



REPUBLIC OF CROATIA
Central Finance and Contracting Agency

Ulica grada Vukovara 284, Block C, 10 000 Zagreb, Croatia; phone: +385 1 4591 245 fax: +385 1 4591 075, www.safu.hr

TO WHOM IT MAY CONCERN

CERTIFICATE OF PERFORMANCE OF THE CONTRACT

This letter is to certify that Bioveta a.s., Komenského 212, 68323 Ivanovice na Hané, Czech Republic in consortium with Elmontex a.s, Vratimovská 69/335, 718 00 Ostrava – Kunčičky, Czech Republic fulfilled its contractual obligations under the contract as follows:

Number and title of the contract	Programme	Subject of the contract	Value of the contract (EUR)	Dates and place
2008-0303-080301 "Distribution of vaccine for oral vaccination of foxes against rabies" (EuropeAid/129 467/D/SER/HR)	IPA 2008	The subject of the contract is distribution of 4 038 550 vaccines against rabies for immunization of foxes during 4 vaccination campaigns on the territory of Croatia.	1.150.448,00	April 2011 – December 2012, Republic of Croatia

This certificate is issued for the express purpose of bidding for other tenders and may not be used for other purposes.

Sincerely yours,


DIRECTOR

Natasa Mikuš Žigman

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ELMONTEX a. s.
Vratimovská 69/335
718 00 Ostrava – Kunčičky
DIČ: CZ47155086

SERVICE CONTRACT No 2008-0303-080301

FOR

EUROPEAN UNION EXTERNAL ACTIONS

FINANCED FROM THE EU GENERAL BUDGET

Central Finance and Contracting Agency, Ulica Grada Vukovara 294, objekt C, 10000 Zagreb,
Croatia
("the Contracting Authority"),

and

of the one part,

Biovera, a.s.
25304046
Komenského 212,
683 23 Ivanovice na Hanu, Czech Republic
CZ 25304046

in consortium with:

ELMONTEX a.s.
Vratimovská 69/335,
718 00 Ostrava – Kunčičky, Czech Republic

("the Consultant")

have agreed as follows:

of the other part,

SPECIAL CONDITIONS

(1) Subject

The subject of this Contract is Distribution of vaccine for oral vaccination of foxes against rabies done in the Republic of Croatia with identification number EuropeAid/129467/D/SER/HR ("the services").

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718 00 Ostrava - Kunčičky
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(2) Structure of the contract

The Consultant will carry out the services on the terms and conditions set out in this contract, which comprises, in order of precedence, these special conditions ("Special Conditions") and the following annexes:

Annex I: General Conditions for service contracts financed by the European Community

Annex II: Terms of reference

Annex III: Organisation and methodology

Annex IV: Key experts

Annex V: Budget

Annex VI: Forms and other relevant documents

In case of any contradiction between the above documents, their provisions shall be applied according to the above order of precedence.

(3) Contract value

This contract, established in euro is a global price contract. The contract value is EUR 997,500,00, of which

80% (798,000,00 EUR) is paid by IPA and

20% (199,500,00 EUR) is paid by the national co-financing

(4) Commencement date

The date for commencing implementation shall be within 3 months of the signature of this contract by both parties and shall be determined by an administrative order issued by the Project Manager.

(5) Period of implementation

The period of implementation of the tasks identified in Annexes II & III is 20 months from the Commencement date. During this period the Consultant will perform for oral vaccination campaigns two seasonal vaccination campaigns per year (spring and autumn) during two consecutive years.

(6) Reporting

The Consultant shall submit reports as specified in the Terms of reference including Campaign reports (Article 7 of Annex II: Terms of Reference).

(7) Payments and bank account

7.1 Payments will be made in euro in accordance with Article 29 of the General Conditions into the bank account notified by the Consultant to the Contracting Authority in accordance with Article 7.8 and 20.7 of the General Conditions. However, payments within Croatia shall be made in Croatian currency counter value of the relevant amount due in Euro, in accordance with provisions of the current Foreign Exchange Act of the Republic of Croatia

7.2 The Contracting Authority will make payments to the Consultant in the following manner:

Installment	EUR
1 Pre-financing payment ¹	299.250,00
2 Balance ²	299.250,00
3 Balance	299.250,00
4 Balance	99.750,00
Total	997.500,00

(8) Contract addresses

Any written communication relating to this Contract between the Contracting Authority and the Consultant must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand to the addresses identified in accordance with Article 5.3 and 7.8. of the General Conditions.

(9) Law and language of the contract

- 9.1 The law of Republic of Croatia shall govern all matters not covered by the contract.
- 9.2 The language of the contract and of all written communications between the Consultant and the Contracting Authority and/or the Project Manager shall be English.

(10) Tax and customs arrangements

The contract shall be exempt from all duties and taxes, including VAT.

(11) Dispute settlement

- 11.1 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Republic of Croatia applying the national legislation of the Contracting Authority.

(12) Other specific conditions applying to the contract

The consultant must take the necessary measures to ensure the visibility of the EU financing or co-financing. Such measures must be in accordance with the applicable rules on the visibility of external action laid down and published by the Commission. These rules are set out in the

¹ The Consultant is not obliged to ask for pre-financing
² Each balance payment is payable after completion of 2nd, 3rd and 4th distribution campaign and upon approval of 2nd, 3rd and 4th Campaign report (TOR, Article 7.1). The Consultant is not obliged to ask for balance payment after approval of previously mentioned Campaign reports.

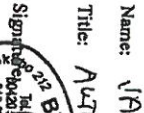
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Communication and Visibility Manual for External Actions available from the Europe Aid website at http://ec.europa.eu/europeaid/work/visibility/index_en.htm.
 The following derogations from the General Conditions shall apply:
 By derogation from Article 29.1, Option 2 – Global price contract new payment schedule is presented in article 7.2 of these Special conditions.

Done in English in three originals, one original being for the Contracting Authority, one original being for the European Commission, and one original being for the Consultant.

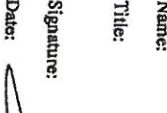
For the Consultant

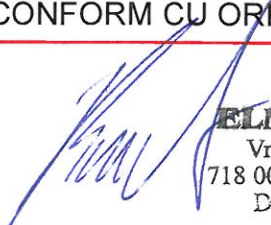
For the Contracting Authority

Name: **VANDRIE SARL**
 Title: **AUTHORIZED PERSON**
 Signature: 
 Date: **31/05/2011**

Name: **FINANCOVNA AGENCIJA ZA PROJEKAT I PROGRAME ERARNE ZAGREB**
 Title: **Project Manager, Programme**
 Signature: 
 Date: **31/05/2011**

Endorsed for financing by the European Union

Name: **Paul Vandoren**
 Title: **Head of Delegation of the European Union**
 Signature: 
 Date: **31/5/11**

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