



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/ 04525252
Fax:(241) 442991
E-mail: oilgabonproject@oilindia.in

TENDER NO.: OIL/GABON/ENQ-OFFICE & GUEST HOUSE UPKEEPING/ 716 /2023

DATE: 06.03.2023

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: 29.03.2023 at 14:00 Hours (Gabon Local Time)

Date & time of opening of Tender: 29.03.2023 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 upkeeping of its office cum guest house establishment situated at LA SABLIERE, IMMEUBLE FIDJI, LIBREVILLE, GABON for a period of four years from 01.05.2023 to 30.04.2027** 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) Regular cleaning of the office and guest house area including toilets.

- b) Serving tea, coffee, water etc in the office premises.
 - c) Providing night security for the office.
 - d) Cooking and serving in the Guest House.
 - e) Upkeeping of all the rooms in the Guest House and office.
 - f) Cleaning / washing and Ironing of Guest House items/clothes.
- (ii) The contractor has to provide the following minimum personnel to carry out the above services.
- a) Cook - 1 No.
 - b) Helper – 2 Nos for cleaning office and guest house area.
 - c) Security Guard – 1 no.
 - d) Office assistant – 1 no. for reception of guests and serving tea/coffee/water in the office premises.
- (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 upkeep etc. in reputed organization/corporate organization.

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 the 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 vide **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 4 (4) years from 01.05.2023 to 30.04.2027 with a provision of early termination on 30 days advance notice.

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 COMENCEMENT OF THE JOB:

The Contractor will have to provide the services from 01.05.2023. In the event of the Contractor’s default to commence the job from 01.05.2023, 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. If the contractor mobilize the service within 20 weeks, OIL reserves the right to cancel the contract and take necessary action as per OIL’s banning policy available in the OIL’s website www.oil-india.com.

10.0 TERMINATION:

This contract shall terminate for the following reasons:

10.1 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.

10.2 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.

10.3 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.

10.4 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 detail the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

10.5 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.

10.6 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.

10.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 10.1 to 10.6 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.

10.8 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

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

10.10 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 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, Gabon.

12 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 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.

- 13.6 in lieu of PBG, Contractor can submit Demand Draft of PBG amount in favour of Oil India Limited Project Gabon payable at Libreville which OIL will deposit in their bank. This demand draft will not accrue any bank interest and OIL will return the same amount to the contractor in case of successful execution of the contract. However, the amount shall be forfeited in case failure of the Contractor to fulfil their obligations under the Contract as compensation.

14 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. **29.03.2023 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 LATE BIDS:** Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.
- 16** 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** 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** 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 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** Offers received in response to this enquiry will be opened in our office on the date and time mentioned above.

21 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

ANNEXURE- I

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/716/2023 DATED 06.03.2023. 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 – 2 Nos for cleaning office and guse house. c) Security Guard – 1 no. d) Office assistant – 1 no. for reception, serving tea coffee etc.	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 :

ANNEXURE II

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: _____