

INSTRUCTIONS TO TENDERERS

REFERENCE: CEFTA 2026-08

By submitting a tender, tenderers fully and unreservedly accept the main, special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender.

1. Supplies to be provided

- 1.1 The subject of the contract is:
the supply, delivery and montage of the following supplies:
Meeting table (1), Meeting chairs – Armchair (16/18), Single desk (1), Two-desk bench (6), Single-desk bench (1), Desk chairs (7), Silen pod for one person (1) and Silen pod for two persons (1) at CEFTA Secretariat offices in Brussels (Rue de la Loi 42, 1040 Brussels (2nd floor) by 30 September 2026.
- 1.2 Contracting Authority reserves the right to select fully or partially the requested supplies during the evaluation phase and emphasised in the evaluation reports and on the award decision.
- 1.3 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.
- 1.4 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

2. Timetable

	DATE	TIME*
Deadline for requesting clarification from the contracting authority	28 May 2026	04:00 pm (Brussels time)
Last date for the contracting authority to issue clarification	01 June 2026	04:00 pm (Brussels time)
Deadline for submitting tenders	11 June 2026	04:00 pm (Brussels time)
Tender opening session	15 June 2026 [□]	-
Notification of award	16 June 2026 [□]	-
Contract signature	17 June 2026 [□]	-

*** All times are in the time zone of the country of the Contracting Authority**

□ **Provisional date**

3. Participation

3.1 For the eligibility, please see point 10 of the contract notice.

3.2 Legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in the EU restrictive measures or in Exclusion criteria as in Annex VIII. Should they be in one of these situations, their tender will be considered either unsuitable or irregular.

3.3 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

3.4 Subcontracting is allowed. The tenderer and, where applicable, entities on whose capacities it has relied with regard to criteria relating to the economic and financial capacity shall be jointly liable for the performance of the contract.

4. Origin

4.1 Unless otherwise provided in the contract, all goods purchased under the contract must originate in a Member State of the European Union.

4.2 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

5. Type of contract

Unit-price

6. Currency

Tenders must be presented in Euro.

7. Lots

This tender procedure is not divided into lots.

8. Period of validity

8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

8.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender, if applicable. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.

8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

9. Language of tenders

9.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.

If the supporting documents are not written in English, a translation into the language of the call for tender must be attached.

10. Submission of tenders

Tenders must be sent to the contracting authority **before 11 June 2026, 4 pm.**

They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

- EITHER by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip, to:

The CEFTA Secretariat, 42 rue de La Loi, B-1040 Brussels

- OR hand delivered by the participant in person or by an agent directly to the premises of the contracting authority in return for a signed and dated receipt, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

The CEFTA Secretariat, 42 rue de La Loi, B-1040 Brussels

Tenders submitted by any other means will not be considered.

Tenders must be submitted using the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words '**Envelope A — Technical offer**' and the other '**Envelope B — Financial offer**'. All parts of the tender other than the financial offer must be submitted in Envelope A (i.e. including the tender submission form, Annex II, Annex III, Annex VI, Annex VIII).

The pages of the technical and financial offers must be numbered.

The outer envelope should provide the following information:

- a) the address for submitting tenders indicated above;
- b) the reference code of the tender procedure (i.e. **CEFTA 2026-08**);
- c) the words 'Not to be opened before the tender-opening session'
- d) the name of the tenderer.

Tenderers must ensure that their submitted tenders contain all the information and documents required by the contracting authority at the time of submission as set out in the procurement documents.

The contracting authority may, for reasons of administrative efficiency, reject any application or tender submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

Bidders submitting tenders by post or courier service are required to send a notification email to procurement@cefta.int attaching a copy of the proof of dispatch.

11. Content of tenders

The tender must include a technical offer and a financial offer, which must be submitted in separate envelopes either by post or by hand-delivery. Each technical offer financial offer must contain one original, clearly marked "Original", and two copies, each marked "Copy".

The electronic version (in a USB stick) of the technical offer must be included with the printed version in the separate envelope in which the technical offer is submitted. The electronic version of the financial offer must be included with the printed version in the separate envelope in which the financial offer is submitted. If there are any discrepancies between the electronic version and the original, printed version, the latter has precedence.

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

Part 1: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable:
 - a list of the spare parts and consumables recommended by the manufacturer

The technical offer should be presented as per template (Annex II+III*, Contractor's technical offer) adding separate sheets for details if necessary.

Part 2: Financial offer:

- A financial offer calculated on a basis for the supplies tendered, including if applicable:
 - financial proposal for spare parts and consumables.

This financial offer should be presented as per template (Annex IV*, Budget breakdown), adding separate sheets for details if necessary. All amounts are to be quoted excluding VAT. CEFTA Secretariat is VAT exempt.

In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his/her national authorities to clarify the way in which the CEFTA Secretariat is exempt from VAT.

Part 3: Documentation:

To be supplied using the templates in the tender dossier:

- The "Tender form for a supply contract", together with Annex VIII* "**Declaration on honour on exclusion criteria and selection criteria**", both duly completed, which includes the tenderer's declaration, point 7, (from each member if a consortium, (if any)).
- Completed Annex VI* Identification form.

To be supplied in free-text format:

- A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the general conditions.
- A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).

- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorised to do so.

Remark: Annex* refers to templates in the published tender dossier.

12. Taxes and other charges

No tax, VAT or any other customs costs / charges are eligible and to be foreseen under this call. CEFTA Secretariat is VAT exempt.

13. Additional information before the deadline for submission of tenders

Tenderers may submit questions in writing to the following address up to 15 days before the deadline for submission of tenders, specifying the publication reference and the contract title: procurement@cefta.int

The Contracting Authority has no obligation to provide clarification after this date. Any tenderer seeking to arrange individual meetings with the Contracting Authority concerning this contract during the tender period may be excluded from the tender procedure.

No information meeting or site visit is foreseen.

14. Clarification meeting / site visit

No information meeting / site visit planned.

15. Alteration or withdrawal of tenders

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. No tenders may be altered after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with Section 10. The outer envelope (and the relevant inner envelope) must be marked 'Amendment' or 'Withdrawal' as appropriate.

16. Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer.

17. Ownership of tenders

The Contracting Authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

18. Joint venture or consortium

- 18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the contracting authority.
- 18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the contracting authority in accordance with point 11 of these instructions to tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together

with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium.

19. Opening of tenders

- 19.1 The purpose of the opening session is to check whether the tenders have been submitted in accordance with the submission requirements of the call for tenders.
- 19.2 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 19.3 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20. Evaluation of tenders

20.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

20.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required (see selection criteria in the additional information about the contract notice) are to be evaluated at the start of this stage.

- 20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request

for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

20.4 Financial evaluation

- a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
 - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.
- c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the Contracting Authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of best price-quality ratio.

20.5 Variant solutions

Variant solutions will not be taken into consideration.

20.6 Award criteria

The compliant tender that offers the best price-quality ratio will be chosen.

20.7 Documentary evidence for exclusion and selection criteria

No documentary evidence of the selection criteria shall be submitted but no pre-financing will be granted.

21. Notification of award

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer. The contracting authority will inform all tenderers of the award decision.

22. Signature of the contract and performance guarantee

22.1 The contracting authority reserves the right to vary quantities and items specified in the tender at the time of evaluation and during the validity of the contract.

22.2 Within 30 days of receipt of the contract signed, the other party must countersign and date the contract and return it. If it fails to sign and return the contract required within 30 days after receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled without prejudice to the contracting authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.

22.3 No performance guarantee is requested for this tender. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.

23. Tender guarantee

No tender guarantee is required.

24. Ethics, values and code of conduct

24.1 Absence of conflict of interest and of professional conflicting interest

The tenderer must not be affected by any **professional conflicting interest** nor any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any unduly influence or attempt to unduly influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating comparing tenders, any attempt to obtain confidential information or entering into unlawful agreements with competitors will lead to the rejection of its tender and may result in exclusion from future award procedures and/or financial penalties according to the Financial Regulation in force.

24.2 Respect for human rights and EU values as well as environmental legislation and core labour standards

The tenderer must respect environmental legislation and core labour standards: participants that are awarded the contract must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

The tenderer and its personnel must commit to and ensure the respect of basic EU values, the tenderer and its personnel must comply with basic EU values such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities. The tenderer and its personnel must comply with applicable data protection rules and environmental legislation. In particular, tenderers who have been awarded the contract must also comply with multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

The tenderer and its personnel must comply with EU values, such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities.

Zero tolerance for sexual exploitation, abuse and harassment:

We apply a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

24.3 Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The CEFTA Secretariat reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any

person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

24.4 Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be excluded from future award procedures.

24.5 Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

25. Cancellation of the tender procedure

If a tender procedure is cancelled, tenderers will be notified by the contracting authority.

If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event will the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

26. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint.

27. Data Protection

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

28. Early detection and exclusion system

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, natural or legal person that assumes unlimited liability for the debts, natural or legal person who is essential for the award or for the implementation of the legal commitment, beneficial owner or any affiliate of the tenderer, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form) may be registered in the early detection and exclusion system, and communicated to the persons and entities concerned in relation to the award or the execution of a procurement contract.

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