



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: oilgabonproject@gmail.com

**TENDER NO.: OIL/GABON/ENQ-OFFICE & GUEST HOUSE UPKEEPING/68/2021**

**DATE: 14.04.2021**

*for*

**Hiring the Services of Office and Guest House up keeping at the Office Cum Guest House of Oil India Limited situated at La Sablière, Immeuble FIDJI, Libreville Gabon**

**Date & time of closing of Tender : 26.04.2021 at 14:00 Hours (Gabon Local Time)**

**Date & time of opening of Tender : 26.04.2021 at 14:30 Hours (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 Block-II, 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 refined products and marketing of petroleum products.

1.2 In connection with its operations in Republic Of Gabon, **OIL intends to hire the services of up keeping of its office cum guest house establishment situated at LA SABLIERE, IMMEUBLE FIDJI, LIBREVILLE, GABON for a period of two years from 01.05.2021 to 30.04.2023** with a provision for extension up to another 12(twelve) months at the same rates, terms & conditions at the sole option of company.

**2.0 SCOPE Of WORK:**

(i) The contractor has to provide the following services:

- a) Cleaning of the office and guest house including toilets.
- b) Serving tea, coffee, water etc in the office.
- c) Providing night security for the office.
- d) Cooking and serving in the Guest House.
- e) Up keeping of all the rooms in the Guest House.
- f) Cleaning / Washing and Ironing of Guest House linen.

(ii) The contractor has to provide the following minimum personnel to carry out the above services.

- a) Cook - 1 No.
  - b) Helper – 1 No.
  - c) Security Guard – 1 no.
- (iii) Bidder must have experience of providing of similar services in Gabon. Similar service in this regard may be considered as giving services for office and guest house up keeping/ hotel up keeping etc.

### **3.0 BID PRICE:**

- 3.1 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.
- 3.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 3.3 A price format has been attached herewith as a part of this tender vides **ANNEXURE I**. Please forward your quote as per the format.

### **4.0 BID VALIDITY:**

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

### **5.0 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.

### **6.0 DURATION OF CONTRACT:**

The duration of the Contract is for two (2) years from 01.05.2021 to 30.04.2023.

### **7.0 TAXES:**

- 7.1 Being in Exploration phase, Company is exonerated from payment of TVA. The Company shall provide Exemption Certificate for TVA against each Invoice. TVA, if applicable should be shown separately.
- 7.2 “Contribution Sociale de Solidarité” (CSS) if applicable will be paid extra against invoice.
- 7.3 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.

### **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 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.

- 8.2 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.
- 8.3 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 fifteen (15) 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.
- 8.4 Time for performance of the relative obligation suspended by the Force Majeure shall be extended by the period for which such cause lasts.

**9.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMMENCEMENT OF THE JOB:**

The Contractor will have to provide the services from 01.05.2021. In the event of the Contractor's default to commence the job from 01.05.2021, the Contractor shall be liable to pay liquidated damages at the rate of 0.5 % (half percent) of the contract value per week of delay or part thereof, subject to maximum of 7.5% (seven & half percent) of the total Contract value. Liquidated Damages will be reckoned from the date after expiry of the scheduled date of commencement. Company shall recover from the Contractor the agreed liquidated damages at the pre-determined rate as above and not by way of penalty.

**10.0 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 8.0 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.

#### **11.0 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.

#### **12.0 PAYMENT TERM:**

Payment for services rendered in a month shall be paid after satisfactory completion of services in a month. Therefore, contractor shall submit their invoice at OIL's Libreville office on monthly basis for settlement within 7 days.

#### **13.0 PERFORMANCE SECURITY:**

- 13.1 Contractor is required to furnish Performance Security @3% of the Annualized Contract Value as per the Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract with validity of 03(three) months beyond the contract period or for any period specifically mentioned in the Tender. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. Contractor may submit Performance Security in the form of Bank Draft / Banker's cheque/Bank's certified cheque/Performance Bank Guarantee (PBG) as per **Annexure-II** or in any other format acceptable to the company in favour of OIL INDIA LIMITED. Company will discharge the bank guarantee not later than 30 days following its expiry.
- 13.2 The performance security specified above must be valid as indicated in the contract. The same will be discharged by company not later than 30 days following its expiry.
- 13.3 The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 13.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 13.5 In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor.

#### **14.0 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. **26.04.2021 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

- 15.0 LATE BIDS:** Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

- 16.0** Contractor will be responsible for compliance with all statutory requirement/permits etc. applicable in Gabon for the personnel engaged by them in this contract. Bidder to confirm the same while quoting.
- 17.0** 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. Bidder to confirm the same while quoting.
- 18.0** 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.
- 19.0** **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.
- 20.0** Offers received in response to this enquiry will be opened in our office on the date and time mentioned above.
- 21.0** OIL is looking forward for your active participation in the tender.

Yours' Faithfully

(Bhagya Sonowal)  
Head Contract  
For General Manager (Gabon Project)

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

**Sub: TENDER NO.: OIL/GABON/ENQ-OFFICE & GUEST HOUSE UPKEEPING/68/2021 DATED 14.04.2021. Hiring the Services of Office and Guest House Up keeping at the Office Cum Guest House of Oil India Limited situated at La Sablière, Immeuble FIDJI, Libreville Gabon**

Sirs, Madam

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

SI No.	Particulars	Rate
1	Monthly rate of Hiring Services for Office and Guest House Up-keeping including all cost, taxes as applicable in GABON:  Minimum personnel required:  a) Cook - 1 No. b) Helper – 1 No. c) Security Guard – 1 no.	FCFA _____
2	TVA, if applicable, Extra	FCFA _____
3	CSS @ 1%, if applicable	FCFA _____
4	Validity of the Offer	_____ days
5	Payment Term	

Withholding tax will be deducted from the invoice as per the prevailing rate as prescribed by Government of Gabon. However, if the contractor has TVA Registration no withholding tax will be deducted and Company will provide TVA exemption certificate against the invoice.

**NOTES:**

- 1.0 We understand that we will be responsible for compliance with all statutory requirement/permits etc. applicable in Gabon for the personnel engaged by us in the event the contract is awarded to us.
- 2.0 We understand that all Payments, statutory benefits and compensations to the personnel deployed for service under the contract shall be sole responsibility of us and Company shall have no liability in this regard.

- 3.0 We understand that 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. In the event the contract is awarded to us, we shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 4.0 The total duration of the Contract shall be for 24(twenty-four) months with a provision for extension up to another 12(twelve) months at the same rates, terms & conditions at the sole option of company.
- 5.0 We hereby confirm that in the event of a contract on us we shall furnish Performance Security as per clause 13.0 above.
- 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 :**

**FORM OF PERFORMANCE BANK GUARANTEE**

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

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work) \_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ in words) (\_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date \_\_\_\_\_ (calculated at 3 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_