



The New Development Bank

Request for Proposal

(This is not a Purchase Order)

1. Introduction

The New Development Bank (NDB) is issuing a Request for Proposal (RFP) to invite qualified suppliers to provide proposals to NDB's S-IT-2021-00368 Integration with BambooHR project. Please refer to the following information or attached TOR (Service Scope) for detailed requirements.

Those interested and qualified companies please register into NDB's [e-procurement system \(EPS\)](#) to be NDB's **registered suppliers** and participate in the bidding process (**please be noted the contact information provided in registration especially email address must be correct as all communications regarding the bid including RFP distribution and award notice will be sent through it**). NDB will choose the most suitable one(s) from the shortlisted suppliers. NDB at its sole discretion reserves the right to reject all proposals in accordance with its internal policy and guidelines.

2. RFP Schedule

Please be noted the following activities could take place in the RFP process. NDB will inform the specific arrangements in advance and the suppliers are requested to respond timely.

Activity	Date
Distribution of RFP	August 24, 2021
Deadline for Questions	October 18, 2021
Proposal Response Due*	October 20, 2021
Negotiation on contract	TBC
Signing Contract	TBC
Project Kick Off	TBC

*Decision about second round can be done based on the results of first proposals review.

3. Instruction to bidders

3.1 Contact Information

Please use the following contact information for all correspondence with NDB concerning this RFP. **Suppliers who solicit information about this RFP either directly or indirectly from other sources will be disqualified.**

Mr. Ivan Nepeivoda

Address: 33rd Floor, BRICS Tower, No. 333, Lujiazui Ring Road, Pudong, Shanghai

上海浦东陆家嘴环路 333 号，金砖大厦 33 层

Email: nepeivoda.ivan@ndb.int

3.2 Submission of Proposals

Proposals shall be prepared in English. Both hard copy and electronic version is acceptable. Hard copy (6copies at least) is **optional** and shall be sent in sealed covers. Electronic version is **obligatory** and shall be submitted online via Electronic Procurement System.

For submission of proposal, the qualified suppliers should register to NDB's e-procurement system to be **NDB registered suppliers** (subject to NDB's internal approval) in advance. Then registered suppliers need to **ENROLL** in the procurement notice (for open competitive bidding) or **ACCEPT** the invitation (for limited competitive bidding) before submitting proposal online according to the timeline. (<https://www.ndb.int/data-and-documents/corporate-procurements/>)

The mentioning of deadline, due time, closing date, etc. herein means Beijing time; and NDB's business time is from 9:00AM to 5:15PM in working days.

3.3 Questions

Please submit questions in writing by e-mail. Vendors should refer to the specific RFP paragraph number and page and should quote the questioned passage. NDB will be prompt in responding to questions. All questions will be responded to as a group and sent to all vendors.

3.4 Ownership of Materials

All materials submitted in response to this RFP become the property of NDB. Proposals and supporting materials will not be returned to vendors.

3.5 Proposal Costs

NDB is not responsible for any costs incurred by the vendor in the preparation of the proposal or the site visit.

3.6 Proposal Format (if applicable)

NDB recommends that the proposal should contain two parts as follows. **The vendor may choose other format if you desires so.**

Volume 1 – Main Proposal

Section 1 Executive Summary

Section 2 Functional Section

Section 3	Technical Section
Section 4	Project Management Section
Section 5	Support Section

The above format is only a recommendation. Suppliers could use other formats if you desire so.

Volume 2 – Price Proposal – Should be separate but integral part of the proposal. The currency is USD; if quoting in other currencies, the exchange rate should be clearly defined. **The price shall be inclusive of applicable taxes (if not, please specify);** and other charges shall also be clearly defined. Note: The payment will be done by international wire transfer, then NDB recommends that the tax fee must be included in the proposal, with respective details. Payment terms applicable - **not less than 30 days.**

3.7 Validity Period

The proposal including pricing quotation shall be valid at least for 120 days.

3.8 RFP Amendments

New Development Bank reserves the right to amend this RFP any time prior to the closing date. Amendments will be issued only to vendors who are going to complete a proposal.

3.9 Sub-contractor

NDB expects to negotiate and sign contract with one winning vendor. NDB will accept only complete solutions from a primary vendor, and will not accept any proposals that are on only one item or a combination of items from the RFP. The prime vendor will be responsible for the management of all subcontractors. NDB will not accept any invoices from subcontractors or become part of any negotiations between a prime vendor and a subcontractor.

3.10 Award Notification

NDB could negotiate with all shortlisted suppliers before deciding the winning vendor. And NDB reserves the right to negotiate further with the winning supplier before and in the contracting process. The remaining vendors will be notified in writing of their selection status.

4. Evaluation Criteria

The proposals will be reviewed and evaluated by NDB’s team in accordance with the related policy and guidelines, especially the six principles (Economy, Efficiency, Competition, Transparency, Value for Money, Fit for Purpose) contained in NDB’s corporate procurement policy. NDB is interested in obtaining a complete solution to the requirements contained in this RFP. Proposals that meet the proposal instructions and requirements will be given a thorough and objective review. Proposals that are late, or do not comply with proposal instructions, or take exceptions to mandatory requirements will be eliminated without further consideration. The following are the key factors that would be taken into consideration for evaluating the proposals.

i. Technical Approach and Methodology or Software Solution

Primary consideration will be given to meet the mandatory requirements as listed in this RFP.

The following are factors in the evaluation.

1. Meeting the requirements as stated in this RFP;
2. Understanding of the work to be performed;
3. Technical approach and methodology to accomplish the work;
4. Completeness and competence in addressing the scope of work.

ii. Project Management

NDB also believes that effective project management is essential for a successful implementation. Vendors will be evaluated on the completeness and responsiveness of their project management plans and the project team assigned.

As part of the project management plan, vendors must demonstrate adequate experience in developing and implementing the requested project. NDB's confidence in the vendors' ability to meet deadlines and successfully manage similar projects will be a primary consideration.

Special consideration is given to vendors who propose a detailed project plan with sufficient breakdown of tasks and steps to demonstrate a complete understanding of the project.

iii. Pricing

NDB will consider pricing as part of the evaluation criteria. **Lowest price is not essential to win**; however, large pricing differentials between vendors will be carefully examined. Price will be used as a final indicator for determining the vendor finalists when all other criteria have been normalized.

iv. Presentation and Demonstration

The results of Presentation and Demo will be evaluation factors.

v. Support and Maintenance

NDB believes the ability to perform timely support is also an important factor for the success of this project. Therefore, vendors should provide adequate information to demonstrate their capabilities to fulfill this task.

5. Contract

The participant shall review the service agreement template provided by NDB in advance. The use of NDB's version of the agreement is preferable. Template agreement and general terms and conditions can be found on the NDB's official web-site <https://www.ndb.int/data-and-documents/corporate-procurements/>

Attachment 1:

Project Name

HR Onboarding Process Automation along with pre-onboarding

HR integration API service, change order

Project Background:

HR pre-Onboarding process has been running on SNOW platform , to further automate the process to reduce the turn around time and to avoid manual processes. HR on boarding process on SNOW requires further customization as per the requirements discussion initiated by HR, IT and Admin divisions. AS part of the discussion, the processes will complete the complete onboarding process

Project Scope

- Integration with BambooHR for Addition, Updating and Query for onboarding process

Demand Request

HR integration API service, change order

Specification

1 Required integrations

API to create/read/update of NDB Employee Joining Form in BambooHR.
API to create/read/update of NDB Employee Photo in BambooHR.
API to get list of detailed NDB Employee data from BambooHR.
API to get NDB organizational structure from BambooHR.

2 Architecture Design, 3. System Design, 4. Detailed Design, 5. Test plan

Details will be shared with participants after signing the NDA in Attachment 2

NDA should be sent to nepeivoda.ivan@ndb.int

3 Additional requirements

Service Delivery in 2 weeks

Use Camel XML DSL to define integration routes

Requirements for the qualifications of the Contractor's specialists

Work experience:

3+ years in Java development

2+ years in Camel/Fuse development

Certifications required:

Oracle Certified Professional (OCP) Java Programmer

The Red Hat Certified Specialist in Camel Development is a plus

Technical skills

Core Platform:

RedHat Fuse on Spring Boot in Openshift

Frameworks:

Apache Camel

Spring Boot

Spring Security

CI / CD:

Git flow

Jenkins Pipeline

Maven

Docker

Openshift (Kubernetes)

Additional requirements:

Spoken English

Knowledge of corporate integration patterns

Experience in writing unit and integration tests using Camel

4 The procedure for admitting the Contractor's specialists to the provision of Services

The procedure for the admission of the Contractor's specialists to the provision of the Services is determined by the methodology for assessing the qualifications and admission of specialists of contracting organizations for the provision of Technical Development and Maintenance Services, which is valid in NDB.

NON-DISCLOSURE AGREEMENT¹

SHANGHAI, CHINA [●], [●] 20[●]

PARTIES:

NEW DEVELOPMENT BANK, a multilateral development bank headquartered in Shanghai, China (the "Discloser"); and

[●] (the "Recipient"); and

hereinafter collectively referred to as the "Parties" and each as the "Party",

entered into this Non-Disclosure Agreement (the "Agreement") as follows:

1 DEFINITIONS

"**Articles of Agreement**" means the articles of agreement between Brazil, Russia, India, China and South Africa dated July 15, 2014, establishing the Discloser, as may be amended from time to time.

"**Authorised Persons**" mean the persons listed in **Annexure I** of this Agreement, who are authorised to receive the Confidential Information from the Recipient to the extent the disclosure is required for the Permitted Purpose.

"**Confidential Information**" - Subject to clause 1.4 below, means information which simultaneously complies with each of the following criteria:

- (i) is disclosed or made available whether before or after the date of execution of this Agreement in any form or medium, including, but not limited to, written form or verbally, in electronic form or through electronic means of communication, directly or indirectly, by the Discloser to the Recipient;

is required to carry out the activities for the Permitted Purpose or is otherwise related to the Permitted Purpose; and

is not publicly available or in public domain.

The Confidential Information, *inter alia*, may be contained in letters, memorandums, opinions, letters before action, complaints, research reports, schemes and other documents, both in tangible media and in electronic form. Without limiting the generality of the foregoing and subject to the definition of the "**Confidential Information**" above, the Confidential Information includes, *inter alia*:

information on this Agreement;

information on any activities carried out by the Discloser and the Recipient for the Permitted Purpose, as well as on the presence of such activities;

information on clients of the Discloser and their activities as well as on the presence of such clients;

written and verbal statements including, but not limited to, in electronic and postal correspondence, as well as information on the presence of such statements;

¹ Note to Draft: *This draft should be used when NDB is the Discloser.*

contracts and agreements, information and data contained therein, as well as information on the presence of such contracts and agreements;

information on participatory interests and shares in legal entities (amount, percentage of shareholding, purchase costs etc.), as well as information on holding of such participatory interests and shares;

information on financial, legal, structural and other relations between individuals and legal entities;

information on counterparties of individuals and legal entities; and

financial statements and business plans.

- 1.4 The term "**Confidential Information**" shall not apply, or shall cease to apply, to information which the Recipient can show to the Discloser's reasonable satisfaction: (a) that it is, or becomes generally available to the public other than as a direct or indirect result of a disclosure in violation of this Agreement; (b) was or is developed by the Recipient independently of, and without reference to, the Confidential Information; or (c) that it is, or becomes available to the Recipient from a Third Party source that is not connected with the Discloser and that such source was not under any obligation of confidentiality in respect of that information.
- 1.5 "**Data Storage Devices**" mean material objects which contain the Confidential Information in the form of characters, technical solutions or processes.
- 1.6 "**Permitted Purpose**" means [considering, evaluating, processing, providing opinions/ consultation service]² in relation to the Proposed Transaction from time to time, including but not limited to [●].
- 1.7 "**Proposed Transaction**" means [●]
- 1.8 "**Third Party**" means any individual or legal person other than the Discloser, the Recipient and the Authorised Persons. The term "**Third Parties**" shall be construed and interpreted accordingly.

2 **USE**

The Recipient hereby agrees that it will, and will cause the Authorised Persons and the Third Parties (to whom the Confidential Agreement has been disclosed in accordance with the terms of this Agreement) to, keep the Confidential Information in confidence, safeguarding it as private, and will not, without the prior written consent of the Discloser or except as expressly provided in this Agreement, disclose or use, in any manner whatsoever, in whole or in part, either directly or indirectly, the Confidential Information for any purpose other than the Permitted Purpose. The Recipient further agrees that (i) each such person to whom it discloses the Confidential Information shall comply with the obligations set out in this Agreement as if they were the Recipient, and (ii) in case of disclosure to Third Parties, any such Third Party to whom disclosure is made shall enter into a confidentiality agreement with the Recipient on terms equivalent to those contained in this Agreement.

3 **DISCLOSURE OF CONFIDENTIAL INFORMATION**

The Recipient shall be entitled to disclose the Confidential Information without the consent of the Discloser to the following persons:

Authorised Persons, in such a case the Recipient shall be liable for an unauthorised disclosure, receipt, handling, use, keeping or adjustment of the Confidential Information that may take place as a result of the acts of such persons; and

persons, in order to satisfy an order/ decree/ directive/ governmental action/ request of a court of competent jurisdiction/ tribunal (judicial and quasi-judicial bodies)/ regulatory or government authorities (and departments), pursuant to applicable law (including introduction of new law

² Note to Draft: *The definition of Permitted Purpose to be modified on a transaction basis.*

and change in interpretation of any existing law), rules and regulations, judicial orders/ decrees/ governmental action/ request; or as required to be disclosed pursuant to applicable law, rules and regulations, from time to time. *Provided that* only the required part of Confidential Information should be disclosed and the Recipient shall use reasonable efforts to seek assurance from such persons that confidential treatment will be accorded to such Confidential Information. In such a case, the Recipient shall provide the Discloser with immediate notice before such Confidential Information is disclosed to the extent permitted by applicable law, or in any case promptly notify the Discloser of the existence, terms and circumstances of such requirement, so that the Discloser may seek to obtain a protective order or other appropriate relief. The Recipient will cooperate fully with the Discloser in seeking such protective order or relief.

In any other case except those described in clause 3.1 of this Agreement, the Recipient may disclose the Confidential Information to the Third Parties only with the Discloser's prior written consent and to the extent specified in the consent and required for the Permitted Purpose. In such a case the Recipient shall be liable for an unauthorised disclosure, receipt, handling, use, keeping or adjustment of the Confidential Information that may take place as a result of the acts of such persons.

4 PROTECTION OF CONFIDENTIAL INFORMATION

The Recipient shall protect the Confidential Information in such a way as to prevent any unauthorised disclosure, receipt, handling, use, keeping or adjustment thereof by the Third Parties and Authorised Persons, as well as to comply with the obligations undertaken under this Agreement, professional standards, business practice and applicable law.

The Recipient shall use the same degree of care when dealing with the Confidential Information as the Recipient uses to protect its own confidential information.

Before the Recipient discloses the Confidential Information to the Authorised Persons or Third Parties, the Recipient shall notify them of the Recipient's undertakings under this Agreement and instruct/ inform such persons to keep such information confidential. Further, the Recipient will be responsible for compliance of the terms of this Agreement by such Authorised Persons/ Third Parties.

The Confidential Information shall not be transmitted with the use of unsecured telephone, telegraph or facsimile lines, as well as through the internet without taking protective measures satisfactory to the Discloser.

The Recipient shall promptly notify the Discloser of any unauthorized disclosure or threat of unauthorized disclosure of the Confidential Information that took place or may take place as a result of the acts of the Recipient/ Authorised Persons/ Third Parties or that the Recipient became aware of. The Recipient shall also take all reasonable steps, at its own expense, required to prevent or stop the suspected/ threatened or actual breach of this Agreement.

5 PROPRIETARY RIGHTS

The Discloser shall remain the holder of the Confidential Information and the owner of the Data Storage Devices transferred to the Recipient (*if any*). This Agreement, the disclosure of the Confidential Information in connection with this Agreement, the transfer of the Data Storage Devices and/or the grant of an access to the databases of the Discloser shall not constitute a transfer of any rights or interests of any kind, whatsoever, in or to, the Confidential Information to the Recipient.

6 RETURN OR DESTRUCTION

At any time during the term of this Agreement, the Discloser may request the Recipient to:

return the Data Storage Devices, including, but not limited to, the documents containing the Confidential Information and provided to or generated by the Recipient, Authorised Persons and/or Third Parties, without retaining any copies thereof; and/or

delete and destroy the Confidential Information that have been supplied to or generated by the Recipient, Authorised Persons and/or Third Parties. If the Confidential Information is stored in electronic form, the Recipient shall permanently erase all such Confidential Information,

promptly, and the Recipient shall provide the Discloser with a written certification that all the requested actions have been duly carried out or have been caused to be carried out by the Recipient.

1 REPRESENTATIONS AND WARRANTIES

7.1 The Recipient acknowledges and agrees that the Confidential Information may not be accurate or complete and the Discloser makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness.

7.2 The Recipient represents and warrants that there is no conflict of interest for the Recipient arising out of the fact that the Recipient will carry out activities for the Permitted Purpose, including, but not limited to, analysis of information to be received from the Discloser that is related to the Permitted Purpose.

7.3 The Recipient acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Recipient undertakes not to use any Confidential Information for any unlawful purpose.

1 LIABILITY AND INDEMNIFICATION

If the Confidential Information is disclosed or used in breach of this Agreement as a result of the acts of the Recipient or the Authorised Persons or the Third Parties, the Recipient shall be liable for and indemnify the Discloser for all losses, damages, expenses, demands, actions, proceedings, claims and all other liabilities arising out of or related to such breach of the Agreement, in tort, contract or otherwise, in accordance with applicable law.

8.2 Notwithstanding the provisions of clause 8.1 and any other rights or remedies that the Discloser may have under this Agreement or otherwise, the Recipient hereto acknowledges and agrees that damages may not be an adequate remedy for any breach of this Agreement and that the Discloser also will be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement. All remedies provided in this Agreement are cumulative.

1 TERM OF THE AGREEMENT

If the Recipient decides not to continue to be involved in the Permitted Purpose with the Discloser, it shall notify the Discloser immediately.

This Agreement shall come into effect from the date of its execution by both the Parties and remain in force for a period of 2 (two) years from - (i) the date of execution of this Agreement; or (ii) the date of termination of the Recipient's engagement for the Permitted Purpose, whichever is later.

The Recipient hereby agrees and acknowledges that with respect to the Confidential Information disclosed or provided by the Discloser to the Recipient before the execution of this Agreement (*if any*), the terms of this Agreement shall apply retroactively.

The termination of this Agreement shall not affect any accrued rights or remedies to which either Party is entitled.

2 MISCELLANEOUS

The Recipient shall not assign its rights and/or transfer its obligations under this Agreement without the Discloser's prior written consent.

Nothing in this Agreement shall constitute a commitment or obligation by the Discloser to provide financing for the Proposed Transaction or any other investment commitment to the Recipient.

This Agreement shall be governed by [English law].

The Parties shall make all necessary efforts to resolve any disputes arising out of this Agreement by negotiations. If the Parties fail to resolve such disputes by negotiations within three (3) weeks after the written complaint is provided to a Party by the other Party, all such disputes shall be finally resolved by arbitration as provided in clause 10.5 herein below.

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKCIAC**") in accordance with the Arbitration Rules of the HKIAC ("**HKCIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Hong Kong, People's Republic of China. The tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be English. Notwithstanding any provisions of the HKIAC Rules, the arbitral tribunal shall not be authorized to take or provide, and the Recipient shall not be authorized to seek from any judicial authority, any interim measures of protection or pre-award relief against the Discloser. The Parties acknowledge and agree that no provision of this Agreement or of the HKIAC Rules, nor the submission to arbitration by the Discloser, in any way constitutes or implies a waiver, termination or modification by the Discloser of any privilege, immunity or exemption of the Discloser granted in the Articles of Agreement, international conventions, or applicable law.

If any term or provision of this Agreement is held for any reason to be invalid or unenforceable, in whole or in part, such term or provision or part to that extent be deemed not to form part of this Agreement and the legality, validity or enforceability of the remainder of the Agreement will not be affected or impaired.

It is understood and agreed that no failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

No modification or waiver of the terms and conditions of this Agreement shall be binding on either Party unless agreed in writing.

This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts when taken together shall constitute one and the same instrument.

Any notice or other communication to be given in connection with this Agreement must be in writing and delivered in person, by courier service or e-mail to the addresses set forth herein below. Any notice or other communication so given will be deemed to have been received on the date of actual receipt by the recipient.

If to the Discloser:

[●]

If to the Recipient:

[●]

New Development Bank

By: _____

Name:

Title:

[•]

By: _____

Name:

Title:

ANNEXURE – I

AUTHORISED PERSONS

[To be inserted on transaction basis]