

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

Contract

**CONSTRUCTION OF CONNECTION OF IX TRANSVERSAL WITH SAFET
ZAIKO AND SMAIL ŠIKALO STREETS INCLUDING RECONSTRUCTION
OF SAFET ZAIKO STREET**

Contract No. 12929120

Employer:

Canal Sarajevo, Ministry of Traffic – Road Directorate

Source of funds:

European Bank for Reconstruction and Development (EBRD)

October 2021



CONTRACT AGREEMENT

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THIS CONTRACT AGREEMENT is made on the 22nd day of October, 2021.

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 connection of IX transversal with Safet Zajko and Smail Šikalo streets including reconstruction of Safet Zajko Street (Contract No. 12929120)** 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 3,972,684.78** (three million nine hundred seventy-two thousand six hundred eighty-four and 78/100 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 documents:
 - (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

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): [REDACTED]

Payee's Bank Name: [REDACTED]

Payee's Bank Address: [REDACTED] Bosnia and Herzegovina

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. Selimir Kovač, Director

For and on behalf of the Employer in the presence of

Witness: Minister of Traffic of Sarajevo Canton

Date: 22.10.2021.

Signed by:

Mr. Jasmin Bučo, Technical director

For and on behalf of the Contractor in the presence of

Witness: Employee of the Contractor

Mr. Munir Ramić

No.

Date: 22.10.2021.