintenance and Support Services Agreement, BSP Confidentiality and Non-Disclosure Agreement and BSP Terms and Conditions, by affixing the signature of the firm's duly authorized representative/s in the *conforme* portion/s of the pertinent pages thereof; and
3. The following documents as required by procurement regulations:⁴
 - a. Certificate of Registration or Incorporation or equivalent document;⁵
 - b. Philippine Government Electronic Procurement System (PhilGEPS) Registration Number;
 - c. Latest Financial Statements or Tax Return;⁶ and
 - d. Any written Proof of Appointment of the Supplier or Service Provider's Authorized Representative/s.

Additionally, we also provide you with the proposed *Purchase Order*, which shall serve as our contract for this requirement, for your advance perusal. The *Purchase Order* will be executed by the BSP and your firm, after the Head of Procuring Entity in the BSP approves the award of contract as recommended by this Committee.

We shall appreciate your timely submission of your confirmation and transmittal of the attached documents, on or before **07 December 2020, at 1:00 P.M. (Philippine Time)**, in order to facilitate the renewal of the contract before its expiration. Transmit your response and documents ***through courier*** to the Bids and Awards Committee – Information Technology, Infrastructure and Other Related Components of the BSP, c/o Procurement Office, Room 212, 2nd Floor, 5-Storey Building, BSP – Head Office, A. Mabini corner P. Ocampo Sr. Streets, Malate, Manila, or ***through email*** to BACSecretariat-HO@bsp.gov.ph.

This Committee shall accept electronically or digitally signed documents.⁷ Hand-signed documents may be scanned or transmitted through email; however, the original documents bearing the hand-signed copy of the *Purchase Order* (if without certificate or affirmation) are required to be transmitted to the BSP to process the payments to the supplier or service provider.

⁴ Pursuant to Appendix "A" (Documentary Requirements for Alternative Methods of Procurement), Annex "H" of the 2016 Revised Implementing Rules and Regulations of Rep. Act No. 9184 (2016 Revised IRR).

⁵ In line with Section 8.5.2 of the 2016 Revised IRR, these documents may be substituted by the appropriate equivalent documents in English, if any, issued by the country of the bidder concerned. Otherwise, it must be accompanied by a translation of the documents in English issued by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

⁶ *I.d.* see note 5.

⁷ The actual signature of the authorized representative of the supplier or service provider, cropped and pasted handwritten signatures, adobe-created signatures, unique figures and symbols and stamped signatures are ACCEPTABLE as e-signatures, provided that these have been properly supported by a digital certificate or contains an affirmation or authority from the signor to affix the said signature. However, text-typing the name of the signor and/or the words "SGD. or ORIGINAL SIGNED" and the like without distinctive features are NOT ACCEPTABLE. An electronically signed document shall be presumed to belong to that of the party concerned if signed by a duly authorized representative and sent to the designated email above, with the proof of authority of the representative.

The BSP reserves the right to reject the price confirmation or not award the contract, and makes no assurance that a contract shall be entered into as a result of this request.

Very truly yours,


REYSAN G. GANTUANGCO
Vice-Chairperson

Conforme:

Mr. Kevin A. Poe
Financial and Insurance Solutions Group
CGI IT UK LIMITED

Date: _____

Attachments:

- BSP Terms of Reference
- Maintenance and Support Services Agreement
- BSP Confidentiality and Non-Disclosure Agreement
- BSP Terms and Conditions
- Proposed Purchase Order



TERMS OF REFERENCE

INFORMATION TECHNOLOGY OFFICE

Information Technology Infrastructure and Operations Department

1. Description

One (1) year Software Subscription/Maintenance and Support for the existing Philippine Payments and Settlement System-Central Accounting System (PhilPass-CAS).

2. Justification/Purpose

To provide software maintenance to the existing PhilPaSS-CAS. The agreement shall cover the delivery of software packages, upgrades, fixes and support services for error resolution, in order to ensure the system will operate according to the terms and condition of the agreement.

3. Scope of Work

Refer to Annex A – CGI Clearing and Settlement System-Central Accounting System (CCSS-CAS) Maintenance and Support Agreement (MSA) for the scope of work and deliverables of this software maintenance.

4. Contract Period

One (1) year to commence upon the start date stated in the Notice to Proceed to be issued by the Information Technology Infrastructure and Operations Department.

5. Confidentiality and Non-Disclosure Agreement

The service provider shall sign the Confidentiality and Non-Disclosure Agreement (Annex B) and its support personnel shall be aware and abide to the obligations stated in the document.

6. Schedule of Payment

Payment Milestone	Deliverables	Detailed Activities	Percentage of Payment
Quarterly	Support Services	1. Provide maintenance and support for LCSS-CAS in accordance with the MSA 2. Provide standby remote telephone weekend support during upgrades for major software	25% of Annual Maintenance and Support Cost



TERMS OF REFERENCE

		releases (up to 4 non-business days) 3. Submit summary of helpdesk calls and status of observations reports (OR) (if required)	
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7. Other Requirements

The terms and conditions stated in this TOR, other Bidding Documents issued by BSP and agreed to by the Bidder, the Philippine Procurement Law RA 9184 and its Revised Implementing Rules and Regulations, and other relevant Government Procurement Policy Board Issuances shall be deemed an integral part of the Agreement. In case of any irreconcilable inconsistencies between the: (1) TOR, other Bidding Documents issued by BSP and agreed to by the Bidder, the Philippine Procurement Law RA 9184 and its Revised Implementing Rules and Regulations, and other relevant Government Procurement Policy Board Issuances agreed to by the bidder; and the (2) Bidder's proposal documents, the former shall prevail.

If the Service Provider fails to meet the service levels as described in Section 2.1.3 or Section 2.1.4 in the CAS Maintenance and Support Agreement-and /or fails to deliver a new Release as described in Section 2.2 of CAS Maintenance and Support Agreement by the mutually agreed to (in writing) date, CGI will issue a credit to the Client in the amount equivalent to one-tenth (1/10) of one (1) percent of the total value of the unperformed portion for every day of delay on the following Quarter's maintenance fee invoice. For example, if the delay occurred in Quarter1, the credit would be applied to invoice #3 for Quarter 2. However, such credit shall not be earned if CGI's failure to meet such service level target as described in Section 2.1.3 or Section 2.1.4 was related to lack of availability, failure, disruption, corruption of, or error in, any data, information, service, resource, system program or subsystem provided or required to be used by Client including, but not limited to, any of Client's Affiliate, agents, contractors (other than Supplier), subcontractor, or employees, a third party, or by a Force Majeure even.

For Example:

The amount for a delay in service levels-as described in Section 2.1.3 or 2.14 and/or a delay to deliver a new Release as described in Section 2.2 by the mutually agreed to (in writing) date will be calculated as follows:

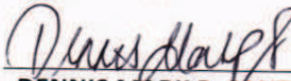
Annual Fee	\$393,694.57
50% New Releases/Fixes = \$383,531/2	\$196,847.29
50% Support Services = \$383,531/2	\$196,847.29
Daily Support Service Fee = \$196,847.29/365 days	\$539.31



TERMS OF REFERENCE

Penalty Fee - according to #5 of Terms and Conditions is .10% = \$539.31*.10%.	\$0.54 per day
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Prepared by:


DENNIS MARK P. SANTOS
Bank Officer IV, SSU


Recommended by:


ERROL C. FRANCO
Deputy Director, ITOG

Reviewed by:


JING PAOLO A. NIGOZA
Bank Officer V, SSU

Approved by:


JOHN L. REGALA
Director, ITIOD

For Contractor's only

This is to certify that we have read the Bangko Sentral ng Pilipinas Terms of Reference for the *One (1) year Software Subscription/Maintenance and Support for the existing Philippine Payments and Settlement System-Central Accounting System (PhilPass-CAS)* and that our company is amenable and capable of satisfying the requirements.

Conforme: _____
Authorized Representative
Name and Signature

Maintenance and Support Agreement

THIS MAINTENANCE AND SUPPORT AGREEMENT is made the 1st day of January 2021

Between:

CGI IT UK LIMITED, (formerly known as LOGICA UK LIMITED) (hereinafter called "CGI") of
the one part

and

BANGKO SENTRAL NG PILIPINAS, (hereinafter called "the Client") of the other part

Maintenance and Support Services Agreement:

CGI Clearing and Settlement System
Central Accounting System

Terms and Conditions for Support Services: Maintained System

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WHEREAS

- A. The Client has been licensed to use the software product known as the Logica Clearing and Settlement System - Central Accounting System ("LCSS CAS") under the terms of the Supply Agreement dated 22nd April 2002, and
- B. The Client wishes to receive Maintenance and Support Services (as hereinafter defined) in respect of the System.

NOW IT IS HEREBY AGREED as follows:

- 1 CGI shall perform the services specified in the attachment hereto entitled "Statement of Support Services" ("the Support Services") (Appendix A).
- 2 The Client shall pay to CGI the sums specified in the attachment hereto entitled "Statement of Price" ("the Price") (Appendix B) and all other sums payable hereunder.
- 3 The Support Services, the Price and the Client Obligations (as hereinafter defined) are subject to the terms and conditions following.
- 4 The Client shall perform its obligations under this Maintenance and Support Agreement ("the Client Obligations"). Client Obligations in addition to those appearing elsewhere in this Maintenance and Support Agreement are specified in an attachment hereto entitled "Statement of Additional Client Obligations" (Appendix C).
- 5 Specific details of the Support Services, the Price and the Client Obligations (as hereinbefore defined) shall be as detailed in the attachment hereto entitled the "Support Schedule" (Appendix D), where those details are referred to in the rest of this Maintenance and Support Agreement.

1. DEFINITIONS

- 1.1 “Business Day” means 09:00 to 17:30 GMT/BST Monday through Friday, excluding statutory or public holidays in England.
- 1.2 “Confidential Information” means the Licensed Products and any other original or pre-existing items referred to in Clause 10 (Property rights) and any derivative works, document, material, idea, data or other information related to the above as well as research, development, trade secrets or business affairs of CGI and its suppliers, employees, customers, subsidiaries, affiliates and agents supplied to the Client pursuant to this Maintenance and Support Agreement and like information provided to CGI by the Client pursuant to this Maintenance and Support Agreement.
- 1.3 “Fault” means any error, defect, malfunction or non-conformity which shall cause the Maintained System to deviate materially from such specifications or descriptions of the operation of the Maintained System as are set forth in the documentation supplied to the Client.
- 1.4 “Licensed Products” means the CGI Licensed Products and Third Party Licensed Products as specified in Appendix E.
- 1.5 “Location” means the Client’s premises in which the Maintained System is installed and operational and is recorded as such in Appendix D.
- 1.6 “Maintenance Days” means those days on which CGI shall provide the Maintenance Service under this Agreement, as defined in the Support Schedule. For the purpose of calculating the number of elapsed Maintenance Days in any period referred to in this Agreement, any incomplete part of a Maintenance Day at the start of the period shall not count.
- 1.7 “Maintenance Hours” means those hours in which CGI shall provide the Maintenance Service under this Agreement, as defined in the Support Schedule.
- 1.8 “Maintenance Service” means the Help Desk Service and the Maintenance Service (as described in paragraphs 1 and 2 of the Statement of Support Services) that are supplied for the annual Maintenance Fee described in the Statement of Price.
- 1.9 “Maintained System” means the Hardware and the Software.
- 1.10 “Observation Report” means the document, substantially in the form prescribed by CGI, to be used by the Client to report problems with the Maintained System.
- 1.11 “Release” means a release of the Software that has been made generally available to CGI's clients for the Software.
- 1.12 “Remote Support Facility” means, subject to the Client's security procedures, access at all reasonable times via a remote telecommunications link to diagnostic facilities on the System upon which the Licensed Products run.

- 1.13 “Software” means the Licensed Products.
- 1.14 “Support Agreement Number” means the reference number assigned by CGI to this Agreement.
- 1.15 “Support Charges” means the sums specified in the Statement of Price (Appendix B) hereto and payable from time to time under this Agreement.
- 1.16 “Support Reference Number” means the reference number assigned by CGI to each recorded request for Support Services.
- 1.17 “Support Schedule” means the document agreed and to be agreed between the parties from time to time which details, inter alia, the Support Agreement Number, the Client Executive and the Update distribution point all as described in Appendix D.
- 1.18 “Support Services” means the services to be provided by CGI as defined in the Statement of Support Services (Appendix A).
- 1.19 “System” means the Maintained System.
- 1.20 “Update” means any change, modification or correction to the Software or portion thereof supplied by CGI to one or more of its customers for the Software.

2. PRICE

- 2.1 The Client agrees to pay the Price and all other sums payable in accordance with this Maintenance and Support Agreement.
- 2.2 Unless otherwise agreed in writing, the Price and all other sums payable hereunder do not include travel, accommodation or subsistence expenses reasonably incurred by CGI in providing the Support Services at the Location in Appendix D. These shall be charged at cost and shall be invoiced monthly in arrears. Any additional service/payment shall be mutually agreed by both parties and subject to the Procurement process (R.A. 9184)
- 2.3 The Price and all other sums payable hereunder are exclusive of Value Added Tax and all taxes or duties which may be levied or based upon the Price and other sums payable or any part thereof. Value Added Tax and all such taxes and duties payable by the Client or CGI in compliance with the laws and regulations of the Client’s country shall be paid by the Client as additional charges hereunder.
- 2.4 All sums payable to CGI under this Maintenance and Support Agreement shall be paid without right of set off or counterclaim and free and clear of all deductions or withholdings whatsoever unless the same are required by law, in which case the Client undertakes to pay to CGI and/or indemnify CGI for such additional amounts as are necessary in order that the net amounts received by CGI after all deductions and withholdings shall not be less than such payments would have been in the absence of any requirement to make such deduction or withholding.

3. PAYMENT

- 3.1 Invoices shall be submitted by CGI and payment will be made by Client in accordance with the payment schedule specified in the Statement of Price (Appendix B). If any payment is not received by the due date, late payment fees will begin to accrue. Late payment fees will be calculated using a 30% Annual Percentage Rate (APR); calculated daily and invoiced monthly.
- 3.2 If the Client disputes an invoice then the Client Executive shall, within fourteen (14) days of the receipt by the Client of said invoice, advise the CGI Project Manager in writing of the reason for the dispute (“Notification”). The parties shall make every effort to settle the dispute in a peaceful way, and any such settlement to be agreed in writing between the parties within fourteen (14) days of the Notification unless extended by mutual agreement.
- 3.3 If the Client fails to pay any sum due under this Maintenance and Support Agreement and settlement cannot be reached pursuant to Sub-Clause 3.1 above, interest shall be charged from the day after the due date of the invoice and will be calculated using a 30% APR; calculated daily and invoiced monthly.
- 3.4 If the Client fails to pay any sum due under this Maintenance and Support Agreement and settlement cannot be reached pursuant to Sub-Clause 3.1 above, CGI may, without prejudice to any other remedy, after giving the Client fourteen (14) days’ notice of its intention so to do, withdraw the provision of the Support Services or any part thereof until the payment be made.

4. CHANGES TO THE SUPPORT SERVICES

- 4.1 Either party may request at any time during this Maintenance and Support Agreement that some change be made to the Support Services. Each party shall have the right to reject any such change requested by the other party but shall not exercise such right unreasonably. Change requests shall be made in writing.
- 4.2 When the parties agree to implement a change requested to the Support Services, the details of such change shall be specified and confirmed in writing by the parties. CGI shall not be obliged to implement such change until such time as it shall have been so confirmed and any revision to the Price and any timetable of work and/or delivery dates shall have been agreed in writing. Any additional service/payment shall be mutually agreed by both parties and subject to the Procurement process (R.A. 9184).

5. INCORPORATION OF RELEASES

- 5.1 The provision of the Support Services by CGI is conditional upon the Client incorporating into the Software within the period specified in the Statement of Support Services (Appendix A) of the issue date, all Releases and Updates relating to the Software furnished by CGI and the compliance by the Client with its obligations pursuant to this Maintenance and Support Agreement, unless otherwise agreed by both parties in writing.

6. ASSIGNMENT

- 6.1 No right under this Maintenance and Support Agreement shall be assigned by either party without the prior written approval of the other party. CGI may delegate the performance of any of its nonmaterial obligations hereunder to third parties without the Client's consent. CGI may delegate the performance of any of its material obligations hereunder to third parties upon prior written consent of the Client's provided however that CGI shall remain liable in contract for the performance of the Support Services notwithstanding such delegation.
- 6.2 CGI shall include in its contract with any third party to whom it delegates its obligations under this Maintenance and Support Agreement a duty of confidentiality equivalent to that specified in Clause 9 of this Maintenance and Support Agreement.

7. ADDITIONAL WORK OR EXPENSE

- 7.1 If the Client fails or delays in fulfilling any Client Obligation, CGI may revise the Price and any timetable of work. In this event CGI shall promptly following the failure or delay provide the Client with a notice describing in reasonable detail the additional costs and expenses that have been or are likely to be incurred by CGI as a result thereof and the Client shall pay CGI for additional costs and expenses incurred by CGI on a time and materials basis at CGI's then current support rates, this will follow the Client's procurement process. CGI shall not invoke this clause unreasonably. Any additional service/payment shall be mutually agreed by both parties and subject to the Procurement process (R.A. 9184).

8. WARRANTY

- 8.1 CGI warrants that:

- 8.1.1 in providing the Support Services it shall use reasonable skill and care; and
- 8.1.2 it has the right to grant the rights specified in Sub-Clause 10.3; and

Except as aforesaid, CGI gives no other warranties or conditions, express or implied, including, but not limited to, warranties or conditions of merchantable quality or fitness for particular purpose.

9. CONFIDENTIALITY AND PUBLICITY

- 9.1 Each party undertakes at all times to hold in confidence for the other party, to use only for the purposes hereof and not to print, publicise or otherwise disclose to any third party, Confidential Information of the other party. Confidential Information of the other party does not however include any document, material, data, or other information which:
- 9.1.1 is known to the receiving party, under no obligation of confidence, at the time of disclosure by the other party; or

- 9.1.2 is or becomes publicly known through no wrongful act of the receiving party;
or
 - 9.1.3 is lawfully obtained by the receiving party from a third party who in making such disclosure breaches no obligation of confidence to the other party; or
 - 9.1.4 is independently developed by the receiving party; or
 - 9.1.5 is disclosed by the other party to a third party under no obligation of confidence.
- 9.2 Notwithstanding Sub-Clause 9.1 above, nothing in this Maintenance and Support Agreement shall be construed to prevent or restrict CGI from disclosing or using in the course of its business any technical knowledge, skill or expertise of a generic nature acquired by CGI in the performance of this Maintenance and Support Agreement.
- 9.3 CGI may refer to the Client in CGI's publicity material as being a client of CGI, but shall not, without the Client's permission (which shall not be unreasonably refused), publicise CGI's work under this Maintenance and Support Agreement. The Client undertakes not to publicise work undertaken by CGI through the use of CGI's name without the prior consent of CGI, which consent shall not be unreasonably withheld.

10. PROPERTY RIGHTS

- 10.1 To the extent that the Support Services are being provided with respect to software and systems originally provided by CGI under separate Supply and Licence agreements, the title and all intellectual property rights in any document, material, idea, data or other information constituting an original item developed and supplied as part of the Support Services shall be vested on the same terms as those detailed in the said separate agreements.
- 10.2 Subject to Sub-Clause 10.1, to the extent that any document, material, idea, data or other information constitutes an original item developed by CGI or a third party and supplied as part of the Support Services, title thereto and all intellectual property rights therein shall be vested in CGI or such third party as appropriate.
- 10.3 Subject to payment of the Price, CGI hereby grants to the Client an irrevocable, non-exclusive, royalty-free licence to use and reproduce for the Client's internal use those original items described in Sub-Clause 10.2 above that are submitted by CGI to the Client in performing the Support Services. Each copy, whether in whole or in part, of such original items shall contain the copyright and any proprietary information notice included thereon.

11. CLIENT RESPONSIBILITIES

- 11.1 The successful and timely performance by CGI of the Support Services is dependent upon the Client's prompt performance of the Client Obligations which include, among others, the responsibilities described in this Clause 11.

- 11.2 The Client agrees upon execution of this Maintenance and Support Agreement to appoint a Client Executive and to provide for such function to be maintained for the duration of the Support Period.
- 11.3 The Client agrees that the Client Executive shall:
- 11.3.1 undertake that binding decisions for the Client relating to this Maintenance and Support Agreement are made, including any change to the Support Services or other variation hereto; and
 - 11.3.2 provide CGI with all information concerning the Client's operations and activities which may reasonably be required by CGI for the performance of the Support Services; and
 - 11.3.3 act as the point of contact with respect to the provision of the Support Services.
- 11.4 The Client agrees that all reports and requests associated with the Support Services shall be conveyed to CGI only by the Client Executive or his/her nominated representative and that the Client's Support Agreement Number shall be quoted in all such reports and requests.
- 11.5 The Client agrees that CGI shall have no responsibility for the distribution and dissemination of Releases or Updates within the Client's organisation.
- 11.6 Where participation by, or access by CGI to, the Client's own staff is necessary for the performance of the Support Services, the Client agrees that such staff shall:
- 11.6.1 be available at the times agreed between the two parties; and
 - 11.6.2 possess the appropriate skills and experience for the tasks assigned to them; and
 - 11.6.3 exercise proper skill and care in following any fault finding procedures laid down by CGI.
- 11.7 The Client shall keep full back up copies of the supported systems and any associated databases in accordance with best computing practice.
- 11.8 Neither the Client nor any third party shall make any modifications or enhancements to the supported systems, without the prior written consent of CGI, and in the event of any such modifications or enhancements being made shall provide CGI with full details thereof.
- 11.9 The Client agrees at CGI's request, to provide CGI staff with such facilities and access to the Client's premises as may be reasonably necessary to perform the Support Services.
- 11.10 When invoking the Maintenance Service, the Client shall:
- 11.10.1 follow the procedures in the Payments Standard Client Support Procedures document as supplied by CGI on an annual basis;

11.10.2 at all reasonable times, allow CGI access to the Client's Location and/or Remote Support Facility for Observation Report resolution.

11.11 The Client agrees:

11.11.1 to use only such version of Operating System Software as is designated by CGI to be a version under which the Licensed Products run;

11.11.2 to provide CGI with at least seven (7) Working Days' notice of any major upgrades or configuration changes that the Client plans to implement.

12. STAFF

12.1 Each party agrees that when its staff are present on the premises of the other party they shall comply with such rules and regulations as are notified to them for the conduct of staff on those premises.

12.2 CGI staff engaged in the Support Services shall at all times remain under the direction and control of CGI. Equally the Client's staff shall at all times remain under the direction and control of the Client.

12.3 Each party agrees that during a period from the commencement of the Support Services to twelve months after the termination of this Maintenance and Support Agreement it shall not employ or engage on any other basis or offer such employment or engagement to any of the other party's staff who have been associated with the provision of the Support Services without the other party's prior agreement in writing.

12.4 Each party agrees that if it employs or engages any person contrary to Sub-Clause 12.3 above the party in default shall be liable to pay to the other party liquidated damages in an amount equal to such person's salary per annum at the time of leaving the employment of the other party.

13. TERM AND TERMINATION

13.1 Unless specified to the contrary elsewhere herein, the Maintenance and Support Agreement shall come into force on the date specified in Exhibit B Statement of Price) and shall continue in force for a period of one (1) year. Client will not cancel maintenance during the One (1) Year Period. If the Client elects to terminate this Agreement at the end of the One (1) Period then CGI's obligation to provide Maintenance and Support Services to the Client shall cease at the end of the One (1) Year Period as the case may be. In any event and without prejudice to the foregoing Client shall provide CGI three (3) months written notice prior to the end of the One (1) Year Period of Client's intent to cancel maintenance at the end of the One (1) Year Period. Such termination shall not interfere with Client's obligation to pay for Maintenance and Support services during the One (1) Year Period.

- 13.2 In any event and without prejudice to the foregoing CGI shall provide three (3) months written notice to the Client of its intent to withdraw Maintenance and Support under this Agreement. Such termination shall not interfere with CGI's obligation to provide Maintenance and Support services during the One (1) Year Period.
- 13.3 Either party may terminate this Maintenance and Support Agreement forthwith by written notice to the other party if:
- 13.3.1 the other party shall commit a material breach of any of its obligations under this Maintenance and Support Agreement and shall not have remedied such breach within thirty days of receiving written notice of the breach; or
- 13.3.2 the other party shall become bankrupt or enter into liquidation (other than for reconstruction or amalgamation) or have a receiver appointed of its assets or any part thereof or an administration order is served upon it.
- 13.4 Termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 13.5 Clauses 9, 10, 12.3, 12.4, 14 and 15 of this Maintenance and Support Agreement shall remain in full force and effect notwithstanding the expiry or termination of this Maintenance and Support Agreement.

14. LIMITATION OF LIABILITY

- 14.1 Except as provided in Sub-Clause 14.2 below, the Client agrees that CGI's liability for damages under or in connection with this Maintenance and Support Agreement, howsoever arising (including, without limitation, for breach of contract, for negligence or other tort, or concerning the use or inclusion of any document, material, idea, data or other information in the Support Services), shall in no circumstances exceed in the aggregate the sum of twice the fees paid by the Client hereunder the 12 month period immediately preceding the event giving rise to the claim or £500,000 whichever is the less and (provided that such aggregate is not exceeded) shall for individual incidents or series of incidents arising from the same event be limited to the following sums:
- 14.1.1 £200,000 for physical damage to or loss of tangible property caused by CGI's negligence; or
- 14.1.2 £250,000 for all other incidents,
provided however that CGI shall have no liability under or in connection with this Maintenance and Support Agreement, howsoever arising, for damages in respect of loss of profits or contracts or for indirect or consequential loss or damage.
- 14.2 The limitations and exclusions set out in Sub-Clause 14.1 above shall not apply to personal injury, including death, caused by CGI's negligence.

15. FORCE MAJEURE

- 15.1 Neither party shall be liable for any delay in meeting or for failure to meet any of its obligations under this Maintenance and Support Agreement due to any cause outside its reasonable control, including, without limitation, Acts of God, war, riot, fire, acts of any government authority, failure of the public electricity supply, failure or delay on the part of any sub-contractor beyond the sub-contractor's reasonable control or the lack of availability of materials.
- 15.2 If either party is prevented from meeting any of its obligations due to any cause outside its reasonable control, it shall promptly notify the other party in writing of the circumstances and the other party shall grant a reasonable extension for the performance of this Maintenance and Support Agreement, provided however that if either party shall have been so prevented from meeting its obligations for more than thirty days following receipt of such notice, then either party may terminate this Maintenance and Support Agreement forthwith upon written notice. In the event of termination for force majeure circumstances in the Client's country, the Client shall pay CGI a reasonable sum for the Support Services which shall include the costs and expenses relating to materials or services obtained or ordered in connection with providing the Support Services which can not reasonably be defrayed elsewhere.
- 15.3 In view of Covid-19, the Client acknowledges and agrees that: (i) there is considerable uncertainty as to the extent of the impact on the performance of CGI's obligations hereunder; (ii) without limiting the foregoing, CGI cannot foresee, plan for, or mitigate all of the consequences relating to or arising from Covid-19, including, without limitation, the actions, recommendations or directives of applicable government authorities; (iii) CGI's obligations, responsibilities or ability to perform may be adversely impacted, hindered or delayed; (iv) CGI shall not be liable to Client or any third party for any damages howsoever arising from or related to (i), (ii) or (iii) above. In the event of any adverse impact, hindrance or delay arising from or related to Covid-19, the parties shall work together in good faith to effect any changes or amendments as reasonably required.

16. SETTLEMENT OF DISPUTED MATTERS

- 16.1 The Client and CGI shall make every effort to settle any difference of opinions or any dispute arising under the basis of this Maintenance and Support Agreement or in relation thereto in a peaceful way.
- 16.2 If the Client and CGI are unable to solve their contractual dispute in a peaceful way within thirty (30) days of the beginning of these direct and free negotiations unless extended by mutual agreement, that both parties may agree in writing to resort to alternative modes of dispute resolution, either of them is entitled to apply for the official settlement of the dispute. Such official arbitration proceedings shall be held in English under the rules of UNCITRAL at the seat of arbitration in Philippines as provided under Section 59 of RA 9184.

17. LANGUAGE

17.1 The applicable language of the Maintenance and Support Agreement shall be English.

18. NOTICES

18.1 Any notice, which expression includes any other communication whatsoever which is made in accordance with this Maintenance and Support Agreement, should make reference to the Support Agreement Number shown at the head of this Maintenance and Support Agreement and shall, without prejudice to any other method of giving it, be sufficiently given if it is sent by air mail, facsimile transmission (to be followed up by letter), reputable international courier to the other party to the address stated on the signature page of this Maintenance and Support Agreement or to such address as the respective party may advise by notice in writing from time to time.

19. WAIVER

19.1 No delay or failure of either party in enforcing against the other party any term or condition of this Maintenance and Support Agreement, and no partial exercise by either party of any right hereunder, shall be deemed to be a waiver of any right of that party under this Maintenance and Support Agreement.

20. LEGAL CONSTRUCTION

20.1 The parties have read and understand this Maintenance and Support Agreement and agree that it constitutes the complete and exclusive statement of the agreement between them with respect to the subject matter hereof which supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between them relating thereto.

20.2 Clause headings are inserted for convenience of reference only and shall not affect the interpretation of this Maintenance and Support Agreement.

20.3 References herein to "Statement of Support Services" and "Statement of Price" are to the Statements of Support Services (Appendix A) and Price (Appendix B) to this Maintenance and Support Agreement unless otherwise stated.

20.4 If the scope of any of the provisions of this Maintenance and Support Agreement is too broad in any respect to permit enforcement to its full extent, then the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly.

20.5 No purported variation of this Maintenance and Support Agreement shall take effect unless made in writing and signed by an authorised representative of each party.

20.6 This Maintenance and Support Agreement shall be governed by Philippine Law.

Conforme:

Appendix A Statement of Support Services

1 Help Desk Service

- 1.1 CGI provides a Help Desk Service which can be accessed via telephone and e-mail at all times and which will be supported by the service team during Maintenance Hours. On receipt of a call to the Help Desk relating to the Maintained System, quoting the Client's Support Agreement Number, CGI will take the following actions:
- a) log the call and allocate a Support Reference Number
 - b) evaluate the call and take one or more of the following actions:
 - i. provide advice to resolve the matter reported;
 - ii. advise the matter reported falls outside CGI's proper control and/or responsibility;
 - iii. assign a severity level to the matter reported;
 - iv. for calls which cannot be immediately resolved, instigate remedial actions in accordance with allotted severity level.
- 1.2 The Help Desk Service will also:
- answer ad-hoc enquiries on the progress of any matters which have been reported;
 - advise the Client an estimated time for resolution for each matter reported;
 - arrange quarterly or as agreed "support meetings" where support issues can be discussed by CGI and the Client.
- 1.3 With respect to the Helpdesk Service, the Client shall:
- provide to CGI written details of nominated Client staff authorised to access the Help Desk Service;
 - confirm Help Desk calls with a completed Observation Report if the call may imply a change to the Maintained System or further investigation is required following a resolution workaround which allows the Maintained System to function.
- 1.4 Calls may be made to the Help Desk at any time and will be logged by the Help Desk. Response and resolution of the call will take place within the Maintenance Hours for the Support Services.
- 1.5 The Client may invoke standby remote telephone support for up to (four) 4 non-business days (weekends) per maintenance year as detailed in Appendix B at no additional charge to Client upon **four (4) weeks prior written notice**.

2 Maintenance Service

- 2.1 The Maintenance Service will be activated by the Help Desk Service if a matter reported cannot be immediately resolved because CGI:
- determines that there is an apparent Fault in the Maintained System
 - requires more investigation to resolve a situation for which a workaround has been provided.
- 2.2 The Maintenance Service provides the Client with a rectification service for Faults identified in the Maintained System.
- 2.3 In allocating a priority to a Client call, the Help Desk Service shall assess the impact of the reported incident on the Client’s use of the Maintained System in accordance with the following criteria.

Severity Level	Client Impact
Critical	Client is unable to use the Maintained System to perform necessary business transactions.
High	Although the Client is able to use the Maintained System to perform necessary business transactions, the problem causes limitations or restrictions in the use of important functionality within the Maintained System.
Medium	The problem does not cause the Client any restrictions when using the Maintained System but may cause the Client to suffer inconvenience when performing day-to-day business functions.
Low	The problem is of cosmetic nature and has little or no effect on the Client’s business or the Client seeks information or advice concerning the operation of the Maintained System.

- 2.4 Subject to the severity level described in clause 2.3 above, CGI shall perform the activities described in clauses 2.5 to 2.7 below in accordance with the target times specified in the following table:

	Severity Level			
	Critical	High	Medium	Low
Initial Response	1 Maintenance Hours	2 Maintenance Hours	2 Maintenance Hours	2 Maintenance Hours
Workaround	9 Maintenance Hours	3 Maintenance Days	10 Maintenance Days	10 Maintenance Days
Resolution	Emergency patch release within 20 Maintenance Days	Emergency patch release within 60 Maintenance Days	Next major release*	Future release

* “Next major release” means the next release which has yet to reach its freeze date

The target times assume that CGI with support of the Client shall be able to remotely view the issue and system components

- 2.5 The Help Desk Service shall log the reported incident, provide an acknowledgment and initiate the problem investigation in accordance with the agreed Severity Level.
- 2.6 Provided the Client provides such information and assistance as CGI may reasonably request to assist in CGI's investigation, then CGI shall use reasonable efforts to correct Faults in the Maintained System, either permanently or with an agreed temporary procedure or "workaround", within the target time for the agreed Severity Level as stated in Clause 2.4 above. A workaround is a provisional manual and/or automatic procedure carried out by the Client, possibly in conjunction with a partial software resolution, in order to allow the system to continue running. A workaround should not add substantial efforts to the Client's workload in relation to use of the Maintained System. Any use of the workarounds should be limited to the timeframe as agreed between the two parties.
- 2.7 In the event that an underlying or latent Fault remains after the application of a workaround, then the severity level shall be changed in accordance with characteristics of the Fault remaining and the problem shall be progressed in accordance with its revised Severity Level as stated in Clause 2.3 above.
- 2.8 CGI reserves the right to reject any reported matter as not a Fault in the Maintained System or as falling outside CGI's proper control or responsibility. In such cases, CGI will provide a written explanation of the rejection within 5 CGI Business Days of such rejection if so requested by the Client.
- 2.9 Any CGI visits to Client site will need to be mutually agreed to by the parties in writing. Associated travel and subsistence expenses will be chargeable at cost and pre-authorised.

3 Update Service

- 3.1 CGI will provide new Releases of the Licensed Products to the Client from time to time as the new Releases become available. New Releases of the Licensed Products may, where appropriate, incorporate:
 - a) corrections for Faults;
 - b) enhancements to functionality and/or performance;
 - c) enhancements required to maintain compatibility with manufacturers' new operating system releases or the SWIFT network;
 - d) enhancements required to comply with European or national legislation or government regulation;
 - e) updates and enhancements to related documentation, as appropriate and available.

There are four types of Releases:

- i. "Emergency Patch Release" which include items for a) above to resolve an issue of Critical nature which cannot wait until the next release.;

- ii. “Major Release” which incorporate at least some changes of type a), b), c) or d) above;
- iii. “Minor Release” which contain items a), b) and d) above and any bespoke changes requested by a particular customer
- iv. “Client Release” which are issued to individual customers only and contain bespoke changes for that customer.

Major Releases will contain all corrections to the Licensed Products that were completed by the cut-off date for the Release. New Releases will not result in the withdrawal of functionality already available to the Client except by agreement with the Client.

3.2 *Changes to the Technical or Legal Environment*

If as a result of a major change to the SWIFT networks or the legal requirements as described in Sub-Clauses 2.2.1 (c) or (d), continued compatibility of the Licensed Products with the SWIFT network or the legal requirements should, in CGI's judgement, become impracticable without substantial amendment to the Licensed Products, or a licence upgrade is required, CGI reserves the right, after discussion with the then current users of the Licensed Products, to charge for part or all of such necessary amendments and to allocate such charges equitably among those users who wish to continue using the Licensed Products beyond the expiry of the then current Maintenance Period. Any additional service/payment shall be mutually agreed by both parties and subject to the Procurement process (R.A. 9184)

3.3 *Support for Previous Releases*

CGI shall continue to provide the Maintenance Services in respect of previous Major Releases of the Licensed Product, and to correct Faults in previous Major Releases of the Licensed Product, for a period of at least six months after CGI has produced a new Major Release. CGI will endeavour to give the Client a minimum of 6 months' prior notice of the delivery date of any Major Release. If the Client requires CGI to provide a Maintenance Service or correct Faults in a previous Major Release of the Licensed Product beyond six months after CGI has delivered a new Major Release of the Licensed Product then CGI reserves the right to make an additional charge in respect of this Maintenance Service. Any additional service/payment shall be mutually agreed by both parties and subject to the Procurement process (R.A. 9184)

3.4 *Delivery of Releases*

Releases will be provided in machine-readable form and the documentation will be provided in the form stated in the Support Schedule. CGI is responsible for the delivery of all such Releases to the Client Executive at the Location given in the Support Schedule. Releases will be accompanied by a "Release Note". The Release Note will give details of:

- a) Faults corrected in the Release;
- b) functionality introduced or modified in the Release;
- c) any other information necessary to use the Release properly.

3.5 *Regular Management Communication*

The Client and CGI agree that their representatives responsible for the operation of this Agreement will meet once every year, or at such other frequency as may from time to time be agreed, in order to discuss the progress of the Support Service and any issues arising from it. CGI will minute the meetings.

4 Exclusions from the Maintenance Services

4.1 Except as may be specifically agreed in writing by CGI to the contrary, the Maintenance Services exclude the following:

- a) components of the Maintained System not specified in the attached Support Schedule;
- b) correction of errors or loss of functionality due to or arising from any modifications to any part of the Maintained System made by the Client or any third party except with written authority from CGI;
- c) correction of errors due to or arising from accident, misuse, fault or negligence of the Client, its employees, agents, contractors or visitors, operator error or by causes external to the Maintained System or otherwise beyond CGI's reasonable control;
- d) use or development of the Maintained System constituting an unauthorised material breach of this Agreement or the Licence Agreement between the Client and CGI.

Time spent by CGI's support staff resulting from any of the above causes will be charged to the Client at CGI's then-current support rates. Any additional service/payment shall be mutually agreed by both parties and subject to the Procurement process (R.A. 9184),

4.2 CGI accepts no obligation to amend or enhance the Licensed Products to operate with any alternative hardware platform or operating system.

5 Additional Support Services

The following separately chargeable services over and above the agreed (four) 4 additional support days are also available:

- a) assistance with the installation of Updates;
- b) radio-pager support for the Maintained System outside the Maintenance Hours;
- c) training courses on the Maintained System;
- d) time spent by CGI staff on and preparation of estimates or quotations for enhancements to the Maintained System involving one half day or more;

- e) consultancy, technical assistance and any other related services on the Maintained System that may be agreed from time to time.

Any additional service/payment shall be mutually agreed by both parties and subject to the Procurement process (R.A. 9184).

Conforme:

**Signature over printed name of the
Bidder's duly authorized representative**

Appendix B Statement of Price

1 **Duration**

The Client commits to a Maintenance Contract for the one (1) year period of January 1, 2021 through December 31, 2021.

2 **Maintenance Fee**

The maintenance fees quoted are exclusive of travel, accommodation or subsistence expenses or the direct additional cost of materials and external services incurred and requested by the Client.

Annual Fee

The annual fee for the provision of the Support Services for the Maintained System is as follows (prices in USD):

Maintenance Year	Maintenance Fee (USD)
January 1, 2021 through December 31, 2021	\$406,686.49

Client is committing to one year of maintenance at the amount listed in the chart above and will pay 25% of the annual maintenance fee listed above in arrears in equal quarterly payments; these quarterly payments will be paid by Client and received by CGI as described in the chart below. Per the foregoing, the Client will be issued four (4) invoices with the following invoice dates, due dates and amounts:

Invoice	Maintenance Period	Invoice Date	Invoice Due Date	Amount (USD)
Invoice #1	January 1, 2021 through March 31, 2021	Every 15 th day of the last month of the Quarter 1 March 15, 2021	within 15 calendar days at the end of Quarter 1 April 15, 2021	25% of Annual Maintenance Fee
Invoice #2	April 1, 2021 through June 30, 2021	Every 15 th day of the last month of the Quarter 2 June 15, 2021	within 15 calendar days at the end of Quarter 2 July 15, 2021	25% of Annual Maintenance Fee
Invoice #3	July 1, 2021 through September 30, 2021	Every 15 th day of the last month of the Quarter 3 September 15, 2021	within 15 calendar days at the end of Quarter 3 October 15, 2021	25% of Annual Maintenance Fee
Invoice #4	October 1, 2021 through December 31, 2021	Every 15 th day of the last month of the Quarter 4 December 15, 2021	Within 15 calendar days at the end of Quarter 4 January 15, 2022	25% of Annual Maintenance Fee
Total				\$406,686.49

If any payment is not received by the due date, late payment fees will begin to accrue. Late payment fees will be calculated using a 30% APR; calculated daily and invoiced monthly.

Extensions to the Maintenance Hours

The annual fee for extending the Maintenance Hours by one hour is £ 7,000 to be agreed prior to the commencement of the 12-month period to which the extension relates. Note that support during these hours may be provided by support contacts other than the CGI Help Desk and appropriate contact telephone numbers will be provided.

Ad hoc Radio-Pager Support

The fee for radio-pager support as described in Clause 3.2 below is as follows and such support shall be agreed in writing one month in advance of the date on which the support is required:

Retainer fee	£150 per day
Call-out charge	£300 per hour or part thereof.

Any additional service/payment shall be mutually agreed by both parties and subject to the Procurement process (R.A. 9184).

3 Additional Support Charges

3.1 With respect to any additional sums payable under Clause 3 or 4 of the Statement of Support Services, the support rates for CGI staff performing such services are as per CGI's standard professional fees then prevailing.

3.2 Support charges in respect of radio-pager support shall be in two parts, a retainer fee and call-out charges in respect of individual incidents.

3.3 CGI shall not increase its daily support rates, annual fee for extended Maintenance Hours or Ad hoc Radio-Pager Support charges before the first day of the first month of each maintenance year following the execution of this Contract. CGI reserves the right to vary all such charges annually thereafter upon thirty days' prior written notice to the Client.

Any additional service/payment shall be mutually agreed by both parties and subject to the Procurement process (R.A. 9184).

4 Payment Schedule

4.1 Maintenance Fee

The maintenance fee shall be payable as described above in Section 2.

4.2 Additional Support Charges

All additional support charges shall be payable monthly in arrears. Any additional service/payment shall be mutually agreed by both parties and subject to the Procurement process (R.A. 9184).

5 Additional Services (Fee Rates)

If requested CGI will respond to the Client's requests for additional services not covered by the above in connection with the support of the system.

The following are CGI's currently published fee rates that will be quoted by CGI to the Client for the duration of this Agreement.

Grade	Description	Daily Fee Rate (£)
1	Junior Programmer	620
2	Programmer	700
3	Analyst/Senior Programmer	900
4	Team Leader	1100
4	Senior Analyst	1100
5	Snr Team Leader	1350
5	Consultant	1350
5S	Project Leader	1600
6	Project Manager	1900
6	Senior Consultant	1900
7(i)	Snr Project Manager	2400
7(ii)	Principal Consultant	2400
8(i)	Project Director	3000
8(ii)	Managing Consultant	3000

CGI shall be entitled to increase these rates annually by giving the Client not less than one (1) month's prior written notice.

Any additional service/payment shall be mutually agreed by both parties and subject to the Procurement process (R.A. 9184).

6 Subcontractors

6.1 Invoicing and Payment

In the case of maintenance and support services provided to the Client by a Subcontractor having a registered office in the Client's country, invoicing may be made thereby in local currency under instruction to do so by CGI in agreement with the Client.

Conforme:

**Signature over printed name of the
Bidder's duly authorized representative**

Appendix C Statement of Additional Client Obligations

- 1 The Client shall meet CGI quarterly or as agreed between the Parties at management level to discuss the Support Services and any issues concerning their provision by CGI. CGI shall be responsible for publishing the minutes and agreeing actions arising from such meetings.

- 2 Conditions for Support of Remote Third Party.
 - 2.1 The Client will supply a telecommunications facility through which CGI can access the RTGS supported system for purposes of Maintenance and Support.

 - 2.2 The Client will supply and install the communications software and hardware required to operate the remote Maintenance and Support link.

 - 2.3 The use of the remote link will be requested by CGI and Maintenance and Support activities using the remote link will be initiated by the Client using a procedure to be mutually agreed between the parties. Following initiation the Client will make available to CGI, any staff and system resources required at the Client site to run a remote Maintenance and Support session.

Conforme:

**Signature over printed name of the
Bidder's duly authorized representative**

Appendix D Support Schedule

1. SUPPORT AGREEMENT NUMBER

The Support Agreement Number to be quoted in all written or other means of correspondence is:

TO BE COMPLETED BEFORE CONTRACT SIGNATURE

2. THE CLIENT EXECUTIVE

The Client Executive for all requests to and responses from CGI's Support Centre are

Lilia C. Guillermo
Managing Director, ITO

Client Executive name may change and the client will provide written notification before doing so.

3. RELEASE AND UPDATE DISTRIBUTION POINT

Releases and Updates will be delivered, for the attention of the Client Executive, to the following address:

Rm. 301 EDPC Building BSP Complex A. Mabini Cor. P. Ocampo Sts. Malate, Manila, Philippines 1004

4. LOCATIONS

The address of the Client's premises in the Client's country where the System is installed in the Metro Manila, Philippines

5. LICENSED PRODUCTS

The Licensed Products as detailed in Appendix E will be maintained by CGI under this Maintenance and Support Agreement.

6. DOCUMENTATION OF THE LICENSED PRODUCTS

CGI will provide one copy of the Documentation on CD using an industry standard format. The Client may make such copies of the documentation as he requires for his own use in support of the Licensed Products. Each copy must retain CGI's copyright statement.

7. MAINTENANCE DAYS

A "Maintenance Day" under this Agreement is defined as any day except Saturday, Sunday or an official holiday in the Client's country.

In the case of weekends and official holidays in the Client's country, the Client shall be able to arrange telephone cover on the basis defined in Additional Services in Appendix B by giving CGI, at a minimum, one month's prior written notice.

For the purpose of calculating the number of elapsed Maintenance Days in any period referred to in this Agreement, any incomplete part of a Maintenance Day at the start of the period shall not count.

8. MAINTENANCE HOURS

Standard

The Standard Maintenance Hours under this Agreement are the period from 8:00am to 07:00pm Philippines time (GMT +8) on every Maintenance Day.

Conforme:

**Signature over printed name of the
Bidder's duly authorized representative**

EXECUTED IN TWO ORIGINALS

BY

AND BY

TITLE

TITLE

SIGNED

SIGNED

DATE

DATE

FOR AND ON BEHALF OF CGI

FOR AND ON BEHALF OF THE CLIENT

Customer Representative

Name and Designation of the
Authorized Officer



BANGKO SENTRAL NG PILIPINAS

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (STANDARD)

The mutual objective under this Agreement is to provide protection for confidential information while maintaining the parties' ability to conduct their respective business activities. "Confidential Information" is any non-public information disclosed by the Discloser to the Recipient which is expressed to be confidential or which by its nature a reasonable person would understand to be confidential.

The parties herein agree that the following terms apply when one party (Discloser) discloses Confidential Information to the other (Recipient):

1. Method of Disclosure

Confidential Information will be disclosed either:

- a. in writing;
- b. by terms of delivery;
- c. by initiation of access to Confidential Information, such as may be in a database; or
- d. By oral or visual presentation.

2. Obligations

- a. Recipient must not disclose any Confidential Information which may include documents, materials, project manuals, software (applications and platforms used) and hardware inventory lists, solutions used, and or any information that would compromise the position of the Discloser.
- b. Recipient must maintain the Confidential Information obtained from Discloser in strict confidence.
- c. Recipient must use the Discloser's Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement.
- d. Recipient must notify the Discloser promptly of any unauthorized use or disclosure of Discloser's Confidential Information and cooperate with and assist the Discloser in every reasonable way to stop or minimize such unauthorized use or disclosure.
- e. Notwithstanding any provisions hereof, Recipient shall not be liable for use, release or disclosure of any confidential information that:
 - i. is required by judicial action after all available legal remedies to maintain the Confidential Information in secret have been exhausted;
 - ii. is known to Recipient prior to the disclosure to Recipient by Discloser;
 - iii. is independently developed by Recipient or one of its divisions/groups without any breach of this Agreement; or
 - iv. Is approved by Discloser for public release.

3. Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use information that is:

- a. already in its possession without obligation of confidentiality;
- b. developed independently without reference to the Discloser's Confidential Information;



BANGKO SENTRAL NG PILIPINAS

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
(STANDARD)**

- c. obtained from a source other than the Discloser without obligation of confidentiality;
- d. publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- e. Disclosed by Discloser to another without obligation of confidentiality.

This Agreement covers Confidential Information disclosed during the term of this Agreement. Each party's obligations to protect Confidential Information will remain in full force and effect for a period of five (5) years following such return or destruction of the Discloser's Confidential Information. After that five (5) year period, each party's obligations to protect the Confidential Information will cease, except that the obligation to protect the confidentiality of either party's client information or CGI's or its licensor's software and related materials will continue in perpetuity. This Agreement does not require either party to disclose or receive information.

Only a written agreement signed by both the Discloser and Recipient can modify this Agreement.

This Agreement is the complete and exclusive agreement regarding our disclosures of Confidential Information, and replaces any prior oral or written communications between both parties regarding these disclosures.

In case of breach of the Agreement, Discloser shall have the right to terminate the same. Moreover, each party agrees that if a court of competent jurisdiction determines that the Recipient has breached, or attempted or threatened to breach, any of its confidentiality obligations to the Discloser or the Discloser's proprietary rights, monetary damages will not be an adequate remedy. Accordingly, the Discloser will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

By signing below, each party agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (i.e. photocopy or facsimile) is considered an original.

Agreed to: Bangko Sentral ng Pilipinas
Discloser

Agreed to: _____
(Name of Company)
Recipient

By: _____
Signature over Printed Name

By: _____
Signature over Printed Name

In witness hereof, I hereunto sign my name this _____ day of _____, at
Bangko Sentral ng Pilipinas, Manila.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, affiant
exhibiting to me his residence certificate no. _____ issued at _____
on _____.

**REQUEST FOR CONFIRMATION OF
RENEWAL OF SUBSCRIPTION/MAINTENANCE AND SUPPORT SERVICES**

[DIRECT CONTRACTING – Project Identification Number: BAC-ITIO GS No. 2021-0042 dated
19 October 2020 of the Information Technology Infrastructure and Operations Department
(ITIOD)]

TERMS AND CONDITIONS

1. All prices quoted herein are valid, binding and effective for at least one hundred twenty (120) calendar days from the date of the opening of price confirmation.
2. **Terms of Payment: Payment shall follow the Schedule of Payment under Item 6 of the BSP Terms of Reference. Payment shall be made through Telegraphic Transfer.**
3. **Contract Period: The software subscription/maintenance and support services shall commence on the date stipulated in the Notice to Proceed to be issued by the ITIOD, to start on 01 January 2021 and shall end on 31 December 2021.**
4. **In case of delay, please see Other Requirements under Item 7 of the BSP Terms of Reference.**
5. CGI IT UK Limited shall not be liable for delay, losses, payment of liquidated damages, termination of the contract by reason of default, rescission, or cancellation of contract, as may be applicable, if such failure in the performance of its obligations under this contract is the result of a force majeure or an event which CGI IT UK Limited could not have foreseen, or although foreseen, is inevitable.
6. To make every effort to resolve amicably any dispute or difference of any kind arising between the parties in connection with the implementation of this Agreement. Further, the parties agree to submit any controversy or claim arising out of or relating to the Agreement, or the breach thereof, to arbitration.
7. All bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board in accordance with Section 61 of the 2016 Revised IRR of Rep. Act No. 9184.
8. All transactions are subject to applicable taxes per Revenue Regulation No. 10-93.

Conforme:

**Signature over printed name of the
Bidder's duly authorized representative**



To be signed in three (3) copies:
___ 1 Original Copy for BSP
___ 1 Duplicate Original Copy for BSP (w/initials)
___ 1 Original copy for Supplier

PURCHASE ORDER

CGI IT UK LIMITED
14th Floor, 20 Fenchurch Street
London, United Kingdom EC3M 3BY
Tel. No.: +44 (0)845 070 7765
Email Address: kevin.poe@cgi.com
Certificate of PhilGEPS Registration (Platinum Membership) - Reference No.:

Purchase Order (P.O.) No. _____
SAP Reference Date _____
BAC Reference No. BAC-ITIO GS No. 2021-0042
Reference/Docket Date 19 October 2020
End-User Dept. Information Technology Infrastructure and Operations Department (ITIOD)
Certification of Availability of Funds **Certification dated 30 September 2020 issued by the Office of the Managing Director, Comptrollership Sub-sector and Chairperson, BSP Budget Committee**
Re-certified on _____ 2020

Dear Sir/Madam:

Please supply us with the article(s) specified, and within the period stated below:

Article(s)/Specification(s)	Contract Amount
One (1) Lot – Software Subscription/Maintenance and Support Services for the existing Philippine Payments and Settlement System – Central Accounting System (PhilPaSS-CAS), for a period of One (1) Year, as per Bangko Sentral ng Pilipinas (BSP) Terms of Reference	USD406,686.49, ¹ exclusive of all applicable taxes and other charges ²

Contract Period: The software subscription/maintenance and support services shall commence on the date stipulated in the Notice to Proceed to be issued by the ITIOD, to start on 01 January 2021 and shall end on 31 December 2021.

LILIA C. GUILLERMO
Managing Director

Date: _____

- I. On behalf of the above Supplier, the undersigned AGREES to the terms and conditions of this P.O. and those contained in the following documents, which shall be deemed to form, and be read and construed, as an integral part hereof:
 - (i) Request for Confirmation of Renewal of Subscription/Maintenance and Support Services dated _____ 2020;
 - (ii) CGI IT UK Limited's Response to the Request for Confirmation dated _____ 2020;
 - (iii) BSP Terms of Reference;
 - (iv) Maintenance and Support Services Agreement;
 - (v) BSP Confidentiality and Non-Disclosure Agreement;
 - (vi) BSP Terms and Conditions; and
 - (vii) Notice of Award.
- All other documents required under Rep. Act No. 9184 and its 2016 Revised Implementing Rules and Regulations (IRR), existing laws, and Bidding Documents issued by the BSP, although not stated herein, shall also form part of this P.O.
- II. We further AGREE that:
 - A. The article(s)/service(s) to be delivered or provided to the BSP shall be in accordance with the specifications, terms of reference and scope of work of the project.
 - B. Our failure to deliver the article(s)/service(s) within the period specified herein shall give the BSP the right to cancel this order and impose administrative penalties as may be applicable.
 - C. In case of delayed delivery of supplies, the BSP shall have the right to impose liquidated damages, not by way of penalty, in an amount equivalent to 1/10th of 1 percent of the cost of the delayed goods scheduled for delivery for every day of delay, collectible from any money due or which may become due us, at the option of the BSP. The computation of liquidated damages shall be reckoned on the date stated in the P.O., NTP, Maintenance and Support Services Agreement or delivery schedule, whichever is applicable.

FOR CGI IT UK LIMITED:

KEVIN A. POE
Financial and Insurance Solutions Group

DATE: _____

IMPORTANT: The date of execution of this P.O. shall be the date of signing by both parties. If the parties signed on different dates, the reckoning date of the execution of this P.O. shall be the later date. The date of execution of this P.O. shall be the contract effectivity date unless otherwise agreed upon or stipulated in a separate document (i.e., Approval of Award, Notice of Award, NTP) stating a different contract effectivity date. FOR THIS CONTRACT, THE CONTRACT EFFECTIVITY DATE IS 01 JANUARY 2021.

(PLEASE SEE REQUIREMENTS, INSTRUCTIONS, AND CONDITIONS AT THE BACK)

¹ Equivalent to Php_____, based on BSP Reference Rate of USD1.00 = Php_____, prevailing on _____, opening of price confirmation. The BSP shall make all payments under the Contract without withholding or deduction of, or in respect of, any bank charge, tax, levy or duty unless required by law. If any such withholding or deduction is required, BSP shall, when making the payment to which the withholding or deduction relates, pay to CGI IT UK Limited such additional amount as will ensure that CGI IT UK Limited receives the same total amount that it should receive under the Contract and would have received if no such withholding or deduction had been required.

² Taxes and charges may include 30% Final Withholding Tax and USD15.00 Bank Charges.

One (1) Lot – Software Subscription/Maintenance and Support Services for the existing Philippine Payments and Settlement System – Central Accounting System (PhilPaSS-CAS), for a period of One (1) Year, as per Bangko Sentral ng Pilipinas (BSP) Terms of Reference

REQUIREMENTS, INSTRUCTIONS, AND CONDITIONS

I. NOTICE TO PROCEED

The NOTICE TO PROCEED shall be issued by the end-user department within seven (7) calendar days from the date of execution of this Purchase Order (P.O.). **The software subscription/maintenance and support services shall commence on the date stipulated in the Notice to Proceed to be issued by the Information Technology Infrastructure and Operations Department (ITIOD), to start on 01 January 2021.**

II. DELIVERY

A. Unless otherwise indicated in this P.O., the articles shall be delivered, as follows:

1. Place of delivery

<input type="checkbox"/> Property Supplies Management Division Administrative Services Department (PSMD-ASD) Rm. 109, 5-Storey Bldg., BSP Main Office Bangko Sentral ng Pilipinas A. Mabini corner P. Ocampo Sr. Streets Malate, Manila	<input type="checkbox"/> Banknotes and Securities Printing Department (BSPD)
<input type="checkbox"/> Regional Monetary Affairs Sub-sector Rm. 305, Multi-Storey Bldg., BSP Main Office	<input type="checkbox"/> Mint and Refinery Operations Department (MROD)
	<input type="checkbox"/> Department of General Services (DGS) BSP-SPC, East Avenue, Diliman, Quezon City
	<input checked="" type="checkbox"/> Others: <u>ITIOD</u>

2. Delivery schedule (unless otherwise indicated in the Delivery Schedule)

CAPEX (Monday-Wednesday-Friday from 8:00 am – 3:00 pm)
 OPEX (Monday to Friday from 8:00 am – 3:00 pm)

Note: If the last day delivery falls on a non-working/non-delivery day, the next working/delivery day at the specified delivery hours, shall be the last day of delivery

3. Delivery documents/requirements

<u>DOCUMENTS FOR SUBMISSION:</u>	<u>DOCUMENTS FOR PRESENTATION</u> (certified true copy may be submitted):
<input checked="" type="checkbox"/> Original Supplier's Invoice(s)/Bill(s) and/or Delivery Receipt(s) must be submitted to the PSMD-ASD for deliveries made in the BSP-Head Office.	<input checked="" type="checkbox"/> Original P.O./electronic or printed copy of the P.O. Notice to Proceed /(Delivery Period/Schedule as stated above)
<input checked="" type="checkbox"/> Certified by BSP as True Copy of P.O.	<input checked="" type="checkbox"/> BSP Terms of Reference
<input type="checkbox"/> Official Receipts (issued by the Bureau of Customs) evidencing payment of taxes, duties and other charges for the articles to be delivered. The exact specification and/or serial number of the article(s) delivered shall appear in the covering Packing List and/or Import Entry Declaration or Commercial Invoice Receipts. No payment of deliveries received will be made unless the requirement under Administrative Order No. 200, Series of 1990, is complied with.	<input checked="" type="checkbox"/> Maintenance and Support Services Agreement
<input type="checkbox"/> Others	<input checked="" type="checkbox"/> BSP Confidentiality and Non-Disclosure Agreement
	<input checked="" type="checkbox"/> BSP Terms and Conditions
	<input type="checkbox"/> Complete List of Items for Delivery (for Lot purchases)
	<input type="checkbox"/> Documents as per Letter of Credit

B. **FOR BSP HEAD OFFICE:** One or two hand-carried package/s or item/s with size not exceeding 50x60x35 cm (length x width x height) shall be allowed to pass through BSP Gate 3. Three or more packages/items of the same size or in bulk/oversized packages shall pass through BSP Gate 6 for manual security inspection.

C. The delivery vehicle/s to be used shall be in good condition when it enters the BSP premises. Supplier must present the P.O. to the guard on duty for instructions/guidance.

III. PAYMENT

A. All invoices, bills and/or delivery receipts shall be compliant with the BIR Revenue Regulation (RR) No. 18-2012, Revenue Memorandum Circular (RMC) Nos. 44-2013 and 52-2013 and indicate, among other things: (i) Bangko Sentral ng Pilipinas as Buyer, (ii) P.O. No., and (iii) BAC-ITIO GS No.

B. Payments/collections shall be with duly acknowledged/issued:

1. Delivery receipt/sales invoice
2. Certificate of Satisfactory Performance/Certificate of Completion and Acceptance
3. Cost breakdown/Cost breakdown of Billing Rates
4. Proof of Activation/Entitlement (for Online Subscription)

C. Payment shall be based on actual deliveries, subject to the existing accounting and auditing rules and regulations.

D. **Payment shall follow the Schedule of Payment under Item 6 of the BSP Terms of Reference.**

E. Request for refund of Performance Security filed in the form of cash, check or irrevocable letter of credit should be addressed to the end-user department.

F. If new supplier/contractor/service provider, submit the duly accomplished Authority to Credit form to the end-user department, together with the required supporting documents, as applicable.

IV. BSP No Gift Policy

We have not given, nor do we intend to give, any amount of money or gift in any form to any official or employee of the BSP in securing this Order or having the payment hereof expedited.

ACKNOWLEDGED BY: _____

KEVIN A. POE
Financial and Insurance Solutions Group
CGI IT UK LIMITED