Invitation for Application – Non-Consulting Services

1. The Asian Development Bank (ADB), a multilateral development finance institution headquartered in Manila, Philippines (Client) hereby invites domestic Credit Rating Agencies (CRAs) to submit to ADB a profile of its operations, details on the panel of the lead analysts and analysts that will work on the ratings, and evidence that the firm meets the minimum qualification requirements for the performance of the services described in the Scope of Services attached as Appendix A. If you, however, have been associated with the preparation of this Scope of Services that is the subject of this request, you shall be disqualified.

To assist you in the preparation of your application we enclose, in addition to the Scope of Services, the Form of Application, and the form of Contract.

2. To be qualified, you must have experience as a Service Provider of the services covered by this Invitation for Application. As evidence, you must attach a document of your qualifications as Service Provider as required in Section 3 and 4 of the Scope of Services attached as Appendix A.

3. Your application should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the Contract.

Preparation of Applications:

You shall submit one original of the Form of Application, and clearly marked “Original”. In addition, you shall also submit one copy marked as “COPY”.

Submission and Opening:

Your Form of Application with the required documents may be submitted electronically by facsimile or email to the following address:

Client’s Address: htdlo@adb.org – Project Analyst, Viet Nam Resident Mission
Copy to: dlambert@adb.org – Principal Private Sector Development Specialist, Viet Nam Resident Mission
Evaluation and Comparison:

ADB will determine if Applications are substantially responsive to this Invitation for Application. An application is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Invitation for Application.

Award of Contract:

ADB will notify the Service Providers whose Applications have been accepted within 30 days from the date of submission of quotation through the return of a copy of the Form of Application with Acceptance signed by ADB’s authorized representative.

The successful Service Providers shall sign the Contract governed by the annexed Contract Terms and Conditions. The contract signing is contingent on government’s no objection for the project.

4. Under ADB’s Anticorruption Policy (1998, as amended to date) Service Providers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award and may impose sanctions or other remedial actions on parties involved, if it determines that the Service Providers recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your application, you should not be in ADB’s sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.

5. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the client’s country, any international organization, and other donor agency.

6. If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):

(a) Name of Institution: __________________
(b) Period of debarment, ineligibility, or blacklisting (start and end date): ____________
(c) Reason for the debarment, ineligibility, or blacklisting: ________________________

7. You/your firm’s, joint venture partners’, associates’, parent company's affiliates’ or subsidiaries’, including any subcontractors’ or suppliers’, key officers and directors have not been charged or convicted of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

1 Any such disclosure shall be forwarded by the Client to ADB

Asian Development Bank
If so charged or convicted, please state details:

(a) Nature of the offense/violation: __________________
(b) Court/Area of jurisdiction: __________________
(c) Resolution (i.e., dismissed; settled; convicted/duration of penalty): __________________
(d) Other relevant details: __________________

8. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the client’s country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

9. Any misrepresentation that knowingly or recklessly misleads or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB’s Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).

10. An Applicant shall not have a conflict of interest. All applications found to have a conflict of interest shall be disqualified.

11. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit an application.

Any such disclosure shall be forwarded by the Client to ADB
FORM OF APPLICATION
(Non-consulting Services)

[(date)]

To: ________________________________
______________________________
______________________________

We offer to execute the package E: Development of Domestic Credit Rating Market in accordance with the Contract Terms and Conditions and the Scope of Services accompanying this Application.

We propose to complete the performance of the services described in the Contract within the Completion Period indicated in the priced Scope of Services.

This Application and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept any Application you receive.

We hereby confirm that this Application complies with the Validity of the Offer condition imposed by the Invitation for Application document. Attached to this Application, we have included: (a) a copy of our credit rating agency license from the Ministry of Finance; (b) evidence that we have a share purchase agreement, a call option agreement, or training contract with either Fitch Ratings, Moody's Investors Service, and S&P Global Ratings; (c) background information on our firm; and (d) the qualifications of the Relationship Manager and of the panel of Lead Analysts and Analysts.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this Invitation for Applications was identified; (c) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (d) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Service Provider: ________________________________
Authorized Signature: ________________________________
Name of Signatory: ________________________________
Title of Signatory: ________________________________
Address: ________________________________
Telephone Number: ________________________________
Fax Number, if any: ________________________________
Email address (optional): ________________________________
ACCEPTANCE

ADB accepts the Service Provider’s offer to provide the service.

Authorized Signature : ________________________________
Name of Signatory : ________________________________
Title of Signatory : ________________________________
Date : ________________________________

Asian Development Bank
CONTRACT

Name of Country:

Project Name:

Name of Contract: ____________________________

Contract Number __________________

This Contract is entered into on ______ [date] day of ______ [month], ______ [year], between the Asian Development Bank (hereinafter called “ADB”) on the one part, and ______ [name of Service Provider] ___________________________ (hereinafter called “the Service Provider”) on the other part.

ADB has requested for applications to rate and issue public credit ratings on domestic issuers to be performed by the Service Provider in accordance with the Contract, and the Service Provider has accepted the Contract Price of twenty-thousand US dollars ($20,000).

The Contract Price will be reviewed and changed at ADB’s sole discretion after the first ten cumulative completed assignments under the Contract whether the assignments are completed by this or another Service Provider. In such case, ADB will issue a Notice of Contract Price Change to all contracted Service Providers. The change in Contract Price will be effective immediately and affect any services that may have already commenced.

The Service Provider agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
   a) Form of Application, with Scope of Services; and
   b) Contract Terms and Conditions;
2. Taking into account payments to be made by ADB to the Service Provider as hereinafter mentioned, the Service Provider hereby enters into this Agreement with ADB to execute and complete the performance of services under the Contract.
3. ADB hereby agrees to pay, in consideration of the successful performance of the services, the Contract Price as indicated and accepted in the Form of Application, under payment terms stipulated in the Contract Terms and Conditions.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of England and Wales on the date indicated above.

Signature and seal of ADB:
For and on behalf of
____________________
Name of Authorized Representative

Signature and seal of the Service Provider:
For and on behalf of
____________________
Name of Authorized Representative

Asian Development Bank
TERMS AND CONDITIONS

1. General

This Contract, including these general terms and conditions, form of contract and any other documents attached hereto, constitute the entire agreement between the parties.

2. Definitions

"ADB" means Asian Development Bank.

The “Service Provider” means the rating agency who has been accepted by ADB, and includes the Service Provider's legal personnel representatives, successors and assignees.

"Services" means the services the Service Provider will perform as specified in the Terms of Reference in Appendix A.

"Contract" means those several documents listed in the Contract and constituting the minimum requirements for the execution of the Services by the Service Provider.

3. Acknowledgement and Acceptance of Contract

The Service Provider by signing the Contract and returning it to ADB, signifies acceptance of the Contract and of the terms and conditions governing the Contract.

4. Legal Status of ADB

ADB is a public international financing institution, established by an agreement known as "Agreement Establishing the Asian Development Bank" (hereinafter the "Charter") and has its Headquarters in Metro Manila Philippines. Under the Charter, ADB and its assets, property, income, operation and transactions are exempted from any obligation to pay, withhold or collect any tax or duty.

5. Independent Service Provider

Nothing contained in this Contract shall be construed as establishing or creating the relationship of master and servant, employer and employee or principal and agent between ADB and the Service Provider or his employees or agents or other persons engaged by the Service Provider to perform any of the services.

The Service Provider shall have no authority to commit ADB in any way whatsoever and shall make this clear as circumstances warrant.

6. Performance of the Services

The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the Issuer(s) and ADB such information related to the Services as the Issuer(s), or ADB, may from time to time reasonably request.

Asian Development Bank
The Service Provider shall at all times cooperate and coordinate with the Issuer(s) and ADB, with respect to the provision of the Services.

The Service Provider shall respect and abide by all applicable laws, regulations, administrative rules and guidance of the country of the country of the assignment and the country of their permanent residence/citizenship.

7. Fees and Payments

7.1. Except as otherwise agreed between ADB and the Service Provider, no fees shall be paid in respect of work performed other than during the Term of Engagement as specified in the Contract.

7.2. The fees specified in the Contract shall be deemed to include provision for all leave, insurance, social welfare charges or contributions to which the Service Provider may be or may become liable to pay (by law or by agreement) during the Term of Engagement.

7.3. The Service Provider has full and sole responsibility for complying with any applicable law, regulation, administrative rule or guidance in this respect and shall indemnify the Bank against any claim against the Bank for non-compliance therewith, whether made before or after the termination or expiry of the Contract.

7.4 Except as may be otherwise specified in the Contract, the fees shall also be deemed to include all administrative expenses, and other overheads of the Service Provider.

7.5 ADB would cover up to $20,000 of an issuer’s first-time initial rating and will only make payment for published credit ratings. The Service Provider assumes the risk of commencing a credit rating, of that rating not being completed, and not being able to claim payment under this Contract. The Service Provider may enter into its own contract with the rated entity to supplement ADB’s payment and to mitigate the risk of ADB’s non-payment for the credit rating being unpublished, for the funds available under this Contract being exhausted, or for any other reason.

8. Contract variations, and Non-Waiver of Contract Terms and Conditions

The Contract as varied from time to time in accordance contains the entire agreement between the parties and supersedes all prior arrangements or agreements whether written or oral, express or implied. Any variation, waiver or relaxation whether partly or wholly of any of the terms or conditions of the Contract shall be valid only if in writing and signed by or on behalf of the TASU Director and shall apply only to a particular occasion and for the specific purpose. Any specific waiver or relaxation shall not constitute a waiver or relaxation of any succeeding breach of the same or other terms or conditions.

9. Subcontracting

The Service Provider shall not assign or subcontract the Contract or any part thereof except with the prior consent in writing of ADB and only to a person approved by ADB. The ADB may at its sole discretion refuse to consent.

Asian Development Bank
10. **Insurance.**

ADB’s Medical, Death and Disability insurance, Workers Compensation Insurance, or any other Bank insurances will not apply to the Service Provider or any permitted subcontractor used by the Service Provider.

All types of insurance are the responsibility of the Service Provider who should ensure the appropriate cover is in place before starting to perform the Services.

The Service Provider shall be responsible for appropriate insurance coverage and for assuring that any subcontractors it uses also maintain adequate insurance coverage. The Service Provider shall take out and maintain insurance against the risks and for the coverage set forth below:

i) in the event the Service Provider is using owned or leased vehicles in carrying out Services under this Contract in the country of assignment, adequate motor vehicle insurance cover in accordance with local standards;

ii) insurance or self-insurance against loss or damage to (a) the Service provider’s personal property used in the performance of Services and (b) any documents prepared by the Service provider in the performance of Services; and

iii) insurance against loss of or damage to the equipment purchased in whole or in part with funds provided under this Contract and against loss of or damage to Service Provider’s property, including papers and documents, necessary to the Services.

At ADB’s request, the Service Provider shall promptly provide evidence showing that insurance required under this Contract has been taken out, maintained and that the current premia have been paid.

11. **Language**

All communications and documents related to the Contract shall be in English.

12. **Confidentiality**

Except with prior consent of ADB, the Service Provider shall not at any time communicate to any person or entity any information disclosed to the Service Provider for the purposes of the Services or discovered in the course of the Services, nor shall the Service Provider make public any information known as a result of the Services.

13. **Corrupt, Fraudulent, Coercive and Collusive Practices**

13.1 For the purposes of this section, the terms above shall have the following meaning:
(a) "corrupt practice" is the offering, giving, receiving, or soliciting; directly or indirectly, anything of value to influence improperly the actions of another party.

(b) "fraudulent practice" is any act or omission, including a. misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

(c) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

(d) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

13.2 ADB, bidders, manufacturers, or distributors, and the Service Provider shall observe the highest standard of ethics during the institutional procurement exercises of ADB and implementation of the Contract.

13.3 ADB's Anticorruption Policy requires Service Providers under ADB financed contracts, as well as their staff to observe the highest ethical standards. Firms, entities and individuals bidding for or participating in ADB's procurement of Services and related goods, including but not limited to, Service Providers and concessionaires, and their respective officers, employees and agents should report to the Office of Anticorruption and Integrity (OAI) suspected acts of fraud or corruption that they come to know during the bidding process and throughout negotiation of execution of a contract.

13.4 Pursuant to its Anticorruption policy, ADB:

(a) will not award a contract to a firm that has directly or indirectly engaged in any corrupt, fraudulent, collusive or coercive practice in competing for the contract in question;

(b) may suspend the procurement process at any stage when there is sufficient evidence to support a finding that an, employee, agent or representative of the Service Providers and concessionaires has engaged in any corrupt, fraudulent, collusive or coercive practice in competing for, or in executing an ADB-financed contract;

(c) will sanction a Service Provider, concessionaire or its successor, if ADB at any time determines that such Service Provider, concessionaire or its successor has, directly or indirectly, engaged in any corrupt, fraudulent, collusive or coercive practice in competing for, or in executing, any contract for the institutional procurement of services. Sanctions include, but are not limited to, declaring such Service Provider, concessionaire or its successor ineligible to participate in ADB-financed activities indefinitely or for a stated period of time except under such conditions as ADB deems appropriate; or reimbursement to ADS of costs associated with investigations and proceedings

(d) will take appropriate actions to manage conflicts of interest including, but not limited to, rejecting a proposal for award if it determines that a conflict of interest has flawed the integrity of any procurement process.
13.5 The Service Provider agrees to be bound by ADB's Anticorruption Policy as outlined above.

13.6 The Service Provider shall permit ADB to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by ADB, if required by ADB.

14. Accounts and Records

The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the special event costs have been duly incurred. Notwithstanding anything to the contrary stated herein, the Service Provider shall maintain accounts and records, including original receipts, invoices and other supporting documents evidencing payments made by the Service Provider under this Contract, for the period of the Services and for a period no less than 5 years after the expiration or termination of this Contract.

The Service Provider shall permit duly authorized representatives of ADB, including auditors selected by ADB, to inspect and make an audit of all such documents, accounts and records in connection with payments made in accordance with this Contract, and make copies of such documents, accounts and records if so requested by ADB up to 5 years from the expiration or termination of this Contract. The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Service Provider in relation to the Contract. The Service Provider shall cooperate with and assist ADB and its authorized representatives in making such audit. In the event the audit discloses that the Service Provider has overcharged ADB, the Service Provider shall immediately reimburse ADB an amount equivalent to the amount overpaid, together with interest on such amount calculated at the then current interest rate for lending by ADB from its ordinary capital resources, payable from the date of such overpayment until the date of reimbursement. If overpayment is a result of the Service Provider having been engaged in what ADB determines to constitute corrupt, fraudulent, collusive or coercive practices, as defined in ADB's Guidelines on the Use of Service Providers by Asian Development Bank and its Borrowers (Guidelines), ADB shall, unless ADB decides otherwise, terminate the contract. Such action shall be in addition to any action ADB may take in accordance with the Guidelines to declare the Service Provider ineligible for award of further ADS-financed contracts.

15. Suspension and Termination Procedures

15.1. The engagement of the Service Provider personnel is conditional upon the Service Provider being in good health and not subject to any physical or mental disability which may interfere with the performance of the Services. To this end, the Service Provider shall furnish ADB with all such medical or other evidence as ADB may reasonably require, if so requested by ADB.

15.2. If, at any time, a duly qualified medical practitioner recognized by the Bank certifies that, the Service Provider personnel is incapable of performing the Services (or any part of them) by reason of infirmity of mind or body (not caused by the Service Provider's

Asian Development Bank
personnel own personal misconduct), the Service Provider personnel, where applicable, shall be entitled to repatriation to the Service Provider personnel usual place of residence.

15.3. ADB may suspend performance of the whole or part of the Contract, or the disbursement of funds under the Contract, for a period of time as specified below, or as ADB deems necessary if no period of time specified:

(a) ADB determines that a condition has arisen which, in the reasonable opinion of ADB, interferes, or threatens to interfere, with the effective carrying out of the assignment or accomplishing the Services for a specified period of time not to exceed thirty (30) working days;

(b) Following quarantine regulations for the period of quarantine-related restrictions, or

(c) ADB becomes aware that the Service Provider may have breached the Standards of Conduct and ADB decides, in its sole discretion, to conduct an enquiry into such potential breach of the Standards of Conduct.

15.4. ADB may, at any time, by summary notice in writing terminate the Contract if the Service Provider commits any material breach of the obligations hereunder or shall have been engaged in conduct likely to bring ADB into disrepute. (Refer to Appendix D. Standards of Conduct).

15.5. If the Service Provider becomes insolvent, bankrupt or gives ADB reasonable evidence of its inability to complete the Services as specified, or fails to correct any non-conformity in the Services or performs in bad faith by wilfully not observing the terms and conditions of this Contract, ADB may terminate this Contract in whole or in part.

15.6. ADB, at any time, and at its sole discretion, may review the Service Provider's references, background checks, criminal record, employment and education records in respect of any previous employment or contracting history. The Bank may, at its discretion, by summary notice in writing terminate the Contract if any material discrepancies or issues have been discovered.

15.7. Termination for Convenience. - ADB may at any time, at its option, terminate this Contract, in whole or in part, by giving 14 days written notice thereof to the Service Provider on the address stated in the contract. In the event of such termination, ADB will make no further payments for any credit ratings that have not been published, even if work on credit ratings has already commenced.

15.8. Termination to comply with Government Regulations – the Service Provider may terminate the contract to comply with new Government regulations.

15.9. Termination due to Force-Majeure. Each party may terminate this Contract, if circumstances defined in clause 16 make continuation of the services impractical or impossible.

15.10. In no event shall payments pursuant to this Clause exceed the Maximum Contract Amount.
16. **Force Majeure**

The term "force majeure" shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, whether or not war be declared, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades and other civil disturbances, epidemics, nuclear contamination, landslides, earthquakes, typhoons, volcanic eruption floods, washouts and other natural calamities and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.

(a) either party is temporarily unable as a result of an event of Force Majeure to meet any obligations under the Contract, such party shall give to the other party written notice of the event within fourteen (14) days after its occurrence.

(b) The parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

(c) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause 16 or delays arising from such event.

(d) Any period of time required by a party to perform an obligation, or complete any action or task pursuant to this Contract, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

(e) During any period of the Service Provider’s inability to perform the Services in whole or in part, as a result of an event of Force Majeure, ADB in its sole discretion, may determine whether or not the Service Provider shall be entitled to continue to be paid under the terms of this Contract and reimbursed for additional costs reasonably and necessarily incurred by them during such period and in reactivating the Services after the end of such period.

17. **Governing Law and Settlement of Disputes**

Governing law is the law of England and Wales.

In the event of Any dispute or difference arising out of this Contract or in connection therewith which cannot be amicably settled between the parties shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Manila, Philippines. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy. Each party shall bear its own costs.

18. **Exclusion of Third-Party Rights**

A person who is not a party to this Contract has no rights under the Contracts (Rights of Third Party) Act 1999 or otherwise to enforce any term of this Contract in his, her or its favor except that legally recognized successors or permitted assignees shall be deemed to be a party to this Contract.
19. **ADB’s Liability**

Notwithstanding any other provision of this Contract, the Bank shall not be liable to the Service Provider under or in connection with this Contract for any loss of damage (including consequential or indirect loss or damage, such as loss of property, profit or business revenue) whether or not caused by the negligent act or omission of the Bank.

20. **Time is of essence**

Time is of the essence under this Contract.
Appendix A
SCOPE OF SERVICES

1. **Objective and Purpose of the Assignment:**

   For a credit rating agency (CRA) to invest in systems, personnel, marketing, and other expenses, they need to have confidence that there will be demand for the ratings. Mandatory rating requirements typically drive this demand. However, although Viet Nam’s Securities Law 2019 provides for mandatory ratings, it may trigger few mandatory ratings because many issuers use the private market, which is exempt from the rating requirement.

   In the absence of a regulatory catalyst, a targeted subsidy can give CRAs the confidence that the market will develop. This proposed activity would cover up to $20,000 of an issuer’s first-time initial rating, facilitating a minimum of 25 issuers to be rated. Once receiving an initial rating, issuers are unlikely to withdraw their ratings because of the negative market signal, supporting the sustainability of this intervention.

2. **Scope of Work:**

   ADB will empanel qualified credit rating agencies ("Service Providers") to provide first-time credit ratings to Vietnamese issuers. ADB will pay the Service Providers only if and when it issues any eligible ratings.

   The total available budget for assignment: $500,000 (five hundred-thousand US dollars). This Payment for the first 10 ratings will be $20,000. After the 10th rating, ADB will review the initiative’s progress and intends to reduce the rate to $15,000 for the 11th through 20th ratings with further revisions possible for any final ratings.

   Ratees with any previous domestic public credit ratings are ineligible. The rating must be announced through a press release and made available to the public. The ratee’s debt instruments can be public or private. Although the rating should be announced and distributed via the Service Provider’s website and news media, the Service Provider may limit full access to the rating report to its subscribers.

   The payment for each issuer is not intended to cover the full cost of the credit rating, and the Service Provider should enter a separate contract between itself and a ratee.

   The Service Provider should notify ADB via email when it enters a new contract with a ratee that it intends to claim under the Contract. The Service Provider should indicate who is the Lead Analyst and Analyst for the assignment.

   At a Service Provider’s request, ADB may disclose to a Service Provider the number of credit ratings that other service providers, engaged under parallel contracts, are preparing.

   ADB will make payment only against finalized published credit ratings. If the Service Provider begins work on a rating and (i) is unable to complete the published credit rating, (ii) does not complete it before the ratee issues a rating via another domestic CRA, (iii) does not complete the rating before funding under the assignment is exhausted, or (iv) does not publish the credit rating for any other reason, ADB will not be liable for any partial or full payments. The Rating Agency may consider managing this nonpayment risk through its contract with the ratee.
ADB is exempt from all taxes including VAT.

3. **Minimum Qualification Requirements**

The CRA to be eligible for the framework agreement must be:

i. Licensed by Viet Nam’s Ministry of Finance; and

ii. Able to demonstrate that it has access to global expertise in credit ratings through either a signed equity arrangement (i.e., shareholders agreement, call option) or an existing or historical training relationship with a global credit rating agency.\(^3\)

4. **Team Composition**

The Service Provider will identify a Relationship Manager. Additionally, the Service Provider will indicate a panel of Lead Analysts and Analysts that will perform the individual rating assignments. ADB will notify of any requested changes to the panel of Lead Analysts and Analysts. The Service Provider will indicate to ADB which Lead Analyst and Analyst is assigned to a particular transaction.

The positions and their required qualifications are:

*Relationship Manager.* The Relationship Manager will be responsible for managing the contract with ADB. Depending on the rating, the Relationship Manager should identify which Lead Analyst and Analyst will be assigned to a given rating. To avoid conflicts of interest, the Lead Analyst and Analyst should not be involved in contract discussions with ADB or any of the ratees.

*Relationship Manager qualifications.* Should have a master’s degree in finance, business, or related field. Fluency in English is required. The Relationship Manager must have at least 10 years of professional experience and at least 5 years of senior management experience.

*Lead Analyst responsibilities:* Lead credit ratings process; Analyze company’s financial performance; assign ratings and prepare reports that cogently capture the rationale behind the rating; make credit rating recommendations to the rating committee; ensure adherence to timelines; maintain a high quality of analytics and rating committee presentation; client and stakeholder management; discuss with the key management personnel of the corporates being rated to understand their strategy and business model; communicate the final Rating to the client.

*The Lead Analyst qualifications:* Should have a master’s degree in finance, business, or related field. Fluency in Vietnamese is required. A CFA Charter is advantageous. The Lead Analyst must have at least 10 years of professional experience and at least 5 years of credit rating experience ideally at a credit rating of bank.

*Analysts’ responsibilities:* explain the analytical process and information requirements to the client; interact with the client for information, data, and documents needed for rating; meet and interact with the management team and/or promoters of the client; prepare the rating note containing

---

\(^3\) For the purposes of this contract, the global credit rating agency are Fitch Ratings, Moody’s Investors Service, and S&P Global Ratings (S&P).
rating recommendation in a time bound manner; present the rating note to the rating committee; inform the rating and any rating changes to the client orally; provide clarification to clients on the rating; process requests for appeal or withdrawal; conduct surveillance and review where necessary.

*Analyst qualifications:* Bachelor’s degree required. Advanced degree, CFA charter holder or CPA is a plus minimum two years of experience in an analytical position; strong financial statement analysis skills required; strong interpersonal and communication skills in English and Vietnamese; and a demonstrated ability to give effective verbal presentations to senior level management.
Notice of Contract Price Change

ADB hereby notifies the Service Provider that effective immediately the Contract Price has been adjusted to [amount in words] ([amount in figures]). This change in Contract Price is immediate and affects all future deliverables even if work on these deliverables has already commenced. This new Contract Price will be valid for the next [number] published credit ratings, cumulative of any credit ratings provided by you/your firm or another contracted Service Provider.

Authorized Signature : ________________________________
Name of Signatory  : ________________________________
Title of Signatory : ________________________________
Date               : ________________________________