



TENDER DOCUMENT

Tender No& Date : OIL/GABON/ENQ-POCS & CTR/255/22 Dated 12.01.2022
For Hiring the Services of a Audit & Consultancy Firm at Libreville for Review
of Petroleum Operating Cost Statement including Withholding tax and
Compilation, Generation & Filing of Corporate Tax Return for the period
01.05.2022 to 30.04.2025.

Bid Closing on : 10.02.2022 AT 2 PM (GABON LOCAL TIME)
Bid Opening on : 10.02.2022 AT 3 PM (GABON LOCAL TIME)

Dear Sirs,

A Consortium of M/s. OIL INDIA LIMITED (OIL), M/s. INDIAN OIL CORPORATION LIMITED (IOCL) in the name "OIL INDIA LIMITED, GABON" where OIL is the operator, is operating in the onshore Shakthi-II block, Gabon, under administrative guidelines of Gabon's Direction Generale des Hydrocarbures [DGH].

Both OIL and IOCL are independent "Schedule A" premier National oil companies of India, under the Ministry of Petroleum and Natural Gas, Government of India. OIL is engaged in the business of Exploration, Production and Transportation of crude oil and natural gas and IOCL is engaged in the business of refining of crude oil, transportation of crude oil and marketing of petroleum product.

In connection with its operations in Republic of Gabon, OIL-GP intends to hire the Services for a period of three (3) years for Review of Petroleum Operating Cost Statement including Withholding tax and Compilation, Generation & Filing of Corporate Tax Return for the period 01.05.2022 to 30.04.2025.

1.0 BID PRICE:

- 1.1** Bidders are required to quote financial proposal/fee structure strictly as per the price format given in annexure I. Prices must be quoted in FCFA.
- 1.2** Bidder must include all liabilities including statutory liabilities in their quoted rates except TVA and CSS.
- 1.3** Inter-se-ranking for commercial evaluation of bid will be done on Grand Total value.
- 1.4** Price quoted by the successful bidder must remain firm during its performance of the Contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement.

2.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be received by the company in sealed envelope at the following address before the bid closing date and time as given above i.e. **10.02.2022 at 1400 Hours (Gabon Local Time)**

GENERAL MANAGER, GABON PROJECT,
OIL INDIA LIMITED,
LA SABLIERE, IMMEUBLE FIDJI (pres de la Cours Constitutionnelle)
LIBREVILLE, P.O.BOX 23134,GABON

3.0 **LATE BIDS:**

Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

4.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

Company (OIL) reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

5.0 **BID VALIDITY:**

Bids shall remain valid for Minimum 90 (Ninety) days from the date of bid opening prescribed by the Company.

6.0 **PRICE FORMAT:**

A price format has been attached herewith as a part of this tender vide ANNEXURE I. Please forward your quote as per the format.

7.0 **AWARD CRITERIA:**

The Company will award the Contract to the bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.

8.0 **DURATION OF CONTRACT:** The duration of the Contract shall be three (3) years from the date of commencement of the Contract i.e. 01.05.2022 to 30.04.2023.

9.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor should perform the work described under Scope of Works.

10 **TAXES:**

10.1 Being in Exploration phase, Company is exonerated from payment of Taxe sur la Valeur Ajoutee (TVA). The Company (OIL, Gabon Project) shall provide Exemption Certificate for TVA against each Invoice. TVA, if applicable should be shown separately.

10.2 "Contribution Sociale de Solidarité" (CSS) if applicable will be paid extra against invoice.

10.3 All other Taxes, including withholding tax, and Levies, as applicable as per the provisions of Laws of Gabon and any other enactment/rules on income derived/payments received under the contract will be on Contractor's Account.

11.0 FORCE MAJEURE:

- 11.1 In the event of either party being rendered unable by `Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such `Force Majeure' will stand suspended as provided herein. The word `Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 11.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, both the parties shall have no obligation. Either party will have the right to terminate the contract if such 'force majeure' condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply unless otherwise agreed to.
- 11.4 Time for performance of the relative obligation suspended by the Force Majeure shall be extended by the period for which such cause lasts.

12.0 TERMINATION:

This contract shall terminate:

- (a) Upon completion of the job required to be done by the Contractor according to the Terms of Reference / Technical Specifications with full satisfaction of Company.
OR
- (b) For Force Majeure reasons as per clause 11.0 and its sub-clauses above.
OR
- (c) Upon declaration of the Contractor that they are unable to continue further operation on technical reasons, acceptable to the Company.
OR
- (d) Under any circumstances considered to be not suitable by Company to continue the operations of the Contract.
OR
- (e) In the event of liquidation / bankruptcy / insolvency of the Contractor.

13.0 APPLICABLE LAW:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of Gabon for the time being in force and shall be subject to the exclusive jurisdiction of courts situated in Libreville.

14.0 **CONTRACT QUANTITY:**

Quantities shown in the Price Format (Annexure I) are estimated only, which may vary during the currency of the contract. The successful bidder will have to render their service accordingly. Payment shall be made on actual job carried out.

15.0 **PAYMENT TERM:**

Payment will be made on quarterly basis within 30 days from the date of submission of the invoice for the requisite services rendered during the quarter.

16.0 **SCOPE OF WORK:**

CONSULTANCY SERVICES FOR REVIEW OF PETROLEUM OPERATING COST STATEMENT INCLUDING CONTROL OF WITHHOLDING TAXES AND COMPILATION, GENERATION & FILING OF CORPORATE TAX RETURN.

16.1 **Review of Petroleum Operating Cost Statement (POCS) including Withholding Taxes:**

To be conducted quarterly in compliance with the Production Sharing Agreement (PSA) between the consortium and Republic of Gabon in the year 2014 and all other relevant laws, rules and regulations.

OIL will provide the following information

- i) Production Sharing agreement (PSA) between OIL-GP and Republic of Gabon
- ii) Accounting documents with regards to all expenses of OIL-GP.
- iii) Proof of payments.

After Review of POCS including the control of withholding taxes each quarter/quarters, report of your observations & suggestions are to be submitted within 20 days from the end of the quarter.

For Controls of withholding taxes OIL-GP will provide

- i) Invoices of the period.
- ii) General ledger.
- iii) Supplier's Ledger.

16.2 **Compilation, Generation and submission of Annual Corporate Tax Return including review of Income Tax Compliance.**

To review the accounts quarterly / half yearly/Annually basis and as on 31st December each year and to submit a report containing your observations / suggestions. To ensure that the Accounting Records are complied with all the Tax Laws, Rules and regulations and also to compile, generate and file the Corporate Tax Return within the cut off time period. Also to ensure that financial information is accurate and properly reported through the tax return.

OIL-GP will provide the following information

- i) Profit and loss account
- ii) Balance Sheet
- iii) Trial Balance
- iv) General ledger

17.0 **RESPONSIBILITY OF THE CONTRACTOR:**

- i) The Contractor (consulting firm) will complete and provide OIL the corporate tax return within a period of three (3) weeks from the end of each financial year.
- ii) The consulting firm will submit the returns to the local authority as per regulations in force.
- iii) OIL-GP will provide the required documents on time.
- iv) Competent person from OIL-GP will sign the return before being submitted.

OIL is looking forward for your active participation in the tender.

Yours faithfully,
OIL INDIA LIMITED

(Longsam Yanschang)
Head Drilling & Contract
For General Manager (Gabon Project)
OIL INDIA LIMITED,
LIBREVILLE, P.O.BOX 23134,GABON
Ph. 74515107

LIMITED TENDERS ARE FLOATED TO THE FOLLOWING PARTIES :

- (i) M/s E & Y, BP 2278, Libreville, Gabon
- (ii) M/s Deloitte Touche Tohmatsu, BP 4660 Libreville, Gabon
- (iii) M/s PWC, BP 2164 Libreville, Gabon
- (iv) M/s KPMG Afrique Centrale, BP 4568, Libreville, Gabon
- (v) M/s Delta Grant Thornton, BP 79, Libreville, Gabon

PRICE FORMAT

To
 General Manager
 GABON Project,
 OIL INDIA LIMITED,
 La Sablière, Immeuble FIDJI
 Libreville. B.P. 23134

Tender No& Date : OIL/GABON/ENQ-POCS & CTR/255/22 Dated 12.01.2022 or Hiring the Services of a Audit & Consultancy Firm at Libreville for Review of Petroleum Operating Cost Statement including Withholding tax and Compilation, Generation & Filing of Corporate Tax Return for the period 01.05.2022 to 30.04.2025.

Sirs,

With reference to the above tender, we would like to quote as under for your consideration.

SI No.	Item	Unit of Measure	Quantity	Unit Price (FCFA)	Extended Price (FCFA)
1	Review of Petroleum Operating Cost Statement (POCS) including Withholding Taxes. Detailed scope of works as described in Para 16.1 above	Quarter	12		
2	Compilation, Generation and submission of Annual Corporate Tax Return including review of Income Tax Compliance. Detailed scope of works as described in Para 16.2 above	Quarter	12		

Total FCFA: _____

CSS @ 1% : _____

TVA @ 18%: _____

I / We have understood all the terms and condition of the tender and complied with the requirement and are fully aware of the nature of the service required.

Yours faithfully,

(SEAL & SIGNATURE OF BIDDER)

Date:

ADDRESS :