



**TECHNICAL UNIVERSITY OF  
MOMBASA P.O. Box 90420-80100**

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**Email: [procurement@tum.ac.ke](mailto:procurement@tum.ac.ke)**

**TENDER NO: TUM/T/33/2023-2024**

**TENDER FOR DISPOSAL OF ASSORTED BOARDED ITEMS**

**CLOSING/OPENING DATE & TIME: Tuesday, 28<sup>TH</sup> MAY, 2024 AT  
10.00AM**

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# TENDER FOR DISPOSAL OF ASSORTED BOARDED ITEMS

(1) NAME AND CONTACT ADDRESSES OF PROCURING

ENTITY:

TECHNICAL UNIVERSITY OF MOMBASA  
P.O. BOX 90420-80100 MOMBASA,  
KENYA [procurement@tum.ac.ke](mailto:procurement@tum.ac.ke)

(2) Invitation to Tender (ITT) No. TUM/T/33/2023-2024

Tenderer's Name: TENDER FOR DISPOSAL OF ASSORTED BOARDED ITEMS

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**INVITATION TO TENDER**  
**TECHNICAL UNIVERSITY OF**  
**MOMBASA**  
**P.O. BOX 90420-80100 MOMBASA, KENYA**

**TENDER NAME: TENDER FOR DISPOSAL OF ASSORTED BOARDED ITEMS**  
**TENDER NO.: TUM/T/33/2023/2024**

1. Technical University of Mombasa now invites sealed tenders from eligible candidates to Purchase of Assorted Boarded Store items.
2. Interested eligible candidates may obtain further information at the address provided below. **Items will be sold as they are, without any encumbrances.**
3. Interested tenderers may inspect the goods to be sold during office hours *i.e. 0900 to 1500 hours* at the address given below.
4. A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of KES 1000 payable to *Technical University of Mombasa National Bank Account 01021007510801(hard copy)* or from Technical University of Mombasa website: [www.tum.ac.ke](http://www.tum.ac.ke) or PPIP portal <http://tenders.go.ke> **free of charge**. Bidders are encouraged to download tender documents to minimize physical visit to TUM Offices due to harsh economic times.
5. Tenderers will be required to pay in advance a fundable deposit as indicated in the Appendix to Instructions to tenderers.
6. Completed tenders must be delivered to the address below on or before **Tuesday, 28<sup>th</sup> May, 2024** at 10.00 a.m. Electronic Tenders *will not* be permitted.
7. Prices quoted should be net, must be in Kenya Shillings and shall remain valid for the period to be determined by the Procuring Entity from the closing date of the tender.
8. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
9. Late tenders will be rejected.
10. The addresses referred to above are:

- A. Address for obtaining further information, and for inspecting the goods to be sold.

TECHNICAL UNIVERSITY OF  
MOMBASA, MAIN CAMPUS,  
TUDOR PROCUREMENT  
DEPARTMENT  
P.O. BOX 90420-80100 MOMBASA, KENYA  
TEL: (+254) 0208095365/ (+254) 0208095368 (+254) 020 8095371/0733 955377  
EMAIL: [procurement@tum.ac.ke](mailto:procurement@tum.ac.ke)

- B. Address for Submission of Tenders.

VICE CHANCELLOR  
TECHNICAL UNIVERSITY OF  
MOMBASA  
MAIN CAMPUS, TUDOR  
Administration Ground<sup>Floor</sup>, TENDER BOX A  
P.O. BOX 90420-80100 MOMBASA, KENYA  
TEL: (+254) 0208095365/ (+254) 0208095368 (+254) 020 8095371/0733 955377  
EMAIL: [procurement@tum.ac.ke](mailto:procurement@tum.ac.ke)

- C. Address for Opening of Tenders.

TECHNICAL UNIVERSITY OF  
MOMBASAMAIN CAMPUS,  
ADMINISTRATION BLOCK, 1<sup>ST</sup>  
FLOOR, CONFERENCE ROOM  
P.O. BOX 90420-80100 MOMBASA, KENYA  
TEL: (+254) 0208095365/ (+254) 0208095368 (+254) 020 8095371/0733 955377  
EMAIL: [procurement@tum.ac.ke](mailto:procurement@tum.ac.ke)

VICE CHANCELLOR  
TECHNICAL UNIVERSITY OF MOMBASA

## **SECTION I - INSTRUCTIONS TO TENDERERS**

### **1 Eligible Tenderers**

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to instructions to tenderers.
- 1.2 Tenderers shall be under a declaration of ineligibility for corrupt or fraudulent practices
- 1.3 Technical University of Mombasa's employees, committee members, board members and their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse are not eligible to participate in the tender unless where specifically allowed under section 131 of the Act.
- 1.4 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

### **2. Cost of Tendering**

- 2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the Technical University of Mombasa, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2 Technical University of Mombasa shall allow the tenderer to review the tender document and the goods to be sold free of charge before tendering.

### **3. The Tender Document**

- 3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- i) Invitation to tender,
- ii) Instructions to tenderers,
- iii) Schedule of items and prices,
- iv) Conditions of Tender,
- v) Form of tender,
- vi) Confidential Business Questionnaire Form,
- vii) Tender Commitment Declaration Form.

- 2.1 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

#### **4 Clarification of Documents**

- 4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring Entity in writing or by post at the entity's address indicated in the Invitation for tenders. The Procuring Entity will respond in writing to any request for clarification of the tender documents, which it receives not later than thirty (30) days prior to the deadline for the submission of tenders, prescribed by the Procuring Entity. Written copies of the Procuring entities 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.
- 4.2 Clarification of tenders shall be requested by the tenderer to be received by the Technical University of Mombasa not later than 7 days prior to the deadline for submission of tenders.
- 4.3 Technical University of Mombasa shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

#### **5 Amendment of Documents**

- 5.1 At any time prior to the deadline for submission of tenders, the Procuring Entity, may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment
- 5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment in to account in preparing their tenders, the Procuring Entity, at its discretion, may extend the deadline for the submission of tenders.

#### **6 Tender Prices and Currencies**

- 6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the item sit proposes to purchase under the contract.
- 6.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non- responsive and will be rejected.
- 6.3 The Price quoted shall be in Kenya Shillings.

#### **7 Tender deposit**

- 7.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices, to the Bank account indicated in Section III - Schedule of Items and Prices. **The tender shall place a deposit 2% of total value bided.**
- 7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the tender for the item.
- 7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible as but not later than Seven (7) days after the expiration of the period of tender validity prescribed by the Procuring Entity.
- 7.4 The successful Tenderer's tender deposit will be credited to his tender price so that it forms part of the amount of the tender and the tender will be required to pay the tender price less the deposit security.
- 7.5 The tender deposit shall be forfeited:
- a) If a tenderer withdraws its tender during the period of tender validity specified by the Procuring Entity.
  - b) In the case of a successful tenderer, if the tenderer fails to pay the balance of the tender price.

## **8 Validity of Tenders**

- 8.1 Tenders shall remain valid for **90 days** or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Procuring Entity, pursuant to paragraph 2.10. Tender valid for the Procuring Entity as non-responsive shall reject a shorter period.
- 8.2 In exceptional circumstances, the Procuring Entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. The tender deposit provided under paragraph 2.7 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

## **9. Viewing of Tender Items**

- 9.1 Prospective tenders are advised to view the items to be sold before tendering. This will enable them to arrive at the most reasonable and competitive tenders. Tenders are based on "**AS WHERE IT IS AND THE CONDITION IT IS IN**" and the conditions of the items are not guaranteed or warranted by the seller.

## **10. Sealing and Marking of Tenders**



- 10.1 The Tenderer shall deliver the Tender in a single, sealed envelope bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single outer envelope, the Tenderer shall place another sealed envelope containing the list of and prices of the items tendered for and addressed as follows.
- a) Bear the name and address (including telephone number and email) of the Tenderer;
  - b) Bear the name and Reference number of the Tender;
  - c) Bear the name and address of the Procuring Entity; and
  - d) Attach a payment slip or certified banking details from a bank, warranting the deposit payment made for the items tender for.
- 10.2 If all envelopes are not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender, or failure to contact the tenderer in case of advice on the status of the tender or refund of deposit. Tenders that are misplaced or opened prematurely will not be accepted.

#### **Deadline for Submission of Tenders**

Tenders must be received by Technical University of Mombasa at the address specified not later than **Tuesday 28<sup>th</sup>, May, 2024 at 10.00a.m.**

The Procuring Entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5. in which case all rights and obligations of the Procuring Entity and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

## **12. Modification of tenders**

- 12.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 12.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.

12.2 No tender may be modified after the deadline for submission of tenders

### **13 Withdrawals and tenders**

13.1 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender deposit, pursuant to paragraph 2.7.5

### **14 Opening of Tenders**

14.1 Technical University of Mombasa will open all tenders in the presence of tenderers' representatives who choose to attend at **Tuesday, 28<sup>th</sup> May, 2024 at 10.00 am.** and in the location specified in the invitation to tender. The tenderers or representatives who are present shall sign a register evidencing their attendance.

14.2 The tenderers' names, tender modifications or withdrawals, tender prices, and the presence or absence of requisite tender deposit and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

14.3 Technical University of Mombasa will prepare minutes of the tender opening.

### **15 Clarification of tenders**

15.1 To assist in the examination, evaluation and comparison of tenders the Procuring Entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

15.3 Any effort by the tenderer to influence the Procuring Entity in the Procuring Entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

### **16 Evaluation and Comparison of Tenders**

16.1 Technical University of Mombasa will examine the tenders to determine whether they are complete, whether the tenderer has fulfilled the eligibility criteria, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non-responsive, will be rejected by the Procuring Entity.

16.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

16.3 Technical University of Mombasa will evaluate and compare the tenders, which have been determined to be substantially responsive.

**a) Mandatory Requirements**

The Bids not meeting all the mandatory requirements will receive no further consideration during the evaluation process. The tenderers shall be required to-

- i. ID/ Certificate of registration/ Certificate of incorporation
- ii. A valid License for Waste Management/ Disposal or equivalent from relevant authority where applicable.
- iii. Fill the price schedule in the format required
- iv. Fill the form of tender in the format required
- v. Fill the deposit form in the format required
- vi. Attach a banker slip/ receipt for deposit.
- vii. Duly filled Self-declaration forms
- viii. Duly filled Self-declaration that the person/ tenderer will not engage in any corrupt or fraudulent practice
- ix. Duly filled Declaration and commitment to the code of ethics

**b) Comparison of financial offers.**

The technically qualified bidder with the highest rate(s) shall be awarded the tender.

16.4 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

**17 Award Criteria**

17.1 The Procuring Entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to **be the highest tendered price**, subject to the reserve price.

**18 Notification of Intention to enter into a Contract/Notification of Award**

18.3 Prior to the expiration of the period of tender validity, Technical University of Mombasa will notify the successful tenderer in writing that its tender has

been accepted.

18.4 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

**18 Canvassing/Contacting the Procuring Entity**

18.1 No tenderer shall contact Technical University of Mombasa on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

18.2 Any effort by a tenderer to influence Technical University of Mombasa in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

## SECTION II - SCHEDULE OF ITEMS AND PRICES

### Notes on schedule of Items and Prices

1. The Procuring Entity will prepare the schedule of items being sold, marking each item with a unique number. Where items are to be sold as a lot, the lots must be clearly indicated in the schedule.
2. The schedule of items and prices will include a column for the deposit to be paid by the tenderer for the item and lot. The deposit amount should be indicated by the Procuring Entity.
3. The tenderer shall complete the tender by preparing and completing the Table below, indicating the items tendered for and the prices offered and striking out those not tendered for. The Procuring Entity will complete columns 1-4 and 7 and the Tenderer will complete columns 5 and 6, and sign as indicated below.

### SCHEDULE OF ITEMS AND PRICES

SNo	Item Description	Code No. (Where applicable)	Unit of Issue	Qty	Reserve Price	Bid deposit 2% of total Value bided	Price Quoted (KES.)
	Item Description	Code No. (Where applicable)	Unit of Issue	Qty	Estimated current value		
1.	Computer table	TUM/cst/fun/0018564	Pc	1	1,000.00		
2.	Computer table	TUM/mb-comm/fun/03469	Pc	1	1,000.00		
3.	Computer table	TUM/mb-comm/fun/03468	Pc	1	1,000.00		
4.	Computer table	TUM/mb-comm/fun/03470	pc	1	1,000.00		
5.	Computer table	TUM/cst/fun/0018661	pc	1	1,000.00		
6.	Computer table	TUM/cst/fun/0018665	pc	1	1,000.00		
7.	Computer table	TUM/mb-comm/fun/03465	pc	1	1,000.00		
8.	Super sound speaker	TUM/mb-comm/peg/03442	pc	1	3,000.00		
9.	Super sound speaker	TUM/mb-comm/peg/03444	pc	1	3,000.00		
10.	Super sound speaker	TUM/cst/cne/01865 5TUM/mb-comm/peg/03443	pc	1	3,000.00		
11.	Super sound speaker	TUM/cst/cne/01865	pc	1	3,000.00		

SNo	Item Description	Code No. (Where applicable)	Unit of Issue	Qty	Reserve Price	Bid deposit 2% of total Value bided	Price Quoted (KES.)
		6					
12.	TV Sony	TUM/est/cne/0018658	pc	1	5,000.00		
13.	TV Sony	TUM/mb/comm/cne/03455	pc	1	5,000.00		
14.	APC Power Back Ups (UPS)	TUM/cst/cne/001857	pc	1	100.00		
15.	APC Power Back Ups (UPS)	TUM/cst/cne/001859	pc	1	100.00		
16.	APC Power Back Ups (UPS)	TUM/cst/cne/001858	pc	1	100.00		
17.	DVD Player (Philips)	TUM/cst/cne/0018517 TUM/mb/comm/cne/03391	pc	1	3,000.00		
18.	Epson Projector + Epson Remote	TUM/cst/0018520 TUM/mb/comm/peq/03424	pc	1	2,000.00		
19.	PA Cassette Amplifier	TUM/cst/cne/0018518	pc	1	1,000.00		
20.	Computer Monitors (HP)	TUM/cst/cne/0018605	pc	1	500.00		
21.	Computer Monitors (HP)	TUM/cst/cne/0018602	pc	1	500.00		
22.	Computer Monitors (HP)	TUM/cst/cne/0018590	pc	1	500.00		
23.	Computer Monitors (HP)	TUM/cst/cne/0018	pc	1	500.00		
24.	Computer Monitors (HP)	TUM/cst/cne/0018604	pc	1	500.00		
25.	Computer Monitors (HP)	TUM/cst/cne/0018587	pc	1	500.00		
26.	Computer Monitors (HP)	TUM/cst/cne/0018599	pc	1	500.00		
27.	Computer Monitors (HP)	TUM/cst/cne/0018	pc	1	500.00		
28.	Computer Monitors (HP)	MPUC/01/HOS/04/01/00079	pc	1	500.00		
29.	Computer Monitors (HP)	MPUC/01/Mda/04/01/01159	pc	1	500.00		
30.	Computer Monitors (HP)	MPUC/01/Mda/04/01/00698	pc	1	500.00		
31.	Computer Monitors (HP)	TUM/cst/cne/0018600	pc	1	500.00		
32.	HP Scan Jet	Cn5aesr2pue	Pcs	1	500.00		
33.	Computer Monitor Lenovo	Tum/aud/cawe/cne/01515	Pcs		500.00		

SNo	Item Description	Code No. (Where applicable)	Unit of Issue	Qty	Reserve Price	Bid deposit 2% of total Value bided	Price Quoted (KES.)
				1			
34.	Computer Monitor Lenovo	Tum/cst/cne/001860 1	Pc	1	500.00		
35.	HP Computers	Tum/cst/cne/001859 1	Pc	1	500.00		
36.	HP Computers	SN/cnc838qk6y	Pc	1			
37.	HP Computers	Tum/cst/cne/18519	Pc	1	500.00		
38.	HP Computers	Tum/cst/cne/001859 8	Pcs	1	500.00		
39.	HP Computers	Tum/cst/cne/001888	Pcs	1	500.00		
40.	HP Computers	Tum/cst/cne/001851 3	pcs	1	500.00		
41.	APC Power Backup	Bx650 CT-AF SN/3b1410 x 18100	pcs	1	100.00		
42.	APC Power Backup	Tum/Hrm/cne/0029 675	pcs	1	100.00		
43.	Wooden Office Table	SN/2005080294	pcs	1	500.00		
44.	Broken Silver Stand (Tripod)	SN/2005080295	pcs	1	100.00		
45.	Scrap Iron Sheet /metals and scrap furniture	N/A	Kg	1	30.00		
46.	Containers	N/A	Pcs	1	75.000,00		
47.	Student centre Scrap metals, iron sheets and 2 burnt containers (All scrap at the student centre)	N/A	Lot	1	300,000.00		
48.	Plastic Tank	N/A	Pcs	1	100.00		
49.	Fridge	N/A	Pcs	1	500.00		
50.	Freezer	N/A	Pcs	1	500.00		
51.	HP SERVER	HSTNS-212	Pcs	1	1,000.00		
52.	HP SERVER	HSTNS - 1022	Pcs	1	1,000.00		
53.	HP SERVER	HSTNS - 1022	Pcs	1	1,000.00		
54.	APC	SYBT5	Pcs	1	200.00		
55.	APC	SYPM4K1	Pcs	1	200.00		
56.	APC	SYBT5	Pcs	1	200.00		
57.	APC	SYBT5	Pcs	1	200.00		
58.	APC	SYPM4K1	Pcs	1	200.00		
59.	APC	SYPM4K1	Pcs	1	200.00		

SNo	Item Description	Code No. (Where applicable)	Unit of Issue	Qty	Reserve Price	Bid deposit 2% of total Value bided	Price Quoted (KES.)
60.	APC	SYBT5	Pcs	11	200.00		
61.	APC	SYPMOK1	Pcs		50.00		
62.	APC	SUA30001	Pcs		50.00		
63.	APC	SUA3001	Pcs	1	500.00		
64.	APC	US1012214315	Pcs	1	200.00		
65.	APC	US1012119569	Pcs	1	100.00		
66.	D-LINK	DGS312048PC	Pcs	1	100.00		
67.	CISCO	WS-C3750G-2405-SIUV05	Pcs	1	100.00		
68.	CISCO	WS-C3560X-24P-LV06	Pcs	1	100.00		
69.	D-LINK	C4A81DO4D7250-3A	Pcs	1	100.00		
70.	LEVELONE	FSW-2450	Pcs	1	100.00		
71.	CISCO	WS-C3560X-24P-LV06	Pcs	1	100.00		
72.	CNET	18-1J-H240CFH	Pcs	1	100.00		
73.	CISCO	CISCO2901/K9V02	Pcs	1	100.00		
74.	CISCO	ASA5500	Pcs	1	100.00		
75.	D-LINK	DGS-3120-24PC	Pcs	1	100.00		
76.	LEVELONE	FSW-2450	Pcs		100.00		
77.	HP P2035	CE461A	Pcs	1	100.00		
78.	HP P2014	CB450A	Pcs	1	100.00		
79.	HP 1320	Q5927A	Pcs	1	100.00		
80.	HP PRO300	CE903A	Pcs	1	100.00		
81.	HP P2055D	CE457A	Pcs	1	100.00		
82.	APC	BX700UI	Pcs	1	200.00		
83.	APC	BV8001-MSX	Pcs	1	200.00		
84.	APC	BX650CI-AF	Pcs	1	200.00		
85.	HP COMPAQ	7600	Pcs	1	100.00		
86.	HP COMPAQ	7600	Pcs	1	100.00		
87.	HP COMPAQ	4531	Pcs	1	100.00		
88.	HP MOTHERBOARD	PAMEFOPPIZP76E	Pcs	1	100.00		
89.	HP MOTHERBOARD	PALTPOHD6ZA10C	Pcs	1	100.00		
90.	HP MOTHERBOARD	PCEBFOHCY5P2YP	Pcs	1	100.00		



SNo	Item Description	Code No. (Where applicable)	Unit of Issue	Qty	Reserve Price	Bid deposit 2% of total Value bided	Price Quoted (KES.)
91.	HP MOTHERBOARD	PALPOES5YDHW0	Pcs	1	100.00		
92.	HP MOTHERBOARD	PCEBFOECY5GART	Pcs	1	100.00		
93.	HP MOTHERBOARD	PDHPBOJCY4J69K	Pcs	1	100.00		
94.	HP MOTHERBOARD	PCBWUONCY2RIXN	Pcs	1	100.00		
95.	HP MOTHERBOARD	PAUFDORWYR1JH	Pcs	1	100.00		
96.	HP MOTHERBOARD	PCEBFOED64WOAS	Pcs	1	100.00		
97.	HP MOTHERBOARD	PCEBFOECY4MPEF	Pcs	1	100.00		
98.	CICSO	MAC:2C3F38BE6560	Pcs	1	200.00		
99.	BATTERY	FG20721	Pcs	1	50.00		
100.	BATTERY	FG20721	Pcs	1	50.00		
101.	BATTERY	FG20721	Pcs	1	50.00		
102.	BATTERY	FG20721	Pcs	1	50.00		
103.	BATTERY	FG20721	Pcs	1	50.00		
104.	BATTERY	FG20721	Pcs	1	50.00		
105.	BATTERY	FG20721	Pcs	1	50.00		
106.	BATTERY	FG20721	Pcs	1	50.00		
107.	BATTERY	FG20721	Pcs	1	50.00		
108.	BATTERY	LEOCH	Pcs	1	50.00		
109.	Firewood from trimming trees	N/A	Lot	1	80,000.00		
110.	Plastic seat chairs	N/A	Pcs	1	50.00		
111.	Worn-out doors	N/A	Lot		200.00		
112.	Welding machines	N/A	Pcs	1	2,000.00		
113.	Grinder machine	N/A	Pcs	1	1,000.00		
114.	Broken tiles	N/A	Lot	1	200.00		
115.	Tv Sanyo	N/A	Pcs	1	500.00		
116.	Washing machine (LG)	N/A	Pcs	1	2,000.00		
117.	Cooker	N/A	Pcs	1	200.00		
118.	Deep-fry	N/A	Pcs	1	200.00		
119.	Sufuria 70ltr capacity	N/A	Pcs	1	1,000.00		
120.	Double sink	N/A	pcs	1	200.00		
121.	Horse reel	N/A	Pcs	1	100.00		

SNo	Item Description	Code No. (Where applicable)	Unit of Issue	Qty	Reserve Price	Bid deposit 2% of total Value bided	Price Quoted (KES.)
122.	Glass bottles	N/A	Pcs	1	10.00		
123.	Fridge	N/A	Pc	1	1000.00		
124.	Double sink	N/A	Pc	1	200.00		
125.	Worn-out tyres	N/A	Pc	1	50.00		
126.	Weighing scale	N/A	Pc	1	300.00		
127.	Worn-out office chairs	N/A	Pcs	1	200.00		
128.	Microwave ramtons	N/A	Pcs	1	200.00		
129.	Single Kitchen sink	N/A	Pcs	1	100.00		
130.	Elba cooker	N/A	Pcs	1	300.00		
131.	N150 Batteries (12V)	N/A	ltr	1	1,000.00		
132.	Used oil	N/A	Pcs	1	10.00		
133.	Water Dispenser	N/A	Pcs	1	200.00		
134.	Louver Fittings	N/A	Lot	1	100.00		
135.	Fluorescent Fittings	N/A	Pcs	1	500.00		
136.	Radio	N/A	Pcs		500.00		
137.	Mattresses	N/A	Lot		2000.00		
138.	Office Table	N/A	Pcs	2	200.00		
139.	Office Chair	N/A	Pcs	10	200.00		
140.	Fan	N/A	Pcs	1	100.00		
141.	Water Dispenser	N/A	Pcs	1	200.00		
142.	Empty Cartridges		Pcs	15	0.00		

NB: Quoted value for item 45 plus 46 at the student centre shall be compared with the value quoted for item No. 47 and award to the highest quoted items or the Lot. **i.e. if value 45 + value 46 > 47 award to 45+46 and vice versa.**

The Deposit(s) will be made to the Account as detailed below (details to be completed by the Procuring Entity).

**Technical University of Mombasa**

**National Bank, TUM branch**

**Account No. 01021007510801**

### **SECTION III - CONDITIONS OF TENDER**

- 1.1 A tenderer may tender for each item or each lot and may tender for as many items or lots as she/he wishes.
- 1.2 A tenderer will pay a deposit in advance before the closing date of the tender for each item or lot tendered for as indicated in the schedule of items and prices.
- 1.3 Tenderers who will be awarded contracts will be required to pay for the items after 14 days and not later than 21 days. Failure to which the contract award will be cancelled and the deposit forfeited. If there is an administrative review, the review procedures shall be followed.
- 1.4 Tenderers who will not be awarded contracts will be refunded the deposits within fourteen (14) days after notification of the communication of the contract awards.
- 1.5 Tenderers will be required to collect the items they have paid for within fourteen (14) days after making the payment, failure to which storage charges will be charged as indicated in the appendix to Conditions of Tender.
- 1.6 The Procuring Entity will retain confidential reserve prices for all the items. Items tendered for below the reserve price will be retained by the Procuring Entity.

## **SECTION IV - STANDARD FORMS**

### **Note on Standard Forms**

The form of tender, the confidential business questionnaire form and the tender deposit commitment declaration form must be completed by the tenderers and returned with the tender. Failure to complete any of these forms will lead to the disqualification of the tenderer.

**1. Form of Tender**

To:

.....  
 .....

.....  
 [name and address of Procuring Entity]

Date:.....

Tender No.....

Gentlemen and/or Ladies:

1. Having examined the tender documents including addenda and having examined the items on sale, we the undersigned, offer to purchase and collect all the items offered to us in conformity with the said tender documents for the sum of.....[total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Items and Prices attached here with and made part of this Tender.
2. We undertake, if our Tender is accepted, to pay for and collect the items in accordance with the requirements of the tender.
3. We agree to adhere by the tender price 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.
4. We understand that you are not bound to accept the highest or any tender that you may receive.

**SCHEDULE OF ITEMS AND PRICES**

1	2	3	4	5	6	7
ItemNo.	DescriptionofItem	Unitof Issue	TotalQuantity Quantity	Unitprice	TotalTender Price	RequiredDeposit
1						
2						

Dated this day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
 [signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**Confidential Business Questionnaire Form**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2(c) whichever applies to your type of business.  
 You are advised that it is a serious offence to give false information on this form.  
 You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2(c) whichever applies 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 ..... E mail .....

Nature of Business .....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time – Kshs. ....

Name of your bankers ..... Branch .....

	Part 2 (a) – Sole Proprietor																				
	Your name in full ..... Age ..... Nationality ..... Country of origin ..... ..... • Citizenship details ..... <input type="checkbox"/>																				
	Part 2 (b) Partnership																				
	Given details of partners as follows: <table style="width:100%; border:none;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:20%;">Nationality</th> <th style="width:30%;">Citizenship Details</th> <th style="width:20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> Signature and Company stamp or Seal.....	Name	Nationality	Citizenship Details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
Name	Nationality	Citizenship Details	Shares																		
1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	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 <table style="width:100%; border:none;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:20%;">Nationality</th> <th style="width:30%;">Citizenship Details</th> <th style="width:20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....				
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1.....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		

	<p>.....</p> <p>4.</p> <p>.....</p> <p>.....</p> <p>5</p> <p>.....</p>
<p>Date ..... Signature of Candidate</p> <p>.....Signature and Company stamp or</p> <p>Seal.....</p> <p>Date .....</p>	

## 6. Tender deposit commitment Declaration Form

Tender No. .... (as per tender documents)

As indicated in the schedule of items and prices, we do confirm that we have put deposits for the items tendered for as supported by the attached copies of receipts as follows:-

ITEM No. or Lot No.	Item Description	Deposit Kshs.	Receipt No. and Date
1			
2			
3			
4			
5			

Authorizing Official \_\_\_\_\_

(Name)

Designation \_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Date)



**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 here in above is true to the best of my knowledge,  
information and belief.

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

Bidder Official Stamp

**FORM SD2**

**SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

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

1. THAT I am the 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 servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....(*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I ..... (person)  
on behalf of (*Name of the Business/ Company/Firm*).....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....  
.....

Sign.....

Position.....

Office address.....Telephone..... E-mail.....

Name of the Firm/Company..... Date.....

**(Company Seal/ Rubber Stamp where applicable)**

Witness  
Name.....Sign..... Date.....

**LETTER OF NOTIFICATION OF AWARD**

*[letter head  
paper of the  
Procuring  
Entity] [date]*

To: *[name and address of the Contractor]* This is to notify you that your Tender dated *[date]* for the purchase of the items and at prices listed on the table below is here by accepted by ..... *(name of Procuring Entity)*.

Please acknowledge receipt of this letter of notification by signing the attached copy and returning it to us within 14 days of the issue of the notification to signify your acceptance of this award. Your signing the attached copy will constitute a contract between us and yourselves for sale of the said items.

On signature of the copy of the letter of notification, you are required to pay the balance of the tender price within 14 days and collect the items.

In connection with this award, you may contact the Officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

**OFFERED ITEMS AND PRICES**

		4	5	6
1	2	Total Quantity	Unit price	Offered Price
Item No.	Description of Item			
1				
2				
3				
4				
<b>TOTAL PRICE OF ALL ITEMS</b>				<b>XXXXX</b>

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity:.....

**COPY OF THE LETTER OF NOTIFICATION OF AWARD**

*(to signed by the Purchaser)  
[letterhead paper of the Procuring Entity] [date]*

To: *[name and address of the Purchaser]*

This is to notify you that your Tender dated *[date]* for the purchase of the items and at prices listed on the table below is hereby accepted by *.(name of Procuring Entity)*.

Please acknowledge receipt of this letter of notification by signing the attached copy and returning it to us within 14 days of the issue of the notification to signify your acceptance of this award. Your signing the attached copy will constitute a contract between yourselves and us for sale of the said items.

On signature of the copy of the letter of notification, you are required to pay the balance of the tender price within 14 days and collect the items.

In connection with this award, you may contact the Officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

**OFFERED ITEMS AND PRICES**

1	2	4	5	6
ItemNo.	DescriptionofItem	TotalQuantity	Unitprice	OfferedPrice
1				
2				
TOTAL PRICE OF ALL ITEMS				XXXXX

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity:.....

*Officer(s) to be contacted*

Name \_\_\_\_\_ of  
Officer \_\_\_\_\_

Postal  
Address \_\_\_\_\_

Telephone  
Number \_\_\_\_\_

email  
Address \_\_\_\_\_

Physical Address (City, Street, Building, Floor number and room number)  
\_\_\_\_\_

***SIGNED BY THE PURCHASER***

I/we, the undersigned accept the award and will execute the sale of the items as per conditions of the award. We understand that the award will remain cancelled and no deposits will be refunded if we do not:

- a) Return this letter signed within 14 days; or
- b) Pay the balance of the tender amount within fourteen (14) days after notification of the award.

We further understand that if we do not collect the items we have paid for within fourteen (14) days after making the payment, you charge storage charges at rates to be determined by yourselves.

Name of

Purchaser

Authorized

Signature: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
*Name and Title of Signatory*