



THE MUNICIPAL COUNCIL OF VACOAS-PHOENIX

INVITATION OF BIDS FOR THE LEASE OF ONE OFFICE SPACE/COMMERCIAL UNIT AT THE STONE MASONRY BUILDING, ST PAUL ROAD, VACOAS

(opposite Dr Maurice Curé State Secondary School)



**The Municipal Council of Vacoas-Phoenix
Town Hall Building
St Paul Road
Vacoas**

**Tel: 696 2975/76/77
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March 2026

THE MUNICIPAL COUNCIL OF VACOAS-PHOENIX

BID SUBMISSION FORM

ONE OFFICE SPACE/COMMERCIAL UNIT AT THE STONE MASONRY BUILDING
(OPPOSITE DR MAURICE CURÉ STATE SECONDARY SCHOOL)

Office Space/Commercial Unit	Area in Square metres (approx.)	Quoted – Monthly Rent (Rs)
1 + (10 parking slots)	105	

I, Mr/ Mrs/ Messrs.....
In the case of a company: Name of Company:..... To submit Certificate of Incorporation To submit Business Registration Number Name of Representative:
National Identity Card Number:
Address:
After having taken cognizance of the conditions of the bid document, I do hereby declare that I agree to the said conditions and bid for the sum of Rupees ----- ----- per month for One Office Space/Commercial Unit at the Stone Masonry Building (opposite Dr Maurice Curé State Secondary School)
Proposed activity to be carried out by bidder:

Fax Number	
Tel Number (Mobile/ Office)	
Email address	
Date	
Signature of Bidder and seal of company's (if applicable)	

THE MUNICIPAL COUNCIL OF VACOAS-PHOENIX

CONDITIONS FOR THE RENTAL OF ONE OFFICE SPACE/COMMERCIAL UNIT AT THE STONE MASONRY BUILDING, (OPPOSITE DR MAURICE CURÉ STATE SECONDARY SCHOOL)

In this document

A. Lessor is The Municipal Council of Vacoas-Phoenix

B. Lessee is the bidder whose offer would be accepted

1. The lease of one office space/commercial unit including 10 parking slots (or the "Premises") will be for an initial period of **three years** and renewable thereafter for a further period of **three (3) years** on such terms and conditions including the revision of monthly rental payable as per provision of the this agreement.

1.1 There shall be no tacit reconduction of the lease agreement.

1.2 The revision of monthly rental payable after the period of three years shall be at the sole discretion of the Lessor and the Lessee shall ascertain with the Lessor the revision monthly rental prior to the expiry of the lease.

1.3 Should the lease be thereafter renewed, the monthly rental as decided by the Lessor shall take effect on the beginning of the renewed lease agreement and the Lessor shall have the right to claim all arrears in rental for the new rent. For avoidance of doubt the new rental shall not be subject to any dispute by the Lessee.

1.4 The Premises shall be used solely for the purpose of an office or commercial space.

1.5 The monthly rental shall be increased every year as per the Consumer Price Index (CPI)

2. The rental payment of the aforesaid lease of one office space/commercial unit including 10 parking slots shall be payable on a monthly basis before the 5th of each month. Such payment shall be made to the Financial Controller, Finance Department, Town Hall Building, Municipal Council of Vacoas-Phoenix, St Paul Road, Vacoas

3. Security Deposit

Immediately upon or before the execution of this agreement, the Lessee shall pay to the Lessor a sum **equivalent to three (3) months rental** (Hereinafter referred to as a "Security deposit") by way of deposit and as security for the due observance and performance by the

Lessee of the Lessee's covenants, the terms, stipulations and conditions herein contained in this agreement.

The Security deposit shall be maintained at the aforesaid sum during the term and shall not without the prior consent in writing of the Lessor be treated as payment of rental for any period of the lease herein and/or any other monies due to the Lessor under this agreement. Subject always to the Lessee observing and complying with all the terms and conditions herein, the Security deposit shall be refunded to the Lessee free of interest upon the expiry of this lease less whatever sums as may then be due to the Lessor whether as a result of the breach of any terms and stipulations herein contained or otherwise, including but not limited to any legal costs which the Lessor may incur in demanding recovering the rental herein or in enforcing any of its rights herein, and without prejudice to any other claims which the Lessor may have against the Lessee under the terms of this lease.

4. The Lessee shall not be entitled to sell, transfer, cede, sub-let, let, assign or otherwise dispose of the aforesaid lease. The Lessor may, however, in the exercise of its absolute discretion authorize a transfer of the aforesaid lease until its expiry, whenever it is satisfied of the Lessee's inability, physical or mental, to continue his activities. Such transfer shall be subject to all the terms and conditions of the Contract.
5. The Lessee's death or winding up or removal from the companies' register or otherwise being defunct shall put an end to the Contract.
6. The Lessor reserves the right to carry out any structural change including the opening of new doors or the closure of existing ones or to alter the general layout of the building without the Lessee being entitled to any compensation for loss of activities or otherwise. In case of demolition and reconstruction of the outer walls of the premises, Lessor also reserves the right to reduce the size of the office space/commercial unit if it is necessary.
7. The Lessee shall seek Lessor's authorisation in writing before carrying out any alteration, renovation or installation in the office space/commercial unit, including the opening of new doors or the closure of existing ones or to alter the general layout. Such changes shall be carried out at his/her own cost and after having obtained written authorisation of the Lessor. A bank guarantee representing the costs to restore the office space/commercial unit to its original state shall be submitted by the Lessee before effecting any change/modification to the said office space/commercial unit.

8. At the end of this Agreement, any fixtures, fittings, additions, or installations added to the office space/commercial unit shall either:
 - a. be left "in situ" in the office space/commercial unit, in which case they shall automatically accrue to the Lessor without any indemnity to the Lessee, or
 - b. be removed by the Lessee who shall forthwith restore the office space/commercial unit to its original state at his/her own expense prior to vacating the Premises.

9. The Lessee shall not carry out any activity in the said office space/commercial unit until all taxes and dues are paid.

10. (a) Termination

Provided always and it is hereby agreed by the parties to this agreement hereto as follows:-

It shall be lawful for the Lessor at any time thereafter to serve a termination notice in the following event:-

- a. If the rental or such other monies hereby reserved and payable by the Lessee or any part thereof shall be in arrears and unpaid after becoming due and demandable in accordance with the provisions hereof (whether formally demanded or not); or
- b. If the lessee shall fail, default or neglect in the observance or performance of any of the covenants, stipulations or agreements on its part herein contained, or
- c. If the Lessee shall do any act, or thing whereby the Lessor's rights hereunder shall or may be prejudiced, then in any of such aforesaid cases it is hereby mutually agreed that a reasonable time in which to remedy the breach or the subject matter of the said termination notice shall be the delay as specified in the latter notice, and if on the expiry of the period specified in the said notice the breach complained of has not been remedied, the Lessor shall forthwith be at liberty to:
 - I. Either insist on the specific performance of this lease or re-enter upon and take possession of the said premises by means of a '**WRIT HABERE FACIAS POSSESSIONEM**', if applicable, without prejudice to the right of the Lessor to forfeit the security deposit and any other rights of the Lessor herein provided including the right of action of the Lessor in respect of any antecedent breach of the agreements, stipulations and regulations on the part of the Lessee herein contained.
 - II. **To forfeit the security deposit**
 - III. To claim from the Lessee arrears in rental
 - IV. To notify and recover for any costs and damages suffered by the lessor due to the termination of the lease including but not limited to any legal costs and fees which the Lessor may incur in enforcing any of its rights herein.

10 (b) Termination

Either party may put an end to the present contract upon mutual agreement before the expiry date, by giving **1 month's notice** by registered post to the other party and the liability of either party in respect of early termination of the present contract, shall be limited to the payment of a sum equivalent to 1 month rent, notwithstanding any amount of rent due by the Lessee up to date of vacation of premises, as mutually agreed.

If the Lessee intends to terminate the contract, as mutually agreed, the security deposit will be forfeited by the Lessor and the Lessee should effect a payment of a sum equivalent to 1 month's rent, notwithstanding any amount of rent due.

11. The Lessor reserves the rights to cause the office space/commercial unit to be so altered, repaired or reconstructed as it may deem advisable without payment of any compensation to the Lessee thereof. Such right will be extended to any alteration, repair or reconstruction of the interior installation of the office space/commercial unit should the Lessor consider it advisable.
12. The Lessee shall have no claim to any indemnity, compensation or damages as a result of such alteration, repair or reconstruction.
13. Should the Lessee be found guilty by a Court of Law of an offence while carrying out its activities in the said premises, the Lessor shall rescind the contract by notice in writing and without any judicial or extra judicial process. The Lessee shall forthwith vacate the office space/commercial unit and remove all articles therefrom; he/she shall not be entitled to the payment of any indemnity, compensation or damages.
14. Should the Lessor decide at any time to pull down and reconstruct the Premises or to make any alterations whatsoever to it, including the opening of new doors, closure of existing ones, alterations of the general layout of the premises the Lessor shall be entitled to put an end to the contract by **giving three months' advance notice** to the Lessee of its intention to do so and the Lessee shall thereupon vacate the office space/commercial unit at the appointed date; the Lessee shall not be entitled to the payment of any indemnity, compensation or damages.
15. The Lessee shall comply with all Lessor's Regulations which are in force or shall hereafter be proclaimed or passed and nothing therein contained shall be held to affect, qualify or limit the full effect of the said regulations.
16. The Lessee shall be responsible for the good maintenance of the office space/commercial unit allocated to him/her. He/she shall make good at his own costs all damages caused to the office space/commercial unit being occupied by him/her in the exercise of his/her activities.
17. If the Lessee makes use of electricity and water for his/her activities, he/she shall make his own arrangements for electric and water supply at his/her own costs, including the payment of the charges for the electric consumption and water supply, with the approval of Lessor.

18. If the Lessee makes use of telephone, fax and/or internet for his activities, he/she shall make his own arrangements for the telephone line at his/her own costs, including the payment of the charges for the calls and the rentals, with the approval of Lessor.
19. The Lessee shall take appropriate insurances to cover all the liabilities of his/her occupation of the Premises and the operation of his/her activities.
20. Throughout the duration of the rental the Lessee shall be responsible for and make good any damage to the office space/commercial unit caused by, unauthorised works, fixtures and fittings, additions, tampering, misuse or the fault of the Lessee or any of his/her employees, customers or visitors.
21. The Lessee shall not-
 - a) place goods, cases, boxes or other objects in or otherwise obstruct the passageway.
 - b) keep or stock on the Premises any inflammable, dangerous or noxious substance without the Lessor's prior written authorisation.
 - c) alter, adapt or interfere with the electrical and telecom wiring or installation of the Building in the office space/commercial unit in any manner whatsoever, save that he/she may, with the Lessor's written approval, carry out internal electrical installation from the main fuse switch supplied.
 - d) do any act which can tamper with the historical cachet of the Premises.
22. The Lessor shall not be responsible for any injury or damage sustained by the Lessee or any of his /her employees, customers, or visitors save and except such injury or damage directly caused by any defect in the structure of the building which has been brought to the attention of the Lessor..
23. The Lessee shall provide a plastic bin for the disposal of garbage or other waste. Bulky waste must be disposed of off the building at the Lessee's own expense.
24. Should any amount due has to be recovered by an attorney by way of a notice "mise en demeure" , the Lessee undertakes to pay the attorney's fee and costs.

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INSTRUCTIONS TO BIDDERS

(a) "The bidder should provide accurate information on any conviction by any Court of Law for fraudulent or corrupt or collusive or coercive practice as hereunder: -

(i) whether the bidder be it a person or a company has been convicted of any offence;

(ii) whether the person managing/representing the company (including its directors or shareholders) making the bid has been convicted;

or

(iii) whether any other company managed/represented by that person has been convicted.

Any such conviction against the bidding company or person managing/representing (including directors and shareholders) the bidding company or any other company managed by that person managing/representing the bidding company may result in the rejection of the bid. Non-disclosure of such information may also result in the rejection of the bid."

(b) The Council may terminate the Contract, by giving not less than seven (7) days' written notice of termination to the bidder after the occurrence of any of the events specified in sections (i) and (ii) hereunder:

(i) If the bidder (including its directors and shareholders) , in the judgement of the Council has engaged in any corrupt or fraudulent or collusive or coercive practice in competing for or in executing the Contract; and

(ii) If the Council becomes aware during the execution of the contract that the bidder did not disclose that he or it (including its directors and shareholders) were under a declaration of ineligibility for corrupt or fraudulent or collusive or coercive practice.

For the purpose of this clause, corruption offence shall be as defined under the Financial Crimes Commission Act 2023.

SUBMISSION OF BIDS

1. Please note that the Bids in sealed envelopes addressed to the Chief Executive of the Municipal Council of Vacoas-Phoenix should be deposited in the Bid Box found at the Registry, Administration Department, 2nd floor, St Paul Road, Municipal Council of Vacoas-Phoenix, Vacoas **not later than 15 hrs on Tuesday 07 April 2026.**
2. Bids should remain valid for a period of **(ninety) 90** days from the closing date
3. **Site Visits**

Prospective bidders are advised to visit the site prior to submission of bids by contacting the Head, Public Infrastructure Department, on **696 2975** during office hours.

KINDLY NOTE THAT BIDS RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL NOT BE ACCEPTED.

THE COUNCIL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY BID.