



Gabon Project, La Sablière, Immeuble FIDJI, près de l'ancienne Cour Constitutionnelle
Tel : +(241)-01442992; E-mail: oilgabonproject@oilindia.in; BP:23134 Libreville, Gabon

TENDER DOCUMENT

Tender No & Date : OIL/GABON/ENO-SECURITY/ 249/2024; DATED 13.09.2024
FOR HIRING OF SECURITY SERVICES AT WELLSITE OF LOCATION LE AND
OFFICE PREMISES AT LA SABLIERE, LIBREVILLE

Bid Closing on : 01.10.2024 AT 2 PM (GABON LOCAL TIME)
Bid Opening on : 01.10.2024 AT 3 PM (GABON LOCAL TIME)

Dear Sirs,

A Consortium of M/s. OIL INDIA LIMITED (OIL) and M/s. INDIAN OIL CORPORATION LIMITED (IOCL)., where OIL is the operator, plan to drill three [2+1] exploratory wells in the on-land exploration Shakthi block, Gabon, under administrative guidelines of Gabon's Direction Generale des Hydrocarbures [DGH].

1.1 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.

1.2 In connection with its operations, OIL intends to hire Security Services at its wellsite Locations LE, Lassa Village, near Four Place as well as in its office premises in La Sabliere, Libreville with effect from 13.10.2024 as under.

DESCRIPTION & REQUIREMENT OF SERVICE	QUANTITY	UOM
SECURITY GUARD - WELL SITE- DAY SHIFT	2	Person/month
SECURITY- WELL SITE- NIGHT SHIFT	2	Person/month
SENDING SUPERVISOR TO THE SITE ATLEAST ONCE IN A WEEK INCLUDING COST OF VEHICLE,DRIVER, FUEL ETC	1	Per 2 Months
POLICE DEPUTATION ON EMERGENCY (OPTIONAL)	2	VISIT
SECURITY PERSONNEL AT OFFICE (MONDAY to SATURDAY) (07H30-18H30)	1	Person/month
FOOD FOR SECURITY PERSONNEL AT WELLSITE	1	month
Total for 12 months		

2.0 In case you are in a position to provide service as above, we would request you to please submit your quote indicating charges for supplying the security services in the prescribed format (vide para 5.0 below) considering the following terms and conditions:

2.1 The rate quoted should be all inclusive charges as mentioned above and no extra charge will be payable. Taxes and duties shall be borne by Contractor. Food and accommodation at wellsite for the security personnel will be arranged by OIL at its cost.

2.2 The scope of work for the services is defined in Section-II

2.3 All Payments, statutory benefits and compensations to the personnel deployed for service under the contract shall be sole responsibility of Contractor and Company shall have no liability in this regard.

2.4 Company and its employees shall have no liability whatsoever for loss of or damage to Contractor and/or its service personnel or that of any third party in the course of availing the service under the contract irrespective of how such loss or damage is caused. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

3.0 **Termination** : The contract arising out of this tender enquiry can be terminated by company with 30 days notice period.

4.0 **Payment:** Payment for services rendered in a month shall be paid after completed services in a month. Therefore, contractor shall submit invoices at OIL’s Libreville office on monthly basis for settlement within 30 days.

5.0 **PRICE FORMAT :** Bidder should submit their price under sealed envelope in the following priced format along with other details as required as per para 2.0 above :

DESCRIPTION & REQUIREMENT OF SERVICE	QUANTITY	UOM	DURATION MONTH	UNIT PRICE (FCFA)	TOTAL PRICE (FCFA)
SECURITY GUARD - WELL SITE- DAY SHIFT	2	Person/month	12		A1
SECURITY- WELL SITE- NIGHT SHIFT	2	Person/month	12		A2
COST OF SENDING SUPERVISOR TO THE SITE ATLEAST ONCE IN A WEEK INCLUDING COST OF VEHICLE,DRIVER, FUEL ETC	1	Per 2 Months	6		A3
IN CASE OF POLICE DEPUTATION ON EMERGENCY (OPTIONAL)	2	VISIT	12		A4
SECURITY PERSONNEL AT OFFICE (MONDAY to SATURDAY) (07H30-18H30)	1	Person/month	12		A5
COST OF FOOD FOR SECURITY PERSONNEL AT WELLSITE	1	month	12		A6
Total for 12 months	A1+A2+A3+A4+A5+A6				

5.1 Other Details:

- (i) Validity of the Offer (minimum 60 days) days.
- (ii) Mobilisation Time (10 days from date of LOA/Contract).days.

(iii) Duration of Contract : Initially for 12 months witha provision of extension of another 12 months or less with same rate and terms and condition. However, OIL reserve the right to terminate the contract any time with 30 days advance notice.

6.0 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.

7.0 SUBMISSION OF OFFER :

Bid to be submitted under sealed envelope to the following address on or before the bid closing date and time as mentioned in the top :

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

8.0 Offers received in response to this enquiry will be opened on the same day in the above place at the bid opening time as mentioned above.

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

Yours faithfully,
OIL INDIA LIMITED



(Rupak Kalita)
General Manager (Gabon Project)
OIL INDIA LIMITED,
LIBREVILLE, P.O.BOX 23134,GABON

Note : The tender is floated as Gabon Domestic Tender and enquiry sent to the following three parties of Gabon:

1.0 M/S. SSPG, LIBREVILLE , GABON

2.0 M/S. EGS, LIBREVILLE , GABON

3.0 M/S. ZOMA SECURITE, LIBREVILLE , GABON

However, any other Gabonese Party may also participate.

SECTION- I

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 **DEFINITIONS:**

1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) "**Company / OIL / Operator**" means Oil India Limited;
- (b) "**Company's Personnel**" means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The company representatives of OIL are also included in the Company's personnel;
- (c) "**Company's Items**" means the equipment, materials and services, which are to be provided by Company at the expense of Company;
- (d) "**Contract**" means agreement entered into between Company and contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (e) "**Contractor**" means the person or persons, firm or company or corporation incorporated, who has been awarded with the contract consequent upon acceptance of bid by Oil India Limited and includes contractor's legal representatives, his successors and permitted assigns;
- (f) "**Contractor's Items**" means the equipment, materials and services, which are to be provided by Contractor at the expense of the Contractor;
- (g) "**Contractor's Personnel**" means the personnel to be provided by the contractor to provide services as per the contract;
- (h) "**Contract Price**" means the sum accepted or the sum calculated in accordance with the rates accepted in tender and / or the contract rates as payable to the contractor for the entire execution and completion of the services/works, including modification / change order issued by the Company;
- (i) "**Equipment / Materials / Goods**" shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the company for/under the CONTRACT and amendments thereto;
- (j) "**Gross Negligence**" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property;
- (k) "**Wilful Misconduct**" shall means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property;
- (l) "**Inspectors**" means any person or outside Agency nominated by Company to inspect equipment, materials and services, if any, in the CONTRACT stage wise as well as final as per the terms of the CONTRACT;
- (m) "**Services**" means and include all items and things to be supplied / done and all work /Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted

works/services as required for the purpose of successful execution of the Contract on written communication from company;

- (n) “**Site**” means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site;
- (o) “**Sub-Contract**” means order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of company on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT;
- (p) “**Work**” means each and every activity required for the successful performance of the services.

3.0 GENERAL OBLIGATIONS OF CONTRACTOR: Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

- 3.1 Perform the work described in the Scope of Work in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

4.0 GENERAL OBLIGATIONS OF THE COMPANY: Company shall, in accordance with and subject to the terms and conditions of this contract:

- 4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest quarter of an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Schedule of Rates of the contract.
- 4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of this contract.

5.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract.

6.0 TAXES:

- 6.1 Tax levied on Contractor as per the provisions of Laws of Gabon/Financial Rules/Tax rules of Gabon and any other enactment/rules on income derived/ payments received under the contract will be on contractor's account.
- 6.2 All local taxes, levies and duties, Sales Tax, VAT, Octroi, cost, expenses, insurance cost, levies, all obligations etc. including withholding tax, if applicable and all other taxes applicable in Gabon on purchases and sales made by Contractor shall be borne by the Contractor except the CSS and TVA which will be borne by company, if applicable. However, OIL is exempted from paying TVA during exploration phase and will provide TVA exemption certificate against each invoice. Bidders are requested to keep themselves updated as per laws of Gabon.
- 6.3 **Contribution Sociale de Solidarité (CSS):** The quoted rates/prices should be **exclusive of CSS**, which, if applicable, will be paid extra by Company against each invoice.
- 6.4 **Taxe sur la Valeur Ajoutée (TVA):** The quoted rates/price should be **exclusive of TVA**. TVA as applicable shall be to the Company (OIL) account. However, OIL is exempted from paying TVA during exploration phase. OIL will provide TVA exemption certificate against each invoice.

7.0 INSURANCE:

- 7.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, belonging to the Contractor, or its subcontractor (if applicable). For materials/equipment belong to the Contractor or its subcontractor, Contractor may self-insure the same.

8.0 FORCE MAJEURE:

- 8.1 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 for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, earthquake, sabotage, explosion, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable 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.

- 9.0 **TERMINATION:** This contract shall terminate for the following reasons:

9.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION): This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.

9.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 8.0 above.

9.3 TERMINATION ON ACCOUNT OF INSOLVENCY: In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

9.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE: If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract any time with 30 days' advance notice.

9.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT: In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

9.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a Tender period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

9.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 9.1 to 9.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract up to the date of termination including the Demobilization cost, if any.

10. CONSEQUENCES OF TERMINATION: In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination

Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials. Contractor shall be entitled for payment for services actually rendered in conformity with the contract up to the date of its termination subject to the certification by OIL

11.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

As per Arbitration Law of Gabon

12.0 APPLICABLE LAW:

As per Law of Gabon

13.0 PERFORMANCE SECURITY: Not applicable.

14.0 CONTRACT PRICE: The Contract Price must remain firm during performance of the Contract and is not subject to variation on any account.

15.0 LIABILITY:

Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

16.0 INDEMNITY AGREEMENT:

16.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/ properly as a result of the operations contemplated hereby, regardless of whether or not said claims,

demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

16.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

16.3 **INDEMNITY APPLICATION:**

The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

16.4 **LABOUR:** The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time as per Gabonese Law of the area, if available as per requirement. The facilities to be given to the labourers should conform to the provisions of labour laws as per Gabonese Law.

17.0 **LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and / or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

(c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

18.0 **PAYMENT & INVOICING PROCEDURE:**

Company shall pay to Contractor, during the term of the Contract, the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this Contract. Payments due by Company to Contractor shall be made by cheque or Bank transfer at Contractor's designated Bank. All Bank charges, if any will be to Contractor's account.

19.0 **RECORDS, REPORTS AND INSPECTION:**

The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness the performances.

SECTION- II

SCOPE OF WORK OF THE SECURITY SERVICES

- (i) The Contractor to provide Security and Watch & Ward Service at OIL's well location LE, Lassa Village on 24 hours service basis. Two security guards to be deployed in day shift and two security guards in night shift.
- (ii) The Contractor shall ensure round-the-clock high alert security service for 24 hours day and all the 7 (seven) days a week to safeguard the premises and assets of the Company, Third party Service Provider. The payment will be as per the rates in the contract.
- (iii) The Guards shall ensure frisking of the employees, visitors etc at the gate, check them. They will also have to check all the vehicles at the main gates of the wellsite of the premises.
- (iv) The Contractor shall arrange for proper record keeping of visitors both at wellsite and in the office.
- (v) The Contractor shall regulate and monitor incoming and outgoing materials to and from the premises to prevent theft and pilferage.
- (vi) The Contractor shall ensure protection of Company's property, its third party's properties records, documents, equipment etc. wherever applicable.
- (vii) The Contractor shall ensure that all his employees observe cleanliness and wear neat and clean uniforms with Identity Cards duly displayed and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The Contractor shall have full control over the security staff engaged by him. The Contractor shall give necessary guidance and directions to his staff to carry out the jobs assigned to them.
- (viii) The Contractor shall also be solely responsible for the payment of wages and/or dues to his employees.
- (ix) All liabilities arising out of violation of local laws and/or central laws shall be Contractor's responsibility. The Contractor shall furnish a detailed fortnightly duty chart of his employees and shall keep the Company informed of any change in the list from time to time. The fortnightly duty chart should give the specific names of employees and the respective duties they are required to attend to.
- (x) The Contractor will provide all material(s) / equipment(s) required for day to day security including walkie talkies, PPE kits, Torch, Whistles, Batons and neat & clean uniform and protective materials like overcoats, umbrella, etc. at his cost.
- (xi) The Contractor shall maintain a register for marking the attendance by security Personnel engaged by them both at wellsite and office premises.
- (xii) The Contractor and the persons employed by him shall not divulge to outsiders any information about the equipment(s) installed, divulge information about the employees of the Company as well as the activities of the Company. The Contractor will also have the responsibility to safe guard Company's movable and immovable properties besides protecting the environment.
- (xiii) The contractor shall ensure opening & proper locking of all rooms of Company's office. In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipment, etc., the responsibility shall be of the Contractor and he shall report the same to the office. If after an enquiry, it is found that the loss has occurred due to negligence of Contractor's guard/guards on duty, Company will have full right to recover the loss in full or adjust from the dues or security deposit of the Contractor. The decision of Company in this regard will be final and binding on the Contractor.

- (xiv) Security personnel on duty shall not leave the place of duty under any circumstances until and unless properly relieved.
- (xv) The security guard must keep a watch in and around the premises for any unidentified / unclaimed / suspicious objects/ persons. On noticing such an object / person, the same shall be investigated and informed to the officer in-charge.
- (xvi) If any violent/ emergency situation arises in the site or office, contractor must be able to deploy services of Police to control the situation.