



## **Request for Quotation (RFQ) - Dental Treatment Service**

**Request for Quote Release Date:** 29<sup>th</sup> April, 2024  
**Deadline for Receipt of Questions:** 10<sup>th</sup> May, 2024  
**RFQ Closing Date & Time:** 10<sup>th</sup> May, 2024, 11:00 am

**SUBJECT:** Request for Quotation No.: **RFQ-KH1617 Dental Treatment Services Level 1**

Dear Prospective Bidder:

CRS is currently inviting quotations from Dental Healthcare Service Providers who are both eligible and qualified to perform Level 1 Dental Treatment, as outlined in greater detail in Section B (Scope of Work) of this Request for Quotation (RFQ).

This RFQ consists of the following:

1. Section A – Quotation Submission Instructions
2. Section B – Scope of Work;
3. Section C – Cost Proposal;
4. Section D – Evaluation Criteria;
5. Section E – Contract Clauses; and

Quotes shall only be submitted to Catholic Relief Services (CRS) via: Email: [kh.procurement@crs.org](mailto:kh.procurement@crs.org). The submissions must be received by the stated closing date and time indicated above. Quotes received after the deadline will not be considered. Incomplete information submitted in response to this request for quotation will result in disqualification from competition.

Quotes shall only be submitted to Catholic Relief Services (CRS) through the following email address: [kh.procurement@crs.org](mailto:kh.procurement@crs.org). It is crucial that the submissions are received by the specified deadline mentioned above. Quotations received after the designated cutoff time will not be taken into consideration. Kindly ensure that all the required information is provided in your response to this request for quotation, as incomplete submissions may lead to disqualification from the competition

Issuance of this RFQ does not constitute and award commitment on the part of the CRS nor does it commit the CRS to pay for costs incurred in the preparation and submission of a quotation.

### **SECTION A - QUOTATION SUBMISSION INSTRUCTIONS**

**1. Submission of offers.** To submit offers, please ensure the following information is included in your signed and dated submission, delivered to the specified office before the exact time indicated in this solicitation:

- a. The solicitation number;
- b. Deadline for offer submission as stated in the solicitation Bidder's name, address, email, and telephone number Express warranty terms, if

applicable Price and any applicable discount terms" Remit to" address, if different from the mailing address

- c. Completed copies of certifications and registration with the Dental Council of Cambodia;

Acknowledgment of solicitation amendments Past performance information, if required, including recent and relevant contracts for similar items, along with contract numbers, points of contact (including telephone numbers), and other relevant details.

**2. Period for acceptance of offers.** The Bidder agrees to hold the prices in its offer **firm for 90 calendar days** from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

**3. Product samples. [IF APPLICABLE]** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to CRS, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

**4. Multiple offers.** Bidders may submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

**5. Late submissions, modifications, revisions, and withdrawals of offers.**

- a. Any offer, modification, revision, or withdrawal of an offer received at the CRS office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered.
- b. Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. An offer may be withdrawn in person by a Bidder its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

**6. Contract award.** CRS intends to evaluate offers and award a contract to Bidder who provides the lowest priced technically acceptable offer. Therefore, the Bidder's initial offer should contain the Bidder's best terms from a price and technical standpoint. However, CRS reserves the right to conduct discussions later if necessary. CRS may reject any or all or accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

**7. Multiple awards.** CRS may accept any item or group of items of an offer, unless the Bidder qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. CRS reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Bidder specifies otherwise in the offer.

**8. Validity of Quotations:** The quotation validity required is 90 days.

**9. Sealing and marking of Quotations:** to Catholic Relief Services (CRS) via: Email: [kh.procurement@crs.org](mailto:kh.procurement@crs.org).

**10. Submission of Quotations:** Quotations must be submitted to the address below, no later than the date and time of the deadline below.

**Catholic Relief Services (CRS) Cambodia**

**Closing Date & Time: 10<sup>th</sup> May, 2024**

**11. Eligibility Criteria:**

Bidders are required to meet the following criteria to be eligible to participate in this procurement:

- a. Registered and licensed with the Dental Council of Cambodia
- b. Have the legal capacity to enter into a contract.
- c. Not be insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances.
- d. Not be suspended or debarred from public procurement by the United States Government, the United Nations, the World Bank, or DFID.

Bidders are required to submit the following documents as proof of eligibility:

- a. Valid trading license or equivalent;
- b. Valid certificate of registration or equivalent;

**The Bidder must verify that it does not appear on:**

- a. The website of the System for Award Management (SAM) formally known as the Excluded Party List System (EPLS): <https://www.sam.gov>;
- b. The website of the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”):  
[http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml),
- c. The Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List  
<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>

The Bidder, to the best of its current knowledge, did not provide within the previous 10 years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.

The undersigned declares that he or she is authorized to sign on behalf of the company named above and to bind the company to all conditions and provisions stated in the original RFQ document from CRS.

This quote is valid for 90 days.  
(VENDOR)

_____	_____	_____
_____		
Printed Name	Title	Signature
Date		

**12. CRS' Right:** CRS reserves the right to reject any quotation or all the quotations and at its discretion cancel this RFQ. Additionally, CRS may accept any item or group of items of a bid. CRS reserves the right to make an award on any item for a quantity less than the quantity stated, at the unit prices quoted.

CRS may reject any quote that is determined to be nonresponsive. A responsive quote is one that complies with all terms and conditions of the RFQ. A quote must be complete, signed by an authorized signatory and delivered no later than the submission time and date indicated on the first page of this RFQ. CRS may reserve the right to waive any minor discrepancies in a quote.

This RFQ does not legally obligate CRS to award a contract. CRS reserves the right to fund/award any or none of the submitted quotes. No commitment is made, either expressed or implied, to compensate Bidders for costs incurred in the preparation and submission of their quotes.

## **SECTION B - SCOPE OF WORK**

The dental treatment is estimated to be completed in approximately 35 working days. Estimating for 5 days for dentist/dental staff to prepare the medical materials, logistic requirement including mobilizing the dental team. 20 days for conducting level 1 in Champa Leuk, Takeom, Muni Reangsy, and Bak Neom primary schools.5 days for reporting.

**See more detail in attached Scope of Work**

## **SECTION C- COST PROPOSAL**

All quotes provided should meet the required detail services listed in the Scope of Work, and include the following information for the criterion listed, which shall be used in evaluating the best bidder:

1. Number of personnel (i.e., Dentist, Dental Assistant, etc.) to carry out the Scope of Work at each location
2. Cost of Level 1 Dental Treatment
3. Any other necessary and direct expenditure at each location.

## **SECTION D - EVALUATION CRITERIA**

CRS intends to evaluate offers and award a contract to Bidder who provides the lowest priced technically acceptable offer. Therefore, the Bidder's initial offer should contain the Bidder's best terms from a technical standpoints and price.

1. The administrative evaluation
  - Bid submission before the RFQ Closing Date and Time
  - Bid is signed.
  - Bid is submitted according to the Bid Submission Instruction in Section A.
  - Bid is valid at least 90 days.

- Vendor submits a copy of business registration certificate(s)
  - Vendor submits a proof of tax payment.
  - Vendor accepts 100% payment upon delivery and approval of services by CRS.
2. The technical evaluation
    - Ref.: SOW
  3. The financial evaluation

## **SECTION E - CONTRACT TERMS AND CONDITIONS**

### **ACCEPTANCE**

- A. All goods and services are subjected to CRS' inspection upon receipt of the goods and services. Upon acceptance of the quality goods and services, CRS shall have the right to check and inspect that quality against agreed Scopes of Works.
- B. CRS reserves the right to accept or reject, in whole or in part, partial or excess deliveries of goods and services.
- C. Payment for the goods and services described in this agreement does not constitute acceptance of the goods and services.

### **PAYMENT TERMS**

- A. Terms of Payment/Schedule: The payment will be made to vendor within 15 working days after the delivery acceptant note by CRS and invoice from vendor.
- B. For the payment above, Vendor shall submit an invoice requesting payment prior to the scheduled date of payment. The Terms of Payment in above are contingent on Vendor providing the conforming goods and services that meet the Specifications (SoW) in this Agreement and delivering the goods and services timely in accordance with the Delivery Dates.
- C. Non-performance. In the event that Vendor delivers any goods or services at a time and/or place later than the time and/or place indicated in Section IV of this Agreement, CRS is entitled to receive liquidated damages in the amount of 3% of the total price of the services that were to be delivered for each complete fourteen (14) day period of delay. Liquidated damages will begin to accrue as of the first week the delivery of the services is delayed. The Parties expressly agree that these liquidated damages are for the purpose of compensating CRS for its damages due to any such delay. The supplier may request a formal letter for any delay to deliver the products with clearly justified reason(s) for acceptance by CRS and Technical Working Group to void the penalty of delay.
- D. Payment shall be made in accordance with Section (A and B) above upon CRS' receipt of a complete and accurate invoice. Payments in accordance with amounts and schedule provided herein is contingent on the Vendor providing conforming Goods and Services that meet the specifications and are delivered on time. In the event that any liquidated damages are assessed, liquidated damages will be deducted from the invoice received from Vendor. CRS will notify Vendor if the Invoice is incorrect or

inaccurate, and in such a case, provide a modified invoice to Vendor. CRS' provision of a corrected invoice does not waive or reduce any future claim for warranties, damages or cover costs that become known or arise after the invoice is processed.

CRS will deliver the payment via wire transfer to the bank account as below:

- Bank Name:
- Bank Account Name:
- Bank Account:

E. Taxes. The registered vendor shall be solely responsible for the payment of any and all taxes related to Vendor's performance under this Agreement and shall be solely responsible for remitting applicable taxes, excepted for the non-registered vendor or individual consultant, the tax provision of 15% will be withheld by CRS and declare to General Tax Department. Vendor shall indemnify and hold CRS harmless from all claims and liability resulting from vendor's failure to remit such taxes.

## **WARRANTIES**

- A. Vendor warrants that the Goods and Services provided under this Agreement shall conform to the agreed technical specifications (SoW) set forth in Annex 1. Without relieving Vendor of any of its obligations under this Agreement, Vendor shall assign in full and without cost to CRS, all warranties from Vendor's subcontractors that are applicable to the Goods and Services provided under this Agreement and deliver such assigned warranties with the Goods and Services.
- B. Vendor shall promptly repair or replace, in CRS' discretion and at Vendor's cost and expense, any Goods and Services in breach of any of the foregoing warranties.
- C. In the event that any Services is returned by CRS due to breach of warranty, Vendor shall at its sole expense, pay to have such Goods and Services shipped back to Vendor regardless of current location, or reimburse CRS for the costs of such return shipping (in the sole discretion of CRS); and repair or replace (in CRS' discretion such Goods within five (5) business days after receipt of notice of breach of warranty.

## **TERMINATION**

- A. CRS may terminate this Agreement, in whole or in part:
  - 1. Upon the withdrawal of funding for the project on the part of the Donor;
  - 2. Upon the failure or refusal of the Donor/ CRS to provide written approval of Vendor as the supplier.
  - 3. At its convenience and without fault of Vendor upon ten (10) days written notice;
  - 4. Immediately in the event that Vendor fails to cure a material breach within ten (10) days after receipt of notice of breach;
  - 5. Immediately in the event Vendor is subjected to any proceedings by or against it in bankruptcy or insolvency, or for appointment of a receiver or trustee, or for an assignment for the benefit of its creditors.

6. Upon safeguarding and protection in the events where any activity is conducted by supplier and breach terms and condition of this contract.
- B. CRS shall pay for all goods or services delivered, and/or completed and accepted by CRS at the time of termination.
- C. Upon receipt of notice of termination, Vendor shall cease performance of any delivery of Goods or Services under this Agreement.

## **FORCE MAJEURE**

- A. If performance by CRS or Vendor is prevented, restricted, interfered with or delayed by reason of Force Majeure, the Party claiming inability to perform, shall be excused from such performance to the extent of such prevention, restriction interference or delay, provided that the Party shall use its reasonable efforts to avoid or remove such causes of non-performance and shall continue performance whenever such causes are removed.
- B. Force Majeure means: acts of God; acts, regulations, orders, decrees or laws of any government or agency thereof that are not due to or caused by any action or inaction of the Party affected; war; civil commotion; labor disturbances; epidemic; or failure of suppliers, public utilities or common carriers which in any such case are beyond the reasonable control of the party claiming the benefit of Force Majeure.
- C. The Party affected by such Force Majeure condition shall promptly notify the other Party of the existence of such condition, its effect on the ability to perform, and its anticipated duration.
- D. In CRS' sole discretion, in the event that Vendor fails or is unable to make any delivery or deliveries of products sold hereunder when due because of a Force Majeure event, CRS may, upon five (5) days written notice, terminate this Agreement and all obligations hereunder, except the obligation to pay for all goods or services delivered, and/or completed and accepted by CRS at the time of termination.

## **INSURANCE**

1. Vendor agrees to procure and maintain adequate liability insurance to cover all performance under this Agreement, at its own expense, protecting both Vendor and CRS as to any claims for bodily injury, including death, and claims for damages to property which may arise both out of and during Vendor's performance under this Agreement.
2. Vendor is further responsible to provide its workers insurance for injury compensation, payroll taxes and unemployment insurance on behalf and for the employees engaging in the performance of this Agreement of not less than the minimum statutory requirements in the country (ies) where performance under this Agreement is conducted.
3. CRS assumes no liability for any third-party claims for damages arising out of the acts of Vendor or any subcontractor(s), agent(s), servant(s) or employee(s) of Vendor.

## **MISCELLANEOUS PROVISIONS**

- A. Assignment. Vendor shall not assign or transfer its rights, any duties or delegate or sublet its performance or any duties hereunder, in whole or in part, without the prior written consent of CRS. Any attempted assignment without CRS' prior written consent shall be void and constitute a material breach of this Agreement.
- B. Successor and Assigns. This Agreement shall inure to the benefit of, and be binding upon the Parties, their respective successors and permitted assigns.
- C. Use of CRS Name and Logo. Unless authorized by CRS in writing, the name and/or logo of CRS, or any of its subsidiaries or affiliates will not be used in Vendor's advertising, other communications, printings or anywhere else.
- D. Waiver and Severability. The failure by either Party to invoke or enforce any provision of this Agreement shall in no way be considered a waiver of such provision or in any way affect the validity of the Agreement. CRS shall not be deemed to have waived any of the terms or conditions of this Agreement by failing to object to a provision in or attached to any invoice or other document submitted by Vendor. Any provision hereunder that is prohibited or unenforceable in a jurisdiction shall, as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof; and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- E. Independent Contractor Status. At all times in the performance under this Agreement, Vendor shall operate as an independent contractor and not as an agent of CRS. Neither Vendor nor any subcontractor of Vendor shall be deemed to be agents, representatives or employees of CRS for any purpose whatsoever.
- F. Confidentiality. The Parties understand and agree that during the Term of this Agreement and thereafter, each may receive or become aware of the other Party's confidential or otherwise sensitive information, which may include, without limitation, information such as analyses, projects, reports, technical/financial/budgetary information, proprietary concepts, internal processes, methodologies and intellectual property. The Parties agree, for the Term of this Agreement and thereafter, to keep such information confidential and further agree to not communicate, divulge, disclose or otherwise use, directly or indirectly, such information, except to the extent required for the performance of its duties hereunder or as required by law.
- G. Entire Agreement, Amendment, Inconsistency. This Agreement, including its exhibits and attachments, constitutes the entire agreement between CRS and Vendor. No amendment, waiver or modification of any provision of this Agreement shall in any event be effective unless in writing and duly signed by CRS and Vendor.

## **ANTI-TERRORISM**

Anti-Terrorism - U.S. Executive Orders and U.S. Law prohibit transactions with and provisions of resources and support to, individuals and organizations associated with terrorism. Vendor represents and warrants that it does not engage in or support directly or indirectly, acts of terror. It is the legal

responsibility of Vendor to ensure compliance with these orders and other applicable laws and to use reasonable efforts to ensure that it does not support or promote violence, terrorist activity or related training, or money laundering.

## **LAW, FORUM, LANGUAGE, AND DISPUTES**

- A. Dispute Resolution Process - The Parties shall seek amicably to settle all disputes arising out of or in connection with this Agreement by negotiation. If, within thirty (30) days after written notice by either Party of the existence of a dispute, the Parties do not resolve such dispute, then the dispute shall be referred to the Parties' senior management for further negotiation. All disputes unresolved sixty (60) days following submission to senior management shall be finally settled under the Rules of Arbitration of the Law of Cambodia.
- B. Law. This Agreement shall be governed by the local laws of Cambodia, without regard to any conflict of law provisions.
- C. Language. The Parties have agreed to execute this Agreement in the English Language. In the event of any dispute in connection with this Agreement, the English language version of the Agreement will control for all purposes.