

REQUEST FOR PROPOSAL

SOFTWARE SOLUTION

FOR

CONTRACT MANAGEMENT SYSTEM

BRIEFING SESSION: No
CLOSING DATE : 26TH OCTOBER 2018
CLOSING TIME : 17:00

DISCLAIMER

The information contained in this Request for Proposal ("RfP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of Infrastructure Credit Guarantee Company Limited ("InfraCredit"), or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RfP is not an agreement or an offer by InfraCredit to the prospective Applicants or any other person. The purpose of this RfP is to provide interested parties with information that may be useful to them in the preparation of their Proposals pursuant to this RfP. This RfP includes statements, which reflect various assumptions and assessments arrived at by InfraCredit in relation to the required services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.

This RfP may not be appropriate for all persons, and it is not possible for InfraCredit, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RfP. The assumptions, assessments, statements and information contained in this RfP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RfP and obtain independent advice from appropriate sources.

InfraCredit, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RfP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RfP and any assessment, assumption, statement or information contained therein or deemed to form part of this RfP or arising in any way in this Selection Process.

InfraCredit also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RfP.

InfraCredit may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RfP.

The issue of this RfP does not imply that InfraCredit is bound to select an Applicant or to appoint the Selected Applicant for the consultancy services and InfraCredit reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicants shall bear all costs associated with or relating to the preparation and submission of Proposals including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by InfraCredit or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and InfraCredit shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

TERMS OF REFERENCE

PROJECT: PROVISION OF A SOFTWARE SOLUTION FOR THE PROPOSED CONTRACT MANAGEMENT SYSTEM

Background	<p>InfraCredit (the Company) is a 'AAA' rated financial guarantor established by the Nigeria Sovereign Investment Authority and GuarantCo to provide guarantees to enhance the credit quality of local currency debt instruments issued to finance eligible infrastructure assets in Nigeria.</p> <p>InfraCredit has entered into certain agreements such as Shareholders Agreement, Share Subscription Agreement, Shareholders Direct Agreement with local and international counterparties and these Agreements contain several covenants and reporting obligations to be adhered to by the Company. The Company, on a continuous basis, enter into Service Level Agreements and Confidentiality Agreements with counterparty for specific duration. The Company also enters into Guarantee Documents with counterparties in connection with bond issues guaranteed by the Company which typically contain covenants that issuers are required to comply with, at specified periods.</p> <p>Given the several covenants and reporting obligations owed to investors on the one hand, and the various covenants and reporting obligations owed to the Company by issuers, together with the responsibility of keeping up with the Service Level Agreements and Confidentiality Agreements, InfraCredit wishes to implement a technologically-driven and integrated contract management platform. To this end, InfraCredit is seeking to engage the services of a software developer/vendor (the "Software Provider") to provide it with a with suitable integrated contract management software solution (the "System" or "Platform").</p>
Contract Management System	<p>The proposed System is expected to provide users with the opportunity to interact with all the documents in InfraCredit server and technologically enable on-the-go notification of covenants date, allow information sharing activities, create viewing restrictions, send and receive reports directly to/from counterparties. The integrated Platform is expected to be accessible 24/7 remotely to up to 10 users.</p> <p>The Platform is also expected to serve as a Data Room for all Agreements entered into by the Company with file management and flexible reporting capabilities and facilitate communication (e.g. general message board, one-to-one messaging) among users.</p> <p>To achieve the above broad objective, the appropriate software solution will be expected to possess capabilities to provide the following identified features:</p> <ul style="list-style-type: none">• Efficient file organisation with history to ensure easy reference.

	<ul style="list-style-type: none"> • Instant data and file sharing. • Flexible reporting tool to generate shareable reports in various formats (e.g. xls, .pdf. etc) • Instant message for private and public chats among users. • Customisable alerts with email Notifications for Updates with on/off option at the user's instance. • Secured software environment (InfraCredit Server is our preference) to prevent unauthorised/malicious users. • Administrative rights and privileges to be managed by the Compliance team. • Access to other resources for compliance purposes. • Electronic signature features with the capability to create, send, track, and save electronic signature documents. • Intuitive interface to facilitate easy learning and rapid acceptance by users with minimum requirement for external or on-going training. • Advanced text based with filtering and tagging features. • Highly scalable, easily configurable and seamlessly integrable (with standard ERP systems) to meet current and future needs as highlighted above.
<p>Objectives</p>	<p>This RfP invites reputable Software Providers to submit Technical and Financial Proposals for consideration to be appointed to provide and implement suitable software to drive the Contract Management System of InfraCredit.</p>
<p>Scope of Work</p>	<p>The selected Software Provider will be required, as part of this engagement <u>engagement</u>, to carry out the following:</p> <ul style="list-style-type: none"> • Selection - Identify and/or develop a suitable software solution to achieve InfraCredit's business requirement for the proposed System. • Project Planning - Work with InfraCredit's Compliance officer to develop an implementation plan that addresses InfraCredit's contract management needs. • System Implementation – Implement agreed system in line with the business requirement within the agreed timeline

	<ul style="list-style-type: none"> • Post Implementation Support - Manage the post-implementation phase of the project including user acceptance test and the final launch of the System to ensure seamless and effective adoption by the users. • On-going Maintenance - Provide the maintenance services for the initial period of one (1) year after which retainership arrangement can be negotiated, subject to satisfactory assessment of the initial maintenance period. • Training Support - Provide training support including providing video on how to use the Platform for rapid user adoption and support to InfraCredit's Compliance Team for effective administration of the System.
Expected Duration	The selected Software Provider is expected to deliver the Platform within one month from the date of signing the contract subject to negotiation where necessary.
RfP Responses	<p>In the response to this RfP, the Software Provider is expected to submit, separately, technical and financial proposals which will include the following information:</p> <ul style="list-style-type: none"> • Detailed description of all the steps to be taken to implement, test and launch the System. • A track record of development and implementation of similar platforms across similar organisations in Nigeria. • Detailed work plan for development, implementation and commissioning of the Platform. • Potential resource assignment including CVs of the project managers and other resource persons to be assigned to work on the engagement. • Any significant issues or difficulties that you perceive in relation to this service and the implications for InfraCredit and any proposals that you have for the resolution of such issues. • Detailed information on the cost implication (including one-off and on-going maintenance cost) of the proposed work - clearly detailing all costs, fees, remuneration and reimbursable expenses expected to be incidental to the proposed work. • Indication of a proposed date for a demonstration of the technical capabilities and core functionalities of the proposed software System. Such indicative date should not be later than 5 business days from the date of submission of the technical and financial proposals. • Provide any other information relevant for consideration.

Evaluation Criteria

Technical and Financial Evaluation

Each proposal will be awarded technical and financial scores as follows:

Item	Description	Weight
Proposed Software Solution	<ul style="list-style-type: none"> Breadth of systems including the number of functionalities offered. Depth of functionality – meets expected requirements. 	25%
Technology	<ul style="list-style-type: none"> Compatibility with InfraCredit's Server and Strategy including platforms, database, accessibility. Integrated solution – ease of user navigation and integration with other systems. 	20%
Experience and Implementation	<ul style="list-style-type: none"> Experience with similar solutions Organisational strength – personnel and qualifications Developer viability, strength, expertise and knowledge Experience with similar solutions Satisfactory references Proven Implementation methodology Proposed project timeline 	20%
Total Cost	<ul style="list-style-type: none"> Software license, subscription cost Development and other initial costs Implementation services cost Maintenance cost 	35%
	Total	100%

Points to Note:

- I. Only technical proposals achieving a satisfactory score on the technical proposal will be considered for financial evaluation. InfraCredit will notify those Software Providers whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the letter of invitation and terms of reference.

	<p>II. The Software Provider achieving the highest combined technical and financial scores will be invited for negotiations</p> <p>III. Negotiations will commence with a discussion of the technical proposal, the proposed methodology, work plan, staff assignments and any suggestions which may have been made to improve the terms of reference, logistics and reporting. Special attention will be paid to optimisation of the required outputs from the selected Software Provider and clear definition of the inputs required from InfraCredit to ensure satisfactory implementation of the Platform.</p> <p>IV. Shortlisted Software Provider will be invited to present a proof of concept (POC).</p>
<p>Response Requirements</p>	<p>Proposals shall be simple and economical, providing a straightforward, concise description of the Software Provider and its capability to satisfy the requirements of the RfP. Emphasis should be on completeness and clarity rather than volume of content. All proposals and accompanying documentation will become the property of InfraCredit and will not be returned.</p>
<p>Additional Information</p>	<ul style="list-style-type: none"> • Language of assignment: The proposals and all deliverables that are part of the assignment must be implemented and written in English. • Clarifications may be sought from: The procurement team at rfp@infracredit.ng. • Proposals must be submitted electronically to this email: rfp@infracredit.ng (with aoshinaga@infracredit.ng in copy) not later than 5:00 PM (Nigerian time) on Thursday, 26th October 2018. Only electronic submissions are required. • The assignment is expected to commence immediately after finalising the contract terms. • All fees are to be stated in Nigerian Naira or the Naira equivalent of the relevant amount if in other currencies. • All possible fees that may be charged by a Software Provider contemplated herein must be disclosed as part of the proposal • Professional fees are subject to Withholding Tax, and remittances shall be made on behalf of the selected provider to the relevant tax agencies. Note that InfraCredit is exempted by law from VAT and all other taxes in Nigeria. Any VAT included in a consultant's bill will not be paid.

	<ul style="list-style-type: none"> • InfraCredit reserves the right to select the appropriate service provider(s) based on its requirements. The decision of the evaluation panel will be final. • We would appreciate if you inform us by letter or email: <ul style="list-style-type: none"> (i) Your acknowledgment of the receipt of this RfP; and (ii) Whether or not you will be submitting a proposal. <p>The letter or e-mail should reach rfp@infracredit.ng (with aoshinaga@infracredit.ng) latest Thursday 26th October, 2018.</p>
Amendment of RfP	<ul style="list-style-type: none"> • At any time prior to the deadline for submission of proposal, InfraCredit may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RfP document by the issuance of Addendum/Amendment. • All such amendments may be notified through e-mail to all Applicants who have received the RfP document along with the revised RfP containing the amendments and will be binding on all Applicants. • To afford the Applicants a reasonable time for considering an amendment, or for any other reason, InfraCredit may, at its sole discretion, extend the closing date for submission of proposals.
Substitution of Personnel	<p>InfraCredit will not normally consider any request of the selected Applicant for substitution of its key personnel as the ranking of Applicants is based on the evaluation of the personnel and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the key personnel is not available for reasons of any incapacity due to health or change of employment. Such substitution shall ordinarily be limited to one key personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of InfraCredit.</p>
Proprietary Data	<p>All documents and other information provided by InfraCredit or submitted by an Applicant to InfraCredit shall remain or become the property of InfraCredit. Applicants and the selected Software Provider, as the case may be, are to treat all information as strictly confidential. InfraCredit will not return any proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the selected consultant to InfraCredit in relation to the implementation of the Platform shall be the property of InfraCredit.</p>
Governing Law	<p>The selection process and the implementation of the project shall be governed by, and construed in accordance with, the laws of the Federal Republic of Nigeria.</p>

Dispute Resolution	<p>If any dispute arises howsoever in relation to the project, the dispute shall be:</p> <ul style="list-style-type: none">• finally settled by arbitration in accordance with the Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria, 2004 or any statutory re-enactment or modification thereof; and• resolved by three Arbitrators, one to be nominated by each Party and the third to be nominated by the other two arbitrators. In the event two Arbitrators are unable to agree on the choice of arbitrator within a period of 20 (twenty) Business Days after the breakdown of negotiation by Parties, the third Arbitrator shall be appointed by the President of the Chartered Institute of Arbitrators, United Kingdom, Nigeria Branch. <p>The seat of the arbitral proceedings shall be in Lagos, Nigeria and the arbitration shall be conducted in the English language. The arbitral award shall be binding on the Parties. Each Party shall bear its own costs and expenses in relation to the arbitral proceedings, but the common cost and expenses of the arbitration process shall be borne by the unsuccessful party unless the arbitral award states otherwise.</p>
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