



ऑयल इंडिया लिमिटेड

(भारत सरकार का उद्यम)

**Oil India Limited**

(A Government of India Enterprise)

*Conquering Newer Horizons*

La Sablière, Immeuble FIDJI,  
près de la Cour Constitutionnelle  
BP: 23134 Libreville, Gabon  
Tel : (241)-442992/ 04515151  
Fax:(241) 442991  
E-mail: [oilindiagabon@gmail.com](mailto:oilindiagabon@gmail.com)

**Tender No& Date : OIL/GABON/ENQ-CONSULTANCY/39/17 Dated 17.05.2017 For Hiring of Consultancy Services to advice and guide OIL, Gabon Project against issues relating to Tax, Customs, CNSS, Human resource etc on call out basis.**

**Bid Closing on : 14.06.2017 AT 2 PM ( GABON LOCAL TIME)**  
**Bid Opening on : 14.06.2017 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, is operating in the on-shore Shakthi Block, Gabon, under administrative control and 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 in Republic of Gabon, OIL intends to hire your Services for a period of one year, extendable for another period of one year at the same terms and condition for the following services.

## **2.0 SCOPE OF WORK:**

Oil India Limited, Gabon Project intends to engage a Consultant ("Consultant") having relevant experience in advising on the various corporate domestic and international issues relating to Income tax, Customs, CNSS & CNMGS, Human Resource and Commercial terms of Contract arising from time to time. The Consultant is required to provide consultancy services on call out basis only as per the scope of work given below:

Services on Call Out Basis:

### **A. TAX:**

I. Drafting of Grounds of Appeal and Statement of Facts to be filed with any Tax authority of Gabon, against assessment orders including penalty orders, if any, as and when advised.

II. Assistance/guidance to OIL, Gabon Project in connection with the drafting of replies for submissions to the tax authorities regarding assessment, penalty, revision, review, re-assessment, rectification, stay of demand, review of orders / notice, Transfer Pricing Proceedings and withholding of tax, as and when advised.

III. Consultant, when asked for, will suggest changes in existing acts /Laws/regulations, which may take place from time to time, and guide OIL, Gabon Project accordingly.

IV. Review of existing issues, if any and put into appropriate format all documents to be submitted to the Income Tax authorities, as and when advised.

**B. CUSTOMS:**

I. Drafting of Grounds of Appeal and Statement of Facts to be filed with the Customs authority of Gabon, against assessment orders, audits, including penalty orders, if any, as and when advised.

II. Review existing issues, if any and put into appropriate format all documents to be submitted to the customs authorities, as and when advised.

III. Consultant, when asked for, will suggest changes in existing acts/Laws/regulations, which may take place from time to time, and guide OIL, Gabon Project accordingly

IV. Identify any exposure and advise on how to mitigate the possible exposure.

V. Attend to any queries of the Customs Authority, as and when advised.

**C. CNSS & CNMGS:**

I. OIL is contributing towards CNSS & CNMGS against each of its employees. A part of the contribution is refundable and is refunded by CNSS to the employee concerned at the time of his retirement or transfer out of Gabon. The Consultant, when advised, will help OIL, Gabon Project to apply for reimbursement of this refundable amount on retirement of its employees or transfer of its expatriates out from Gabon.

II. After applying for reimbursement, the consultant on receipt of advice from OIL, Gabon Project, will liaise with the CNSS authority and Guide OIL, Gabon Project accordingly for early refund.

III. Consultant, when asked for, will suggest changes in existing acts/Laws/regulations, which may take place from time to time, and guide OIL, Gabon Project accordingly

IV. Review existing issues, if any and put into appropriate format all documents to be submitted to the concerned authorities for settlement, as and when advised.

V. Any other issue.

D. **HUMAN RESOURCE.**

I. OIL, Gabon Project has four contract employees. The Consultant, when advised, will scrutiny the existing contract document with the employees and suggest required changes, if any to comply with the laws of the land.

II. Consultant, when asked for, will suggest changes in existing acts/ labour laws, which may take place from time to time, and guide OIL, Gabon Project accordingly.

III. The Consultant will help OIL, Gabon Project to restructure/amend existing pay structure of the contract employees in line with law of Gabon, as and when advised.

IV. The Contractor will also help/guide OIL, Gabon Project by providing data, information etc to deal with other employee related issue as per the existing law in Gabon, whenever asked for.

V. Identify Exposure, if any and advise on how to mitigate the possible exposure.

E. **OTHER ISSUES:**

Your consultancy services may also be required for other issues like

I. Review/ scrutiny of commercial/legal/financial terms of contract/ quotation, etc wherever required by the Project office

III. Any other corporate domestic and international issues relating to financial act Customs, CNSS & CNMGS, and Human Resource etc.

3.0 **EXECUTION OF ASSIGNMENTS:**

3.1 The “Services on call out basis” are to be provided on as and when required. Oil India, Gabon Project will send request to the Contractor through letter or e-mail for each assignment. The Contractor will start the job after the budgeted hour against the assignment is agreed between the Contractor and the authorized representative of OIL, Gabon Project. After completion of the job against each assignment, the Contractor will submit a report.

3.2 The contractor may have to engage their following personnel to carry out the above services.

- i) Principal Consultant
- ii) Senior Consultant
- iii) Middle level Consultant

#### 4.0 **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.

#### 5.0 **TAXES:**

- 5.1 Being in Exploration phase, Company is exonerated from payment of TVA(Taxe sur la Valeur Ajoutée). The Company (OIL, Gabon Project) shall provide Exemption Certificate for TVA against each Invoice. TVA, if applicable should be shown separately.
- 5.2 “Contribution Sociale de Solidarité” (CSS) if applicable will be paid extra against invoice.
- 5.3 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.

#### 6.0 **FORCE MAJEURE:**

- 6.1 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.
- 6.2 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.
- 6.3 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.

- 6.4 Time for performance of the relative obligation suspended by the Force Majeure shall be extended by the period for which such cause lasts.

7.0 **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 5.0 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.

8.0 **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.

9.0 **PAYMENT TERM**

**PAYMENT, MANNER OF PAYMENT, RATES OF PAYMENT & INVOICING PROCEDURE:**

- (A) Company shall pay to the Consultant, during the term of the contract, against the actual job done, the amount due 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. All payments will be made in accordance with the terms herein after described.
- (B) Total of Professional fees as quoted excluding the Taxe sur la Valeur Ajoutee (TVA) and CSS thereon, payable to the Consultant for one year shall be FCFA ##### /-(FCFA ##### only)., OIL, Gabon Project is exempted from payment of TVA during exploration phase. OIL, Gabon Project will provide Contractor TVA exemption certificate against each of their invoices. CSS will be paid extra against invoice.
- (C) The payment against the invoices raised by the Consultant will be made on

the following basis:

- i) The budgeted hour against the services will be agreed between the advisor and the company's authorized officials for each assignment. The invoice for the same will be raised after acceptance of the final work/report by the company's authorized officials.
- ii) Payment as per above term will be made within 30 Days from the date of receipt of undisputed invoice.
- iii) In case the Consultants agree to travel from his usual city of business on request of OIL, Gabon Project, the Consultant will be provided or will be reimbursed travel by air at apex fare in economy class for all level of consultant at actual. In case of non-availability of air route, transportation by alternate mode will be arranged. The boarding & lodging including food, shall be arranged & provided by OIL, Gabon Project at its cost.

#### **10.0 BID PRICE:**

- 10.1 Bidders are required to quote financial proposal/fee structure strictly as per the price format given in annexure I.
- 10.2 Unit prices must be quoted by the bidders both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.
- 10.3 Bidders are requested to quote exclusive of Service Tax (TVA) and CSS. OIL, Gabon Project is exempted from paying TVA during exploration phase, OIL, Gabon Project will provide TVA exemption certificate against each Invoice. CSS will be paid extra against invoice.
- 10.4 Bidder must include all liabilities including statutory liabilities in their quoted rates except Taxe sur la Valeur Ajoutee (TVA).
- 10.5 Inter-se-ranking for commercial evaluation of bid will be done on Grand Total value.
- 10.6 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.

#### **11. DEADLINE FOR SUBMISSION OF BIDS:**

Bids must be received by the company at the following address before the bid closing date and time as given above i.e. **12.06.2017 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

12.0 **LATE BIDS:**

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

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

- 13.1 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.

Offers received in response to this enquiry will be opened in our office on the date and time mentioned above.

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

Yours' Faithfully  
OIL INDIA LIMITED

(Nirupam Jyoti Saikia)  
Head Contract  
For General Manager (Gabon Project)  
**OIL INDIA LIMITED,**  
**LIBREVILLE, P.O.BOX 23134,GABON**

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

Sub: **Tender No & Date : OIL/GABON/ENQ-CONSULTANCY/39/17 Dated 17.05.2017 For Hiring of Consultancy Services to advice and guide OIL, Gabon Project against issues relating to Tax, Customs, CNSS, Human resource etc on call out basis.**

Sirs,

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

Sl No.	Consultant	UOM	Quantity	Rate (FCFA)	Total (FCFA)
i	Principal Consultant	Hour	10		
ii	Senior level Consultant	Hour	50		
iii	Middle level Consultant	Hour	50		

Total FCFA: \_\_\_\_\_

CSS @ 1% : \_\_\_\_\_

TVA @ 18%: \_\_\_\_\_

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

**Yours faithfully,**

**(SIGNATURE OF BIDDER)**

**Date:**

ADDRESS :