

INQUIRY
(hereinafter referred to as Inquiry)

Fundacja Światło dla Africa, wodna 16, 05-503 Głusków, in order to implement its statutory tasks, invites you to submit an offer for:

delivery of a car - passenger bus type.

I. Purchaser:

1. The ordering party is the Light for Africa Foundation.
2. Ordering Party's details:
 - 1) phone number: +48 662 131 781
 - 2) e-mail address: Julius.zellah@gmail.com
 - 3) website address: www.swiatlodlaafryki.pl

II. Description item orders.

Passenger car - bus type, accident-free
Number of places – 6
Number of doors - 5
Year of production – 2021
Mileage – maximum 40,000 km.
Gearbox type – automatic
Air conditioning - air conditioning
Engine capacity – minimum 1950 cm³
Fuel type - Diesel
Engine power – 230 HP

ATTENTION!!! This Inquiry does not constitute an obligation for the Ordering Party to conclude a contract/order¹.
The ordering party may refuse to conclude a contract/order to perform the order², without specifying the reason.

III. The deadline or period for completing the subject of the order.

The contractor is obliged to complete the subject of the order within the time agreed with the Foundation's Management Board, after the Foundation selects the offer.

IV. Information about the method of communication between the Ordering Party and the Contractors, as well as indication of persons authorized to communicate with Contractors.

1. The Ordering Party and Contractors will provide documents or information electronically.
 - 4) Correspondence in the proceedings and offers should be sent to the following e-mail address: Julius.zellah@gmail.com
2. Downgranting detailed information is authorized by:
 - 5) Julius Zellah, email: Julius.zellah@gmail.com, tel.: +48 662 131 781

V. Description of how to prepare the offer.

¹Delete unnecessary.

1. The offer should be prepared in accordance with the requirements contained in the Request, in Polish or English.
2. *Must be attached to the offer a **current excerpt from the relevant register** from the central register and information on business activities.²*
3. Offer and all attached documents thereto should be signed or certified by persons authorized to represent the Contractor, in accordance with the relevant registration act or power of attorney attached to the offer.
4. The contractor may submit only one offer, which should cover the entire order.
5. The offer must be submitted electronically (via e-mail): with the note in the message title: "OFFER purchase/donation of a car"
6. The contractor may submit an offer at his discretion:
 - 1) as a photocopy (scan), in PDF format, of a previously signed offer by persons authorized to represent the Contractor;
 - or
 - 2) in data format, in particular .pdf, signed with an electronic signature enabling the identification of the person signing.
7. The Ordering Party does not allow the submission of partial offers.
8. The Ordering Party does not allow the submission of variant offers.
9. The contractor may withdraw his offer until the deadline for submitting offers.
10. The validity period of the offer is 30 days. The validity period of the offer begins on the day of submission of offers.

VI. Method of calculating the offer price.

The contractor is obliged to include in the offer the total net and gross price for the execution of the order. The gross prices offered should include all costs related to the execution of the order, including tax on goods and services.

VII. Date and place for submitting offers.

1. The offer must be submitted by the deadline **30.11.2023 year**
2. The date of receipt of the offer by the Ordering Party is decisive.
3. Offers that the Ordering Party receives after the deadline specified in point 1 will not be graded.
4. The offer should be submitted to the address indicated in point IV.2 of the Inquiry.

VIII. Research of offers.

1. The ordering party will correct the offer:
 - 1) obvious clerical errors;
 - 2) obvious accounting errors, taking into account the accounting consequences of the corrections made, and will inform the Contractor;
 - 3) other errors involving inconsistency of the offer with the Request, not resulting in significant changes in the content of the offer.
 2. The Ordering Party will reject the offer submitted by the Contractor, who is subject to exclusion from the procedure pursuant to Art. 7 section 1 of the Act of April 13, 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security (Journal of Laws, item 835)..
-

3. The Ordering Party is entitled to explain the submitted offer or request the Contractor to supplement it within the time limit set by the Ordering Party.

IX. Description of the offer evaluation criteria along with the meaning of these criteria.

1. The Ordering Party will evaluate the offers and select the most advantageous offer based on the only criterion, i.e. the offer price (weight of the criterion - 100%).
2. unless you can select the most advantageous offer, because offers with the same price have been submitted, the Ordering Party will call on the Contractors to submit additional offers within the specified deadline. Contractors submitting additional offers cannot offer prices higher than those offered in the submitted offers.
3. In order to obtain the most favorable conditions for the execution of the order, the Ordering Party may conduct negotiations with Contractors based on the submitted offers. Persons authorized to act on behalf of the Contractor will be able to participate in the negotiations. After completing the negotiations, the Ordering Party will invite the Contractors who submitted offers to submit additional offers. The last sentence of paragraph 2 above applies.
4. To the additional offers indicated in section 2 and 3 above, the provisions of the Request for Offers shall apply accordingly.

X. Order agreement/order execution order.³

1. Before signing the contract, the Contractor whose offer is deemed the most advantageous is obliged to:⁴
 - 1.1 Showing the car that is the subject of the order to check the compliance of the offer with the actual situation.
2. The contractor is obliged to sign the contract on the terms specified in Inquiry. If an order is issued, the Ordering Party will sign it unilaterally.⁵

XI. Additional information.

1. The Ordering Party reserves the right to make changes to this Inquiry until the deadline for submitting offers.
2. The Ordering Party will post any answers to the Contractors' questions or changes in the content of the Inquiry on the website of the ongoing procedure / The Ordering Party will provide any answers to the Contractors' questions or changes in the content of the Inquiry to all Contractors to whom this Inquiry was sent.⁶
3. Purchaser may invalidate the proceedings at any stage without giving a reason.

XII. GDPR clauses.

Information about the processing of data of the person whose data was obtained directly from him.

Pursuant to Art. 13 section 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Regulation on data protection) (OJ EU L 119 of 04/05/2016, p. 1), hereinafter referred to as "GDPR", we are informed that:

³Delete unnecessary.

⁴E.g. security for proper performance of the contract, liability insurance. Remove if not applicable.

⁵Delete unnecessary.

⁶Delete unnecessary.

1. The administrator of your personal data is FUNDACJA ŚWIATŁO DLA AFRYKI, 05-503 Głusków, ul.: Wodna 16
 - 6) Contact details of the Data Protection Officer tel. +48 662 131 781, e-mail: Julius.zellah@gmail.com
2. Your personal data will be processed pursuant to Art. 6 section 1 letter b) or art. 6 section 1 letter c) if) GDPR in connection with Art. 44 section 3 point 1 of the Act of August 27, 2009 on public finances (Journal of Laws of 2021, item 305, as amended) in order to conduct this procurement procedure, conclude and implement the procurement contract and pursue any claims arising from due to the performance of the contract.
3. Personal data may be transferred to entities authorized under the law. The data recipient may also be an entity providing IT services in the field of servicing and troubleshooting to the Data Administrator.
4. Personal data will be stored for the period necessary to conduct the procurement procedure, and in relation to personal data indicated by the Contractor whose offer was selected - for the duration of the procurement contract and until the limitation period for any claims arising from the contract expires. In addition, personal data will be stored for the period of document archiving resulting from generally applicable provisions and internal regulations of the Data Administrator.
5. Providing your personal data is voluntary, but necessary to conduct the procurement procedure, and if your offer is selected - to conclude and perform the procurement contract. Refusal to provide this data would prevent your participation in the proceedings and the conclusion of such a contract.
6. With respect to your personal data, decisions will not be made in an automated manner, pursuant to Art. 22 GDPR.
7. You have:
 - based on Article. 15 GDPR, the right to access your personal data;
 - based on Article. 16 GDPR, the right to rectify your personal data;
 - based on Article. 18 GDPR, the right to request the administrator to limit the processing of personal data, subject to the cases referred to in Art. 18 section 2 GDPR;
 - the right to transfer personal data referred to in Art. 20 GDPR;
 - the right to object to the processing of your personal data, in accordance with the principles set out in Art. 21 GDPR;
 - the right to lodge a complaint with the President of the Personal Data Protection Office if you believe that the processing of your personal data violates the provisions on the protection of personal data.
8. You do not have the right to delete your personal data, in accordance with Art. 17 section 3 letter b), d) or e) GDPR.

The scope of information provided by the Contractor to persons whose data is disclosed in connection with the submitted offer or acting and executing the order on its behalf, about the processing of their personal data, in connection with Art. 14 GDPR:

1. Once personal data is made available, the data controller is Light for Africa Foundation, 05-503 Głusków ul. Wodna 16 tel.+48 662 131 781
2. Contact details of the Data Protection Inspector: tel. 22 444 58 19, e-mail: iod@nik.gov.pl .
3. Personal data are processed pursuant to Art. 6 section 1 letter b) or art. 6 section 1 letter c) if) GDPR in connection with Art. 44 section 3 point 1 of the Act of August 27, 2009 on public finances (Journal of Laws of 2021, item 305, as amended), in order to conduct this procurement procedure in the form of a request for quotation, conclusion and implementation of the procurement contract and pursuing any claims arising from the performance of the contract.
4. The category of personal data collected by the Contractor and made available by him to the Data Administrator is as follows: :
personal data of the persons concerned, disclosed to the Foundation for the purpose of the Contractor's participation in this public procurement procedure, conclusion and implementation of the procurement contract and pursuing possible claims related to the implementation of the contract - in the event of selecting the Contractor's offer - e.g. name and surname.

5. Personal data may be transferred to entities authorized under the law. The data recipient may also be an entity providing IT services in the field of servicing and troubleshooting to the Data Administrator.
6. Personal data will be stored for the period necessary to conduct the procurement procedure, and in relation to personal data indicated by the Contractor whose offer has been selected - for the duration of the procurement contract and until the limitation period for any claims arising from the contract expires. In addition, personal data will be stored for the period of document archiving resulting from the internal regulations of the Data Administrator.
7. With respect to personal data provided to the Foundation, decisions will not be made in an automated manner, pursuant to Art. 22 GDPR.
8. Persons whose data will be transferred to the Foundation have the right to access personal data concerning them and to rectify this data.
9. Persons whose data will be transferred to the Foundation have the right to request from the administrator to limit the processing of personal data, with the exceptions specified in Art. 18 section 2 of the GDPR and have the right to object to the processing of their personal data, in accordance with the principles set out in Art. 21 GDPR.
10. Persons whose data will be transferred to the Foundation have the right to lodge a complaint with the supervisory authority, which in Poland is the President of the Personal Data Protection Office, when the processing of their personal data violates the provisions on the protection of personal data.
11. Persons whose data will be transferred to the Foundation in the cases specified in Art. 20 GDPR, they have the right to transfer personal data.
12. Persons whose data will be transferred to the Foundation have no right to have their personal data deleted.