

# CONTRACT AGREEMENT

---

**Negotiated Procedure with Member State Designated Official  
Laboratories for the Analysis under the Residues and Contaminants  
National Plans 2024-2026 –  
The State Veterinary Institute Jihlava (SVIJ) – Czech Republic at the  
estimated cost of € 1,320,375.36 excl VAT for a period of 3 years, with the  
possibility of a six-month extension at the end of 2026.**

**Contract Ref No: CT5000/2024 – AHWD 85/2024  
- SVIJ**

This contract is concluded between (amend as applicable):

Department of Contracts  
Notre Dame Ravelin  
Floriana FRN 1600  
Malta  
Tel:  
E-mail: xxxxxxxxxxxxxxxxx  
(herein after called „The Central Government Authority“)

on behalf of

Animal Health and Welfare Department  
National Veterinary laboratory (NVL)  
Abattoir Street,  
Albert Town, MARSALA  
MALTA  
Tel: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx  
e-mail: xxx  
(herein after called „The Contracting Authority or NVL“)

on the one part, and

State Veterinary Institute Jihlava (SVIJ)  
Rantirovska 93/20  
Horni Kosov  
58601 Jihlava  
Czech Republic

Tel: xxx  
e-mail: xxx  
xx

(herein after called „The Contractor“)

on the other part.

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. The subject of this contract is Negotiated Procurement with Member State Designated Official Laboratories for the Analysis under the Residues and Contaminants National Plans 2024-2026 with the possibility of a six-month extension at the end of 2026.
3. The place of acceptance of the services shall be National Veterinary Laboratory, the time-limits for contract execution shall be as per Article 18 of the Special Conditions of this Tender, and the INCOTERM applicable shall be Delivery Duty Paid (DDP).
4. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
  - a) this Contract Agreement,
  - b) Annex B-the Special Conditions and Terms of Reference,
  - c) Annex C-the General Conditions
  - d) Annex D-the Technical and Financial Offer

Clarifications and Addenda shall have the order of precedence of the document according to the article they are modifying.

5. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the contract in full compliance with the provisions of the contract.
6. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution of the contract and remedying of any defects therein the maximum amount of: € 1,320,375.36 VAT for a period of 3 years, with the possibility of a six-month extension at the end of 2026 (one million, three hundred and twenty thousand and three hundred and seventy five euro and thirty-six euro cents) including Taxes, Other Duties and Discounts but excluding VAT, or such other sum as may become payable under the provisions of the contract at the times and in the manner proscribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003, Act XV of 2016 and relevant Legal Notices). The maximum amount covers the national risk-based control plan for third country imports (NRCP-BCP), the national randomised surveillance plan, the contaminants control plan, the contaminants control plan for third country imports, the feeds survey plan, including also confirmatory analysis, as may arise and additional samples due to follow-up investigations.
7. The contract shall be subject to standards of performance and expected outputs during the contract period as detailed in Annex B- Special Conditions and unsatisfactory performance may lead to termination of the contract.
8. A telephone number must be available where the contractor will be available from Monday to Friday, normal business hours (except of blank holidays).
9. The signed contract will be published in the Register of Contracts in accordance with Czech law.

10. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party or the date of the Letter of Intent (whichever date comes the earliest).

The provisions of this contract are without prejudice to the obligations of the Central Government Authority/Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Central Government Authority/Contracting Authority, prior to disclosure of any information to a third party in relation to any provision of this contract, which has not yet been made public, shall consult the Contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Department of Contracts in terms of the Act.

Done in English in two originals: one for Contracting Authority, and one for the Contractor.

Contractor:  
State Veterinary Institute Jihlava

Contracting Authority:  
Animal Health and Welfare Department

Signed by:  
MVDr. Pavel Barták, Ph.D.

Signed by:  
Dr. Marica Gatt

14.5.2024