

the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. Payment of the amounts due to the Contractor under the Contract may only be made to the following bank account(s):

Payee's Account Name: Euro-Asfalt d.o.o. Sarajevo

Payee's Account No. (BAM) [REDACTED]

Payee's Account No. (IBAN): BA [REDACTED]

Payee's Bank Name: [REDACTED]

Payee's Bank Address: [REDACTED] BiH

SWIFT CODE: [REDACTED]

Payee's Bank's Correspondent details:

Correspondent Bank Name: [REDACTED]

Address: [REDACTED]

SWIFT CODE: [REDACTED]

5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Agreement to be executed in accordance with the laws of Bosnia and Herzegovina on the day, month and year indicated above.

Signed by:

Mr. Selmir Kovač, Director

[REDACTED]

Signed by:

Mr. Jasmin Bučo, Technical Director

[REDACTED]

For and on behalf of the Employer in the presence of

For and on behalf of the Contractor in the presence of

Witness: Minister of Traffic of Sarajevo Canton

Mr. Adnan Šteta

[REDACTED]

Witness: Head of Legal department

Mr. Salih Kovačević

[REDACTED]

No. 12994254

Date: 29.04.2022.

No. _____

Date: _____

**BOSNIA AND HERZEGOVINA
FEDERATION OF BOSNIA AND HERZEGOVINA
CANTON SARAJEVO**

Contract

**CONSTRUCTION OF TUNNEL KOBILJA GLAVA AND SECTION FROM
TUNNEL TO CONNECTION TO M18 IN THE HOTONJ SETTLEMENT**

Contract No. 12994254

Employer:

Canton Sarajevo, Ministry of Traffic – Road Directorate

Source of funds:

European Bank for Reconstruction and Development (EBRD)



April 2022

CONTRACT AGREEMENT

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made on the 29th day of April, 2022.

BETWEEN

- (1) **Canton Sarajevo, Ministry of Traffic – Road Directorate**, Bosnia and Herzegovina having its principal place of business at Hamida Dizdara 1, 71000 Sarajevo, Bosnia and Herzegovina (hereinafter called "the Employer"), and
- (2) **Euro-Asfalt d.o.o. Sarajevo**, a corporation incorporated under the laws of Bosnia and Herzegovina and having its principal place of business at Rajlovac bb, 71000 Sarajevo, Bosnia and Herzegovina (hereinafter called "the Contractor").

WHEREAS the Employer invited tenders for the execution of the Works, described as **Construction of tunnel Kobilja Glava and Section from tunnel to connection to M18 in the Hotonj settlement (Contract No. 12994254)** and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and the Employer agrees to pay the Contractor the Contract Price in the amount of **EUR 31,107,281.36** (thirty-one million one hundred seven thousand two hundred eighty-one and 36/100 EUR), exclusive of VAT, or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents, in order of precedence, shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract document:
 - (a) the Contract Agreement, sole act without connected documents,
 - (b) the Tender Clarifications,
 - (c) the Letter of Acceptance, sole act without connected documents,
 - (d) the Letter of Tender, sole act without connected documents,
 - (e) the Appendix to Tender,
 - (f) the Particular Conditions of Contract,
 - (g) the General Conditions of Contract,
 - (h) the Specification,
 - (i) the Drawings,
 - (j) the Bill of Quantities,
 - (k) the Contractor's additional information from Tender and all other documents forming an integral part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute