



*Ground Floor, NG Tower, Cybercity, Ebene
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BIDDING DOCUMENT

**Manual/Mechanical Sugar Cane Harvesting, Loading
and Transport of Sugar Cane Factory for Mon Trésor
and Britannia Regions to Omnicane, La Baraque,
L'Escalier**

Procurement Reference No: SITLH/OAB/C2024/23

24 May 2024

GENERAL INFORMATION

SIT Land Holdings Ltd (“SITLH”), a subsidiary of the Sugar Investment Trust (“SIT”), is a public company incorporated under the laws of Mauritius. SITLH has a portfolio of over 15,000 shareholders comprising of mainly planters, employees and pensioners of the sugar industry.

SITLH, also referred to herein as the “Employer”, is inviting experienced and qualified sugar cane harvesting contractors, with at least five (5) years of experience, to submit their bids for the Mon Trésor and Britannia regions.

The said services are described in detail in **Section II – Scope of Services and Performance Specifications.**

SECTION I: INSTRUCTION TO BIDDERS

Procurement Reference Number: **SITLH/OAB/C2024/23**

1. Preparation of Bids and Documents to be submitted

You are requested to quote for the services mentioned in section II by submitting:

- (a) duly filled in and signed Bid Letter in Section III;
- (b) duly filled in Priced Activity Schedule in Section IV;
- (c) duly filled in **Schedules** as attached to this Bid Document;
- (d) a copy of your Business Registration Number Certificate; and
- (e) any other documents that are deemed required for technical evaluation.

You are advised to carefully read the complete Bidding Document before preparing your bid. You are advised to take full cognisance of Section V – Conditions of Contract of this Document prior to submit your bid. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

2. Validity of Bids

The Bid validity required is **90 days** from the date of submission deadline.

3. Duration of Contract

The Contract shall be for harvest period 2024 as per schedule of harvest of Omnicane Milling Operations Ltd.

The Contract shall come to an end at its expiry without the requirement of any further formality.

Either party may terminate the Contract before the expiry of the Contract by giving two (2) weeks notice to the other party.

4. Submission of Bids

Bids should be deposited in the Tender Box located at **Sugar Investment Trust, Ground Floor, NG Tower, Cybercity, Ebene**, not later than **Thursday 06 June 2024 at 13 30 hours**.

Late submissions will not be accepted.

The Bidder's name and Procurement Reference No.: **SITLH/OAB/C2024/23** should be marked at the back on the left corner of the envelope.

5. Bid Opening

Bidders may wish to attend to the Bid Opening which will be held immediately after the closing of Tender Box in the Board Room at **Sugar Investment Trust, Ground Floor, NG Tower, Cybercity, Ebene on Thursday 06 June at 13 31 hours**.

6. Technical Evaluation of Bids

The Employer shall have the right to request for clarifications during evaluation. Bids that have been found to be substantially responsive shall be subject to a technical evaluation based on technical capacity, quality of service and past performance so as to determine the lowest evaluated bid.

7. Eligibility Criteria

To be eligible to participate in this bid exercise, you should:

- (a) have a minimum of five years' experience on similar jobs and having adequate logistics, vehicles, and equipment for carrying out harvesting, loading and transport of sugar canes.
- (b) have the legal capacity to enter into a contract to execute the services;
- (c) not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up;
- (d) not have had your business activities suspended;
- (e) not have a conflict of interest in relation to this procurement requirement; and
- (f) have a Business Registration Card;

8. Currency of Bid

Bids shall be priced in Mauritian Rupees and all payments will be made in this currency.

9. Labour clause

In order to qualify for award of the Contract, Bidders shall subscribe to the undertaking that the salaries and wages to be paid in respect of this bid are compliant with the relevant Laws of Mauritius, if they are awarded the contract or part thereof.

10. Award of Contract

The Bidder having submitted the lowest evaluated responsive bid and qualified to perform the service shall be selected for award of contract. Award of contract shall be by issue of a Letter of Acceptance in accordance with terms and conditions contained in **Section V- Conditions of Contract**.

11. Integrity Clause

The 'Employer' commits itself to take all measures necessary to prevent corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

12. Rights of Employer

The 'Employer' reserves the right if required:

- (a) to split the contract; and
- (b) to accept or reject any bid or to cancel the bidding process and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to any bidder.

SECTION II: SCOPE OF SERVICES AND PERFORMANCE SPECIFICATIONS

Procurement Reference Number: **SITLH/OAB/C2024/23**

A. SCOPE OF SERVICES

The scope of this procurement is to enter into an agreement with the successful bidder(s) for harvest period 2024. Full details of the scope of services are as follows:

A.1 MON TRESOR REGION

- (i) Manual harvesting and stacking of burnt or green (if any) sugar cane in field (6 rows in 1); in field loading by Bell Loaders and transport directly from fields to Omnicane, La Baraque, L'Escalier of approximately **1,500** tons of Sugar Canes. The quoted price will have to be submitted separately for green and burnt cane harvest. The estimated daily average quota should not be less than **20** tons.
- (ii) Infield loading by Bell Loaders and transport directly from fields to Omnicane, La Baraque, L'Escalier of approximately **6,900** tons of sugarcanes. The estimated daily average quota should not be less than **70** tons.
- (iii) Mechanical cutting, loading and transportation of approximately **600** tons of sugarcanes as from **October 2024**.

The above-mentioned daily quotas may be amended depending on factory requirement.

Mon Trésor Region comprises of the following areas:

Areas	Arp	Estimated Tonnage (ton)
Carreau Acacia	25	500
Deux Bras	180	3,750
Virginia	250	4,750
Total	455	9,000

A.2 BRITANNIA REGION

- (i) Manual harvesting and stacking of sugar cane in field (6 rows in 1); in-field loading by Bell Loaders and transport directly from fields to Omnicane, La Baraque, L'Escalier of approximately **2,600** tons of Sugar Canes as per the harvest program of the Employer. The quoted price will have to be submitted separately for green and burnt cane harvest. The estimated daily average quota should not be less than **15** tons.
- (ii) Loading of sugarcane on road border of fields by Bell Loaders or Atlas and transport directly from fields to Omnicane, La Baraque, L'Escalier of approximately **2,500** tons

of sugarcane. The estimated daily average quota for the said period should not be less than **35** tons or as per the harvest program of the Employer.

- (iii) Mechanical cutting, loading and transportation of approximately **600** tons of sugarcanes as from **October 2024**.

The above-mentioned daily quotas may be amended depending on factory requirement.

Britannia Region comprises of the following areas:

Areas	Arp	Estimated Tonnage (ton)
Rivière du poste	125	3,400
St Avold	130	2,300
Total	255	5,700

B. PERFORMANCE MONITORING

1. Objective

The Representatives of the Employer and the successful Bidder (hereinafter referred to as the Service Provider) shall meet at least once weekly or as often as necessary to review the performance of the services provided with a view to ensuring quality standard in the services. The two parties shall have shared responsibilities in optimizing the resources and facilities that have been deployed for the service.

2. Management Meetings

The representatives of the Employer shall, after consultation with the Service Provider set up a Management Committee comprising of the Employer's representatives who are responsible for monitoring the services and the supervisory staff of the Service Provider who are responsible for the services that have been entrusted to the Service Provider.

The scope of the Committee(s) shall be for:

- a) reviewing major incidences that have occurred on the sites in the past weeks and measures taken thereon;
- b) taking cognizance of complaints made by the Employer's representatives and action taken by the Service Provider;
- c) attending to weaknesses in respect of quality of services provided and rooms for improvement;
- d) assessing the arrangements made by the Service Provider in terms of human resource and logistics; and
- e) attending to other matters related to contractual obligations of the Service Provider(s).

Appropriate record of the Management Meetings shall be kept by the Employer.

SECTION III: BID LETTER
(to be completed by Bidders)

Procurement Reference Number: **SITLH/OAB/C2024/23**

[Complete this form with all the requested details and submit it as the first page of your Bid with the documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of this Bid Document prevail over any attachments. If your Bid is not authorised, it may be rejected.]

Bid Addressed to:	Mr Yashwantsingh Ramdharee, Chief Executive Officer, SIT Land Holdings Ltd, NG Tower, Cybercity, Ebene
Procurement Reference Number:	SITLH/OAB/C2024/23
Subject matter of Procurement:	Manual/Mechanical Sugar Cane Harvesting, Loading and Transport of Sugar Cane Factory for Mon Trésor and Britannia Regions to Omnicane, La Baraque, L’Escalier.

- (a) We offer to supply the services detailed in the scope of services at Section II, in accordance with the terms and conditions stated in your Invitation for bids referenced above.
- (b) We confirm that we are eligible to participate in this Bid Exercise and meet the eligibility criteria specified in SECTION I: INSTRUCTIONS TO BIDDERS.
- (c) We declare that the salaries and wages to be paid in respect of this quotation are compliant with the relevant Laws of Mauritius, if we are awarded the contract or part thereof.
- (d) The validity period of our Bid is **90 days** from the time and date of the submission deadline.
- (e) We confirm that the prices quoted under Section IV - Priced Activity Schedule of the Bid Document are fixed and firm and will not be subject to revision or variation, if we are awarded the contract prior to the expiry date of the Bid validity.
- (f) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption during our participation in the bidding process and we commit ourselves to observe the same principles if awarded the contract and during its execution.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such Bidders.

Bid Authorised By:

Name of Bidder		Company’s Address and seal	
Contact Person			
Name of Person Authorising the Bid:		Position:	Signature:
Date		Phone No./E-mail	

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **SITLH/OAB/C2024/23**

[Complete the price per ton (Exclusive of VAT) for each activity listed below. Authorize the prices quoted in the signature block below].

Mon Trésor Region

SN	Services	Approximate Quantity (TONS)	Price per TON (Exclusive of VAT) MUR
1.	Manual harvesting and stacking of burnt or green (if any) sugar cane in field (6 rows in 1). Infield loading of sugar cane by Bell Loaders and transport directly from fields to Omnicane, La Baraque, L'Escalier.	1,500	Green:
			Burnt:
2.	Infield loading of sugar cane by Bell Loaders and transport directly from fields to Omnicane, La Baraque, L'Escalier.	6,900	
3.	Mechanical cutting, loading and transporting to Sugar Factory.	600	

Britannia Region

SN	Services	Approximate Quantity (TONS)	Price per TON (Exclusive of VAT) MUR
1.	Manual harvesting and stacking of Sugar cane burnt in field (6 rows in 1). Infield loading of sugar cane by Bell Loaders and transport directly from fields to Omnicane, La Baraque, L'Escalier.	2,600	Green:
			Burnt:
2.	Loading of sugarcane on road border of fields by Bell Loaders or Atlas and transport directly from fields to Omnicane, La Baraque, L'Escalier.	2,500	
3.	Mechanical cutting, loading and transporting to Sugar Factory.	600	

List of Services and Priced Activity Schedule Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

SECTION V: CONDITIONS OF CONTRACT

Procurement Reference Number: **SITLH/OAB/C2024/23**

1. Effectiveness of Contract

1.1 The Contract shall come into effect on the date the Contract is signed by both parties or on such other date as may be stated in the Letter of Acceptance.

2. Commencement of Services

2.1 Before commencement of the services, the 'Service Provider' shall submit to the 'Employer' for approval a harvest programme showing the general arrangements for providing the services referred to in Section II.

3. Duration of Contract

3.1 The Contract shall be for harvest period 2024 starting as from **July 2024**.

3.2 The Contract shall come to an end at its expiry without the requirement of any further formality.

3.3 Either party may terminate the Contract before the expiry of the Contract by giving two (2) weeks' notice to the other party.

4. Fees for the Services

4.1 The fees for the services referred to in the Scope of Services at Section II shall be fixed.

4.2 The fees for the services completed shall be invoiced by the 'Service Provider' on a fortnightly basis and shall be paid 15 days after receipt of an Invoice subject to the services have been carried out to the satisfaction of the 'Employer's representative(s)'.

4.3 The Employer shall however retain 5% of the amount paid for each claim until the end of the harvest period. The said retained amount shall be released after the end of the harvest period subject to the services have been carried out to the satisfaction of the 'Employer's representative(s)'.

5. Permits and Licences

5.1 The 'Service Provider' shall be solely responsible to seek and obtain all permits and licences required in connection with its services under this present agreement.

6. Insurance

6.1 The 'Service Provider' shall ensure that the Bell Loaders, Atlas, Tipper Trailers, Tractors, Lorries and any such other machine to be used by the 'Service Provider' for the execution of the contract shall at all times be covered by third party liabilities; and there is appropriate insurance policies to provide for an adequate cover in respect of injury or death or any damage whatsoever whilst carrying out the services referred to in the Scope of Services at Section II.

7. Conditions of Vehicles and Equipment

7.1 The 'Service Provider' shall ensure that all vehicles shall not be more than 10 years and Drivers should have valid Driving Licenses. Hence, equipment provided in the performance of the Services shall at all times be in good running condition and shall be well maintained, clean and tidy.

8. Drivers, Agricultural Workers and Supervisory Personnel

- 8.1 The 'Service Provider' shall ensure that at all times the drivers allocated to perform the services referred to at Section II shall possess a valid driving license for the said vehicle and all such other documents/licenses/permits that may be required in connection with the services being provided by the 'Service Provider' under the Contract.
- 8.2 The Employer may where it considers necessary to do so direct the 'Service Provider' to replace the driver allocated to drive the vehicle provided to the Employer for any reason whatsoever without having to give any reason or justification for its decision and the 'Service Provider' shall promptly comply with such directions.
- 8.3 The drivers shall not smoke whilst on duty.
- 8.4 The 'Service Provider' shall at all times ensure that the drivers allocated to perform the services referred to at Section II are courteous and diligent in the discharge of their duties.
- 8.5 The 'Service Provider' shall ensure that all workers and supervisory personnel are equipped with safety/protective equipment as per provisions of the laws in Mauritius.

9. Termination of Contract

- 9.1 The contract may be terminated by either party by giving at least one month notice to that effect to the other party.
- 9.2 The contract may be terminated with immediate effect by the Employer in case of breach of any of the conditions of this present contract by the 'Service Provider.'

10. Claim on termination of contract

- 10.1 It is expressly agreed by the Parties that the 'Service Provider' shall not be entitled to any claim whatsoever except for services satisfactorily rendered to the Employer in case of termination of this present contract.

11. Assignment or Transfer of Rights

- 11.1 The 'Service Provider' shall not be entitled to assign, cede, transfer or subcontract its rights under the contract to any third party to this contract without the express authorization of the Employer.

12. Contact Numbers

- 12.1 The 'Service Provider' shall communicate such contact numbers as may be required to ensure that the Employer can at any point in time contact the 'Service Provider' or the person responsible for carrying out the services referred to in the Scope of Services at Section II.

13. Notice and correspondences

13.1 Any correspondence required to be addressed or notice required to be served on the Parties in connection with this contract shall be served on the following addresses: -

**Mr Yashwantsingh Ramdharee
Chief Executive Officer,
SIT Land Holdings Ltd
Ground Floor, NG Tower
Cybercity, Ebene 72201
Tel: 406 4747 Fax: 465 4747**

The ‘Service Provider’

Address of the Service Provider:
.....
.....

13.2 Any notice or communication shall be delivered by hand or sent by registered post at address as stated in the Bidding Document.

13.3 Any application, notice or communication shall be deemed to have been received on the day it was so left by hand or so delivered by registered post, as the case may be.

14. Obligations of the ‘Service Provider’ on the occurrence of an outburst of fire in the cane fields.

14.1 The ‘Service Provider’ shall increase the daily quota of cane to be harvested, loaded and transported to Savannah Sugar Factory on the occurrence of an outburst of fire in the cane fields to ensure that the burnt canes are being transported in time to the factory.

15. Force Majeure

15.1 The ‘Service Provider’ shall promptly notify the Employer in writing, of any situation or event arising from circumstances beyond his control and which he could not reasonably foresee and makes it impossible for him to carry out in whole or in part his obligations under the contract. Upon the occurrence of such a situation or event, the services shall be deemed to be postponed by a reasonable period not exceeding fourteen (14) days.

16. Other obligations of the Employer

16.1 The Employer’s representative shall notify the representative of the ‘Service Provider’ every morning the daily quota of canes to be harvested, loaded and transported to the Savannah Sugar Factory.

16.2 The Employer’s representative shall set up a harvest programme to ensure that the canes are being cut by area to avoid the Bell Loaders, Atlas, Tipper Trailers and Tractors of the ‘Service Provider’ to travel across all the estate of the Employer.

16.3 The Employer shall have to maintain the roads of its estate in good condition.

17. Settlement of Disputes

17.1 If a dispute between the parties arises in connection with performance of obligations under the contract, either party shall serve a written notice of dispute providing adequate details of the nature of the dispute. Notwithstanding the existence of the dispute, all parties shall continue to perform their obligations under the contract. After receipt of the notice of dispute, the parties should use their best endeavours to resolve the dispute or to agree on the methods of doing so. If after thirty (30) days of the service of the notice of dispute there is no resolution of the dispute, it shall be referred to Court for settlement under the Laws of Mauritius.

18. Entire understanding and Governing Law

- 18.1 The contract represents the entire understanding of the Parties superseding all prior agreements, understandings and disclosure, whether orally or in writing.
- 18.2 The contract constitutes the whole agreement between the Parties in relation to its subject matter and no modification of the contract shall be effective unless made in writing.
- 18.3 If any provision of the contract is held by any competent authority to be invalid or unenforceable in whole or in part, the contract shall continue as valid to its other provisions and the remainder of the affected provision.
- 18.4 The headings of the contract are for convenience purposes and shall not affect the construction thereof.
- 18.5 The contract shall be governed by the laws of the Republic of Mauritius and the Parties shall submit themselves to the exclusive jurisdiction of the Court of Mauritius.

SCHEDULES

SCHEDULE 1: BID CHECKLIST SCHEDULE

Procurement Reference Number: SITLH/OAB/C2024/23

Description	Attached (please tick if submitted and cross if not)
Bid Letter as per Section III to be duly signed & dated and bearing Company's seal	
Priced Activity Schedule as per Section IV	
Document Schedule 1	
Document Schedule 2	
Document Schedule 3	
Copy of Business Registration Number (BRN) Certificate	

***Disclaimer:** This checklist is to ease the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.*

SCHEDULE 2

Procurement Reference Number: **SITLH/OAB/C2024/23**

Major projects for manual/mechanical sugar cane harvesting, loading and transport of sugarcane undertaken for the past five years
For companies of comparable size and profile as SIT Land Holdings Ltd

Year	Employer	Project Title	Project Size (arpents)	Total Sugar Cane Harvested Loaded and Transported	Sugar Estate Area	Project Value (MUR) specific to Manual /Mechanical Sugar Cane Harvesting, Loading and Transport Services

SCHEDULE 3

Procurement Reference Number: **SITLH/OAB/C2024/23**

Details Related to Proposed Services

1. Cane cutting, Loading and Transport from Mon Tresor to Omnicane Sugar Factory

	REMARKS
Maximum daily tonnage that can be cut	
Number of cane cutter to produce above tonnage	
Maximum daily tonnage that can be loaded	
Number of loading equipment, eg Bell Loader to load the above tonnage	
Maximum daily tonnage that can be transported to Omnicane sugar factory	
Number of lorries or trailers available to transport above tonnage and average carrying capacity of transport equipment	

2. Cane cutting, Loading and Transport from Britannia to Omnicane Sugar Factory

	REMARKS
Maximum daily tonnage that can be cut	
Number of cane cutter to produce above tonnage	
Maximum daily tonnage that can be loaded	
Number of loading equipment, eg Bell Loader to load the above tonnage	
Maximum daily tonnage that can be transported to Omnicane sugar factory	
Number of lorries or trailers available to transport above tonnage and average carrying capacity of transport equipment	

3. Provision for transport facilities for staff and cane cutters.

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4. Alternative arrangement for Vehicles and Equipment for unforeseen and emergency cases (fire, factory breakdown, vehicles and equipment breakdown).

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