Request for Quotation (RFQ)

**INSTRUCTIONS**

Maintenance Craft Labor

May 2024

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# INTRODUCTION

ExxonMobil PNG Ltd (Company) is conducting a Request for Quotation (RFQ) for the provision of maintenance craft labor as per the following instructions and attached Scope of Work.

Supplier is advised to read these instructions carefully and ensure that its responses comply fully.

# GENERAL INFORMATION

## Proposal Identification

Proposal for an agreement for coating of maintenance craft labor.

## Proposal Basis

The RFQ consists of the following documents:

|  |  |
| --- | --- |
| **Section 1 –**  **Section 2 –**  **Section 3 –**  **Section 4 –**  **Section 5 –** | **RFQ Cover Letter**  **Instructions to RFQ** (this document)  **Scope of Work**  **Commercial Proposal and Compensation Exhibit**  **Agreement Template & Exhibits** |

## Government Negotiations

Supplier must obtain prior written approval from Company to enter into any negotiation related specifically to the Work with any governmental authority or agency.

## Proposal Costs

Supplier is responsible for its own costs associated with the preparation of its Proposals for this RFQ. These costs may include, but not limited to, the costs of participation in Supplier orientation meetings, site visit, activities related to review of Supplier Proposal, and costs related to the development of any agreement and/or contract that may result from these activities.

## Binding Legal Relationship

This RFQ and any participation therein, including any statements whether oral or written between Company and Supplier or any negotiations between Company and Supplier, shall not create or be deemed to create any binding legal relationship or agreement or be construed to do so between Company and Supplier. Only when a written Order is issued and agreed to by the Supplier/Contractor, shall any legal relationship be created between Company and Supplier/ Contractor. The provisions of that Order shall govern the relationship between the parties.

## Business Ethics

In performing the Work, Supplier will be expected to give special attention to the matter of business ethics. It will be required to maintain appropriate business standards/procedures/controls with the objective of avoiding any adverse impact on the interest of the Supplier, ExxonMobil Corporation and any of its affiliates. As part of its submission of Proposals for the Work, the Supplier shall be prepared to review with the RFQ review team the business procedures and controls typical of those it would implement in the Work. Any such review will include procedures and controls that may be implemented during the placing and administration of orders and subcontracts for the Work.

All suppliers are entitled to receive equal opportunities to secure Company’s business. The offering or receiving of gifts, entertainment, payments, loans or other favors for the purpose of being obtaining a contract, or favorable treatment under a contract, is prohibited. It is Company's policy that in the event a supplier or contractor is found to have offered or given a gratuity to obtain a contract or favorable treatment, the company involved will be refused further considerations by Company. Company will also obtain those remedies available under law and the contract, including, but not limited to, termination.

## Illegal Information Brokering

Company is aware of a practice whereby consultants approach suppliers and offer them confidential information or illicit influence to obtain business through corruption of the competitive bidding process. This practice of "Illegal Information Brokering" or any other corruption of a supplier selection process is not permitted by Company. As a condition of its response to this Invitation, Supplier must refrain from any use of Illegal Information Brokering in connection with its Proposal*.* **If an Illegal Information Broker approaches Supplier concerning the Supplier's response to this RFQ, Supplier must immediately notify Company.**

## Laws and Regulations

Supplier must comply with applicable laws and regulations.

### Labour Practices

Supplier understands that it shall comply with all applicable laws prohibiting the utilization of forced or compulsory labour. Supplier understands that it shall provide its employees with working conditions, including payment of wages and benefits, which comply with all applicable laws. Supplier understands that it shall ensure its employees meet the legal employment age requirements in the country of employment. Adherence to these stated requirements is a condition of this RFQ.

## Confidentiality

Supplier shall hold in confidence and not disclose to others or use, except as required for the proper furnishing of materials, business or technical information (1) disclosed to Supplier by Company or by its Affiliates hereunder or (2) acquired or generated by Supplier in the course of furnishing materials. Supplier also shall make reasonable efforts to similarly obligate its Subcontractors and vendors with respect to such information disclosed to, acquired or generated by them. These obligations shall not apply to information which Supplier owns or acquires lawfully from others and which may be freely disclosed without breach of any obligation of confidence.

## Supplier Provided Information

Supplier’s Proposal will be handled in a restricted manner and distributed internally within the Company on a "need to know" basis. However, Supplier should not submit or otherwise disclose to Company any confidential or proprietary information covering specific private technology belonging to Supplier or any other party without the prior written consent of Company in the form of a confidentiality agreement.

All technical information in Supplier’s Proposal is to be submitted on a non‑confidential basis. Company reserve the right to utilize all technical information contained in Supplier's Proposal. Company will reject any Proposal containing confidential or proprietary technical information that is not specifically covered by a separate confidentiality agreement with Company.

By submitting a Proposal, Supplier agrees that they will place no restrictive notices on any document provided as part of this RFQ. Supplier further agrees that if they do place such notices on documents, Company is authorized to remove and/or disregard any such restrictive clauses and shall be free to use and disclose any or all information contained therein to their affiliates or third parties without accounting to the Supplier.

## Right to Accept

Company reserves the right to accept or reject an offer, including any offer made with exceptions to the RFQ Proposal Forms. Company reserves the sole right to accept or reject part or all of any Proposal received that it believes is unresponsive or in any way unsatisfactory, to award or not to award an agreement as a result of this solicitation of a Proposal including any subsequent conditioning, clarification, re-quotes or negotiation of such Proposals, or to withhold an award, without justification to Supplier.

## RFQ Documents

The information in the RFQ Documents will be the only basis for the RFQ and nothing will be deemed to change or supplement that information except for revisions to those Documents in subsequent Notice/s to RFQ, if any (issued by Company in writing, sequentially numbered) unless otherwise instructed by Company.

# SPECIAL INFORMATION / REQUIREMENTS

Company reserves the right to invite Supplier for the clarification sessions, information overview sessions and to attend Supplier premises subject to mutual agreement on time and place.

## Commercial Proposal

Company requests a commercial proposal to be valid 120 days after Proposal submission by the Supplier.

# PROPOSAL REVIEW AND VISITS

Company’s review of Supplier’s Proposal may include detailed discussions of Supplier's Proposal and interviews with the Supplier's potential nominees for key personnel.

# POST-AWARD REQUIREMENTS

If no satisfactory outcome is achieved as a result of this RFQ or if Supplier is subsequently notified that the agreement for this Work won’t be awarded to the Supplier the copies of the RFQ package which have been loaned to the Supplier for the preparation of its Proposal shall be returned promptly to Company or destroyed pursuant to Company’s instructions.