

## 1. INVITATION FOR BIDS

**Tender No:** PEL/001/2025

**Tender Name:** Disposal of Vehicles and Motorcycles

Applications are invited from interested bidders for the purchase of the assets accessible on [Asset List.pdf](#) (Assets). The Assets shall be sold on an “**AS IS WHERE IS**” basis. All interested bidders are requested to view the Assets at the locations indicated from **25<sup>th</sup> August 2025 to 5<sup>th</sup> September 2025** between **08:00am to 05:00pm**.

In order to participate in this exercise, Prospective Bidders MUST pay a non-refundable fee of KES 10,000 payable via Paybill Number: **247247** Account Number: **1560272926143** and a copy of the payment receipt attached to the Bidding Document.

Prospective Bidders are requested to submit their bids and all other requirements set out in the Bidding Documents electronically to [bids@protoenergy.com](mailto:bids@protoenergy.com) on or before **11:00am on Friday 10<sup>th</sup> September 2025**. Physical Bidding Documents are not acceptable. Bidding Documents received after the closing date will be rejected.

## 2. DISCLAIMER

- 2.1. This Bidding Document is not an agreement and is neither an offer nor an invitation by Proto Energy Limited to the Prospective Bidders or any other person. Proto Energy Limited, its employees and/or advisors are not bound by any of the contents of this Bidding Document. Proto Energy Limited, its employees and advisors shall have no liability to any person, including any Prospective Bidders under any law, statute, rules or regulations, tort, principles of restitution or unjust enrichment or otherwise, for any loss, damages, cost or expense that may arise from or be incurred or suffered on account of anything contained in this Bidding Document or arising in any way from participating in the bidding process related to this Bidding Document.
- 2.2. Proto Energy Limited may, in its absolute discretion, but without being under any obligation to do so, amend, update, or supplement the information contained in this Bidding Document.
- 2.3. The issuance of this Bidding Document does not imply that Proto Energy Limited is bound to shortlist, select or to select one or more Successful Bidders for the purchase of the Assets.
- 2.4. Notwithstanding anything contained in this Bidding Document, Proto Energy Limited reserves the right to accept or reject all or any of the Prospective Bidders or to annul the bidding process, at any time without any liability or obligation for such acceptance, rejection or annulment, and without giving any reasons thereof. In the event that Proto Energy Limited rejects all Prospective Bidders or annuls the bidding process, it may, in its sole discretion, invite the Prospective Bidders to submit fresh Bidding Documents.

- 2.5. Each Prospective Bidder shall bear all costs associated with or relating to the preparation and submission of its Bidding Documents.

### **3. SUBMISSION OF BIDS**

#### **3.1. Eligible bidders**

Individual bidders and bidders duly incorporated under the Laws of Kenya are invited to submit their bids to purchase any one or more of the assets listed for disposal. The prospective bidders are required to supply the following mandatory information:

##### **Mandatory Requirements:**

1. Receipt of payment of the bidding fee
2. Certificate of registration/ incorporation (for entities) **OR** Kenyan ID (for Kenyan nationals) **OR** Foreign Registration Certificate/ Passport (for foreign nationals)
3. KRA PIN Certificate
4. Completed bidding form accessible on [Bidding Form.xlsx](#)

#### **3.2. Deadline for submission of bids**

Bidding Documents must be received by Proto Energy Limited at [bids@protoenergy.com](mailto:bids@protoenergy.com) no later than **11:00am on Friday 10<sup>th</sup> September 2025**. Proto Energy Limited may, at its discretion, extend the deadline for the submission of the Bidding Documents through the issue of an addendum in which case all applicants subject to the original deadline shall thereafter be subject to the new deadline as extended.

#### **3.3. Process to be confidential**

Information relating to the examination, evaluation of Prospective Bidders and recommendations for the Successful Bidder(s) shall not be disclosed to Prospective Bidders or any other persons not officially concerned with such process until notification to the Successful Bidder(s).

### **4. EVALUATION OF BIDS**

- 4.1. Prospective Bidders may, in their Bidding Documents, bid for an individual Asset or a combination of Assets in which they are interested. Proto Energy Limited shall evaluate each Prospective Bidder for each bid and for a combination of bids for which the Prospective Bidder has thereby indicated its interest.
- 4.2. All taxes, unless indicated in a Prospective Bidder's bid, are deemed to be excluded in the Prospective Bidder's bid and therefore, additional upon evaluation.
- 4.3. Proto Energy Limited shall use the following methods to evaluate the bids:
  - 4.3.1. The evaluation committee will select the Prospective Bidder whose bid is the highest among the bids for an Asset.

- 4.3.2. In the event that two or more Prospective Bidders shall have submitted the highest bid for an Asset, the evaluation committee will give preference to the Prospective Bidder who has submitted the greatest number of bids for multiple Assets.
- 4.3.3. In the event that the evaluation committee cannot determine a Successful Bidder after applying the methods in 4.3.1 and 4.3.2 above, the evaluation committee will select the Prospective Bidder whose Bidding Documents were submitted first, or may apply any other evaluation criteria to select the Successfully Bidder for the purchase of the Asset.
- 4.4. Proto Energy Limited reserves the right to waive deviations from the qualification criteria if they do not materially affect the capacity of a Prospective Bidder to perform the contract for the purchase of the Asset(s).

## **5. INVITATION TO CONTRACT**

- 5.1. Proto Energy Limited shall notify in writing the Successful Bidder(s). Promptly after the notification of the results of the evaluation, Proto Energy Limited shall invite the Successful Bidder(s) to execute contract(s) for the purchase of the Asset(s).
- 5.2. The Successful Bidders shall be required to execute the contract(s) for the purchase of the Asset(s) and make payment of the purchase price as per the terms of the contract. Each Successful Bidder shall ensure that it is registered with on the National Transport and Safety Authority (NTSA) portal and shall bear all costs relating to the transfer of each Asset from Proto Energy Limited to itself. Proto Energy Limited, its employees and/or advisors shall not be liable to any Successful Bidder in respect of any failure to complete the transfer of Asset(s) to the Successful Bidder occasioned by the Successful Bidder's failure to pay the purchase price, the transfer costs or register on the NTSA portal.