



FCC

FINANCIAL CRIMES
COMMISSION
MAURITIUS

BIDDING DOCUMENT

REQUEST FOR PROPOSAL

FOR

RENTAL OF OFFICE SPACE WITH AMENITIES TO ACCOMMODATE FCC SUB-OFFICE IN RODRIGUES

Procurement Reference Number: 20 of 2026/ 2027

Closing date: 23 October 2026 by 14.00 hours

Date of Issue: 18 September 2026



FCC

FINANCIAL CRIMES
COMMISSION
MAURITIUS

FCC / CSD/ 429/1

18 September 2026

Dear Sir/Madam,

SECTION 1

REQUEST FOR PROPOSAL

Procurement Reference No. 20 of 2026/ 2027

Rental Office Space with amenities to accommodate FCC Sub-office in Rodrigues

The **Financial Crimes Commission (FCC)** invites suitably qualified property owners, landlords, property management companies and other interested parties to submit proposals for the **Rental of Office Space with Amenities to Accommodate the FCC Sub-Office in Rodrigues**.

The full Request For Proposal (RFP) can be **downloaded** from the FCC website at www.fcc.mu or collected from the FCC Sub-Office in Port-Mathurin, Rodrigues, or the FCC Headquarters, Moka, Mauritius.

Proposals shall be submitted under a **two-envelope procedure**. Bidders shall place the **Technical Proposal** and the **Financial Proposal** in two separate sealed envelopes, clearly marked "Technical Proposal" and "Financial Proposal" respectively. Both envelopes shall be enclosed in one outer sealed envelope bearing the inscription:

"Procurement Reference No. 20 of 2026/2027 - Request for Proposal for the Rental of Office Space with Amenities to Accommodate the FCC Sub-Office in Rodrigues" and shall be sent by registered post to:

The Acting Director

Corporate Services Division

Financial Crimes Commission Headquarters

Réduit Triangle, Moka

not later than **23 October 2026 at 14:00 hours (local time)**.

The **Technical Proposals** shall be opened and evaluated first. The **Financial Proposals** of only those bidders whose Technical Proposals are determined to be responsive shall be opened and evaluated at a later stage. Financial Proposals of non-responsive bidders shall remain unopened and shall be returned to the respective bidders.

Submissions received after the deadline will not be considered.

Yours faithfully,

D. Ramjeeawon, Acting Manager (Procurement & Supply)

For Acting Director

Corporate Services Division.

SECTION 2

INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1.0. General

The Financial Crimes Commission (FCC) intends to rent office premises of approximately 75 m² to 100 m² in Port Mathurin area, Rodrigues, for an initial period of three (3) years, renewable thereafter on a yearly basis by mutual agreement of both parties and subject to the same terms and conditions. The premises should be fully equipped with the necessary amenities and facilities, including adequate water supply, internal partitions, sufficient electrical power points, air-conditioning, telephone lines and internet facilities, parking facilities, fitted with burglar-proof and any other facilities necessary for the proper functioning of the office.

The premises shall comply with all applicable health and safety requirements, regulations and standards and shall be suitable for use as office premises by the FCC. It should also meet Fire Services requirements.

2.0 Eligible Bidders

- (i) Bidders shall be the legal owners of the premises offered for lease or shall otherwise be duly authorised by the owner(s) to enter into and execute a lease agreement with the FCC. Bidders shall submit documentary evidence of ownership or such written authorisation, as applicable, together with a layout plan of the premises clearly indicating the total floor area and usable office space being offered.
- (ii) Bidders shall not be eligible to participate in the procurement process where their participation in procurement activities in the Republic of Mauritius is prohibited, suspended or otherwise restricted under the applicable laws and regulations of Mauritius.

3.0 Cost of Bid

The bidder shall bear all costs and expenses associated with the preparation and submission of his/her bid. The FCC shall not, under any circumstances, and be responsible or liable for any such costs or expenses, irrespective of the conduct, process or outcome of the Request for Proposal.

B. Solicitation Documents

4.0. Examination of Bidding documents

The bidder shall carefully examine all instructions, forms, terms, conditions and specifications contained in the Bidding documents. Failure to comply with these documents shall be at the Bidder's own risk and may result in the bid being considered non-responsive or otherwise adversely affect its evaluation.

5.0. Clarification of Bidding documents

A prospective bidder requiring any clarification of any provision of the Bidding documents may submit a request for clarification **in writing to the Acting Director**, Corporate Services Division, Financial Crimes Commission Headquarters, Réduit Triangle, Moka.

Any request for clarification shall be received by the FCC at least fourteen (14) days prior to the deadline for submission of bids. Requests received after this deadline may, at the discretion of the FCC, not be considered.

6.0. Amendments of Bidding documents

The FCC may, at any time prior to the deadline for submission of bids, whether on its own initiative or in response to a request for clarification from a prospective bidder, amend the Bidding Documents by issuing an addendum.

Where an amendment is issued no later than fourteen (14) days prior to the deadline for submission of bids, the FCC shall notify all prospective bidders who have received the Bidding Documents in writing of such amendment.

In order to afford prospective bidders reasonable time to take any amendment into account in the preparation of their bids, the FCC may, at its discretion, extend the deadline for submission of bids. Where the deadline is extended, all prospective bidders shall be notified in writing of the revised deadline.

Any amendment issued by the FCC shall form an integral part of the Bidding Documents and shall be taken into account by all bidders in the preparation and submission of their bids.

C. Preparation of Bids

7.0. Language of the Bids

The Bid, including all forms, supporting documents, correspondence and other information relating to the bid exchanged between the bidder and the FCC, shall be prepared and submitted in the English language.

8.0. Documents to be submitted

Each bid shall contain the documents specified below:

A. Administrative Documents (To be submitted in Technical envelope)

1. Completed and signed Bid Submission Form
2. Copy of National Identify Card or Certificate of Incorporation/ company registration documents as applicable.
3. Documentary evidence of ownership of the premises offered for lease.
4. Letter of authorisation to lease the premises, where applicable and
5. Tax registration details where applicable.

B. Technical documents (Technical Envelope)

- Detailed description of the premises.
- Floor plans / layout drawings – location of building including location plan
- Recent photographs of the interior and exterior of the premises.
- Location details.
- The proposed date on which the premises will be available for occupation.
- Section 5 – Technical Proposal;
- Section 6 – Bid Submission Form; and
- Section 7 – Property Details Form,

C. Financial Documents (Financial Envelope)

- Section 8 - Proposed monthly rental for the premises.

D. First Envelope – Evaluation of Technical Offers

At the first stage of the evaluation process, only the Technical Offers shall be opened and evaluated. The purpose of this stage shall be to determine whether each proposal substantially complies with the technical requirements and specifications set out in the Bidding Documents.

Technical Offers that meet the requirements of the FCC and are considered technically responsive shall be retained for further consideration.

Where permitted under the applicable procurement rules, a proposal containing minor, non-material deviations, omissions or deficiencies may be considered further, subject to such clarification or correction not materially altering the substance of the Bid or affecting the relative position of the bidder.

Technical Offers that are substantially non-responsive, materially deviate from the requirements of the FCC, or fall outside the scope of the requirements shall be rejected and shall not be considered at the subsequent stage of the evaluation process.

E. Second envelope – Financial Proposals

Evaluation of Financial Proposals

Following completion of the technical evaluation, only the Financial Proposals of bidders whose Technical Proposals have been determined to be substantially responsive shall be opened and evaluated.

The Financial Proposals of non-responsive bidders shall remain unopened and may be returned to the respective bidders.

The contract shall be awarded in accordance with the evaluation methodology and award criteria specified in this RFP.

No bidder shall be permitted to make any material alteration to its original Technical or Financial Offer other than changes expressly agreed or permitted by the FCC in accordance with the applicable procurement requirements.

Section	Description	Envelope
Section 5	Technical Proposal	Technical Proposal Envelope
Section 6	Bid Submission Form	Technical Proposal Envelope
Section 7	Property Details Form	Technical Proposal Envelope
Supporting Documents	All technical supporting documents, plans, photographs, permits, evidence of ownership/authority to lease and any other documents required under this RFP	Technical Proposal Envelope
Section 8	Financial Proposal	Financial Proposal Envelope

Important:

- The **Technical Proposal Envelope** shall contain **no pricing information whatsoever**.
- The **Financial Proposal Envelope** shall contain only the completed **Financial Proposal (Section 8)** and any documents specifically required in support of the financial offer.
- Any Technical Proposal containing financial information may be declared non-responsive.
- Both sealed envelopes shall be enclosed in one outer sealed envelope clearly marked in accordance with Clause 11.2 (Sealing and Marking of Bids).

9.0. Bid Currencies / Bid Price

All prices shall be quoted in **Mauritian Rupees**.

10.0 Period of Validity

Bids shall remain valid for a period of ninety (90) days after the deadline for Bid Submission prescribed by the FCC.

A bid valid for a shorter period may be rejected **as non-responsive**.

In exceptional circumstances, the Financial Crimes Commission (FCC) may request bidders to extend the validity period of their bids. Such requests and responses shall be made in writing.

Bidders agreeing to an extension of the bid validity shall not be permitted to modify their bids.

11.0 Submission of Bids

11.1. Format and Signing of Bids

The bidder shall prepare one original of the bid. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorised to bind the bidder to the contract.

11.2. Sealing and Marking of Bid

The Bid shall comprise:

- i. **One sealed envelope containing the Technical Proposal**, clearly marked:

"TECHNICAL PROPOSAL"

Procurement Reference No.: **20 of 2026/2027**

Rental of Office Space for FCC Sub-Office in Rodrigues

Name and Address of Bidder

- ii. **One sealed envelope containing the Financial Proposal**, clearly marked:

"FINANCIAL PROPOSAL"

Procurement Reference No.: **20 of 2026/2027**

Rental of Office Space for FCC Sub-Office in Rodrigues

Name and Address of Bidder

The two sealed envelopes shall be enclosed in **one outer sealed envelope** clearly marked:

Procurement Reference No.: 20 of 2026/2027

Rental of Office Space for FCC Sub-Office in Rodrigues

Addressed to:

The Acting Director

Corporate Services Division

Financial Crimes Commission

FCC Headquarters

Réduit Triangle, Moka

12.0. Deadline for Submission of Bids / Late Bids

Bids must be sent to the Financial Crimes Commission Headquarters, Réduit Triangle, Moka, by **registered post** by 23 October 2026 at 14.00 hours at latest as indicated in Bid Data Sheet.

Any bid received by the FCC after the deadline for submission of bids will be rejected and returned unopened.

13.0 Opening and Evaluation of Bids

13.1 Opening of Bids

The FCC will open all bids on 23 October 2026 at 14.00 hours.

13.2 Preliminary Examination

Prior to the detailed evaluation, the FCC will determine the substantial responsiveness of each **Technical Proposal** submitted under the **two-envelope bidding procedure**. Under this procedure, the **Technical Proposals** and **Financial Proposals** shall be submitted in separate sealed envelopes. Only the Technical Proposals shall be opened and examined at the initial stage of the evaluation process, while the Financial Proposals shall remain sealed and securely retained by the FCC.

A substantially responsive Technical Proposal is one which conforms to all the terms, conditions and requirements of the Instructions to Bidders (ITB) without material deviations.

The FCC will examine the Technical Proposals to determine whether they are complete, whether all required documents have been submitted and duly signed, and whether the proposals are generally in order and responsive to the requirements of the RFP.

Only bidders whose Technical Proposals are determined to be substantially responsive shall qualify for the next stage of the evaluation process. The Financial Proposals of such bidders shall subsequently be opened and evaluated. The Financial Proposals of bidders whose Technical Proposals are found to be non-responsive shall remain unopened and shall be returned in accordance with the provisions of this RFP.

13.3 Evaluation and Qualification

Evaluation Process

Bids shall be evaluated by an Evaluation Committee appointed by the Financial Crimes Commission (FCC).

The evaluation process shall include the following stages:

1. Compliance with required office area (minimum 80 m2).
2. Location and accessibility
3. Condition and suitability of premises
4. Availability of utilities and services
5. Security and safety features
6. Parking facilities.
7. Compliance with applicable office space and planning requirements.
8. Financial proposals.

14.0 Lease period

The lease shall be for an initial period of three (3) years, commencing from the date specified in the lease agreement. The lease may thereafter be renewed on a yearly basis by mutual written agreement between the parties, subject to the terms and conditions of the lease agreement and any applicable laws and regulations.

15.0 Site Inspection

- (i) Premises shortlisted for further consideration shall be subject to a site inspection prior to award of the contract.
- (ii) The inspection shall include but not be limited to the assessment of:
 - Physical condition of the office space.
 - Safety and security features
 - Availability of required facilities
 - Accessibility; and
 - Compliance with the requirements specified in the bidding document.

16.0 Clarifications of Bids

To assist in the examination, evaluation and comparison of bids, the FCC may at its discretion ask the bidder for clarification of its technical proposal. The request for clarification and response shall be in writing and no change in the substance of the bid shall be sought, offered or permitted.

The FCC may conduct clarification meetings with each or any bidder to discuss any matter, technical or otherwise, where the FCC requires amendments or changes to be made to the Technical Proposal. The changes to be made shall be recorded and signed by both parties.

17.0 Payment of Rent

The agreed monthly rental shall be paid by the Financial Crimes Commission (FCC) in accordance with the terms and conditions of the executed lease agreement. Any adjustment to the rental amount during the lease period shall be subject to mutual agreement between the parties and shall be governed by the applicable contractual and legal provisions.

18.0 Award of Contract

18.1 Award Criteria:

The FCC will establish a list of preferred bidders in the order following the evaluation of proposals received. Contract shall be awarded to the bidder having submitted a responsive proposal, subject however to the quoted rates being found reasonable by the FCC.

18.2 Rights of the FCC

The FCC reserves the right to accept or reject any Bid, 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(s).

18.3 Notification of Award

Prior to the expiration of the period of Bid Validity the FCC shall notify the successful bidder of its selection for award while at the same time informing the unsuccessful bidders of the name of the selected bidder and the amount of rent payable.

18.4 Signing of the Contract

The public body shall promptly issue its letter of award to the successful bidder and forward to him the draft contract.

Within 15 days of receipt of the Contract the successful Bidder shall sign, date and return it to the FCC.

SECTION 3

BID DATA SHEET

The following specific information for the rental to be procured shall complement, supplement, or amend the provisions in the instruction to Bidders. Whenever there is a conflict, the provisions herein shall prevail over the corresponding provisions of the **Instructions to Bidders (ITB)**.

SN	Particulars	Details
1	Procuring Entity	Financial Crimes Commission (FCC)
2	Procurement Reference Number	No. 20 of 2026 / 2027
3	Procurement Method	Request For Proposal
4	Subject of Procurement	Rental of Office Space with amenities to accommodate FCC Sub- Office in Rodrigues
5	Lease Period	Three (3) years
6	Bid Validity Period	90 days from the date of the submission of bids.
7	Documents to be submitted	Each bid shall contain the following: A. Administrative Documents - Completed and signed Bid Submission Form - Copy of National Identify Card or Certificate of Incorporation/ company registration documents as applicable. - Proof of ownership of the premises. - Letter of authorisation to lease the premises, where applicable and B. Technical documents - Detailed description of the premises. - Floor plans / layout drawings. - Photographs of the premises. - Location details. - Proposed availability date of the premises. C. Financial Documents - Proposed monthly rental price. - Annual rental cost.

8	Bid Submission deadline	Bids must be sent to the Financial Crimes Commission Headquarters, Réduit Triangle, Moka, by registered post by 23 October 2026 at 14.00 hours at latest as indicated in Bid Data Sheet. Any bid received by the FCC after the deadline for submission of bids will be rejected and returned unopened.
9	Bid Validity Period	Bids shall remain valid for a period of ninety (90) days after the deadline for Bid Submission prescribed by the FCC.
10	Bid Opening	The FCC will open all bids on 23 October 2026 at 14.00 hours.
11	Evaluation of Bids	The evaluation process shall include the following stages: 1. Compliance with required office area between 75 m2 and 100 m2 approximately. 2. Location and accessibility. 3. Condition and suitability of premises 4. Availability of utilities and services 5. Security and safety features. 6. Parking facilities. 7. Compliance with applicable office space and planning requirements. 8. Financial proposals
12	Currency of Bid	Mauritian Rupees (MUR)
13	Office surface Area Required	An office space between 75 m2 and 100 m2 approximately in the region of Port Mathurin, Rodrigues
14	Intended Use	Administrative office accommodation

15	Payment Terms	The agreed monthly rental shall be paid by the Financial Crimes Commission (FCC) in accordance with the terms and conditions of the executed lease agreement
16	All communication must be directed to:	The Acting Director Corporate Services Division Financial Crimes Commission Headquarters Réduit Triangle, Moka
17	Bid Opening Venue	Financial Crimes Commission (FCC) Headquarters, Réduit Triangle, Moka.
18	Proposed Lease Commencement date	01 January 2027
19	Site Visit / Inspection	Mandatory. The FCC reserves the right to inspect all shortlisted premises prior to contract award.

SECTION 4

SCHEDULE OF REQUIREMENTS

Rental Office Space with amenities to accommodate FCC Sub-office in Rodrigues

- 1.0. Proposed Office space to accommodate FCC Sub- office **between 75 m2 and 100 m2.**
- 2.0. The office space should preferably be ready for occupation with all the specified amenities as from **01 January 2027.**
- 3.0. Proposed office space is preferred to be in the vicinity of Port-Mathurin, Rodrigues.

4.0. Office space Conditions Requirements

The proposed premises shall:

- Be structurally sound and fit for occupation;
- Be well maintained and in good overall conditions;
- Have adequate lighting and ventilation;
- Have flooring, walls and ceilings that are clean and in good conditions;
- Be free from structural defects, health and safety risks or environmental hazards;
- Be suitable for immediate occupation, and;
- Have Insurance cover

5.0. Utilities and Services

The proposed premises shall provide the following utilities and services:

A. Electricity

- A reliable electricity supply;
- An adequate number of electrical outlets to support normal office operations; and
- Electrical installations that comply with applicable safety standards.

B. Water

- A continuous and reliable water supply
- Functional and well-maintained sanitary facilities

C. Telecommunications

The premises shall have access to:

- Telephone services;
- Reliable Internet connectivity;
- Adequate mobile network coverage.

6.0. Security Requirements

The proposed premises shall provide, at a minimum, the following security features:

- Secure doors and windows
- Adequate external lighting
- Appropriate measures to prevent unauthorized access.

The following security features would be considered an advantage:

- Intruder alarm systems
- Security barriers or controlled access systems
- CCTV or other surveillance systems.

7.0. Parking Slots

A minimum of 5 **parking** is required with ease of access to parking facilities for vehicle service. Bidders are invited to specify number of parking slots available.

8.0. Airconditioning facilities

The proposed premises shall be equipped with adequate air conditioning facilities suitable for supporting normal office operations and ensuring a comfortable working environment.

9.0. Other facilities

- Provision should be made for curtains/blinds.
- Office space to be accommodated with a water tank of capacity 2000 litres plus Pump facility
- There should be adequate natural lighting through glazed openings.
- Office space to be centrally located with easy facilities of public transport.
- The other areas such as toilet should be properly ventilated. There should be adequate natural ventilation through openings in all areas.

- Office space should be provided with emergency fire exit doors to satisfy the requirement of Mauritius Fire & Rescue Service and also satisfy Occupational Health and Safety requirements.
- Openings should be fitted with burglar-proof reinforcement and should withstand cyclonic winds. The office space should be insulated against flooding.
- The office space should be freshly painted

10.0. Bidders should submit the layout plans and detailed drawings of the premises being proposed

SECTION 5

BID SUBMISSION FORM FOR TECHNICAL PROPOSAL

Bidders are required to indicate whether the proposed premises comply with each of the following requirements by indicating "Yes" or "No". Any additional information should be provided in the Remarks column.

Requirements	Proposals	Remarks
Required floor Area – 75 m2 to 100 m2 approximately Please specify in the remark Column.		
Ready for occupation with all the specified amenities as from 01 January 2027;		
Open office space		
Office		
Meeting room		
Filing/Storage area (preferred)		
Kitchenette		
Toilet facilities		
Reliable Electricity supply		
Continuous Water supply		
Internet connectivity		
Telephone services		
Fire Safety compliance		
Secure doors and windows		
Parking facilities (specify Number of slots)		
Accessibility requirements		
Air conditioning facilities		
Openings should be fitted with burglar-proof reinforcement		
Office space to be accommodated with a water tank of capacity 2000 litres plus water Pump facility		

There should be adequate natural lighting through glazed openings		
Office space to be centrally located with easy facilities of public transport		
The other areas such as toilet should be properly ventilated. and adequate natural ventilation through openings in all areas		
Office space should be provided with emergency fire exit doors to satisfy the requirement of Mauritius Fire & Rescue Service and also satisfy Occupational Health and Safety requirements		
Openings should be fitted with burglar-proof reinforcement and should withstand cyclonic winds. The office space should be insulated against flooding		
The office space should be freshly painted		

Bidder's Declaration

I/We hereby certify that the information provided in this Technical Compliance Sheet is true, complete, and accurate to the best of my/our knowledge. I/We understand that any false or misleading information may result in the disqualification of this bid.

Name of Bidder/Authorised Representative: _____

Signature: _____

Date: _____

Official Stamp (where applicable): _____

SECTION 6

BID SUBMISSION FORM

Procurement Reference Number: 20 of 2026 / 2027

Tender Title: **Rental Office Space with amenities to accommodate FCC Sub-office in Rodrigues**

Bid Submission

I / We, the undersigned, hereby submit our bid for the rental of office premises in accordance with the requirements, terms and conditions set out in the bidding document.

1. Bidder Details

Bidder Name :

Address :

.....

Contact Details :

Email address:

3, Rental Offer

Monthly Rental offered (MRU):

Annual Rental: MRU

Lease Period Offered:

4. Bidder's Declaration

I/ We confirm that:

- The information in this bid is true, complete and accurate.
- I/We have the legal authority and right to lease the premises.
- I/We accept and agree to comply with the conditions contained in the bidding document

Name :

.....

Signature :

Date :

Official stamp (Where applicable)

SECTION 7
PROPERTY DETAILS FORM

SN	Description	DETAILS SPECIFY
1	Property Address	
2	Owner Name	
3	Year Constructed	
4	Total Floor Area	
5	Number of rooms	
6	Parking Availability – Minimum five (5)	
7	Electricity supply	
8	Water supply	
9	Internet availability	
10	Security Features	
11	Availability date	
12	Airconditioning facilities	
13	Toilet facilities	

Property Owner/Bidder Declaration

I/We confirm that the information provided in this Property Details Form is true, complete, and accurate.

Name of Owner/Bidder/Authorised Representative:

Signature: _____

Date: _____

Official Stamp (where applicable)

SECTION 8

BID SUBMISSION FORM FOR FINANCIAL PROPOSAL

Procurement Reference Number 20 of 2026 / 2027

Tender Title Rental Office Space with amenities to accommodate FCC Sub-office in Rodrigues

I / We, the undersigned, hereby submit our financial bid for the rental of office premises described in our technical proposal and in accordance with the requirements of the Bidding Document.

Descriptions	Amount (MUR)
Monthly Rental Fee	
Security Deposit Required	

2. Rental Cost Inclusions

The bidder shall indicate whether the rental include the following items:

Item	Included (Yes/ No)	Remarks
Office space maintenance		
Common Area maintenance		
Security Services		
Water charges		
Electricity charges		
Internet charges		
Other services (Specify)		

3. Declaration

I/ We confirm that the information provided in this Financial Proposal Form is true, complete and accurate;

Name of Bidder/ Authorised Representative:.....

Signature :.....

Date :.....

Official stamp (Where applicable)

SECTION 9

GENERAL CONDITIONS OF CONTRACT

1.0. Scope of Contract

The Contract shall provide for the rental of office accommodation located in Rodrigues for occupation and use by the Financial Crimes Commission (FCC), in accordance with the FCC's Requirements, Technical Specifications and the terms and conditions of the Contract.

2.0. Applicable Law

The Contract shall be governed and construed in accordance with the laws of the Republic of Mauritius, including all other applicable legislation.

3.0. Contract Documents

The following documents shall constitute the Contract and shall be read and interpreted as complementary:

- (a) Letter of Acceptance;
- (b) Lease Agreement;
- (c) General Conditions of Contract;
- (d) FCC's Requirements;
- (e) Bid Submission Form and Financial Proposal;
- (g) Clarifications and Addenda, where applicable.

4.0. Duration of Contract

The lease shall commence on the date specified in the Contract and shall remain valid for a period of **three (3) years**, unless terminated earlier in accordance with the provisions of the Contract.

Subject to satisfactory performance and mutual agreement between the parties, the FCC may negotiate an extension of the lease on terms and conditions to be agreed.

5.0. Description of Premises

The premises shall:

- Be located in Rodrigues, preferably in or within close proximity to Port Mathurin.
- Be suitable for office accommodation and office use with the required amenities.
- Be delivered vacant and ready for immediate occupation.
- Comply with all applicable planning, building, health, safety and fire regulations.
- Be maintained in a safe, secure and serviceable condition throughout the Contract period.

6.0. Rent

The monthly rental payable shall be the amount stated in the Contract.

Unless otherwise provided in the Special Conditions of Contract, the rent amount shall remain fixed throughout the initial lease period.

No adjustment or variation of rent shall be made unless agreed in writing by both parties in accordance with the Contract.

7.0. Payment

Rental payments shall be made monthly in arrears upon submission by the Lessor of a valid invoice for the rental charges due.

The Lessee shall effect payment within thirty (30) days of receipt of a correct, complete, and duly supported invoice, provided that the Lessor has complied with all obligations under this Contract.

8.0. Maintenance

The Lessor shall be responsible for all major maintenance works, structural repairs, and any repairs necessary to keep the premises in a safe and tenantable condition.

The Organisation shall be responsible only for routine housekeeping and minor repairs arising from normal day-to-day use of the premises, excluding fair wear and tear.

9.0. Inspection

Prior to the award of the Contract, the Organisation may inspect the premises to verify their suitability, condition, and compliance with the requirements of the Contract.

10. Insurance

The Lessor shall, at its own expense, maintain adequate insurance coverage for the premises, including insurance against fire and such other insurable risks as are customary for similar properties.

The FCC shall be responsible for insuring its own furniture, equipment, documents, and any other movable assets located on the premises.

11. Confidentiality

The Lessor shall treat as confidential all information, documents, records, and data relating to the FCC, its operations, activities, employees, or affairs that come into the Lessor's possession or knowledge in connection with this Contract.

The Lessor shall not disclose, publish, or otherwise make such information available to any third party without the prior written consent of the FCC, except where such disclosure is required by law, a court of competent jurisdiction, or a regulatory authority.

The obligations of confidentiality under this Clause shall survive the expiry or termination of this Contract.

12. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under this Contract where such failure or delay is caused by an event of Force Majeure beyond its reasonable control.

For the purposes of this Clause, a Force Majeure event includes, but is not limited to:

- Cyclones;
- Floods;
- Earthquakes;
- Civil unrest;
- Epidemics or pandemics;
- Government actions, restrictions, or orders; and
- Any other event beyond the reasonable control of the affected party.

The party affected by the Force Majeure event shall notify the other party in writing without undue delay, providing details of the event, its expected duration, and its impact on the performance of its obligations. The affected party shall use all reasonable endeavours to mitigate the effects of the Force Majeure event and resume performance as soon as reasonably practicable.

Where the Force Majeure event continues for a period exceeding ninety (90) consecutive days, either party may terminate the Contract by giving written notice to the other party, without liability, except in respect of obligations accrued prior to the date of termination.

13.0 Termination

13.1 Termination for Convenience

The FCC may terminate this Contract, in whole or in part, for its convenience by giving the Lessor not less than three (3) months' prior written notice.

13.2 Termination for Default

The FCC may terminate this Contract with immediate effect by written notice to the Lessor where:

- the Lessor commits a material breach of this Contract and, where the breach is capable of remedy, fails to remedy the breach within the period specified by the FCC after receiving written notice to do so;
- the premises become unsafe, unfit, or unsuitable for occupation or for the intended purpose of this Contract;
- the Lessor becomes insolvent, enters into liquidation or administration, or is otherwise unable to pay its debts as they fall due; or
- the Lessor has submitted false, inaccurate, or misleading information or documents during the procurement process or in connection with this Contract.

13.3 Termination by the Lessor

The Lessor may terminate this Contract by giving the FCC not less than three (3) months' prior written notice where the FCC has committed a material breach of this Contract and, where the breach is capable of remedy, has failed to remedy the breach within thirty (30) days after receipt of written notice requiring it to do so.

14.0 Dispute Resolution

The parties shall use their best endeavours to resolve amicably, through good faith consultation and negotiation, any dispute, controversy, or claim arising out of or in connection with this Contract.

Where the parties are unable to reach an amicable settlement within a reasonable period, the dispute shall be referred to the competent courts of the Republic of Mauritius, which shall have jurisdiction to determine the matter.

This Clause shall not prevent either party from seeking urgent interim or injunctive relief from a court of competent jurisdiction where such relief is necessary¹⁹. The FCC requires all bidders, tenderers, and the Lessor to observe the highest standards of ethics, integrity, and professional conduct throughout the procurement process and during the performance of this Contract.