

外交部 函

地址：臺北市凱達格蘭大道二號
承辦人：林映中
電話：02-2348-2756
電子信箱：yichlin@mofa.gov.tw

受文者：衛生福利部

發文日期：中華民國115年4月20日
發文字號：外歐綜字第1151901412號
速別：最速件
密等及解密條件或保密期限：
附件：如文 (115P026933_1151901412_115D2017037-01.docx、
115P026933_1151901412_115D2017038-01.pdf)

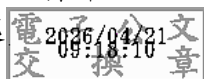
主旨：有關烏克蘭「利沃夫地區醫療聯盟急救及重症照護綜合醫院」辦理設備採購國際標案事，請查照。

說明：

- 一、依據駐波蘭代表處本（2026）年第0205號電辦理。
- 二、為推動「榮邦計畫」並協助我國醫療器材廠商爭取烏國重建商機，駐波蘭代表處頃洽獲烏克蘭「利沃夫地區醫療聯盟急救及重症照護綜合醫院」提供預算22,417,545烏幣（折約新台幣1,500萬元）之設備採購國際標案資訊，詳情請參閱烏國公共採購電子平台（網址：<https://prozorro.gov.ua/uk/tender/UA-2026-04-14-011719-a>）。
- 三、隨函檢送標案網頁、網頁英譯版及標案相關文件英譯版乙全份如附件，投標截止日為本年4月29日上午，敬請參考並轉知所屬及相關醫療產業協會。

正本：衛生福利部、經濟部

副本：駐波蘭代表處



Інформація про закупівлю

Обґрунтування та план закупівлі UA-P-2026-04-14-014556-a

**Реабілітаційне обладнання
ДК 021:2015: 33150000-6 Апара-
тура для радіотерапії, механоте-
рапії, електротерапії та фізичної
терапії;**

**НК 031:2024 - Z12011202 - ОПЕРА-
ЦІЙНІ СТОЛИ; Z12011202 - ОПЕРА-
ЦІЙНІ СТОЛИ; Y0504 - ПРИСТРОЇ
ДЛЯ РЕАБІЛІТАЦІЇ РУК, ТУЛУБА І
НІГ; Z129006 - БІГОВІ ДОРІЖКИ
ДЛЯ ФІЗІОТЕРАПІЇ ТА/АБО ДІА-
ГНОСТИЧНОГО ЗАСТОСУВАННЯ;
Z120616 - ЕЛЕКТРОМЕХАНІЧНІ СИ-
СТЕМИ ДЛЯ ФІЗИЧНОЇ ТЕРАПІЇ;
Z12062402 - ПОЗИЦІЙНІ СИСТЕМИ
БІОЛОГІЧНОГО ЗВОРОТНОГО
ЗВ'ЯЗКУ; Y0504 - ПРИСТРОЇ ДЛЯ
РЕАБІЛІТАЦІЇ РУК, ТУЛУБА І НІГ;
Z120603 - ОБЛАДНАННЯ ДЛЯ ПА-
СИВНОЇ РЕАБІЛІТАЦІЙНОЇ ГІМНА-
СТИКИ; Z12011202 - ОПЕРАЦІЙНІ
СТОЛИ; Z12140404 - СИСТЕМИ ПО-
СТУРОГРАФІЇ; Y050201 - ОПОРИ
ДЛЯ ВЕРТИКАЛІЗАЦІЇ ДЛЯ ТРЕНУ-
ВАННЯ ФУНКЦІЙ ХОДІННЯ;
Z129003 - ЦИКЛИ ДЛЯ ФІЗІОТЕРА-
ПІЇ ТА/АБО ДІАГНОСТИЧНОГО ЗА-**

**СТОСУВАННЯ; Z120603 - ОБЛА-
ДНАННЯ ДЛЯ ПАСИВНОЇ; РЕАБІЛІ-
ТАЦІЙНОЇ ГІМНАСТИКИ; Z120624 -
ІНСТРУМЕНТИ ДЛЯ БІОЛОГІ-
ЧНОГО ЗВОРОТНОГО ЗВ'ЯЗКУ;
Z12069099 - РІЗНІ ІНСТРУМЕНТИ
ДЛЯ ФІЗИОТЕРАПІЇ І РЕАБІЛІТАЦІЇ
- ІНШЕ; Z129003 - ЦИКЛИ ДЛЯ ФІ-
ЗИОТЕРАПІЇ ТА/АБО ДІАГНОСТИ-
ЧНОГО ЗАСТОСУВАННЯ**

UA-2026-04-14-011719-a

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Відкриті торги з особливостями

Очікувана вартість

22 417 545,00 UAH з ПДВ

Подати пропозицію



Подання
пропозицій

Аукціон

Визначення
переможця

Пропозиції
розглянуті

Завершена

На що звернути увагу потенційному постачальнику?

Контактна особа

Людмила Федорович

+380322581125

1_tmo_tender@ukr.net

Інформувати ДАСУ про порушення



Інформація про замовника

Як перевірити замовника перед участю в тендері

Найменування:

КОМУНАЛЬНЕ НЕКОМЕРЦІЙНЕ ПІДПРИЄМСТВО " ЛЬВІВСЬКЕ ТЕРИТОРІАЛЬНЕ МЕДИЧНЕ ОБ'ЄДНАННЯ " БАГАТОПРОФІЛЬНА КЛІНІЧНА ЛІКАРНЯ ІНТЕНСИВНИХ МЕТОДІВ ЛІКУВАННЯ ТА ШВИДКОЇ МЕДИЧНОЇ ДОПОМОГИ"

Код ЄДРПОУ:

44496574

Місцезнаходження:

79059, Україна, Львівська область, місто Львів, вул.Миколайчука І., будинок 9

Категорія:

Юридична особа, яка забезпечує потреби держави або територіальної громади

Контактна особа:

Людмила Федорович
+380322581125
1_tmo_tender@ukr.net


Деталі закупівлі

Питання та вимоги (0)

Скарги (0)

Моніторинги та інформування

Гід по строкам проведення торгів

 Оголошення про проведення закупівлі.pdf

Дата оприлюднення:

14 квітня 2026

Звернення за роз'ясненнями:

до 25 квітня 2026 23:00

Оскарження умов закупівлі:

до 25 квітня 2026 23:00

Кінцевий строк подання тендерних пропозицій:

29 квітня 2026 08:00

Очікувана вартість:

22 417 545,00 UAH з ПДВ

Розмір надання забезпечення пропозицій учасників:

0,00 UAH

Додаткові умови проведення закупівлі



Джерело фінансування закупівлі

Інше

Опис

Благодійні надходження

Код класифікації
видатків

—

Адміністративно-територіальна
класифікація

—

Сума

22 417 545
,00 UAH

Тендерна документація

Як учасник може впливати на якість тендерної документації

Критерії вибору переможця

Ціна:

100%

Інформація про предмет закупівлі

Вид предмету закупівлі:

товари

Класифікатор та його відповідний код:

ДК 021:2015: 33150000-6 — Апаратура для радіотерапії, механотерапії, електротерапії та фізичної терапії

Кваліфікаційні критерії процедури закупівлі












Остання редакція

Історія змін

Не вимагається

Підстави для відмови в участі у процедурі закупівлі

Остання редакція

1. Наявність впливу на прийняття рішення замовника 
2. Вчинення корупційних правопорушень 
3. Вчинення економічних правопорушень 
4. Вчинення кримінальних правопорушень 
5. Наявність зв'язку учасника з іншими учасниками процедури або замовником 
6. Порушення справи про банкрутство 
7. Наявність антикорупційної програми 
8. Вчинення правопорушень, пов'язаних із застосуванням санкцій 
9. Вчинення правопорушень, пов'язаних з використанням дитячої праці чи будь-якими формами торгівлі людьми 
11. Наявність не виконаних зобов'язань за раніше укладеним договором 
12. Наявність інших підстав для відмови в участі у процедурі закупівлі 

Інші вимоги

Остання редакція

Мова (мови) тендерної пропозиції




Строк дії тендерної пропозиції




Документи

Остання редакція

Електронний протокол рішення про проведення закупівлі


 PDF 14 квітня 2026 17:33

 ТД_Реабілітаційне обладнання_09.docx

14 квітня 2026 17:32

 ДОДАТОК 4 (ПРОЕКТ ДОГОВОРУ).docx

14 квітня 2026 17:32

 _Tender documentation Rehabilitation Equipment.docx

14 квітня 2026 17:32

Лоти

Реабілітаційне обладнання

ДК 021:2015: 33150000-6 Апаратура для радіотерапії, механотерапії, електротерапії та фізичної терапії;

НК 031:2024 - Z12011202 - ОПЕРАЦІЙНІ СТОЛИ; Z12011202 - ОПЕРАЦІЙНІ СТОЛ...

Ще



Активний

Очікувана вартість:

22 417 545,00 УАН з ПДВ

Подати пропозицію

Для подачі пропозиції ви можете скористатися одним з авторизованих електронних майданчиків

Як підготувати тендерну пропозицію

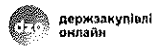


SmartTender

NEWTEND



zakupivli pro



Zakupki.ua



Tender online



PLAYTENDER

e-Lot

Tender360

ПРОЗОРРО

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[Вакансії](#)

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[Bug bounty \(ENG\)](#)

[Прозорро концесії](#)

[Інформаційна безпека](#)

[Документи ДП "ПРОЗОРРО"](#)

ДРУЗІ

Майданчики Prozorro

Дозорро

Закупівлі з tender.me.gov.ua

Діяльність ЦЗО

РЕСУРСИ

Розробникам

Майданчикам

Захист учасників

Антикорупційна діяльність

Запитання та відповіді

Контакти

+38 (044) 281-42-87

0-800-503-400

feedback@prozorro.ua

Подати офіційний лист

вул. Бульварно-Кудрявська, 22, м. Київ, 01054

PR служба:

pr@prozorro.ua

Procurement information

Justification and procurement plan UA-P-2026-04-14-014556-a

**Rehabilitation equipment DK
021:2015: 33150000-6 Equipment
for radiotherapy, mechanother-
apy, electrotherapy and physical
therapy; NK 031:2024 - Z12011202 -
OPERATING TABLES; Z12011202 -
OPERATING TABLES; Y0504 -
DEVICES FOR REHABILITATION OF
ARMS, TORSO AND LEGS; Z129006 -
TREADMILLS FOR PHYSIOTHERAPY
AND/OR DIAGNOSTIC USE; Z120616
- ELECTROMECHANICAL SYSTEMS
FOR PHYSICAL THERAPY;
Z12062402 - POSITIONING SYSTEMS
OF BIOLOGICAL FEEDBACK; Y0504 -
DEVICES FOR REHABILITATION OF
ARMS, TORSO AND LEGS; Z120603 -
EQUIPMENT FOR PASSIVE
REHABILITATION GYMNASTICS;
Z12011202 - OPERATING TABLES;
Z12140404 - POSTUROGRAPHY
SYSTEMS; Y050201 - SUPPORTS FOR
VERTICALIZATION FOR TRAINING
OF GAMING FUNCTIONS; Z129003 -
CYCLES FOR PHYSIOTHERAPY
AND/OR DIAGNOSTIC
APPLICATION; Z120603 -**

**EQUIPMENT FOR PASSIVE;
REHABILITATION GYMNASTICS;
Z120624 - BIOLOGICAL FEEDBACK
TOOLS; Z12069099 -
MISCELLANEOUS PHYSIOTHERAPY
AND REHABILITATION TOOLS -
OTHER; Z129003 - CYCLES FOR
PHYSIOTHERAPY AND/OR
DIAGNOSTIC USE**

UA-2026-04-14-011719-a

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Open bidding with features

Expected cost

22,417,545.00 UAH including VAT

[Submit a proposal](#) [help](#)

Submitting
proposals

Auction

Determining the
winner

Proposals
considered

Completed



[open_in_new](#) *What should a potential supplier pay attention to?*

Contact person

Lyudmila Fedorovych

+380322581125

1_tmo_tender@ukr.net

Inform the State Administrative Service of Ukraine about violations

[help](#)

Customer information

[open_in_new](#) *How to check the customer before participating in the tender*

Name:

MUNICIPAL NON-COMMERCIAL ENTERPRISE "LVIV TERRITORIAL MEDICAL ASSOCIATION "MULTIPROFILE CLINICAL HOSPITAL OF INTENSIVE TREATMENT METHODS AND EMERGENCY MEDICAL AID"

EDRPOU code:

44496574

Location:

79059, Ukraine, Lviv region, Lviv city, Mykolaychuk I. street, building 9

Category:

A legal entity that meets the needs of the state or territorial community

Contact person:

Lyudmila Fedorovych

+380322581125

1_tmo_tender@ukr.net

Procurement details Questions and requirements (0) Complaints (0) Monitoring and

[open_in_new](#) *Guide to placing orders*

description Procurement announcement.pdf

Publication date:

April 14, 2026

Request for clarification:

to April 25, 2026 23:00

Appealing the procurement conditions:

to April 25, 2026 23:00

Deadline for submission of tender proposals:

April 29, 2026 08:00

Expected cost:

22,417,545.00 UAH including VAT

Amount of security for participants' proposals:

0.00 UAH

Additional procurement conditions



Джерело
фінансування
закупівлі

Other

Опис

Charitable proceeds

Код класифікації
видатків

—

Адміністративно
-територіальна
класифікація

—

Сума

22,417,545
.00 UAH

Tender documentation

open_in_new How a participant can influence the quality of tender documentation

Winner selection criteria

Price:

100%

Information about the subject of procurement

Type of procurement item:

goods

Classifier and its corresponding code:

DK 021:2015: 33150000-6 — Equipment for radiotherapy, mechanotherapy, electrotherapy and physical therapy

Qualification criteria for the procurement procedure

Latest revision History of changes

Not required

Grounds for refusal to participate in the procurement procedure

Latest revision

1. The presence of influence on the customer's decision-making ∨
2. Committing corruption offenses ∨
3. Committing economic offenses ∨
4. Committing criminal offenses ∨
5. Presence of a connection between the participant and other participants in the procedure or the customer ∨
6. Initiation of bankruptcy proceedings ∨
7. Existence of an anti-corruption program ∨
8. Committing offenses related to the application of sanctions ∨
9. Committing offenses related to the use of child labor or any forms of human trafficking ∨
11. Presence of unfulfilled obligations under a previously concluded contract ∨
12. Presence of other grounds for refusal to participate in the procurement procedure ∨

Other requirements

Latest revision

Language(s) of the tender proposal



Tender offer validity period



Documents

Latest revision

Electronic protocol of the decision to conduct the procurement

[description PDF](#)

April 14, 2026 17:33

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April 14, 2026 17:32

visibility ANNEX 4 (DRAFT AGREEMENT).docx

April 14, 2026 17:32

visibility _Tender documentation Rehabilitation Equipment.docx

April 14, 2026 17:32

Lots

Реабілітаційне обладнання

ДК 021:2015: 33150000-6 Апаратура для радіотерапії, механотерапії, електротерапії та фізичної терапії;

НК 031:2024 - Z12011202 - ОПЕРАЦІЙНІ СТОЛИ; Z12011202 - ОПЕРАЦІЙНІ СТО... Yet

[link](#)

Active

Expected cost:

22,417,545.00 UAH including VAT

Submit a proposal

To submit a proposal, you can use one of the authorized electronic platforms

open_in_new *How to prepare a tender proposal*

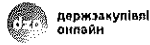


Qll SmartTender

NEWTEND



zakupivli  pro




 **Zakupki.ua**



Tender  online

 IZI.TRADE

 PLAYTENDER

 e-Lot

Tender360 

TRANSPARENT

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[Transparent concessions](#)

[Information security](#)

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FRIENDS

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[Dozorro](#)

Procurement from tender.me.gov.ua

Activities of the Central Information Center

RESOURCE

Developers

To the sites

Participant protection

Anti-corruption activities

Questions and answers

Contacts

+38 (044) 281-42-87

0-800-503-400

feedback@prozorro.ua

Submit an official letter

Bulvarno-Kudryavska St., 22, Kyiv, 01054

PR service:

pr@prozorro.ua



Municipal non-profit enterprise «Lviv Territorial Medical Union
«Multidisciplinary Clinical Hospital of Emergency and Intensive
Care»

APPROVED
Minutes of the Authorized Representative
dated April 8, 2026

TENDER DOCUMENTATION
Open tender with specific conditions
for the procurement of goods:

Rehabilitation equipment

ДК 021:2015: 33150000-6 Equipment for radiotherapy, mechanotherapy, electrotherapy, and physical therapy;

NK 031:2024 Z12011202 - OPERATING TABLE Z12011202 - OPERATING TABLES Y0504 - REHABILITATION DEVICES FOR UPPER LIMBS, TRUNK AND LOWER LIMBS; Z129006 - TREADMILLS FOR PHYSIOTHERAPY AND DIAGNOSTIC USE; Z120616 - ELECTROMECHANICAL SYSTEMS FOR PHYSIOTHERAPY; Z12062402 - BIOFEEDBACK POSITIONING SYSTEM; Y0504 - REHABILITATION DEVICES FOR UPPER LIMBS, TRUNK AND LOWER LIMBS; Z120603 - EQUIPMENT FOR PASSIVE REHABILITATION EXERCISES; Z120603 - EQUIPMENT FOR PASSIVE REHABILITATION EXERCISES; Z120603 - EQUIPMENT FOR PASSIVE REHABILITATION EXERCISES; Y0503 - REHABILITATION DEVICES FOR THE WRISTS AND FINGERS; Z12011202 - OPERATING TABLE; Z12140404 - POSTUROGRAPHY SYSTEM; Y050201- STANDING FRAMES FOR GAIT TRAINING; Z129003 - CYCLES FOR PHYSIOTHERAPY AND/OR DIAGNOSTIC USE; Z120603 - EQUIPMENT FOR PASSIVE REHABILITATION EXERCISES; Z12062402 - BIOFEEDBACK POSITIONING SYSTEM; Z12069099 - MISCELLANEOUS INSTRUMENT FOR PHYSIOTHERAPY AND REHABILITATION; Z12069099 - MISCELLANEOUS INSTRUMENT FOR PHYSIOTHERAPY AND REHABILITATION; Z12069099 - MISCELLANEOUS INSTRUMENT FOR PHYSIOTHERAPY AND REHABILITATION; Z129003 - CYCLES FOR PHYSIOTHERAPY AND/OR DIAGNOSTIC USE; Z129003 - CYCLES FOR PHYSIOTHERAPY AND/OR DIAGNOSTIC USE; Z129003 - CYCLES FOR PHYSIOTHERAPY AND/OR DIAGNOSTIC USE

№		
1	2	3
1	Terms used in the tender documentation	The tender documentation has been drawn up in accordance with the requirements of the Law of Ukraine ‘On Public Procurement’ No. 922-VIII of 25 December 2015 (hereinafter referred to as the ‘Law’) and the Resolution of the Cabinet of Ministers of Ukraine ‘On the Approval of Specifics for the Conduct of Public Procurement of Goods, Works and Services for contracting authorities, as provided for by the Law of Ukraine “On Public Procurement”, for the duration of the legal regime of martial law in Ukraine and for 90 days from the date of its termination or repeal” dated 12 October 2022 No. 1178 (hereinafter – the Specifics). The terms used in this tender documentation are used in the meanings defined by the Law and the Specifics.
2	Information about the contracting authority	
2.1	Full name	Municipal non-profit enterprise «Lviv Territorial Medical Union «Multidisciplinary Clinical Hospital of Emergency and Intensive Care»
2.2	Address	79059, Mykolaychuka str., 9, Lviv, Lviv region, Ukraine
2.3	Full name, position, and email address of one or more officials of the contracting authority authorized to communicate with the participants	Liudmyla Mykhailivna Fedorovych Head of the Procurement Department tel. 258-11-25, e-mail: 1_tmo_tender@ukr.net
3	Procurement Process	Open tender with specific requirements
4	Information about the procurement object	
4.1	Procurement object denomination	<p style="text-align: center;"><i>Rehabilitation equipment</i></p> <p><i>021:2015: 33150000-6 Equipment for radiotherapy, mechanotherapy, electrotherapy, and physical therapy;</i></p> <p><i>NK 031:2024 Z12011202 - OPERATING TABLE; Z12011202 - OPERATING TABLE; Y0504 - REHABILITATION DEVICES FOR UPPER LIMBS, TRUNK AND LOWER LIMBS;</i></p> <p><i>Z129006 - TREADMILLS FOR PHYSIOTHERAPY AND DIAGNOSTIC USE; Z120616 - ELECTROMECHANICAL SYSTEMS FOR PHYSIOTHERAPY; Z12062402 - BIOFEEDBACK POSITIONING SYSTEM; Y0504 - REHABILITATION DEVICES FOR UPPER LIMBS, TRUNK AND LOWER LIMBS; Z120603 - EQUIPMENT FOR PASSIVE REHABILITATION EXERCISES; Z120603 - EQUIPMENT FOR PASSIVE REHABILITATION EXERCISES; Z120603 - EQUIPMENT FOR PASSIVE REHABILITATION EXERCISES; Y0503 - REHABILITATION DEVICES FOR THE WRISTS AND FINGERS; Z12011202 - OPERATING TABLE; Z12140404 - POSTUROGRAPHY SYSTEM; Y050201 - STANDING FRAMES FOR GAIT TRAINING; Z129003 - CYCLES FOR PHYSIOTHERAPY AND/OR DIAGNOSTIC USE; Z120603 - EQUIPMENT FOR PASSIVE REHABILITATION EXERCISES; Z12062402 - BIOFEEDBACK POSITIONING SYSTEM; Z12069099 - MISCELLANEOUS INSTRUMENT FOR PHYSIOTHERAPY AND REHABILITATION; Z12069099 - MISCELLANEOUS INSTRUMENT FOR PHYSIOTHERAPY AND REHABILITATION; Z12069099 - MISCELLANEOUS INSTRUMENT FOR PHYSIOTHERAPY AND REHABILITATION; Z129003 - CYCLES FOR PHYSIOTHERAPY</i></p>

		<i>AND/OR DIAGNOSTIC USE; Z129003 - CYCLES FOR PHYSIOTHERAPY AND/OR DIAGNOSTIC USE; Z129003 - CYCLES FOR PHYSIOTHERAPY AND/OR DIAGNOSTIC USE</i>
4.2	A description of a specific part or parts of the procurement parts (lot) for which tender may be submitted	These tender documents do not provide for the division of the procurement into lots (parts)
4.3	Quantity of goods and delivery location	Until December 31, 2026, or until the parties have fulfilled their contractual obligations.
4.4	delivery dates for goods, completion dates for work, and service provision dates	Delivery address: 79059, Ukraine, Lviv Oblast, Lviv, 59A Pekarska str. Quantity: 23 items (units), as per the Technical Specifications (Appendix 3).
4.5	Expected cost	UAH 22 760 580,0
5	Non-discrimination of tenderers	All tenderers, whether domestic or foreign, irrespective of their ownership form and legal status, shall be allowed to participate in procurement procedures on equal terms.
6	Currency of the tender price	The tender price shall be expressed UAH. Non-resident tenderers shall also state their tender price in the electronic procurement system in UAH.
7	Language(s) of the tender	<p>The language of the tender shall be Ukrainian.</p> <p>During procurement procedures, all documents prepared by the Contracting Authority shall be drawn up in Ukrainian. At the discretion of the Contracting Authority, all documents may also be accompanied by an authentic translation into another language. In case of discrepancies, the text in Ukrainian shall prevail.</p> <p>Standard characteristics, requirements, symbols in the form of abbreviations, and terminology related to the goods, works, or services being procured, as provided for by existing international or national standards, norms, and rules, shall be stated in their commonly accepted language of use.</p> <p>All information shall be published in the electronic procurement system in Ukrainian, except in cases where the use of Ukrainian characters results in distortion (including, but not limited to, website addresses, email addresses, trademarks (service marks), and commonly used international terms).</p> <p>The tender and all documents required by the tender documentation and its annexes shall be prepared in Ukrainian. Documents or copies of documents submitted by the Tenderer as part of the tender, which are issued in other languages, must be accompanied by an authentic translation into Ukrainian.</p> <p>Exceptions:</p> <ol style="list-style-type: none"> 1. The Contracting Authority is not obliged to review documents that are not required by the tender documentation and its annexes and are submitted by the Tenderer at its own discretion, including where such documents are submitted in a foreign language without translation. 2. Where a Tenderer submits several documents in different languages to demonstrate compliance with a single requirement, and at least one of such documents meets the established requirements, including language requirements, the Contracting Authority shall not consider any additional document(s) submitted for the same purpose, even if such document(s) are provided in a foreign language without translation.

Section 2. Procedure for amendments to the tender documentation and provision of clarifications

1	Procedure for providing clarifications on the tender documentation and/or the contract notice for open tendering	<p>1.1. Any natural or legal person shall have the right, no later than three days before the deadline for submission of tenders, to submit via the electronic procurement system to the Contracting Authority for clarifications regarding the tender documentation and/or the contract notice for open tendering, and/or to submit a request to the Contracting Authority for the remedy of any violations identified during the tender procedure (hereinafter referred to as a “request”).</p> <p>All requests shall be automatically published in the electronic procurement system without identification of the person who submitted the request to the Contracting Authority.</p> <p>The Contracting Authority shall, within three days from the date of publication of such request, provide a response and publish it in the electronic procurement system.</p> <p>In case of a failure by the Contracting Authority to provide a timely response, the electronic procurement system shall automatically suspend the open tender procedure. To resume the procedure, the Contracting Authority shall publish the response in the electronic procurement system and simultaneously extend the deadline for submission of tenders by at least four days.</p>
2	Amendments to the tender documentation and/or the notice of open tendering	<p>2.1. The Contracting Authority shall have the right, either on its own initiative, or in order to remedy violations of public procurement legislation identified in the findings of the Ukrainian State Financial Control Body in accordance with Article 8 of the Law, or on the basis of requests, or pursuant to a decision of the complaint review body, to amend the tender documentation and/or the notice of open tendering. In the case of amendments to the tender documentation and/or the notice of open tendering, the deadline for submission of tenders shall be extended by the Contracting Authority in the electronic procurement system, namely in the notice of open tendering, in such a way that at least four days remain between the date of publication of the amendments and the deadline for submission of tenders.</p> <p>Any amendments made by the Contracting Authority to the tender documentation and/or the notice of open tendering shall be published and reflected in the electronic procurement system as a new version of the respective documentation and/or notice, in addition to the previous version. The Contracting Authority shall, together with the amendments to the tender documentation and/or the notice of open tendering, publish a separate document listing the changes made. Amendments to the tender documentation and/or the notice of open tendering in machine-readable format shall be published in the electronic procurement system within one day from the date of the decision to introduce such amendments.</p>
Section 3. Instructions for Preparation of the Tender Proposal		
1	Content and manner of submission of the tender proposal	<p>The tender shall be submitted electronically via the electronic procurement system by filling in electronic forms with separate fields specifying information on the price, other evaluation criteria (if established by the Contracting Authority), and the participant’s information on compliance with qualification criteria, presence/absence of grounds established in Clause 47 of the Specific Features and in the tender documentation, as well as by uploading the documents required by the Contracting Authority in the tender documentation, including:</p> <ul style="list-style-type: none"> • <i>information and documents confirming the participant’s compliance with the qualification criteria defined in Article 16 of</i>

the Law, in accordance with the conditions and requirements of the tender documentation;

- *information and documents on the presence/absence of grounds established in Clause 47 of the Specific Features, in accordance with the conditions and requirements of the tender documentation;*
- *information and documents confirming compliance of the tender with the technical specification (technical, qualitative and quantitative characteristics of the procurement item, including the relevant technical specification), in accordance with the conditions and requirements of the tender documentation;*
- *documents confirming the authority of an official or representative of the participant to sign tender documents;*
- *a document confirming provision of the tender security (if such requirement is established in the tender documentation);*
- *a certificate containing general information about the participant;*
- *a written confirmation in free form of agreement with the Technical Specification (Terms of Reference) set out in Appendix 3 to the tender documentation, signed by the head or an authorized person;*
- *a list of other documents submitted by the participant in the tender proposal in accordance with the requirements of the tender documentation.*

In case the tender is submitted by a consortium (joint venture) of participants, it shall mandatorily include a document on the establishment of such consortium.

The list of documents and/or information to be submitted by the participant as part of the tender proposal is defined in Appendix 5 to the Tender Documentation.

The Contracting Authority shall not require a specific legal form from a consortium of participants for the submission of a tender.

In the case of a consortium, compliance with qualification criteria shall be assessed based on aggregated combined indicators of each participant in such consortium, on the basis of the information provided by the consortium.

The winner of the procurement procedure shall, within a period not exceeding four days from the date of publication in the electronic procurement system of the notice of intent to conclude a procurement contract, submit to the Contracting Authority, by publishing in the electronic procurement system, the documents specified in Appendix 2 (for the winner).

The list of documents and/or information to be submitted by the winner is defined in Appendix 6 to the Tender Documentation.

The Contracting Authority shall not require documentary confirmation of publicly available information published in the form of open data in accordance with the Law of Ukraine “On Access to Public Information” and/or contained in open unified state registers accessible without restriction, or publicly available information in the electronic procurement system, except where access to such information is restricted at the time of publication of the contract notice.

Documents submitted by participants as part of the tender proposal may be provided either as scanned copies of paper documents or as electronic documents.

Scanned copies of paper documents shall be uploaded to the electronic procurement system in machine-readable formats (e.g. PDF, JPEG, etc.), and their content and appearance must correspond to the originals from which they were made. Documents prepared by the participant must be duly

executed in accordance with applicable law, including compliance with the written form requirement and bearing the handwritten signature of the participant/authorized person.

Where a copy or certified copy of a document is submitted, it shall contain the handwritten signature of an authorized official or representative of the participant, indication of surname, initials and position of the signatory, and the participant's seal (if available). Copies of documents shall contain the marking "Certified true copy" or equivalent.

The tender proposal shall be submitted in accordance with the requirements of the Law of Ukraine "On Electronic Documents and Electronic Document Management" and the Law of Ukraine "On Electronic Trust Services", and shall contain an electronic signature (QES/AES) of the participant who signed/submitted the tender documents. The electronic signature file must be verifiable via the Central Certification Authority website at: <http://czo.gov.ua/verify>.

During verification of the electronic signature, the surname and initials of the authorized signatory (key owner) must be displayed.

If the tender proposal contains both scanned and electronic documents, a QES/AES shall be applied to the tender proposal as a whole and to each electronic document separately.

The Contracting Authority shall not require documents submitted in electronic form via the electronic procurement system and signed with a qualified electronic signature to be additionally certified by signature and/or seal.

Formal (non-substantive) errors shall be considered errors related to the formatting of the tender proposal that do not affect its substance and therefore are not grounds for rejection.

Formal (non-substantive) errors include technical, mechanical and other errors made by participants in documents that do not negate the technical capacity or competitiveness of the participant.

In accordance with the Order of the Ministry of Economic Development, Trade and Agriculture of Ukraine No. 710 dated 15 April 2020, formal (non-substantive) errors include:

1.1. Errors in documents/information submitted by the participant related to:

- capitalization;
- punctuation and grammatical inflection;
- use of borrowed words or expressions;
- incorrect digits in the procurement notice or contract award notice number;
- hyphenation rules;
- spelling of words together, separately, or with hyphens;
- page numbering (including duplicate numbers, missing numbers, incorrect order, or absence of numbering).

1.2. Errors in document formatting or data entry into electronic forms (including typographical errors, letter/number substitutions or omissions, duplication, missing spaces, rounding), provided that such errors do not affect the price of the tender or distort it and do not relate to technical specifications or qualification criteria.

1.3. Incorrect naming of a document submitted in the tender proposal, provided that its content meets the requirements of the tender documentation.

1.4. Failure to certify individual pages of a document copy with the participant's signature and/or seal (if used).

		<p>1.5. Absence of a document referenced by the participant, provided that such document is not required by the tender documentation.</p> <p>1.6. Submission of a document without a handwritten signature where a qualified electronic signature has been applied.</p> <p>1.7. Submission of a free-form document without an outgoing number.</p> <p>1.8. Submission of a scanned copy of an original/electronic document.</p> <p>1.9. Documents signed by an authorized person and additionally bearing an unverified signature of another person (e.g. translator).</p> <p>1.10. Use of outdated names of streets, cities, or legal entities due to changes in legislation.</p> <p>1.11. Incorrect digit placement in amounts where the written amount is correct.</p> <p>1.12. Submission of documents in a format different from that required, provided that such format allows viewing of the document.</p>
2	Tender Security	<i>Not required by the customer.</i>
3	Conditions for the return or non-return of the tender proposal	<i>Not required by the customer.</i>
4	Period of validity of tender offers	The validity period of the tender, during which it is considered valid, is 90 days from the deadline for submitting bids.
5	Qualification criteria for participants and requirements under Clause 28 and Clause 47 of the specific features	<p>The Contracting Authority shall establish one or more qualification criteria in accordance with Article 16 of the Law. The qualification criteria established by the Contracting Authority under this Article, as well as the list of documents confirming the participants' compliance with such criteria, are specified in Appendix 1 to this Tender Documentation.</p> <p>Requirements established under Clause 47 of the Specific Features are set out in Appendix 2 to the Tender Documentation.</p> <p>Grounds defined under Clause 47 of the Specific Features</p> <p>The Contracting Authority shall decide to refuse a participant's participation in the open tender procedure and shall be obliged to reject the tender proposal in the following cases:</p> <ol style="list-style-type: none"> 1. the Contracting Authority has irrefutable evidence that the participant offers, gives, or agrees to give, directly or indirectly, to any official of the Contracting Authority or another public authority any benefit in any form (employment offer, valuable item, service, etc.) with the purpose of influencing the decision on the award of the procurement contract; 2. information about the legal entity participating in the procurement is included in the Unified State Register of Persons Who Have Committed Corruption or Corruption-Related Offences; 3. the head of the participant or a natural person who is a participant has been held legally liable for committing a corruption offence or a corruption-related offence in accordance with the law; 4. the business entity (participant) has been held liable within the last three years for violations under Clause 4 of Part 2 of Article 6 and Clause 1 of Article 50 of the Law of Ukraine "On Protection of Economic Competition", in the form of anti-competitive concerted actions that distort tender results; 5. a natural person participating in the procedure has been convicted of a criminal offence committed for profit (including bribery and money laundering), and such conviction has not been expunged or cancelled in accordance with the law;

6. the head of the participant has been convicted of a criminal offence committed for profit (including bribery, fraud, or money laundering), and such conviction has not been expunged or cancelled;
7. the tender proposal is submitted by a participant who is a related party to other participants and/or to authorised persons and/or to the head of the Contracting Authority;
8. the participant has been declared bankrupt in accordance with the law and liquidation proceedings have been initiated against it;
9. the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organisations does not contain the information required under Clause 9 of Part 2 of Article 9 of the Law of Ukraine “On State Registration of Legal Entities, Individual Entrepreneurs and Public Organisations” (except for non-residents);
10. a legal entity participating in the procedure (except non-residents) does not have an anti-corruption programme or an authorised anti-corruption officer where the value of the procurement of goods, services, or works equals or exceeds UAH 20 million (including per lot);
11. the participant or its ultimate beneficial owner, member, or shareholder is subject to sanctions in the form of a prohibition on public procurement of goods, works, and services under the Law of Ukraine “On Sanctions”, except where such person’s assets have been transferred to the National Agency of Ukraine for Finding, Tracing and Management of Assets Derived from Corruption and Other Crimes (ARMA) in accordance with the law;
12. the head of the participant or a natural person participating in the procedure has been held legally liable for offences related to child labour or any form of human trafficking.

The Contracting Authority shall not require documentary confirmation of the absence of grounds for rejection of a tender proposal and/or the winner as defined in Clause 47 of the Specific Features, where such information is publicly available in the form of open data under the Law of Ukraine “On Access to Public Information” and/or contained in open public electronic registers with free access, or can be obtained by the electronic procurement system through interoperability with other state systems and registers.

In case of participation of a non-resident, such participant shall submit, as part of the tender proposal, a free-form certificate containing the following information:

- Full name of the ultimate beneficial owner(s);
- Country of citizenship of the ultimate beneficial owner(s) (if multiple citizenships exist, all must be indicated);
- Full name, registered address, and identification code of the legal entity (for residents) in which the ultimate beneficial owner holds an interest, if applicable;
- Nature and extent (level, degree, share) of beneficial ownership, interest, or control of the ultimate beneficial owner.

In case the participant has no ultimate beneficial owners or is unable to provide such information, it shall submit a free-form explanatory letter stating the absence of ultimate beneficial owners and/or the reasons why such information cannot be provided, including legal or factual grounds for such absence or impossibility.

6	Technical, quality and quantitative specifications of the subject of procurement	Requirements for the Subject of Procurement (Technical, Quality and Quantitative Characteristics) under Clause 3 of Part 2 of Article 22 of the Law are set out in Appendix 3 to this Tender Documentation. In this documentation, all references to specific makes or manufacturers, or to a specific process that characterises the products or services of a particular economic operator, or to trademarks, patents, types, or a specific place of origin or method of production, shall be understood to include the phrase “or equivalent”.
7	Information on Subcontractors	Not provided.
8	Amendment or withdrawal of a tender by the participant	A procurement procedure participant has the right to amend its tender submission or withdraw it prior to the expiry of the deadline for submission of tenders without forfeiting its tender security. Such amendments or a notice of withdrawal of the tender submission shall be taken into account provided that they are received by the electronic procurement system before the expiry of the deadline for submission of tenders.
Section 4. Submission and Opening of Tender Submissions		
1	Tender Submission Deadline	Tender Submission Deadline: until 22.04.2026 (09:00 a.m.) Any received tender shall be automatically entered into the register of received tenders. The electronic procurement system shall automatically generate and send a notification to the participant confirming receipt of its tender submission, indicating the date and time of receipt. Tender submissions received after the expiry of the deadline for submission shall not be accepted by the electronic procurement system.
2	Tender Opening Procedure	The date and time for the opening of tenders, as well as the date and time of the electronic auction, shall be determined automatically by the electronic procurement system on the day the Contracting Authority publishes the contract notice for open tendering in the electronic procurement system. The opening of tenders shall be carried out in accordance with Article 28 of the Law (the provisions of the third paragraph of Part 1 and the second paragraph of Part 2 of Article 28 of the Law shall not apply). Information reasonably designated by the participant as confidential, including personal data, shall not be subject to disclosure. Information on the offered price, other evaluation criteria, technical conditions, technical specifications, documents confirming compliance with qualification criteria in accordance with Article 16 of the Law, and documents confirming the absence of grounds specified in Clause 47 of the Specific Features, shall not be considered confidential.
3	Electronic auction	3.1. At least two tenders must be submitted for conducting an open tender procedure with an electronic auction. The electronic auction shall be conducted by the electronic procurement system in accordance with Article 30 of the Law. 3.2. If only one tender has been submitted, the electronic procurement system, after the expiry of the deadline for submission of tenders established by the Contracting Authority in the contract notice for open tendering, shall disclose all information contained in the tender, except for the information specified in Clause 40 of these Specific Features, shall not carry out an evaluation of such tender, and shall determine it as the most economically advantageous. The tender opening protocol shall be generated and published in accordance with Parts 3 and 4 of Article 28 of the Law.

Section 5. Evaluation of the tender proposal

1	Evaluation Criteria and Methodology, Including Criteria Weightings	Evaluation and Comparison of Tenders <p>The review and evaluation of tenders shall be carried out in accordance with Article 29 of the Law (the provisions of Parts 2, 12, 16, and the second and third paragraphs of Part 15 of Article 29 shall not apply), taking into account Clause 43 of the Specific Features.</p> <p>For conducting an open tender procedure with an electronic auction, at least two tenders must be submitted. The electronic auction shall be conducted by the electronic procurement system in accordance with Article 30 of the Law. The evaluation criteria and methodology shall be determined in accordance with Article 29 of the Law.</p> <p>Evaluation of tenders shall be carried out automatically by the electronic procurement system based on the criteria and methodology specified by the Contracting Authority in the tender documentation, through the application of an electronic auction.</p> <p>If only one tender is submitted, the electronic procurement system, after the expiry of the submission deadline, shall disclose all information contained in the tender (except for the information specified in Clause 40 of the Specific Features), shall not evaluate such tender, and shall determine it as the most economically advantageous. The tender opening protocol shall be generated and published in accordance with Parts 3 and 4 of Article 28 of the Law. The Contracting Authority shall review such tender in accordance with Article 29 of the Law (with the exclusions specified above), taking into account Clause 43 of the Specific Features.</p> <p>The period for review of the tender identified as the most economically advantageous shall not exceed five working days from the date of such determination. This period may be reasonably extended by the Contracting Authority up to 20 working days. In such case, the Contracting Authority shall publish a notice in the electronic procurement system within one day of the relevant decision.</p> <p>The tender price shall not exceed the estimated value of the procurement specified in the contract notice, taking into account the provisions of Clause 28 of the Specific Features. Tenders exceeding the estimated value shall not be considered.</p> <p>Evaluation criterion: Price – 100%.</p> <p>The most economically advantageous tender shall be the one offering the lowest price, including all taxes and charges (including VAT, where applicable, or excluding VAT where the participant is not a VAT payer or where the procurement is not subject to VAT).</p> <p>Evaluation shall be carried out for the procurement as a whole.</p> <p>The participant shall determine the price of the goods to be supplied under the procurement contract, taking into account all applicable taxes and charges (including VAT, where applicable), as well as all other costs related to such goods.</p> <p>The minimum bid reduction step during the electronic auction shall be 0.5%. A participant whose tender is identified as the most economically advantageous and is considered abnormally low (i.e. 40% or more below the average price of other tenders and/or 30% or more below the next lowest tender; such determination is made automatically by the electronic procurement system where at least two tenders are submitted) shall, within one working day, provide a justification of its price or costs in free form.</p>
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	<p>The Contracting Authority shall have the right to request confirmation of the information provided by the participant/winner from competent public authorities, enterprises, institutions, and organisations.</p> <p>If reliable information is obtained indicating that the participant does not meet qualification criteria, is subject to grounds for rejection under Clause 47 of the Specific Features, or has provided materially false information, the Contracting Authority shall reject such tender.</p> <p>If, during the evaluation, the Contracting Authority identifies discrepancies in the information and/or documents submitted, it shall, no later than two working days before the expiry of the evaluation period, request correction via the electronic procurement system.</p> <p>Discrepancies shall include, inter alia, the absence of required documents (except for tender security or technical specification documents). Errors that can be corrected without changing the subject of procurement, including product name, brand, or model, shall also be considered discrepancies.</p> <p>The Contracting Authority may not issue more than one request for correction to the same participant, except in cases related to the implementation of a decision of the appeals body.</p> <p>The participant shall correct discrepancies within 24 hours by uploading amended or new documents via the electronic procurement system.</p> <p>The Contracting Authority shall review tenders taking into account whether discrepancies have been corrected.</p> <p>If a tender is rejected, the Contracting Authority shall consider the next ranked tender and may determine it as the most economically advantageous in accordance with the Law and the Specific Features.</p> <p>Following the evaluation, the Contracting Authority shall adopt a decision on the intention to conclude the procurement contract in accordance with Article 33 of the Law and Clause 49 of the Specific Features.</p>
<p>Additional information</p>	<p>The tender proposal price and all other prices shall be clearly defined.</p> <p>The Tenderer shall independently bear all costs associated with the preparation and submission of its tender proposal. The Contracting Authority shall under no circumstances be liable for the content of the Tenderer's proposal or for any costs incurred by the Tenderer in preparing the proposal, regardless of the outcome of the procurement procedure. All incurred costs shall not be reimbursed (including in the event of cancellation of the tender or if the tender is declared void).</p> <p>The absence of any questions or requests for clarification regarding the content and requirements of the tender documentation from participants who have received such documentation in the prescribed manner shall be deemed to mean that such participants fully understand the content of this tender documentation and the requirements set forth by the Contracting Authority for this procurement.</p> <p>The Tenderer shall bear criminal liability for forgery of documents, seals, stamps, and forms, or for the use of forged documents, seals, or stamps, in accordance with Article 358 of the Criminal Code of Ukraine.</p> <p>Other terms of the tender documentation:</p> <ol style="list-style-type: none"> 1. Tenderers are responsible for the content of their tender proposals and must comply with the applicable legislation of Ukraine. 2. If a Tenderer or the successful Tenderer is not required, under applicable law (including where a non-resident Tenderer/successful Tenderer submits a proposal in accordance with the laws of its country of registration), to prepare any of the documents specified in the tender documentation or to affix an electronic signature, such

Tenderer shall provide a letter of explanation in free form indicating the legal grounds for non-submission of the relevant documents or non-affixation of the electronic signature, or copies of relevant explanations issued by competent authorities.

3. Documents not required by law for legal entities or individuals, including individual entrepreneurs, shall not be submitted as part of the tender proposal.
4. The absence of documents not required by law for legal entities or individuals, including individual entrepreneurs, shall not constitute grounds for rejection of the tender proposal by the Contracting Authority.
5. Non-resident Tenderers shall submit, as part of their proposals, documents required under the laws of the countries in which they are registered, for the purpose of complying with the documentation requirements.
6. The submission of a tender proposal by an individual or an individual entrepreneur who is a personal data subject shall be deemed unconditional consent to the processing of their personal data in connection with participation in the procurement procedure, in accordance with paragraph 4 of Article 2 of the Law of Ukraine “On Personal Data Protection” dated 01 June 2010 No. 2297-VI.

In all other cases, submission of a tender proposal by a legal entity that is a controller of personal data shall be deemed confirmation that it has the right to process personal data and to grant such right to the Contracting Authority as recipient of such personal data on behalf of the data subject (owner). Accordingly, liability for unlawful transfer of personal data to the Contracting Authority and for its processing shall rest solely with the Tenderer that submitted the proposal.

7. Documents issued by state authorities must comply with the requirements of the regulatory acts under which such documents are issued.
8. A Tenderer that has submitted a tender proposal shall be deemed to agree with the draft procurement contract set out in Annex 4 to this tender documentation and shall comply with the terms of its tender proposal within the period specified in Clause 4 of Section 3 of this tender documentation.
9. If a requirement is stipulated multiple times in the tender documentation, the Tenderer/successful Tenderer may submit the required document or information once.
10. By submitting a tender proposal, the Tenderer confirms that, in previous relations between the Tenderer and the Contracting Authority, no operational or economic sanctions, such as refusal to establish future business relations, have been applied.
11. The tender proposal may contain documents with watermarks.
12. When submitting a tender proposal, Tenderers must take into account the following regulations (submission of the proposal constitutes confirmation of awareness and compliance; no separate confirmation is required):

— Resolution of the Cabinet of Ministers of Ukraine dated 03 March 2022 No. 187 “On ensuring the protection of national interests in future claims of the State of Ukraine in connection with the military aggression of the Russian Federation,” as the Contracting Authority cannot fulfill obligations where creditors are the Russian Federation or persons associated with the aggressor state as defined therein;

— Resolution of the Cabinet of Ministers of Ukraine dated 09 April 2022 No. 426 “On the application of the ban on the import of goods from the Russian Federation,” which prohibits the import of goods from the Russian Federation into the customs territory of Ukraine under the import customs regime;

— Law of Ukraine dated 15 April 2014 No. 1207-VII “On ensuring the rights and freedoms of citizens and the legal regime in the temporarily occupied territory of Ukraine.”

Tenderers must also take into account that in Ukraine contracting authorities are prohibited from procuring goods, works, and services from:

- citizens of the Russian Federation / Republic of Belarus / Islamic Republic of Iran (except those legally residing in Ukraine);
- legal entities established and registered under the laws of the Russian Federation / Republic of Belarus / Islamic Republic of Iran;
- legal entities established under the laws of Ukraine whose ultimate beneficial owner, member, or shareholder holding 10% or more of the charter capital (assets) is the Russian Federation / Republic of Belarus, a citizen of the Russian Federation / Republic of Belarus / Islamic Republic of Iran (except those legally residing in Ukraine), or legal entities established under the laws of the aforementioned countries, except where such assets have been transferred to the management of the National Agency of Ukraine for finding, tracing and management of assets derived from corruption and other crimes in accordance with applicable law.

To confirm compliance with this requirement, the Tenderer shall provide as part of the tender proposal*:

- information in free form on the ultimate beneficial owner(s), indicating their citizenship and share in the charter capital;
- where the ultimate beneficial owner(s) is/are citizen(s) of the Russian Federation, confirmation of lawful residence in Ukraine by providing one of the following documents:
 - a) a passport of a former USSR citizen (1974 model) with a mark of permanent or temporary registration in Ukraine or registration of a national passport in Ukraine;
 - b) a permanent or temporary residence permit in Ukraine;
 - c) a military ID issued to a Russian citizen who has entered into a contract for service in the Armed Forces of Ukraine;
 - d) a refugee certificate or a document confirming the granting of asylum in Ukraine (Article 1 of the Law of Ukraine “On Citizenship of Ukraine”).

*In accordance with the clarification of the Ministry of Justice of Ukraine dated 08 March 2022 No. 24560/8.1.3/10-22.

Contracting authorities are prohibited from procuring goods originating from the Russian Federation / Republic of Belarus / Islamic Republic of Iran (except for goods originating from the Russian Federation / Republic of Belarus required for repair and maintenance of goods purchased prior to the entry into force of Resolution of the Cabinet of Ministers of Ukraine dated 12 October 2022 No. 1178 “On approval of the specifics of public procurement of goods, works and services for contracting authorities provided for by the Law of Ukraine ‘On Public Procurement’ during the period of martial law in Ukraine and within 90 days from the date of its termination or cancellation” (Official Gazette of Ukraine, 2022, No. 84, Art. 5176)).

<p>Rejection of Tender Proposals</p>	<p>The Contracting Authority shall reject a tender proposal, providing justification in the electronic procurement system, in the following cases:</p> <p>1) The Tenderer:</p> <ul style="list-style-type: none"> • falls under the grounds established by paragraph 47 of these Special Conditions; • has indicated in the tender proposal false information that is material for determining the results of the open tender procedure, as identified by the Contracting Authority in accordance with paragraph 42, subparagraph one, of these Special Conditions; • has failed to provide a tender security, where such security was required by the Contracting Authority; • has failed to correct inconsistencies identified by the Contracting Authority after the opening of tender proposals in the information and/or documents submitted as part of its proposal, and/or has changed the subject of procurement (its name, brand, model, etc.) while correcting such inconsistencies, within 24 hours from the moment the Contracting Authority published a notice in the electronic procurement system requesting correction of such inconsistencies; • has failed to provide justification for an abnormally low tender price within the time limit specified in paragraph one of part fourteen of Article 29 of the Law / paragraph 37, subparagraph nine, of these Special Conditions; • has designated as confidential information that cannot be considered confidential in accordance with paragraph 40 of these Special Conditions; • is a citizen of the Russian Federation / Republic of Belarus / Islamic Republic of Iran (except those legally residing in Ukraine); or is a legal entity established and registered under the laws of the Russian Federation / Republic of Belarus / Islamic Republic of Iran; or is a legal entity established under the laws of Ukraine whose ultimate beneficial owner, member, or shareholder holding 10% or more of the charter capital (assets) is the Russian Federation / Republic of Belarus / Islamic Republic of Iran, a citizen of the Russian Federation / Republic of Belarus / Islamic Republic of Iran (except those legally residing in Ukraine), or a legal entity established under the laws of the aforementioned states, except where such assets have been transferred to the management of ARMA in accordance with the law; or proposes in its tender goods originating from the Russian Federation / Republic of Belarus / Islamic Republic of Iran (except as permitted by applicable legislation). <p>2) The tender proposal:</p> <ul style="list-style-type: none"> • does not comply with the technical specifications and other requirements for the subject of procurement set out in the tender documentation, except for discrepancies that may be remedied by the Tenderer in accordance with paragraph 43 of these Special Conditions; • has expired; • has a price exceeding the expected value of the subject of procurement determined by the Contracting Authority in the tender notice, where the tender documentation does not allow for acceptance of proposals exceeding such expected value and/or does not specify an acceptable percentage of превышения, or where such percentage is exceeded;
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- does not comply with the requirements established in the tender documentation pursuant to paragraph one of part three of Article 22 of the Law.

3) The successful Tenderer:

- has refused to sign the procurement contract in accordance with the requirements of the tender documentation or to conclude the contract;
- has failed to provide, in the manner specified in the tender documentation, documents confirming the absence of the grounds defined in subparagraphs 3, 5, 6, and 12 of paragraph 47 of these Special Conditions;
- has failed to provide performance security for the procurement contract, where such security was required;
- has provided false information that is material for determining the results of the procurement procedure, as identified by the Contracting Authority in accordance with paragraph 42, subparagraph one, of these Special Conditions.

The absence of documents or information not required by the annexes to the tender documentation referred to in paragraph 28, subparagraph ten, of the Special Conditions shall not constitute grounds for rejection of a tender proposal.

The Contracting Authority may reject a tender proposal, providing justification in the electronic procurement system, in the following cases:

1. the Tenderer has provided insufficient justification for the price or cost of the relevant goods, works, or services where the tender price is abnormally low;
2. the Tenderer has failed to fulfill its obligations under a previously concluded procurement contract with the same Contracting Authority, resulting in early termination of such contract and the application of sanctions in the form of penalties and/or damages within three years from the date of such termination. Such Tenderer may provide evidence of measures taken to demonstrate its reliability despite the existence of such grounds for rejection. For this purpose, the Tenderer (economic operator) must prove that it has paid or undertaken to pay the relevant obligations and compensation for damages. If the Contracting Authority considers such evidence sufficient, the tender proposal shall not be rejected.

Information on the rejection of a tender proposal, including the grounds for such rejection (with reference to the relevant provisions of these Special Conditions and the tender documentation, specifying the exact nature of the non-compliance), shall be published in the electronic procurement system within one day from the date of the decision and shall be automatically sent to the Tenderer / successful Tenderer whose proposal has been rejected.

Where a Tenderer whose proposal has been rejected considers the justification provided in the notification to be insufficient, such Tenderer may request additional information from the Contracting Authority regarding the reasons for non-compliance of its proposal with the tender documentation, including the technical specification, and/or its failure to meet qualification criteria. The Contracting Authority shall provide a response with such information no later than four days from the date of receipt of such request via the electronic procurement system, but prior to publication of the procurement contract in accordance with Article 10 of the Law.

Section 6. Results of the Tender and Conclusion of the Procurement Contract	
Cancellation of the Tender or Declaration of the Tender as Unsuccessful	<p>The Contracting Authority shall cancel the open tender in the following cases:</p> <ol style="list-style-type: none"> 1. absence of further need for the procurement of goods, works, or services; 2. impossibility of remedying violations arising from identified breaches of public procurement legislation, with a description of such violations; 3. reduction of expenditures allocated for the procurement of goods, works, or services; 4. where the procurement has become impossible due to force majeure circumstances. <p>In the event of cancellation of the open tender, the Contracting Authority shall, within one working day from the date of the relevant decision, indicate in the electronic procurement system the grounds for such decision.</p> <p>The open tender shall be automatically cancelled by the electronic procurement system in the following cases:</p> <ol style="list-style-type: none"> 1. rejection of all tender proposals (including where only one tender proposal was submitted and rejected by the Contracting Authority) in accordance with the Special Conditions; 2. failure to submit any tender proposals for participation in the open tender within the time limit established by the Contracting Authority in accordance with the Special Conditions. <p>The electronic procurement system shall automatically publish information on the cancellation of the open tender within one working day from the date the grounds for such cancellation arise.</p> <p>The open tender may be cancelled partially (by lot).</p> <p>Information on the cancellation of the open tender shall be automatically sent to all participants in the procurement procedure by the electronic procurement system on the day of its publication.</p>
Timeframe for Entering into the Procurement Contract	<p>The Contracting Authority shall enter into the procurement contract with the Tenderer recognized as the successful Tenderer within the validity period of its tender proposal, but no later than 15 days from the date of the decision on the intention to conclude the procurement contract, in accordance with the requirements of the tender documentation and the tender proposal of the successful Tenderer. In the event of a justified necessity, the time limit for concluding the contract may be extended up to 60 days.</p> <p>In the event that a complaint is filed with the appeals body after the publication in the electronic procurement system of the notice of intention to conclude the procurement contract, the time limit for concluding the procurement contract shall be suspended.</p> <p>In order to ensure the right to appeal decisions of the Contracting Authority to the appeals body, the procurement contract may not be concluded earlier than five days from the date of publication in the electronic procurement system of the notice of intention to conclude the procurement contract.</p>
Draft Procurement Contract	<p>The draft procurement contract is set out in Annex 4 to this tender documentation.</p> <p>The procurement contract shall be concluded in accordance with the requirements of this tender documentation and the tender proposal of the successful Tenderer, in written form as a single document, within the time</p>

		limits specified in Clause 2 “Time Limit for the Conclusion of the Procurement Contract” of this Section. The successful Tenderer, at the time of concluding the procurement contract, shall provide relevant information confirming the authority to sign the procurement contract.
	Terms of the Procurement Contract	<p>Terms of the Procurement Contract</p> <p>The procurement contract concluded as a result of the conducted procurement shall be governed by the Civil Code of Ukraine, taking into account the provisions of Article 41 of the Law of Ukraine “On Public Procurement”, except for Parts 2–5 and 7–9 of Article 41 of the Law, as well as the Special Conditions.</p> <p>The essential terms of the procurement contract shall include the subject matter (name, quantity, and quality), price, and term of the contract. Other terms of the procurement contract shall not be considered essential and may be amended in accordance with the provisions of the Civil Code of Ukraine. The terms of the procurement contract shall not differ from the content of the tender proposal of the successful Tenderer, including as a result of the electronic auction, except in the following cases:</p> <ul style="list-style-type: none"> • determination of the monetary equivalent of obligations in a foreign currency; • recalculation of the price with a reduction of the successful Tenderer’s tender price without reducing the scope of procurement; • recalculation of price and quantities of goods with a reduction, provided that it is necessary to align quantities with packaging multiplicity requirements.
	Actions of the Contracting Authority in Case of Refusal of the Successful Tenderer to Sign the Procurement Contract	In the event that the successful Tenderer refuses to sign the procurement contract in accordance with the requirements of the tender documentation, fails to conclude the procurement contract, or fails to submit to the Contracting Authority a signed procurement contract within the time period specified by the Law, the Contracting Authority shall reject the tender proposal of such Tenderer, determine the next successful Tenderer among those participants whose tender proposals (the validity of which has not yet expired) comply with the criteria and conditions set out in the tender documentation and may be recognized as the most economically advantageous in accordance with the requirements of the Law and the Special Conditions, and shall adopt a decision on the intention to conclude a procurement contract in accordance with the procedure and terms established by Article 33 of the Law and paragraph 49 of the Special Conditions.
	Performance Security for the Procurement Contract	Not required.

ANNEX 1
to the Tender Documentation for Procurement

**LIST OF DOCUMENTS AND INFORMATION FOR CONFIRMATION OF THE
TENDERER’S COMPLIANCE WITH THE QUALIFICATION CRITERIA DEFINED IN
ARTICLE 16 OF THE LAW OF UKRAINE “ON PUBLIC PROCUREMENT”**

Requirement	Documents Confirming Compliance with the Requirements
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<p>Availability of Documented Experience in the Performance of Similar Contract(s).</p>	<p>A certificate in free form confirming the Tenderer's experience in the performance of similar contract(s) * (indicating the contract number and date, subject matter of the contract, contract value and year of performance; as well as details of the contracting organization (company) with which the contract was concluded, including name, address, EDRPOU code, and contact telephone number).</p> <p><i>For the purposes of this Documentation, a "similar contract(s)" means a completed contract(s) for the supply of goods similar in terms of the subject of procurement or the CPV code.</i></p>
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ANNEX 2

to the Tender Documentation for Procurement:

Confirmation of the Tenderer's Compliance (including in the case of a consortium of participants as a Tenderer) with the requirements set out in paragraph 47 of the Special Conditions.

<p>1. In accordance with paragraph 47 of the Special Conditions, the Contracting Authority shall decide to refuse a Tenderer's participation in the open tender procedure and shall be obliged to reject the tender proposal of such Tenderer in the following cases:</p> <ol style="list-style-type: none"> 1. the Contracting Authority has irrefutable evidence that the Tenderer offers, gives, or agrees to give, directly or indirectly, to any official (public officer) of the Contracting Authority or other state authority any undue advantage in any form (offer of employment, valuable item, service, etc.) with the aim of influencing the decision on the determination of the winner of the procurement procedure; 2. information about the legal entity that is the Tenderer is included in the Unified State Register of persons who have committed corruption or corruption-related offences; 3. the head of the Tenderer, or the individual Tenderer, has been held liable in accordance with the law for committing a corruption offence or a corruption-related offence; 4. the economic operator (Tenderer) has been held liable within the last three years for an offence under paragraph 4 of part two of Article 6 and paragraph 1 of Article 50 of the Law of Ukraine "On Protection of Economic Competition", in the form of anti-competitive concerted practices related to distortion of tender results; 5. the individual Tenderer has been convicted of a criminal offence committed for profit (including bribery and money laundering), and such conviction has not been cancelled or expunged in accordance with the law; 6. the head of the Tenderer has been convicted of a criminal offence committed for profit (including bribery, fraud, and money laundering), and such conviction has not been cancelled or expunged in accordance with the law; 7. the tender proposal is submitted by a Tenderer that is a related party to other participants in the procurement procedure and/or to an authorised person(s) and/or to the head of the Contracting Authority; 8. the Tenderer has been declared bankrupt in accordance with the established procedure and is subject to liquidation proceedings; 9. the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Formations does not contain the information required under paragraph 9 of part two of Article 9 of the Law of Ukraine "On State Registration of Legal Entities, Individual Entrepreneurs and Public Formations" (except for non-residents); 10. the legal entity Tenderer (except non-residents) does not have an anti-corruption programme or an authorised anti-corruption officer, where the value of the procurement of goods, services, or works is equal to or exceeds UAH 20 million (including by lot); 11. the Tenderer or the ultimate beneficial owner, member, or shareholder of the Tenderer is a person subject to sanctions in the form of a prohibition on participation in public procurement of goods,

- works, and services under the Law of Ukraine “On Sanctions”, except where the assets of such person have been transferred to the management of ARMA in accordance with the law;
12. the head of the Tenderer or the individual Tenderer has been held liable in accordance with the law for an offence related to the use of child labour or any forms of human trafficking.

The Contracting Authority does not require the Tenderer, when submitting a tender proposal in the electronic procurement system, to provide any documents confirming the absence of grounds defined in paragraph 47 of the Special Conditions, except for the self-declaration of the absence of such grounds by the Tenderer in accordance with paragraph sixteen of paragraph 47 of the Special Conditions.

The Tenderer shall confirm the absence of the grounds specified in paragraph 47 of the Special Conditions (except for subparagraphs 1 and 7) by self-declaring the absence of such grounds in the electronic procurement system at the time of submission of the tender proposal.

The Contracting Authority shall independently, based on the results of the review of the Tenderer’s proposal, verify in the electronic procurement system the absence of the grounds specified in subparagraphs 1 and 7 of this paragraph.

Documents to be submitted by the Successful Tenderer

The successful Tenderer, within a period not exceeding four days from the date of publication in the electronic procurement system of the notice of intention to conclude the procurement contract, shall submit to the Contracting Authority, by means of publication in the electronic procurement system, documents confirming the absence of the grounds specified in subparagraphs 3, 5, 6, and 12 of paragraph 47 of the Special Conditions.

The Contracting Authority shall not require documentary confirmation of publicly available information published as open data in accordance with the Law of Ukraine “On Access to Public Information” and/or contained in open public electronic registers with free access, or publicly available information accessible in the electronic procurement system, except in cases where access to such information is restricted at the time of publication of the notice of the procurement procedure.

	Grounds for rejecting the successful Tenderer’s participation in the procurement procedure	Method for the successful Tenderer to provide information confirming the absence of grounds for rejection in the procurement procedure:
	The head of the Tenderer or the individual who is the Tenderer has been held liable in accordance with the law for committing a corruption offence or a corruption-related offence; (basis under subparagraph 3 of paragraph 47 of the Special Conditions).	The Contracting Authority shall verify this information independently. At the same time, in accordance with paragraph fifteen of paragraph 47 of the Special Conditions, the successful Tenderer is obliged to provide confirmation of the absence of this ground for rejection in respect of the head of the Tenderer, by submitting an information extract from the Unified State Register of Persons Who Have Committed Corruption or Corruption-Related Offences, confirming that no information on corruption or corruption-related offences has been found in relation to the head of the Tenderer / the individual who is the Tenderer (generated from the register:
	Фізична особа, яка є учасником процедури закупівлі, була засуджена за кримінальне правопорушення, вчинене з корисливих мотивів (зокрема, пов’язане з хабарництвом та відмиванням коштів),	An extract from the Information and Analytical System “Record of Information on Bringing a Person to Criminal Liability and the Presence of a Criminal Record” confirming that the individual who is the successful Tenderer has not been brought to criminal

	судимість з якої не знято або не погашено в установленому законом порядку; (підстава згідно з підпунктом 5 пункту 47 Особливостей)	liability and does not have an unexpunged or uncancelled criminal record. The document shall be issued no more than 30 days prior to the date of its submission to the Contracting Authority.
	The head of the Tenderer has been convicted of a criminal offence committed for profit (including offences related to bribery, fraud, and money laundering), and such conviction has not been cancelled or expunged in accordance with the procedure established by law. (Basis under subparagraph 6 of paragraph 47 of the Special Conditions.)	An extract from the Information and Analytical System “Record of Information on Bringing a Person to Criminal Liability and the Presence of a Criminal Record” confirming that the head of the successful Tenderer has not been brought to criminal liability and does not have an unexpunged or uncancelled criminal record. The document shall be issued no more than 30 days prior to the date of its submission to the Contracting Authority.
	The head of the Tenderer or the individual who is the Tenderer has been held liable in accordance with the law for committing an offence related to the use of child labour or any forms of human trafficking. (Basis under subparagraph 12 of paragraph 47 of the Special Conditions.)	An extract from the Information and Analytical System “Record of Information on Bringing a Person to Criminal Liability and the Presence of a Criminal Record” confirming that the head of the successful Tenderer or the individual who is the successful Tenderer has not been brought to criminal liability and does not have an unexpunged or uncancelled criminal record. The document shall be issued no more than 30 days prior to the date of its submission to the Contracting Authority.

**The Contracting Authority shall not require documentary confirmation of publicly available information published as open data in accordance with the Law of Ukraine “On Access to Public Information” and/or contained in open public electronic registers with free access, or publicly available information available in the electronic procurement system, except in cases where access to such information is restricted at the time of publication of the notice of the open tender.*

In the case where a consortium of Tenderers participates in the procurement procedure, confirmation of the absence of grounds under paragraph 47 shall be provided in the same manner as defined in this section by each member of such consortium.

ANNEX 3

to the Tender Documentation for Procurement:

Technical Specification for the procurement of:

Annex №

to the Tender Documentation for Procurement: DK 021:2015: 33150000-6 – Equipment for radiotherapy, mechanotherapy, electrotherapy, and physical therapy;

Information on the Required Technical, Qualitative and Quantitative Characteristics of the Subject of Procurement

(to be submitted on the Tenderer’s official letterhead)

TECHNICAL ASSIGNMENT Nomenclature and Scope of Procurement

№	Name of the Medical Device	NK 031:2024 (Ukrainian National Classification of Medical Devices)	NoM	Qty
1.	Wide procedure table	Z12011202 - OPERATING TABLES	pcs	9
2.	Procedure table	Z12011202 - OPERATING TABLES	pcs	8
3.	Universal parallel bars for gait training with obstacles	Y0504 REHABILITATION DEVICES FOR UPPER LIMBS, TRUNK AND LOWER LIMBS	pc	1
4.	Rehabilitation treadmill	Z129006 TREADMILLS FOR PHYSIOTHERAPY AND DIAGNOSTIC USE	pcs	4
5.	Device for active and passive mechanotherapy of upper and lower limbs	Z120616 ELECTROMECHANICAL SYSTEMS FOR PHYSIOTHERAPY	pcs	3
6.	Corrective mirror	Z12062402 BIOFEEDBACK POSITIONING SYSTEM	pcs	10
7.	Stairs for gait retraining	Y0504 REHABILITATION DEVICES FOR UPPER LIMBS, TRUNK AND LOWER LIMBS	pc	1
8.	Device for continuous passive motion (CPM) therapy for lower limb joints	Z120603 EQUIPMENT FOR PASSIVE REHABILITATION EXERCISES	pcs	5
9.	Device for continuous passive motion of the shoulder joint	Z120603 EQUIPMENT FOR PASSIVE REHABILITATION EXERCISES	pcs	3
10.	Device for continuous passive motion of the elbow joint	Z120603 EQUIPMENT FOR PASSIVE REHABILITATION EXERCISES	pcs	2
11.	Multifunctional table for fine motor skills training of the hands	Y0503 REHABILITATION DEVICES FOR THE WRISTS AND FINGERS	pcs	1
12.	Procedure table	Z12011202 OPERATING TABLES	pcs	1
13.	System for body mobilization and functional rehabilitation	Z12140404 POSTUROGRAPHY SYSTEM	pcs	1
14.	Dynamic parapodium	Y050201 STANDING FRAMES FOR GAIT TRAINING	pcs	1
15.	Cardio-respiratory training device	Z129003 CYCLES FOR PHYSIOTHERAPY AND/OR DIAGNOSTIC USE	pcs	1
16.	Rehabilitation suspension sling therapy system	Z120603 EQUIPMENT FOR PASSIVE REHABILITATION EXERCISES	pcs	1
17.	Virtual reality rehabilitation system	Z120624 BIOFEEDBACK POSITIONING SYSTEM	pcs	1
18.	Set of balls of various sizes for kinesiotherapy	Z12069099 MISCELLANEOUS INSTRUMENT FOR PHYSIOTHERAPY AND REHABILITATION	set	2
19.	Set of rehabilitation massage balls	Z12069099 MISCELLANEOUS INSTRUMENT FOR PHYSIOTHERAPY AND REHABILITATION	set	2
20.	Rehabilitation massage ball	Z12069099 MISCELLANEOUS INSTRUMENT FOR PHYSIOTHERAPY AND REHABILITATION	pcs	5
21.	Rehabilitation exercise bike	Z129003 CYCLES FOR PHYSIOTHERAPY AND/OR DIAGNOSTIC USE	pcs	2

22.	Rehabilitation exercise bike	Z129003 CYCLES FOR PHYSIOTHERAPY AND/OR DIAGNOSTIC USE	pcs	2
23.	Rehabilitation stepper	Z129003 CYCLES FOR PHYSIOTHERAPY AND/OR DIAGNOSTIC USE	pcs	2

General Requirements

1. The goods offered by the Bidder must comply with national and/or international standards, the medical and technical requirements for the subject of the procurement set forth in this appendix, and all other requirements of the Tender Documentation.

Compliance of the technical characteristics of the Goods offered by the Participant with the requirements of the technical specifications must be confirmed by a technical document from the manufacturer (operating documentation: operating manual, instructions, technical description, technical specifications, or other documents in Ukrainian) containing this information, with copies of the documents provided.

2. The goods offered by the Participant must be new and unused, and the warranty period must be at least 12 months.

As proof, the Participant must provide a letter in any format stating that the proposed Goods are new and unused, and that no demonstration events have been conducted using these Goods. The letter must also state that the warranty period (term) for the Goods proposed by the Participant is at least 12 months.

3. The Participant must conduct qualified training for the Customer's employees on the use of the proposed equipment.

As proof, provide a letter of guarantee confirming that the Customer's personnel will be trained in the use (operation) of the equipment at the site of its operation.

4. The Product offered by the Participant must have service support in Ukraine.

The Participant must provide a letter in any format indicating the address of the service center.

5. The product offered by the Participant must be listed in the State Register of Medical Equipment and Medical Devices and/or placed on the market in accordance with the legislation on technical regulation and conformity assessment, following the procedure prescribed by law.

As proof, the Participant must provide copies of the documents listed below, or a letter of guarantee stating that one of the documents listed below will be provided upon delivery:

a certified copy of the declaration or copies of documents confirming the possibility of placing the medical device on the market and/or its operation (use) based on the results of the conformity assessment procedure in accordance with the requirements of the technical regulation.

6. Delivery, installation, and commissioning of the equipment at the Participant's expense.

As confirmation, the Participant must provide a letter in any format stating that the proposed Goods will be delivered and installed at the Participant's expense.

1. Medical and technical specifications for Wide treatment table - 9 units

№	Specifications	Requirements	Compliance (yes/no) with a reference to the technical description page or the manufacturer's data sheet
1.	Intended use	For use in orthopedic, neurological, and rheumatological	

		conditions, as well as in rehabilitation	
2.	Table construction	Made of steel profiles with powder coating	
3.	A lifting mechanism is mounted on the table frame	Availability	
4.	Electric motor for height adjustment	Availability	
5.	Remote control unit	Availability	
6.	Number of sections	Not less than 2	
7.	Table weight	Not more than 100 kg	
8.	Table dimensions	Length not less than 200 cm, width not less than 120 cm	
9.	Height adjustment	Not less than 55–95 cm	
10.	Headrest angle adjustment	Not less than 0° to 30°	
11.	Maximum patient weight	Not less than 200 kg	
12.	Power supply	230 V, 50 Hz	
13.	Motor power	Not less than 6000 N +/- 5%	

2. Medical and technical requirements for Treatment tables – 8 units

№	Specifications	Requirements	Compliance (yes/no) with a link to the technical description page or the manufacturer's data sheet
1.	Intended use	For use in orthopedic, neurological, rheumatology, and rehabilitation departments	
2.	Number of sections	Not less than 3	
3.	Height adjustment	Electric	
4.	Wheels with brakes for table mobility	Availability	
5.	Dimensions (L × W)	Not less than 190 × 65 cm	
6.	Height adjustment range	Not less than 50–100 cm	
7.	Table weight	Not less than 70 kg	
8.	Remote control unit	Included	
9.	Locking key for table function adjustments	Included	
10.	Headrest adjustment range	Not less than -80° to +30°	
11.	Leg section adjustment to sitting position	Not less than 70°	
12.	Maximum patient weight	Not less than 200 kg	

**3. Medical and technical requirements for
Universal parallel bars for training in obstacle walking – 1 unit**

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1.	Intended use	For physical or rehabilitation training	
2.	Use	For gait training, learning, and re-education of walking	
3.	Parallel bars length	Not less than 300 cm	
4.	Minimum rail height	Not more than 75 cm	
5.	Maximum rail height	Not less than 100 cm	
6.	Minimum distance between rails	Not more than 35 cm	
7.	Maximum distance between rails	Not less than 85 cm	
8.	Maximum patient weight	Not less than 150 kg	
9.	Handrails made of metal tubes with powder coating	Compliance	
10.	Horizontal obstacles with adjustable height and distance	Not less than 6	

**4. Medical-technical requirements for
a rehabilitation treadmill – 4 units**

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1.	Maximum permissible patient weight	Not less than 200 kg	
2.	Maximum forward speed	Not less than 16 km/h	
3.	Maximum reverse speed	Not less than 5 km/h	
4.	Minimum speed	Not more than 0.1 km/h	
5.	Maximum front incline angle	Not less than 15%	
6.	Maximum rear incline angle (negative incline)	Not less than 10%	
7.	Power supply	230 V, 50 Hz	
8.	Safety fuse	Availability	
9.	Safety harness	Availability	
10.	Electronic control panel	Availability	
11.	Display on control panel	<ul style="list-style-type: none"> - Training time; - incline angle; - distance; 	

		- speed; - load in MET; symmetry index; calories	
12.	Front handrails	Availability	
13.	Side handrails with height and width adjustment	Availability	
14.	Emergency stop function	Availability	
15.	Step or ramp for entry	Availability	
16.	CE marking	Compliance	
17.	Device length	Not more than 250 cm	

**5. Medical-technical requirements for
an active-passive mechanotherapy device for upper and lower limbs – 3 units**

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1.	Application	Training of upper and lower limbs	
2.	Intended use	To improve muscle strength, range of motion, and motor control	
3.	Indications for use	Dysfunction of upper or lower limbs caused by neurological or musculoskeletal disorders	
4.	Wheels for mobility	Availability	
5.	Adjustable height of arm section	Availability	
6.	Adjustable arm section angle	Vertical and horizontal	
7.	Number of resistance levels	Not less than 20	
8.	Maximum speed	Not less than 60 rpm	
9.	Spasm detection	Availability	
10.	Direction change upon spasm detection	Availability	
11.	Rotation symmetry control	Availability	
12.	Training duration programming	From 1 to 90 minutes (not worse than this range)	
13.	Operating modes	Active Passive Intelligent	
14.	Training result report	Included	
15.	Touchscreen display	Not less than 10 inches	
16.	Self-test function at each startup	Availability	
17.	Emergency stop button	Availability	
18.		Availability	

	Hooks with straps for wheelchair fixation		
19.	Lower limb support	Availability	
20.	Upper limb fixation straps	Availability	

6. Medical-technical requirements for a corrective mirror – 10 units

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1.	Intended use	For assessment of correct patient posture	
2.	Mirror with posturographic grid	Compliance	
3.	Brake system	Availability	
4.	Grid embedded in glass	Availability	
5.	Frame material	Steel	
6.	Frame coating	Powder coating	
7.	Mirror glass dimensions	Not less than 1600 × 620 mm	
8.	Posturographic grid dimensions	Not more than 100 × 100 mm	

7. Medical and technical requirements for Stairs for gait re-training – 1 unit

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1.	The stairs are used for training, teaching and re-training of walking	Compliance	
2.	The structure consists of two staircases, a platform and an inclined plane	Compliance	
3.	The stair structure is made of welded steel profiles	Compliance	
4.	The upper part of the stairs and the platform are covered with non-slip material	Compliance	
5.	Handrails are made of metal pipes with powder coating	Compliance	

6.	Handrails are height-adjustable according to the patient's height	Availability	
7.	Minimum handrail height	Not more than 600 mm	
8.	Maximum handrail height	Not less than 1000 mm	
9.	Possibility to adjust the distance between the handrails	Availability	
10.	Minimum distance between handrails	Not more than 600 mm	
11.	Maximum distance between handrails	Not less than 800 mm	
12.	Length of the stairs	Not less than 2100 mm	
13.	Possibility to install the stairs both in a straight line and at a 90° angle in any direction	Availability	
14.	Maximum patient weight	Not less than 150 kg	

**8. Medical and technical requirements for
Continuous Passive Motion Device (CPM) for lower limbs – 5 units**

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1.	The device is intended for passive motion therapy (CPM) of the lower limb joints	Knee, hip and ankle joints	
2.	Control panel that allows stopping and starting the movement	Availability	
3.	Possibility to control the procedure time	Availability	
4.	Possibility to program the speed of flexion/extension of the limbs	Availability	
5.	“Warm-up” function	Availability	
6.	“Pause” mode during the procedure	Availability	
7.	Speed range	Not worse than 0.8 °/s to 3.5 °/s	
8.	Possibility to adjust the force (effort)	Availability	
9.	Range of motion in the knee joint	Not worse than 0° to 110°	
10.	Range of motion in the ankle joint	Not worse than 20° to -40°	
11.	Range of motion in the hip joint	Not worse than 7° to 115°	
12.	Power supply	Not worse than 190–240 V, 50 Hz	

**9. Medical and technical requirements for
Continuous Passive Motion Device for the shoulder joint – 3 units**

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1	The device allows passive rehabilitation of the shoulder using various types of movements	Availability	
2	Possibility to perform the procedure both in sitting and lying positions	Availability	
3	The device consists of a base frame on swivel wheels with brakes	Availability	
4	Control panel that allows stopping and starting the movement	Availability	
5	Possibility to change the speed	Availability	
6	Speed range	Not worse than 2 °/s to 4.5 °/s	
7	Possible movements for sitting patients	Flexion from 0° to 150°	
8	Abduction – full physiological range		
9	Possible movements for lying patients	Flexion from 0° to 150°	
10	Internal and external rotation: -90° – 0° – +90°		
11	Accessory for flexion/extension and abduction	Availability	
12	Accessory for performing internal and external rotational movements	Availability	
13	Power supply	Not worse than 190–240 V, 50 Hz	

**10. Medical and technical requirements for
Continuous Passive Motion Device for the elbow joint – 2 units**

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1	The device is intended for passive rehabilitation of the elbow with various types of motion	Availability	
2	The device consists of a base mounted on swivel wheels with brakes	Availability	
3	The device can be easily moved and fixed in the required position	Availability	
4	The height of the device is adjustable	Availability	

5	Control panel that allows stopping and starting the movement	Availability	
6	Possibility to change the speed	Availability	
7	Speed range	Not worse than 2 °/s to 4.5 °/s	
8	Possibility of elbow flexion/extension	Not worse than 0° to 150°	
9	Possibility of elbow pronation/supination	Not worse than 90° – 0° – 90°	
10	Power supply	Not worse than 190–240 V, 50 Hz	

**11. Medical and technical requirements for
Multifunctional table for fine motor skills training of the hands – 1 unit**

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1	Intended use	For improving hand function, increasing the range of motion of joints, muscle strength and endurance, and improving proprioception in the hand	
2	Field of application	In neurological, orthopedic and geriatric hand rehabilitation	
3	Number of independent positions for active resistance exercises of the hand	Not less than 12	
4	Finger flexion exercise	Availability	
5	Cylindrical grip exercise	Availability	
6	Thumb opposition exercise	Availability	
7	Finger squeezing exercise, "scissors" exercise	Availability	
8	Pulling handles of different shapes, "pull towards self" exercise	Availability	
9	Pulling handles of different shapes, "pull upwards" exercise	Availability	
10	Finger flexion exercise against thumb resistance	Availability	
11	Palmar-dorsal wrist flexion exercise	Availability	
12	Multi-finger grip exercise (ball)	Availability	
13	Finger extension exercise	Availability	
14	Forearm pronation and supination exercise	Availability	
15	Ulnar and radial deviation of the wrist exercise	Availability	
16	Independent weight (resistance) adjustment	Availability	

17	Possibility for 4 patients to work simultaneously	Availability	
18	Resistance adjustment range for each of the 4 patients	Not worse than 250 g to 2750 g	
19	Dimensions	Not more than 1200 × 1200 mm	

**12. Medical and technical requirements for
Procedure table – 1 unit**

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1	Procedure table intended for use in orthopedic, neurological, rheumatic diseases and rehabilitation	Compliance	
2	The height of the table is electrically adjustable using a remote control	Compliance	
3	The table has two sections: headrest and main section	Compliance	
4	The headrest is adjustable using a gas spring	Compliance	
5	Table width	Not less than 65 cm	
6	Length of the main section	Not less than 150 cm	
7	Length of the headrest	Not less than 32 cm	
8	Table height adjustment	Not worse than 45 to 100 cm	
9	Headrest tilt angle adjustment	Not worse than - 85° to +35°	
10	The table structure is made of steel profiles with powder coating	Availability	
11	Oval-shaped opening in the headrest	Availability	
12	Maximum load	Not less than 200 kg	
13	Power supply	230 V, 50 Hz	

**13. Medical and technical requirements for
System for body mobilization and functional rehabilitation – 1 unit**

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1	Intended use of the device	For neuromotor rehabilitation of the musculoskeletal system	
2	The device is a medical product for	Compliance	

	body mobilization using a motorized platform		
3	Levers with adjustable distance between them, equipped with hooking rings at the ends for positioning elastic systems for dynamic work of the upper limbs	Availability	
4	Maximum load on the levers	Not less than 30 kg	
5	Emergency stop button	Availability	
6	Remote control function	Availability	
7	Remote control of the device is carried out via	Tablet or smartphone	
8	Operating system for remote control	Not lower than iOS 10 or Android 7	
9	Rotation speed of the device platform	Not less than 60 rpm	
10	Range of motion of the device platform	Not less than 0° to 10°	
11	Touch screen	Availability	
12	Screen size	Not less than 10 inches	
13	Force sensors	Availability	
14	The platform performs physiological movement	Availability	
15	Training with dynamic resistance	Availability	
16	Support analysis	Availability	
17	Elastic systems	Availability	
18	Balance exercises	Availability	
19	Rehabilitation programs	Back, shoulder, hip, knee	
20	Analysis of lower and upper limbs	Stability, weight distribution, coordination	
21	Cognitive exercises	Availability	
22	Asymmetry function	Re-training and re-athletization of muscle tone compensations	
23	Possibility to create custom programs	Availability	
24	Maximum load on the platform	Not less than 200 kg	

14. Medical and technical requirements for

Dynamic Parapodium – 1 unit

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1	Intended use	For rehabilitation of patients with musculoskeletal disorders, paralysis of the lower limbs and trunk who are unable to stand independently	
2	Possibility to be in the following positions: sitting, standing	Availability	
3	Minimum patient height	Not more than 155 cm	
4	Maximum patient height	Not less than 188 cm	
5	Maximum patient weight	Not less than 125 kg	
6	The standing frame must be equipped with a hydraulic lift with a handle for independent raising from sitting to vertical position	Compliance	
7	Possibility to stop the seat in any position between sitting and vertical	Availability	
8	Possibility to adjust the seat depth	Availability	
9	The standing frame must be equipped with a backrest	Compliance	
10	The standing frame must allow adjustment of the backrest tilt angle	Compliance	
11	The standing frame must be equipped with folding knee supports	Compliance	
12	The standing frame must be equipped with foot platforms adjustable in height	Compliance, in the range of not less than 36–53 cm from the seat	

15. Medical and technical requirements for Cardio-respiratory trainer – 1 unit

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1	Intended use	For stationary training and assistance in the treatment of	

		patients in the field of physical medicine and rehabilitation	
2	Heart rate sensor	Availability	
3	Touch screen with control handle	Availability	
4	Device self-test at power-on	Availability	
5	STOP button for emergency stop	Availability	
6	Possibility to set the ratio of training intensity to the patient's heart rate	Availability	
7	Automatic adjustment of resistance force according to the target heart rate	Availability	
8	Gaming interface	Availability	
9	Weight	Not more than 80 kg \pm 5%	
10	Maximum patient weight	Not less than 150 kg \pm 5%	
11	Heart rate monitoring via chest strap sensor	Availability	
12	Exercise modes	By resistance level, by torque, by power, by heart rate	
13	Programs	Not less than 12 pre-programmed profiles	
14	The equipment must have a medical safety class	Availability	

**16. Medical and technical requirements for
Rehabilitation system for suspension sling therapy – 1 unit**

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1	Intended use of the equipment	For suspension sling therapy	
2	Allows exercises in a state of partial or full weight unloading of the patient	Availability	
3	Possibility to move the entire suspension system along two axes	Forward-backward and right-left	
4	Frame material	Metal	
5	Frame execution option	Floor-mounted	
6	Maximum patient weight	Not less than 200 kg	
7	Equipment height	Not less than 210 cm	
8	Presence of traverses	Not less than 2 longitudinal and 2 transverse	
9	Number of suspension points	Not less than 16	
10	Movable lever	Availability	
11	Shoulder and hip suspension	Not less than 6 units	
12	Pelvic suspension	Not less than 1 unit	

13	Head suspension with opening	Not less than 1 unit	
14	Chest suspension	Not less than 1 unit	
15	Pelvic belt	Not less than 1 unit	
16	Self-fixing suspension	Not less than 2 units	
17	Two-point suspension	Not less than 4 units	
18	Arm suspension	Not less than 2 units	
19	Leg suspension	Not less than 2 units	
20	Chest strap	Not less than 1 unit	
21	Limb cuff	Not less than 1 unit	
22	Roller 15 × 50 cm	Not less than 1 unit	
23	Single handle	Not less than 1 unit	
24	Handle for exercises with elastic cord	Not less than 2 units	
25	Weight 0.5 kg	Not less than 1 unit	
26	Weight 1.0 kg	Not less than 1 unit	
27	Weight 1.5 kg	Not less than 1 unit	
28	Weight 2.0 kg	Not less than 1 unit	
29	Suspension cable with fastening and lock, 2.5 m	Not less than 14 units	
30	Cable for tests and training, 5 m	Not less than 1 unit	
31	Elastic cord with lock, 60 cm, red	Not less than 2 units	
32	Elastic cord with lock, 30 cm, red	Not less than 2 units	
33	Elastic cord with lock, 60 cm, black	Not less than 2 units	
34	Elastic cord with lock, 30 cm, black	Not less than 2 units	
35	Sensomotor cushion ø 33 cm	Not less than 2 units	
36	Accessory stand	Availability	

**17. Medical and technical requirements for
Virtual Reality Rehabilitation System – 1 unit**

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1	Intended use	Assistance in functional physiotherapy using virtual reality for rehabilitation of the spine, limbs, vestibular apparatus and balance	
2	Virtual reality equipment – headset	Availability	
3	Motion tracking devices – controllers	Availability	
4	Positioning system – trackers	Availability	
5	Tracker fixation system	Availability of a set of straps for fixing trackers on the body	

6	Computer with installed software	Availability	
7	Operating system	Windows 10 or Windows 11	
8	Possibility to add, select, edit and delete patient data	Availability	
9	Assessment functions	Availability	
10	Possibility to generate and export session results in PDF format	Availability	
11	Possibility to save training protocols for reuse with other patients	Availability	
12	Visual, auditory and tactile (via controllers) feedback for real-time correction of patient movements	Availability	

**18. Medical and technical requirements for
Set of balls of different sizes for kinesiotherapy – 2 sets**

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1	Intended use	For physical exercises, rehabilitation and hand massage	
2	Pressure control valve	Availability	
3	Number of balls in the set	Not less than 6	
4	Sizes differ by color	Compliance	
5	Ball with diameter 5 cm	Availability	
6	Ball with diameter 6 cm	Availability	
7	Ball with diameter 7 cm	Availability	
8	Ball with diameter 8 cm	Availability	
9	Ball with diameter 9 cm	Availability	
10	Ball with diameter 10 cm	Availability	
11	Material	PVC	

**19. Medical and technical requirements for
Set of massage rehabilitation balls – 2 sets**

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1	Intended use	For rehabilitation and balance exercises	
2	Maximum load	Not less than 250 kg	
3	Number of balls in the set	Not less than 3	
4	Ball with diameter 55 cm	Availability	
5	Ball with diameter 65 cm	Availability	
6	Ball with diameter 75 cm	Availability	
7	Soft massage protrusions over the entire surface	Availability	

8	Material	PVC	
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**20. Medical and technical requirements for
Massage rehabilitation ball – 5 units**

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1	Intended use	For rehabilitation exercises for knees and elbows	
2	Maximum load	Not less than 30 kg	
3	Soft massage protrusions over the entire surface	Availability	
4	Dimensions	Diameter not less than 20 cm	
5	Material	PVC	

**21. Medical and technical requirements for
Rehabilitation bicycle – 2 units**

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1	Medical purpose of the device	Compliance	
2	Device weight	Not more than 55 kg	
3	Presence of CE marking	Compliance	
	Technical specifications		
4	Power supply	230 V, 50 Hz	
5	Protective fuse	Availability	
6	Maximum patient weight	Not less than 200 kg	
7	Maximum working load	Not less than 750 W	
8	Possibility to adjust resistance	Constant and isokinetic	
9	Number of resistance levels	Not less than 50	
10	Possibility to measure heart rate	Availability	
11	Manual brake	Availability	
12	Parameters displayed on the control panel	– Training time; – Revolutions per minute (RPM); – Load in Watts; – Load in MET; – Symmetry index; – Pulse; – Calories; – Resistance level	
	Adjustments		
13	Possibility to adjust the seat forward/backward	Availability	
14	Possibility to adjust the seat up/down	Availability	
15	Possibility to adjust the pedals	Availability	
16	Presence of foot fixators on the pedals	Availability	

**22. Medical and technical requirements for
Rehabilitation bicycle – 2 units**

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1	Medical purpose of the device	Improving walking ability, increasing range of motion after surgeries or neurological diseases, cardiovascular exercises, muscle development, improving joint mobility	
2	Device weight	Not more than 85 kg	
3	Presence of CE marking	Compliance	
	Technical specifications		
4	Power supply	230 V, 50 Hz	
5	Protective fuse	Availability	
6	Maximum patient weight	Not less than 200 kg	
7	Maximum working load	Not less than 750 W	
8	Possibility to adjust resistance	Constant and isokinetic	
9	Number of resistance levels	Not less than 50	
10	Possibility to measure heart rate	Availability	
11	Manual brake	Availability	
12	Automatic braking function	Availability	
13	Parameters displayed on the control panel	– Training time; – Revolutions per minute (RPM); – Load in Watts; – Load in MET; – Symmetry index; – Pulse; – Calories; – Resistance level	
14	Pre-installed exercise programs	Availability	
	Adjustments		
15	Possibility to adjust the seat forward/backward	Availability	
16	Possibility to adjust the seat backrest tilt	Availability	
17	Possibility to adjust the seat rotation	Availability	
18	Possibility to adjust the pedals	Availability	

**23. Medical and technical requirements for
Rehabilitation stepper – 2 units**

№	Specifications	Requirements	Compliance (yes/no) with reference to the page of the technical description or manufacturer's passport
1	Medical purpose of the device	Compliance	

2	Allows performing cardio training for cardiovascular diseases	Compliance	
3	Use	Improving walking ability and range of motion after knee, hip, ankle surgeries and neurological diseases	
4	Training in sitting position	Compliance	
	Technical specifications		
5	Power supply	230 V, 50 Hz	
6	Weight	Not more than 120 kg	
7	Maximum patient weight	Not less than 200 kg	
8	Maximum working load	Not less than 650 W	
9	Resistance	Isokinetic	
10	Number of resistance levels	Not less than 20	
11	Possibility to measure heart rate	Availability	
12	Parameters displayed on the control panel	<ul style="list-style-type: none"> – Training time; – Revolutions per minute (RPM); – Load in Watts; – Load in MET; – Symmetry index; – Pulse; – Calories; – Resistance level 	
13	Pre-installed exercise programs	Availability	
	Adjustments		
14	Possibility to adjust the seat forward/backward	Availability	
15	Possibility to adjust the seat backrest tilt	Availability	
16	Possibility to adjust the seat rotation	Availability	
17	Presence of foot fixators on the pedals	Availability	

ANNEX 4

to the tender documentation

PROJECT CONTRACT

Placed as a separate file

CONTRACT No. ____

Lviv

« ____ » _____ 2026

Municipal non-profit enterprise «Lviv Territorial Medical Union «Multidisciplinary Clinical Hospital of Emergency and Intensive Care» (hereinafter referred to as First Lviv Territorial Medical Union), represented by the Director of the Separated subdivision «Saint Panteleimon Hospital» Yulian Ivanovych Holyk, acting on the basis of Power of Attorney No. 197 dated 29.12.2025 (hereinafter referred to as **the Buyer**), on the one part, and _____, represented by _____ (hereinafter referred to as **the Supplier**), acting on the basis of _____, on the other part, hereinafter jointly referred to as the Parties, guided by the Decree of the President of Ukraine dated 24.02.2022 No. 64 “On the Introduction of Martial Law in Ukraine” and the Resolution of the Cabinet of Ministers of Ukraine dated 12.10.2022 No. 1178 “On Approval of the Peculiarities of Public Procurement of Goods, Works and Services for Customers Provided for by the Law of Ukraine ‘On Public Procurement’ during the Period of Martial Law in Ukraine and within 90 Days after its Termination or Cancellation” (hereinafter referred to as the Resolution), have concluded this Contract as follows:

1. Subject of the Contract

1.1. The Supplier undertakes to supply to the Buyer: _____ (hereinafter referred to as the Goods), and the Buyer undertakes to accept and pay for the Goods on the terms stipulated in this Contract.

1.2. The name/assortment of the Goods, unit of measurement, quantity, unit price and total value of the Contract are specified in **the Specification**, which is an integral part of this Contract.

1.3. The volume of procurement of the Goods may be reduced depending on the actual financing of expenditures and the needs of the Buyer.

1.4. The Supplier confirms that the conclusion and performance of this Contract do not contradict the norms of the current legislation of Ukraine and comply with its requirements (in particular, regarding obtaining all necessary permits and approvals), and also confirms that the conclusion and performance of this Contract do not contradict the purpose of the Supplier’s activity, the provisions of its constituent documents or other local acts.

II. Quality of Goods, Works or Services

2.1. The Supplier must deliver to the Buyer goods that meet the medical and technical requirements of the tender documentation.

2.2. Packaging and packing must comply with the requirements established for this type of goods and protect the goods from damage and deterioration during transportation.

2.3. The Goods must be properly registered in Ukraine.

2.4. The quality of the supplied goods must comply with the current requirements of the legislation of Ukraine. For each batch of goods upon delivery, the Buyer shall be provided with a certificate of conformity of the goods, a duly certified copy of the declaration of conformity with the requirements of the Technical Regulation on Medical Devices, and a copy of the instructions for use in the Ukrainian language. The Supplier shall be liable for the quality of the goods throughout the shelf life.

2.5. The warranty period of operation is ____ months from the date of commissioning.

III. Contract Price

3.1. The total contract value is _____ UAH (*in words*), including VAT – _____ / without VAT in accordance with clause 193.1 of the Tax Code of Ukraine.

3.2. The Contract price may be reduced in accordance with the actual financing of the institution.

3.3. The price of the Goods includes the costs of transportation and shipment, as well as the cost of packaging and training.

IV. Payment Procedure

- 4.1. The Buyer shall make payment for the Goods on the basis of the invoice issued by the Seller and a duly executed expenditure invoice on the terms of deferred payment for up to **90 calendar days** from the date of delivery of the Goods.
- 4.2. Obligations under the Contract arise only if there are relevant financial (payment) capabilities of the Buyer and within the limits of approved expenditures for the procurement of the Goods in the Buyer's financial plan.

V. Delivery of Goods

- 5.1. Delivery term of the goods: by **31.12.2026**.
- 5.2. Delivery procedure: The Goods shall be delivered in batches within 15 working days after receipt of the Buyer's request, but no later than the deadline set in clause 5.1 of Section V of this Contract.
- 5.3. Place of delivery (transfer) of the goods: 79059, Ukraine, Lviv region, Lviv,
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- 5.4. Upon delivery of the goods, the Supplier must provide the original or a copy of the manufacturer's quality certificate or another document confirming the quality of the Goods.
- 5.5. Delivery of the goods is carried out by the Supplier. Unloading of the goods at the place of destination shall be performed by the Supplier.
- 5.6. Delivery, installation and commissioning of the equipment shall be carried out at the expense of the Supplier.

VI. Rights and Obligations of the Parties

- 6.1. The Buyer undertakes:
- 6.1.1. To make timely and full payment for the delivered goods;
- 6.1.2. To accept the delivered goods as to quantity in accordance with the accompanying documents, and as to quality – in accordance with the documents certifying the quality of the goods.
- 6.2. The Buyer has the right:
- 6.2.1. To unilaterally terminate this Contract early in case of non-performance or improper performance of obligations or in case of a single gross breach of the Contract terms by the Supplier, by notifying the Supplier within 5 working days from the date of such event. A gross breach of the Contract terms shall be considered:
- 6.2.1. - violation of the goods delivery deadline stipulated in clause 5.1 of this Contract;
- 6.2.2. - violation of the terms of delivery and preservation of the marketable appearance of the goods;
- 6.2.3. - delivery of the goods not in full volume, assortment or quantity that does not correspond to the Supplier's proposal and the Specification which is an integral part of this Contract.
- 6.2.4. If a violation of the terms of the Agreement set forth in Section 6.2.1 of this Agreement is detected, a Commission Report on the Violation shall be drawn up.
- 6.2.5. To control the delivery of goods within the deadlines established by this Contract; 6.2.6. To reduce the volume of procurement of goods and the total value of this Contract depending on the actual financing of expenditures. In such a case, the Parties shall make appropriate amendments to this Contract;
- 6.2.7. To return the Supplier's invoice without payment in case of improper execution of documents (absence of seal, signatures, etc.).
- 6.3. The Supplier undertakes:

6.3.1. To ensure delivery of the goods within the deadlines established by this Contract;

6.3.2. To ensure delivery of goods whose quality meets the conditions set out in Section II of this Contract.

6.4. The Supplier has the right:

6.4.1. To receive timely and full payment for the delivered goods;

6.4.2. To make early delivery of the goods upon written agreement of the Buyer;

6.4.3. In case of non-performance of obligations by the Buyer, the Supplier has the right to unilaterally terminate this Contract early by notifying the Buyer within 10 working days.

VII. Liability of the Parties

7.1. For non-performance or improper performance of the terms of this Contract, the Parties shall bear liability in accordance with the procedure and amounts established by the current legislation of Ukraine.

7.2. In case of violation of the terms of transfer of the Goods under this Contract, the Buyer has the right to demand, and the Supplier shall pay, upon the Buyer's request, a fine in the amount of double the NBU discount rate of the price of the untimely transferred Goods for each day of violation of the transfer deadlines.

7.3. In case of delay in the transfer (shipment) of the Goods to the Buyer beyond the period stipulated by this Contract and/or the sent Request, the Supplier shall pay the Buyer a fine in the amount of 5% of the value of the undelivered Goods for each day of delay. For delay in delivery exceeding 10 calendar days, the Supplier shall additionally pay a fine in the amount of 10% of the value of the undelivered Goods.

7.4. In case of the Supplier's refusal to fulfill obligations regarding the supply of quality Goods under the terms of this Contract for more than 5 calendar days, the Supplier shall, in addition to other sanctions, pay the Buyer a fine in the amount of 20% of the Contract value. From the moment of initiating its participation in the procurement procedure of the Goods and by signing this Contract, the Supplier voluntarily and knowingly declares its unconditional ability to properly fulfill all obligations under the Contract during the entire term of the Contract. The Supplier shall not have the right to refer to the impossibility of supply or to defects in the quality of the Goods due to non-compliance with the contractual requirements, including quality requirements, on the part of the Goods manufacturer (if the Supplier under the Contract and the Goods manufacturer are different persons).

7.5. Penalties and fines under this Contract shall be accrued throughout the entire period of violation for delay in the performance of obligations.

7.6. In the event that Goods are delivered with quality characteristics, assortment or completeness that do not comply with the terms of the Contract and its annexes, or in the absence of the necessary documents for the Goods upon delivery, the Buyer has the right to refuse acceptance of the Goods and refuse to pay for them.

7.7. The Supplier shall be liable for the quality of the Goods.

7.8. The Parties shall bear full responsibility for the accuracy of the details specified by them in this Contract and undertake to promptly notify the other Party in writing of any changes thereto. In case of failure to notify, the Parties shall bear the risk of adverse consequences arising therefrom.

7.9. Disputes and disagreements arising between the Parties during the performance of the Contract shall be resolved through negotiations. In cases where it is impossible to reach an agreement through negotiations, the dispute shall be referred to the competent court and considered in accordance with the procedure established by the current legislation of Ukraine. Compliance with the claim procedure is mandatory. The Supplier agrees that all notices, claims, and letters sent by the Buyer to its address shall be deemed received by the Supplier on the day the scanned copy of the relevant notice, claim, or letter is sent to the Supplier's email address.

VIII. Force Majeure Circumstances

8.1. The Parties shall be released from liability for non-performance or improper performance of obligations under this Contract in the event of force majeure circumstances that did not exist at the time of conclusion of the Contract and arose beyond the will of the Parties (accident, catastrophe, natural disaster, epidemic, epizootic, war, etc.).

8.2. The Party that is unable to perform its obligations under this Contract due to force majeure circumstances must notify the other Party thereof no later than within 5 days from the moment of their occurrence.

8.3. Proof of the occurrence of force majeure circumstances and the duration of their effect shall be the relevant documents issued by the competent authorities.

8.4. If the duration of force majeure circumstances exceeds 30 days, each of the Parties shall have the right to terminate this Contract in the prescribed manner.

IX. Dispute Resolution

9.1. In the event of disputes or disagreements, the Parties undertake to resolve them through mutual negotiations and consultations.

9.2. If the Parties fail to reach an agreement, disputes (disagreements) shall be resolved in court.

X. Other Terms. Procedure for Amending the Contract Terms

10.1. The essential terms of the Contract are the subject matter (name, quantity, quality), price, and term of the Contract. Other terms of the Contract are not essential and may be amended in accordance with the norms of the Civil Code and the terms of this Contract.

10.1.1. Essential terms of the Contract may not be amended after its signing until the Parties fully perform their obligations, except in the following cases:

- 1) reduction of the procurement volume, in particular taking into account the actual volume of the Buyer's expenditures;
- 2) an agreed increase in the unit price of the goods by no more than 10 percent in proportion to the fluctuation of the price of such goods on the market that occurred from the date of conclusion of the procurement contract (in case of the first increase in the unit price under this subclause) or from the date of the last amendment to the procurement contract regarding the unit price (in case of the second and subsequent increases), provided that such fluctuation is documented. Such amendments to the procurement contract may be made no earlier than 90 days from the date of signing the procurement contract or making amendments thereto regarding the increase in the unit price, provided that such amendments do not lead to an increase in the amount specified in the procurement contract. The restriction on the timing of amendments regarding the increase in the unit price shall not apply in the case of amendments to the procurement contract for gasoline and diesel fuel, natural gas, and electricity. The restriction on increasing the unit price by no more than 10 percent shall apply to each individual case of increasing the unit price (without limiting the number of amendments). The amended unit price shall not exceed the unit price provided for in the initial procurement contract by more than 50 percent;
- 3) improvement of the quality of the procurement subject, provided that such improvement does not lead to an increase in the amount specified in the procurement contract;
- 4) extension of the term of the procurement contract and/or the term of performance of obligations regarding the transfer of goods, performance of works, or provision of services in the event of documented objective circumstances that caused such extension, including force majeure circumstances or delays in financing the Buyer's expenditures, provided that such changes do not lead to an increase in the amount specified in the procurement contract;
- 5) agreement on a decrease in the price in the procurement contract (without changing the quantity (volume) and quality of goods, works, and services);

- 6) change in the price in the procurement contract due to changes in tax and duty rates and/or changes in taxation benefits – in proportion to such changes in rates and/or taxation benefits, as well as due to changes in the taxation system in proportion to the change in tax burden resulting from the change in the taxation system;
- 7) changes in the consumer price index established by the state statistics authorities, changes in the exchange rate of foreign currency, changes in exchange quotations or Platts, ARGUS indicators, regulated prices (tariffs), norms, or average weighted prices for electricity in the “day-ahead” market applied in the procurement contract, in case the Contract provides for the procedure for changing the price;
- 8) changes in terms due to the application of the provisions of part six of Article 41 of the Law.

10.1.2. The Buyer has determined that in the event of the need to change the payment details specified in Section XIII of this Contract, such change shall not be considered an amendment to the essential terms of the Contract.

10.2. The Contract shall terminate:

- upon full performance by the Parties of their obligations under this Contract;
- by mutual agreement of the Parties;
- on other grounds provided for by the current legislation of Ukraine.

10.3. After conclusion, the procurement contract becomes binding on the Parties and must be performed by them in accordance with its terms.

10.4. The terms of the Contract remain in force throughout the entire term of the Contract.

10.5. This Contract may be amended and supplemented (including extension of its validity) by agreement of the Parties, as well as in other cases provided for by the current legislation of Ukraine.

10.6. Amendments and supplements to this Contract, as well as its termination, shall be executed in writing as additional agreements to the Contract and shall be valid only if signed by the authorized representatives of the Parties.

10.7. Neither Party shall have the right to transfer its rights and obligations under this Contract to a third party without obtaining the written consent of the other Party.

10.8. Expiration of this Contract does not release the Parties from the obligation to complete the performance of those obligations that were defined (commenced, accepted for performance) by them before the termination of the Contract and to make final settlements.

10.9. In cases not provided for by this Contract, the Parties shall be guided by the current legislation of Ukraine.

10.10. The Parties undertake to immediately notify each other in writing in the event of any change in banking or postal details.

XI. Term of the Contract

11.1. The procurement contract enters into force from the moment of signing and remains valid **until 31.12.2026 or until the Parties fully perform their contractual obligations.**

11.2. The validity of the procurement contract may be extended for a period sufficient to conduct the procurement procedure at the beginning of the following year, in an amount not exceeding 20 percent of the amount specified in the initial contract concluded in the previous year, provided that the expenditures for achieving this purpose have been approved in the prescribed manner.

XII. Anti-Corruption Provisions

12.1. The Parties to this Contract undertake to comply with and ensure compliance with the requirements of anti-corruption legislation by their participants (founders), managers, and other employees, as well as by persons acting on their behalf.

12.2. Violation by one of the Parties of any of the requirements of anti-corruption legislation shall be considered a material breach of this Contract, granting the other Party the right to early termination of this Contract by sending a written notice. In such a case, the Party that violated any requirement of anti-corruption legislation undertakes not to claim compensation for damages caused by such termination of the Contract.

12.3. The Supplier guarantees that it has not offered and will not offer any reward, gift, or any other advantage, benefit, or gain to simplify formalities in connection with the performance of this Contract, and will not accept, nor agree to accept from any person, either on its own behalf or on behalf of others, any gift, payment, reward, financial or non-financial advantages or values of any kind, participation in any events or promotions, or any right that constitutes an illegal or corrupt practice under the legislation of Ukraine, directly or indirectly, in connection with this Contract or otherwise. The Supplier must ensure that its employees, subcontractors, or representatives do not engage in such actions (hereinafter referred to as the “Anti-Corruption Commitment”).

12.4. The Parties undertake to provide all up-to-date information in connection with the performance of this Contract regarding the existence or emergence of any potential or actual conflict of interest.

12.5. The Parties undertake to ensure the storage of information, accounts, and other documents, including those related to their counterparties that pertain to this Contract, for 5 years after the expiration of its term and to provide them upon request of the responsible entity and/or the anti-corruption officer.

12.6. A Party may immediately suspend the performance of this Contract for one month if it suspects the other Party (counterparty) of violating or likely violating the Anti-Corruption Commitment, based on a written recommendation of the anti-corruption officer or in the presence of a fact of committing a corrupt or corruption-related offense by the other Party (its officials), of which the Party that discovered such violation shall notify the other Party (counterparty) no later than the next working day after making such decision.

12.7. During such suspension period, the Party suspected of violating or likely violating the Anti-Corruption Commitment shall provide the other Party (counterparty) with the necessary information and documents required to establish the validity of such suspicion and has the right to independently refute such suspicion.

12.8. If the Party that discovered the violation of the Anti-Corruption Commitment establishes that the suspicion is justified, it shall have the right to immediately terminate this Contract unilaterally by sending a written notice to the other Party with the relevant arguments.

12.9. The Parties guarantee that no sanctions established by the Law of Ukraine “On Sanctions” have been applied to them or their managers. In the event that such sanctions are applied, the Parties undertake to notify each other of the application of sanctions within the next working day after the relevant decision of the National Security and Defense Council of Ukraine enters into force.

12.10. The Parties are not subject to the restrictions defined by the Resolution of the Cabinet of Ministers of Ukraine dated 03.03.2022 No. 187 “On Ensuring the Protection of National Interests in Future Lawsuits of Ukraine in Connection with the Military Aggression of the Russian Federation” and the Resolution of the Cabinet of Ministers of Ukraine dated 12.10.2022 No. 1178. The Parties shall bear responsibility for the accuracy of such information.

The Party (counterparty) shall immediately disclose in writing to the other Party the details of any violation of the Anti-Corruption Commitment by sending an email to the following address: stopcor1tmolviv@ukr.net and/or notify of the violation of the Anti-Corruption Commitment via the Party’s hotline at (032) 252 11 23. This obligation is continuous.

12.11. The Parties must:

- always comply with the Anti-Corruption Commitment;
- monitor their employees, representatives, and subcontractors acting on their behalf to ensure compliance with the Anti-Corruption Commitment.

XIII. Appendices to the Contract

13.1. An integral part of this Agreement is: **the Specification.**

XIV. Location and Bank Details of the Parties

Supplier:

Buyer:

Municipal non-profit enterprise «Lviv Territorial Medical Union «Multidisciplinary Clinical Hospital of Emergency and Intensive Care»
 79059, Lviv, 9 I. Mykolaychuka St.,
 EDRPOU code 44496574, VAT ID 444965713074
 UA733204780000026007000215618
 JSC “UKRGASBANK”

Director of the Separated subdivision «Saint Panteleimon Hospital»

_____ Yulian HOLYK
 (M.P.)

ANNEX 5

to the tender documentation for procurement

List of documents and information to be submitted by the PARTICIPANT as part of the tender proposal

1. Documents confirming the authority of an official or representative of the participant to sign tender proposal documents;
 2. A certificate containing general information about the Participant;
 3. Written consent in free form with the Technical Specification (task) provided in Appendix 3 to the tender documentation, signed by the head or an authorized person;
 4. Information in free form about the ultimate beneficial owner(s), indicating their citizenship and share in the authorized capital;
- In case the ultimate beneficial owner(s) is/are citizen(s) of the Russian Federation, the legality of residence in Ukraine must be confirmed by one of the following documents:
 - a) USSR passport of the 1974 model with registration in Ukraine or registered national passport;
 - b) permanent or temporary residence permit in Ukraine;
 - c) military ID issued to a Russian citizen serving under contract in the Armed Forces of Ukraine;

d) refugee certificate or document confirming asylum in Ukraine (Article 1 of the Law of Ukraine “On Citizenship of Ukraine”).

5. Certificate in free form on experience in performing similar contract(s) (indicating contract number, date, subject, amount, year of performance, and customer details including name, address, EDRPOU code, and contact phone number);

6. The offered goods must comply with national and/or international standards and the medical-technical requirements specified in this appendix. Compliance must be confirmed by the manufacturer’s technical documentation (user manual, instructions, technical description, technical specifications, or other documents in Ukrainian), with copies provided;

7. The offered goods must be new, unused, and have a warranty period of at least 12 months. The participant must provide a letter confirming this, including that no demonstration use occurred;

8. The participant must provide qualified training for the customer’s staff on the use of the equipment at the installation site. Confirmation: guarantee letter;

9. The goods must have service support in Ukraine. A letter indicating the service center address must be provided;

10. The goods must be included in the State Register of Medical Equipment and Medical Devices and/or be legally placed on the market in accordance with technical regulations. Confirmation: copy of declaration or conformity assessment documents, or guarantee letter that such documents will be provided upon delivery;

11. Delivery, installation, and commissioning must be provided at the participant’s expense. Confirmation: letter in free form;

12. If the tender is submitted by a consortium, a document on its creation must be included;

13. Qualified electronic signature (QES) / advanced electronic signature (AES) must be applied to the tender proposal;

14. All documents must be submitted electronically via the procurement system (scanned or electronic documents);

15. If a document is not required under applicable law, the participant must provide an explanatory letter;

16. In case of abnormally low price, justification must be provided within one working day;

17. Documents must be in Ukrainian or accompanied by a certified Ukrainian translation;

18. In case of a non-resident participant, additional information on beneficial owners must be provided, or an explanatory letter if not applicable.

ANNEX 6

to the tender documentation for procurement

List of documents and/or information to be submitted by the WINNER of the procurement procedure

I. List of documents to confirm compliance of the Winner with the requirements set out in paragraph 47 of the Specifics		
№	Requirements under paragraph 47 of the Specifics	The winning bidder must, in compliance with paragraph 47 of the Specifics (confirmation of

		<p>the absence of grounds), within a period not exceeding four days from the date of publication in the electronic procurement system of the notice of intent to enter into a procurement contract, submit the following documents to the contracting authority by publishing them in the electronic procurement system</p>
1. Documents to be submitted by the WINNER:		
1.1	<p>The head of a procurement procedure participant, or an individual who is a participant in the procurement procedure, has been held legally liable for committing a corruption offense or an offense related to corruption; (grounds pursuant to subparagraph 3 of paragraph 47 of the Specifics)</p>	<p>The contracting authority verifies this information on its own.</p> <p>At the same time, taking into account the requirement of paragraph 15 of Section 47 of the Specifics, the winner is obligated to provide confirmation that there are no grounds for rejection regarding the head of the procurement procedure participant (to provide an Information Certificate from the Unified State Register of Persons Who Have Committed Corruption or Corruption-Related Offenses, according to which no information will be found regarding corruption or corruption-related offenses concerning the head of the procurement procedure participant/the natural person who is a participant in the procurement procedure (generated from the registry https://corruptinfo.nazk.gov.ua/reference/getpersonalreference/individual).</p>
1.2	<p>An individual participating in a procurement procedure has been convicted of a criminal offense committed for personal gain (in particular, related to bribery and money laundering), and the conviction has not been expunged or extinguished in accordance with the procedure established by law; (grounds pursuant to subparagraph 5 of paragraph 47 of the Specifics)</p>	<p>An extract from the information and analytical system “Record of Information on Criminal Prosecution and Criminal Records” confirming that the individual who is the winning bidder in the procurement procedure has not been subject to criminal prosecution and has no unexpunged or unspent criminal record.</p> <p>The document must have been issued no more than 30 days prior to the date of its submission to the Customer.</p>
1.3	<p>The head of a participant in the procurement procedure has been convicted of a criminal offense committed for personal gain (in particular, related to bribery, fraud, or money laundering), and the conviction has not been expunged or extinguished in accordance with the procedure established by law; (grounds pursuant to subparagraph 6 of paragraph 47 of the Specifics)</p>	<p>An extract from the information and analytical system “Records of Criminal Prosecution and Criminal Convictions” stating that the head of the winning bidder has not been subject to criminal prosecution and has no unexpunged or unspent criminal convictions. The document must have been issued no more than 30 days prior to the date of its submission to the Customer.</p>
1.4	<p>The head of a procurement procedure participant, or an individual who is a</p>	

	<p>participant in the procurement procedure, has been held legally liable for committing an offense related to the use of child labor or any form of human trafficking (grounds pursuant to subparagraph 12 of paragraph 47 of the Specifics)</p>	<p>An extract from the information and analytical system “Records of Criminal Prosecution and Criminal Convictions” confirming that the head of the winning bidder in the procurement procedure, or the individual who is the winning bidder in the procurement procedure, has not been subject to criminal prosecution, and has no unexpunged or unspent criminal record.</p> <p>The document must have been issued no more than 30 days prior to the date of its submission to the Customer.</p>
<p>II. List of other documents and/or information to be submitted by the Winner</p>		
<p>1.</p>	<p>When entering into a procurement contract, the successful bidder must provide the relevant documentation evidencing their authority to sign the procurement contract (appointment order, power of attorney, etc.).</p>	