

## **TENDER DOCUMENT**

**TENDER NO. OIL/GABON/ENQ-PAYROLL/01/2021 DATED 08.06.2021 FOR HIRING OF CONSULTANCY SERVICES FOR PAYROLL AND SOCIAL TAX SERVICES, ANNUAL SALARY DECLARATION, PERSONAL INCOME TAX FOR THE YEAR 2021 to 2023 (From July 2021 to Dec 2023).**

**Bid Closing on : 24.06.2021 AT 2 PM (GABON LOCAL TIME)**  
**Bid Opening on : 24.06.2021 AT 3 PM (GABON LOCAL TIME)**

Dear Sirs,

A Consortium of OIL INDIA LIMITED (OIL) & INDIAN OIL CORPORATION LIMITED (IOCL) both Government of India companies under the Ministry of Petroleum & Natural Gas. OIL is engaged in the business of Exploration, Production and Transportation of crude oil & natural gas and IOCL is engaged in the business of refining of crude oil, transportation of crude oil and marketing of petroleum product. OIL is the operator of the onshore Shakthi Block-II, Gabon, under administrative guidelines of Gabon's Direction Generale des Hydrocarbures [DGH].

In connection with its operations in Republic of Gabon, OIL intends to hire Consultancy Services for the Payroll and Social Tax Services, Annual Salary Declaration (DAS), Personal Income Tax for the period from July 2021 to Dec' 2023. **Presently we have 4 (Four) Local Staffs and 5 (Five) Expatriate Employees which may increase or decrease during the contract period.**

### **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 physical sealed envelope at the following address before the bid closing date and time as given above i.e. **24.06.2021 at 1400 Hours (Gabon Local Time):**

**GENERAL MANAGER, GABON PROJECT, OIL INDIA LIMITED,  
LA SABLIERE, IMMEUBLE FIDJI (pres de l'ancienne 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 30 (thirty) 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 two and Half years from the date of commencement of the Contract i.e. 01.07.2021 to 31.12.2023.

**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 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.
- 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 against item Sl. No. 1.1 of the Price Format (ANNEXURE-I) will be made on monthly/Quarterly basis within 30 days from the date of submission of the invoice for the requisite services rendered during the month.

Payment against item Sl. No. 1.2 and 1.3 of the Price Format (ANNEXURE-I) will be made after completion of the job and within 30 days from submission of invoice.

16.0 **SCOPE OF WORK**

16.1 **Consultancy for Payroll and Tax Services for both Local and Expatriate Employees of the Company.**

A. **Assistance for payroll, social and tax related services.**

**For payroll, job will consist of:**

- Preparing the pay slips every month for the local and expatriate employees (Both Indian and Gabonese workers), on the basis of all the relevant information and documentation, (timesheet, fixed and variable elements per employee) provided by the company.
- Updating the monthly payroll statements (pay slips, payroll ledgers and statements) including the calculation of Bonus Figures, Leave to the Credit of individual Local Employees and the Calculation of Due amount for encashment of Leave individually.

**Information to be provided by Oil India Limited.**

- List of local and expatriate employees per month: with individual information for each of our employee (present, in vacation, non-renewed, fired etc.);
- Timesheet of work: time, advance of the month, medical withholding expenses, if any;
- Collective agreement/salary scale/and employee category.

B. **For social and tax services:**

- The job will consist in preparing all the tax and social declarations in compliance with tax rules in Gabon, namely:
- Quarterly declaration of CNSS contributions and CNMGS contribution (Social Security),
- Monthly déclarations of Personal Income Tax - PIT (impôt sur le Revenu des Personnes physiques : I.R.P.P)
- Monthly declaration of Complementary tax on wages (Taxe complémentaire sur les salaires: TCS),
- Monthly FNH declaration,
- Any other social tax applicable

## 16.2 **Annual Salary Declaration (DAS):**

- To prepare the Annual Salary Declaration (« DAS ») and its due submission.
- This annual declaration (DAS) submitted every year at the end of 30<sup>th</sup> Jan/or well before the due date as per Gabonese regulation for the previous year.
- The summary of the salaries and wages paid to each employee & payment justification,
- **The details in the prescribed forms and summary of the amounts paid during the year for each local supplier for services rendered to the local entity (TVA Cases),**
- **The details in the prescribed forms and summary of the amount paid during the year for each foreign supplier for services rendered to the local entity, with the detailed Withholding Tax (WHT) applied (TDS cases).**
- Any other details, if required to be shown in DAS.

## 16.3 **Consultancy for Personal Income Tax- PIT**

### **PIT preparation**

- The job will consist in establishing annually the Personal Income Tax Statement:  
  
The job will consist of:
  - Establishing all the PIT (ID 06, and ID 19 and other if any as per Gabon Law) for each of our local and expatriate employees;
  - Job to be completed each year well before the due date as per Gabonese law.
  - The PIT statement to be sent to each employee, in order to be signed. You will make the deposit to the tax administration, and will provide us a copy, with the acknowledgment receipt.

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

Yours faithfully,  
OIL INDIA LIMITED

(Bhagya Sonowal)  
Head-Contracts  
For General Manager (Gabon Project)

PRICE FORMAT

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

TENDER NO. OIL/GABON/ENQ-PAYROLL/01/2021 DATED 08.06.2021 FOR HIRING OF CONSULTANCY SERVICES FOR PAYROLL AND SOCIAL TAX SERVICES, ANNUAL SALARY DECLARATION, PERSONAL INCOME TAX FOR THE YEAR 2021, 2022 & 2023 (From July 2021 to Dec 2023).

Sirs,

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

Item	Unit	Quantity	Unit Rate (in FCFA)	Total Price (in FCFA)
		(a)	(b)	(c) = (a) x (b)
1.1 Consultancy for Payroll and Tax Services for both Local and Expatriate Employees of the Company. (From July 2021 to Dec 2023).  <b>Detailed scope of works as described in para 16.1 (A) and (B) above.</b>  <b>Bidders will quote per employee per month rate. (Qty:9-persons x 30-months:270)</b>	NO	<b>270</b>		
1.2 Annual Salary Declaration (DAS) To prepare the Annual Salary Declaration (« DAS ») and its due submission. (FY 2021, FY 2022 & FY 2023)  <b>Detailed scope of works as described in para 16.2 Above.</b>	NO	<b>3</b>		
1.3 Consultancy for Personal Income Tax- PIT preparation for all the Employees. (FY 2021, FY 2022 & FY 2023)  <b>Detailed scope of works as described in para 16.3 Above.</b>	NO	<b>27</b>		

<b>Bidders will quote per employee per year rate.</b>				
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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.

The total offered cost is inclusive of all cost, taxes & duties including Withholding Tax, if applicable but excluding CSS and TVA, which is shown separately above.

**Yours faithfully,**

**(SEAL & SIGNATURE OF BIDDER)**

**Date:**

ADDRESS & Contact Number:



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**  
**Tel : (241)-01442992, E-mail: oilgabonproject@gmail.com, BP: 23134, Libreville, Gabon**

Ref: OIL/GABON/ENQ - PAY ROLL/165-169/2021

Dated: 11.06.2021

Sub: OIL's TENDER NO. OIL/GABON/ENQ-PAYROLL/01/2021 DATED 08.06.2021 FOR HIRING OF CONSULTANCY SERVICES FOR PAYROLL AND SOCIAL TAX SERVICES, ANNUAL SALARY DECLARATION, PERSONAL INCOME TAX FOR THE YEAR 2021, 2022 & 2023.

The above tender documents were issued to the following 5(five) parties:

(i) **M/s Ernst & Young**  
**Immeuble BDM, Boulevard du Bord de Mer**  
**BP 2278**  
**Libreville, Gabon**

(ii) **M/s Deloitte Touche Tohmatsu**  
**Immeuble 2AG**  
**BP 4660**  
**Libreville, Gabon**

(iii) **M/s PWC**  
**BP 2164**  
**Libreville, Gabon**

(iv) **M/s KPMG Afrique Centre (Gabon)**  
**Immeuble Diamant II, 3ieme étage**  
**Centre-Ville, B.P. 4568, Libreville, Gabon**

(v) **M/s Delta Grant Thornton**  
**Montagne Sainte**  
**BP 79**  
**Libreville, Gabon**  
**Ph. +241 01 74 28 31/ +241 01 76 15 68**

(Bhagya Sonowal)  
Head-Contracts  
For General Manager (Gabon Project)