**Zabrodzie, 11.01.2026**

**OFFER INQUIRY NO. 2/KE/2026**

**Regarding the purchase and delivery of the dough mixer**

**as part of the project "Improving the energy efficiency of DIJO BAKING sp. z o. o. in the plant in Zabrodzie", project no. FENG.03.01-IP.03-1783/25**

**implemented under , Measure 3.01 Ecological Credit Priority 3 Greening of Enterprises,**

**European Funds for the Modern Economy**

1. **Ordering Party's data:**

DIJO BAKING Sp. z o.o.

Zabrodzie 28, 52-327 Zabrodzie, Poland

NIP: 9131002458

1. **Subject of the contract:**

**DOUGH MIXER**

1. **CPV code:**

42000000-6 Industrial machinery

1. **Functional requirements and components:**

**Main component:**

* Mixer

**Detailed requirements:**

A device for mixing dough ingredients (flour, oils, water, micronutrients) used for the production of tortillas, characterized by the following parameters/functionalities:

- equipped with an inverter that allows you to adjust the engine speed to the current demand,

- maximum dough capacity: 240 kg,

- maximum flour capacity: 150 kg +- 10 kg,

- bowl capacity: minimum 350 liters,

- stainless steel construction,

- power: mixing capacity >= 1200 kg/h,

- mixing system power 30kW +-3kW,

- 460 V, 3 phases, 50 or 60 Hz,

- operation and control by means of PLC control, including touch panel, Ethernet link,

- minimum number of batches: 4-5 batches/h (guaranteeing mixing efficiency >= 1200 kg/h),

- touch panel with programmable loggie controller (PLC),

- remote monitoring by VP,

- has light and sound signaling,

- easy to use and ergonomic,

- hygienically made, intended for washing;

The dough preparation system is part of the production line. The device is designed for industrial dough preparation and continuous operation. The structure of the machine is made of stainless steel. The elements of the system meet the requirements of the applicable law and European directives, which is confirmed by the manufacturer's appropriate declarations of conformity. The device is controlled from the operator panel that allows the mixing process to be operated. The mixer control system allows you to create, edit and save production recipes, which allows for repeatability of mixing process parameters and quick selection of predefined settings.

If any trademark, patent, type or specific origin is indicated in the description of the subject of the contract or annexes to the request for proposal, it should be assumed that the indicated trademarks, patents, types or origin specify technical, operational and functional parameters, which means that the Contracting Authority allows the submission of an offer in this part of the subject of the contract with equivalent or better technical, operational and functional parameters. Any indications of a specific type should be treated as exemplary and auxiliary.

**In order to receive full design documentation – specifications for the preparation of the offer, the Contractors send to the following e-mail address:** [**tender@dijo.pl**](mailto:tender@dijo.pl) **a signed confidentiality clause constituting attachment no. 4 to the inquiry. After submitting the confidentiality clause, the Contracting Authority makes the specification available.**

1. **Date and place of execution of the order:**

* Order completion date: **31.07.2026** understood as the end date of complete delivery with assembly. At the stage of performance of the Agreement, the Ordering Party allows for the change of the indicated deadline, but subject to the occurrence of justified reasons that could not have been foreseen at the stage of signing the Agreement, despite due diligence.
* Place of execution of the order: Zabrodzie 28, 52-327 Zabrodzie.

1. **Description of the conditions for participation in the procedure:**

Bidders who meet the following conditions may apply for the execution of the contract:

1. Entities related to the Ordering Party in terms of personal or capital are excluded from participation in the procedure. Capital or personal ties shall be understood as mutual links between the Ordering Party or persons authorised to incur obligations   
    on behalf of the Ordering Party or persons performing on behalf of the Contracting Authority activities related to the preparation and conduct of the Bidder selection procedure, and the Bidder, consisting in particular in:

* participation in the company as a partner in a civil partnership or partnership;
* holding at least 10% of shares or stocks (unless a lower threshold results from the provisions of law);
* performing the function of a member of a supervisory or management body, proxy, proxy;
* being married, in a relationship of direct kinship or affinity, kinship or affinity in the collateral line to the second degree, or being connected by adoption, guardianship or guardianship, or cohabiting with the contractor, his legal representative or members of the management or supervisory bodies of the contractors applying for the award of the contract;
* remaining in such a legal or factual relationship with the contractor that there is a reasonable doubt as to their impartiality or independence in connection with the procurement procedure.

1. Entities related to or supporting from public funds entities and persons who directly or indirectly support or are responsible for the hostilities of the Russian Federation are excluded from participation in the proceedings.
2. **Criteria and method of evaluating bids:**

When selecting the offer, the Contracting Authority will be guided by the following criteria:

|  |  |  |  |
| --- | --- | --- | --- |
| **Lp.** | **Criterion name** | **Weight** | **How the offer is evaluated** |
|  |  |  |  |
| 1. | Price | 90% | 1. The total net price of the Order (excluding VAT), i.e. the price specified in the offer, should include all costs and components related to the execution of the Order and the conditions set by the Ordering Party (including delivery and commissioning) 2. The rating will be expressed in points, based on the following formula: |
| 2. | Warranty period | 10% | 1. The warranty period begins on the date of final acceptance of the Subject of the Contract or – in the event that Defects are found during the final acceptance – on the signing of a protocol confirming the removal by the Contractor of all Defects found during the final acceptance. 2. The contractor provides a warranty equal to the warranty period granted by the manufacturer of a given device, but this period will not be shorter than **24 months.** It is allowed to exclude the warranty up to a minimum of 12 for fast-wearing parts. If the Contractor provides a shorter warranty period than required or fails to provide (enter) a guarantee, the Contractor's offer will be rejected. 3. The maximum warranty period included in the evaluation of bids is 60 months. If the Contractor offers a warranty period longer than 60 months, a period of 60 months will be used for the evaluation of bids and such a period will be included in the contract. 4. The rating will be expressed in points awarded as follows - The warranty period included in the examined offer: |

The price may be only one for the entire scope covered by the subject of the contract, it is not allowed to vary the prices. The price given will be the final price paid by the Ordering Party. The price of the offer should be given in PLN, EUR or USD (in the case of the price in EUR or USD, the conversion to PLN will take place at the average exchange rate of the NBP EUR or USD on the date of comparison of the offers). Maximum number of points that can be obtained: 100 points. The most advantageous bid will be considered the one that meets all the requirements and receives the highest rating.

1. **Place, date and form of submission of tenders**

* Bidders receive Appendix 5 (technical specification) after signing and sending the confidentiality clause (Appendix No. 4) to the following address: [**tender@dijo.pl**](mailto:tender@dijo.pl)within 5 working days after the Contracting Authority receives the signed confidentiality clause.
* Bids must be submitted within **30 calendar days** from the date of publication of the inquiry by the Contracting Authority, while the deadline of 30 calendar days runs from the day following the date of publication of the request for proposal and ends on the last day, i.e. **10.02.2026.** (the moment of receipt of the offer is decisive).
* Bids submitted after the indicated deadline will not be considered
* Bids must be submitted.
  1. In the Competitiveness Database system.
* The offer should be submitted on the offer form constituting Appendix No. 1   
  to this inquiry. It should be accompanied by:
  1. Statement on the lack of links between cooperating entities – Appendix no. 2 to the request for proposal.
  2. Statement of lack of ties with the Russian Federation – Appendix No. 3 to the request for proposal.
  3. Documents listed in Section 4.
  4. A substantive description of the offer enabling the assessment of the solutions proposed by the Bidder in terms of their compliance with the requirements of this Request for Proposal. In case of doubts or lack of substantive descriptions, the Ordering Party reserves the right to send additional questions to the Bidder.
* The costs of preparing and delivering the Offer are covered by the Bidder.

1. **Requirements for submitted bids**

* Partial bids are not allowed;
* Minimum validity period: **60** days from the date of expiry of the deadline for submission of bids;
* The offer should include:
* Bidder identification data (address, tax identification number or equivalent not applicable in the country where the entity is registered)
* Name and contact details, telephone number and e-mail address of the person designated to contact the Ordering Party.
* The date of preparation of the offer.
* Offer validity date.
* Detailed description and technical specification of the offered subject of the contract.
* Reference to each of the criteria for evaluating the offer included in the request for proposal (price, warranty period).
* The total net and gross price of the subject of the offer.
* Signature of the person authorized to issue the offer.
* Company seal (if the entity has a seal).
* Documents listed in point 4 of the inquiry.
* The lack of any of the above elements may result in the rejection of the offer.

1. **Determination of the conditions for amendments to the contract concluded as a result of the conducted proceedings**
2. Changes to the essential terms of the concluded agreement may be made only in the case of:
3. when the possibility of change has been provided for in the content of the contract;
4. the occurrence of the so-called force majeure – if the contracting authority, acting with due diligence, could not have foreseen the changes, and their value does not exceed 50% of the contract.
5. It is not possible to make significant changes to the provisions of the concluded contract in relation to the content of the offer on the basis of which the contractor was selected, unless:
6. the changes are provided for in the agreement in the form of clear, precise and unambiguous provisions that specify their scope and type, as well as the conditions for introducing the changes;
7. The changes concern the implementation of additional supplies, services or construction works from the existing contractor, not covered by the basic contract, if they have become necessary and the following conditions have been met:
   * 1. the change of contractor may not be made for economic or technical reasons, in particular concerning the interchangeability or interoperability of equipment, services or installations ordered under the basic contract,
     2. a change of contractor would cause a significant inconvenience or a significant increase in costs for the Contracting Authority
     3. the value of each subsequent change does not exceed 50% of the value of the contract originally specified in the contract;
8. The amendment does not lead to a change in the nature of the agreement and the following conditions have been met in total:
   * 1. the necessity to amend the contract is caused by circumstances that the Contracting Authority, acting with due diligence, could not have foreseen,
     2. the value of the change does not exceed 50% of the value of the contract originally specified in the contract;
9. the contractor to whom the Contracting Authority has awarded the contract is to be replaced by a new contractor:
10. Changes to the essential terms of the concluded agreement may be made only in the case of:
11. when the possibility of change has been provided for in the content of the contract;
12. the occurrence of the so-called force majeure – if the contracting authority, acting with due diligence, could not have foreseen the changes, and their value does not exceed 50% of the contract.
13. It is not possible to make significant changes to the provisions of the concluded contract in relation to the content of the offer on the basis of which the contractor was selected, unless:
14. the changes are provided for in the agreement in the form of clear, precise and unambiguous provisions that specify their scope and type, as well as the conditions for introducing the changes;
15. The changes concern the implementation of additional supplies, services or construction works from the existing contractor, not covered by the basic contract, if they have become necessary and the following conditions have been met:
    * 1. the change of contractor may not be made for economic or technical reasons, in particular concerning the interchangeability or interoperability of equipment, services or installations ordered under the basic contract,
      2. a change of contractor would cause a significant inconvenience or a significant increase in costs for the Contracting Authority
      3. the value of each subsequent change does not exceed 50% of the value of the contract originally specified in the contract;
16. The amendment does not lead to a change in the nature of the agreement and the following conditions have been met in total:
    * 1. the necessity to amend the contract is caused by circumstances that the Contracting Authority, acting with due diligence, could not have foreseen,
      2. the value of the change does not exceed 50% of the value of the contract originally specified in the contract;
17. the contractor to whom the Contracting Authority has awarded the contract is to be replaced by a new contractor:
    * 1. on the basis of contractual provisions,
      2. as a result of a merger, division, transformation, bankruptcy, restructuring or acquisition of the existing contractor or its enterprise, provided that the new contractor meets the conditions for participation in the procurement procedure, there are no grounds for exclusion against it and this does not entail other material changes to the contract,
      3. as a result of the OOW assuming the contractor's obligations towards its subcontractors. In the event of a change of subcontractor, the OOW may conclude an agreement with a new subcontractor without changing the terms of the contract, taking into account the payments made for the works performed so far;
18. The amendment does not lead to a change in the general nature of the contract and the total value of the contract is less than the EU thresholds and is less than 10% of the value of the original contract, in the case of service or supply contracts, or 15% in the case of works contracts.
    * 1. on the basis of contractual provisions,
      2. as a result of a merger, division, transformation, bankruptcy, restructuring or acquisition of the existing contractor or its enterprise, provided that the new contractor meets the conditions for participation in the procurement procedure, there are no grounds for exclusion against it and this does not entail other material changes to the contract,
      3. as a result of the OOW assuming the contractor's obligations towards its subcontractors. In the event of a change of subcontractor, the OOW may conclude an agreement with a new subcontractor without changing the terms of the contract, taking into account the payments made for the works performed so far;
19. The amendment does not lead to a change in the general nature of the contract and the total value of the contract is less than the EU thresholds and is less than 10% of the value of the original contract, in the case of service or supply contracts, or 15% in the case of works contracts.
20. **Other information**

* Additional information and explanations related to this request for proposal are provided in the Questions module in the competitiveness database – contact person: Ms. Katarzyna Kulesza, email: [tender@dijo.pl](mailto:tender@dijo.pl),
* If the Bidder, whose bid has been selected, evades the conclusion of the contract, the Contracting Authority may choose the most advantageous bid among the other bids and ask for the conclusion of the contract with the next entity on the list ranked according to the highest number of points obtained.
* Bids that do not meet the requirements set out in the request for quotation will not be considered.
* No documents included in the offer are subject to return by the Ordering Party.
* The Bidder bears all costs related to the preparation and submission of the bid,   
  which will not be reimbursed by the Ordering Party.
* Questions for the procedure should be sent directly to the Competitiveness Database.
* The Contracting Authority may request from the Bidders explanations or additions regarding the submitted bids within 3 working days from the date of issuing the relevant invitation in this regard.
* The Contracting Authority reserves the right to change or cancel the procedure   
  at any time without giving a reason.

1. **Attachments to the inquiry**

|  |  |
| --- | --- |
| 1. | Offer form |
| 2. | Statement of the lack of links between cooperating entities. |
| 3. | Declaration of no links with the Russian Federation |
| 4. | Confidentiality clause |

1. **Attachments to download after signing and submitting the confidentiality clause**

|  |  |
| --- | --- |
| 5 | Technical specifications |

**Appendix no. 1 – Offer form**

|  |  |  |
| --- | --- | --- |
| *Name of the entity on whose behalf the bid is submitted* |  | *City, date* |

**OFFER FORM 2/KE/2026**

**ORDERING DETAILS:**

DIJO BAKING Sp. z o.o.

Zabrodzie 28, 52-327 Zabrodzie, Poland

NIP: 9131002458

**BIDDER'S DATA:**

|  |  |  |
| --- | --- | --- |
| 1. | Name of the bidder |  |
| 2. | Address |  |
| 3. | Tel/fax |  |
| 4. | E-mail |  |
| 5. | NIP |  |
| 6. | Entry number in the business activity register/ KRS *(if applicable)* |  |

1. **WE SUBMIT AN OFFER** for the performance of the subject of the order in accordance with the description of the order and we declare that we will perform it on the terms and conditions specified therein.
2. **We OFFER** the implementation of the subject of the contract for:

|  |  |  |
| --- | --- | --- |
| **Net price** | **Gross price:** | **In words, the gross price** |
|  |  |  |

1. **WARRANTY PERIOD** calculated in months:

|  |  |  |
| --- | --- | --- |
| Warranty period in months\* | Period | In words |
|  |  |

\*The minimum required warranty period is 24 months

1. **We declare** that we have read the description of the order and do not raise any objections to it, and we accept the terms and conditions contained therein and undertake, in the case of selection of our offer, to conclude an agreement in accordance with this offer, at the place and on the date indicated by the Ordering Party.
2. **WE CONSIDER OURSELVES** BOUND by this offer until ............................ (minimum 60 days from the deadline for submission of bids).
3. **We DECLARE** that this offer is public, with the exception of the information contained on the ........ pages, which constitute a trade secret within the meaning of the provisions of the Act on Combating Unfair Competition and as such cannot be made available to the public.
4. **ALL CORRESPONDENCE** regarding this proceeding should be addressed to:

Name .....................................

Address: .................................................

Phone: ...............................................

E-mail address: .........................................

1. We submit this OFFER on \_\_\_\_ consecutively numbered pages, and attach the following statements and documents to it:

1) ………………………………………………….

2) ………………………………………………….

3) ………………………………………………….

|  |  |  |
| --- | --- | --- |
| *City, date* |  | *signature of the authorized person*  *to represent the entity* |

**Appendix no. 2 – Statement on the lack of links between cooperating entities**

|  |  |  |
| --- | --- | --- |
| *Name of the entity on whose behalf the declaration is made* |  | *City, date* |

**STATEMENT ON THE LACK OF CONNECTION BETWEEN COOPERATING ENTITIES**

I declare that the entity submitting the bid is not personally or capitally related to the Ordering Party. Capital or personal ties shall be understood as mutual links between the contracting authority or persons authorised to incur obligations on behalf of the contracting authority or persons performing on behalf of the contracting authority activities related to the preparation and conduct of the contractor selection procedure and the contractor, consisting in particular in:

1. participation in the company as a partner in a civil partnership or partnership;
2. holding at least 10% of shares or stocks (unless a lower threshold results from the provisions of law);
3. performing the function of a member of a supervisory or management body, proxy, proxy;
4. being married, in a relationship of direct kinship or affinity, kinship or affinity in the collateral line to the second degree, or being connected by adoption, guardianship or guardianship, or cohabiting with the contractor, his legal representative or members of the management or supervisory bodies of the contractors applying for the award of the contract;
5. remaining in such a legal or factual relationship with the contractor that there is a reasonable doubt as to their impartiality or independence in connection with the procurement procedure.

There are no links between the Ordering Party and the Bidder.

|  |  |  |
| --- | --- | --- |
| *City, date* |  | *signature of the authorized person*  *to represent the entity* |

**Appendix No. 3 – Statement of No Ties with the Russian Federation**

|  |  |  |
| --- | --- | --- |
| *Name of the entity on whose behalf the declaration is made* |  | *City, date* |

**DISCLAIMER**

**on not being subject to exclusion from the proceedings pursuant to Article 7(1) of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security**

the entity I represent is not subject to exclusion from the proceedings pursuant to Article 7(1) of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security (Journal of Laws of 13 April 2022). item 835), hereinafter referred to as the "Act". According to the above-mentioned provision, the following are excluded from the procurement procedure:

1) a contractor and a participant in a competition listed in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered on the list on the basis of a decision on entry on the list determining the application of the measure referred to in Article 1(3) of the Act;

2) a contractor and a participant in the competition, whose beneficial owner within the meaning of the Act of 1 March 2018 on counteracting money laundering and terrorist financing (Journal of Laws of 2022, items 593 and 655) is a person listed in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered on the list or being such a beneficial owner since 24 February 2022, if it has been entered on the list on the basis of a decision on entry on the list determining the application of the measure referred to in Article 1(3) of the Act;

3) a contractor and a participant in the competition, whose parent company within the meaning of Article 3(1)(37) of the Accounting Act of 29 September 1994 (Journal of Laws of 2021, items 217, 2105 and 2106) is an entity listed in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered on the list or being such a parent company as of 24 February 2022, if he or she has been entered on the list on the basis of a decision on entry on the list determining the application of the measure referred to in Article 1(3) of the Act.

|  |  |  |
| --- | --- | --- |
| *City, date* |  | *signature of the authorized person*  *to represent the entity* |

**Appendix 4 - Confidentiality clause – 2/KE/2026**

**§ 1**

1. The Parties undertake:

1) to keep it strictly secret and not to transfer, disclose or use information constituting the business secret of the other Party, as well as any confidential information and facts that they learn about in the course of mutual cooperation or on the occasion of cooperation, in connection with the preparation of the offer, regardless of the form of transfer/acquisition of this information and its source. This applies in particular to the non-transfer, disclosure and non-use of information and documentation specified in the attached "DECLARATION of confidentiality", which constitute a trade secret within the meaning of Article 11(4) of the Act of 16 April 1993 on combating unfair competition; use the information referred to in point 1 only for the purposes specified in the arrangements made by the Parties in connection with the preparation of the offer.

It is allowed to provide documentation for the purposes of valuation and performance of works and services by the Party's subcontractors to the extent necessary for the proper performance of the works. A prerequisite for the above-mentioned submission of documentation is a signed declaration of the Party with the Subcontractor to whom the documentation is made available.

2) take all necessary steps to ensure that none of the persons receiving the information disclose such information, or its source, in whole or in part, to any third party without prior express written authorization from the Party to which the information or source relates. The party that provides the information of the other Party is responsible for the persons to whom such information is disclosed/disclosed as for its own act or omission, in particular it is responsible for compliance with the provisions of points 1 and 2; disclose the information referred to in point 1 only to those employees, associates and advisers of the Parties who will need it to perform the activities entrusted to them and only to the extent that the recipient of the information needs to have access to it for the purposes set out in point 2.

2. The provisions of paragraph 1 shall not apply to such information obtained from the other Party that:

1) are published, widely known or officially made public;

2) is known to the Party prior to the preparation of the offer or has been obtained from a third party lawfully, without restriction on disclosure;

3) disclosed by one of the Parties with the prior written consent of the other

Parties;

4) is disclosed by one of the Parties due to applicable legal requirements or in accordance with a final court or administrative decision, provided that reasonable and lawful steps have been taken to maintain the confidentiality of such information;

5) have been obtained by a given Party, regardless of the activities related to the preparation of the offer.

**§ 2**

The duration of the obligation to keep the information referred to in § 1 section 1 confidential also applies after the completion of the procedure related to the preparation of the offer during the warranty and maintenance period, but not longer than three years.

**§ 3**

In the event of a breach of the obligation to keep the information referred to in § 1 section 1 confidential by one of the Parties, the other Party shall be entitled to seek compensation in full and compensation for damage in accordance with the applicable provisions of the Civil Code.

|  |  |  |
| --- | --- | --- |
| *City, date* |  | *signature of the authorized person*  *to represent the entity* |

**DECLARATION**

**on the confidentiality of information constituting a trade secret (2/KE/2026)**

Me undersigned

…………………………………………………………………………………………………………… as an authorized employee/company representative

.………………………………………………………………………………………………………….

I undertake to keep strictly confidential all confidential information, in particular technical and technological, commercial, economic, financial, legal and organizational and other information of economic value, concerning DIJO III Sp. z o.o. – regardless of the form of disclosure of this information and its source, subject to §1.

Confidential information includes, in particular:

1. Technical and technological information:

1) know-how related to the production process, technology, means of production, quality;

2) any technical information related to the product, its construction and the materials used;

3) detailed technical information on the state of possession of: equipment, tools, means of production and controls;

4) information on the procedures used;

5) information regarding the location and type of premises, security (including physical and procedural security for entering the premises of the organization and access to individual premises and assets), as well as any assets of the organization that may be related in any way to information security.

2. Trading Information:

1) the prices of materials and accessories and labour are applied;

2) information regarding the database of suppliers and recipients of materials, services and other and the prices used;

3) any information relating to contracts concluded with suppliers and recipients;

4) information on conversations with contractors.

3. Economic and financial information or other information of economic value:

1) information on the company's financial condition and sources of financing;

2) information on the organization of the company and its legal status and agreements with shareholders;

3) information covering the management systems in place;

4) information on investments and planned projects;

5) Information operating systems used and their security;

6) information about how data is transmitted and encrypted;

7) information regarding the layout of rooms, physical security and the location of the Company's assets, such as equipment and equipment.

|  |  |  |
| --- | --- | --- |
| *City, date* |  | *signature of the authorized person*  *to represent the entity* |