



**COUNTY GOVERNMENT OF KISUMU
DEPARTMENT OF ROADS TRANSPORT AND PUBLIC
WORKS**

**EXPRESSION OF INTEREST FOR
LEASING OF LAND (MURRAM SITE)**

NYAKACH SUB COUNTY

TENDER NUMBER: EO/RT&PW/LL/NYK/001/2020-2021

CLOSING DATE: 6 /11/2020

**Prepared by:
The Chief Officer-Finance
County Government of Kisumu
P. O. Box 2738
Kisumu.**

**Issued by:
County Secretary
County Government of Kisumu
P.O. Box 2738.
Kisumu.**

SECTION I: INVITATION TO TENDER

Date:

EXPRESSION OF INTEREST FOR LEASING OF LAND

(MURRAM SITE)

TENDER REF. NO. TENDER NO: CGK/RT&PW.....

- 1.1 The County Government of Kisumu (CGK) Department of Roads Transport and Public works (hereafter referred to as „’the leaser‘‘) invites parties who are interested in leasing a land on a one-year lease agreement.
- 1.2 A complete set of tender documents may be downloaded free of charge from the County Government of Kisumu website at <https://www.kisumu.go.ke> or from the Public Procurement Information Portal at <https://tenders.go.ke> Suppliers portal www.suppliers.treasury.go.ke. bidders who download the documents from the Public Procurement information Portal must forward their particulars immediately to www.suppliers.treasury.go.ke.
- 1.3 Prices quoted should be net, inclusive of all taxes, and delivery must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.
- 1.4 Tenders must be accompanied by a Tender security of the quoted amount in the form of a guarantee from a reputable commercial bank or insurance company in Kenya approved by Public Procurement Regulatory Authority.

DULY COMPLETED EXPRESSION OF INTEREST IN PLAIN SEALED ENVELOPE CLEARLY MARKED-EXPRESSION OF INTEREST FOR LEASING OF LAND (MURRAM SITE) TENDER NO..... (INLINE WITH THE SUB COUNTY AS INDICATED ABOVE)

**Should be addressed to,
COUNTY SECRETARY,
COUNTY GOVERNMENT OF KISUMU
P.O BOX 2738-40100
KISUMU.**

AND DEPOSITED IN THE TENDER BOX PROVIDED AT ROADS, TRANSPORT AND PUBLIC WORKS OFFICE LOCATED AT BANDANI AS TO BE RECEIVED BY FRIDAY 6TH NOVEMBER 2020 AT 10.00 AM.

SECTION II: INSTRUCTIONS TO TENDERERS

1.0 INTRODUCTION

The County Government of Kisumu will enter into lease agreements with bidders who will have submitted their bids in accordance with the method of selection detailed in clause 13.0.

2.0 ELIGIBILITY OF TENDERERS

2.1 This Invitation to tender is open to all the interested and eligible bidders as described in invitation to tender (ITT) above.

2.2 County Government of Kisumu Department of Roads Transport and Public Works employees, are not eligible to participate in the tender.

2.3 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent Practices or debarred to participate in public procurement.

3.0 COST OF BIDDING

Please note the following:

- (i) the costs of preparing the tender and of negotiating the Contract, including any visit to the county premises are not reimbursable as a direct cost of the assignment; and
- (ii) County Government is not bound to accept any of those costs regardless of the conduct or outcome of the bidding process.

4.0 BID DOCUMENTS

4.1 The contents of the Bid documents are listed below and should be read in conjunction with any addendum issued by The County Government (the leaser).

Section I	:	Invitation To Tender
Section II	:	Instruction To bidders
Section III	:	Business Questionnaire
Section IV	:	Evaluation criteria
Section v	:	General Conditions of the contract
Section VI	:	Financial Forms

4.2 The bidder must familiarize themselves with the conditions and take them into account in preparing their tender. To obtain first-hand information on the assignment and on the conditions, bidders are encouraged to liaise with the Leaser regarding any information that they may require before submitting a tender.

5.0 AMENDMENTS AND REQUESTS FOR CLARIFICATIONS

5.1 At any time prior to the deadline for submission of tenders, the county government of Kisumu for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder may modify when there is an addendum to that effect.

5.2 In order to allow prospective bidders reasonable time in which to take the addendum into account in preparing their tenders county government of Kisumu at its discretion, may extend the deadline for the submission of tenders.

5.3A prospective bidder requiring any clarification of the tender document may notify the leaser in writing at the entity's address indicated herein. The leaser will respond in writing to any request for clarification of the tender documents received.

5.4 Bidders may request a clarification of the tender document only up to four [7] days before the tender submission date. Written copies of the leaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

5.5 The leaser shall reply to any clarifications sought by the bidders within 5 days of receiving the request to enable the bidder to make timely submission of his/her tender.

5.6 For all enquiries or clarifications, please contact County Secretary County Government of Kisumu vide the following:

(i) Email address: www.kisumu.go.ke

6.0 PREPARATION OF BIDS

6.1 TECHNICAL PROPOSAL

6.1.1 Bidders are expected to examine all instructions, forms, terms, requirements and other information in the bid document. Failure to submit a bid that is not substantially responsive may result in the rejection of bid. A bid will be deemed responsive when all the required documents/information is furnished.

6.2 FINANCIAL PROPOSAL

6.2.1 In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions outlined in the tender document.

6.2.2. The Financial Proposal should clearly identify as a separate amount, the duties, fees, levies and other charges imposed under the law.

7.0 VALIDITY PERIOD OF THE TENDER

7.1 Bids shall remain valid for a period of ninety (90) days from the date of bid submission prescribed by the County Government of Kisumu.

8.0 SUBMISSION OF BIDS

- 8.1 The bidder has been provided with various forms to complete. These shall constitute part of this tender.
- 8.2 It is the duty of the bidder to ensure that he carefully reads the tender document to enable him/her adequately complete the bid documents. Failure to furnish all information required by the tender document or to complete/submit the bid in conformity with the requirements of this tender document shall result to its disqualification / rejection.
- 8.3 The bidder shall submit his/her bid as a single package. The submitted bid must conform to the format prescribed in Section I of this tender document.
- 8.4 All bids must be completed and be **signed** by the bidder or a person duly authorized. Any alteration and over writing should be initialed by the person signing the bid document. A bid not duly signed shall be considered nonresponsive and shall be disqualified.
- 8.5 Where the bidder submits unsealed or improperly marked envelopes the bid will be disqualified and the Board will not assume any responsibility for the bids misplacement or mishandling.

9.0 LANGUAGE OF THE BID

The language of the correspondences shall be in English language. Any printed literature furnished by the bidder may be written in another language provided they are accompanied by an accurate English translation of the relevant passages, which for purposes of interpretation of the bid, the English language translation shall govern.

10.0 PRICE

- 10.1 Bidders shall express the price of their lease proposals in **Kenya Shillings**. In the event that the bidder elects to submit the bid in any other currency, the county shall reserve the right to accept or reject the bid in total. Where the county government of Kisumu accepts the bid the conversion to Kenya Shillings shall be effected using the selling exchange rate applied by Central Bank of Kenya on the closing day of the tender.

12.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 12.1 The bidder may modify or withdraw its bid after submission; provided that the modification, substitution or written notice of withdrawal of the bid is received by the leaser prior to the deadline prescribed for submission of bids. No bid may be modified or withdrawn after the deadline for submission of bids.
- 12.2 The bidder's modification or withdrawal notice shall be packaged and dispatched in accordance with tender procedures. A withdrawal notice may be sent by email.

12.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the bidder on the bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of his bid security.

13.0 EVALUATION OF THE BIDS

13.1 PRELIMINARY EXAMINATION OF BIDS

13.1.1 The county shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and whether the bids are generally in order.

13.1.2 If a bid is not substantially responsive, it shall be rejected by the county and may not subsequently be made responsive by the Bidder by correction of the nonconformity. A substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning failure to comply with any one of the mandatory requirements, shall be deemed to be a material deviation.

13.2 EVALUATION PROCESS /CRETARIA

The Tender Processing committee appointed by the Departmental Chief officer shall evaluate the bids on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows;

a) Preliminary Mandatory Requirements

Bids not meeting all the mandatory requirements will receive no further consideration during the evaluation process. The Bidders shall be required to provide/meet the following: -

- i) Copy of National Identity Card/ Registration certificate for firms
- ii) Copy of current/valid tax compliance certificate issued by the Kenya Revenue Authority
- iii) Copy of the title deed/Lease Title/Allotment Letter
- iv) Copy of valid recent search certificate
- v) Attach a formal application stating sub county and the wards where the land lies.
- vi) serialization of the document
- vii) Environment Impact Assessments Test(EIA)

b) Technical requirements

- i) Attach material (murrum) lab test certificate----- (35mrks)
- ii) Attach Proof of access to site (map) ----- (25mrks)
- iii) Attach a valuer report----- (40mrks)
- Total ----- (100mrks)

b) Comparison of financial offers

Bidders to indicate their prices that will be subjected to comparison alongside other competitors

GENERAL CONDITIONS

- i. Preference will be given to land that lies centrally within the sub county
- ii. Confirmatory lab test to be run after evaluation
- iii. Leasing period shall be one calendar year

14.0 NEGOTIATIONS

14.1 Before the award of the lease agreement, the leaser may conduct negotiations with the successful evaluated bidders. The aim is to reach agreement on all points and sign a contract.

15.0 NOTIFICATION OF AWARD AND CONTRACTING

15.1 Prior to the expiration of the period of tender validity, the county will notify the successful bidder in writing that his/her bid has been accepted.

15.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the bidder and the leaser. Simultaneously the other bidders shall be notified that their bids were not successful.

15.3 Successful bidder(s) shall be required to enter into a formal contract with the leaser whose contents shall be derived mainly from this tender document and the bid submitted.

15.4 Successful bidder shall sign a contract with the leaser within 14 days from the date of award.

15.5 The Laws of Kenya shall be applicable to the formal contract.

16.0 CORRUPT OR FRAUDULENT PRACTICES

The leaser requires that all Tenderers observe the highest standards of ethics during the tendering process, execution of contracts and when the contract is in force. The leaser will not enter into contract with any bidder who has engaged in corrupt or fraudulent practices during the tendering process.

Canvassing in any form is strictly prohibited and will lead to automatic disqualification.

SECTION IV: TECHNICAL BID FORMS

FORM T1: CONFIDENTIAL QUESTIONNAIRE

You are required to give the full particulars and disclosures sought for in this Questionnaire as far as it is applicable to your firms/individual details.

PART 1: GENERAL INFORMATION

- a) Names _____ in _____ full: _____ Age _____
- b) Nationality _____ Country of Origin _____
- c) Citizenship Details: _____
- d) Postal address of business: _____ Tel No. _____
- e) Fax No. _____ E-mail add. _____
- f) Current Location sub county and ward _____
- g) Plot No _____
- h) State if the land is owned or leased: _____
- i) If leased confirm that the rates are either up-to date or in arrears: _____
- j) Name of your local bankers: _____ Branch _____

Confirmation of Declarations made

I/We the undersigned certify that the information given in this form is true to the best of my/our belief and knowledge.

Full Names of

Authorized Official _____

Designation _____

Bidder's Signature & Official Company Stamp _____

Date _____

NB: Completion of this form does not constitute a contract or commitment on the part of the leaser to provide and/or guarantee offer of the lease

FORM F3: PRICE SCHEDULE FORM (NOT TO BE FILLED)

You are provided with the bid price table hereafter to place your bid to **leasing of Board's house in Spring Valley, Nairobi**

No.	Location	N0.	Area In acres	Rate per acre (Kshs)	Total in (ksh.)
1					

SECTION G. TENDER FORM AND PRICE SCHEDULES (NOT TO BE FILLED)

(i) Form of Tender

Date: _____

Tender N^o: _____

To:

.....
[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... [Insert numbers],

The receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....

..... [Description of services] In conformity with the said tender documents for the sum of..... [Total tender amount in words and figures]

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by

.....(Procuring entity).

4. We agree to abide by this Tender for a period of.[number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____.

_____ [Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

(ii) CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name
 Location of Business Premises
 Plot No.,..... Street/Road
 Postal address Tel No. Fax Email.....
 Nature of Business
 Registration Certificate No.....
 Maximum value of business which you can handle at any one time
 Kshs.
 Name of your bank

	Part 2 (a) – Sole Proprietor																																								
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details.....																																								
	Date..... Signature of Tenderer.....																																								
	Part 2 (b) – Partnership																																								
	Given details of partners as follows																																								
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	Date..... Signature of Tenderer.....																																								
	Part 2 (c) – Registered Company																																								
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows																																								
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	Date.....Signature of Tenderer..... of																																								

(iii) Tender Security Form

Whereas..... *[Name of the tenderer]*
(Hereinafter called “the tenderer”) has submitted its tender dated
.....*[Date of submission of tender]* for the supply
of..... .. *[Name and/or
description of the goods]*
(Hereinafter called “the
Tender”).

KNOW ALL PEOPLE by these presents that
WE.....

Of..... Having our registered
office at (Hereinafter called “the Bank”), are bound
unto.....
[Name of procuring entity] (Hereinafter called “the Procuring entity”) in the sum
of

For which payment well and truly to be made to the said Procuring entity, the Bank
binds itself, its successors, and assigns by these presents. Sealed with
the Common Seal of the said Bank this _____ day of _____ 20 .

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) Fails or refuses to execute the Contract Form, if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

Section I. Contract Form

THIS AGREEMENT made the _____ day of _____ 20 _____
between.....[*name of Procurement entity*] of..... [*Country of Procurement entity*] (Hereinafter called “the Procuring entity”) of the one part
and..... [*Name of tenderer*] of..... [*City and country of tenderer*] (Hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for certain goods, viz.,..... [*Brief description of goods*] and has accepted a tender by the tenderer for the supply of those goods in the sum of..... [*Contract price in words and figures*] (Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer;
 - (b) The Schedule of Requirements; (c)The Technical Specifications; (d)The General Conditions of Contract; (e)The Special Conditions of Contract; and
 - (f)The Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ _ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

In the presence of _____

Section J. Performance Security Form

To:

[Name of procuring entity]

WHEREAS. *[Name of tenderer]*

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract

No. _____ *[reference number of the contract]* dated _____

20 _____ to

supply.....

..... *[Description of goods]* (Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee: THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of.....

[Amount of the

guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of.....

[Amount of guarantee] as aforesaid,

without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING
OFFICER

SELF DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box
being a resident of in the Republic of
..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

FORM OF CONTRACT

THIS AGREEMENT, made the _____ day of _____ 2020
Between **THE COUNTY GOVERNMENT OF KISUMU DEPARTMENT OF ROADS
TRANSPORT AND PUBLIC WORKS** of Post office Box number 2738 – 40100 Kisumu
(hereinafter called “**the Leaser**”) of the one part and [Name of bidder] of Post Office Number
..... (hereinafter called “**the Bidder**”) of the other part.

WHEREAS the Leaser is desirous that the bidder executes the lease agreement for leasing
of Land (hereinafter called “the service”) and the Leaser has accepted the tender submitted by
the firms/owner for the execution and completion of such project for the **Contract
Price of Kshs..... only.**

NOW THIS AGREEMENT WITNESSETH as follows: -

1.0 In this Agreement, words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract hereinafter referred to.

2.0 The following documents shall be deemed to form an integral part and shall be read and
construed as part of this Agreement viz:

- (i) Terms and Conditions of the Tender document
- (ii) Priced Schedule of Rates
- (iii) Notification of award

3.0 In consideration of the payments to be made by the leaser to the bidder as hereinafter
mentioned, the firm/bidder hereby Covenants with the leaser to execute and complete
the project in conformity with the provision of the contract.

4.0 The Leaser hereby covenants to pay the bidder in consideration of the execution and
completion of the project the Contract Price or such other sum as may become payable
under the provisions of the Contract at the times and in the manner prescribed by the
Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the
day and year first before written.

Signed for County Government of Kisumu _____
by:

Name

In the presence of:

**ACCOUNTING OFFICER
;ROADS TRANSPORT
AND PUBLIC WORKS**

Signed for the bidders“ firm by:

Name

(Who warrants that he is duly authorized to sign)

In the presence of:
