ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ
ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ ΤΗι 13 ΑΠΡΙΛΙΟΥ 1960	ΤΕΥΧΟΣ ΠΡΩΤΟΝ	ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ 44

ΣΥΜΒΑΣΕΙΣ

Περὶ δημοσιεύσεως τῆς μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ Πολωνικοῦ Οἴκου CEKOP ὑπογραφείσης ἀπὸ 3 Μαρτίου 1960 Συμβάσεως διὰ τὴν κατασκευὴν ἐργοστασίου σακχάρεως ἐν τῇ περιοχῇ Σερρῶν.

ΟΙ ΥΠΟΥΡΓΟΙ
ΣΥΝΤΟΝΙΣΜΟΥ ΚΑΙ ΒΙΟΜΗΧΑΝΙΑΣ

Ἔχοντες ὑπ' ὄψιν:

α) Τὰς διατάξεις τῆς παραγράφου 1 τοῦ ἄρθρου 3 τοῦ Ν. 4036)1960 «περὶ κυρώσεως Συμβάσεως κλπ.» ἐργοστασίου σακχάρεως ἐν τῇ περιοχῇ Λαρίσης κλπ.

β) Τὴν ὑπ' ἀριθ. 32 ἀπὸ 2 Μαρτίου 1960 πρᾶξιν τοῦ Ὑπουργικοῦ Συμβουλίου περὶ ἐξουσιοδοτήσεως ἡμῶν διὰ τὴν ὑπογραφὴν Συμβάσεως μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ Πολωνικοῦ Οἴκου CEKOP διὰ τὴν κατασκευὴν ἐργοστασίου σακχάρεως ἐν τῇ περιοχῇ Σερρῶν, δημοσιευθεῖσαν εἰς τὸ ὑπ' ἀριθ. 29)1960 τεῦχος Α' τῆς Ἐφημερίδος τῆς Κυβερνήσεως καὶ

γ) Τὴν ὑπογραφεῖσαν ἀπὸ 3 Μαρτίου 1960 Σύμβασιν μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ Πολωνικοῦ Οἴκου CEKOP διὰ τὴν κατασκευὴν ἐργοστασίου σακχάρεως ἐν τῇ περιοχῇ Σερρῶν, ἀποφασίζομεν:

Ὅπως τὸ κείμενον τῆς κατ' ἐξουσιοδότησιν τῆς ὑπ' ἀριθ. 32 ἀπὸ 2 Μαρτίου 1960 πράξεως τοῦ Ὑπουργικοῦ Συμβουλίου ὑπογραφείσης παρ' ἡμῶν ἀπὸ 3 Μαρτίου 1960 Συμβάσεως μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ Πολωνικοῦ Οἴκου CEKOP διὰ τὴν κατασκευὴν ἐργοστασίου σακχάρεως ἀνεγερθησομένου ἐν τῇ περιοχῇ Σερρῶν εἰς τὴν Ἑλληνικὴν καὶ Ἀγγλικὴν γλῶσσαν μετὰ τῶν προσαρτωμένων αὐτῇ σχεδίων, ἐγγυητικῶν ἐπιστολῶν καὶ παραρτημάτων, ἐξαιρέσει τῶν Α καὶ G παραρτημάτων δημοσιευομένων μόνον εἰς τὴν Ἀγγλικὴν γλῶσσαν, δημοσιευθῇ εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως συμφώνως πρὸς τὴν ρητὴν διάταξιν τῆς παραγράφου 1 τοῦ ἄρθρου 3 τοῦ ὑπ' ἀριθ. 4036)1960 Νόμου.

Ἐν Ἀθήναις τῇ 11 Ἀπριλίου 1960

ΟΙ ΥΠΟΥΡΓΟΙ

ΕΠΙ ΤΟΥ ΣΥΝΤΟΝΙΣΜΟΥ
ΑΡ. ΠΡΩΤΟΠΑΠΑΔΑΚΗΣ

ΕΠΙ ΤΗΣ ΒΙΟΜΗΧΑΝΙΑΣ
Ν. ΜΑΡΤΗΣ

ΣΥΜΒΑΣΙΣ

Ἐν Ἀθήναις, σήμερον, τὴν 3ην Μαρτίου 1960, μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου, ἐκπροσωπουμένου ἐν προκειμένῳ διὰ τὴν ὑπογραφὴν τῆς παρούσης Συμβάσεως ὑπὸ τῶν Ὑπουργῶν: 1) Συντονισμοῦ, κ. Α. Πρωτοπαπαδάκη καὶ 2) Βιομηχανίας, κ. Ν. Μάρτη, ἐχόντων τὴν νόμιμον αὐτῶν διεύθυνσιν ἐν Ἀθήναις: Ὑπουργεῖον Συντονισμοῦ καὶ Ὑπουργεῖον Βιομηχανίας καὶ ἐξουσιοδοτηθέντων πρὸς τοῦτο δυνάμει τοῦ Νόμου 4036)27–2–1960 καὶ τῆς ὑπ' ἀριθ. 32]2.3.1960 Πράξεως τοῦ Ὑπουργικοῦ Συμβουλίου, καὶ καλουμένου ἐφεξῆς «ὁ ΕΡΓΟΔΟΤΗΣ» ἀφ' ἑνός, καὶ ἀφ' ἑτέρου τοῦ Πολωνικοῦ Οἴκου CEKOP, ἐκπροσωπουμένου ὑπὸ τῶν κ. κ. ZYGMUNT FURTAK, Γενικοῦ Διευθυντοῦ τοῦ Οἴκου CEKOP καὶ BOGDAN SUCHOWIAK, Τεχνικοῦ Διευθυντοῦ τοῦ Οἴκου CEKOP, κατοίκων Βαρσοβίας, δεόντως ἐξουσιοδοτημένων, συμφώνως πρὸς τὰ προσηρτημένα τῇ παρούσῃ δεόντως κεκυρωμένα ἔγγραφα ἐξουσιοδοτήσεως, ἀναφερομένου τοῦ λοιποῦ «ὁ ΑΝΑΔΟΧΟΣ», συνωμολογήθησαν τὰ ἑξῆς :

ΠΡΟΟΙΜΙΟΝ

Ὁ ΕΡΓΟΔΟΤΗΣ ἐπιθυμῶν τὴν ἀνέγερσιν δευτέρου Ἐργοστασίου Σακχάρεως ἐκ σακχαροτεύτλων, δυναμικότητος κατεργασίας 2.000 τόννων σακχαροτεύτλων ἡμερησίως καὶ λαβὼν ὑπ' ὄψιν ὅτι κατὰ τὸν προκηρυχθέντα διὰ τὴν 5ην Μαρτίου 1958 διεθνῆ διαγωνισμὸν διὰ τὴν κατασκευὴν τοῦ πρώτου Ἐργοστασίου Σακχάρεως ἐν τῇ περιοχῇ Λαρίσης, ὁ Πολωνικὸς Οἶκος CEKOP εἶχεν ὑποβάλει σχετικὴν προσφορὰν δι' ἐργοστάσιον τῆς αὐτῆς δυναμικότητος, ἀποφασίζει ὅπως τὴν κατασκευὴν τοῦ ἐν λόγῳ δευτέρου Ἐργοστασίου ἀναθέσῃ εἰς τὸν Πολωνικὸν Οἶκον CEKOP, βάσει τῆς ὑπ' αὐτοῦ ὑποβληθείσης προσφορᾶς, κατὰ τὸν ὡς ἄνω διεθνῆ διαγωνισμόν, ὡς αὕτη συνεπληρώθη κατόπιν τῶν γενομένων διαπραγματεύσεων κατὰ τὸν χρόνον διενεργείας τοῦ διαγωνισμοῦ καὶ τελικῶς διεμορφώθη προσαρμοσθεῖσα πρὸς τὰς δημιουργουμένας νέας συνθήκας, λόγῳ τῆς ἀνεγέρσεως τοῦ Ἐργοστασίου εἰς ἑτέραν θέσιν κειμένην ἐν τῇ περιοχῇ Σερρῶν.

Ἤδη ὁ ΕΡΓΟΔΟΤΗΣ ἀναθέτει εἰς τὸν ΑΝΑΔΟΧΟΝ τὴν ἐκπόνησιν τῆς πλήρους μελέτης, τὴν προμήθειαν καὶ ἐγκατάστασιν τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, τὴν ἐπίβλεψιν τῆς μεταφορᾶς, τὴν μελέτην καὶ ἐπίβλεψιν τῶν ἔργων Πολιτικοῦ Μηχανικοῦ καὶ τὴν τεχνικὴν Διεύθυνσιν κατὰ τὴν διάρκειαν τῆς ἀρχικῆς λειτουργίας καὶ τῆς πρώτης περιόδου λειτουργίας τοῦ Ἐργοστασίου Σακχάρεως, ὡς τοῦτο ἐν λεπτομερείᾳ περιγράφεται καὶ προσδιορίζεται εἰς τὸ ἄρθρον 1 τῆς παρούσης Συμβάσεως καὶ εἰς τὰς τεχνικὰς προδιαγραφάς, αἵτινες ἐπισυνάπτονται τῇ παρούσῃ καὶ ἀποτελοῦσι τὸ Παράρτημα Α αὐτῆς, ὁ δὲ ΑΝΑΔΟΧΟΣ ἀποδέχεται τὴν ἐκτέλεσιν τοῦ ἀνατιθεμένου αὐτῷ ἔργου ὑπὸ τοὺς κάτωθι ὅρους καὶ συμφωνίας :

Ἄρθρον 1.

ΑΝΤΙΚΕΙΜΕΝΟΝ ΤΗΣ ΣΥΜΒΑΣΕΩΣ

1. Ἀντικείμενον τῆς παρούσης Συμβάσεως εἶναι ἡ ἐν γένει ὑποχρέωσις τοῦ ΑΝΑΔΟΧΟΥ διὰ τὴν ἐκπόνησιν τῆς πλήρους μελέτης τοῦ ἐργοστασίου σακχάρεως, διὰ τὴν προμήθειαν τῶν ἀπαιτουμένων ΥΛΙΚΩΝ, ΕΞΟΠΛΙΣΜΟΥ καὶ ἀνταλλακτικῶν, διὰ τὴν διάθεσιν τῶν ἀπαιτουμένων ἐργαλείων καὶ μέσων ἀνεγέρσεως, διὰ τὴν ἐκπόνησιν τῶν μελετῶν καὶ ἐπίβλεψιν τῶν ἔργων πολιτικοῦ μηχανικοῦ, διὰ τὴν ἀνέγερσιν τοῦ ἐργοστασίου, καὶ διὰ τὴν ἀνάληψιν τῆς ὑπευθύνου παροχῆς τεχνικῶν συμβουλῶν εἰς τὸ Ἑλληνικὸν προσωπικὸν λειτουργίας καὶ διὰ τὴν ὑπεύθυνον συμπαράστασιν κατὰ τὴν δι' Ἑλληνικοῦ καὶ ἀλλοδαποῦ προσωπικοῦ λειτουργίαν τοῦ ἐργοστασίου κατὰ τὰς δοκιμὰς καὶ τὴν πρώτην περίοδον λειτουργίας αὐτοῦ καὶ διὰ τὴν παροχὴν ἑτέρων συναφῶν ὑπηρεσιῶν, συμφώνως πρὸς τοὺς ὅρους καὶ συμφωνίας τῆς παρούσης Συμβάσεως.

2. Τὸ ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ἀναγερθησόμενον ἐργοστάσιον θὰ ἐπεξεργάζηται σακχαρότευτλα τῆς περιοχῆς Σερρῶν καὶ θὰ χρησιμοποιῇ ὡς καύσιμον ὕλην ἀκάθαρτον πετρέλαιον μαζούτ. Ὁ ΕΡΓΟΔΟΤΗΣ θὰ προμηθεύσῃ τὰ σακχαρότευτλα, τὸ ἀκάθαρτον πετρέλαιον καὶ τὰς λοιπὰς πρώτας καὶ βοηθητικὰς ὕλας συμφώνως πρὸς τὰς προδιαγραφὰς τὰς διδομένας ἐν τῷ Παραρτήματι Β' καὶ εἰς τὰς ἐν αὐτῷ καθοριζομένας τοποθεσίας. Τὸ ἐργοστάσιον σακχάρεως θὰ κατασκευασθῇ πρὸς παραγωγὴν προϊόντων συμφώνως πρὸς τὰς προδιαγραφὰς τὰς διδομένας ἐν τῷ παραρτήματι C.

3. Τὸ ἐργοστάσιον θὰ ἀνεγερθῇ ἐπὶ γηπέδου κειμένου ἐν τῇ περιοχῇ Σερρῶν καὶ ἀπαλλοτριωθησομένου ὑπὲρ τοῦ Δημοσίου λόγῳ δημοσίας ὠφελείας.

Ἄρθρον 2.

ΤΕΛΙΚΑ ΠΡΟΪΟΝΤΑ ΚΑΙ ΠΡΩΤΑΙ ΥΛΑΙ

1. Τὸ ΕΡΓΟΣΤΑΣΙΟΝ δέον νὰ εἶναι ἱκανὸν νὰ παράγῃ τὰς κατωτέρω ἀναφερομένας ποσότητας τελικῶν προϊόντων συμφώνως πρὸς τὰς τεχνικὰς προδιαγραφὰς τὰς διδομένας εἰς τὸ παράρτημα C.

α) Λευκὴν Σάκχαριν :	280	τόννους	ἡμερησίως
β) Μέλασσαν :	90	»	»
γ) Ξηρὸν πολτὸν :	60	»	»
δ) Νωπὸν πολτὸν :	1000	»	»

Τὸ Ἐργοστάσιον δέον νὰ εἶναι ἱκανὸν νὰ κατεργάζεται ποσότητα 2.000 τόννων ὑγιῶν καὶ καθαρῶν τεύτλων ἡμερησίως, περιεκτικότητος εἰς σάκχαρον 17ο)ο, ὡς καθορίζεται ἐν Παραρτήματι Β, κατὰ τὴν διάρκειαν μιᾶς περιόδου λειτουργίας ἐξ 100 ἡμερῶν κατ' ἐλάχιστον. Οἱ ἠγγυημένοι ἀριθμοὶ παραγωγῆς καὶ καταναλώσεως καθορίζονται εἰς τὸ ἄρθρον 25, παράγραφος 3 καὶ 4 τῆς παρούσης Συμβάσεως.

2. Τὰ σημεῖα ἐξαγωγῆς καὶ τὰ μέσα φορτώσεως καὶ μεταφορᾶς τῶν τελικῶν προϊόντων καὶ ἀχρήστων καταλοίπων καθορίζονται εἰς τὸ Παράρτημα C.

3. Αἱ πρῶται ὕλαι καὶ αἱ βοηθητικαὶ τοιαῦται περιγράφονται λεπτομερῶς διὰ τῶν ἐν Παραρτήματι Β προδιαγραφῶν, αἵτινες ἀναφέρονται εἰς τὰ σακχαρότευτλα, τὸ ἀκάθαρτον πετρέλαιον Μαζούτ, τὸ κώκ, τὸ ἀνθρακικὸν ἀσβέστιον, τὸ γλυκὺ ὕδωρ, τὸ ὕδωρ ψύξεως, τὸ ἠλεκτρικὸν ρεῦμα, τοὺς σάκκους καὶ τὰ χημικὰ προϊόντα, τὰ ὁποῖα χρησιμοποιοῦνται διὰ τὴν παραγωγήν. Ἡ προέλευσις τῶν πρώτων ὑλῶν ὡς καὶ τῶν βοηθητικῶν, τὰ σημεῖα παραδόσεως, τὰ μέσα φορτώσεως καὶ μεταφορᾶς, ὁ ρυθμὸς παραδόσεως κλπ. καθορίζονται εἰς τὸ Παράρτημα Β.

4. Ὁ ρυθμὸς παραγωγῆς, τὰ σημεῖα ἐξαγωγῆς, τὰ μέσα φορτώσεως καὶ μεταφορᾶς τῶν ἀχρήστων καταλοίπων προϊόντων καθορίζονται εἰς τὸ Παράρτημα C.

5. Τὸ βασικὸν διάγραμμα ροῆς, ὅπερ περιλαμβάνεται εἰς τὸ Παράρτημα Α, δίδει τὴν σχέσιν μεταξὺ προϊόντων, κυρίων, ἀχρήστων καταλοίπων προϊόντων καὶ δευτερευόντων τοιούτων, πρώτων ὑλῶν καὶ βοηθητικῶν ὑλῶν

Ἄρθρον 3.

ΠΡΟΜΗΘΕΙΑ ΥΛΙΚΩΝ ΚΑΙ ΕΞΟΠΛΙΣΜΟΥ

1. Ἐν τῇ παρούσῃ Συμβάσει χρησιμοποιοῦνται οἱ ὅροι «ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΣ» καὶ «ΕΡΓΟΣΤΑΣΙΟΝ» ὑπὸ τὴν ἀκόλουθον ἔννοιαν :

α) ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΣ περιλαμβάνουν ἅπαντα τὰ μηχανήματα, ἐξαρτήματα, ἀνταλλακτικὰ καὶ ὑλικὰ ἐν γένει, τὰ ὁποῖα θὰ ἀποτελέσουν τὰς λειτουργικὰς μονάδας τοῦ ἐργοστασίου, τὰς ἀπαραιτήτους διὰ τὴν παραγωγὴν τῶν ἐν τῷ ἄρθρῳ 2 ἀναφερομένων ποσοτήτων καὶ ποιοτήτων τῶν τελικῶν προϊόντων.

β) Τὸ ΕΡΓΟΣΤΑΣΙΟΝ εἶναι τὸ σύνολον ὅλων τῶν

λειτουργικῶν μονάδων μετὰ τῶν κτιριακῶν καὶ λοιπῶν βοηθητικῶν ἐγκαταστάσεων.

2. ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΣ, τὰ ὁποῖα ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται νὰ προμηθεύσῃ, θὰ περιλαμβάνουν ἅπαντα τὰ ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΝ τὰ ἀπαραίτητα διὰ τὴν ἱκανὴν καὶ ἀποτελεσματικὴν παραγωγὴν τῶν προϊόντων, εἰς ποσότητας καὶ ποιότητας συμφώνως πρὸς τὸ ἄρθρον 2, παράγραφος 1 καὶ τὰς ἐν ἄρθρῳ 25 ἐγγυήσεις, ὡς καὶ τὰ μέσα φορτώσεως καὶ μεταφορᾶς συμφώνως πρὸς τὸ ἄρθρον 2, παράγραφος 2, ἐφ' ὅσον τὸ ΕΡΓΟΣΤΑΣΙΟΝ θὰ ἐπεξεργάζεται πρώτας ὕλας, βοηθητικὰς ὕλας καὶ ἕτερα μέσα παραγωγῆς, ὡς περιγράφονται ἐν παραρτήματι Β, τὰ δὲ προϊόντα θὰ παραδίδωνται συμφώνως πρὸς τὸ Παράρτημα C.

3. ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΣ, τὰ ὁποῖα ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως προμηθεύσῃ καὶ ἐγκαταστήσῃ, δέον νὰ εἶναι σύμφωνα πρὸς τὰς διδομένας εἰς τὸ Παράρτημα Α προδιαγραφὰς καὶ ὑποδιαιροῦνται εἰς ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΝ ἀναφερόμενα εἰς τὰς διαφόρους μονάδας, ὡς αὗται ἀπαριθμοῦνται κατωτέρω :

1. Ἐκφόρτωσις τεύτλων καὶ μεταφορὰ αὐτῶν ἐντὸς τῶν ὁρίων τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.
2. Ἐξοπλισμὸς πλύσεως καὶ τεμαχισμοῦ τεύτλων.
3. Ἐκχύλισις.
4. Τμῆμα συμπιέσεως πολτοῦ.
5. Ἀσβεστοκάμινος.
6. Καθαρισμὸς χυμοῦ καὶ διήθησις.
7. Προθέρμανσις χυμοῦ, σταθμὸς συμπυκνώσεως καὶ συμπύκνωσις ἀτμοῦ.
8. Κρυσταλλωτῆρες κενοῦ καὶ φυγόκεντροι ἀντλίαι.
9. Ἐξοπλισμὸς ἐπεξεργασίας καὶ ἐξευγενισμοῦ (AFFINATION) κατὰ τὸ ΙΙ καὶ ΙΙΙ στάδιον ἐπεξεργασίας.
10. Ξηραντήριον πολτοῦ.
11. Ἀποθήκη πολτοῦ.
12. Δεξαμεναὶ μελάσσης.
13. Ἀποθήκη σακχάρεως.
14. Δίκτυον ἐξωτερικῶν σωληνώσεων καὶ ἀντλίαι.
15. Πλήρης ἐξοπλισμὸς κατασβέσεως τοῦ πυρός.
16. Ὄργανα μετρήσεως τῆς ἐν γένει κατεργασίας (TECHNOLOGICAL PROCESS).
17. Ὄργανα αὐτομάτου ρυθμίσεως τῆς ἐν γένει κατεργασίας (TECHNOLOGICAL PROCESS).
18. Ἐξοπλισμὸς μηχανουργικοῦ συνεργείου.
19. Ἠλεκτρικὸς ἐξοπλισμός.
20. Σταθμὸς παραγωγῆς ἠλεκτρικῆς ἐνεργείας καὶ ἀτμοῦ.
21. Ἀνταλλακτικά.
22. Ὑλικὰ ἀνεγέρσεως.

4. Ἐντὸς 4 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως ὁ ΕΡΓΟΔΟΤΗΣ δικαιοῦται ὅπως ζητήσῃ παρὰ τοῦ ΑΝΑΔΟΧΟΥ τὴν προμήθειαν ἐγκαταστάσεως παραγωγῆς ἀτμοῦ βασιζομένης ἐπὶ καυσίμου ὕλης λιγνίτου τῆς περιοχῆς Σερρῶν–Παγγαίου, ἀντὶ τῆς ἐν τῇ παρούσῃ Συμβάσει προβλεπομένης ἐγκαταστάσεως βασιζομένης ἐπὶ καυσίμου ὕλης ἀκαθάρτου πετρελαίου Μαζούτ. Αἱ προδιαγραφαὶ ἀμφοτέρων τῶν ἀνωτέρω ἐναλλαγῶν τῆς ἐγκαταστάσεως παραγωγῆς ἀτμοῦ περιλαμβάνονται εἰς τὸ Παράρτημα Α.

Τὸ πρόσθετον τίμημα FOB Πολωνικὸν λιμένα ἢ FOR Πωλονο–Τσεχοσλοβακικὰ σύνορα διὰ τὴν ἐγκατάστασιν παραγωγῆς ἀτμοῦ, τὴν βασιζομένην ἐπὶ καυσίμου ὕλης λιγνίτου, ἀνέρχεται εἰς $. 367.000 ἄνευ προσθέτων ἀνταλλακτικῶν διὰ τὴν ἐγκατάστασιν παραγωγῆς ἀτμοῦ.

Εἰς περίπτωσιν δοκιμαστικῆς καύσεως ἐνεργηθησομένης μερίμνῃ τοῦ ΕΡΓΟΔΟΤΟΥ ὡς καὶ ἀναλύσεων δειγμάτων τοῦ λιγνίτου Σερρῶν–Παγγαίου ἤθελεν ἀποδειχθῆ ὡς μὴ ἀναγκαία ἡ ἀποκομιδὴ τῆς τέφρας ἐκ τοῦ λέβητος ἐν τετηκυίᾳ καταστάσει καὶ ἐφ' ὅσον τὰ συμβαλλόμενα μέρη ἤθελον συμφωνήσει εἰς τοῦτο εἰς χρόνον οὐχὶ βραδύτερον τῶν 4 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως, τὸ ἀνωτέρω ἀναφερόμενον πρόσθετον τίμημα διὰ τὴν ἐγκατάστασιν παραγωγῆς ἀτμοῦ μὲ καύσιμον ὕλην τὸν λιγνίτην θὰ μειωθῆ κατὰ $. 45.000.

Ἐν περιπτώσει πραγματοποιήσεως τῶν ἀνωτέρω ἀναφερομένων ἀλλαγῶν εἰς τὴν ἐγκατάστασιν παραγωγῆς ἀτμοῦ, τὸ ἐν ἄρθρῳ 20, παραγρ. 1α ἀναφερόμενον τίμημα θὰ ἀναπροσαρμόζεται ἀναλόγως.

5. Ὑλικὰ δι' ἔργα Πολιτικοῦ Μηχανικοῦ καὶ ἀνεγέρσεως, ὡς ἐπὶ παραδείγματι χάλυψ διὰ τὰ κτίρια, σιδηραὶ κατασκευαί, τσιμέντο, ὀπτόπλινθοι, ὑλικὰ ὀξυμάχου προστασίας, σιδηροῦς ὁπλισμός, κλπ., δὲν ἀποτελοῦν μέρος τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἐξαιρέσει τῶν περιπτώσεων καθ' ἃς ἐν τῇ παρούσῃ Συμβάσει γίνεται ρητῶς μνεία, ὅτι τοιαῦτα ὑλικὰ περιλαμβάνονται εἰς τὰς προμηθείας τοῦ ΑΝΑΔΟΧΟΥ.

6. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως προβῇ εἰς ὅλας τὰς συνήθεις ἐργαστηριακὰς καὶ λοιπὰς δοκιμὰς διὰ τὸν ἔλεγχον τῶν προμηθευθησομένων ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ συμφώνως πρὸς τοὺς εἰς τὸ Παράρτημα Ε ἀναφερομένους κώδικας καὶ κανονισμούς. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται ὅπως πληροφορῇ, τὸν ΕΡΓΟΔΟΤΗΝ κατὰ κανονικὰ διαστήματα περὶ τῆς προόδου τῆς ἐργασίας καὶ περὶ τοῦ προβλεπομένου χρόνου ἀποπερατώσεως τῆς κατασκευῆς τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ.

Ὁ ΕΡΓΟΔΟΤΗΣ δικαιοῦται, δαπάναις του, ὅπως δι' ἀντιπροσώπου του μετέχῃ ὅλων τῶν ἀνωτέρω πράξεων. Ὁ ΑΝΑΔΟΧΟΣ ἢ οἱ κατασκευασταὶ ὀφείλουν ὅπως εἰδοποιοῦν τὸν ΕΡΓΟΔΟΤΗΝ, τοὐλάχιστον πρὸ μιᾶς ἑβδομάδος πρὸ τῆς διαδικασίας παραλαβῆς τῶν λεβήτων ἀτμοῦ, στροβιλογεννητριῶν, δοχείων πιέσεως καὶ μεγαλυτέρων ἀντλιῶν εἰς τὰ ἐργοστάσια τῶν κατασκευαστῶν.

Πρωτόκολλα δοκιμῶν, πιστοποιητικὰ ὑλικῶν καὶ ἄλλα συναφῆ ἔγγραφα θὰ ἀποστέλλωνται εἰς τὸν ΕΡΓΟΔΟΤΗΝ εἰς αἰτηθησόμενον ἀριθμὸν ἀντιγράφων, ἀλλ' οὐχὶ ἀνώτερον τῶν πέντε.

7. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται ὅπως ἐξασφαλίσῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ τὸ δικαίωμα νὰ ἐπιθεωρῇ, δαπάναις του, εἰς τὰ ἐργοστάσια τῶν κατασκευαστῶν καὶ κατὰ τὰς κανονικὰς ἐργασίμους ὥρας τὴν πρόοδον ἐργασίας τῆς κατασκευῆς τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ.

8. Τὰ ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΣ, τὰ ὁποῖα θὰ προμηθεύσῃ ὁ ΑΝΑΔΟΧΟΣ, θὰ παραδίδωνται εἰς τὸν ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ ὁρισθησόμενον μεταφορέα ἔναντι ἀποδείξεως παραλαβῆς FOB Πολωνικὸν λιμένα ἢ FOR Πολωνο–Τσεχοσλοβακικὰ σύνορα, κατὰ τοὺς ὅρους τῆς INCOTERMS 1953, δεόντως συσκευασμένα καὶ ἠσφαλισμένα, συμφώνως πρὸς τὸ ἄρθρον 26, ἀπηλλαγμένα παντὸς βάρους, δικαιώματος, τίτλων, ἐνεχείρου, κατασχέσεως καὶ πάσης ἐπιβαρύνσεως ἐκ μέρους τρίτων. Τίτλοι κυριότητος καὶ κίνδυνοι μεταβιβάζονται οὕτω εἰς τὸν ΕΡΓΟΔΟΤΗΝ. Ἡ τοιαύτη μεταβίβασις τῶν κινδύνων, ἐν τούτοις, δὲν ἀπαλλάσσει τὸν ΑΝΑΔΟΧΟΝ τῆς εὐθύνης του διὰ κατασκευαστικὰ καὶ λειτουργικὰ ἐλαττώματα τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ.

9. ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΣ εἰσαχθέντα ἐκ τοῦ ἐξωτερικοῦ διὰ τὴν ἀνέγερσιν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ καὶ περιγραφόμενα ἢ καθοριζόμενα εἰς τὰς προδιαγραφὰς τοῦ Παραρτήματος Α καὶ μὴ χρησιμοποιηθέντα δι' οἱονδήποτε λόγον μέχρι τῆς ἀποπερατώσεως τῆς ἀνεγέρσεως, ἀνήκουν εἰς τὸν ΕΡΓΟΔΟΤΗΝ καὶ θὰ παραδοθοῦν εἰς αὐτόν, ἐξαιρέσει τῶν δι' ἐπανεξαγωγὴν εἰσαχθέντων ὑλικῶν, ἐργαλείων καὶ λοιπῶν μέσων ἀνεγέρσεως. Πάντα τὰ μὴ χρησιμοποιηθέντα ΥΛΙΚΑ κατὰ τὴν διάρκειαν τῆς ἀνεγέρσεως, ἅτινα ἠγοράσθησαν διὰ δραχμῶν διὰ τὴν κατασκευὴν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ καὶ διὰ λογαριασμὸν τοῦ ΕΡΓΟΔΟΤΟΥ ἀνήκουν ἐπίσης εἰς τὸν ΕΡΓΟΔΟΤΗΝ.

10. Κανόνες, κώδικες καὶ ἄλλοι τεχνικοὶ κανονισμοὶ ἀναφέρονται εἰς τὸ Παράρτημα Ε. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως συμμορφοῦται πρὸς αὐτούς.

11. Μετεωρολογικαὶ καὶ κλιματικαὶ συνθῆκαι, αἱ ὁποῖαι

θὰ λ ηφθῶσιν ὑπ' ὄψιν κατὰ τὴν ἐκτέλεσιν τῆς μελέτης τοῦ ΕΡΓΟΣΤΑΣΙΟΥ περιλαμβάνονται εἰς τὸ Παράρτημα D.

Ἄρθρον 4.

ΣΧΕΔΙΑΣΙΣ ΠΑΡΑΓΩΓΙΚΗΣ ΔΙΑΔΙΚΑΣΙΑΣ ΚΑΙ ΜΗΧΑΝΟΛΟΓΙΚΩΝ ΕΓΚΑΤΑΣΤΑΣΕΩΝ

1. Αἱ συνημμέναι τῇ παρούσῃ Συμβάσει ἐν Παραρτήματι Α τεχνικαὶ προδιαγραφαὶ παρέχουσι γενικὴν περιγραφὴν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ καὶ περιλαμβάνουν πίνακας τῶν ἀναγκαίων ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ διὰ τὴν παραγωγὴν τῶν ἐν ἄρθρῳ 2 τῆς παρούσης Συμβάσεως ἀναφερομένων προϊόντων. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως προβῇ εἰς τὴν κατάρτισιν πλήρων καὶ λεπτομερῶν σχεδίων παραγωγικῆς διαδικασίας καὶ μηχανολογικῶν ἐγκαταστάσεων. Ὁ ΑΝΑΔΟΧΟΣ θὰ ὑποβάλῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ πρὸς ἔγκρισιν σχέδια ἑνίων φάσεων παραγωγικῆς διαδικασίας καὶ μηχανολογικῶν ἐγκαταστάσεων ὡς ἀκολούθως :

α) Βασικὰ σχέδια παραγωγικῆς διαδικασίας, ἅτινα θὰ περιλαμβάνουν γενικὰ διαγράμματα ροῆς διὰ τὰ ὑλικά, τὰς θερμοκρασίας, τὰς πιέσεις καὶ ἀναλυτικὰ διαγράμματα ροῆς τῶν κυριωτέρων κατεργασιῶν διὰ κανονικὰς συνθήκας λειτουργίας καὶ θὰ καθορίζουν τὰ κύρια τμήματα τοῦ ἐξοπλισμοῦ καὶ μηχανημάτων, ἅτινα προβλέπονται διὰ τὴν κανονικὴν λειτουργίαν τοῦ πλήρους ΕΡΓΟΣΤΑΣΙΟΥ.

β) Λεπτομερῆ σχέδια παραγωγικῆς διαδικασίας περιλαμβάνοντα τὰς σωληνώσεις, τὰ διαγράμματα ὀργάνων καὶ βάσεις διὰ τὸν ὑπολογισμὸν τῆς παραγωγικῆς διαδικασίας.

γ) Σχέδια διατάξεως τοῦ ΕΡΓΟΣΤΑΣΙΟΥ καὶ τῶν ἐπὶ μέρους κυρίων μονάδων τούτου, ἐμφαίνοντα τὴν θέσιν ὅλων τῶν κτιρίων, τῶν κυριωτέρων θεμελιώσεων, ὁδῶν, σιδηροδρομικῶν γραμμῶν, ἐξοπλισμοῦ, ὡς καὶ τὴν θέσιν τῶν ὑπογείων ἐγκαταστάσεων, συμπεριλαμβανομένων ἀποχετεύσεων, σωληνώσεων ὕδατος, λοιπῶν σωληνώσεων, γραμμῶν ἠλεκτρικῆς ἐνεργείας καὶ παρομοίων ἐγκαταστάσεων.

δ) Σχέδια τομῶν.

ε) Βασικὰ μηχανολογικὰ σχέδια ἐξοπλισμοῦ ἢ προδιαγραφὰς περιλαμβανούσας μηχανολογικὰ στοιχεῖα , ἀναγκαῖα διὰ τὸν προσδιορισμὸν τοῦ προβλεπομένου ἐξοπλισμοῦ.

2. Ἐὰν κατὰ τὴν διάρκειαν τῆς ἐκπονήσεως τοῦ λεπτομεροῦς σχεδίου τοῦ ΕΡΓΟΣΤΑΣΙΟΥ θεωρηθῶσιν ἐνδεδειγμέναι ἐκ μέρους τοῦ ΑΝΑΔΟΧΟΥ διὰ τεχνικοὺς λόγους ὡρισμέναι μεταβολαὶ καὶ τροποποιήσεις εἰς τὰς προδιαγραφάς, ὡς καθορίζονται εἰς τὸ Παράρτημα Α καὶ ἐπομένως καὶ εἰς τὰ ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΝ, αἱ τοιαῦται μεταβολαὶ καὶ τροποποιήσεις θὰ προταθῶσιν ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ καὶ θὰ ζητηθῇ ἡ ἔγκρισις τοῦ ΕΡΓΟΔΟΤΟΥ. Αἱ τοιαῦται μεταβολαὶ καὶ τροποποιήσεις δύνανται νὰ πραγματοποιηθῶσιν ἄνευ ἐπαυξήσεως τοῦ εἰς ξένον συνάλλαγμα τιμήματος. Ἐὰν αἱ τοιαῦται μεταβολαὶ καὶ τροποποιήσεις συνεπάγονται μείωσιν τοῦ συμφωνηθέντος εἰς ξένον συνάλλαγμα τιμήματος, τοῦ ἀναφερομένου εἰς τὸ σύνολον τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, τότε ἡ μείωσις αὕτη θὰ ἀποβαίνῃ εἰς ὄφελος τοῦ ΕΡΓΟΔΟΤΟΥ.

3. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως συμμορφοῦται μὲ οἱασδήποτε τροποποιήσεις τῶν σχεδίων παραγωγικῆς διαδικασίας καὶ μηχανολογικῶν ἐγκαταστάσεων ἢ τῶν προδιαγραφῶν, αἵτινες ἤθελον ζητηθῇ ἐγκαίρως ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ, καὶ ἐφ' ὅσον αἱ τροποποιήσεις αὗται δὲν ἐπηρεάζουν τὰς ἐγγυήσεις ἢ τὰς λοιπὰς ὑποχρεώσεις τοῦ ΑΝΑΔΟΧΟΥ. Εἰς τὰς περιπτώσεις ταύτας δέον, ὅπως ἀκολουθεῖται ἡ ἐν ἄρθρῳ 19 ἀναφερομένη διαδικασία. Ἐὰν λόγῳ τῶν αἰτουμένων τροποποιήσεων ἤθελε προκύψῃ αὔξησις τοῦ τιμήματος τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, τῶν προμηθευομένων ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ, ἡ διαφορὰ αὕτη τοῦ τιμήματος θὰ καταβάλλεται ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ.

4. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ὑποβάλῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ πρὸς ἔγκρισιν ὡρισμένα σχέδια καὶ διαγράμματα, ὡς προβλέπεται ἐν παραγράφῳ 1 α, β, γ, δ καὶ ε τοῦ παρόντος ἄρθρου. Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται, ὅπως ἐγκρίνῃ ἢ προτείνῃ τροποποιήσεις ἐντὸς μηνός, ἀφ' ἧς ταῦτα ἐλήφθησαν ὑπ' αὐτοῦ. Ἐφ' ὅσον τοιαύτη τροποποίησις δὲν ἤθελε ληφθῇ ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ, τὰ σχέδια καὶ διαγράμματα θεωροῦνται, ὅτι ἐνεκρίθησαν ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ. Εἰς περίπτωσιν καθ' ἣν ἤθελον ζητηθῇ τροποποιήσεις, ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ἐντὸς 15 ἡμερῶν ἀπὸ τῆς λήψεως τῆς αἰτήσεως τοῦ ΕΡΓΟΔΟΤΟΥ ὑποβάλῃ ἀναθεωρημένα σχέδια καὶ διαγράμματα. Ἡ προθεσμία αὕτη δύναται νὰ παραταθῇ, ἐὰν τοῦτο εἶναι ἀπαραίτητον διὰ τεχνικοὺς λόγους. Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται, ὅπως ἐγκρίνῃ τὰ ἀναθεωρημένα σχέδια καὶ διαγράμματα λειτουργίας ἐντὸς μιᾶς ἑβδομάδος.

Ἄρθρον 5.

ΕΡΓΑ ΠΟΛΙΤΙΚΟΥ ΜΗΧΑΝΙΚΟΥ

1. ΜΕΛΕΤΗ.

Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως καταρτίσῃ τὰς μελέτας δι' ἅπαντα τὰ ἔργα πολιτικοῦ μηχανικοῦ, ἅτινα ἀπαιτοῦνται, ὅπως ἐκτελεσθῶσι ἐν τῇ περιοχῇ τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, συμπεριλαμβανομένων τῶν στατικῶν ὑπολογισμῶν, τῆς πλήρους προδιαγραφῆς τῶν πρὸς ἐκτέλεσιν ἐργασιῶν, ὡς καὶ τῶν λεπτομερῶν σχεδίων κατασκευῆς, εἰς τρόπον ὥστε βάσει τῶν ὡς ἄνω τεχνικῶν στοιχείων νὰ καθίσταται δυνατὴ ἡ δημοπράτησις τῶν ἔργων καὶ ἡ ἀνάθεσις τῆς ἐκτελέσεως αὐτῶν εἰς Ἕλληνας ὑπεργολάβους.

Αἱ μελέται ἔργων Πολιτικοῦ Μηχανικοῦ, αἱ ἀναφερόμεναι εἰς τὴν παροῦσαν παράγραφον, ὡς καὶ τὰ σχέδια Πολιτικοῦ Μηχανικοῦ καὶ ἔργα Πολιτ. Μηχανικοῦ, ἀφοροῦν ὅλας τὰς κτιριακὰς ἐγκαταστάσεις, δεξαμενάς, θεμελιώσεις, κατασκευάς, περιμανδρώσεις, δρόμους καὶ σιδηροτροχιὰς ἐντὸς τῶν ὁρίων τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, αὐλάς, ὑπογείους σωληνώσεις, ἀποχετεύσεις, ἔργα ὑδρεύσεως, ἀποστραγγίσεως, κ.λ.π. καὶ περιλαμβάνουν , ὡς ἐκ τούτου, πᾶν ὅ,τι ἀπαιτεῖται διὰ τὰς μονάδας ἐπεξεργασίας, ἐγκαταστάσεις κοινῆς ὠφελείας, ἐσωτερικὰς καὶ ἐξωτερικὰς σωληνώσεις καὶ ἐγκαταστάσεις μεταφορᾶς, γεφυροπλάστιγγας, ἐγκατα-στάσεις ἀποθηκεύσεως καὶ ἕτερα κτιριακὰ συγκροτήματα, ὡς τὸ κτίριον διοικήσεως, ἀναψυκτήριον, ἱματιοθήκην καὶ ἀποδυτήρια, ἐργαστήρια, συνεργεῖα, ἀποθήκας, φυλάκιον, κ.λ.π., δὲν περιλαμβάνουν ὅμως κτιριακὰς ἐγκαταστάσεις, αἵτινες δὲν ἔχουν ἄμεσον σχέσιν μὲ τὴν ἀνέγερσιν καὶ λειτουργίαν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, ὡς π.χ. οἰκισμὸν ὑπαλλήλων καὶ ἐργατῶν.

Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται περαιτέρω, ὅπως ἐκπονήσῃ τὴν μελέτην διὰ τὴν προπαρασκευὴν τῆς τοποθεσίας ἀνεγέρσεως τοῦ ΕΡΓΟΣΤΑΣΙΟΥ καὶ τὰς προσωρινὰς καὶ ὁριστικὰς ὁδικὰς καὶ σιδηροδρομικὰς συγκοινωνίας. Ἡ ἐκτέλεσις τῶν ἔργων τούτων θὰ γίνῃ συμφώνως πρὸς τὸ ἄρθρον 17. Ὁ ΑΝΑΔΟΧΟΣ συμφωνεῖ, ὅπως διὰ τὰς ὡς ἄνω μελέτας ἔργων Πολιτικοῦ Μηχανικοῦ χρησιμοποιήσῃ εἰς τὴν μεγαλυτέραν δυνατὴν ἔκτασιν Ἕλληνας τεχνικοὺς καὶ ἑλληνικὰ γραφεῖα τεχνικῶν μελετῶν.

Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ὑποβάλῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ πρὸς ἔγκρισιν ἅπαντα τὰ ἀνωτέρω σχέδια πολιτικοῦ μηχανικοῦ. Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται, ὅπως ἐγκρίνῃ ἢ προτείνῃ τροποποιήσεις τῶν ἀνωτέρω σχεδίων ἐντὸς 10 ἡμερῶν, ἀφ' ἧς ταῦτα ἐλήφθησαν. Ἐφ' ὅσον ὁ ΑΝΑΔΟΧΟΣ δὲν ἤθελε λάβει τοιαύτας τροποποιήσεις, τὰ σχέδια δύνανται νὰ θεωρηθῶσιν, ὅτι ἐνεκρίθησαν ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ. Εἰς περίπτωσιν καθ' ἣν ἤθελον ζητηθῇ τροποποιήσεις, ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ἐντὸς 15 ἡμερῶν ἀπὸ τῆς λήψεως τοιαύτης αἰτήσεως ὑποβάλῃ ἀναθεωρημένα σχέδια. Ἡ προθεσμία αὕτη δύναται νὰ παραταθῇ, ἐὰν τοῦτο εἶναι ἀπαραίτητον διὰ τεχνικοὺς λόγους. Ὁ ΕΡΓΟΔΟΤΗΣὑποχρεοῦται, ὅπως

ἐντὸς μιᾶς ἑβδομάδος ἐγκρίνῃ τὰ ἀναθεωρημένα σχέδια. Οἱ στατικοὶ ὑπολογισμοὶ θὰ ἐλέγχωνται καὶ ἐγκρίνωνται ὑπὸ τῶν ἁρμοδίων Ἑλληνικῶν Ἀρχῶν.

2. ΕΚΤΕΛΕΣΙΣ.

Ἡ ἐκτέλεσις τῶν ἐν τῇ προηγουμένῃ παραγράφῳ ἔργων Πολιτικοῦ Μηχανικοῦ θὰ ἀνατεθῇ εἰς Ἕλληνας ὑπεργολάβους. Ο ΑΝΑΔΟΧΟΣ θὰ ἐπιλέγῃ οὐχὶ ὀλιγωτέρους τῶν 10 Ἑλλήνων ὑπεργολάβων ἔργων Πολιτικοῦ Μηχανικοῦ Δ' ἢ Ε' τάξεως, ἐφ' ὅσον τοιοῦτος ἀριθμὸς προσφορῶν ὑπεργολάβων θὰ εἶναι δυνατὸν νὰ ληφθῇ, οἵτινες θὰ τυγχάνουν τῆς ἐγκρίσεως τοῦ ΕΡΓΟΔΟΤΟΥ.

Οἱ ὑπεργολάβοι οὗτοι θὰ κληθῶσιν, ὅπως ὑποβάλωσιν ἐνσφραγίστους προσφορὰς διὰ τὴν κατασκευὴν τῶν ἐν λόγῳ ἔργων.

Ἐντὸς 14 ἡμερῶν ἀπὸ τῆς ὑποβολῆς τῶν προσφορῶν ὁ ΑΝΑΔΟΧΟΣ θὰ ὑποβάλῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ ἁπάσας τὰς ληφθείσας προσφορὰς μετὰ τῆς γνώμης αὐτοῦ περὶ τῆς ἐπιλογῆς τῆς καλυτέρας ἐκ τούτων.

Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται, ὅπως ἐντὸς 10 ἡμερῶν ἀποφασίσῃ τὴν κατακύρωσιν εἰς τὸν κατὰ τὴν κρίσιν του ὑποβαλόντα τὴν πλέον συμφέρουσαν δι' αὐτὸν προσφοράν, μὴ ὑποχρεούμενος ὅπως ἀναθέσῃ τὴν ἐκτέλεσιν τῶν ἔργων εἰς τὸν ὑποβαλόντα τὴν περιέχουσαν τὴν μικροτέραν τιμὴν προσφοράν.

Ο ΑΝΑΔΟΧΟΣ θὰ συνάπτῃ, ἐξ ὀνόματος καὶ διὰ λογαριασμὸν τοῦ ΕΡΓΟΔΟΤΟΥ, τὰς συμφωνίας μετὰ τῶν ἐπιλεγέντων ὑπεργολάβων.

Εἰς περίπτωσιν ἐκτελέσεως ἔργων ἰδιαιτέρως ἐπειγόντων, ἢ ἔργων, δι' ἃ ἀπαιτεῖται εἰδικὴ πεῖρα ἢ διάθεσις εἰδικοῦ ἐξοπλισμοῦ, ὁ ΑΝΑΔΟΧΟΣ δύναται, κατόπιν προηγουμένης ἐγκρίσεως τοῦ ΕΡΓΟΔΟΤΟΥ, νὰ ἀναθέσῃ τὴν ἐκτέλεσιν τῶν ἔργων ἀπ' εὐθείας καὶ ἄνευ διενεργείας διαγωνισμοῦ εἰς ὑπεργολάβους. Ἐπίσης ἐπιτρέπεται ἡ ἐκτέλεσις ἔργων κατὰ τὴν ἀνωτέρω διαδικασίαν, ἐφ' ὅσον κατὰ τὸν ἐνεργηθέντα διαγωνισμὸν δὲν ὑπεβλήθησαν παντάπασι προσφοραὶ ἢ αἱ προσφοραὶ ἐκρίθησαν ἀσύμφοροι.

3. ΕΠΙΒΛΕΨΙΣ.

α) Ὁ ΑΝΑΔΟΧΟΣ ἀναλαμβάνει τὴν ὑποχρέωσιν, ὅπως παράσχῃ τὰς ἀκολούθους προσθέτους ὑπηρεσίας διὰ λογαριασμὸν τοῦ ΕΡΓΟΔΟΤΟΥ κατὰ τὸ ἀπολογιστικὸν σύστημα : ἤτοι θὰ ἀναθέτῃ τὰ ἔργα Πολιτ. Μηχανικοῦ εἰς Ἕλληνας ὑπεργολάβους, συμφώνως πρὸς τὴν παράγρ. 2 τοῦ παρόντος ἄρθρου, θὰ ἐπιβλέπῃ, ἐλέγχῃ, συντονίζῃ, πιστοποιῇ, θὰ ἐνεργῇ τὰς πληρωμὰς καὶ θὰ παραλαμβάνῃ τὰ ἐκτελεσθέντα ἔργα Πολιτ. Μηχανικοῦ, χρησιμοποιῶν πρὸς τοῦτο τὸ ἀπαιτούμενον Πολωνικὸν καὶ Ἑλληνικὸν προσωπικὸν ἢ Ἑλληνικὰς Τεχνικὰς Ἑταιρείας τῆς ἐγκρίσεως τοῦ ΕΡΓΟΔΟΤΟΥ. Τὸ Πολωνικὸν προσωπικὸν θὰ ἀποτελεῖται ἐκ 3 Πολιτικῶν Μηχανικῶν καὶ 2 ἀνωτέρων διοικητικῶν, κατ' ἐλάχιστον.

Τὸ διὰ τὸ ἀνωτέρω Πολωνικὸν προσωπικὸν συμφωνηθὲν κατ' ἀποκοπὴν τίμημα ἀνέρχεται εἰς $ 18.600 καὶ εἰς δραχμὰς 1.212.500 καὶ θέλει καταβληθῇ συμφώνως πρὸς τὸ ἄρθρον 21, παραγρ. 2, στοιχεῖον ε καὶ τὸ ἄρθρον 23, παραγρ. 1η. Ἅπασαι αἱ λοιπαὶ εἰς δραχμὰς δαπάναι διὰ τὴν ἐκτέλεσιν τῶν ἐν τῇ παρούσῃ παραγράφῳ ἀναφερομένων ἔργων θὰ βαρύνουν τὸν ΕΡΓΟΔΟΤΗΝ καὶ θὰ καταβάλλωνται συμφώνως πρὸς τὸ ἄρθρον 23 ἔναντι δικαιολογητικῶν ἐγγράφων ἐγκρινομένων ὑπ' αὐτοῦ.

β) Τὰ συμβαλλόμενα μέρη θὰ καταρτίσωσιν, ἐντὸς 10 μηνῶν ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως, λεπτομερεῖς κανόνας ἐπιβλέψεως τῶν ἔργων Πολιτ. Μηχανικοῦ καὶ τελικῆς ἐγκρίσεως καὶ παραλαβῆς τούτων.

γ) Ὁ ΑΝΑΔΟΧΟΣ, ὁμοῦ μετὰ τῶν χρησιμοποιηθησομένων ὑπ' αὐτοῦ Ἑλλήνων Τεχνικῶν ἢ Ἑλληνικῶν Τεχνικῶν Γραφείων καὶ Ἑλλήνων ὑπεργολάβων διὰ τὴν μελέτην καὶ τὴν κατασκευὴν τῶν ἔργων Πολιτ. Μηχανικοῦ, ὑποχρεοῦνται, ὅπως συμμορφοῦνται πρὸς τοὺς Ἑλληνικοὺς Νόμους, διατάγματα, κώδικας καὶ κανονισμούς.

Ἄρθρον 6.

ΜΕΤΑΦΟΡΑ ΥΛΙΚΩΝ ΚΑΙ ΕΞΟΠΛΙΣΜΟΥ, ΑΝΤΑΛΛΑΚΤΙΚΩΝ ΚΑΙ ΕΡΓΑΛΕΙΩΝ ΑΝΕΓΕΡΣΕΩΣ

Ἡ μεταφορὰ τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ καὶ ἀνταλλακτικῶν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, τῶν προβλεπομένων εἰς τὸ Παράρτημα Α τῆς παρούσης Συμβάσεως, ὡς ἐπίσης καὶ τῶν ἐργαλείων ἀνεγέρσεως, περιλαμβανομένης τῆς ἐπιστροφῆς αὐτῶν μέχρι τῶν Πολωνο-Τσεχοσλοβακικῶν συνόρων, ἅτινα ὑποχρεοῦται νὰ προμηθεύσῃ καὶ ἐγκαταστήσῃ ὁ ΑΝΑΔΟΧΟΣ συμφώνως πρὸς τοὺς ὅρους ταύτης, θέλει ἀνατεθῇ κατόπιν διαγωνισμοῦ εἰς ἀνεγνωρισμένα Γραφεῖα Μεταφορῶν.

Ο ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ὑποδείξῃ κατ' ἐλάχιστον 3 Γραφεῖα Μεταφορῶν, διαθέτοντα τὰ ἀπαιτούμενα προσόντα καὶ τὴν κατάλληλον ὀργάνωσιν διὰ τὴν ἀνάληψιν τῆς μεταφορᾶς τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἀνταλλακτικῶν καὶ ἐργαλείων ἀνεγέρσεως ἀπὸ FOB Πολωνικὸν λιμένα ἢ FOR Πολωνο-τσεχοσλοβακικὰ σύνορα μέχρι τῆς θέσεως ἀνεγέρσεως τοῦ ΕΡΓΟΣΤΑΣΙΟΥ ἐν τῇ περιοχῇ Σερρῶν.

Ο ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως καταρτίσῃ καὶ ὑποβάλῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ, μετὰ τῶν ὀνομάτων καὶ διευθύνσεων τῶν Γραφείων Μεταφορῶν, περὶ ὧν ἀνωτέρω, καὶ σχέδιον Διακηρύξεως περιλαμβάνον, ἀφ' ἑνὸς μὲν γενικὴν περιγραφὴν καὶ λοιπὰ ἀπαραίτητα στοιχεῖα τοῦ πρὸς μεταφορὰν ἐξοπλισμοῦ, ἤτοι τὰ πρὸς μεταφορὰν εἴδη μετὰ τῶν κατὰ προσέγγισιν διαστάσεων καὶ βάρους αὐτῶν, τρόπον συσκευασίας, σημεῖον παραλαβῆς, τρόπον παραδόσεως, κ.λ.π., ἀφ' ἑτέρου δὲ τὰς ὑπὸ τοῦ μεταφορέως παρασχεθησομένας ὑπηρεσίας καὶ ἐγγυήσεις διὰ τὴν ἀσφαλῆ, οἰκονομικὴν καὶ ἔγκαιρον μεταφορὰν τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἀνταλλακτικῶν καὶ ἐργαλείων ἀνεγέρσεως εἰς τὸν τόπον προορισμοῦ. Εἰς τὸ σχέδιον διακηρύξεως δέον, ὅπως καθορίζωνται ἐπίσης αἱ παρασχεθησόμεναι ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ὑπηρεσίαι πρὸς διευκόλυνσιν τῆς μεταφορᾶς τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἀνταλλακτικῶν καὶ ἐργαλείων ἀνεγέρσεως, περὶ ὧν κατωτέρω.

Ο ΑΝΑΔΟΧΟΣ ὑποχρεοῦται νὰ προβῇ εἰς τὰς δεούσας ἐνεργείας πρὸς τὰς ἁρμοδίας Ἀρχὰς τῆς Χώρας προελεύσεως τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἀνταλλακτικῶν καὶ ἐργαλείων ἀνεγέρσεως καὶ ἐπιτύχῃ τὴν παρὰ τούτων ἔκδοσιν τῶν ἀπαιτουμένων ἀδειῶν ἐξαγωγῆς διὰ τὴν μεταφορὰν αὐτῶν. Ο ΑΝΑΔΟΧΟΣ ὑποχρεοῦται ἐπίσης, ὅπως ἐκδίδῃ ἢ προκαλῇ τὴν ἔκδοσιν ἁπάντων τῶν ἀπαραιτήτων ἐγγράφων, συμπεριλαμβανομένων τιμολογίων, φορτωτικῶν, πιστοποιητικῶν περιεχομένου, πιστοποιητικῶν προελεύσεως εἰς ἀριθμὸν ἀντιγράφων αἰτουμένων ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ.

Τὸ ἀνωτέρω σχέδιον διακηρύξεως ἐγκρινόμενον ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ θέλει κοινοποιηθῇ, μερίμνῃ τούτου, εἰς τὰ ἐκ τῶν ὑποδειχθέντων ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ Γραφεῖα Μεταφορῶν ἢ καὶ εἰς ἕτερα τῆς ἐγκρίσεως τοῦ ΕΡΓΟΔΟΤΟΥ διὰ τὴν ὑποβολὴν εἰς αὐτὸν ἐντὸς τακτῆς ἡμερομηνίας ἐνσφραγίστων προσφορῶν. Αἱ ὑποβληθησόμεναι προσφοραί, ἀφοῦ ἀποσφραγισθοῦν ἐνώπιον Ἐπιτροπῆς συσταθησομένης ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ, θὰ παραδοθοῦν εἰς τὸν ΑΝΑΔΟΧΟΝ πρὸς μελέτην καὶ ὑποβολὴν εἰς τὸν ΕΡΓΟΔΟΤΗΝ γνωμοδοτήσεως ἐπὶ τῆς προκριτέας προσφορᾶς. Ὁ ΕΡΓΟΔΟΤΗΣ, λαμβάνων ὑπ' ὄψιν τὴν γνωμοδότησιν τοῦ ΑΝΑΔΟΧΟΥ, ὡς καὶ τῆς ἁρμοδίας ἐπὶ τῆς ἐξετάσεως τῶν προσφορῶν Ἐπιτροπῆς, θὰ ἀποφασίσῃ τελικῶς περὶ τῆς προκριτέας προσφορᾶς καὶ θὰ ἀνακοινώσῃ τὴν ἀπόφασίν του ταύτην εἰς τὸν ΑΝΑΔΟΧΟΝ μὲ τὴν ἐντολήν, ὅπως ὑπογράψῃ μετὰ τοῦ προκριθέντος Γραφείου Μεταφορῶν σύμβασιν, σύμφωνον πρὸς τοὺς ὅρους τῆς Διακηρύξεως καὶ τῆς προσφορᾶς αὐτοῦ, τὸ σχέδιον τῆς ὁποίας θὰ τύχῃ προηγουμένως τῆς ἐγκρίσεως τοῦ ΕΡΓΟΔΟΤΟΥ.

Ο ΑΝΑΔΟΧΟΣ θὰ εἶναι ὑπεύθυνος διὰ τὴν παρακολούθησιν τῆς ἐκ μέρους τοῦ Γραφείου Μεταφορῶν τηρή-

σεως τῶν διὰ τῆς συμβάσεως ἀναληφθεισῶν ὑπ' αὐτοῦ ὑποχρεώσεων καὶ θὰ τηρῇ τὸν ΕΡΓΟΔΟΤΗΝ ἐνήμερον περὶ τῶν ἐνεργειῶν τοῦ μεταφορέως καθ' ὅλην τὴν διάρκειαν τῆς μεταφορᾶς τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἀνταλλακτικῶν καὶ ἐργαλείων ἀνεγέρσεως τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

Ο ΑΝΑΔΟΧΟΣ ὑποχρεοῦται ἐπίσης, ὅπως ἐλέγχῃ τοὺς ὑποβαλλομένους ἐκ μέρους τοῦ Γραφείου Μεταφορῶν λογαριασμούς, βάσει τῶν ὅρων τῆς μετ' αὐτοῦ Συμβάσεως, καὶ νὰ κρατῇ τὸν ΕΡΓΟΔΟΤΗΝ ἐγκαίρως ἐνήμερον ἐπὶ τῶν ὀφειλομένων ὅπως ἐνεργηθῶσι παρ' αὐτοῦ πληρωμῶν, ὑποβάλλων εἰς αὐτὸν ἐγκαίρως τοὺς λογαριασμοὺς τοῦ Γραφείου Μεταφορῶν δεόντως ἠλεγμένους.

Ο ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ὑποβάλῃ ἐγκαίρως εἰς τὸν ΕΡΓΟΔΟΤΗΝ προϋπολογισμὸν τῶν ἐνεργηθησομένων καθ' ἕκαστον μῆνα πληρωμῶν πρὸς τὰ Γραφεῖα Μεταφορῶν πρὸς κάλυψιν τῶν προβλεπομένων δαπανῶν διὰ τὴν μεταφορὰν τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἀνταλλακτικῶν καὶ ἐργαλείων ἀνεγέρσεως τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

Οἱ ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ καταρτιζόμενοι προϋπολογισμοὶ δαπανῶν, διὰ τὴν μεταφορὰν τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἀνταλλακτικῶν καὶ ἐργαλείων ἀνεγέρσεως δέον, ὅπως βασίζωνται ἐπὶ τῆς μετὰ τοῦ Γραφείου Μεταφορῶν συμβάσεως καὶ ἐπὶ τῶν προβλεπομένων πρὸς μεταφορὰν φορτίων ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἀνταλλακτικῶν καὶ ἐργαλείων ἀνεγέρσεως κατὰ τὸν ἀντίστοιχον μῆνα.

Ἡ πληρωμὴ τῶν δαπανῶν μεταφορᾶς πραγματοποιεῖται συμφώνως πρὸς τὸ ἄρθρον 21, παράγρ. 5, καὶ κατὰ τὴν αὐτόθι ὁριζομένην διαδικασίαν.

Ἄρθρον 7.

ΕΓΚΑΤΑΣΤΑΣΙΣ ΥΛΙΚΩΝ ΚΑΙ ΕΞΟΠΛΙΣΜΟΥ

1. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως προβῇ ὑπὸ ἰδίαν αὐτοῦ εὐθύνην, εἰς τὴν πλήρη ἐγκατάστασιν τοῦ ἐξοπλισμοῦ τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

Πρὸς τὸν σκοπὸν τοῦτον ὁ ΑΝΑΔΟΧΟΣ ὀφείλει νὰ χρησιμοποιήσῃ ἔμπειρον εἰδικευμένον Πολωνικὸν προσωπικόν, οὗτινος ἡ ἀμοιβὴ καὶ λοιπὰ ἔξοδα περιελήφθησαν εἰς τὸ συμφωνηθὲν κατ' ἀποκοπὴν τίμημα διὰ μισθούς, ἔξοδα διαβιώσεως, ταξίδια καὶ λοιπὰς δαπάνας τοῦ προσωπικοῦ ἀνεγέρσεως.

Τὸ ἀνωτέρω χρησιμοποιηθησόμενον διὰ τὴν ἐγκατάστασιν τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ τοῦ ΕΡΓΟΣΤΑΣΙΟΥ Πολωνικὸν προσωπικὸν τοῦ ΑΝΑΔΟΧΟΥ θὰ βοηθῆται ὑπὸ Ἑλληνικοῦ προσωπικοῦ.

Πρὸς τοῦτο ὁ ΑΝΑΔΟΧΟΣ θὰ προβαίνῃ, συμφώνως πρὸς τὴν διαδικασίαν καὶ ὅρους, οὓς ὁ ΕΡΓΟΔΟΤΗΣ ἤθελεν ἐγκρίνει, εἰς διαπραγματεύσεις καὶ σύναψιν συμφωνιῶν μετὰ εἰδικευμένων Ἑλληνικῶν Οἴκων διὰ τὴν ἐγκατάστασιν τοῦ ἐξοπλισμοῦ.

Εἰς περίπτωσιν καθ' ἣν δὲν ἤθελε καταστεῖ ἐφικτὴ ἡ λῆψις ἱκανοποιητικῶν προσφορῶν ἐκ μέρους εἰδικευμένων Ἑλληνικῶν Οἴκων διὰ τὴν ἐγκατάστασιν τοῦ ἐξοπλισμοῦ, ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως προσλάβῃ, διὰ λογαριασμὸν τοῦ ΕΡΓΟΔΟΤΟΥ, Ἕλληνας εἰδικευμένους τεχνίτας καὶ ἐργάτας ὡς βοηθητικὸν προσωπικὸν διὰ τὴν ἐκτέλεσιν τῆς ἀνεγέρσεως τοῦ ΕΡΓΟΣΤΑΣΙΟΥ ὑπὸ τὴν ἐπίβλεψιν τοῦ εἰδικευμένου Πολωνικοῦ προσωπικοῦ τοῦ ΑΝΑΔΟΧΟΥ.

Ὁ ΑΝΑΔΟΧΟΣ δικαιοῦται, ὅπως χρησιμοποιῇ ἐλευθέρως τὸ μόνιμον μηχανουργεῖον, τὰς ἀποθήκας καὶ τὰ συνεργεῖα αὐτοκινήτων τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

Τὸ ἀνωτέρω κατ' ἀποκοπὴν τίμημα διὰ τὸ Πολωνικὸν προσωπικὸν βασίζεται ἐπὶ τῆς προϋποθέσεως, ὅτι τὸ ἀπαιτούμενον διὰ τὰ ἔργα ἀνεγέρσεως εἰδικευμένον Ἑλληνικὸν προσωπικόν, ὡς καθορίζεται ἐν Παραρτήματι J, θὰ εἶναι διαθέσιμον. Ἐὰν ὁ ΑΝΑΔΟΧΟΣ, τῇ βοηθείᾳ τοῦ ΕΡΓΟΔΟΤΟΥ δὲν δυνηθῇ νὰ ἐξεύρῃ τὸ ἀναγκαῖον εἰδικευμένον Ἑλληνικὸν προσωπικόν, συμφώνως πρὸς τὸ Παράρτημα J, ὁ ΑΝΑΔΟΧΟΣ θὰ αὐξήσῃ τὸν ἀριθμὸν τοῦ Πολωνικοῦ προσωπικοῦ. Ἐν τῇ περιπτώσει ταύτῃ αἱ ἀκόλουθοι ἀμοιβαὶ θὰ καταβάλλωνται διὰ τὸ πρόσθετον τοῦτο Πολωνικὸν προσωπικόν :

1) Δι' ἕνα ὑπομηχανικὸν	$	12	καθ'	ἡμέραν
πλέον Δραχμαὶ		250	»	»
2) Δι' ἕνα ἐργοδηγὸν	$	10	»	»
πλέον Δραχμαὶ		220	»	»
3) Δι' ἕνα εἰδικευμένον ἐργάτην	$	8	»	»
πλέον Δραχμαὶ		200	»	»

ὡς ἐπίσης αἱ δαπάναι ταξιδίου, μεταβάσεως καὶ ἐπιστροφῆς ἀπὸ Βαρσοβίας μέχρι τῆς θέσεως τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

Αἱ ἀνωτέρω πληρωμαὶ θὰ ἐνεργῶνται παρὰ τοῦ ΕΡΓΟΔΟΤΟΥ διὰ τραπεζιτικοῦ ἐμβάσματος ἐντὸς 10 ἡμερῶν ἀπὸ τῆς λήψεως τῶν ἀντιστοίχων μηνιαίων λογαριασμῶν τοῦ ΑΝΑΔΟΧΟΥ.

2. Ὁ ΑΝΑΔΟΧΟΣ ὀφείλει νὰ παρακολουθῇ καὶ ἐλέγχῃ, βάσει τῶν φορτωτικῶν ἐγγράφων, τὴν παραλαβὴν ἐν τῇ τοποθεσίᾳ κατασκευῆς τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, τῶν ΥΛΙΚΩΝ ΚΑΙ ΕΞΟΠΛΙΣΜΟΥ, τῶν ἀνταλλακτικῶν καὶ ἐργαλείων ἀνεγέρσεως, μεριμνᾷ διὰ τὴν προσωρινὴν ἀποθήκευσιν καὶ ἐσωτερικὴν μεταφορὰν αὐτῶν εἰς τὴν τοποθεσίαν ἐγκαταστάσεως, ὡς καὶ διὰ τὴν κατάλληλον προφύλαξιν καὶ διατήρησιν τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἀνταλλακτικῶν καὶ ἐργαλείων ἀνεγέρσεως καὶ θὰ ἐπιβαρύνῃ μὲ τὰς ἀντιστοιχούσας δαπάνας τὸν ΕΡΓΟΔΟΤΗΝ.

3. Αἱ ἐργασίαι ἐγκαταστάσεως τοῦ ἐξοπλισμοῦ θὰ ἐκτελεσθῶσιν ἀποκλειστικῶς διὰ λογαριασμὸν τοῦ ΕΡΓΟΔΟΤΟΥ. Αἱ δαπάναι θὰ ἀναφέρωνται καὶ θὰ καλύπτουν :

α) τὴν πρόσληψιν τῶν ἐν παραγράφοις 1 καὶ 2 τοῦ παρόντος ἄρθρου ἀναφερομένου Ἑλληνικοῦ προσωπικοῦ καὶ εἰδικευμένων Ἑλληνικῶν Οἴκων, τὴν πρόσληψιν τοῦ ἀπαιτουμένου διὰ τὴν ἐπίβλεψιν καὶ παραλαβὴν τῶν ἔργων ἀνεγέρσεως Ἑλληνικοῦ εἰδικευμένου προσωπικοῦ, ὡς καὶ τοῦ ἀπαραιτήτου Ἑλληνικοῦ διοικητικοῦ, οἰκονομικοῦ καὶ ὑπηρετικοῦ προσωπικοῦ διὰ τὴν διενέργειαν τῶν προμηθειῶν καὶ πληρωμῶν, τὴν τήρησιν τῶν λογιστικῶν βιβλίων καὶ λοιπῶν συναφῶν ὑπηρεσιῶν, ὡς καὶ ἑνὸς Νομικοῦ Συμβούλου.

β) τὴν στέγασιν τῶν γραφείων, εἰς ἃ θὰ ἐγκατασταθοῦν αἱ τεχνικαί, διοικητικαὶ καὶ οἰκονομικαὶ ὑπηρεσίαι τοῦ ΑΝΑΔΟΧΟΥ, αἱ ἀπασχοληθησόμεναι εἰς τὴν ἐγκατάστασιν τοῦ ἐξοπλισμοῦ τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, καὶ,

γ) τὰ γενικὰ ἔξοδα γραφείου.

4. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, τηρῶν τὰς καλυτέρας μεθόδους, νὰ ἐνεργῇ ἐπιθεωρήσεις καὶ δοκιμὰς ἐπὶ τῶν ἐγκαταστάσεων εἰς τὴν τοποθεσίαν ἀνεγέρσεως καὶ εἰς κατάλληλον χρόνον, ἵνα διαπιστοῦται, ὅτι αὗται εἶναι πλήρεις καὶ ἕτοιμοι πρὸς ἀσφαλῆ λειτουργίαν. Αἱ ἐπιθεωρήσεις καὶ δοκιμαὶ αὗται περιλαμβάνουν : ἔλεγχον τῶν ἐγκαταστάσεων ὡς πρὸς τὰ ἐγκεκριμένα σχέδια καὶ προδιαγραφάς, συνήθεις δοκιμὰς πιέσεως τῶν δοχείων καὶ τοῦ συστήματος σωληνώσεων, δοκιμὰς λειτουργίας ἀντλιῶν, ἀκροφυσίων, γερανῶν, μέσων μεταφορᾶς, κ.λ.π., ρύθμισιν ὀργάνων, δοκιμὰς συστημάτων ἀσφαλείας αὐτομάτου ἐλέγχου, ἠλεκτρικῶν ἐγκαταστάσεων, δικλείδων ἀσφαλείας, κ.λ.π., δοκιμὰς ἐξοπλισμοῦ καταπολεμήσεως πυρὸς καὶ δοκιμὰς κυκλοφορίας ὕδατος. Ἀντιπρόσωποι τοῦ ΕΡΓΟΔΟΤΟΥ δικαιοῦνται, ὅπως παρίστανται κατὰ τὴν διενέργειαν ἁπασῶν τῶν ἀνωτέρω ἐπιθεωρήσεων καὶ δοκιμῶν. Πρωτόκολλα περὶ τῶν ἀποτελεσμάτων τῶν ἐπιθεωρήσεων καὶ δοκιμῶν δέον νὰ κοινοποιοῦνται ἐγγράφως καὶ ἐν καιρῷ εἰς τὸν ΕΡΓΟΔΟΤΗΝ.

5. Ὁ ΑΝΑΔΟΧΟΣ ὀφείλει, δαπάναις τοῦ ΕΡΓΟΔΟΤΟΥ, ὅπως προφυλάσσῃ τὰς ἀποπερατωθείσας μονάδας τοῦ ΕΡΓΟΣΤΑΣΙΟΥ ἐξ οἱασδήποτε φθορᾶς ἐκ σκωριάσεως, ψύξεως, κόνεως, κ.λ.π. καὶ προβαίνῃ εἰς ἐπιδιορθώσεις, ὁσάκις τοῦτο εἶναι ἀναγκαῖον.

6. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως συμμορφοῦται πρὸς τοὺς Ἑλληνικοὺς νόμους, κανονισμοὺς καὶ δια-

τάγματα σχετικῶς μὲ τὴν ἀσφάλειαν τοῦ προσωπικοῦ καὶ τρίτων προσώπων κατὰ τὴν ἐκτέλεσιν τῶν ἔργων.

7. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως προμηθεύσῃ τὰ ἐργαλεῖα καὶ μέσα ἀνεγέρσεως, ἅτινα ἀπαιτοῦνται διὰ τὴν ἐγκατάστασιν τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, τὰ ἀναφερόμενα εἰς τὸ Παράρτημα G. Ἐφ' ὅσον τὰ ἀνωτέρω ἐργαλεῖα καὶ μέσα ἀνεγέρσεως ἤθελον ἀποδειχθῆ ἀνεπαρκῆ ἢ ἀκατάλληλα διὰ τὴν ἀνέγερσιν τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως συμπληρώσῃ ταῦτα εἰς τὸν ἀπαιτούμενον ἀριθμὸν καὶ εἴδη μηχανημάτων καὶ ἐργαλείων, ὑπὸ τὴν προϋπόθεσιν, ὅτι δὲν ἤθελον ἀπαιτηθῆ πρόσθετα ἐργαλεῖα καὶ μέσα ἀνεγέρσεως, συνεπείᾳ καθυστερήσεων, δι' ἃς δὲν εὐθύνεται ὁ ΑΝΑΔΟΧΟΣ.

Ἄρθρον 8.

ΠΡΟΣΩΡΙΝΑΙ ΕΓΚΑΤΑΣΤΑΣΕΙΣ

Ο ΑΝΑΔΟΧΟΣ ὑποχρεοῦται νὰ ὑποβάλῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ καταλόγους καὶ περιγραφὰς ὅλων τῶν προσωρινῶν ἐγκαταστάσεων, περιλαμβανομένων τῶν δρόμων, τροχιῶν, ἐγκαταστάσεων ἀποθηκεύσεως, συνεργείων, γραφείων, προσωρινῶν καταλυμμάτων, κ.λ.π., τὰ ὁποῖα θεωροῦνται προσωρινῶς ἀπαραίτητα διὰ τὴν ἀνέγερσιν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ καὶ νὰ καθορίσῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ τὸν χρόνον, καθ' ὃν ταῦτα θέλουν χρησιμοποιηθῆ.

Μετὰ προηγουμένην ἔγκρισιν τοῦ ΕΡΓΟΔΟΤΟΥ, ὁ ΑΝΑΔΟΧΟΣ ὀφείλει, συμφώνως πρὸς τὴν διαδικασίαν, τὴν ἀναφερομένην εἰς τὴν παράγρ. 1 τοῦ ἄρθρου 5, νὰ ἐπιμεληθῆ τῆς ἀνεγέρσεως τῶν προσωρινῶν ἐγκαταστάσεων, ὡς καὶ τῆς ἀγορᾶς, μεταφορᾶς καὶ τοποθετήσεως τοῦ διὰ τὰς προσωρινὰς ἐγκαταστάσεις ἀπαιτουμένου ὑλικοῦ ἐν γένει. Μετὰ τὴν ἀποπεράτωσιν τῆς ἀνεγέρσεως τοῦ ΕΡΓΟΣΤΑΣΙΟΥ ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως κατεδαφίσῃ τὰς προσωρινὰς ἐγκαταστάσεις καὶ κτιρία καὶ καθαρίσῃ ἐγκαίρως τὸν χῶρον τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

Ἄρθρον 9.

ΤΕΥΧΗ ΟΔΗΓΙΩΝ

Ο ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ἐγκαίρως παραδώσῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ 20 ἀντίτυπα ὁδηγιῶν εἰς τὴν Ἀγγλικὴν γλῶσσαν, περιέχοντα περιγραφὴν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, καταλόγους τοῦ ἐξοπλισμοῦ, διαγράμματα, βασικὰ σχέδια καὶ ὁδηγίας λειτουργίας, συμπεριλαμβανομένων ὁδηγιῶν διὰ τὴν ἀσφαλῆ λειτουργίαν, τὴν ἔναρξιν καὶ τὴν ὁμαλὴν καὶ ἔκτακτον διακοπὴν τῆς λειτουργίας. Τὰ τεύχη πρέπει νὰ περιλαμβάνουν ἐπίσης τοὺς τρόπους ἐκτελέσεως ἀναλύσεων καὶ μηχανολογικῶν δοκιμῶν, προγράμματα διὰ τὴν συντήρησιν, ἐπιθεώρησιν καὶ τήρησιν τῶν ὅρων ἀσφαλείας κατὰ τὴν λειτουργίαν.

Ἄρθρον 10.

ΕΚΠΑΙΔΕΥΣΙΣ ΕΛΛΗΝΙΚΟΥ ΠΡΟΣΩΠΙΚΟΥ

Ἐφ' ὅσον ζητηθῆ παρὰ τοῦ ΕΡΓΟΔΟΤΟΥ, ὁ ΑΝΑΔΟΧΟΣ ἀναλαμβάνει τὴν ὑποχρέωσιν, ὅπως ἐκπαιδεύσῃ εἰς κατάλληλα ἐργοστάσια ἐν Πολωνίᾳ Ἕλληνας τεχνικοὺς καὶ Ἑλληνικὸν προσωπικὸν λειτουργίας, ὡς καθορίζεται ἐν ἄρθρῳ 17, παραγρ. 9. Τὰ ἔξοδα ταξειδίων καὶ διαβιώσεως τοῦ προσωπικοῦ τούτου βαρύνουν τὸν ΕΡΓΟΔΟΤΗΝ.

Ὁ ΑΝΑΔΟΧΟΣ συμφωνεῖ, ὅπως ἐγκαίρως καὶ πρὸ τῆς ἐνάρξεως λειτουργίας τοῦ ΕΡΓΟΣΤΑΣΙΟΥ ὀργανώσῃ κατὰ τὴν δυνατὴν ἔκτασιν τὴν ἐκπαίδευσιν καὶ καθοδήγησιν ἐν τῷ ΕΡΓΟΣΤΑΣΙΩ τοῦ συνόλου τοῦ ἀπασχολουμένου Ἑλληνικοῦ προσωπικοῦ λειτουργίας. Ὁ ΕΡΓΟΔΟΤΗΣ θὰ προσπαθήσῃ νὰ διατηρήσῃ τὸ ἐν λόγῳ προσωπικὸν ἐν τῷ ΕΡΓΟΣΤΑΣΙΩ κατὰ τὴν πρώτην περίοδον λειτουργίας αὐτοῦ τοὐλάχιστον.

Ἄρθρον 11.

ΕΝΑΡΞΙΣ ΛΕΙΤΟΥΡΓΙΑΣ

Ο ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ὑπὸ ἰδίαν αὐτοῦ εὐθύνην ὡς πρὸς τοὺς ἐνδεχομένους κινδύνους διὰ τὸ ΕΡΓΟΣΤΑΣΙΟΝ καὶ τὸ προσωπικόν του ὀργανώσῃ, ἐπιβλέψῃ, συντονίσῃ καὶ ἐλέγξῃ τὴν ἔναρξιν λειτουργίας τῶν μονάδων τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

Ο ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ζητήσῃ καὶ ἐπιτύχῃ παρὰ τῶν κατασκευαστῶν, ἵνα οὗτοι θέσουν εἰς τὴν διάθεσίν του, ἐὰν καὶ ὅτε τοῦτο εἶναι ἀπαραίτητον, τὸ εἰδικευμένον προσωπικόν των, τὸ ὁποῖον θὰ θεωρῆται δι' ἁπάσας τὰς περιπτώσεις μέρος τοῦ προσωπικοῦ τοῦ ΑΝΑΔΟΧΟΥ.

Ἄρθρον 12.

ΔΟΚΙΜΑΙ ΛΕΙΤΟΥΡΓΙΑΣ

Ο ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ὑπὸ ἰδίαν αὐτοῦ εὐθύνην, ὅσον ἀφορᾷ τοὺς ἐνδεχομένους κινδύνους διὰ τὸ ΕΡΓΟΣΤΑΣΙΟΝ καὶ τὸ προσωπικόν του, προβαίνῃ εἰς δοκιμαστικὴν λειτουργίαν, ὡς αὕτη περιγράφεται ἐν ἄρθρῳ 25 τῆς παρούσης Συμβάσεως, ἑκάστης τῶν μονάδων τοῦ ΕΡΓΟΣΤΑΣΙΟΥ καὶ τοῦ συνόλου αὐτῶν παρουσίᾳ ἐκπροσώπου τοῦ ΕΡΓΟΔΟΤΟΥ.

Περὶ τῶν ἀποτελεσμάτων τῶν δοκιμῶν λειτουργίας θὰ συντάσσεται πρωτόκολλον ὑπογραφόμενον παρ' ἀμφοτέρων τῶν ἐνδιαφερομένων μερῶν, τηρουμένης τῆς αὐτῆς διαδικασίας, ὡς αὕτη περιγράφεται ἐν ἄρθρῳ 18, παραγρ. 8 τῆς παρούσης Συμβάσεως.

Κατὰ τὴν προπαρασκευὴν καὶ τὴν διενέργειαν τῶν δοκιμῶν λειτουργίας, ἀντιπρόσωπος τοῦ Πολωνικοῦ Ἰνστιτούτου Σακχάρεως Βαρσοβίας, ἀδαπάνως διὰ τὸν ΕΡΓΟΔΟΤΗΝ, θὰ βοηθῆ καὶ θὰ παρέχῃ τὰς συμβουλάς του εἰς ἀμφοτέρους τοὺς συμβαλλομένους ἐφ' ὅλων τῶν θεμάτων τῶν ἀφορώντων τὴν καταλληλότητα τῶν πρώτων ὑλῶν, τὴν προσαρμογὴν τῶν συνθηκῶν λειτουργίας πρὸς τὰς ὑφισταμένας ποιότητας πρώτων ὑλῶν, τὰς μεθόδους μετρήσεων καὶ τὰς ἀναλύσεις.

Ἄρθρον 13.

ΛΕΙΤΟΥΡΓΙΑ ΤΟΥ ΕΡΓΟΣΤΑΣΙΟΥ ΚΑΤΑ ΤΗΝ ΠΡΩΤΗΝ ΠΕΡΙΟΔΟΝ

Ο ΑΝΑΔΟΧΟΣ ἀναλαμβάνει τὴν ὑποχρέωσιν, ὅπως παράσχῃ ὑπευθύνως τεχνικὰς συμβουλὰς εἰς τὸ Ἑλληνικὸν προσωπικὸν λειτουργίας καὶ ὑπεύθυνον συμπαράστασιν κατὰ τὴν δι' ἀλλοδαποῦ καὶ Ἑλληνικοῦ προσωπικοῦ διενέργειαν τῶν δοκιμῶν λειτουργίας τοῦ ΕΡΓΟΣΤΑΣΙΟΥ καὶ κατὰ τὴν πρώτην περίοδον λειτουργίας αὐτοῦ. Πρὸς τὸν σκοπὸν τοῦτον ὁ ΑΝΑΔΟΧΟΣ ὀφείλει νὰ διαθέσῃ τουλάχιστον 24 εἰδικοὺς τεχνικοὺς κατὰ τὴν ἐν ἔτει 1963 περιόδον λειτουργίας τοὐλάχιστον ἐπὶ 30 ἡμέρας ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως λειτουργίας τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται 4 μῆνας πρὸ τῆς λειτουργίας τοῦ ΕΡΓΟΣΤΑΣΙΟΥ νὰ ἀνακοινώσῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ τὴν ἡμερομηνίαν ἐνάρξεως λειτουργίας τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται μετὰ τριάκοντα (30) ἡμέρας ἀπὸ τῆς ἀνωτέρω εἰδοποιήσεως, ὅπως γνωρίσῃ εἰς τὸν ΑΝΑΔΟΧΟΝ περὶ τοῦ ἐπὶ πλέον χρόνου παραμονῆς ἐν Ἑλλάδι τοῦ εἰδικευμένου Πολωνικοῦ προσωπικοῦ λειτουργίας πέραν τοῦ ἑνὸς μηνός.

Ὁ ΑΝΑΔΟΧΟΣ θὰ ἀναλάβῃ νὰ ἐκπαιδεύσῃ διὰ τὴν λειτουργίαν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ κατάλληλον Ἑλληνικὸν προσωπικὸν κατὰ τὴν πρώτην περίοδον λειτουργίας τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

Ἄρθρον 14.

ΔΕΛΤΙΑ ΠΡΟΟΔΟΥ

Ο ΑΝΑΔΟΧΟΣ ὑποχρεοῦται νὰ ὑποβάλῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ ἐκθέσεις ἐργασίας καθ' ὅλα τὰ στάδια αὐτῆς, ὡς κάτωθι:

α) Κατὰ τὸ ἀρχικὸν στάδιον τοῦ ἔργου καὶ μέχρι τῆς ἐνάρξεως τῆς ἀνεγέρσεως:

Ἐκθεσιν καθ' ἕκαστον μῆνα, ὑποβαλλομένην οὐχὶ βραδύτερον τοῦ μηνὸς ἀπὸ τῆς λήξεως τῆς περιόδου.

β) Κατὰ τὴν ἐγκατάστασιν:

Δεκαπενθήμερον ἔκθεσιν, ὑποβαλλομένην οὐχὶ ἀργότερον τῶν 2 ἑβδομάδων ἀπὸ τῆς λήξεως τῆς περιόδου.

Ο ΑΝΑΔΟΧΟΣ ὀφείλει νὰ ὑποβάλῃ γενικὸν πρόγραμμα ἀνεγέρσεως, τὸ ὁποῖον θὰ τηρῆται κατὰ τὴν πρόοδον τῆς ἐργασίας.

Ἄρθρον 15.

ΓΕΝΙΚΑΙ ΥΠΟΧΡΕΩΣΕΙΣ ΑΝΑΔΟΧΟΥ

Ο ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως παράσχῃ, συμφώνως πρὸς τὰς καλυτέρας μεθόδους, ἁπάσας τὰς ὑπηρεσίας, αἵτινες περιγράφονται ἐν τῇ παρούσῃ Συμβάσει καὶ εἶναι ἀναγκαῖαι διὰ τὴν ταχεῖαν καὶ ἀποτελεσματικὴν κατασκευὴν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, ὡς καὶ διὰ τὴν θέσιν εἰς λειτουργίαν, ἀρχικὴν λειτουργίαν αὐτοῦ καὶ τὴν πρώτην περίοδον λειτουργίας.

Ἄρθρον 16.

ΑΝΤΑΛΛΑΚΤΙΚΑ

Ο ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως προμηθεύσῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ ἀνταλλακτικὰ τοῦ ἐξοπλισμοῦ τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, ὡς ἀναφέρωνται εἰς τὸ συνημμένον Παράρτημα Α, FOB Πολωνικὸν λιμένα ἢ FOR Πολωνο-Τσεχοσλοβακικὰ σύνορα. Ἡ ἀξία τῶν ἀνταλλακτικῶν τούτων περιλαμβάνεται εἰς τὸ τίμημα τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ τῶν ἀναφερομένων ἐν ἄρθρῳ 20 τῆς παρούσης Συμβάσεως.

Ἄρθρον 17.

ΥΠΟΧΡΕΩΣΕΙΣ ΕΡΓΟΔΟΤΟΥ

Ὁ ΕΡΓΟΔΟΤΗΣ ἀναλαμβάνει τὰς ἀκολούθους ὑποχρεώσεις, τὰς ὁποίας θὰ ἐκτελέσῃ ἐμπροθέσμως εἰς τρόπον, ὥστε νὰ εἶναι δυνατὴ ἡ τήρησις τῶν ἐν ἄρθρῳ 18 ἀναφερομένων προθεσμιῶν ἐκ μέρους τοῦ ΑΝΑΔΟΧΟΥ

1. Ἐπιλογὴ χώρου ἐγκαταστάσεως ΕΡΓΟΣΤΑΣΙΟΥ

Τὸ ΕΡΓΟΣΤΑΣΙΟΝ θὰ ἀνεγερθῇ εἰς κατάλληλον χῶρον ἐν τῇ περιοχῇ Σερρῶν, ἀπαλλοτριωθησόμενον ὑπὲρ τοῦ Δημοσίου. Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται, ὅπως ἀπαλλοτριώσῃ καὶ θέσῃ εἰς τὴν διάθεσιν τοῦ ΑΝΑΔΟΧΟΥ ἐντὸς 13 μηνῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως τὸν χῶρον τοῦτον.

2. ΤΟΠΟΓΡΑΦΙΚΟΝ ΔΙΑΓΡΑΜΜΑ.

Ὁ ΕΡΓΟΔΟΤΗΣ ἀναλαμβάνει τὴν ὑποχρέωσιν, ὅπως ἐφοδιάσῃ τὸν ΑΝΑΔΟΧΟΝ μὲ τὸ ἀκριβὲς τοπογραφικὸν διάγραμμα τοῦ ὁριστικῶς ἐπιλεγησομένου χώρου ἀνεγέρσεως τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, μετὰ ὑψομετρικῶν καμπυλῶν, ὑπὸ κλίμακα 1:500, ἐντὸς τριῶν (3) μηνῶν ἀπὸ τῆς ἰσχύος τῆς Συμβάσεως.

3. ΕΔΑΦΟΜΗΧΑΝΙΚΗ ΕΡΕΥΝΑ

Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται, ὅπως παράσχῃ εἰς τὸν ΑΝΑΔΟΧΟΝ προσωρινὴν ἐδαφομηχανικὴν ἔκθεσιν ἐπὶ τῶν ἐπιτρεπομένων φορτίων τῶν συναντωμένων στρωμάτων καὶ τοῦ βάθους αὐτῶν καὶ τῆς στάθμης τῶν ὑπογείων ὑδάτων, βασιζομένην ἐπὶ διανοιγησομένων φρεάτων ἐντὸς ἓξ (6) μηνῶν ἀπὸ τῆς ἰσχύος τῆς Συμβάσεως.

4. ΥΔΡΕΥΣΙΣ

Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται, ὅπως ἐκτελέσῃ τὰς ἀπαιτουμένας ἐργασίας, ἵνα ποσότητες 100 μ3]ὥρ. ποσίμου ὕδατος καὶ ὕδατος ψύξεως, ὡς καὶ 1.000 μ3]ὥρ. ποταμίου ὕδατος εἶναι διαθέσιμοι οὐχὶ βραδύτερον τῶν 36 μηνῶν ἀπὸ τῆς ἰσχύος τῆς Συμβάσεως.

Αἱ ἀνωτέρω ποσότητες ὕδατος δέον νὰ εἶναι διαθέσιμοι εἰς θέσιν ἀπέχουσαν οὐχὶ ἄνω τῶν 100 μέτρων ἀπὸ τὰ κύρια κτίρια.

5. ΠΑΡΟΧΗ ΗΛΕΚΤΡΙΚΟΥ ΡΕΥΜΑΤΟΣ

Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται, ὅπως ἐκτελέσῃ τὰς ἀναγκαίας ἠλεκτρικὰς ἐγκαταστάσεις, ἵνα συνδέσῃ τὸ ἐθνικὸν δίκτυον μετὰ τῶν ἠλεκτρικῶν ἐγκαταστάσεων τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, ὡς περιγράφεται εἰς τὸ Παράρτημα Β, οὐχὶ βραδύτερον τῶν 36 μηνῶν ἀπὸ τῆς ἰσχύος τῆς Συμβάσεως.

6. ΤΗΛΕΦΩΝΙΚΗ ΣΥΝΔΕΣΙΣ

Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται, ὅπως ἐκτελέσῃ τὰς συνδέσεις τηλεφωνικοῦ δικτύου τοῦ ΕΡΓΟΣΤΑΣΙΟΥ μετὰ τοῦ δικτύου τοῦ Ο.Τ.Ε., οὐχὶ βραδύτερον τῶν 36 μηνῶν ἀπὸ τῆς ἰσχύος τῆς Συμβάσεως.

7. ΣΙΔΗΡΟΔΡΟΜΙΚΑΙ ΓΡΑΜΜΑΙ ΚΑΝΟΝΙΚΟΥ ΠΛΑΤΟΥΣ

Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται, ὅπως κατασκευάσῃ ἁπάσας τὰς συνδέσεις σιδηροδρομικῶν γραμμῶν κανονικοῦ πλάτους, ἐκτὸς καὶ ἐντὸς τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, τὰς ἀναγκαιούσας διὰ τὴν ἀνέγερσιν αὐτοῦ, οὐχὶ βραδύτερον τῶν 18 μηνῶν ἀπὸ τῆς ἰσχύος τῆς Συμβάσεως.

8. ΕΦΟΔΙΑ ΔΙΑ ΤΑ ΕΡΓΑ ΠΟΛΙΤΙΚΟΥ ΜΗΧΑΝΙΚΟΥ ΚΑΙ ΤΗΝ ΑΝΕΓΕΡΣΙΝ ΤΟΥ ΕΡΓΟΣΤΑΣΙΟΥ

Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται, ὅπως προβῇ εἰς ἁπάσας τὰς ἐνεργείας εἰς τρόπον ὥστε τὰ ἐφόδια διὰ τὰ ἔργα Πολιτικοῦ Μηχανικοῦ καὶ διὰ τὴν ἀνέγερσιν νὰ δύνανται νὰ παρασχεθῶσιν ὡς ἀκολούθως:

α) Ὕδωρ ἐκ φρέατος: 5μ3 ὡριαίως οὐχὶ βραδύτερον τῶν 13 μηνῶν ἀπὸ τῆς ἰσχύος τῆς Συμβάσεως, πρόσθετος ποσότης 25 μ3 ὡριαίως οὐχὶ βραδύτερον τῶν 15 μηνῶν ἀπὸ τῆς ἰσχύος τῆς Συμβάσεως.

β) Ἠλεκτρικὴ ἐνέργεια 500 KVA, 380]220 VOLT, οὐχὶ βραδύτερον τῶν 13 μηνῶν ἀπὸ τῆς ἰσχύος τῆς Συμβάσεως

γ) Προσωρινὴ τηλεφωνικὴ σύνδεσις: οὐχὶ βραδύτερον τῶν 13 μηνῶν ἀπὸ τῆς ἰσχύος τῆς Συμβάσεως.

Ἡ προμήθεια ἑτέρων ὑλικῶν, ὡς ἀκαθάρτου πετρελαίου, λιπαντικῶν, ὀξυγόνου, ἀσετυλίνης, κλπ., θὰ πραγματοποιῆται βάσει καταστάσεων, ἃς θὰ καταρτίζῃ ἐγκαίρως ὁ ΑΝΑΔΟΧΟΣ.

9. ΟΡΓΑΝΩΣΙΣ, ΕΚΠΑΙΔΕΥΣΙΣ ΔΙΑ ΤΑΣ ΔΟΚΙΜΑΣ ΛΕΙΤΟΥΡΓΙΑΣ, ΕΝΑΡΞΙΣ ΛΕΙΤΟΥΡΓΙΑΣ ΚΑΙ ΠΡΩΤΗ ΠΕΡΙΟΔΟΣ ΛΕΙΤΟΥΡΓΙΑΣ.

Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται, ὅπως προβῇ εἰς τὴν πλήρη διοικητικήν, ἐμπορικὴν καὶ τεχνικὴν ὀργάνωσιν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ καὶ εἰς τὴν πρόσληψιν τοῦ ἀναγκαίου προσωπικοῦ ἐγκαίρως πρὸ τῆς ἐνάρξεως λειτουργίας τούτου. Ο ΑΝΑΔΟΧΟΣ θέλει παράσχει βοήθειαν καὶ συμβουλὰς διὰ τὴν ἀνωτέρω ὀργάνωσιν.

Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται, ὅπως προσλάβῃ τοὐλάχιστον 25 Ἕλληνας εἰδικευμένους ἐργάτας, οὐχὶ βραδύτερον τοῦ μηνὸς Σεπτεμβρίου 1962, οἵτινες θέλουν ἐκπαιδευθῇ εἰς κατάλληλα ἐργοστάσια κατὰ τὴν διάρκειαν μιᾶς πλήρους περιόδου λειτουργίας. Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται ἐπίσης, ὅπως προσλάβῃ κατὰ προσέγγισιν 10 Χημικοὺς ἢ Χημικοὺς Μηχανικοὺς οὐχὶ βραδύτερον τοῦ μηνὸς Ἰουλίου 1962, οἵτινες θὰ ἐκπαιδευθῶσι εἰς Ἰστιτοῦτον Σακχάρεως καὶ ἐν συνεχείᾳ εἰς ἐργοστάσια σακχάρεως κατὰ τὴν διάρκειαν μιᾶς πλήρους περιόδου λειτουργίας.

Ὁ ΕΡΓΟΔΟΤΗΣ θὰ προσπαθήσῃ νὰ προσλάβῃ διὰ τὴν λειτουργίαν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, κατὰ προτίμησιν, προσωπικὸν τὸ ὁποῖον συμμετέσχεν εἰς τὴν ἀνέγερσιν αὐτοῦ.

10. ΠΡΟΜΗΘΕΙΑ ΠΡΩΤΩΝ ΥΛΩΝ ΚΑΙ ΒΟΗΘΗΤΙΚΩΝ ΥΛΩΝ.

Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται, ὅπως διαθέσῃ τὰς ἀπαιτουμένας πρώτας ὕλας, βοηθητικὰς τοιαύτας καὶ ἄλλα μέσα παραγωγῆς διὰ τὴν ἔναρξιν, τὰς δοκιμὰς λειτουργίας καὶ τὴν πρώτην περίοδον λειτουργίας τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

Ὁ ΑΝΑΔΟΧΟΣ ὀφείλει, ὅπως ἐγκαίρως εἰδοποιῇ τὸν ΕΡΓΟΔΟΤΗΝ περὶ τῶν ἀναγκῶν του, διὰ τὴν λειτουργίαν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

11. ΕΡΓΑΣΤΗΡΙΑΚΟΣ ΕΞΟΠΛΙΣΜΟΣ.

Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται νὰ θέσῃ εἰς τὴν διάθεσιν τοῦ ΑΝΑΔΟΧΟΥ ἐγκαίρως τὸν ἐργαστηριακὸν ἐξοπλισμόν, ὡς καθορίζεται ἐν Παραρτήματι Κ.

Ἄρθρον 18.

ΠΡΟΘΕΣΜΙΑΙ

1. Ὁ ΕΡΓΟΔΟΤΗΣ καὶ ὁ ΑΝΑΔΟΧΟΣ θὰ συνεργάζωνται, ἐκτελοῦντες τὰς ὑποχρεώσεις των, κατὰ τοιοῦτον τρόπον, ὥστε τὸ ΕΡΓΟΣΤΑΣΙΟΝ νὰ εἶναι ἱκανὸν πρὸς λειτουργίαν καὶ πλήρη ἀπόδοσιν κατὰ τὸν συντομώτερον δυνατὸν χρόνον.

2. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ἀποπερατώσῃ τὰ βασικὰ σχέδια παραγωγικῆς διαδικασίας, συμφώνως τῷ ἄρθρῳ 4, παραγρ. 1α, ἐντὸς 7 μηνῶν ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως.

3. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ἀποπερατώσῃ τὰ σχέδια διατάξεως τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, συμφώνως τῷ ἄρθρῳ 4, παραγρ. 1γ, ἐντὸς 9 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως.

4. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ἐντὸς 14 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως, ἀποπερατώσῃ τὴν βασικὴν μελέτην ἔργων Πολιτικοῦ Μηχανικοῦ, ὡς καθορίζεται ἐν ἄρθρῳ 5.

5. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ἐντὸς 18 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως ἀποστείλῃ τὸ πρῶτον φορτίον ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ διὰ τὸ ΕΡΓΟΣΤΑΣΙΟΝ καὶ ἀποστέλλῃ τὰ περαιτέρω φορτία διαδοχικῶς εἰς τρόπον, ὥστε νὰ καταστῇ δυνατὴ ἡ ἔναρξις ἀποδοτικῆς ἐργασίας ἀνεγέρσεως, οὐχὶ βραδύτερον τῶν 23 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως, ὑπὸ τὴν προϋπόθεσιν, ὅτι ὁ χρόνος μεταφορᾶς ἀπὸ τὰ ἐργοστάσια τῶν κατασκευαστῶν εἰς τὸ ΕΡΓΟΣΤΑΣΙΟΝ θὰ ἀνέρχεται εἰς 45 ἡμέρας.

6. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ἐντὸς 35 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως παραδώσῃ ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΝ ἀξίας οὐχὶ μικροτέρας τοῦ 90 ο]ο τῆς ἀξίας FOB Πολωνικὸν λιμένα ἢ FOR Πολωνο-Τσεχοσλοβακικὰ σύνορα τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ. Αἱ παραδόσεις δέον νὰ ὀργανωθοῦν κατὰ τοιοῦτον τρόπον, ὥστε νὰ καταστῇ δυνατὴ ἡ συνεχὴς ἀνέγερσις τοῦ ΕΡΓΟΣΤΑΣΙΟΥ. Τὸ ὑπόλοιπον τμῆμα, ἀντιπροσωπεῦον 10 ο]ο τῆς ἀξίας FOB Πολωνικὸν λιμένα ἢ FOR Πολωνο-Τσεχοσλοβακικὰ σύνορα τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, θὰ συνίσταται ἀπὸ ὄργανα μετρήσεως, αὐτόματα ὄργανα καὶ ἀνταλλακτικά.

7. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ἐντὸς 40 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως ἐγκαταστήσῃ ὅλον τὸν ἐξοπλισμὸν καὶ ἔχῃ τὸ ΕΡΓΟΣΤΑΣΙΟΝ ἕτοιμον πρὸς ἔναρξιν λειτουργίας. Ἐργασίαι ἀποπερατώσεως δευτερευούσης σημασίας, μὴ ἐπηρεάζουσαι τὴν ἱκανότητα λειτουργίας τῶν μονάδων, δύνανται νὰ ἐκτελεσθῶσι μετὰ τὴν ἡμερομηνίαν ταύτην.

8. Ὅταν ὁ ΑΝΑΔΟΧΟΣ θεωρῇ τμῆμά τι τοῦ ΕΡΓΟΣΤΑΣΙΟΥ ὡς ἕτοιμον πρὸς λειτουργίαν θὰ προσκαλῇ τὸν ΕΡΓΟΔΟΤΗΝ, μετὰ προειδοποίησιν μιᾶς ἑβδομάδος, ὅπως ἀπὸ κοινοῦ ἐλέγξουν τὴν ἀποπεράτωσιν τῆς ἀνεγέρσεως τοῦ ἐν λόγῳ τμήματος καὶ ὑπογράψουν πρωτόκολλον παραλαβῆς αὐτοῦ. Ἐὰν ὁ ΕΡΓΟΔΟΤΗΣ κληθείς, ὡς ἀνωτέρω, δὲν προσέλθῃ διὰ τὴν ἐνέργειαν τοῦ ἐλέγχου, ὁ ΑΝΑΔΟΧΟΣ δικαιοῦται νὰ ἐκδώσῃ καὶ νὰ ὑποβάλῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ πρωτόκολλον παραλαβῆς. Ὁ ΕΡΓΟΔΟΤΗΣ θὰ ἐγκρίνῃ ἢ θὰ προβῇ εἰς παρατηρήσεις ἐπὶ τοῦ ἐν λόγῳ πρωτοκόλλου, ἀναφέρων συνάμα τὰς ἐργασίας ἢ ὑπηρεσίας, αἵτινες ὑπολείπονται πρὸς συμπλήρωσιν τῆς ἀνεγέρσεως τοῦ ἐν λόγῳ τμήματος. Ἐὰν ὁ ΕΡΓΟΔΟΤΗΣ δὲν προβῇ εἰς παρατηρήσεις ἐγγράφως ἐπὶ τοῦ πρωτοκόλλου παραλαβῆς ἐντὸς δύο ἑβδομάδων ἀπὸ τῆς ὑποβολῆς τοῦ ἐγγράφου τούτου, θὰ θεωρῆται οὗτος ὡς ἀποδεχόμενος τὸ πρωτόκολλον τοῦτο καὶ τὴν ἐν αὐτῷ ἀναφερομένην ἡμερομηνίαν ὡς ἡμερομηνίαν ἀποπερατώσεως τῆς ἀνεγέρσεως τοῦ ἐν λόγῳ τμήματος. Οἰκοθεν νοεῖται, ὅτι οἱαδήποτε ἐργασία, ἥτις ἤθελεν ἀνακύψει ἐκ τῶν ὑστέρων ὡς ἀναγκαία, θὰ ἐκτελῆται ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ, συμφώνως τῇ παρούσῃ Συμβάσει. Ἐὰν ὁ ΕΡΓΟΔΟΤΗΣ διαφωνῇ ἐπὶ τοῦ ὑποβληθέντος πρωτοκόλλου παραλαβῆς καὶ ὑποδείξῃ τὰς ἐργασίας ἢ ὑπηρεσίας, αἵτινες ὑπολείπονται πρὸς συμπλήρωσιν τῆς ἀνεγέρσεως τοῦ τμήματος, ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως προβῇ εἰς τὴν ἐκτέλεσιν τῶν ἐν λόγῳ ἐργασιῶν ἢ ὑπηρεσιῶν καὶ ὑποβάλῃ ἐκ νέου τὸ πρωτόκολλον παραλαβῆς πρὸς ἀποδοχὴν ἐκ μέρους τοῦ ΕΡΓΟΔΟΤΟΥ.

Ἡ ἡμερομηνία ἀποδοχῆς τοῦ πρωτοκόλλου ἐκ μέρους τοῦ ΕΡΓΟΔΟΤΟΥ θὰ ἀποτελῇ τὴν ἡμερομηνίαν τῆς ἀποπερατώσεως τῆς ἀνεγέρσεως τοῦ τμήματος τούτου. Περαιτέρω τυχὸν διαφωνίαι θὰ λύωνται ὑπὸ τοῦ Διαιτητικοῦ Δικαστηρίου.

9. Ὁ ΕΡΓΟΔΟΤΗΣ θὰ κατασκευάσῃ τὴν ὁριστικὴν σιδηροδρομικὴν γραμμὴν κανονικοῦ πλάτους ἐντὸς 18 μηνῶν ἀπὸ τῆς ἡμερομηνίας παραδόσεως τῶν σχεδίων διατάξεως ἐκ μέρους τοῦ ΑΝΑΔΟΧΟΥ.

10. Ὑπέρβασις τῶν ἐν τῷ παρόντι ἄρθρῳ καὶ τοῖς ἄρθροις 17, 21, καὶ 23 εἰς βάρος τοῦ ΕΡΓΟΔΟΤΟΥ ὁριζομένων προθεσμιῶν ἢ ὑπέρβασις τῶν ὑπὸ τῶν Ἑλλήνων ὑπεργολάβων ἀναληφθησομένων προθεσμιῶν θὰ ἔχῃ ὡς συνέπειαν ἀνάλογον παράτασιν τῶν σχετικῶν εἰς βάρος τοῦ ΑΝΑΔΟΧΟΥ ὁριζομένων προθεσμιῶν. Ὑπέρβασις τῶν εἰς βάρος τοῦ ΕΡΓΟΔΟΤΟΥ ἢ τῶν Ἑλλήνων ὑπεργολάβων ἢ τοῦ Πράκτορος μεταφορῶν ὁριζομένων προθεσμιῶν πέραν εὐλόγου χρόνου θὰ συνεπάγεται τὴν ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ καταβολὴν τῶν δημιουργουμένων ἐκ τῆς αἰτίας ταύτης προσθέτων δαπανῶν. Ἡ ἀνωτέρω συνέπεια δὲν θὰ ἐπέρχεται ἐὰν ἡ καθυστέρησις ὀφείλεται εἰς ὑπαιτιότητα τοῦ ΑΝΑΔΟΧΟΥ.

Ἄρθρον 19.

ΔΙΑΔΙΚΑΣΙΑΙ ΕΓΚΡΙΣΕΩΣ

1. Ὁ ΑΝΑΔΟΧΟΣ θὰ ζητῇ τὴν προηγουμένην ἔγκρισιν τοῦ ΕΡΓΟΔΟΤΟΥ κατὰ τὰ διάφορα στάδια τῆς ἐκτελέσεως τῆς Συμβάσεως, ὁ δὲ ΕΡΓΟΔΟΤΗΣ θὰ ἀποφαίνεται ἐπὶ τῶν αἰτήσεων τούτων, συμφώνως πρὸς τὰς ὁριζομένας εἰς τὰ σχετικὰ ἄρθρα καὶ παραγράφους διαδικασίας.

2. Ὁ ΕΡΓΟΔΟΤΗΣ δύναται νὰ ἐγκρίνῃ, ἀπορρ.ψῃ, ἢ τροποποιήσῃ ἐν μέρει ἢ ἐξ ὁλοκλήρου τὰς αἰτήσεις τοῦ ΑΝΑΔΟΧΟΥ. Ὁ ΑΝΑΔΟΧΟΣ ὀφείλει, ὅπως συμμορφοῦται ἐν γένει μὲ τὰς παρατηρήσεις ἢ τροποποιήσεις τοῦ ΕΡΓΟΔΟΤΟΥ, ἐφ' ὅσον αὗται δὲν ἐπηρεάζουν, κατὰ τὴν κρίσιν του, τὰς ἐγγυήσεις καὶ εὐθύνας του, συμφώνως πρὸς τὴν παροῦσαν Σύμβασιν. Εἰς περίπτωσιν διαφωνίας, ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ὑποβάλῃ ἐγγράφως τὰς ἀντιρρήσεις του καὶ ὑποδείξῃ τὰς συνεπείας, τὰς ὁποίας οὗτος προβλέπει εἰς περίπτωσιν ἀποδοχῆς τῶν παρατηρήσεων ἢ τροποποιήσεων τοῦ ΕΡΓΟΔΟΤΟΥ. Ὁ ΑΝΑΔΟΧΟΣ, ἐν τούτοις, ὑποχρεοῦται, ὅπως συμμορφοῦται πρὸς τὰς παρατηρήσεις ἢ τροποποιήσεις τοῦ ΕΡΓΟΔΟΤΟΥ, ὅστις οὕτω θὰ ἀναδεχθῇ μόνος τὰς εὐθύνας ἐκ τῆς ἀποδοχῆς τῶν παρατηρήσεων ἢ τροποποιήσεων του, καθ' ὁ μέτρον καὶ ἔκτασιν ἐπηρεάζονται αἱ ἐγγυήσεις καὶ εὐθῦναι τοῦ ΑΝΑΔΟΧΟΥ, ὡς προεβλέφθη ὑπ' αὐτοῦ.

Ἄρθρον 20.

ΔΑΠΑΝΑΙ ΕΙΣ ΣΥΝΑΛΛΑΓΜΑ

1. Αἱ εἰς συνάλλαγμα τιμαὶ ἀναφέρονται εἰς τὰ κατωτέρω :

α) ΥΛΙΚΑ ΚΑΙ ΕΞΟΠΛΙΣΜΟΣ, περιλαμβανομένων τῶν ἀνταλλακτικῶν, ὡς ταῦτα καθορίζονται ἐν τῇ παρούσῃ Συμβάσει, καὶ εἰδικῶς ἐν Παραρτήματι Α, ἅτινα θὰ προμηθεύσῃ Ο ΑΝΑΔΟΧΟΣ FOB πολωνικὸν λιμένα ἢ FOR Πολωνο – Τσεχοσλοβακικὰ σύνορα.

Τὸ τίμημα τῶν ΥΛΙΚΩΝ ΚΑΙ ΕΞΟΠΛΙΣΜΟΥ περιλαμβανομένων τῶν ἀνταλλακτικῶν, ἀνέρχεται εἰς $ Η.Π.Α. 3.431.870.

Εἰς τὸ τίμημα τοῦτο περιλαμβάνεται πληρωμὴ διὰ συναφεῖς ὑπηρεσίας, ἃς θὰ παράσχῃ Ο ΑΝΑΔΟΧΟΣ, ὡς κάτωθι :

Ἡ κατάρτισις τῶν σχεδίων παραγωγικῆς διαδικασίας καὶ μηχανολογικῶν ἐγκαταστάσεων, ἡ χρῆσις τῶν εὑρεσιτεχνιῶν, τῆς πείρας καὶ ἄλλων δικαιωμάτων τοῦ ΑΝΑΔΟΧΟΥ, ἡ ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ἐπιθεώρησις, ἔλεγχος καὶ παραλαβὴ τῶν ἀφορωσῶν εἰς τὰ ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΝ καὶ τὰ ἀνταλλακτικὰ ἐργασιῶν, ἡ ἀφορῶσα εἰς τὰ ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΝ καὶ τὰ ἀνταλλακτικὰ περὶ τὴν μεταφορὰν ἐργασία τοῦ ΑΝΑΔΟΧΟΥ, ἐκτελουμένη καθ' ὃ μέτρον καθορίζεται εἰς τοὺς INCOTERMS 1953 διὰ παράδοσιν FOB Πολωνικὸν λιμένα ἢ FOR Πολωνο–Τσεχοσλοβακικὰ σύνορα, ὡς σχετικὸν ἄρθρον 6, αἱ ὑπηρεσίαι τοῦ ΑΝΑΔΟΧΟΥ ὡς πρὸς τὴν ὀργάνωσιν ἐκπαιδεύσεως τοῦ προσωπικοῦ λειτουργίας τοῦ ΕΡΓΟΔΟΤΟΥ, ὡς σχετικὸν ἄρθρον 10, αἱ ὑπηρεσίαι τοῦ ΑΝΑΔΟΧΟΥ διὰ τὴν κατάρτισιν τῶν τευχῶν ὁδηγιῶν, ὡς σχετικὸν ἄρθρον 9 καὶ ἐν γένει ἡ ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ παρεχομένη συνεργασία καὶ βοήθεια κατὰ τὴν ἐκτέλεσιν τοῦ παρόντος ἔργου.

Εἰς ἣν περίπτωσιν ὁ ΕΡΓΟΔΟΤΗΣ ἤθελεν ἐκλέξει ἐγκατάστασιν παραγωγῆς ἀτμοῦ, λειτουργοῦσαν διὰ καυσίμου λιγνίτου περιοχῆς Σερρῶν–Παγγαίου, ἀντὶ τῆς ἐγκαταστάσεως παραγωγῆς ἀτμοῦ λειτουργούσης διὰ ἀκαθάρτου πετρελαίου Μαζούτ, τὸ ἀνωτέρω ἀναφερόμενον τίμημα διὰ τὰ ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΝ, περιλαμβανομένων τῶν ἀνταλλακτικῶν θὰ ἐπαυξάνεται κατὰ $ 367.000, ἄνευ προσθέτων ἀνταλλακτικῶν, συμφώνως πρὸς ἄρθρον 3, παραγρ. 4 τῆς παρούσης Συμβάσεως. Ἐν τῇ περιπτώσει ταύτῃ ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται ὅπως διὰ τὸ 60 ο]ο τοῦ ὡς ἀνωτέρω τιμήματος ἐκ 367.000 δολλαρίων ἀγοράσῃ καπνὰ Ἑλληνικῆς προελεύσεως συμφώνως πρὸς τὸ Παράρτημα L, τῆς παρούσης Συμβάσεως, διὰ τὸ 30ο]ο ἕτερα Ἑλληνικὰ προϊόντα, τὸ δὲ ὑπόλοιπον 10 ο]ο θέλει καταβληθῇ εἰς τὸν ΑΝΑΔΟΧΟΝ ὡς προκαταβολὴ εἰς ἐλεύθερον συνάλλαγμα.

Εἰς περίπτωσιν μικρῶν τροποποιήσεων ὅσον ἀφορᾶ τὰς προμηθείας ΥΛΙΚΩΝ, ΕΞΟΠΛΙΣΜΟΥ καὶ ἀνταλλακτικῶν θὰ λαμβάνωνται ὑπ' ὄψιν πρὸς καθορισμὸν τοῦ ὁριστικοῦ τιμήματος αἱ τιμαὶ μονάδος τῶν ἐπὶ μέρους τεμαχίων τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ καὶ ἀνταλλακτικῶν, αἱ περιλαμβανόμεναι εἰς τὸν πίνακα τιμῶν μονάδος, ὃν ὑποχρεοῦται ὁ ΑΝΑΔΟΧΟΣ νὰ ὑποβάλῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ, εἰς τριπλοῦν, ἐντὸς ἑνὸς μηνὸς ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως.

β) ΜΙΣΘΟΙ, ΗΜΕΡΟΜΙΣΘΙΑ ΚΑΙ ΛΟΙΠΑ ΕΞΟΔΑ ΑΛΛΟΔΑΠΟΥ ΠΡΟΣΩΠΙΚΟΥ ΑΝΕΓΕΡΣΕΩΣ, ΠΕΡΙΛΑΜΒΑΝΟΜΕΝΩΝ ΕΡΓΑΛΕΙΩΝ ΑΝΕΓΕΡΣΕΩΣ.

Μισθοί, ἡμερομίσθια πάσης φύσεως, ἀσφάλισις, ἰατρικὴ περίθαλψις καὶ ἔξοδα ταξιδίων τοῦ Πολωνικοῦ προσωπικοῦ τοῦ ΑΝΑΔΟΧΟΥ καὶ τῶν οἰκογενειῶν αὐτοῦ, τοῦ προσληφθησομένου διὰ τὴν ἀνέγερσιν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, ὡς καὶ μισθώματα μηχανημάτων καὶ ἐργαλείων, ἅτινα θὰ χρησιμοποιήσῃ Ο ΑΝΑΔΟΧΟΣ διὰ τὴν ἀνέγερσιν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

Τὸ συμφωνηθὲν κατ' ἀποκοπὴν ποσὸν ἀνέρχεται εἰς $ Η.Π.Α. 126.500.

γ) ΕΝΑΡΞΙΣ ΛΕΙΤΟΥΡΓΙΑΣ, ΔΟΚΙΜΑΙ ΛΕΙΤΟΥΡΓΙΑΣ ΚΑΙ ΤΕΧΝΙΚΗ ΔΙΕΥΘΥΝΣΙΣ ΚΑΤΑ ΤΗΝ ΠΡΩΤΗΝ ΠΕΡΙΟΔΟΝ ΛΕΙΤΟΥΡΓΙΑΣ ΤΟΥ ΕΡΓΟΣΤΑΣΙΟΥ.

Μισθοί, ἡμερομίσθια πάσης φύσεως, ἀσφάλισις, ἰατρικὴ περίθαλψις καὶ ἔξοδα ταξιδίων τοῦ Πολωνικοῦ προσωπικοῦ τοῦ ΑΝΑΔΟΧΟΥ καὶ τῶν οἰκογενειῶν αὐτοῦ, τοῦ προσληφθησομένου διὰ τὴν ἔναρξιν λειτουργίας, τὰς δοκιμὰς λειτουργίας καὶ διὰ τὴν παροχὴν ὑπευθύνων τεχνικῶν συμβουλῶν καὶ συμπαραστάσεως διὰ τὴν λειτουργίαν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ κατὰ τὴν πρώτην περίοδον λειτουργίας, διαρκείας οὐχὶ μεγαλυτέρας τῶν 30 ἡμερῶν.

Τὸ συμφωνηθὲν κατ' ἀποκοπὴν ποσὸν ἀνέρχεται εἰς $ Η.Π.Α. 4.600.

Εἰς ἣν περίπτωσιν ἤθελε ζητηθῇ παρὰ τοῦ ΕΡΓΟΔΟΤΟΥ ἡ παραμονὴ τοῦ Πολωνικοῦ προσωπικοῦ λειτουργίας τοῦ ΑΝΑΔΟΧΟΥ πέραν τῶν 30 ἡμερῶν διὰ τὴν παροχὴν ὑπευθύνων τεχνικῶν συμβουλῶν καὶ συμπαραστάσεως καθ' ὅλην τὴν διάρκειαν τῆς πρώτης περιόδου λειτουργίας τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, συμφώνως πρὸς τὸ ἄρθρον 13 τῆς παρούσης Συμβάσεως, τὸ συμφωνηθὲν κατ' ἀποκοπὴν τίμημα δι' ἕκαστον ἐπὶ πλέον μῆνα παραμονῆς τοῦ Πολωνικοῦ προσωπικοῦ ἐν Ἑλλάδι ὁρίζεται εἰς $ ΗΠΑ 4.000 μηνιαίως.

δ) ΑΜΟΙΒΗ ΔΙΑ ΤΗΝ ΜΕΛΕΤΗΝ ΤΩΝ ΕΡΓΩΝ ΠΟΛΙΤΙΚΟΥ ΜΗΧΑΝΙΚΟΥ. Σταθερὰ κατ' ἀποκοπὴν ἀμοιβὴ : $ ΗΠΑ 10.000 διὰ τὰς παρασχεθησομένας ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ὑπηρεσίας, τὰς ἀφορώσας τὰ ἐκτελεσθησόμενα ἔργα, συμφώνως πρὸς τὸ ἄρθρον 5, παραγρ. 1 καὶ ἄρθρον 8 τῆς παρούσης Συμβάσεως.

ε) ΜΕΤΑΦΟΡΑ ΥΛΙΚΩΝ ΚΑΙ ΕΞΟΠΛΙΣΜΟΥ, ΑΝΤΑΛΛΑΚΤΙΚΩΝ ΚΑΙ ΕΡΓΑΛΕΙΩΝ ΑΝΕΓΕΡΣΕΩΣ, ΠΕΡΙΛΑΜΒΑΝΟΜΕΝΗΣ ΤΗΣ ΑΣΦΑΛΙΣΕΩΣ.

Τὸ ὁλικὸν εἰς συνάλλαγμα κόστος διὰ τὴν μεταφορὰν τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἀνταλλακτικῶν καὶ ἐργαλείων ἀνεγέρσεως, περιλαμβανομένης καὶ τῆς ἀσφαλίσεως ἀπὸ FOB Πολωνικὸν λιμένα ἢ FOR Πολωνο – Τσεχοσλοβακικὰ σύνορα, περιλαμβανομένης καὶ τῆς μεταφορᾶς διὰ τὴν ἐπιστροφὴν τῶν ἐργαλείων ἀνεγέρσεως, μέχρι ἑλληνικοῦ λιμένος ἢ ἑλληνικῶν συνόρων ἔχει ὑπολογισθῇ κατ' ἐκτίμησιν εἰς τὸ ποσὸν τῶν $ Η.Π.Α. 300.000. Ἡ ὁριστικὴ δαπάνη θὰ καθορισθῇ συμφώνως πρὸς τὴν ἐν ἄρθρῳ 6 ἀναφερομένην διαδικασίαν.

στ) ΑΠΟΖΗΜΙΩΣΕΙΣ ΚΑΙ ΕΞΟΔΑ ΤΑΞΙΔΙΩΝ ΕΚ ΠΟΛΩΝΙΑΣ ΕΙΣ ΕΛΛΑΔΑ ΜΕΤ ΕΠΙΣΤΡΟΦΗΣ ΔΙΑ ΤΟ ΑΠΑΣΧΟΛΗΘΗΣΟΜΕΝΟΝ ΕΝ ΕΛΛΑΔΙ ΠΟΛΩΝΙΚΟΝ ΠΡΟΣΩΠΙΚΟΝ ΔΙΑ ΤΗΝ ΕΠΙΒΛΕΨΙΝ ΤΩΝ ΕΡΓΩΝ ΠΟΛΙΤΙΚΟΥ ΜΗΧΑΝΙΚΟΥ.

Συμφωνηθὲν κατ' ἀποκοπὴν τίμημα : $ Η.Π.Α. 18.600.

2. Σταθεραὶ τιμαί

Αἱ ἀνωτέρω τιμαὶ διὰ τὰ ΥΛΙΚΑ ΚΑΙ ΕΞΟΠΛΙΣΜΟΝ, τὰ ἀνταλλακτικά, ἐργαλεῖα ἀνεγέρσεως καὶ τὰς ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ παρασχεθησομένας ὑπηρεσίας, τὰ ἀναφερόμενα εἰς τὰς παραγράφους 1α, 1β, 1γ, 1δ καὶ 1στ τοῦ παρόντος ἄρθρου, παραμένουσι σταθεραὶ καθ' ὅλην τὴν διάρκειαν τῆς παρούσης Συμβάσεως καὶ εἰς οὐδεμίαν ὑπόκεινται μεταβολὴν ἢ ἀναθεώρησιν, ὑπὸ τὴν προϋπόθεσιν, ὅτι ἡ ἔκτασις τῶν παραδόσεων ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἀνταλλακτικῶν καὶ ὑπηρεσιῶν ἤθελον παραμείνει αἱ αὐταί, ὡς ἐπακριβῶς προβλέπονται ἐν τῇ παρούσῃ Συμβάσει.

3. Συνάλλαγμα.

Ἅπασαι αἱ τιμαὶ εἶναι ἐκπεφρασμέναι εἰς δολλάρια ΗΠΑ. Αἱ πληρωμαὶ θὰ ἐνεργηθῶσι συμφώνως πρὸς τοὺς ἰσχύοντας κανονισμοὺς πληρωμῶν μεταξὺ Ἑλλάδος–Πολωνίας, κατὰ τὸν χρόνον ἑκάστης πληρωμῆς, ἐξαιρέσει τῶν εἰς ἐλεύθερον συνάλλαγμα πληρωμῶν.

Ἄρθρον 21.

ΟΡΟΙ ΠΛΗΡΩΜΩΝ ΕΙΣ ΣΥΝΑΛΛΑΓΜΑ

Ὁ ΕΡΓΟΔΟΤΗΣ ἀναλαμβάνει τὴν ὑποχρέωσιν, ὅπως καταβάλῃ εἰς τὸν ΑΝΑΔΟΧΟΝ τὸ σύνολον τοῦ ἐν ἄρθρῳ 20, παράγραφος 1α, β, γ, δ καὶ στ, ἀναφερομένου τιμήματος ἐκ $. ΗΠΑ. 3.591.570 εἰς τὸν παρὰ τῇ NARODOWY BANK POLSKY, WARSZAWA, λογαριασμὸν αὐτοῦ, ὡς ἀκολούθως :

1. α) 50ο]ο τοῦ ἐν λόγῳ τιμήματος, ἤτοι $. 179.578,50, ὡς πρώτην προκαταβολήν, δι' ἐντολῆς πληρωμῆς εἰς ἐλεύθερα δολλάρια ΗΠΑ., ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως.

β) 50)ο τοῦ ἐν λόγῳ τιμήματος, ἤτοι $. 179.578,50, ὡς δευτέραν προκαταβολήν, δι' ἐντολῆς πληρωμῆς εἰς ἐλεύθερα δολλάρια ΗΠΑ., ἐντὸς 10 μηνῶν ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως.

Ὁ ΕΡΓΟΔΟΤΗΣ ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ παραδώσῃ, ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως, Ἐγγυητικὴν Ἐπιστολὴν τῆς Τραπέζης τῆς Ἑλλάδος ὑπὲρ τοῦ ΑΝΑΔΟΧΟΥ διὰ ποσὸν ἴσον πρὸς τὴν δευτέραν προκαταβολήν.

Ἡ Ἐγγυητικὴ αὕτη Ἐπιστολὴ θὰ λήγῃ μετὰ τὴν διενέργειαν τῆς πληρωμῆς τῆς δευτέρας προκαταβολῆς. Ἐναντι τῶν ἀνωτέρω δύο προκαταβολῶν ὁ ΑΝΑΔΟΧΟΣ ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ παραδώσῃ ἐν καιρῷ καὶ πρὸ τῆς πληρωμῆς τῆς πρώτης προκαταβολῆς, ἰσόποσον Ἐγγυητικὴν Ἐπιστολὴν εἰς ἐλεύθεοα δολλάρια, ἐκδόσεως τῆς NARODOWY BANK POLSKY, WARSZAWA, ὑπὲρ τοῦ ΕΡΓΟΔΟΤΟΥ.

Ἡ Ἐγγυητικὴ αὕτη Ἐπιστολὴ θὰ λήγῃ αὐτομάτως μετὰ τὴν παράδοσιν ΥΛΙΚΩΝ, ΕΞΟΠΛΙΣΜΟΥ καὶ ἀνταλλακτικῶν, ἀξίας ἴσης πρὸς τὸ 10ο)ο τοῦ ἀνωτέρω ἀναφερθέντος συνολικοῦ τιμήματος.

Κείμενα τῶν ἀνωτέρω Ἐγγυητικῶν Ἐπιστολῶν ἐπισυνάπτονται τῇ παρούσῃ Συμβάσει.

2. 90 % τοῦ ἐν λόγω τιμήματος, ἤτοι $ 3.232.413, MONNAIE DE COMPTE, ἀφορῶντα τὴν παράδοσιν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἀνταλλακτικῶν καὶ ἐργαλείων ἀνεγέρσεως καὶ παροχὴν ὑπηρεσιῶν, ὡς ἀκολούθως:

α) $ 3.072.713, MONNAIE DE COMPTE, ὑπόλοιπον τοῦ ἐν ἄοθρῳ 20, παραγο. 1α, ἀναφερομένου τιμήματος δι' ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΝ, περιλαμβανομένων ἀνταλλακτικῶν.

β) $ 126.500, MONNAIE DE COMPTE, 100 % τοῦ ἐν ἄρθρῳ 20, παραγρ. 1β, ἀναφερομένου τιμήματος διὰ μισθούς, ἡμερομίσθια καὶ λοιπὰ ἔξοδα ἀλλοδαποῦ προσωπικοῦ ἀνεγέρσεως, περιλαμβανομένων ἐργαλείων ἀνεγέρσεως.

γ) $ 4.600, MONNAIE DE COMPTE, 100 % τοῦ ἐν ἄρθρῳ 20, παραγρ. 1γ, ἀναφερομένου τιμήματος διὰ τὴν ἔναρξιν τῆς λειτουργίας, τὰς δοκιμὰς λειτουργίας καὶ τὴν τεχνικὴν διεύθυνσιν κατὰ τὴν πρώτην περίοδον λειτουργίας τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

δ) $ 10.000, MONNAIE DE COMPTE, 100 % τῆς ἐν ἄρθρῳ 20, παραγρ. 1δ, ἀναφερομένης ἀμοιβῆς διὰ τὴν μελέτην τῶν ἔργων Πολιτικοῦ Μηχανικοῦ.

ε) $ 18.600, MONNAIE DE COMPTE, 100 % τοῦ ἐν ἄρθρῳ 20, παραγρ. 1στ, ἀναφερομένου τιμήματος δι' ἀποζημίωσιν καὶ ἔξοδα ταξιδίων ἐκ Πολωνίας εἰς Ἑλλάδα μετ' ἐπιστροφῆς τοῦ ἀπασχοληθησομένου ἐν Ἑλλάδι Πολωνικοῦ προσωπικοῦ διὰ τὴν ἐπίβλεψιν τῶν ἔργων Πολιτικοῦ Μηχανικοῦ.

Α) $ 3.072.713, MONNAIE DE COMPTE, συμφώνως πρὸς τὸ ἐδάφιον (α) δι' ἀνοίγματος τῶν ἀκολούθων πιστώσεων:

1. Πίστωσις διὰ $ 1.026.204, MONNAIE DE COMPTE, ἀνέκκλητος καὶ διαιοετὴ παρὰ τῇ NARODOWY BANK POLSKY, WARSZAWA, διὰ λογαριασμὸν τοῦ ΑΝΑΔΟΧΟΥ, ἰσχύος 15 μηνῶν ἀπὸ τοῦ ἀνοίγματος. Ἡ πίστωσις αὕτη θὰ ἀνοιγῇ ἐντὸς 16 μηνῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

2. Πίστωσις διὰ $ 1.026.204, MONNAIE DE COMPTE, ἀνέκκλητος καὶ διαιρετὴ παοὰ τῇ NARODOWY BANK POLSKY, WARSZAWA, διὰ λογαριασμὸν τοῦ ΑΝΑΔΟΧΟΥ, ἰσχύος 12 μηνῶν ἀπὸ τοῦ ἀνοίγματος. Ἡ πίστωσις αὕτη θὰ ἀνοιγῇ ἐντὸς 22 μηνῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

3. Πίστωσις διὰ $ 1.020.305, MONNAIE DE COMPTE, ἀνέκκλητος καὶ διαιρετὴ παρὰ τῇ NARODOWY BANK POLSKY, WARSZAWA, διὰ λογαριασμὸν τοῦ ΑΝΑΔΟΧΟΥ, ἰσχύος 6 μηνῶν ἀπὸ τοῦ ἀνοίγματος. Ἡ πίστωσις αὕτη θὰ ἀνοιγῇ ἐντὸς 30 μηνῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

Ὁ ΑΝΑΔΟΧΟΣ δύναται νὰ χρησιμοποιήσῃ τὰς ἀνωτέρω ὑπ' ἀριθ. 1 ἕως 3 πιστώσεις ἐπὶ τῇ καταθέσει παρὰ τῇ NARODOWY BANK POLSKY, WARSZAWA, πλήρους σειρᾶς φορτωτικῶν ἐγγράφων, ὑπισθογραφημένων ἐν λευκῷ ἢ διπλοτύπου φορτωτικῆς σιδηροδρόμου ἢ ἀποδείξεως παραλαβῆς τοῦ Πράκτορος μεταφορῶν μετὰ τιμολογίου ἐξωφλημένου ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ εἰς τριπλοῦν, ἐμφαίνοντος ἐν λεπτομερείᾳ τὰ ἀποστελλόμενα ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΝ, ἀνταλλακτικὰ καὶ ἐργαλεῖα ἀνεγέρσεως, τὸ βάρος καὶ τὴν ἀξίαν αὐτῶν, ὡς ταῦτα, ἐξαιρέσει τοῦ βάρους αὐτῶν, καθορίζονται εἰς τὸν πίνακα τιμῶν μονάδος, ὅστις θὰ παραδοθῇ ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ εἰς τὸν ΕΡΓΟΔΟΤΗΝ εἰς τριπλοῦν ἐντὸς ἑνὸς μηνὸς ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως. Διὰ τῶν ἀνωτέρω δικαιολογητικῶν ἐγγράφων δέον νὰ ἀποδεικνύεται ἡ παράδοσις τῶν ἀποστελλομένων ΥΛΙΚΩΝ, ΕΞΟΠΛΙΣΜΟΥ, ἀνταλλακτικῶν καὶ ἐργαλείων ἀνεγέρσεως FOB Πολωνικὸν λιμένα ἢ FOR Πολωνο-Τσεχοσλοβακικὰ σύνορα. Ἡ NARODOWY BANK POLSKY, WARSZAWA, θὰ ἀποστέλλῃ εἰς τὴν Τράπεζαν τῆς Ἑλλάδος διὰ λογαριασμὸν τοῦ ΕΡΓΟΔΟΤΟΥ τὰ εἰς αὐτὴν ὡς ἀνωτέρω κατατεθέντα ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ἔγγραφα, μετὰ βεβαιώσεως ἐκδεδομένης ὑπ' αὐτῆς, ὅτι αἱ ἐν τῷ τιμολογίῳ ἀναφερόμεναι τιμαὶ καὶ εἶδος ἀνταποκρίνονται εἰς τὸν ἀνωτέρω πίνακα τιμῶν μονάδος. Τὸ ποσὸν τῆς ὑπ' ἀριθ. 1 πιστώσεως θὰ καταβληθῇ εἰς τὸν ΑΝΑΔΟΧΟΝ ὑπὸ τῆς NARODOWY BANK POLSKY, WARSZAWA, μετὰ τὴν ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ παοάδοσιν εἰς αὐτὴν δικαιολογητικῶν ἐγγράφων, ἀποδεικνυόντων τὴν παοάδοσιν FOB Πολωνικὸν λιμένα ἢ FOR Πολωνο – Τσεχοσλοβακικὰ σύνορα ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ καὶ ἀνταλλακτικῶν, προοριζομένων διὰ τὸ Ἐργοστάσιον Σερῶν, συνολικῆς ἀξίας $ 359.157, ἥτις θὰ ἔχῃ ἤδη καταβληθῇ διὰ τῶν ἐν παοαγρ. 1 τοῦ παρόντος ἄρθρου ποοκαταβολῶν ἐκ $ 179. 578,50 ἑκάστης.

Ὁ Πράκτωρ μεταφορῶν δέον νὰ παοαλαμβάνῃ ἅπαντα τὰ φορτία FOB Πολωνικὸν λιμένα ἢ FOR Πολωνο – Τσεχοσλοβακικὰ σύνορα, καταλλήλως συσκευασμένα, ἄνευ καθυστερήσεως εὐθὺς ὡς εἰδοποιηθῇ ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ, ὑποχρεούμενος ὅπως παραδίδῃ εἰς τὸν ΑΝΑΔΟΧΟΝ τὰ ἀντίστοιχα πιστοποιητικὰ παοαλαβῆς.

Ἐὰν ὁ Πράκτωρ μεταφορῶν μετὰ παρέλευσιν 10 ἡμερῶν ἀπὸ τῆς ὁρισθείσης ἡμερομηνίας παοαλείψῃ νὰ προβῇ εἰς τὴν παραλαβήν, τὰ ἀντίστοιχα ΥΛΙΚΑ, ΕΞΟΠΛΙΣΜΟΣ καὶ ἀνταλλακτικά, ὡς καὶ τὰ ἐκμισθωθέντα ἐονταλεῖα ἀνεγέρσεως θὰ τοποθετοῦνται, δαπάναις τοῦ ΕΡΓΟΔΟΤΟΥ, εἰς μίαν ἀποθήκην. Ἐν τῇ περιπτώσει ταύτῃ ἡ ἀπόδειξις FOB ἢ FOR τοῦ Πράκτορος μεταφορῶν θὰ ἀντικαθίσταται δι' ἀποδείξεως ἀποθήκης, ἥτις θὰ παοαδίδεται εἰς τὴν NARODOWY BANK POLSKY, WARSZAWA, ἀντὶ τῆς ἀποδείξεως FOB ἢ FOR τοῦ Πράκτοοος μεταφορῶν.

Β) $ 126.500, MONNAIE DE COMPTE, συμφώνως πρὸς τὸ ἐδάφιον (β) τοῦ παρόντος ἄρθρου δι' ἀνοίγματος τῶν ἀκολούθων πιστώσεων :

1. Πίστωσις διὰ $ 63.250, MONNAIE DE COMPTE, ἀνέκκλητος καὶ διαιοετὴ παρὰ τῇ NARODOWY BANK POLSKY, WARSZAWA, διὰ λογαριασμὸν τοῦ ΑΝΑΔΟΧΟΥ, ἰσχύος 15 μηνῶν ἀπὸ τοῦ ἀνοίγματος. Ἡ πίστωσις αὕτη θὰ ἀνοιγῇ ἐντὸς 18 μηνῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

2. Πίστωσις διὰ $ 63.250, MONNAIE DE COMPTE, ἀνέκκλητος καὶ διαιοετὴ παρὰ τῇ NARODOWY BANK POLSKY, WARSZAWA, διὰ λογαριασμὸν τοῦ ΑΝΑΔΟΧΟΥ, ἰσχύος 12 μηνῶν ἀπὸ τοῦ ἀνοίγματος. Ἡ πίστωσις αὕτη θὰ ἀνοιγῇ ἐντὸς 30 μηνῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

Ὁ ΑΝΑΔΟΧΟΣ θὰ κάμῃ χρῆσιν τῶν ἀνωτέρω πιστώσεων ἔναντι τιμολογίων ἐξωφλημένων ὑπ' αὐτοῦ καὶ θεωρημένων ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ διὰ τό καλῶς ἔχειν, ὡς ἀκολούθως :

Π ί σ τ ω σ ι ς ὑ π ' ἀ ρ ι θ. 1 : Αὕτη θέλει ἀναληφθῇ ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ εἰς τέσσαρας (4) τριμηνιαίας δό-

σεις, τῆς πρώτης ἀναληφθησομένης τὸν 19ον μῆνα ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως, τῆς δευτέρας τὸν 22ον μῆνα, τῆς τρίτης τὸν 25ον μῆνα καὶ τῆς τετάρτης τὴν 28ον μῆνα.

Πίστωσις ὑπ' ἀριθ. 2 : Αὕτη θέλει ἀναληφθῆ ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ εἰς τέσσαρας (4) τριμηνιαίας δόσεις, τῆς πρώτης ἀναληφθησομένης τὸν 31ον μῆνα ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως, τῆς δευτέρας τὸν 34ον μῆνα, τῆς τρίτης τὸν 37ον μῆνα καὶ τῆς τετάρτης τὸν 40ὸν μῆνα.

Ὁ ΕΡΓΟΔΟΤΗΣ δέον, ὅπως προβαίνῃ εἰς θεώρησιν τῶν ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ἐκδιδομένων τιμολογίων ἐντὸς 7 ἡμερῶν ἀπὸ τῆς εἰς αὐτὸν ἐγγράφου κοινοποιήσεως.

Γ) $. 4.600, MONNAIE DE COMPTE, συμφώνως πρὸς τὸ ἐδάφιον (γ) τοῦ παρόντος ἄρθρου, δι' ἀνοιγησομένης ἰσοπόσου πιστώσεως παρὰ τῇ NARODOWY BANK POLSKY, WARSZAWA, ὑπὲρ τοῦ ΑΝΑΔΟΧΟΥ. Ὁ ΕΡΓΟΔΟΤΗΣ ἀναλαμβάνει τὴν ὑποχρέωσιν, ὅπως ἀνοίξῃ τὴν ἐν λόγῳ πίστωσιν ἐντὸς 34 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως.

Ἡ ἀνωτέρω ἀναφερομένη πίστωσις δέον νὰ εἶναι ἀνέκκλητος, διαιρετή, ἰσχύος 7 μηνῶν ἀπὸ τῆς ἡμερομηνίας τοῦ ἀνοίγματος.

Ὁ ΑΝΑΔΟΧΟΣ θὰ προβῇ εἰς τμηματικὴν ἀνάληψιν τῆς ἐν λόγῳ πιστώσεως εἰς τρεῖς δόσεις ἐκ $ 1533,33 ἑκάστης, ἔναντι τιμολογίων ἐξωφλημένων ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ καὶ θεωρημένων διὰ τὸ καλῶς ἔχειν ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ. Ὁ ΕΡΓΟΔΟΤΗΣ δέον ὅπως προβαίνῃ εἰς τὴν θεώρησιν τῶν ἐν λόγῳ τιμολογίων ἐντὸς 7 ἡμερῶν ἀπὸ τῆς ἐγγράφου κοινοποιήσεως.

Ἡ πρώτη ἐκ τῶν ἀνωτέρω δόσεων θέλει καταβληθῆ εἰς 35 μῆνας, ἡ δευτέρα εἰς 39 μῆνας καὶ ἡ τρίτη εἰς 41 μῆνας ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως.

Δ) $. 10.000, MONNAIE DE COMPTE, συμφώνως πρὸς τὸ ἐδάφιον (δ), δι'ἀνοιγησομένης πιστώσεως ὑπὲρ τοῦ ΑΝΑΔΟΧΟΥ παρὰ τῇ NARODOWY BANK POLSKY, WARSZAWA. Ὁ ΕΡΓΟΔΟΤΗΣ ἀναλαμβάνει τὴν ὑποχρέωσιν, ὅπως ἀνοίξῃ τὴν ἐν λόγῳ πίστωσιν ἐντὸς 60 ἡμερῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως.

Ἡ ἀνωτέρω ἀναφερομένη πίστωσις δέον νὰ εἶναι ἀνέκκλητος, διαιρετή, ἰσχύος 41 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως τῆς ἰσχύος τῆς Συμβάσεως. Ὁ ΑΝΑΔΟΧΟΣ θὰ προβῇ εἰς τμηματικὴν ἀνάληψιν τῆς ἐν λόγῳ πιστώσεως εἰς 5 δόσεις, ἑκάστης ἐκ $. 2.000, ἔναντι τιμολογίων ἐξωφλημένων ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ καὶ θεωρημένων διὰ τὸ καλῶς ἔχειν ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ.

Ὁ ΕΡΓΟΔΟΤΗΣ δέον ὅπως προβῇ εἰς τὴν θεώρησιν τῶν ἐν λόγῳ τιμολογίων ἐντὸς 7 ἡμερῶν ἀπὸ τῆς ἐγγράφου κοινοποιήσεως. Ἡ πρώτη ἐκ τῶν ἀνωτέρω δόσεων θέλει καταβληθῆ εἰς 5 μῆνας, ἡ δευτέρα εἰς 13 μῆνας, ἡ τρίτη εἰς 20 μῆνας, ἡ τετάρτη εἰς 30 μῆνας καὶ ἡ πέμπτη εἰς 40 μῆνας ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως.

Ε) $ 18.600, MONNAIE DE COMPTE, συμφώνως πρὸς τὸ ἐδάφιον (ε) τοῦ παρόντος ἄρθρου, δι' ἀνοιγησομένης ἰσοπόσου πιστώσεως παρὰ τῇ NARODOWY BANK POLSKY, WARSZAWA, ὑπὲρ τοῦ ΑΝΑΔΟΧΟΥ. Ὁ ΕΡΓΟΔΟΤΗΣ ἀναλαμβάνει τὴν ὑποχρέωσιν, ὅπως ἀνοίξῃ τὴν ἐν λόγῳ πίστωσιν ἐντὸς 12 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως. Ἡ ἀνωτέρω ἀναφερομένη πίστωσις δέον νὰ εἶναι ἀνέκκλητος, διαιρετή, ἰσχύος 28 μηνῶν ἀπὸ τῆς ἡμερομηνίας τοῦ ἀνοίγματος.

Ὁ ΑΝΑΔΟΧΟΣ θὰ προβῇ εἰς τμηματικὴν ἀνάληψιν τῆς ἐν λόγῳ πιστώσεως εἰς τρεῖς (3) δόσεις, ἐκ $ 6.200 ἑκάστης, ἔναντι τιμολογίων ἐξωφλημένων ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ καὶ θεωρημένων διὰ τὸ καλῶς ἔχειν ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ. Ὁ ΕΡΓΟΔΟΤΗΣ δέον ὅπως προβαίνῃ εἰς τὴν θεώρησιν τῶν ἐν λόγῳ τιμολογίων ἐντὸς 7 ἡμερῶν ἀπὸ τῆς ἐγγράφου κοινοποιήσεως.

Ἡ πρώτη ἐκ τῶν ἀνωτέρω δόσεων θέλει καταβληθῆ εἰς 12 μῆνας, ἡ δευτέρα εἰς 24 μῆνας καὶ ἡ τρίτη εἰς 36 μῆνας ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως.

3. Ἡ NARODOWY BANK POLSKY, WARSZAWA, μεθ' ἑκάστην ἐνεργουμένην πρὸς τὸν ΑΝΑΔΟΧΟΝ πληρωμὴν ἐκ τῶν ὑπὸ στοιχεῖα Β, Γ, Δ καὶ Ε τῆς παραγράφου 2 τοῦ παρόντος ἄρθρου πιστώσεων θὰ διαβιβάζῃ ἀνελλειπῶς καὶ ἄνευ καθυστερήσεως εἰς τὴν Τράπεζαν τῆς Ἑλλάδος τὰ διὰ τὴν ἐκτέλεσιν τῶν ἐν λόγῳ πιστώσεων προβλεπόμενα δικαιολογητικὰ πληρωμῶν.

4. Ὁ ΕΡΓΟΔΟΤΗΣ ἀναλαμβάνει τὴν ὑποχρέωσιν, ὅπως ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως παραδώσῃ Ἐγγυητικὴν Ἐπιστολὴν τῆς Τραπέζης τῆς Ἑλλάδος ὑπὲρ τοῦ ΑΝΑΔΟΧΟΥ, ἐγγυωμένης τὸ ἐμπρόθεσμον ἄνοιγμα τῶν ἐν παραγράφῳ 2, ὑπὸ στοιχεῖα Α, Β, Γ, Δ, Ε, ἀναφερομένων πιστώσεων. Ἡ ἐγγύησις αὕτη θὰ λήγῃ εὐθὺς μετὰ τὸ ἄνοιγμα τῶν σχετικῶν πιστώσεων. Τὸ κείμενον τῆς ἐν λόγῳ Ἐγγυητικῆς Ἐπιστολῆς ἐπισυνάπτεται εἰς τὴν παροῦσαν Σύμβασιν.

5. Ὁ ΕΡΓΟΔΟΤΗΣ ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ καταβάλῃ τὰς ἐν ἄρθρῳ 20, παράγραφος 1ε, ἀναφερομένας δαπάνας ἀπ' εὐθείας εἰς τὸν Πράκτορα μεταφορῶν, συμφώνως πρὸς τοὺς ὅρους καὶ εἰς τὸ νόμισμα τὸ προβλεπόμενον εἰς τὴν συναφθησομένην μετὰ τοῦ ἐκλεγέντος Πράκτορος μεταφορῶν σύμβασιν, ἅμα τῇ παραλαβῇ τῶν τιμολογίων τούτου, θεωρημένων ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ.

6. Ἅπαντα τὰ ἔξοδα Τραπέζης, τὰ συνδεόμενα μὲ τὸ ἔμβασμα καὶ τὸ ἄνοιγμα τῶν πιστώσεων θὰ βαρύνουν ἀποκλειστικῶς τὸν ΕΡΓΟΔΟΤΗΝ.

Ἄρθρον 22.

ΑΓΟΡΑ ΚΑΠΝΩΝ ΚΑΙ ΛΟΙΠΩΝ ΕΛΛΗΝΙΚΩΝ ΠΡΟΙΟΝΤΩΝ

Ὁ ΑΝΑΔΟΧΟΣ ἀναλαμβάνει τὴν ὑποχρέωσιν, ὅπως διὰ τῶν ἁρμοδίων Πολωνικῶν ἐμπορικῶν ὀργανώσεων προμηθευθῇ ἐξ Ἑλλάδος Ἑλληνικὰ προϊόντα ἀξίας $ 3.232.413, ἤτοι ἀξίας ἴσης πρὸς τὸ 90ο]ο τοῦ εἰς συνάλλαγμα συμφωνηθέντος τιμήματος τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἀνταλλακτικῶν, ἐργαλείων ἀνεγέρσεως καὶ ὑπηρεσιῶν διὰ τὴν ἀνέγερσιν τοῦ ἐν τῇ περιοχῇ Σερρῶν Ἐργοστασίου Σακχάρεως, ὡς ἀκολούθως :

α) Καπνά, συμφώνως πρὸς τοὺς ὅρους τοὺς ἀναφερομένους ἐν Παραρτήματι Ι τῆς παρούσης Συμβάσεως, συνολικῆς ἀξίας ἐκ $ 2.154.942, MONNAIE DE COMPTE, μέχρι τῆς 31ης Δεκεμβρίου 1960.

Εἰδικῶς συμφωνεῖται, ὅτι ἡ παροῦσα Σύμβασις διὰ τὴν ἀνέγερσιν τοῦ ἐν τῇ περιοχῇ Σερρῶν Ἐργοστασίου Σακχάρεως τελεῖ ὑπὸ τὴν διαλυτικὴν αἵρεσιν τῆς ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ἐμπροθέσμου καὶ συμφώνως πρὸς τοὺς ἐν Παραρτήματι Ι ἀναφερομένους ὅρους ἀγορᾶς τῶν ὡς ἄνω καπνῶν ἑλληνικῆς παραγωγῆς καὶ προελεύσεως. Ἔξοδος τῆς αἱρέσεως ἐπέρχεται μόνον ἐφ' ὅσον ἡ ματαίωσις τῆς ἀγορᾶς τῶν καπνῶν ἐπέλθῃ ὑπαιτιότητι τοῦ ΑΝΑΔΟΧΟΥ.

Εἰς περίπτωσιν ἐξόδου τῆς διαλυτικῆς αἱρέσεως, ὑπαιτιότητι τοῦ ΑΝΑΔΟΧΟΥ καὶ ἀνατροπῆς τῆς παρούσης Συμβάσεως, ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, τὸ μὲν ὅπως ἐπιστρέψῃ πᾶν ποσὸν ὅπερ εἰσέπραξε ἐκ τῶν ἐν ἄρθρῳ 21 ἀνοιγεισῶν πιστώσεων, τὸ δὲ ὅπως καταβάλῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ λόγῳ ποινικῆς ρήτρας ποσὸν εἰς ἐλεύθερα δολλάρια ὁρισθησόμενον ὑπὸ τοῦ ἐν ἄρθρῳ 34 τῆς παρούσης Συμβάσεως Διαιτητικοῦ Δικαστηρίου, μὴ δυνάμενον νὰ ὑπερβαίνῃ τὰ 50.000 δολλάρια Η.Π.Α.

β) Ἄλλα Ἑλληνικὰ Προϊόντα ἐκτὸς καπνοῦ. Συμφώνως πρὸς τοὺς ὅρους τῆς ὑπαρχούσης μεταξὺ Ἑλλάδος καὶ Πολωνίας ἐμπορικῆς συμβάσεως, συνολικῆς ἀξίας ἐκ $ 1.077.471, MONNAIE DE COMPTE.

Ἄρθρον 23.

ΔΑΠΑΝΑΙ ΕΙΣ ΔΡΑΧΜΑΣ

1. Αἱ εἰς δραχμὰς δαπάναι βαρύνουν τὸν ΕΡΓΟΔΟΤΗΝ καὶ ἀναφέρονται εἰς τὰ κάτωθι :

α) Δαπάναι εἰς δραχμὰς διὰ τὴν μεταφορὰν τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἀνταλλακτικῶν, ἐργαλείων ἀνεγέρσεως, σιδηρῶν κατασκευῶν καὶ ἄλλων ἐφοδίων, κλπ. εἰσαχθησομένων ἢ κατασκευασθησομένων ἐν Ἑλλάδι.

β) Ἡμερομίσθια, μισθοί, κοινωνικαὶ ἀσφαλίσεις, κλπ. τοῦ Ἑλληνικοῦ ἐργατοτεχνικοῦ εἰδικευμένου καὶ μὴ προσωπικοῦ, ὡς καὶ προσωπικοῦ ἄλλων κατηγοριῶν, τὸ ὁποῖον θὰ προσλάβῃ ὁ ΑΝΑΔΟΧΟΣ ἐν Ἑλλάδι, διὰ λογαριασμὸν τοῦ ΕΡΓΟΔΟΤΟΥ, διὰ τὴν ἐγκατάστασιν τοῦ ἐξοπλισμοῦ τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, συμφώνως πρὸς τὸ ἄρθρον 7, παράγραφος 3 τῆς παρούσης Συμβάσεως καὶ διὰ τὴν ἐπίβλεψιν τῶν ἔργων πολιτικοῦ μηχανικοῦ, συμφώνως πρὸς τὸ ἄρθρον 5, παραγρ. 3 τῆς παρούσης Συμβάσεως.

γ) Πληρωμαὶ πρὸς Ἕλληνας ὑπεργολάβους. Ἐφ' ὅλων τῶν ἐνεργουμένων πληρωμῶν πρὸς Ἕλληνας ὑπεργολάβους θὰ ἐνεργῆται κράτησις ἐκ 10 ο]ο ἐπὶ τῆς συμβατικῆς ἀξίας τῶν ἔργων ὡς ἐγγύησις διὰ τὴν καλὴν ἐκτέλεσιν αὐτῶν καὶ τὴν ἐκπλήρωσιν ἐκ μέρους τῶν ὑπεργολάβων τῶν συμβατικῶν των ὑποχρεώσεων .

Αἱ ἀνωτέρω ἐγγυήσεις, ἐν περιπτώσει καταπτώσεως, θὰ περιέρχωνται εἰς τὸν ΕΡΓΟΔΟΤΗΝ, ἄλλως ἀποδίδονται εἰς τοὺς δικαιούχους ὑπεργολάβους μετὰ τὴν ὁριστικὴν παραλαβὴν τῶν ὑπ' αὐτῶν ἐκτελεσθέντων ἔργων.

δ) Δαπάναι ὑλικῶν, ἅτινα θὰ ἀγορασθῶσι ἐν Ἑλλάδι διὰ τὴν κατασκευὴν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, ἐφ' ὅσον αἱ τοιαῦται δαπάναι δὲν ἔχουν συμπεριληφθῆ εἰς τὸ εἰς συνάλλαγμα τίμημα διὰ τὰ ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΝ.

ε) Δαπάναι διὰ χρωματισμούς, συμπεριλαμβανομένων τῶν ὑλικῶν.

στ) Ἀμοιβαὶ διὰ τὴν μελέτην τῶν ἔργων Πολιτικοῦ Μηχανικοῦ εἰς ἃς περιλαμβάνονται αἱ δαπάναι τοῦ ΑΝΑΔΟΧΟΥ δι' ἔξοδα διαβιώσεως τοῦ Πολωνικοῦ προσωπικοῦ, διὰ μισθοὺς καὶ ἡμερομίσθια τοῦ Ἑλληνικοῦ προσωπικοῦ, δι' ἀμοιβὰς Τεχνικῶν Γραφείων μελετῶν, δι' ἔξοδα ταξειδίων καὶ ἅπαντα τὰ γενικὰ ἔξοδα γραφείων τὰ ἀπαιτούμενα διὰ τὴν ἐκπόνησιν τῆς μελέτης τῶν ἔργων Πολιτικοῦ Μηχανικοῦ. Τὸ συμφωνηθὲν κατ' ἀποκοπὴν τίμημα ἀνέρχεται εἰς Δρχμ. 1.530.000.

Ἡ πληρωμὴ τοῦ ἀνωτέρω κατ' ἀποκοπὴν τιμήματος θέλει ἐνεργηθῆ ὡς ἀκολούθως :

30% ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως.

40% μετὰ τὴν ἀποπεράτωσιν τῶν στατικῶν ὑπολογισμῶν, σχεδίων καὶ προδιαγραφῶν, καὶ

30% μετὰ τὴν ἀποπεράτωσιν τῶν λεπτομερῶν σχεδίων καὶ προδιαγραφῶν τῶν ἔργων Πολιτικοῦ Μηχανικοῦ.

ζ) Τὰ ἐπιδόματα διαβιώσεως τοῦ Πολωνικοῦ προσωπικοῦ τοῦ ΑΝΑΔΟΧΟΥ τοῦ ἀπασχολουμένου ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ἐν Ἑλλάδι διὰ τὴν ἀνέγερσιν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ καὶ τὴν τεχνικὴν αὐτοῦ διεύθυνσιν κατὰ τὴν πρώτην περίοδον λειτουργίας. Τὸ συμφωνηθὲν κατ' ἀποκοπὴν τίμημα ἀνέρχεται συνολικῶς εἰς Δραχὰς 2.075.000.

Εἰς περίπτωσιν καθ' ἣν τὸ Πολωνικὸν προσωπικὸν λειτουργίας τοῦ ΑΝΑΔΟΧΟΥ διὰ τὴν τεχνικὴν διεύθυνσιν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ θέλει παραμείνει ἐν Ἑλλάδι περισσότερον τῶν 30 ἡμερῶν, συμφώνως πρὸς τὸ ἄρθρον 13 τῆς παρούσης Συμβάσεως, πρόσθετον ποσὸν Δραχμῶν ἐξ 150.000 θέλει καταβληθῆ δι' ἕκαστον ἐπὶ πλέον μῆνα παραμονῆς τοῦ Πολωνικοῦ προσωπικοῦ ἐν Ἑλλάδι. Ἡ πληρωμὴ τοῦ ἀνωτέρω συνολικοῦ κατ' ἀποκοπὴν τιμήματος θὰ ἐνεργῆται ὡς ἀκολούθως : εἰς 11 διμηνιαίας ἴσας δόσεις τῆς πρώτης δόσεως καταβληθησομένης μετὰ 22 μῆνας ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

η) Τὰ ἔξοδα διαβιώσεως τοῦ Πολωνικοῦ προσωπικοῦ τοῦ ΑΝΑΔΟΧΟΥ, τοῦ προσληφθησομένου διὰ τὴν δημοπράτησιν, ἀνάθεσιν εἰς Ἕλληνας ὑπεργολάβους, ἐπίβλεψιν, πιστοποίησιν καὶ παραλαβὴν τῶν ἔργων Πολιτ. Μηχανικοῦ. Τὸ συμφωνηθὲν συνολικὸν κατ' ἀποκοπὴν τίμημα ἀνέρχεται εἰς δραχμὰς 1.212.500.

Ἡ πληρωμὴ τοῦ ἀνωτέρω συνολικοῦ κατ' ἀποκοπὴν τιμήματος θὰ ἐνεργῆται ὡς ἀκολούθως :

10 %, ἐντὸς 6 μηνῶν ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως.

90 %, εἰς 14 διμηνιαίας ἴσας δόσεις, τῆς πρώτης δόσεως καταβληθησομένης μετὰ 12 μῆνας ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

θ) Ἐφ' ὅσον ἤθελε μεταβληθῆ ὁ γενικὸς τιμάριθμος κόστους ζωῆς, ὁ ἐκδιδόμενος ὑπὸ τῆς Τραπέζης τῆς Ἑλλάδος, οὐχὶ ὀλιγώτερον τοῦ 5 %, τὰ εἰς τὰς ἀνωτέρω παραγράφους 1ζ καὶ 1η διδόμενα ποσὰ εἰς δραχμὰς δι' ἐπιδόματα διαβιώσεως θὰ ὑπόκεινται εἰς ἀνάλογον ἀνπροσαρμογήν.

ι) Δαπάναι διὰ τὴν ἐπίπλωσιν τῶν γραφείων τοῦ ΑΝΑΔΟΧΟΥ ἐν Ἀθήναις, ὡς καὶ τῶν ἐν τῷ ΕΡΓΟΣΤΑΣΙΩ γραφείων καὶ ἐστιατορίου. Ἡ ἐπίπλωσις θὰ περιλάβῃ γραφομηχανάς, φωτοτυπικὰς καὶ ὑπολογιστικὰς μηχανὰς ὡς καὶ ἐξοπλισμὸν γραφείου σχεδιάσεως κ.λ.π.

κ) Δαπάναι τῶν ἐν Ἑλλάδι γραφείων τοῦ ΑΝΑΔΟΧΟΥ δι' ἐνοίκιον, θέρμανσιν, φωτισμόν, καθαριότητα, ὕδρευσιν, τηλεφωνικὰς ἐγκαταστάσεις, τηλεφωνικὰ τέλη, τηλεγραφήματα, γραφικὴν ὕλην, κ.λ.π., ἀναλόγως τῶν ἀναγκῶν τοῦ Ἔργου. Οἱ συμβαλλόμενοι δύνανται νὰ καθορίσουν ποσὸν κατ' ἀποκοπὴν δι' ὡρισμένας τῶν δαπανῶν τούτων ἐπὶ ἀποδόσει λογαριασμοῦ. Ὑπέρβασις τοῦ ποσοῦ τούτου θὰ ἐπιτρέπεται κατόπιν προηγουμένης ἐγκρίσεως τοῦ ΕΡΓΟΔΟΤΟΥ.

λ) Δαπάναι διὰ πᾶσαν μεταφορὰν τοῦ προσωπικοῦ καὶ τοῦ ἐξοπλισμοῦ ἐντὸς τῆς Ἑλλάδος. Οἱ συμβαλλόμενοι θὰ προέλθωσιν εἰς συμφωνίαν διὰ τὴν διάθεσιν ὀχημάτων εἰς τὸν ΑΝΑΔΟΧΟΝ.

μ) Ἅπασαι αἱ εἰς δραχμὰς δαπάναι ἀσφαλίσεως θὰ βαρύνουν τὸν ΕΡΓΟΔΟΤΗΝ, συμφώνως πρὸς τοὺς ὅρους τοῦ ἄρθρου 26 τῆς παρούσης Συμβάσεως.

ν) Δαπάναι εἰς δραχμὰς διὰ τὴν συντήρησιν τοῦ ἐξοπλισμοῦ καὶ τῶν ἀποπερατωθεισῶν μονάδων τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

ξ) Δαπάναι διὰ τὴν ἀπομάκρυνσιν ἀχρήστων ὑλικῶν ἐκ τῆς τοποθεσίας ἀνεγέρσεως.

ο) Οἱαδήποτε ἄλλη δαπάνη ἐν γένει εἰς δραχμάς, ἀφορῶσα προμηθείας καὶ ὑπηρεσίας, αἵτινες δὲν περιλαμβάνονται εἰς τὰς συμπεφωνημένας εἰς συνάλλαγμα ἢ εἰς δραχμὰς δαπάνας καὶ αἵτινες εἶναι ἀναγκαῖαι διὰ τὴν ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ἐκτέλεσιν τοῦ ἔργου, συμφώνως τῇ παρούσῃ Συμβάσει. Αἱ ἐν λόγῳ μὴ εἰδικῶς καθοριζόμεναι δαπάναι θὰ ἐγκρίνωνται ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ.

Τὰ εἰς τὰς ἀνωτέρω παραγράφους 1ζ καὶ 1η καθοριζόμενα ἐπιδόματα διαβιώσεως δὲν περιλαμβάνουν τὰς δαπάνας στεγάσεως τοῦ ἀλλοδαποῦ προσωπικοῦ τοῦ ἀσχολουμένου ἐπὶ τόπου τῶν ἔργων μὲ τὴν ἀνέγερσιν , τήν ἐπίβλεψιν τῶν ἔργων Πολιτ. Μηχανικοῦ καὶ τὴν τεχνικὴν διεύθυνσιν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ. Αἱ δαπάναι αὗται βαρύνουν τὸν ΕΡΓΟΔΟΤΗΝ καὶ θὰ καταβάλλωνται ἐκ τοῦ εἰς δραχμὰς λογαριασμοῦ τοῦ ΑΝΑΔΟΧΟΥ, τοῦ ἀναφερομένου εἰς τὴν παραγρ. 8 τοῦ παρόντος ἄρθρου.

Ἡ δαπάνη στεγάσεως τοῦ ἀλλαδαποῦ προσωπικοῦ τοῦ ΑΝΑΔΟΧΟΥ, τοῦ ἐγκατεστημένου ἢ διαμένοντος ἐν Ἀθήναις, ὡς καὶ τοῦ ἀποσχολουμένου ἐν Ἀθήναις καὶ ἐπὶ τόπου τῶν ἔργων διὰ τὴν μελέτην τῶν ἔργων Πολιτ. Μηχανικοῦ, περιλαμβάνεται εἰς τὴν ἐν παραγρ. 1στ τοῦ παρόντος ἄρθρου καθοριζομένην ἀμοιβὴν καὶ βαρύνει τὸν ΑΝΑΔΟΧΟΝ.

2. Πᾶσα δαπάνη πραγματοποιουμένη εἰς δραχμὰς ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ καὶ ἀφορῶσα εἰς τὴν προμήθειαν ὑλικῶν ἢ εἰς τὴν ἐκτέλεσιν τεχνικῶν ἐν γένει ἔργων διὰ τὴν ἐγκατάστασιν καὶ ἀρχικὴν λειτουργίαν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, ὑπόκειται, πρὸ πάσης ἀναλήψεως οἱασδήποτε ὑποχρεώσεως ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ, εἰς τὴν ἔγκρισιν τοῦ ΕΡΓΟΔΟΤΟΥ.

ἐκτὸς τῶν ἐν παραγράφοις 1στ, 1ζ καὶ 1η τοῦ παρόντος ἄρθρου ἀναφερομένων δαπανῶν.

3. Εἰς τὴν αὐτὴν προηγουμένην ἔγκρισιν τῶν εἰς δραχμὰς δαπανῶν ὑπόκειται καὶ ἡ ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ μίσθωσις ὑπηρεσιῶν Ἑλληνικοῦ ἐργατοτεχνικοῦ προσωπικοῦ τοῦ προσληφθησομένου διὰ τὴν ἐγκατάστασιν τοῦ ἐξοπλισμοῦ τοῦ ΕΡΓΟΣΤΑΣΙΟΥ καὶ τῶν δαπανῶν εἰς δραχμὰς τῶν ἀναφερομένων εἰς τὰς παραγράφους 1θ, 1ι, 1κ, 1λ, 1μ, 1ν, 1ξ καὶ 1ο τοῦ παρόντος ἄρθρου.

4. Διὰ τὴν ἐφαρμογὴν τῶν ἀνωτέρω παραγράφων ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦνται, ὅπως ὑποβάλῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ πρὸς ἔγκρισιν ἐγκαίρως, ἵνα ὑπάρχῃ ὁ ἀπαιτούμενος χρόνος διὰ τὴν οἰκονομικωτέραν ἐκτέλεσιν τῆς αἰτουμένης δαπάνης, ἔγγραφον αἴτησιν παρέχων συνάμα περιγραφὴν καὶ ἀναγκαίας λεπτομερείας διὰ τὴν προτεινομένην προμήθειαν τῶν εἰδῶν ἢ μίσθωσιν ὑπηρεσιῶν ἢ ἐκτέλεσιν τεχνικῶν ἔργων, προτείνων τὸν κατὰ τὴν γνώμην του καλύτερον ἢοἰκονομικώτερον τρόπον πραγματοποιήσεως αὐτῆς.

5. Τοιαῦται αἰτήσεις δύνανται νὰ ὑποβάλλωνται ὑπὸ τὴν μορφὴν προϋπολογισμοῦ καλύπτοντος ὡρισμένον τμῆμα ἔργου ἢ ὡρισμένην περίοδον, ἑνὸς μηνὸς περίπου, καὶ περιλαμβάνοντος ἁπάσας τὰς κατὰ τὴν ἐν λόγῳ περίοδον δαπάνας ἐκτελεστέων ἔργων καὶ προμηθειῶν ὑλικοῦ ἢ μισθώσεως ὑπηρεσιῶν.

6. Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται, ὅπως τὸ ταχύτερον παράσχῃ τὴν ἔγκρισίν του ἢ τροποποιήσῃ ἢ ἀπορρίψῃ τὴν αἴτησιν τοῦ ΑΝΑΔΟΧΟΥ, λαμβάνων πάντοτε ὑπ' ὄψιν τὴν ἀνάγκην ταχείας ἐκτελέσεως τοῦ ἔργου. Ἐν περιπτώσει μὴ ἀπαντήσεως τοῦ ΕΡΓΟΔΟΤΟΥ, ἐντὸς 10 ἡμερῶν ἀπὸ τῆς λήψεως τῆς αἰτήσεως τοῦ ΑΝΑΔΟΧΟΥ, θεωρεῖται ὡς σιωπηρῶς ἐγκριθεῖσα ἡ αἴτησις καὶ ὁ ΑΝΑΔΟΧΟΣ δικαιοῦται νὰ προβῇ εἰς τὴν ἐκτέλεσιν τῆς σχετικῆς δαπάνης καὶ ἄνευ ἐγκρίσεως τοῦ ΕΡΓΟΔΟΤΟΥ.

7. Ἡ διαδικασία ἐγκρίσεως καὶ ἐκτελέσεως τῶν δαπανῶν εἰς δραχμὰς καὶ τὰ ὑποβλητέα πρὸς τοῦτο εἰς τὸν ΕΡΓΟΔΟΤΗΝ τιμολόγια ἢ δικαιολογητικά, τὰ τῆς διενεργείας τῶν δημοπρασιῶν καὶ αἱ περιπτώσεις ἐφαρμογῆς τούτων ὡς καὶ τὰ τῆς ἐγκρίσεως τῶν προκριθεισῶν προσφορῶν ὁρίζονται εἰς ἐπισυναπτόμενον τῇ παρούσῃ κανονισμόν, ὡς Παράρτημα F. Κατὰ τὴν ἐφαρμογὴν τοῦ κανονισμοῦ θὰ λαμβάνεται ὑπ' ὄψιν ἡ ἀνάγκη ταχείας ἀποπερατώσεως τοῦ ἔργου.

8. Ὁ ΕΡΓΟΔΟΤΗΣ θὰ ἀνοίξῃ παρὰτῇ Τραπέζῃ τῆς Ἑλλάδος εἰδικὸν λογαριασμὸν εἰς δραχμὰς ὑπὸ τὸν τίτλον «Ἐργοστάσιον Σακχάρεως Σερρῶν–λογαριασμὸς δαπανῶν εἰς δραχμάς» ἐπ' ὀνόματι τοῦ ΑΝΑΔΟΧΟΥ διὰ τὴν ὑπὸ τούτου πληρωμὴν τῶν ἐν Ἑλλάδι πραγματοποιουμένων δαπανῶν εἰς δραχμὰς βαρυνουσῶν τὸν ΕΡΓΟΔΟΤΗΝ, ὡς αὗται καθορίζονται ἐν παραγρ. 1 τοῦ παρόντος ἄρθρου, ἐξαιρέσει τῶν ἐν παραγράφοις 1στ, 1ζ καὶ 1η τοῦ παρόντος ἄρθρου ἀναφερομένων δαπανῶν, αἵτινες θὰ πραγματοποιοῦνται συμφώνως πρὸς τὴν παραγρ. 11 τοῦ παρόντος ἄρθρου καθοριζομένην διαδικασίαν.

9. Τὸ εἰς πίστωσιν τοῦ λογαριασμοῦ τούτου ἀρχικῶς κατατεθησόμενον ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ ποσὸν ὁρίζεται εἰς δραχμὰς 3.000.000. Τοῦτο θέλει κατατεθῆ ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ὑποβολῆς εἰς τὸν ΕΡΓΟΔΟΤΗΝ σχετικῆς αἰτήσεως τοῦ ΑΝΑΔΟΧΟΥ. Ἡ ἀνωτέρω ἀναφερομένη αἴτησις δέον ὅπως ὑποβληθῇ ἐντὸς εὐθέτου χρόνου. Ἡ περαιτέρω χρηματοδότησις τοῦ ἀνωτέρω λογαριασμοῦ ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ θὰ ἐνεργῆται κατὰ μηνιαῖα χρονικὰ διαστήματα ἢ καὶ ἐνωρίτερον, ἐφ' ὅσον παρίσταται ἀνάγκη, κατόπιν εἰδικῆς αἰτήσεως τοῦ ΑΝΑΔΟΧΟΥ, κατὰ τὴν κατωτέρω διαδικασίαν :

α. Ἐκ τοῦ ἀνωτέρω λογαριασμοῦ ὁ ΑΝΑΔΟΧΟΣ θὰ πληρώνῃ ἀποκλειστικῶς καὶ μόνον τὰς βαρυνούσας τὸν ΕΡΓΟΔΟΤΗΝ, κατὰ τοὺς ὅρους τῆς παρούσης Συμβάσεως δαπάνας εἰς δραχμὰς, ἀποκλειομένης τῆς πληρωμῆς ἐξ αὐτοῦ οἱασδήποτε ἄλλης δαπάνης.

β. Πᾶσα πληρωμὴ ἐνεργουμένη ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ἐκ τοῦ ἀνωτέρω λογαριασμοῦ θὰ βασίζεται εἰς πλήρη δικαιολογητικὰ τηρούμενα ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ.

γ. Ὁ ΕΡΓΟΔΟΤΗΣ θὰ ἀσκῇ πλήρη καὶ συνεχῆ ἔλεγχον τῶν ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ἐκτελουμένων δαπανῶν, συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης Συμβάσεως, ὡς καὶ τῶν πληρωμῶν ἐκ τοῦ ἀνωτέρω λογαριασμοῦ. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦνται, ὅπως ἔχῃ εἰς τὴν διάθεσιν τοῦ ΕΡΓΟΔΟΤΟΥ, διὰ τὴν ἄσκησιν τοῦ ἐλέγχου ὑπὸ τῶν ὀργάνων του, τὰ ὑπ' αὐτοῦ τηρούμενα λογιστικὰ βιβλία καὶ τὰ δικαιολογητικὰ καὶ λοιπὰ ἔγγραφα τῶν γενομένων παρ' αὐτοῦ δαπανῶν.

δ. Πᾶσα πληρωμὴ μὴ στηριζομένη εἰς δικαιολογητικά, ὡς καθωρίσθησαν ὑπὸ τοῦ κανονισμοῦ, ὡς καὶ πᾶσα δαπάνη ἐνεργηθεῖσα ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ, κατὰ παράβασιν τῶν ὅρων τῆς παρούσης Συμβάσεως, θὰ βαρύνῃ τὸν ΑΝΑΔΟΧΟΝ. Ἐν τούτοις, δαπάναι ἀπορριφθεῖσαι κατὰ τὸν ἔλεγχον δι' ἔλλειψιν δικαιολογητικῶν θὰ ἀναγνωρίζωνται ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ, ἐφ' ὅσον ἐνεργήθησαν χάριν τῆς ἐκτελέσεως τοῦ ἀναληφθέντος ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ἔργου καὶ ὠφελεῖται ἐξ αὐτῶν ὁ ΕΡΓΟΔΟΤΗΣ.

ε. Ὁ ΑΝΑΔΟΧΟΣ, τὴν 15ην ἑκάστου μηνὸς ἢ καὶ ὁσάκις παρίσταται ἀνάγκη, θὰ ὑποβάλῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ προϋπολογισμὸν τῶν προβλεπομένων νὰ ἐνεργηθῶσιν πληρωμῶν κατὰ τὸν ἀμέσως ἑπόμενον μῆνα, ἀναλυτικῶς, κατὰ κατηγορίαν δαπανῶν, προσαυξανόμενον κατὰ ποσὸν δυνάμενον νὰ καλύψῃ ἐπαρκῶς τὰς ἀπροβλέπτους δαπάνας καὶ θὰ γνωρίζῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ τὸ κατ' ἐκτίμησιν ἀχρησιμοποίητον ὑπόλοιπον τοῦ ἀνωτέρω λογαριασμοῦ, κατὰ τὴν ἔναρξιν τοῦ μηνός, ἐν ἀφορᾷ ὁ ὑποβαλλόμενος προϋπολογισμός, ὡς καὶ τὴν αἰτουμένην διὰ τὸν μῆνα τοῦτον χρηματοδότησιν. Μετὰ τοῦ προϋπολογισμοῦ τούτου θὰ ὑποβάλλῃ ὁ ΑΝΑΔΟΧΟΣ ἀπολογιστικὴν κατάστασιν ἐμφαίνουσαν, κατὰ κατηγορίας, τὰς πραγματοποιηθείσας δαπάνας κατὰ τὸν προηγούμενον μῆνα. Ὁ ΕΡΓΟΔΟΤΗΣ θὰ καθορίσῃ κατάλληλον τύπον τῶν ὡς ἄνω στοιχείων..

στ. Ὁ ΕΡΓΟΔΟΤΗΣ, μετ' ἔλεγχον τῶν στοιχείων τούτων καὶ ἐντὸς προθεσμίας 15 ἡμερῶν, θὰ καταθέσῃ εἰς τὸν κατὰ τὰς προηγουμένας παραγράφους παρὰ τῇ Τραπέζῃ τῆς Ἑλλάδος λογαριασμὸν τοῦ ΑΝΑΔΟΧΟΥ τὸ ἀπαιτούμενον ποσὸν δραχμῶν διὰ τὴν ὑπὸ τούτου συνέχισιν εἰς δραχμὰς πληρωμῶν.

10. Ἅμα τῇ συμπληρώσει τῶν δοκιμῶν λειτουργίας τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ἐπιστρέψῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ τὸ ἀχρησιμοποίητον ὑπόλοιπον τοῦ ἀνωτέρω λογαριασμοῦ, ὃς θὰ προκύψῃ τοῦτο ἐκ τῆς ἐφαρμογῆς τῶν διατάξεων τοῦ παρόντος ἄρθρου.

11. Διὰ τὴν πληρωμὴν τῶν ἐν παραγράφοις 1στ, 1ζ καὶ 1η τοῦ παρόντος ἄρθρου ἀναφερομένων κατ' ἀποκοπὴν δαπανῶν ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται :

α) Ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως ὅπως καταβάλῃ εἰς τὸν ΑΝΑΔΟΧΟΝ, ἔναντι ἀποδείξεως, ποσὸν Δρχ. 459.000, πρὸς κάλυψιν τῆς ἐν παραγρ. 1στ τοῦ παρόντος ἄρθρου προβλεπομένης πρώτης δόσεως πληρωμῆς.

β) Ἐντὸς 5 μηνῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης ὅπως ἀνοίξῃ ἀνέκκλητον πίστωσιν παρὰ τῇ Τραπέζῃ τῆς Ἑλλάδος ὑπὲρ τοῦ ΑΝΑΔΟΧΟΥ διὰ ποσὸν Δραχ. 1.192.250, πρὸς κάλυψιν τῶν ἀκολούθων πληρωμῶν :

ι) Τῶν ἐν παραγρ. 1στ προβλεπομένων ὑπολοίπων δύο δόσεων, αἵτινες θὰ καταβάλλωνται ἔναντι τιμολογίων τοῦ ΑΝΑΔΟΧΟΥ, θεωρημένων ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ.

ιι) Τὴν ἐν παραγρ. 1η προβλεπομένην πρώτην δόσιν, ἥτις θὰ καταβάλλεται ἔναντι ἀποδείξεως τοῦ ΑΝΑΔΟΧΟΥ. βάσει τῶν ὅρων τῆς ἀνωτέρω παραγράφου..

Ἡ ἀνωτέρω πίστωσις θὰ εἶναι ἰσχύος 12 μηνῶν ἀπὸτῆς ἡμερομηνίας τοῦ ἀνοίγματος.

γ) Ἐντὸς 12 μηνῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως ὅπως ἀνοίξῃ ἀνέκκλητον πίστωσιν παρὰ τῇ Τραπέζῃ τῆς Ἑλλάδος, διὰ ποσὸν Δρχ. 3.166.250, διὰ τὰς ἐν παραγρ. 1ζ ἀναφερομένας 11 δόσεις πληρωμῶν καὶ διὰ τὰς ἐν παραγρ. 1η ἀναφερομένας τελευταίας 14 δόσεις πληρωμῶν, αἵτινες εἶναι πληρωτέαι ἔναντι ἀποδείξεως τοῦ ΑΝΑΔΟΧΟΥ, βάσει τῶν ὅρων τῶν ἀνωτέρω ἀνα-

φερθεισῶν παραγράφων. Ἡ πίστωσις αὕτη θὰ εἶναι ἰσχύος 30 μηνῶν ἀπὸ τῆς ἡμερομηνίας τοῦ ἀνοίγματος.

Ἄρθρον 24.

ΕΥΘΥΝΑΙ ΑΝΑΔΟΧΟΥ

Ὅσον ἀφορᾶ τὰς ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ διὰ τῆς παρούσης Συμβάσεως ὑποχρεώσεις καὶ εὐθύνας, συμπεριλαμβανομένων ὅλων τῶν ἐγγυήσεων καὶ ποινῶν, θέλουσι ἐφαρμοσθῆ τὰ κατωτέρω :

1. Ὁ ΑΝΑΔΟΧΟΣ ὑπέχει, ἔναντι τοῦ ΕΡΓΟΔΟΤΟΥ, πλήρη εὐθύνην, συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης Συμβάσεως, ὅπως ἀνορθώσῃ πᾶσαν θετικὴν ζημίαν τοῦ ΕΡΓΟΔΟΤΟΥ, ἐξαιρουμένων τῶν οἱωνδήποτε ἀποθετικῶν ζημιῶν, ἀπωλειῶν, ὡς ἐπίσης εὐθυνῶν αἵτινες καλύπτονται διὰ τῶν ἐν ἄρθρῳ 25 παρεχομένων ἐγγυήσεων, προκαλουμένην ἐξ ὑπαιτίων πράξεων ἢ παραλείψεων τοῦ ΑΝΑΔΟΧΟΥ ἢ τοῦ προσωπικοῦ αὐτοῦ, ἢ τῶν ἀντιπροσώπων του, ἢ τῶν κατασκευαστῶν καὶ τῶν διὰ τὴν ἐκτέλεσιν τῆς παρούσης Συμβάσεως ἀπασχολουμένων προσώπων.

2. Ὁ ΑΝΑΔΟΧΟΣ ἀπαλλάσσεται τῆς ἀνορθώσεως ἢ τῆς εὐθύνης διὰ πᾶσαν ζημίαν, ἐφ' ὅσον αὕτη ἤθελε προκληθῆ ἐκ γεγονότων, δι' ἃ δὲν εἶναι ὑπεύθυνος οὗτος ἢ ἐξ ἀνωτέρας βίας.

3. Ὅσον ἀφορᾶ τὰ ὑπὸ Ἑλλήνων ὑπεργολάβων καὶ Ἑλληνικοῦ προσωπικοῦ, ὑπὸ τὴν ἐπίβλεψιν τοῦ ΑΝΑΔΟΧΟΥ, ἐκτελούμενα ἔργα Πολιτ. Μηχανικοῦ καὶ ἀνεγέρσεως, ὁ ΑΝΑΔΟΧΟΣ ἀναλαμβάνει τὴν εὐθύνην, ἀλλὰ οἰκοθεν νοεῖται ὅτι διορθώσεις καὶ παραλείψεις ἀφορῶσαι εἰς τὰ ἀνωτέρω ἔργα Πολιτ. Μηχανικοῦ καὶ ἀνεγέρσεως, αἵτινες θὰ θεωρηθῶσι κατόπιν ἐλέγχου ἀναγκαῖαι, θὰ ἐκτελεσθῶσι συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης Συμβάσεως, ἄνευ οἰκονομικῆς ἐπιβαρύνσεως τοῦ ΑΝΑΔΟΧΟΥ.

Ἄρθρον 25

ΕΓΓΥΗΣΕΙΣ

Ο ΑΝΑΔΟΧΟΣ θὰ παρέχῃ τὰς κάτωθι ἐγγυήσεις :

1. Ἐγγύησιν διὰ τὴν πληρότητα τῶν ΥΛΙΚΩΝ ΚΑΙ ΕΞΟΠΛΙΣΜΟΥ καὶ τῆς μελέτης τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

Εἰς τὸ συνημμένον Παράρτημα Α ὁ ΑΝΑΔΟΧΟΣ παρέχει πλήρεις καταστάσεις καὶ γενικὰς περιγραφὰς τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἅτινα θὰ προμηθεύσῃ καὶ ἅτινα ἀποτελοῦν τὰς λειτουργικὰς μονάδας τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, τὰς προοριζομένας διὰ τὴν παραγωγὴν τῶν ἐν ἄρθρῳ 2 καὶ ἐν Παραρτήματι C τῆς παρούσης Συμβάσεως καθοριζομένων προϊόντων, εἰς τὰς καθοριζομένας ἀποδόσεις, ὑπὸ τὴν προϋπόθεσιν, ὅτι αἱ πρῶται ὕλαι καὶ αἱ βοηθητικαὶ τοιαῦται θὰ διατίθενται συνεχῶς εἰς τὰ ἐν Παραρτήματι Β καθοριζόμενα σημεῖα εἰσόδου καὶ ὅτι τὰ προϊόντα, καθὼς καὶ τὰ ἄχρηστα κατάλοιπα, θὰ μεταφέρωνται συνεχῶς, ὡς καθορίζεται ἐν Παραρτήματι C.

Ο ΑΝΑΔΟΧΟΣ ἐγγυᾶται, ὅτι οἱ κατάλογοι καὶ αἱ γενικαὶ περιγραφαί, αἵτινες ἀναφέρονται εἰς τὸ συνημμένον παράρτημα Α, εἶναι πλήρεις καὶ ὅτι δὲν εἶναι ἀναγκαία συμπλήρωσις τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ διὰ τὴν κανονικὴν λειτουργίαν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, προκειμένου περὶ παραγωγῆς τῶν προϊόντων, τόσον ἀπὸ ποσοτικῆς ὅσον καὶ ἀπὸ ποιοτικῆς ἀπόψεως, συμφώνως πρὸς τὴν ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ἐν τῷ παρόντι ἄρθρῳ παρεχομένην ἐγγύησιν καὶ ὑπὸ τὴν προϋπόθεσιν καταναλώσεως πρώτων ὑλῶν καὶ βοηθητικῶν τοιούτων, συμφώνως πρὸς τὴν ἐν παραγράφῳ 4 τοῦ παρόντος ἄρθρου παρεχομένην ἐγγύησιν. Ἐάν, ἐν τούτοις, παραστῆ ἀνάγκη τοιαύτης συμπληρώσεως εἰς ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΝ, ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως προμηθεύσῃ ταῦτα ἄνευ ἐπιβαρύνσεως τοῦ ΕΡΓΟΔΟΤΟΥ, FOB Πολωνικὸν λιμένα ἢ FOR Πολωνο—Τσεχοσλοβακικὰ σύνορα καὶ συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης Συμβάσεως, ἀποκλειομένων περαιτέρω εὐθυνῶν.

Ὁ ΑΝΑΔΟΧΟΣ ἐγγυᾶται περαιτέρω, ὅτι ἡ μελέτη καὶ ἡ κατασκευὴ τοῦ ΕΡΓΟΣΤΑΣΙΟΥ ἐκτελεῖται ὑπ' αὐτοῦ, συμφώνως πρὸς τοὺς ἀρίστους κανόνας τῆς ἐπιστήμης καὶ τῆς τέχνης, ὡς προβλέπεται εἰς τὰς προσηρτημένας προδιαγραφὰς ἐν Παραρτήματι Α καὶ συμφώνως πρὸς τὰς ἐν τῷ παρόντι ἄρθρῳ καθοριζομένας ἐγγυήσεις.

2. Ἐγγύησιν διὰ τὴν ποιότητα τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ.

Ο ΑΝΑΔΟΧΟΣ ἐγγυᾶται, ὅτι ἅπαντα τὰ ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΣ καθὼς καὶ τὰ ἀνταλλακτικά, ἅτινα θὰ προμηθεύσῃ οὗτος, θὰ εἶναι ἀρίστης ποιότητος καὶ ὅτι θὰ κατασκευασθῶσι συμφώνως πρὸς τοὺς ὅρους καὶ τὰς προδιαγραφὰς τῆς παρούσης Συμβάσεως. Ἀντικαταστάσεις ἢ ἐπισκευαί ἐλαττωματικῶν ἢ ἀκαταλλήλων ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἐκτὸς συνήθους χρήσεως καὶ φθορᾶς, θὰ ἐκτελῶνται ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ, δαπάναις αὐτοῦ, συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης Συμβάσεως.

Ὁ ΑΝΑΔΟΧΟΣ εὐθύνεται δι' οἱαδήποτε ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΝ, ἅτινα παρεδόθησαν ἐλαττωματικὰ ὑπ' αὐτοῦ, καθὼς καὶ διὰ τὴν μελέτην ἢ διὰ τὴν κατασκευὴν τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ ἐν γένει, κατὰ τὴν διάρκειαν τῆς πρώτης περιόδου λειτουργίας τοῦ ΕΡΓΟΣΤΑΣΙΟΥ ἐξ 100 ἡμερῶν, ἀναλαμβάνων τὴν ὑποχρέωσιν, ὅπως ἀποκλειομένης περαιτέρω εὐθύνης, προμηθεύσῃ FOB Πολωνικὸν λιμένα ἢ FOR Πολωνο—Τσεχοσλοβακικὰ σύνορα, καὶ συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης Συμβάσεως, ἄνευ ἰδιαιτέρας ἐπιβαρύνσεως τοῦ ΕΡΓΟΔΟΤΟΥ, ἅπαντα τὰ ἀπαιτούμενα πρόσθετα ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΝ ἢ ὅπως ἀντικαταστήσῃ ἢ ἐπισκευάσῃ οἱαδήποτε ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΝ, συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης Συμβάσεως. Εἰς περίπτωσιν καθυστερήσεως τῆς συμπληρώσεως τῆς ἀνεγέρσεως ἢ τῆς ἐνάρξεως τῆς λειτουργίας, διὰ λόγους δι' οὓς ὁ ΑΝΑΔΟΧΟΣ δὲν ὑπέχει εὐθύνην, ἡ προθεσμία διὰ τὰς ἐν λόγῳ ἐγγυήσεις καὶ εὐθύνας λήγει εἰς τὸ τέλος τοῦ ἔτους 1964.

3. Ἐγγύησιν ἀποδόσεων.

Ο ΑΝΑΔΟΧΟΣ ἐγγυᾶται ὅτι αἱ κύριαι μονάδες, ἐφοδιαζόμεναι διὰ πρώτων ὑλῶν καὶ βοηθητικῶν τοιούτων, ὡς καθορίζεται ἐν τῇ παρούσῃ Συμβάσει, καὶ λειτουργοῦσαι διὰ καταλλήλου προσωπικοῦ καὶ ὑπὸ κανονικὰς συνθήκας, ὡς καθορίζεται ἐν Παραρτήματι D, θὰ εἶναι ἱκαναὶ νὰ ἀποδίδουν τὰ εἰς τὰ κατωτέρω ἐδάφια α ἕως ε συμπεριλαμβανομένου, ὁριζόμενα ἐλάχιστα ὅρια ἀποδόσεων.

Αἱ πραγματικαὶ ἀποδόσεις θὰ διαπιστωθῶσι κατὰ τὰς δοκιμὰς λειτουργίας, ὡς περιγράφονται κατωτέρω, ἔνθα προσδιορίζεται ἡ διάρκεια τῶν δοκιμῶν λειτουργίας. Αἱ ἀνοχαί κατὰ τὰς μετρήσεις καθορίζονται ἐν παραγράφῳ 4 τοῦ παρόντος ἄρθρου. Εἰς ἣν περίπτωσιν ὁ ΕΡΓΟΔΟΤΗΣ διαπιστώσῃ, κατὰ τὴν διάρκειαν τῆς κανονικῆς καὶ συνεχοῦς λειτουργίας, ὅτι δύνανται νὰ ἐπιτευχθῶσι αἱ ἐγγυηθεῖσαι ἀποδόσεις, δύναται νὰ ἀπαλλάξῃ τὸν ΑΝΑΔΟΧΟΝ ἐκ τῆς ἐκτελέσεως τῶν δοκιμῶν λειτουργίας πρὸς ἀπόδειξιν τῶν ἀποδόσεων.

α. Κατεργασία Σακχαροτεύτλων

Ο ΑΝΑΔΟΧΟΣ ἐγγυᾶται, ὅτι ὁ ἐξοπλισμὸς τοῦ ΕΡΓΟΣΤΑΣΙΟΥ περιλαμβάνων τὰς ἐγκαταστάσεις ἀπὸ τῆς παραλαβῆς τῶν τεύτλων μέχρι καὶ τῆς ἀποθηκεύσεως τῆς λευκῆς σακχάρεως θὰ ἔχῃ δυναμικότητα ἐπεξεργασίας 2.000 τόννων τεύτλων καθ' ἕκαστον 24ωρον, ὡς καθορίζεται ἐν Παραρτήματι Β διὰ τὴν παραγωγὴν λευκῆς σακχάρεως τῆς ἐν Παραρτήματι C καθοριζομένης ποιότητος καὶ διὰ συνολικὴν ποσότητα σακχάρεως ἀντιστοιχοῦσαν εἰς τοὺς ἀριθμοὺς ἀποδόσεων, οἵτινες δίδονται εἰς τὴν παράγραφον 4 τοῦ παρόντος ἄρθρου. Ἡ ζύγισις τῶν τεύτλων θὰ λαμβάνῃ χώραν ἐπὶ τοῦ ἐπὶ τῆς ταινίας μεταφορᾶς ζυγοῦ μετὰ τὴν ἐγκατάστασιν τεμαχισμοῦ τεύτλων.

Ἡ ἱκανότης κατεργασίας θὰ διαπιστωθῇ διὰ τεσσάρων δοκιμῶν λειτουργίας, ἑκάστης διαρκείας 24 ὡρῶν.

β. Ξήρανσις πολτοῦ :

Ο ΑΝΑΔΟΧΟΣ ἐγγυᾶται, ὅτι ὁ ἐξοπλισμὸς ξηράνσεως πολτοῦ, ὁ περιλαμβάνων τὰς ἐγκαταστάσεις συμπιέσεως τοῦ πολτοῦ μέχρι καὶ τῆς ἀποθηκεύσεως τοῦ ξηροῦ πολτοῦ, ἔχει δυναμικότητα καθιστῶσαν δυνατὴν τὴν παραγωγὴν 60 τόννων ξηροῦ πολτοῦ ἀνὰ 24ωρον, ὡς καθορίζεται ἐν Παραρτήματι C., ἐφ' ὅσον κατεργάζεται τεῦτλα τῆς ἐν Παραρτήματι Β καθοριζομένης ποιότητος.

Ἡ δυναμικότης θὰ ἐλεγχθῇ διὰ δοκιμαστικῆς λειτουργίας διαρκείας 24 ὡρῶν.

γ. Λεβητοστάσιον.

Ο ΑΝΑΔΟΧΟΣ ἐγγυᾶται, ὅτι τὸ Λεβητοστάσιον, ἐφοδιαζόμενον μὲ μαζοὺτ καὶ ὕδωρ, ὡς καθορίζεται ἐν Παραρτήματι Β, καὶ μὲ συμπύκνωμα ἀτμοῦ, ὡς καθορίζεται ἐν Παραρτήματι Α., θὰ εἶναι ἱκανὸν νὰ παράγῃ συνεχῶς 75 τόννους ἀτμοῦ ὡριαίως, πιέσεως 25 χιλιογρ./ἑκ.² καὶ θερμοκρασίας 380 βαθμῶν Κελσίου καὶ ὅτι ἕκαστος ἐκ τῶν τριῶν λεβήτων, ὑπὸ τὰς αὐτὰς συνθήκας, θὰ εἶναι ἱκανὸς νὰ παράγῃ συνεχῶς καθ' ὥραν 25 τόννους ἀτμοῦ ἔχοντος τὰς αὐτὰς ἰδιότητας. Ἡ δυναμικότης θὰ διαπιστωθῇ κατόπιν δοκιμαστικῆς λειτουργίας 24 ὡρῶν ἑκάστου λέβητος.

δ. Σταθμὸς Ἠλεκτρικῆς Ἐνεργείας.

Ο ΑΝΑΔΟΧΟΣ ἐγγυᾶται, ὅτι ἕκαστον ἐκ τῶν δύο συγκροτημάτων στροβιλογεννητρίας τοῦ σταθμοῦ παραγωγῆς ἠλεκτρικῆς ἐνεργείας ἐφοδιαζόμενον δι' ἀτμοῦ πιέσεως 23,5 χιλιογρ. ἑκ² καὶ θερμοκρασίας 375°C καὶ ἀποδίδον ἀτμὸν ἀπομαστεύσεως πιέσεως 2,5 χιλγρ./ἑκ², δύναται νὰ παράγῃ συνεχῶς 2.500 Kw, ὑπὸ τάσιν 400 VOLTS μεταξὺ τῶν φάσεων καὶ συχνότητος 50 περιόδων.

Ἡ ἀπόδοσις θὰ διαπιστωθῇ κατὰ τὴν διάρκειαν δοκιμαστικῆς λειτουργίας 24 ὡρῶν δι' ἕκαστον στρόβιλον.

4. Ἐγγυήσεις διὰ τοὺς ἀριθμοὺς ἀποδόσεων καὶ καταναλώσεων.

Ο ΑΝΑΔΟΧΟΣ ἐγγυᾶται, ὅτι αἱ κύριαι μονάδες, ἐφοδιαζόμεναι διὰ πρώτων ὑλῶν καὶ βοηθητικῶν τοιούτων, ὡς αὗται καθορίζονται ἐν τῇ παρούσῃ Συμβάσει, καὶ λειτουργοῦσαι διὰ καταλλήλου προσωπικοῦ καὶ ὑπὸ κανονικὰς συνθήκας, ὡς καθορίζεται ἐν Παραρτήματι D, θὰ εἶναι ἱκαναὶ νὰ λειτουργήσουν ὑπὸ συνθήκας ἀνταποκρινομένας εἰς ἀποδόσεις καὶ καταναλώσεις, ὡς καθορίζονται εἰς τὰ κατωτέρω ἐδάφια α ἕως ε συμπεριλαμβανομένου.

Αἱ πραγματικαὶ ἀποδόσεις καὶ καταναλώσεις θὰ διαπιστωθοῦν κατὰ τὰς δοκιμὰς λειτουργίας, ὡς περιγράφονται κατωτέρω, ἔνθα προσδιορίζεται ἡ διάρκεια τῶν δοκιμῶν λειτουργίας καὶ αἱ ἀνοχαὶ κατὰ τὰς μετρήσεις.

Ἡ ἐκτέλεσις τῶν ἀνωτέρω δοκιμῶν λειτουργίας τελεῖ ὑπὸ τὴν προϋπόθεσιν ὅτι 2.000 τόννοι τεύτλων θὰ εἶναι διαθέσιμοι ἡμερησίως.

Ἅπασαι αἱ ἀποδόσεις καὶ αἱ ἀπώλειαι ἀναφέρονται ἐπὶ καθαρῶν τεύτλων, ὡς καθορίζονται ἐν Παραρτήματι Β.

Εἰς ἣν περίπτωσιν ὁ ΕΡΓΟΔΟΤΗΣ διαπιστώσῃ, κατὰ τὴν διάρκειαν τῆς κανονικῆς καὶ συνεχοῦς λειτουργίας, ὅτι δύνανται νὰ ἐπιτευχθῶσιν αἱ ἐγγυηθεῖσαι ἀποδόσεις καὶ καταναλώσεις, δύναται νὰ ἀπαλλάξῃ τοὺς ΑΝΑΔΟΧΟΥΣ ἐκ τῆς ἐκτελέσεως τῶν δοκιμῶν λειτουργίας πρὸς ἀπόδειξιν τῶν ἀποδόσεων καὶ καταναλώσεων.

α) Ἐγγύησις διὰ τὴν Σάκχαριν καὶ τὴν Μέλασσαν.

Ο ΑΝΑΔΟΧΟΣ ἐγγυᾶται, ὅτι, ὑπὸ τὴν προϋπόθεσιν ὅτι ὑγιᾶ τεῦτλα, ὡς καθορίζονται ἐν Παραρτήματι Β, μέσης περιεκτικότητος 17 % εἰς σάκχαρον, θὰ διατίθενται πρὸς κατεργασίαν, ἡ ἀπόδοσις εἰς λευκὴν σάκχαριν, ὡς καθορίζεται ἐν Παραρτήματι C, θὰ ἀνέρχεται τοὐλάχιστον εἰς 14 % ἐπὶ τῶν τεύτλων.

Περαιτέρω ἐγγυᾶται, ὅτι ἡ ποσότης τῆς μελάσσης, ὡς καθορίζεται ἐν Παραρτήματι C, θὰ ἀνέρχεται εἰς 4 % περίπου ἐπὶ τῶν τεύτλων καὶ ὅτι ὁ συντελεστὴς μελάσσης δὲν θὰ ὑπερβῇ τὸ 62.

Κατὰ τὴν κατεργασίαν ὑγιῶν τεύτλων μὲ διάφορον περιεκτικότητα σακχάρεως, ἅτινα ἀνταποκρίνονται πρὸς τὰς προδιαγραφὰς τοῦ Παραρτήματος Β, ἡ ἠγγυημένη ἀπόδοσις εἰς σάκχαριν, ὡς καθορίζεται ἐν Παραρτήματι C, θὰ διαπιστοῦται κατὰ τὸν ἀκόλουθον τρόπον :

Ἡ εἰς σάκχαρον περιεκτικότης τῶν τεμαχίων, μετ' ἀφαίρεσιν τῆς περιεχομένης εἰς τὴν μέλασσαν σακχάρεως ἐπὶ τοῦ βάρους τῶν τεμαχίων, ὑπολογίζεται συμφώνως πρὸς τὴν περιγραφομένην μέθοδον ἐν τῷ RINGBUCH τῆς Γερμανικῆς Βιομηχανίας Σακχάρεως, σελὶς F6 καὶ F7, πλέον ἀνοχῆς 20 % ἐπὶ τοῦ ὑπολογισθέντος ἀριθμοῦ καὶ περαιτέρω μεῖον 0,75 % σακχάρεως ἐπὶ τοῦ βάρους τῶν τεμαχίων (ἠγγυημένη συνολικὴ ἀπώλεια).

Ἡ ποσότης τῆς μελάσσης δὲν θὰ ὑπερβαίνῃ τὴν ὑπολογιζομένην ποσότητα, συμφώνως πρὸς τὴν προαναφερθεῖσαν διαδικασίαν, βάσει τοῦ RINGBUCH, πλέον ἀνοχῆς 20 % ἐπὶ τοῦ ὑπολογισθέντος ἀριθμοῦ.

Εἰς πάσας τὰς περιπτώσεις ὁ συντελεστὴς μελάσσης δὲν θὰ ὑπερβαίνῃ τὸ 62.

Ἡ ἐγγύησις θὰ διαπιστωθῇ κατὰ τὴν διάρκειαν δοκιμῶν λειτουργίας ἐπὶ 10 συνεχεῖς ἡμέρας.

β. Συνολικαὶ ἀπώλειαι εἰς σάκχαρον.

Ο ΑΝΑΔΟΧΟΣ ἐγγυᾶται, ὅτι αἱ συνολικαὶ ἀπώλειαι εἰς σάκχαρον δὲν θὰ ὑπερβαίνουν τὸ 0,75 ο]ο ἐπὶ τῶν κατεργαζομένων τεύτλων εἰς ὃ δὲν περιλαμβάνεται ἡ ἀπώλεια εἰς σάκχαρον, ὅπερ περιέχεται εἰς τὴν μέλασσαν. Αἱ ἀπώλειαι εἰς σάκχαρον θὰ διαπιστωθοῦν κατὰ τὴν διάρκειαν λειτουργίας 10 συνεχῶν ἡμερῶν.

γ) Κατανάλωσις ἀτμοῦ

Ο ΑΝΑΔΟΧΟΣ ἐγγυᾶται, ὅτι ἡ συνολικὴ κατανάλωσις ἀτμοῦ διὰ τὴν παραγωγὴν λευκῆς σακχάρεως, ὡς καθορίζεται ἐν Παραρτήματι C τῆς παρούσης Συμβάσεως, δὲν θὰ ὑπερβαίνῃ τὰ 52 χιλγρ. ἀνὰ 100 χιλγρ. σακχαροτεύτλων τοῦ ἀτμοῦ μετρουμένου κατὰ τὴν ἔξοδον του ἐκ τοῦ λέβητος.

Διορθώσεις τῆς ἀνωτέρω ποσότητος θὰ πρέπει νὰ γίνουν διὰ πᾶσαν κατανάλωσιν ἀτμοῦ ἐκτὸς τοῦ καθ' αὐτὸ Ἐργοστασίου Σακχάρεως. Ἡ κατανάλωσις ἀτμοῦ θὰ διαπιστωθῇ κατὰ τὴν διάρκειαν δοκιμαστικῆς λειτουργίας 24 ὡρῶν.

δ) Ἀσβεστόλιθος

Ο ΑΝΑΔΟΧΟΣ ἐγγυᾶται, ὅτι ἡ κατανάλωσις CaO δὲν θὰ ὑπερβῇ τὸ 83 % τοῦ βάρους τῶν μὴ σακχαρούχων στερεῶν οὐσιῶν τοῦ ἀκατεργάστου χυμοῦ. Ἡ κατανάλωσις CaO, ὑπολογιζομένη ἐπὶ τοῦ βάρους τῶν κατεργαζομένων τεύτλων δὲν θὰ ὑπερβαίνῃ τὸ 1,6 %. Ἡ τελικὴ κατανάλωσις εἰς CaO θὰ καθορίζεται δι' ἀναλύσεων τοῦ χυμοῦ. Ἡ κατανάλωσις εἰς CaO θὰ διαπιστωθῇ κατὰ τὴν διάρκειαν δοκιμαστικῆς λειτουργίας 24 ὡρῶν.

ε. Ξήρανσις πολτοῦ.

Ο ΑΝΑΔΟΧΟΣ ἐγγυᾶται, ὅτι ἡ κατανάλωσις εἰς μαζοὺτ ἀντιστοιχεῖ εἰς 3.500.000 KCal. κατὰ τόννον εἰς τὴν ἐγκατάστασιν ξηράνσεως πολτοῦ κατὰ τὴν παραγωγὴν ξηροῦ πολτοῦ μὲ 90 ο]ο ξηρὰν οὐσίαν.

Ἀριθμοὶ καταναλώσεως δι' ἄλλας συνθήκας καθορίζονται δι' ὑπολογισμοῦ βασιζομένου ἐπὶ τῶν ἀνωτέρω ἀριθμῶν καταναλώσεων.

Ἡ κατανάλωσις μαζοὺτ θὰ διαπιστωθῇ κατὰ τὴν διάρκειαν δοκιμαστικῆς λειτουργίας 24 ὡρῶν.

στ. Λεβητοστάσιον.

Ο ΑΝΑΔΟΧΟΣ ἐγγυᾶται, ὅτι τὸ Λεβητοστάσιον, κατὰ τὴν παραγωγὴν ἀτμοῦ μὲ σταθερὰν ἀπόδοσιν ἑκάστου λέβητος 25 τόννων καθ' ὥραν καὶ ὑπὸ πίεσιν 25 χιλγρ./ἑκ² καὶ θερμοκρασίαν 380°C, χρησιμοποιοῦν ὡς καύσιμον μαζούτ, ὡς καθορίζεται εἰς τὸ Παράρτημα Β, καὶ ἐφοδιαζόμενον δι' ὕδατος θερμοκρασίας 140°C, θὰ καταναλίσκῃ μαζοὺτ ἀντιστοιχοῦν εἰς θερμιδικὴν ἀπόδοσιν οὐχὶ μικροτέραν τῶν 89 ο]ο, ὑπολογιζομένην ἐπὶ τῆς καθαρᾶς θερμιδικῆς ἀξίας τοῦ μαζούτ. Ἡ θερμιδικὴ ἀπόδοσις θὰ διαπιστωθῇ κατὰ τὴν διάρκειαν 24ώρου δοκιμαστικῆς λειτουργίας ἑκάστου λέβητος.

Αἱ ἀκόλουθοι ἀνοχαὶ ἐπιτρέπονται ἐπὶ τῶν μετρήσεων διὰ τὸν καθορισμὸν τῶν ἀνωτέρω ἠγγυημένων ἀριθμῶν.:

Ζυγοὶ ἐπὶ μεταφορικῶν ταινιῶν	: ± 2 ο]ο
Ζυγοὶ ἐλέγχου σακχάρεως	: ± 0.4 ο]ο
Ζυγοὶ ξηροῦ πολτοῦ	: ± 2 ο]ο
Μανόμετρα καὶ θερμόμετρα	: ± 3 ο]ο
Μετρηταὶ ροῆς	: ± 3 ο]ο
Ἠλεκτρικὰ ὄργανα	: ± 2 ο]ο
Ἐργαστηριακαὶ ἀναλύσεις :	Συμφώνως πρὸς τοὺς γενικῶς παραδεδεγμένους ἀριθμοὺς δι' ἐργαστηριακὰς ἀναλύσεις

5. Ἐγγυήσεις ποιότητος.

Ὁ ΑΝΑΔΟΧΟΣ ἐγγυᾶται, ὅτι τὸ ΕΡΓΟΣΤΑΣΙΟΝ, λειτουργοῦν μὲ τὰς ἐν παραγράφῳ 3 καὶ 4 τοῦ παρόντος ἄρθρου δυναμικότητας καὶ ἀποδόσεις καὶ μὲ τὴν βάσει τῆς παραγράφου 4 τοῦ παρόντος ἄρθρου ἠγγυημένην κατανάλωσιν πρώτων ὑλῶν καὶ βοηθητικῶν τοιούτων θὰ παράγῃ λευκὴν σάκχαριν ποιότητος καθοριζομένης ἐν Παραρτήματι C.

Ἡ ποιότης τῆς σακχάρεως θὰ διαπιστωθῇ κατὰ τὴν διάρκειαν δοκιμαστικῆς λειτουργίας, ὡς περιγράφεται ἐν ἐδαφίῳ α τῆς παραγρ. 4 τοῦ παρόντος ἄρθρου.

6. Ἐγγύησις διὰ τὸν χρόνον καθ' ὃν τὸ ΕΡΓΟΣΤΑΣΙΟΝ θὰ εἶναι ἕτοιμον πρὸς ἔναρξιν λειτουργίας.

Ὅσον ἀφορᾶ τὰς ἐν τῇ παρούσῃ Συμβάσει ἀναφερομένας προθεσμίας ὁ ΑΝΑΔΟΧΟΣ ἐγγυᾶται, ὅτι τὸ ΕΡΓΟΣΤΑΣΙΟΝ θὰ εἶναι ἕτοιμον δι' ἔναρξιν λειτουργίας, ὡς καθορίζεται ἐν ἄρθρῳ 18, ἐντὸς 40 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως.

7. Ἐγγύησις διὰ δικαιώματα εὑρεσιτεχνίας.

Ὁ ΑΝΑΔΟΧΟΣ ἐγγυᾶται, ὅτι τόσον αὐτὸς ὅσον καὶ οἱ κατασκευασταὶ τῶν ΥΛΙΚΩΝ ΚΑΙ ΕΞΟΠΛΙΣΜΟΥ, καθὼς καὶ οἱ ὑπεργολάβοι εἶναι κύριοι διπλωμάτων εὑρεσιτεχνίας καὶ δικαιωμάτων εὑρεσιτεχνίας, διὰ ὅλας τὰς μεθόδους καὶ διαδικασίας, αἵτινες θὰ χρησιμοποιηθῶσιν εἴτε κατὰ τὴν κατασκευὴν εἴτε κατὰ τὴν λειτουργίαν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως δαπάναις του ὑποστηρίξῃ τὸν ΕΡΓΟΔΟΤΗΝ κατὰ τὴν ὑπεράσπισίν του ἐναντίον διεκδικήσεων ἐκ μέρους τρίτων, οἵτινες ἤθελον ἐγείρει δικαιώματα διὰ προτεινομένας παραβάσεις ἐπὶ τῶν ὡς ἄνω δικαιωμάτων. Ὁ ΑΝΑΔΟΧΟΣ θὰ καταβάλῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ οἱαδήποτε ἔξοδα ἢ ἀποζημιώσεις, ἅτινα θὰ δικαιοῦνται τρίτα πρόσωπα νὰ εἰσπράξωσι παρὰ τοῦ ΕΡΓΟΔΟΤΟΥ ἐκ τῆς αἰτίας ταύτης. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται ἐπίσης, δαπάναις του, νὰ ἀποκτήσῃ, διὰ λογαριασμὸν τοῦ ΕΡΓΟΔΟΤΟΥ, τὸ δικαίωμα χρησιμοποιήσεως διπλωμάτων εὑρεσιτεχνίας ἀνηκόντων εἰς τρίτους ἢ νὰ ἀντικαταστήσῃ ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΝ εἰς τρόπον ὥστε νὰ μὴ προβάλωνται τοιαῦται διεκδικήσεις ἐκ μέρους τρίτων.

8. Αἱ δοκιμαὶ λειτουργίας διὰ τὴν ἀπόδειξιν τῶν ἀποδόσεων καὶ τῶν ἀριθμῶν καταναλώσεως δέον, ὅπως ἐκτελεσθῶσι κατὰ τὴν πρώτην περίοδον λειτουργίας, συμφώνως πρὸς τὸ ἄρθρον 12 καὶ ταῖς παραγράφοις 3,4 καὶ 5 τοῦ παρόντος ἄρθρου.

Εἰς ἣν περίπτωσιν δὲν ἐπιτευχθῶσιν αἱ ἠγγυημέναι ἀποδόσεις καὶ καταναλώσεις κατὰ τὴν ἐκτέλεσιν τῶν δοκιμῶν λειτουργίας, ὁ ΑΝΑΔΟΧΟΣ, ἀποκλειομένων περαιτέρω εὐθυνῶν, ὑποχρεοῦται ὅπως, ἐντὸς τοῦ κατὰ τὸ δυνατὸν βραχυτέρου χρονικοῦ διαστήματος προμηθεύσῃ FOB Πολωνικὸν λιμένα ἢ FOR Πολωνο—Τσεχοσλοβακικὰ σύνορα, ἅπαντα τὰ πρόσθετα ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΝ καὶ ἐκτέλεσῃ οἱασδήποτε ἀντικαταστάσεις ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ ἢ ἐπισκευάσῃ ἢ τροποποιήσῃ τὸ ΕΡΓΟΣΤΑΣΙΟΝ, συμφώνως πρὸς τοὺς ὅρους καὶ τὰς προδιαγραφὰς τῆς παρούσης Συμβάσεως, ἄνευ ἰδιαιτέρας ἐπιβαρύνσεως τοῦ ΕΡΓΟΔΟΤΟΥ, συμπεριλαμβανομένης καὶ τῆς πραγματικῆς συναφοῦς εἰς δραχμὰς δαπάνης.

Ἐὰν δὲν καταστῇ δυνατὴ ἡ ἐκτέλεσις τῶν δοκιμῶν λειτουργίας κατὰ τὴν πρώτην περίοδον λειτουργίας ἢ ἐὰν κατὰ τὰς δοκιμὰς λειτουργίας δὲν ἐπιτευχθοῦν αἱ ἐγγυήσεις, ἐν τοιαύτῃ περιπτώσει, ὁ ΑΝΑΔΟΧΟΣ δικαιοῦται, ὅπως ἐκτελέσῃ ἢ ἐπαναλάβῃ τὰς δοκιμὰς λειτουργίας κατὰ τὴν δευτέραν ἢ τρίτην περίοδον λειτουργίας.

Ἐὰν δὲν καταστῇ δυνατὴ ἡ ἐκτέλεσις τῶν δοκιμῶν λειτουργίας κατὰ τὴν πρώτην περίοδον ἢ ἐὰν δὲν ἐπιτευχθοῦν ἐγγυήσεις συνεπείᾳ αἰτιῶν, δι' ἃς δὲν εὐθύνεται ὁ ΑΝΑΔΟΧΟΣ, εἰς τὰς περιπτώσεις ταύτας, ἅπασαι αἱ δαπάναι μὲ τὰς ὁποίας θὰ ἐπιβαρυνθῇ ὁ ΑΝΑΔΟΧΟΣ μὲ τὴν ἐκτέλεσιν τῶν δοκιμῶν λειτουργίας κατὰ τὴν δευτέραν ἢ τρίτην περίοδον λειτουργίας θὰ βαρύνουν τὸν ΕΡΓΟΔΟΤΗΝ.

9. Πρὸς κάλυψιν τῶν ὡς ἄνω ἐγγυήσεων ὁ ΑΝΑΔΟΧΟΣ συμφωνεῖ ὅπως, ἐντὸς 60 ἡμερῶν ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως, θέσῃ εἰς τὴν διάθεσιν τοῦ ΕΡΓΟΔΟΤΟΥ, ὡς χρηματικὴν ἐγγύησιν, Ἐγγυητικὴν Ἐπιστολὴν τῆς NARODOWY BANK POLSKY, WARSZAWA, ἀνερχομένην εἰς 20 % τῆς ἀξίας FOR Πολωνο–Τσεχοσλοβακικὰ σύνορα τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ καὶ ἀνταλλακτικῶν. Σχέδιον τῆς ἐν λόγῳ Ἐγγυητικῆς Ἐπιστολῆς ἐπισυνάπτεται τῇ παρούσῃ Συμβάσει.

10. Εἰς ἣν περίπτωσιν κατὰ τὰς δοκιμὰς λειτουργίας τὸ ΕΡΓΟΣΤΑΣΙΟΝ δὲν ἀνταποκριθῇ εἰς τὰς ἐγγυηθείσας ἀποδόσεις καὶ καταναλώσεις διὰ λόγους, δι' οὓς εὐθύνεται ὁ ΑΝΑΔΟΧΟΣ, καὶ ὁ ΑΝΑΔΟΧΟΣ καλούμενος ἀρνηθῇ ὁριστικῶς νὰ προβῇ εἰς τὰς ἀπαιτουμένας διορθώσεις καὶ τροποποιήσεις διὰ νὰ ἀνταποκριθῇ τὸ ΕΡΓΟΣΤΑΣΙΟΝ εἰς τὰς ἐγγυήσεις, ἢ ἐὰν δὲν ἀποπερατώσῃ τὰς τοιαύτας ἐργασίας ἐντὸς τῆς βραχυτέρας δυνατῆς προθεσμίας, ὁ ΕΡΓΟΔΟΤΗΣ θὰ δύναται νὰ χρησιμοποιήσῃ τὴν εἰς χεῖρας του ἐγγύησιν ἐξ 20 o]o διὰ τὴν προμήθειαν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ καὶ ἐκτέλεσιν οἱασδήποτε ἐργασίας ἀπαιτουμένης ὅπως καταστῇ τὸ ΕΡΓΟΣΤΑΣΙΟΝ ἱκανὸν ν' ἀνταποκριθῇ εἰς τὰς ἠγγυημένας ἀποδόσεις καὶ καταναλώσεις.

Ἡ ἀνωτέρω ἐγγύησις θὰ δύναται νὰ χρησιμοποιηθῇ μέχρι τοῦ ποσοῦ τῶν δολλαρίων ΗΠΑ 343.187 εἰς ἐλεύθερον συνάλλαγμα ἀλλὰ μόνον διὰ τὴν περίπτωσιν καὶ καθ' ἣν ἔκτασιν ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεωθῇ νὰ διαθέσῃ τοιαύτας δαπάνας εἰς ξένον συνάλλαγμα, συμφώνως πρὸς τὰ ἀνωτέρω καὶ πρὸς ἐπίτευξιν τῶν ἐν τῷ παρόντι ἄρθρῳ προβλεπομένων ἐγγυήσεων τοῦ ΑΝΑΔΟΧΟΥ.

Εἰς περίπτωσιν καθ' ἣν τὸ χρησιμοποιηθησόμενον ποσὸν Δολλ. εἰς ἐλεύθερον συνάλλαγμα ἤθελεν ὑπολειφθῇ τοῦ ἀνωτέρω ποσοῦ Δολλ. 343.187, ἡ ἐπὶ ἔλαττον διαφορὰ θὰ δύναται νὰ χρησιμοποιηθῇ ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ εἰς Δραχμὰς ἐκ τοῦ λογαριασμοῦ CLEARING ἐφ' ὅσον τοῦτο ἀπαιτεῖται πρὸς ἐπίτευξιν τῶν ἀνωτέρω προβλεπομένων ἐγγυήσεων τοῦ ΑΝΑΔΟΧΟΥ.

Μετὰ τὴν ἐκτέλεσιν τῶν ἀνωτέρω ἐργασιῶν καὶ τὴν πραγματοποίησιν τῶν ἠγγυημένων ἀποδόσεων καὶ καταναλώσεων, ὁ ΕΡΓΟΔΟΤΗΣ θὰ ἀποδώσῃ εἰς τὸν ΑΝΑΔΟΧΟΝ πᾶν τυχὸν ἀπομένον εἰς χεῖρας του ὑπόλοιπον ἐκ τῆς ὡς ἄνω ἐγγυήσεως.

11. Εἰς ἣν περίπτωσιν ὁ ΑΝΑΔΟΧΟΣ δὲν ἐκπληρώσει τὴν ὑποχρέωσίν του, ἵνα καταστήσῃ τὸ ΕΡΓΟΣΤΑΣΙΟΝ ἕτοιμον πρὸς ἔναρξιν τῶν δοκιμῶν λειτουργίας ἐντὸς τῆς ὑπὸ τῆς παραγράφου 6 τοῦ παρόντος ἄρθρου καθοριζομένης προθεσμίας, ὑποχρεοῦται νὰ καταβάλῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ, ὡς ποινικὴν ρήτραν, ποσοστὸν 0, 5o]o ἐπὶ τῆς εἰς συνάλλαγμα ἀξίας τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ἐξαιρουμένων τῶν ἀνταλλακτικῶν δι' ἑκάστην ἑβδομάδα καθυστερήσεως.

Ἡ ποινικὴ ρήτρα θὰ ἐπιβάλλεται μόνον εἰς τὴν περίπτωσιν κατὰ τὴν ὁποίαν ἡ καθυστέρησις τῆς ἀνεγέρσεως παρεμποδίσῃ τὴν ἔναρξιν λειτουργίας τοῦ ΕΡΓΟΣΤΑΣΙΟΥ κατὰ τὴν ἐν ἔτει 1963 περίοδον λειτουργίας τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, ἥτις, ὑπὸ κανονικὰς συνθήκας, θὰ ἀρχίσῃ εἰς τὰ μέσα τοῦ μηνὸς Ἰουλίου. Ἐν τούτοις, τὸ σύνολον τῶν ἐπιβληθησομένων εἰς τὸν ΑΝΑΔΟΧΟΝ ποινικῶν ρητρῶν δὲν δύναται νὰ ὑπερβαίνῃ τὸ 5 % τῆς ὡς ἄνω ἀξίας ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ.

Εἰς ἣν περίπτωσιν καθυστερηθῇ ἡ ἀποπεράτωσις τῆς ἀνεγέρσεως τοῦ ΕΡΓΟΣΤΑΣΙΟΥ διὰ τὴν ἔναρξιν λειτουργίας αὐτοῦ λόγῳ γεγονότων μὴ ὀφειλομένων εἰς τὸ ἀλλοδαπὸν προσωπικὸν τοῦ ΑΝΑΔΟΧΟΥ ἢ εἰς τὸ ἀλλοδαπὸν προσωπικὸν τῶν μὴ Ἑλλήνων προμηθευτῶν τοῦ ΑΝΑΔΟΧΟΥ ἢ λόγῳ καθυστερήσεως κατὰ τὴν μεταφορὰν ἢ ἐκ γεγονότων, διὰ τὰ ὁποῖα δὲν εὐθύνεται ὁ ΑΝΑΔΟΧΟΣ, οὗτος δικαιοῦται παρατάσεως τῆς ὡς ἄνω προθεσμίας τῶν 40 μηνῶν ἀναλόγου πρὸς τὴν λόγῳ τῶν ὡς ἄνω γεγονότων

προκληθεῖσαν καθυστέρησιν εἰς τὴν ἀποπεράτωσιν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

Ὁ ΑΝΑΔΟΧΟΣ δικαιοῦται ἀναλόγου παρατάσεως τῆς αὐτῆς ὡς ἄνω προθεσμίας εἰς περίπτωσιν καθυστερήσεων, σημειουμένων εἰς τὴν ἐκτέλεσιν ἐνεργειῶν, ἐγκρίσεων κλπ., χορηγουμένων ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ, ἢ καθυστερήσεων κατὰ τὴν διάθεσιν τῶν ἀπαιτουμένων εἰς δραχμὰς κεφαλαίων ἢ κατὰ τὴν καταβολὴν τῶν εἰς συνάλλαγμα ἢ κατὰ τὴν λῆψιν θεωρήσεων καὶ ἐξουσιοδοτήσεωνΤραπεζῶν ἤ ἄλλων ἀρχῶν ἢ κατὰ τὴν ἐξασφάλισιν Ἑλληνικοῦ ἐργατοτεχνικοῦ προσωπικοῦ ἢ ἄλλου Ἑλληνικοῦ προσωπικοῦ ἢ ἐπαρκῶν Ἑλλήνων ὑπεργολάβων ἢ καθυστερήσεων προκαλουμένων ἐκ κλοπῆς, θραύσεως τοῦ ΕΞΟΠΛΙΣΜΟΥ κατὰ τὴν μεταφορὰν ἢ τὴν ἀνέγερσιν ἢ καθυστερήσεων προκαλουμένων ἐκ τῶν καιρικῶν συνθηκῶν.

Συμπληρωματικὴ ἐργασία μὴ ἐπηρεάζουσα τὴν ἱκανότητα τεχνικῆς λειτουργίας τῶν μονάδων τοῦ ΕΡΓΟΣΤΑΣΙΟΥ δύναται νὰ περαιωθῇ ἐντὸς εὐλόγου χρονικοῦ διαστήματος μετὰ τὴν προαναφερθεῖσαν ἡμερομηνίαν ἀποπερατώσεως τοῦ ΕΡΓΟΣΤΑΣΙΟΥ διὰ τὴν ἔναρξιν τῆς λειτουργίας αὐτοῦ.

Ἄρθρον 26.

ΑΣΦΑΛΕΙΑ

Ο ΑΝΑΔΟΧΟΣ ὑποχρεοῦνται, ὅπως ἀσφαλίσῃ, διὰ λογαριασμὸν τοῦ ΕΡΓΟΔΟΤΟΥ, δι' ὅλην τὴν ἀξίαν αὐτῶν, ἅπαντα τὰ ἀποτελοῦντα τὸ ΕΡΓΟΣΤΑΣΙΟΝ μηχανήματα, ἐξοπλισμόν, καὶ ὑλικὰ ὡς καὶ τὰ ἐργαλεῖα ἀνεγέρσεως, ἐξαιρέσει τῶν πρώτων ὑλῶν καὶ ἄλλων ἀναλωσίμων ὑλικῶν παραγωγῆς. Ἡ ἀσφάλεια θὰ ἔχῃ τὴν συνήθη καὶ εὔλογον ἔκτασιν καὶ θὰ καλύπτῃ ὅλους τοὺς κινδύνους κατὰ τὴν μεταφορὰν, ἀποθήκευσιν, ἀνέγερσιν, ἔναρξιν λειτουργίας κατὰ τὴν πρώτην περίοδον λειτουργίας, συμπεριλαμβανομένων, πυρκαϊᾶς, κεραυνῶν, ἐκρήξεως, θραύσεως, ζημιῶν προκαλουμένων ἐξ ἀεροπλάνων, κλοπῆς, καθιζήσεων, σεισμῶν, θυέλλης, χαλάζης, παγετῶνος, πλημμυρῶν, ἀπεργιῶν, στάσεων, ἐπαναστάσεως, ἀπωλείας ἢ ζημίας.

Τὰ εἰς ἑκάστην περίπτωσιν ἀσφαλισθησόμενα ποσὰ θὰ καθορίζονται ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ,κατόπιν σχετικῶν προτάσεων ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ.

Ἐπὶ τῷ σκοπῷ ἐξασφαλίσεως, ὅπως ἡ ἀσφάλεια ρυθμισθῇ κατὰ τὸν οἰκονομικώτερον τρόπον ὑπὲρ τοῦ ΕΡΓΟΔΟΤΟΥ, αἱ συμβάσεις ἀσφαλείας θὰ συναφθῶσι μεθ' Ἑλληνικῶν ἢ διεθνῶν ἀσφαλιστικῶν ἑταιριῶν, ἀντιπροσωπευομένων ἐν Ἑλλάδι, κατόπιν λήψεως συναγωνιστικῶν προσφορῶν.

Ἡ ἀσφάλεια θὰ ἐνεργηθῇ εἰς συνάλλαγμα καὶ θὰ ἐπιτρέπεται ἡ διενέργεια τοῦ ἐμβάσματος τῶν ἀσφαλίστρων εἰς τὸ ἀκέραιον, μὴ ἐφαρμοζομένου ἐν προκειμένῳ τοῦ ὑπὸ τῶν διατάξεων τοῦ ἄρθρου 7, παράγραφος 6 τοῦ Νόμου 800]1957 καθοριζομένου ἀνωτάτου ὁρίου ποσοστοῦ ἐξ 65ο]ο τῶν ἀσφαλίστρων. Ἅπαντες οἱ κίνδυνοι, ἀναφορικῶς μὲ τὰ ἔργα Πολιτικοῦ Μηχανικοῦ, θέλουσι ἐπίσης συμπεριληφθῇ εἰς τὴν ὡς ἄνω ἀσφάλειαν, ἐκτὸς τῶν περιπτώσεων, καθ' ἃς τὰ συμβαλλόμενα μέρη συμφωνήσουν, ὅτι δι' ὡρισμένα ἐκ τῶν ἔργων τούτων μὴ ὑποκειμένων εἰς κινδύνους δὲν εἶναι ἀναγκαία ἡ ἀσφάλεια, ἢ ἐφ' ὅσον ὁ ΕΡΓΟΔΟΤΗΣ ἀπαλλάξῃ τὸν ΑΝΑΔΟΧΟΝ τῆς εὐθύνης αὐτῶν.

Ἅπασαι αἱ συμφώνως πρὸς τὰς διατάξεις τοῦ παρόντος ἄρθρου δαπάναι ἀσφαλίσεως θὰ βαρύνουν ἀποκλειστικῶς τὸν ΕΡΓΟΔΟΤΗΝ.

Ἄρθρον 27

ΟΡΓΑΝΩΣΙΣ

1. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ἐγκαταστήσῃ γραφεῖα ἐν Ἀθήναις καὶ εἰς τὸν τόπον τῶν ἔργων πρὸς στέγασιν τῶν ὑπηρεσιῶν του.

Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται ἐπίσης νὰ προσλάβῃ, δαπάναις τοῦ ΕΡΓΟΔΟΤΟΥ, τὸ ἀναγκαῖον διὰ τὴν μελέτην, δημοπράτησιν, ἀνάθεσιν εἰς Ἕλληνας ὑπεργολάβους, ἐπίβλεψιν, πιστοποίησιν καὶ παραλαβὴν τῶν ἔργων Πολιτ. Μηχανικοῦ, πάσης φύσεως ἀνώτερον καὶ κατώτερον τεχνικὸν καὶ διοικητικὸν προσωπικόν.

2. Ο ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ἐντὸς 6 μηνῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως, ὅπως γνωρίσῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ τὰ πρόσωπα, ἅτινα θὰ ἔχωσι πλήρη ἐξουσιοδότησιν νὰ ἀντιπροσωπεύσουν τοῦτον δι' ὅλα τὰ ζητήματα τὰ ἀφορῶντα εἰς τὴν ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ κανονικὴν ἐκτέλεσιν τῶν ὅρων τῆς παρούσης Συμβάσεως, ἐξαιρέσει τῶν περιπτώσεων, καθ' ἃς ἀπαιτεῖται συναίνεσις τοῦ ΑΝΑΔΟΧΟΥ πρὸς ἐκτέλεσιν προσθέτων προμηθειῶν ἢ ὑπηρεσιῶν ἢ παραίτησιν ἀπὸ δικαιωμάτων διὰ λογαριασμὸν τοῦ ΑΝΑΔΟΧΟΥ. Οἱ ἀντιπρόσωποι οὗτοι τοῦ ΑΝΑΔΟΧΟΥ θὰ δικαιοῦνται νὰ ἐπιζητῶσι τὴν ἔγκρισιν τῶν προϊσταμένων των. Οἱ οὕτω ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ ΑΝΑΔΟΧΟΥ δέον, ὅπως ἔχωσι τὰ γραφεῖα αὐτῶν ἐν Ἀθήναις καθ' ὅλην τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

3. Τὸν ΕΡΓΟΔΟΤΗΝ θὰ ἐκπροσωπῇ εἰς ὅλα τὰ ζητήματα τὰ ἀφορῶντα τὴν παροῦσαν Σύμβασιν Εἰδικὴ Προσωρινὴ Ὑπηρεσία.

4. Ὁ ΕΡΓΟΔΟΤΗΣ δικαιοῦται, ὅπως ὁρίσῃ ἀλλοδαπὸν Τεχνικὸν Σύμβουλον, πρόσωπον ἢ ἑταιρίαν, ὅστις θὰ ἐνεργῇ διὰ λογαριασμὸν τοῦ ΕΡΓΟΔΟΤΟΥ.

5. Ὁ ΕΡΓΟΔΟΤΗΣ δικαιοῦται ὅπως, διὰ τῶν ἀντιπροσώπων του παρακολουθῇ ἐν τῷ ἐργοταξίῳ ὅλας τὰς φάσεις τῆς ἀνεγέρσεως, τῆς θέσεως εἰς λειτουργίαν καὶ τῆς ἀρχικῆς λειτουργίας, δὲν δύναται ὅμως νὰ δίδῃ ἀπ' εὐθείας ὁδηγίας εἰς τὸ προσωπικὸν τοῦ ΑΝΑΔΟΧΟΥ ἢ τῶν ὑπεργολάβων.

6. Ὁ ΕΡΓΟΔΟΤΗΣ θὰ καταβάλῃ προσπάθειαν, ὅπως αἰτήσεις τοῦ ΑΝΑΔΟΧΟΥ ὑποβαλλόμεναι πρὸς Δημοσίας Ἀρχάς, Νομικὰ Πρόσωπα, Ο.Τ.Ε, κλπ, ἐγκρίνωνται κατὰ τὸν συντομώτερον δυνατὸν χρόνον.

Ἄρθρον 28.

ΛΟΓΙΣΤΙΚΟΝ

1. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ὀργανώσῃ καὶ λειτουργήσῃ, δαπάναις τοῦ ΕΡΓΟΔΟΤΟΥ,ἐπαρκῆ ὑπηρεσίαν Λογιστικοῦ διὰ τὰς δαπάνας εἰς συνάλλαγμα καὶ εἰς δραχμὰς, καθιστῶσαν δυνατὸν εἰς τὸν ΕΡΓΟΔΟΤΗΝ, ὅπως ἐλέγχῃ τὴν διαχείρησιν τῶν χρημάτων αὐτοῦ, ὅσον ἀφορᾶ τὰς ἀσφαλείας, τὰς μεταφοράς, τὴν ἐργασίαν ἀνεγέρσεως, τὰ ἔργα Πολιτικοῦ Μηχανικοῦ καὶ τὴν θέσιν εἰς λειτουργίαν.

Πρὸς τὸν ὡς ἄνω σκοπὸν ὁ ΑΝΑΔΟΧΟΣ θὰ τηρῇ ἐν Ἑλλάδι τὰ ἀπαραίτητα λογιστικὰ βιβλία, δικαιολογητικὰ καὶ ἄλλα στοιχεῖα, ἅτινα μετὰ τὴν ἀποπεράτωσιν τῆς κατασκευῆς τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως παραδώσῃ εἰς τὸν ΕΡΓΟΔΟΤΗΝ.

2. Ὁ ΕΡΓΟΔΟΤΗΣ ἔχει τὸ δικαίωμα, ὅπως εἰς πάντα χρόνον, κατὰ τὰς ὥρας ἐργασίας τοῦ Γραφείου, ἐπιθεωρῇ καὶ ἐλέγχῃ διὰ τῶν ὑπαλλήλων του ἢ τῶν ἀντιπροσώπων του τὰ λογιστικὰ βιβλία καὶ τὰ ἄλλα δικαιολογητικά, ἅτινα τηροῦνται ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ἐν Ἑλλάδι καὶ ἀφοροῦν τὸν ΕΡΓΟΔΟΤΗΝ.

Ἄρθρον 29.

ΕΠΙΣΤΟΛΑΙ, ΣΧΕΔΙΑ καὶ ΕΓΓΡΑΦΑ

1. Ἅπασαι αἱ ἐκατέρωθεν ἀνακοινώσεις, αἱ ἀφορῶσαι εἰς τὴν ἐκτέλεσιν τῆς παρούσης Συμβάσεως, δέον ὅπως ἀπευθύνωνται ἐγγράφως. Ἐπιστολαὶ τοῦ ΕΡΓΟΔΟΤΟΥ πρὸς τὸν ΑΝΑΔΟΧΟΝ δέον, ὅπως παραδίδωνται ἢ ἀποστέλλωνται εἰς τὰ ἐν Ἀθήναις Γραφεῖα τοῦ ΑΝΑΔΟΧΟΥ μετὰ δύο ἀντιτύπων συνημμένης ἐπισήμου μεταφράσεως εἰς τὴν Ἀγγλικὴν γλῶσσαν.

Ἐπιστολαὶ τοῦ ΑΝΑΔΟΧΟΥ πρὸς τὸν ΕΡΓΟΔΟΤΗΝ δέον, ὅπως παραδίδωνται ἢ ἀποστέλλωνται εἰς τὸ Γραφεῖον τῆς συσταθησομένης ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ διὰ τὸ ἔργον τοῦτο ὑπηρεσίας εἰς δύο ἀγγλικὰ ἀντίτυπα, ὑπογεγραμμένα, μετὰ συνημμένης εἰς διπλοῦν μεταφράσεως εἰς τὴν Ἑλληνικὴν γλῶσσαν, ἐφ' ὅσον θὰ προέρχωνται ἐκ τῶν ἐν Ἀθήναις Γραφείων τοῦ ΑΝΑΔΟΧΟΥ. Ἐπιστολαὶ τοῦ

ΑΝΑΔΟΧΟΥ, προερχόμεναι ἐκ τοῦ ἐξωτερικοῦ θὰ εἶναι συντεταγμέναι εἰς Ἀγγλικὴν γλῶσσαν μόνον.

2. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως ἐφοδιάσῃ τὸν ΕΡΓΟΔΟΤΗΝ μὲ τὰ κάτωθι σχέδια (ἅπαντα εἰς Ἀγγλικὴν γλῶσσαν).

α) Προκαταρκτικὰ σχέδια τῶν διαγραμμάτων διατάξεως, τῶν διαγραμμάτων λειτουργίας, σωληνώσεων καὶ διαγραμμάτων ὀργάνων, θεμελίων, σχεδίων τομῆς, βασικὰ μηχανολογικὰ σχέδια ἢ προδιαγραφὰς διὰ τὸν ἐξοπλισμόν, κλπ., δέον ὅπως ὑποβάλλωνται εἰς πέντε ἀντίγραφα εἰς τὸν ΕΡΓΟΔΟΤΗΝ.

β) Τελικὰ σχέδια καὶ στοιχεῖα ἐμφαίνοντα τὴν βασικὴν μελέτην τῶν θεμελίων, κτιρίων, ἀποχετεύσεων καὶ ἄλλων ἔργων Πολιτικοῦ Μηχανικοῦ δέον ὅπως ὑποβάλλωνται εἰς τὸν ΕΡΓΟΔΟΤΗΝ εἰς 5 ἀντίγραφα.

γ) Τελικὰ σχέδια διατάξεων, διαγραμμάτων ροῆς, σωληνώσεων καὶ διαγραμμάτων ὀργάνων, σχεδίων τομῆς, σχεδίων μηχανολογικῆς μελέτης καὶ ἅπαντα τὰ ἄλλα σχέδια καὶ στοιχεῖα τὰ ἀναγκαῖα διὰ τὴν λειτουργίαν, συντήρησιν καὶ κανονικὴν ἐπισκευὴν δέον ὅπως ὑποβάλλωνται εἰς τὸν ΕΡΓΟΔΟΤΗΝ εἰς δέκα ἀντίγραφα, πλέον ἑνὸς διαφανοῦς.

Εἰς τὸν ἀνωτέρω ἀριθμὸν ἀντιτύπων περιλαμβάνονται 3 ἀντίτυπα χρησιμοποιηθησόμενα ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ἐν Ἑλλάδι, ἅτινα θὰ παραδοθῶσι βραδύτερον εἰς τὸν ΕΡΓΟΔΟΤΗΝ.

Ἄρθρον 30.

ΦΟΡΟΛΟΓΙΚΑΙ ΚΑΙ ΔΑΣΜΟΛΟΓΙΚΑΙ ΑΠΑΛΛΑΓΑΙ-ΔΙΕΥΚΟΛΥΝΣΕΙΣ

1. Ἅπασαι αἱ ἐκ μέρους τοῦ ΕΡΓΟΔΟΤΟΥ πρὸς τὸν ΑΝΑΔΟΧΟΝ πληρωμαί, δυνάμει τῆς παρούσης Συμβάσεως, ἀπαλλάσσονται παντὸς φόρου, τέλους, τελῶν χαρτοσήμου, ἀμοιβῶν ἢ κρατήσεως οἱασδήποτε φύσεως καὶ πάσης ἄλλης ἐπιβαρύνσεως ἰσχυούσης ἤδη ἢ τυχὸν ἐπιβληθησομένης ἐν τῷ μέλλοντι ἐπ' αὐτῶν ἐν Ἑλλάδι.

2. Ο ΑΝΑΔΟΧΟΣ ἀπαλλάσσεται παντὸς εἰσαγωγικοῦ δασμοῦ, φόρου, τελῶν χαρτοσήμου, ἀμοιβῶν, κρατήσεων πάσης φύσεως καὶ ἄλλων ἐπιβαρύνσεων, ὑφισταμένων ἢ τυχὸν ἐπιβληθησομένων ἐν τῷ μέλλοντι ἐπὶ τῆς εἰσαγωγῆς παντὸς μηχανήματος, ἐξοπλισμοῦ, ἐργαλείων ἢ ὑλικοῦ διὰ τὴν ἐκτέλεσιν τοῦ διὰ τῆς παρούσης Συμβάσεως ἀναλαμβανομένου ἔργου.

3. Ὁ ΕΡΓΟΔΟΤΗΣ, ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως, ὑποχρεοῦται ὅπως ἐφαρμόσῃ σύστημα ἐκτελωνισμοῦ ἅπαντος τοῦ προοριζομένου διὰ τὸ παρὸν ἔργον ὑλικοῦ, ἐξασφαλίζων τὴν παραλαβὴν τοῦ τοιούτου ὑλικοῦ ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ἐντὸς ἀνωτάτου χρονικοῦ ὁρίου 8 ἡμερῶν ἀπὸ τῆς ἡμέρας ἀφίξεως τοῦ ὑλικοῦ ἐν Ἑλλάδι.

4. Τὰ καταβλητέα εἰς δραχμὰς ἐπιδόματα διαβιώσεως τοῦ ἀλλοδαποῦ προσωπικοῦ ἀπαλλάσσονται παντὸς φόρου, τέλους, τελῶν χαρτοσήμου ἢ ἄλλης κρατήσεως ὑφισταμένης ἢ τυχὸν ἐπιβληθησομένης ἐν τῷ μέλλοντι ἐν Ἑλλάδι.

5. Ὁ ΑΝΑΔΟΧΟΣ καὶ τὸ ἀλλοδαπὸν προσωπικὸν αὐτοῦ ἀπαλλάσσεται παντὸς φόρου, ἐπιβαρύνσεως, ἀμοιβῶν καὶ ἄλλων κρατήσεων ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ Νομικῶν Προσώπων Δημοσίου Δικαίου, Δήμων καὶ Κοινοτήτων καὶ παντὸς ἐξαγωγικοῦ ἢ εἰσαγωγικοῦ δασμοῦ ἐπὶ οἰκιακῶν εἰδῶν, αὐτοκινήτων καὶ ἄλλων ἀτομικῶν εἰδῶν τοῦ ΑΝΑΔΟΧΟΥ καὶ τοῦ ἀλλοδαποῦ προσωπικοῦ αὐτοῦ πρὸς χρῆσιν τούτων κατὰ τὴν διαμονὴν των ἐν Ἑλλάδι, ἐξαιρουμένων τροφίμων καὶ ποτῶν.

6. Ὁ ΕΡΓΟΔΟΤΗΣ, ἐντὸς 45 ἡμερῶν ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως θὰ καθορίσῃ τὰς ἀναγκαίας διατυπώσεις διὰ τὴν χορήγησιν τῶν ἀδειῶν εἰσαγωγῆς τῶν μηχανημάτων, εἰδῶν ἐξοπλισμοῦ, ἐργαλείων καὶ ὑλικῶν ἐκ τοῦ ἐξωτερικοῦ.

Ἐπίσης θὰ καθορίσῃ τὰς διατυπώσεις, αἵτινες θὰ ἐφαρμοσθοῦν διὰ τὴν χορήγησιν ἀδείας εἰσόδου παραμονῆς καὶ ἐργασίας εἰς Ἑλλάδα, ἐπιβαλλομένης ἐκ γενικωτέρων μέτρων ἀσφαλείας καὶ τῆς κειμένης ἐν Ἑλλάδι νομοθεσίας, εἰς τὸ ἀμέσως ἢ ἐμμέσως συνδεόμενον μὲ τὴν ἐκτέλεσιν τοῦ ἔργου ἀλλοδαπὸν προσωπικόν.

7. Ὁ ΕΡΓΟΔΟΤΗΣ ἅμα τῇ εἰδοποιήσει του ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ, ὅτι ἡ ἐκτέλεσις τοῦ ἔργου ἐπιβραδύνεται λόγῳ ὑφισταμένων περιορισμῶν ἐκ κανονισμῶν, διαταγῶν, διατυπώσεων ἢ ἄλλων ἐνεργειῶν Δημοσίων Ἀρχῶν, συνδεομένων μὲ τὴν ἐκτέλεσιν καὶ πρόοδον τοῦ ἔργου, θὰ λάβῃ τὰ ἀναγκαῖα μέτρα διὰ τὴν ἄρσιν παντὸς σχετικοῦ κωλύματος.

Ἄρθρον 31.

ΠΡΟΣΤΑΣΙΑ ΤΕΧΝΙΚΩΝ ΣΤΟΙΧΕΙΩΝ ΑΝΑΔΟΧΟΥ

1. Ἅπαντα τὰ ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ παρασχεθέντα τεχνικὰ ἔγγραφα, σχέδια, στοιχεῖα καὶ ἄλλαι τεχνικαὶ πληροφορίαι περὶ τῶν μονάδων λειτουργίας θεωροῦνται ὡς πνευματικὴ ἰδιοκτησία τοῦ ΑΝΑΔΟΧΟΥ. Ἀναπαραγωγαὶ ἐν ὅλῳ ἢ ἐν μέρει, ἢ ἀπομιμήσεις τῶν παραδοθεισῶν μονάδων τοῦ ΕΡΓΟΣΤΑΣΙΟΥ δὲν ἐπιτρέπονται ἀνευ ἐγγράφου ἀδείας.

Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται νὰ χρησιμοποιῇ τὰ τεχνικὰ στοιχεῖα τοῦ ΑΝΑΔΟΧΟΥ μόνον διὰ τὴν κατασκευήν, συντήρησιν, ἐπισκευὴν καὶ λειτουργίαν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, χωρὶς νὰ ἀνακοινώσῃ ταῦτα εἰς τρίτα πρόσωπα, ἑταιρείας, ἢ ὀργανισμούς, εἰ μὴ μόνον καὶ εἰς ἣν ἔκτασιν τοῦτο ἀπαιτεῖται διὰ τὴν ἐκπλήρωσιν τῶν ἀνωτέρω σκοπῶν. Ὁ ΕΡΓΟΔΟΤΗΣ θὰ μεριμνήσῃ ὅπως εἰς τὰς μετὰ τρίτων συμβάσεις ὑποχρεώνει τούτους, εἰς τοὺς αὐτοὺς κανόνας ἐχεμυθείας.

2. Ὁ ΕΡΓΟΔΟΤΗΣ, κατόπιν ἐγγράφου αἰτήσεως τοῦ ΑΝΑΔΟΧΟΥ, θὰ ἐπιτρέπῃ εἰς ἐνδιαφερόμενα πρόσωπα τὴν ἐπίσκεψιν εἰς τὸ ΕΡΓΟΣΤΑΣΙΟΝ. Ὁ ΑΝΑΔΟΧΟΣ δικαιοῦται, ὅπως φωτογραφήσῃ τὸ ΕΡΓΟΣΤΑΣΙΟΝ καί, κατόπιν ἐγκρίσεως τοῦ ΕΡΓΟΔΟΤΟΥ, χρησιμοποιήσῃ τὰς ληφθείσας φωτογραφίας διὰ διαφημιστικοὺς σκοπούς.

Ἄρθρον 32.

ΜΕΤΑΒΙΒΑΣΙΣ ΔΙΚΑΙΩΜΑΤΩΝ

Ὁ ΕΡΓΟΔΟΤΗΣ δικαιοῦται, κατὰ τὸ χρονικὸν διάστημα τῆς ἰσχύος τῆς παρούσης Συμβάσεως, ὅπως ἀναθέσῃ ἢ μεταβιβάσῃ τὰ δικαιώματά του ἐπὶ τοῦ ΕΡΓΟΣΤΑΣΙΟΥ εἰς τρίτον πρόσωπον, δὲν δύναται ὅμως νὰ μεταβιβάσῃ τὰς συμφώνως τῇ παρούσῃ Συμβάσει ὑποχρεώσεις αὐτοῦ ἔναντι τοῦ ΑΝΑΔΟΧΟΥ, ἄνευ τῆς ἐγγράφου συναινέσεως αὐτοῦ.

Εἰς ἣν περίπτωσιν ὁ ΕΡΓΟΔΟΤΗΣ ἀναθέσῃ διὰ συμβάσεως τὴν λειτουργίαν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ εἰς τρίτον πρόσωπον, τοῦτο θὰ δικαιοῦται νὰ ἐξετάζῃ τὰς ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ παραδοθείσας μελέτας κ.λ.π. διὰ τὴν ἀνέγερσιν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ ἐν συνεργασίᾳ μετὰ τοῦ ΑΝΑΔΟΧΟΥ, καὶ τῶν Συμβούλων τοῦ ΕΡΓΟΔΟΤΟΥ καὶ νὰ παρακολουθήσῃ τὴν κατασκευὴν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ, συμφώνως πρὸς τὰς διατάξεις τῆς παρούσης Συμβάσεως.

2. Ὁ ΑΝΑΔΟΧΟΣ δὲν δύναται νὰ μεταβιβάσῃ τὰ ἐκ τῆς παρούσης Συμβάσεως ἀπορρέοντα δικαιώματα καὶ ὑποχρεώσεις του εἰς τρίτον πρόσωπον ἢ νὰ ἀναθέσῃ εἰς τρίτον πρόσωπον τὴν ἐκτέλεσιν τοῦ ὅλου ἔργου, ἄνευ εἰδικῆς ἐγγράφου ἐγκρίσεως τοῦ ΕΡΓΟΔΟΤΟΥ. Ὁ περιορισμὸς οὗτος δὲν περιλαμβάνει μεταβίβασιν δικαιωμάτων, ὅσον ἀφορᾷ ζητήματα ἀναχρηματοδοτήσεως σχετικὰ μὲ τὸ ἐν λόγῳ ἔργον, ὀπισθογράφησιν ἐγγράφων ἀξιῶν ἢ τὴν μεταβίβασιν τῶν δικαιωμάτων τοῦ ΑΝΑΔΟΧΟΥ ἐξ ὀφειλομένων τόκων.

Ἄρθρον 33.

ΑΝΩΤΕΡΑ ΒΙΑ

Οἱαδήποτε καθυστέρησις ἢ παράλειψις ἐκτελέσεως τῶν ὅρων τῆς παρούσης Συμβάσεως ὑφ' ἑκατέρου τῶν συμβαλλομένων, ἐκτὸς τῆς ὑποχρεώσεως πληρωμῶν κατὰ τὰς ἡμερομηνίας καθ' ἃς αὗται ὀφείλονται, θὰ συγχωρῆται, ἐάν καὶ καθ' ὅ μέτρον, ὀφείλεται εἰς γεγονότα ἐκτὸς τοῦ ἐλέγχου τοῦ πληττομένου μέρους κείμενα, συμπεριλαμ-

βανομένων, οὐχὶ ὅμως περιοριστικῶς, θεομηνιῶν, πυρκαϊῶν, πλημμυρῶν, ἐκρήξεων, πολέμου. Ὁ ΑΝΑΔΟΧΟΣ δὲν θὰ θεωρηθῇ ὑπεύθυνος, δυνάμει τοῦ παρόντος, διὰ καθυστερήσεις καὶ διακοπὰς ἐργασίας ὀφειλομένας εἰς ἐνεργείας ἢ παραλείψεις τοῦ ΕΡΓΟΔΟΤΟΥ ἢ τῶν ὑπαλλήλων αὐτοῦ, καὶ τῶν Ἑλλήνων ὑπεργολάβων. Καθυστερήσεις ὀφειλόμεναι εἰς κλοπὴν ἢ θραῦσιν τοῦ ἐξοπλισμοῦ κατὰ τὴν μεταφορὰν ἢ ἐγκατάστασιν αὐτοῦ ἐπιφέρουσι τὰ αὐτὰ ἀποτελέσματα, ὡς ἡ ἀνωτέρα βία.

Ἐν ᾗ περιπτώσει, λόγῳ γεγονότων ἀνωτέρας βίας, ὁ ΑΝΑΔΟΧΟΣ ἐμποδισθῇ ὁριστικῶς, ὅπως ἐκπληρώσῃ τὰς ὑπὸ τῆς παρούσης Συμβάσεως προβλεπομένας ὑποχρεώσεις του διὰ τὴν χορήγησιν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ καὶ παροχὴν ὑπηρεσιῶν, ὁ ΕΡΓΟΔΟΤΗΣ συμφωνεῖ νὰ καταβάλῃ πλήρως τὴν ἀξίαν τῶν παραδοθέντων ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ὡς καὶ τῶν παρασχεθεισῶν ὑπηρεσιῶν, συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης Συμβάσεως. Ἐν ᾗ περιπτώσει, λόγῳ ἀνωτέρας βίας, ὁ ΕΡΓΟΔΟΤΗΣ ἐμποδίζεται ὁριστικῶς νὰ ἀποδεχθῇ τὴν περαιτέρω χορήγησιν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ ἐκ μέρους τοῦ ΑΝΑΔΟΧΟΥ, ἢ ἐν περιπτώσει καθ' ἣν ὁ ΑΝΑΔΟΧΟΣ, λόγῳ ἀνωτέρας βίας, ἐμποδίζεται ὁριστικῶς, ὅπως συνεχίσῃ τὴν παράδοσιν τῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ, ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται νὰ καταβάλῃ εἰς αὐτόν, πλὴν τῆς ἀξίας τῶν παραδοθέντων ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ καὶ τὴν ἀξίαν τῶν ὑπὸ κατασκευὴν τοιούτων, ἣν ταῦτα θὰ ἔχουν κατὰ τὴν ἡμέραν τῆς ἐκτελέσεως τῶν γεγονότων ἀνωτέρας βίας, τοῦ ΑΝΑΔΟΧΟΥ ὑποχρεουμένου, ὅπως φυλάξῃ, διὰ λογαριασμὸν τοῦ ΕΡΓΟΔΟΤΟΥ, τὰ ὑπὸ κατασκευὴν ΥΛΙΚΑ καὶ ΕΞΟΠΛΙΣΜΟΝ εἰς ὃ στάδιον διεκόπη ἡ κατασκευή των ἢ διαθέσῃ ταῦτα συμφώνως πρὸς τὰς ἐντολὰς τοῦ ΕΡΓΟΔΟΤΟΥ. Ἡ ἐκτίμησις τῆς ἀξίας τῶν ἡμιτελῶν ΥΛΙΚΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ κατὰ τὴν ἡμέραν τῆς ἐπελεύσεως τῶν γεγονότων ἀνωτέρας βίας θὰ ἐνεργηθῇ ὑπὸ τῶν Οἴκων ἐπιβλέψεως VERITAS. ἢ BRITISH LLOYD

Ἄρθρον 34.

ΔΙΑΙΤΗΣΙΑ

Πᾶσα διαφορά, διένεξις ἢ διαφωνία ἀναφυομένη μεταξὺ τῶν συμβαλλομένων ἐξ ἐφαρμογῆς τῆς παρούσης Συμβάσεως καὶ ἀφορῶσα τὴν ἐκτέλεσιν ἢ ἑρμηνείαν τῶν ὅρων αὐτῆς καὶ τὴν ἔκτασιν τῶν ἐκ ταύτης δικαιωμάτων καὶ ὑποχρεώσεων τῶν συμβαλλομένων λύεται ἀποκλειστικῶς διὰ διαιτησίας ἐκ τριῶν διαιτητῶν, κατὰ τὴν ἀκόλουθον διαδικασίαν:

Ὁ αἰτῶν τὴν διαιτησίαν δι' ἐγγράφου ἀπευθυνομένου καὶ κοινοποιουμένου πρὸς τὸν ἕτερον τῶν συμβαλλομένων καθορίζει ἐπακριβῶς τὸ ἀντικείμενον τῆς διαφορᾶς, διενέξεως ἢ διαφωνίας καὶ διορίζει τὸν διαιτητήν αὐτοῦ, προσκαλῶν καὶ τὸν ἕτερον συμβαλλόμενον, ὅπως προβῇ εἰς τὸν διορισμὸν τοῦ διαιτητοῦ αὐτοῦ. Ὁ πρὸς ὃν ἡ κοινοποίησις ἀντισυμβαλλόμενος ὑποχρεοῦται, ὅπως, ἐντὸς προθεσμίας 30 ἡμερῶν ἀπὸ τῆς κοινοποιήσεως, δι' ἐγγράφου ἀπευθυνομένου καὶ κοινοποιουμένου πρὸς τὸν αἰτοῦντα τὴν διαιτησίαν, διορίσῃ τὸν διαιτητὴν αὐτοῦ.

Ἐὰν ὁ πρὸς ὃν ἡ κοινοποίησις ἀντισυμβαλλόμενος παραλείψῃ νὰ διορίσῃ τὸν διαιτητὴν αὐτοῦ ἐντὸς τῆς ἀνωτέρω προθεσμίας, τὸν δεύτερον διαιτητὴν διορίζει ὁ Πρόεδρος τῶν ἐν Ἀθήναις Ἐφετῶν τῇ αἰτήσει τοῦ ἐπισπεύδοντος τὴν διαιτησίαν.

Οἱ διορισθέντες διαιτηταὶ ὑποχρεοῦνται, ὅπως ἐντὸς 30 ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ τοῦ δευτέρου διαιτητοῦ, ἐκλέξωσιν, κοινῇ συμφωνίᾳ, τὸν τρίτον διαιτητήν, ὅστις θὰ εἶναι ὁ Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου. Οἱ τρεῖς διαιτηταὶ δὲν θὰ ἔχουν συμφέρον εἰς τὸ ὑπὸ κρίσιν θέμα καὶ κατ' οὐδένα τρόπον ἔχουν οἰκονομικὸν τι συμφέρον εἰς τὴν παροῦσαν Σύμβασιν, ἢ εἰς τὰς ἐπιχειρήσεις τοῦ ΕΡΓΟΔΟΤΟΥ ἢ τοῦ ΑΝΑΔΟΧΟΥ. Μὴ συμφωνούντων τῶν διαιτητῶν εἰς τὸ πρόσωπον τοῦ τρίτου διαιτητοῦ, ἢ παρελθούσης ἀπράκτου τῆς πρὸς διορισμὸν αὐτοῦ προθεσμίας, ὡς Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου ὁρίζεται ὁ Πρόεδρος τοῦ Ἀρείου Πάγου, καὶ τούτου ἀπόντος ἢ κωλυομένου ὁ νόμιμος αὐτοῦ ἀναπληρωτής. Οἱ διαιτηταὶ ὀφείλουσι ὅπως, ἐντὸς προθεσμίας δύο (2) μηνῶν ἀπὸ τῆς συγκροτήσεως τοῦ Διαιτητικοῦ Δικαστηρίου ἐκδόσωσι τὴν ἀπόφασίν των.

Ἡ προθεσμία αὕτη δύναται νὰ παραταθῇ κοινῇ συμφωνίᾳ τῶν συμβαλλομένων.

Οἱ διαιτηταὶ κρίνοντες EX AEQUO ET BONO δὲν δεσμεύονται ὑπὸ εἰδικοῦ τινὸς νόμου ἢ οἱωνδήποτε κανόνων διαδικασίας κατὰ τὴν ἐκτέλεσιν τῆς διαιτησίας. Οὗτοι ἔχουσι τὸ δικαίωμα ἀκροάσεως μαρτύρων, διενεργείας ἐπιθεωρήσεων, ἐντολῆς διὰ τὴν ἐκτέλεσιν πραγματογνωμοσύνης, δικαιούμενοι ἐπίσης, ὅπως λαμβάνουν ὑπ' ὄψιν των οἱανδήποτε ἀπόδειξιν. Ἐν περιπτώσει διαφωνίας ἐπὶ θεμάτων τεχνικῆς ἢ τεχνολογικῆς φύσεως τὸ διαιτητικὸν δικαστήριον ὑποχρεοῦται, τῇ αἰτήσει ἑνὸς τῶν συμβαλλομένων μερῶν, νὰ ζητήσῃ τὴν γνωμοδότησιν ἑνὸς εἰδικοῦ ἐμπειρογνώμονος, ἐθνικότητος Ἑλβετικῆς ἢ Σουηδικῆς καὶ ἐν ἀνυπαρξίᾳ τοιούτου ἐξ ἄλλης οὐδετέρας Χώρας.

Ἐν περιπτώσει ἀρνήσεως ἢ κωλύματος τινὸς τῶν διαιτητῶν, ὅπως ἐξακολουθήσωσι τὴν διαιτησίαν, ἀντικαθίσταται οὗτος κατὰ τὴν τηρηθεῖσαν διὰ τὸν διορισμὸν του διαδικασίαν. Εἰς τὴν περίπτωσιν ταύτην ἡ προθεσμία πρὸς ἔκδοσιν τῆς διαιτητικῆς ἀποφάσεως ἀναστέλλεται διὰ τὸ χρονικὸν διάστημα ἀπὸ τῆς ἡμερομηνίας ἐκδηλώσεως τοῦ κωλύματος, τῆς ἡμερομηνίας ταύτης βεβαιουμένης διὰ πράξεως ὑπογραφομένης ὑπὸ τῶν μὴ κωλυομένων διαιτητῶν, μέχρι τῆς ἀντικαταστάσεως τοῦ κωλυομένου ἢ ἀρνουμένου νὰ συνεχίσῃ τὴν διαιτησίαν διαιτητοῦ. Ἡ ἄρνησις τινὸς τῶν διαιτητῶν, ὅπως ὑπογράψῃ τὴν διαιτητικὴν ἀπόφασιν δὲν ματαιοῖ τὴν διαιτησίαν.

Ἡ ἀπόφασις τῶν διαιτητῶν εἶναι ὁριστική, τελεσίδικος καὶ ἀμετάκλητος, μὴ ὑποκειμένη εἰς οὐδὲν τακτικὸν ἢ ἔκτακτον ἔνδικον μέσον. Κατ' αὐτῆς δὲν χωρεῖ ἀκυρωτικὴ τῆς διαδικασίας ἀγωγὴ οὐδ' ἀνακοπὴ κατὰ τοῦ ἐντάλματος ἐκτελέσεως.

Τὰ ἔξοδα τῆς διαιτησίας καὶ ἡ ἀποζημίωσις τῶν διαιτητῶν καθοριζόμενα ὑπὸ τῆς διαιτητικῆς ἀποφάσεως, βαρύνουσι τὸν ἡττώμενον ἐν τῇ διαδικασίᾳ διάδικον.

Ἄρθρον 35.

ΝΟΜΟΘΕΣΙΑ

1. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται, ὅπως κατὰ τὴν ἐκτέλεσιν τοῦ ἔργου τῆς παρούσης Συμβάσεως, συμμορφοῦται πρὸς τοὺς ἐν Ἑλλάδι ἰσχύοντας νόμους καὶ ἐκ τῆς ἐργατικῆς νομοθεσίας πρὸς τὰς διατάξεις περὶ μέτρων ἀσφαλείας τῶν ἐργαζομένων. Ὁ ΑΝΑΔΟΧΟΣ ἀπαλλάσσεται πάσης ὑποχρεώσεως ἐκ τῶν ὑφισταμένων ἐργατικῶν ἢ ἄλλων νόμων, τῶν ἀφορώντων τὴν πρόσληψιν καὶ ἀπόλυσιν τῶν ἐργατῶν καὶ ὑπαλλήλων, προστασίαν πολεμιστῶν ἢ ἐφέδρων, ὡς καὶ πάσης ἐν γένει διατάξεως νόμων, ἀφορώσης τὴν προστασίαν εἰδικῶν κατηγοριῶν ἐργατῶν ἢ ὑπαλλήλων. Ὁ ΕΡΓΟΔΟΤΗΣ θὰ φροντίσῃ διὰ τὴν ἔκδοσιν ὅλων τῶν ἀπαιτουμένων ἀποφάσεων τοῦ Ὑπουργείου Ἐργασίας ἐπιτρεπουσῶν τῶν πέραν τῶν κεκανονισμένων ὡρῶν καὶ τὴν κατὰ τὰς Κυριακὰς καὶ ἐξαιρεσίμους ἡμέρας ἐργασίαν διὰ τὴν κατασκευὴν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

2. Ἅπαν τὸ χρησιμοποιηθησόμενον ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ προσωπικὸν ἐν Ἑλλάδι δέον νὰ τύχῃ τῆς ἐγκρίσεως τῶν ἁρμοδίων Ἑλληνικῶν Δημοσίων Ἀρχῶν, ἀπὸ ἀπόψεως ἀσφαλείας. Ὁ ΕΡΓΟΔΟΤΗΣ δικαιοῦται νὰ μὴ παράσχῃ τοιαύτην ἔγκρισιν ἢ νὰ ζητήσῃ τὴν ἀπομάκρυνσιν διὰ λόγους ἀσφαλείας οἱουδήποτε προσώπου χρησιμοποιουμένου ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ἢ τῶν ὑπεργολάβων αὐτοῦ.

Ἄρθρον 36.

ΚΑΤΑΓΓΕΛΙΑ ΤΗΣ ΣΥΜΒΑΣΕΩΣ

Εἰς ἣν περίπτωσιν ὁ ΑΝΑΔΟΧΟΣ δὲν ἀρχίσῃ ἢ δὲν συνεχίσῃ ἐκπληρῶν τὰς ὑπ' αὐτοῦ ἀναληφθείσας ὑποχρεώσεις, συμφώνως πρὸς τὴν παροῦσαν Σύμβασιν, καὶ

ὁ Ἐργοδότης, ἐν ὄψει τῶν πραγματικῶν δημιουργηθεισῶν συνθηκῶν, ἀποδείξῃ ὅτι διὰ λόγους, δι' οὓς ὁ ΑΝΑΔΟΧΟΣ τυγχάνει ὑπεύθυνος, οὗτος περιῆλθεν εἰς ἀδυναμίαν ὅπως ἀποπερατώσῃ τὸ ἔργον ἐντὸς εὐλόγου προθεσμίας, ὁ ΕΡΓΟΔΟΤΗΣ δικαιοῦται νὰ καταγγείλῃ τὴν παροῦσαν Σύμβασιν, δι' ἐγγράφου ἀνακοινώσεως ἀποστελλομένης διὰ συστημένης ἐπιστολῆς εἰς τὴν ἕδραν τοῦ ΑΝΑΔΟΧΟΥ.

Ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται, ὅπως τρεῖς μῆνας πρὸ τῆς τοιαύτης καταγγελίας, εἰδοποιήσῃ τὸν ΑΝΑΔΟΧΟΝ διὰ συστημένης ἐπιστολῆς ἀποστελλομένης εἰς τὴν ἕδραν αὐτοῦ, ὅτι προτίθεται νὰ καταγγείλῃ τὴν Σύμβασιν, ἐξηγῶν συνάμα λεπτομερῶς τοὺς λόγους τῆς τοιαύτης καταγγελίας. Ἐὰν ὁ ΑΝΑΔΟΧΟΣ, κατὰ τὸ χρονικὸν διάστημα τῶν τριῶν μηνῶν, συμμορφωθεῖ μετὰ πάσης δυνατῆς ἐπιμελείας πρὸς τὰ οὕτω διατυπωθέντα δικαιολογημένα αἰτήματα τοῦ ΕΡΓΟΔΟΤΟΥ, τὸ δικαίωμα αὐτοῦ καταγγελίας τῆς Συμβάσεως αἴρεται.

Περὶ ἄλλων τυχὸν συνεπειῶν προκυπτουσῶν ἐκ τῆς τοιαύτης λήξεως τῆς Συμβάσεως ἀποφασίζει τὸ Διαιτητικὸν Δικαστήριον, τῇ αἰτήσει τοῦ ἐγείροντος ἀξιώσεις συμβαλλομένου μέρους.

Ἄρθρον 37.

ΠΑΡΑΡΤΗΜΑΤΑ

Ἅπαντα τὰ συνημμένα τῇ παρούσῃ παραρτήματα τελοῦν ἀναπόσπαστα μέρη τῆς παρούσης Συμβάσεως.

Τὰ παραρτήματα ταῦτα εἶναι :

ΠΑΡΑΡΤΗΜΑ Α — Τεχνικαὶ προδιαγραφαί
ΠΑΡΑΡΤΗΜΑ Β — Πρῶται ὕλαι καὶ βοηθητικαὶ ὕλαι
ΠΑΡΑΡΤΗΜΑ C — Ἕτοιμα προϊόντα καὶ ἄχρηστα κατάλοιπα
ΠΑΡΑΡΤΗΜΑ D — Κλιματικαὶ συνθῆκαι
ΠΑΡΑΡΤΗΜΑ Ε — Κώδικες καὶ πρότυπα
ΠΑΡΑΡΤΗΜΑ F — Κανονισμοὶ διὰ τὰς εἰς δραχμὰς πληρωμὰς
ΠΑΡΑΡΤΗΜΑ G — Κατάλογος ἐργαλείων καὶ μέσων ἀνεγέρσεως
ΠΑΡΑΡΤΗΜΑ Η — Σχέδια ἐγγυητικῶν ἐπιστολῶν.
ΠΑΡΑΡΤΗΜΑ J — Πίναξ Ἑλληνικοῦ εἰδικευμένου προσωπικοῦ διὰ τὰ ἔργα ἀνεγέρσεως
ΠΑΡΑΡΤΗΜΑ Κ — Κατάλογος ἐργαστηριακοῦ ἐξοπλισμοῦ
ΠΑΡΑΡΤΗΜΑ L — Πρωτόκολλον ἀγορᾶς Ἑλληνικῶν καπνῶν.

Ἄρθρον 38.

ΓΛΩΣΣΑ

Ἡ παροῦσα Σύμβασις συνετάγη εἰς Ἀγγλικὴν καὶ Ἑλληνικὴν γλῶσσαν ἀμφοτέρων τῶν κειμένων ἐχόντων τὴν αὐτὴν ἰσχύν, πλὴν τῶν Παραρτημάτων Α καὶ G ἅτινα συνετάγησαν μόνον εἰς τὴν Ἀγγλικήν.

Ἄρθρον 39.

ΗΜΕΡΟΜΗΝΙΑ ΕΝΑΡΞΕΩΣ ΙΣΧΥΟΣ ΤΗΣ ΣΥΜΒΑΣΕΩΣ

Ἡ παροῦσα Σύμβασις, ἀπηλλαγμένη τελῶν χαρτοσήμου, ἰσχύει ἀπὸ τῆς ἡμερομηνίας τῆς δημοσιεύσεώς της εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως.

Εἰς ἣν περίπτωσιν ἡ παροῦσα Σύμβασις δὲν δημοσιευθῇ εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως μέχρι τῆς 15ης Ἀπριλίου 1960 ὁ ΑΝΑΔΟΧΟΣ δικαιοῦται νὰ ὑπαναχωρήσῃ τῆς Συμβάσεως, δι' ἐγγράφου πρὸς τοῦτο ἀνακοινώσεως πρὸς τὸν ΕΡΓΟΔΟΤΗΝ.

Διὰ τὸ Ἑλληνικὸν Δημόσιον
Ὁ Ὑπουργὸς Συντονισμοῦ
Α. ΠΡΩΤΟΠΑΠΑΔΑΚΗΣ

Ὁ Ὑπουργὸς Βιομηχανίας
Ν. ΜΑΡΤΗΣ

Διὰ τὸν Ἀνάδοχον
ZYGMUNT FURTAK
BOGDAN SUCHOWIAK

ΠΑΡΑΡΤΗΜΑ Β.

ΠΡΟΔΙΑΓΡΑΦΑΙ ΠΡΩΤΩΝ ΥΛΩΝ ΚΑΙ ΒΟΗΘΗΤΙΚΩΝ ΥΛΩΝ

1. Σακχαρότευτλα

Τὰ σακχαρότευτλα θὰ προέρχωνται ἀπὸ τὴν γειτονικὴν περιοχήν, μεταφερόμενα ἐν μέρει διὰ φορτηγῶν αὐτοκινήτων καὶ ἐν μέρει σιδηροδρομικῶς. Ὁ ἐξοπλισμὸς παραλαβῆς τῶν τεύτλων δι' ἕκαστον τῶν δύο τούτων μέσων μεταφορᾶς θέλει σχεδιασθῆ οὕτως ὥστε νὰ δύνανται νὰ παραδίδωνται μέχρις 100 % τῆς συνολικῆς ποσότητος σακχαροτεύτλων διὰ φορτηγῶν αὐτοκινήτων καὶ μέχρι 50 % τῆς συνολικῆς ποσότητος σακχαροτεύτλων διὰ Σιδηροδρόμου, λαμβανομένου ὑπ' ὄψιν ὅτι τὰ τεῦτλα θὰ παραδίδωνται ἐπὶ 12 ἕως 16 ὥρας ἡμερησίως, ἐπὶ 6 ἡμέρας ἑκάστην ἑβδομάδα.

Αἱ ἰδιότητες τῶν τεύτλων δυνατὸν νὰ κυμαίνωνται μεταξὺ λίαν εὐρέων ὁρίων. Αἱ ἐν τῇ Συμβάσει προβλεπόμεναι ἐγγυήσεις βασίζονται ἐπὶ τῶν κατωτέρω προδιαγραφῶν τῶν σακχαροτεύτλων : Μέγιστον ὅριον γεωδῶν προσμίξεων : 20 % ἐπὶ τῶν παραδιδομένων τεύτλων. Μέγιστος μέσος ὅρος περιεκτικότητος εἰς σάκχαρον ἀνὰ 24ωρον : 17 % ἐπὶ τῶν καθαρῶν τεύτλων (μετρούμενον εἰς τὰ τεμάχια).

Αἱ ἰδιότητες τῶν τεύτλων δέον νὰ ἀνταποκρίνωνται εἰς τὰ ὑπὸ τῆς βιομηχανίας σακχάρεως καθοριζόμενα ὡς ὑγιᾶ τεῦτλα, ἐπὶ παραδείγματι τεῦτλα ἔχοντα σάρκωμα οὐχὶ ὀλιγώτερον ἀπὸ 4,5 % κατὰβάρος, καὶ περιεκτικότητα εἰς ἰνβερτοσάκχαρον οὐχὶ μεγαλυτέραν τῶν 0,5 % ἐπὶ τῆς ξηρᾶς οὐσίας τοῦ χυμοῦ τεύτλων τοῦ προκύπτοντος ἐκ τῆς πιέσεως τῶν τεμαχίων ὡς καὶ τεμαχισμένα τεῦτλα μὲ ἀριθμὸν SILIN τουλάχιστον 16 ἐνῶ τὸ ποσοστὸν τῶν τεμαχισμένων τεύτλων, διαστάσεων κάτω τοῦ 1 ἑκατοστομέτρου δὲν πρέπει νὰ ὑπερβαίνῃ τὸ 6 % τοῦ δείγματος.

Αἱ ἐγγυήσεις αἱ ἀναφερόμεναι εἰς τὸ πρῶτον ἐδάφιον τῆς παραγρ. 4α τοῦ ἄρθρου 25 τῆς Συμβάσεως, παρέχονται ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ περιεκτικότης εἰς τέφραν (καθοριζομένη δι' ἀγωγιμότητος) τοῦ ἐκ τῆς πιέσεως τῶν τεμαχίων τεύτλων προκύπτοντος χυμοῦ, δὲν ὑπερβαίνει ποσοστὸν 2,5 % ἐπὶ τῆς σακχάρεως (προσδιοριζομένης πολωσιμετρικῶς).

2. Μαζούτ

Τὸ μαζοὺτ θὰ παραδίδεται ἐντὸς βυτιοφόρων βαγονίων σιδηροδρομικῆς γραμμῆς κανονικοῦ πλάτους.

Ἡ ποιότης θὰ ἀνταποκρίνεται εἰς βαρὺ πετρέλαιον BUNKER C παραγόμενον ἐκ τοῦ ἀργοῦ πετρελαίου Μέσης Ἀνατολῆς.

Αἱ ἐγγυήσεις διὰ τὸ λεβητοστάσιον βασίζονται ἐπὶ τῶν κατωτέρω προδιαγραφῶν τοῦ μαζούτ :

Κατωτέρα θερμιδικὴ ἱκανότης :	Ἐλάχιστον 9800 KCAL/KG
Θεῖον :	Μέγιστον 3 %
Ἰξῶδες εἰς 136° C :	2° E

3. Ἀσβεστόλιθος :

Ὁ ἀσβεστόλιθος θὰ παραδίδεται ἐκ τοπικῶν ὀρυχείων καὶ θὰ μεταφέρεται εἰς τὸ ΕΡΓΟΣΤΑΣΙΟΝ διὰ φορτηγῶν αὐτοκινήτων.

Ὁ παραδιδόμενος ἀσβεστόλιθος δέον ὅπως πληροῖ τὰς κάτωθι προδιαγραφάς :

Μέγεθος τεμαχίων :		120–150 χιλστ.
CO_2	:	ἐλάχιστον 42 %
CaO	:	ἐλάχιστον 54 %
MgO	:	μέγιστον 3 %
SiO_2	:	μέγιστον 0,75 %
R_2O	:	μέγιστον 0,50 %
Εἰδικὸν βάρος		2,2 — 2,5

4. Κώκ :

Τὸ κὼκ θὰ παραδίδεται εἰς τὸ ΕΡΓΟΣΤΑΣΙΟΝ ἐντὸς βαγονίων σιδηροδρομικῆς γραμμῆς κανονικοῦ πλάτους.

Τὸ παραδιδόμενον Κὼκ δέον ὅπως πληροῖ τὰς κάτωθι προδιαγραφάς : Τύπος : Σκληρὸν κὼκ ὑψικαμίνου (Γερμα-

νικὴ Προδιαγραφὴ HUTTEN KOKS), πλυμένον κανονικοῦ μεγέθους,
Θερμοκρασία ἐναύσεως ("Ανευ μελανῶν κηλίδων) : ἐλαχίστη : 750 ° C
Ὑγρασία : 5—10 %
Τέφρα : Μεγίστη 10 %
Μέγεθος τεμαχίων : 40–60 χλστ.
Κατωτέρα θερμιδικὴ ἱκανότης : Ἐλάχιστον 6500 KCAL/Kg
Θεῖον : Μέγιστον 1 %

5. Χημικαὶ οὐσίαι:

Φορμαλδεΰδη
Ἀνθρακικὸν Νάτριον
Φωσφορικὸν Τρινάτριον
Ὑδροχλωρικὸν ὀξύ
Ἐνεργὸς ἄνθραξ
Οὐλτραμαρίνη
Ὑλικὸν διηθήσεως.

Αἱ προδιαγραφαὶ τῶν ἀνωτέρω χημικῶν οὐσιῶν θὰ δοθοῦν ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ οὐχὶ βραδύτερον τῶν 8 μηνῶν ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς Συμβάσεως.

6. Σάκκοι σακχάρεως καὶ ξηροῦ πολτοῦ

Προβλέπονται ραμμένοι χαρτόσακκοι τῶν 50 χιλιογράμ.
Ἐὰν προτιμηθοῦν ἕτεροι τύποι σάκκων ὡς π. χ. σάκκοι VALVE ἡ χρησιμοποίησις τούτων θέλει ἀποφασισθῆ ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ ἐντὸς τριῶν μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς Συμβάσεως.

7. Ἠλεκτρικὴ ἐνέργεια:

Θὰ παρέχεται ἠλεκτρικὴ ἐνέργεια ὑπὸ τάσιν 15KV ± 10 % καὶ 50 περιόδων ἀνὰ δευτερόλεπτον εἰς βαθμὸν ἀποδόσεως τοὐλάχιστον 500 KVA.

8. Γλυκὺ ὕδωρ:

Τὸ γλυκὺ ὕδωρ θὰ λαμβάνηται ἐκ τοῦ ποταμοῦ Στρυμῶνος. Ἐφ' ὅσον ἀπαιτηθῆ συμπλήρωσις, θὰ λαμβάνεται ὕδωρ καὶ ἐξ ἄλλων πηγῶν.
Ἡ ἐλαχίστη παροχὴ ὕδατος τοῦ ποταμοῦ τούτου κατὰ μῆνας ἔχει ὡς ἑξῆς:

Ἰούνιος	48	μ3	ἀνὰ	δευτερόλεπτον
Ἰούλιος	14	μ3	»	»
Αὔγουστος	7	μ3	»	»
Σεπτέμβριος	8	μ3	»	»
Ὀκτώβριος	36	μ3	»	»
Νοέμβριος	39	μ3	»	»

Μεγίστη θερμοκρασία ὕδατος : (Ἰούνιος ἕως Νοεμ]ος) 25 °C
Ἐλαχίστη » » (Ἰούνιος ἕως Νοέμ]ος) :8 °C

Διὰ τὴν σχεδίασιν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ λαμβάνεται ὑπ' ὄψιν ἡ κατωτέρω ἀνάλυσις:

Ξηρὸν ὑπόλειμμα εἰς Θερμ]σίαν :110 °C :	0,3	γρ.]λιτρ.
SiO2	20	χι]γρ]λίτρ.
R2O3	10	χι]γρ]λίτρ.
Ca	100	χι]γρ]λίτρ.
Mg	10	χι]γρ]λίτρ.
NaCl	20	χι]γρ]λίτρ.
SO4	20	χι]γρ]λίτρ.
PH	7,5	
αἰωρούμεναι ὕλαι	Μέγιστον 1,5 γρ/λίτρ.	

Ὕδωρ διὰ τὴν ἐγκατάστασιν προπαρασκευῆς τῆς δι' ὕδατος τροφοδοτήσεως τοῦ λέβητος.
Ἀπαιτουμένη ποσότης : 50 μ3]ὥραν
Σκληρότης τοῦ ὕδατος : μέγιστον 20° (Γερμανικοὶ βαθμοὶ)
Fe μέγιστον 1,50 χι]γρ.]λίτρ.
SiO2 μέγιστον 10 χιλ]γρ]λίτρ.

Μεταξὺ τῶν ΥΛΙΩΝ καὶ ΕΞΟΠΛΙΣΜΟΥ ἅτινα ὑποχρεοῦται ὁ Ἀνάδοχος νὰ προμηθεύσῃ διὰ τὸ πλῆρες ΕΡΓΟΣΤΑΣΙΟΝ, περιλαμβάνονται καὶ τοιαῦτα ἀπαιτούμενα διὰ τὴν ἐξασφάλισιν τῶν εἰς ὕδωρ ἀναγκῶν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ. Ἡ ἔκτασις τοῦ ὡς ἀνωτέρω προμηθευθησομένου ἐξοπλισμοῦ ὑδρεύσεως βασίζεται ἐπὶ τῆς προϋποθέσεως ὅτι ἡ ἀναγκαία ποσότης καταλλήλου ὕδατος θὰ εἶναι διαθέσιμος ἐξ ἀποστάσεως οὐχὶ μεγαλυτέρας τῶν 100μ. ἀπὸ τῶν κυρίων κτιρίων τοῦ ΕΡΓΟΣΤΑΣΙΟΥ.

ΠΑΡΑΡΤΗΜΑ C.

ΠΡΟΔΙΑΓΡΑΦΑΙ ΤΩΝ ΕΤΟΙΜΩΝ ΠΡΟΙΟΝΤΩΝ ΚΑΙ ΚΑΤΑΛΟΙΠΩΝ

1. Λευκὴ Σάκχαρις

Ἡ λευκὴ σάκχαρις θὰ παραδίδεται ἐντὸς σάκκων εἰς τὰ σιδηροδρομικὰ βαγόνια ἢ τὰ φορτηγὰ αὐτοκίνητα εἴτε ἀπ' εὐθείας ἐκ τῆς ἐγκαταστάσεως ἐνσακκίσεως εἴτε ἐκ τῆς ἀποθήκης.
Ἐλαχίστη περιεκτικότης σακχάρεως.

(πολωσιμετρικῶς)	: 99,50]ο
Μεγίστη ὑγρασία	: 0,05ο]ο
Χρῶμα	: Μέγιστον 0,5° STAMMER ὅταν γίνεται ἐπεξεργασία τοῦ ἀραιοῦ χυμοῦ διὰ SO_2 (μετρουμένου διὰ συσκευῆς STAMMER)
Ἀδιάλυτοι οὐσίαι	: Οὐδεμία
Κοκκομετρικὴ σύστασις:	Οὐχὶ κατωτέρα τῶν 0,5 χιλστ. περίπου καὶ οὐχὶ ἀνωτέρα τοῦ 1,0 χιλστ.

2. Μέλασσα

Ἡ Μέλασσα θὰ παραδίδεται ἐκ τῆς δεξαμενῆς ἀποθηκεύσεως εἰς εἰδικὰ βυτιοφόρα βαγόνια,
Συντελεστὴς μελάσσης : (QUOTIENT) Μέγιστον 62
BRIX : 83

Αἱ προδιαγραφαὶ αὗται προϋποθέτουν ὅτι ἡ περιεκτικότης εἰς ραφινόζην ἔχει ἀφαιρεθῆ.

3. Ξηρὸς πολτός:

Ὁ ξηρὸς πολτὸς θὰ παραδίδεται ἐντὸς σάκκων ἢ χύδην εἰς τὰ σιδηροδρομικὰ βαγόνια ἢ φορτηγὰ αὐτοκίνητα.
Ξηρὰ οὐσία : 90ο]ο

4. Νωπὸς πολτός :

Ὁ νωπὸς πολτὸς θὰ παραδίδεται εἴτε ἀπ' εὐθείας ἐκ τῆς μεταφορικῆς ταινίας εἰς τὰ φορτηγὰ αὐτοκίνητα ἢ βαγόνια εἴτε διὰ χειρὸς ἐκ τῶν ἐνδιαμέσων δεξαμενῶν ἀποθηκεύσεως.
Ὑγρασία : Μεγίστη 91ο]ο
Θερμοκρασία : 30–40° περίπου

5. Χρησιμοποιηθὲν ὕδωρ: (ἀπόνερα)

Τὸ χρησιμοποιηθὲν ὕδωρ εἰς ποσότητα περίπου 800 Μ³ ἀνὰ ὥραν θὰ διοχετεύεται δι' ἀντλίας μέσω ἀνοικτῆς διώρυγος εἰς τὰς λεκάνας κατακαθίσεως.

6. Ἰζήματα ἐκ διηθήσεως:

Τὰ ἰζήματα ἐκ διηθήσεως τὰ ὁποῖα ἀποτελοῦνται ἐκ καθιζηθέντος ἀνθρακικοῦ ἀσβεστίου (PRECIPITATED), περιλαμβανομένων καὶ ἀκαθαρσιῶν, θὰ ρίπτωνται ἐντὸς ὕδατος καὶ ἀναταραττόμενα θὰ διοχετεύωνται δι' ἀντλήσεως εἰς τὴν διώρυγα διοχετεύσεως τοῦ χρησιμοποιηθέντος ὕδατος.

7. Λίθοι

Λίθοι καὶ παρεμφερεῖς ὕλαι θὰ ἀπομακρύνωνται διὰ χειρὸς ἀπὸ τὰς ἐσχάρας συγκρατήσεως καὶ θὰ φορτώνωνται εἰς φορτηγὰ αὐτοκίνητα ἢ ἁμάξας,

8. Τέφρα

Τὰ ὑπολείμματα ἐκ τῆς σβέσεως τῆς ἀσβέστου θὰ φορτώνονται διὰ τῆς χειρὸς εἰς φορτηγὰ αὐτοκίνητα ἢ ἁμάξας.

ΠΑΡΑΡΤΗΜΑ D.

Κλιματικαὶ Συνθῆκαι καὶ ἄλλαι τοπικαὶ συνθῆκαι.

Τὰ κάτωθι στοιχεῖα ἀφορῶντα 1) τὴν θερμοκρασίαν τοῦ ἀέρος, 2) τὰς βροχοπτώσεις καὶ χιόνας, 3) τὴν ὑγρασίαν, 4) τὴν βαρομετρικὴν πίεσιν, 5) τὸν ἄνεμον, ἐλήφθησαν

παρὰ τοῦ Μετεωρολογικοῦ σταθμοῦ Σερρῶν, αἱ δὲ παρατηρήσεις καλύπτουν τὴν περίοδον ἀπὸ 1932 ἕως 1939.

Ι. Θερμοκρασία ἀέρος:

α. Μέση μηνιαία θερμοκρασία εἰς βαθμοὺς C.

Ἰανουάριος	4,5	Ἰούλιος	27,7
Φεβρουάριος	5,8	Αὔγουστος	26,8
Μάρτιος	10,1	Σεπτέμβριος	22,7
Ἀπρίλιος	15,3	Ὀκτώβριος	17,7
Μάϊος	20,1	Νοέμβριος	11,2
Ἰούνιος	24,8	Δεκέμβριος	6,4

β. Μεγίστη θερμοκρασία εἰς βαθμοὺς C

Ἰανουάριος	18,0	Ἰούλιος	42,4
Φεβρουάριος	23,2	Αὔγουστος	40,2
Μάρτιος	25,5	Σεπτέμβριος	37,8
Ἀπρίλιος	32,2	Ὀκτώβριος	36,8
Μάϊος	34,2	Νοέμβριος	25,2
Ἰούνιος	39,2	Δεκέμβριος	21,9

γ. Ἐλαχίστη θερμοκρασία εἰς βαθμοὺς C

Ἰανουάριος	−15,6	Ἰούλιος	12,2
Φεβρουάριος	−14,3	Αὔγουστος	8,4
Μάρτιος	− 5,0	Σεπτέμβριος	3,8
Ἀπρίλιος	− 1,0	Ὀκτώβριος	−1,6
Μάϊος	2,6	Νοέμβριος	−5,2
Ἰούνιος	9,2	Δεκέμβριος	−9,8

2. Βροχοπτώσεις καὶ χιόνες:

α. Μέσος ὅρος μηνιαίων βροχοπτώσεων εἰς χιλιοστά:

Ἰανουάριος	62,1	Ἰούλιος	34,0
Φεβρουάριος	34,9	Αὔγουστος	17,0
Μάρτιος	43.5	Σεπτέμβριος	19,2
Ἀπρίλιος	37,0	Ὀκτώβριος	66,1
Μάϊος	41,8	Νοέμβριος	56,6
Ἰούνιος	62,7	Δεκέμβριος	76,6

β. Μέγιστον βροχοπτώσεων 24ώρου εἰς χιλιοστά.

Ἰανουάριος	49,6	Ἰούλιος	38,0
Φεβρουάριος	26,0	Αὔγουστος	22,2
Μάρτιος	27,1	Σεπτέμβριος	19,5
Ἀπρίλιος	25,8	Ὀκτώβριος	55,2
Μάϊος	32,2	Νοέμβριος	39,5
Ἰούνιος	95,3	Δεκέμβριος	20,7

γ. Ἐλάχιστον μηνιαίων βροχοπτώσεων εἰς χιλιοστά

Ἰανουάριος	12,8	Ἰούλιος	1,3
Φεβρουάριος	3,4	Αὔγουστος	6,2
Μάρτιος	13,7	Σεπτέμβριος	2,4
Ἀπρίλιος	13,7	Ὀκτώβριος	18,2
Μάϊος	12,1	Νοέμβριος	14,5
Ἰούνιος	1,9	Δεκέμβριος	10,3

δ. Ἀριθμὸς ἡμερῶν χιόνος

Ἰανουάριος	3,0
Φεβρουάριος	3,1
Μάρτιος	0,9

Μέγιστον φορτίον χιόνος διὰ τὴν μελέτην ἔργων Πολιτικοῦ Μηχανικοῦ 50 KG]M2.

3. Ὑγρασία:

Μέσος ὅρος μηνιαίας σχετικῆς ὑγρασίας ἐπὶ τῆς ο]ο.

Ἰανουάριος	76	Ἰούλιος	53
Φεβρουάριος	67	Αὔγουστος	53
Μάρτιος	65	Σεπτέμβριος	60
Ἀπρίλιος	63	Ὀκτώβριος	69
Μάϊος	62	Νοέμβριος	76
Ἰούνιος	56	Δεκέμβριος	79

4. Βαρομετρικὴ πίεσις:

Μέσος ὅρος μηνιαίας βαρομετρικῆς πιέσεως (εἰς χιλ]στὰ ὑδραργύρου ἐπὶ τῆς ἐπιφανείας τῆς θαλάσσης).

Ἰανουάριος	763,7	Ἰούλιος	758,9
Φεβρουάριος	761,9	Αὔγουστος	758,9
Μάρτιος	761,6	Σεπτέμβριος	761,8
Ἀπρίλιος	759,8	Ὀκτώβριος	762,2
Μάϊος	759,8	Νοέμβριος	764,8
Ἰούνιος	759,8	Δεκέμβριος	762,5

5. Ἄνεμος:

Κατεύθυνσις ἀνέμου	Συχνότης (ο]ο)
Βόρειος	10,7
Βόρειο-ἀνατολικός	16,9
Ἀνατολικός	14,8
Νότιο-ἀνατολικός	13,4
Νότιος	5,6
Νότιο-δυτικός	9,2
Δυτικός	8,6
Βόρειο-δυτικός	13,0
Νηνεμία	7,8

6. Ἐδαφολογικαὶ συνθῆκαι:

Κατὰ τὸν καθορισμὸν τῶν γενικῶν ἀρχῶν διὰ τὰ ἔργα πολιτικοῦ μηχανικοῦ, ἐλήφθη ὡς προϋπόθεσις ὅτι αἱ ἐδαφολογικαὶ συνθῆκαι θὰ ἐπιτρέψουν φορτίον οὐχὶ μικρότερον τῶν 0,7 χιλγρ./ἑκ.² διὰ τὰ κτίρια καὶ τὰ θεμέλια, ἤτοι δὲν θὰ ἀπαιτηθῇ ἐνίσχυσις.

7. Σεισμικαὶ συνθῆκαι.

Κατὰ τὸν καθορισμὸν τῶν γενικῶν ἀρχῶν διὰ τὰ ἔργα πολιτικοῦ μηχανικοῦ ἐλήφθη ὡς προϋπόθεσις ὅτι δέον νὰ ληφθοῦν μέτρα προστασίας κατὰ τοῦ σεισμοῦ, ὡς καθορίζεται εἰς τὴν «Προκήρυξιν» τοῦ ἔργου τῆς περιοχῆς Λαρίσης.

ΠΑΡΑΡΤΗΜΑ Ε

ΚΩΔΙΚΕΣ ΚΑΙ ΠΡΟΤΥΠΑ

Οἱ ἑπόμενοικώδικες καὶ πρότυπα δέον νὰ χρησιμοποιῶνται ἐν τῷ ΕΡΓΟΣΤΑΣΙΩ.

Ἐν περιπτώσει ὑπάρξεως ἀποκλίσεων μεταξὺ κωδίκων καὶ προτύπων, ὡς οὗτοι δίδονται ἐν τῷ παρόντι παραρτήματι καὶ εἰς τὰς περιλαμβανομένας εἰς τὸ παράρτημα Α προδιαγραφάς, θὰ ἐφαρμόζωνται οἱ κώδικες καὶ πρότυπα οἱ διδόμενοι ἐνταῦθα.

Α. Κώδικες:

Ἐφαρμόζονται οἱ ἐπίσημοι κώδικες οἱ ἐκδοθέντες παρὰ τῶν ἁρμοδίων ἀρχῶν, εἴτε Ἑλληνικῶν εἴτε ξένων πρὸς τοὺς ὁποίους εἶναι ἀναγκαία ἡ συμμόρφωσις ἵνα ἐπιτυγχάνωνται αἱ ἐπίσημοι ἐγκρίσεις τῶν ἀρχῶν, ἀσφαλιστικῶν ἑταιρειῶν κ.λ.π.

Μηχανολογικὰ σχέδια:

1. Κώδικες δι' ἀτμολέβητας: WERKSTOFF UND BAUVORSCHRIFTEN FUER DAMPEKESSEL (τελευταία ἔκδοσις).

2. Κώδικες διὰ μὴ θερμαινομένους λέβητας πιέσεως: (Γερμανικὰ STANDARDS ADN).

3. Κώδικες δι' ἀεροφυλάκια: Κανόνες τοῦ D.V.G.W.

4. Κώδικες διὰ δεξαμενὰς ἀποθηκεύσεως πετρελαίου Κώδικες API

5. Κώδικες δι' ἀνυψωτῆρας: DIN 120.

6. Κώδικες διὰ δειγματισμὸν καὶ μηχανικὸν ἔλεγχον ὑλικῶν κατασκευῆς. Σωλῆνες DIN 17.175, ἐλάσματα DIN 1621, 1622, 1623, Ράβδοι ἐπὶ διαφόρους μορφὰς (PROFILE) DIN 1612.

7. Κώδικες δι' ἐπιθεώρησιν, δοκιμασίαν καὶ ἔγκρισιν ἐξοπλισμοῦ ἐν τοῖς μηχανουργείοις, ἰδιαιτέρως διὰ λέβητας πιέσεως: ὡς διὰ στοιχεῖον Ι καὶ ἐπὶ πλέον DIN 50120, 50121, 50122 τῶν ἐτῶν 1944 καὶ 1945.

8. Κώδικες συγκολλήσεων: Γερμανικὰ πρότυπα DNA.

9. Κώδικες ἐπιθεωρήσεως ραφῶν συγκολλήσεως δι' ἀκτίνων Χ ἢ κοβαλτίου καὶ ἐγκρίσεως αὐτῶν DIN 54110/111.

10. Κώδικες ἀνοπτήσεως κατασκευῶν μὲ συγκολλήσεις: DIN 1910, 1911, 1912, 1913, 1914 DIN 17014.

11. Κανονισμοὶ διὰ νὰ γίνωνται δεκτοὶ πτυχιοῦχοι συγκολληταὶ συμφώνως μὲ DIN 2471 καὶ DIN 8560.

Ἠλεκτρολογικὰ σχέδια :

12. Κώδικες δι' ἠλεκτροκινητῆρας : PN.
13. Κώδικες διὰ μετασχηματιστὰς : PN.
14. Κώδικες δι' ἠλεκτρικὰ καλώδια : PN.
15. Κώδικες διὰ τοὺς ἠλεκτρικοὺς πίνακας τῶν κινητήρων : PN.
16. Κώδικες γειώσεως ἠλεκτρικοῦ ἐξοπλισμοῦ : VDE καὶ Ἑλληνικοὶ κανονισμοὶ ἐσωτερικῶν ἠλεκτρικῶν ἐγκαταστάσεων. Ὑπουργικαὶ ἀποφάσεις καὶ ἐγκρίσεις ΦΕΚ 59]11.4.1955 (Κεφ. ΙΙΙ).
17. Κώδικες προστασίας ἐκ κεραυνῶν PN.
18. Κώδικες ἐγκαταστάσεων φωτισμοῦ PN καὶ Ἑλληνικοὶ κανονισμοί.

Παρατηρήσεις: Τὰ ἀρχικὰ PN σημαίνουν τὰ ἀντίστοιχα Πολωνικὰ πρότυπα. Ὁ Ἀνάδοχος ὀφείλει νὰ ἀποδείξῃ ὅτι τὰ πρότυπα ταῦτα ἀντιστοιχοῦν πρὸς τοὺς διεθνεῖς κώδικας CIE.

Τὰ ἀντίστοιχα Πολωνικὰ πρότυπα μεταφραζόμενα εἰς τὴν Ἀγγλικὴν θέλουν παραδοθῇ εἰς τὸν Ἐργοδότην ἐντὸς 6 μηνῶν ἀπὸ τῆς ἰσχύος τῆς Συμβάσεως.

Σχέδια ἔργων Πολιτικοῦ Μηχανικοῦ:

19. Κώδικες διὰ χαλυβδίνους κατασκευάς : DIN NORMS.
20. Κώδικες διὰ κατασκευὰς ἐκ σκυροδέματος : Κανονισμοὶ διὰ τὴν μελέτην καὶ ἀνέγερσιν κατασκευῶν ἐκ σκυροδέματος (ἴδε Τ.Ε.Κ. ὑπὸ Δ. Νικολέτη 1950 σελὶς 159).
21. Κώδικες διὰ θεμελιώσεις : DIN 1054 καὶ 4021.
22. Κώδικες διὰ κτίρια : Κανονισμοὶ βαρῶν καὶ φορτίσεων τῶν κτιρίων, βάσει Βασιλικοῦ Διατάγματος 10-12-1945 (ἴδε Τ.Ε.Κ. ὑπὸ Δ. Νικολέτη 1950 σελ. 45).
23. Κώδικες δι' ἔργα ἀποχετεύσεων καὶ ἀποστραγγίσεων : Κανονισμοὶ ὑδραυλικῶν ἐγκαταστάσεων βάσει Β Διατάγματος 13–5–1936 (δημοσιευθὲν εἰς Φ.Ε.Κ. 270 23–6–1936, ἴδε Τ.Ε.Κ. ὑπὸ Δ. Νικολέτη 1950 σελὶς 79)'

Β. Πρότυπα :

Ἀναφέρονται εἰς τὰς διαστάσεις καὶ σύνθεσιν τῶν ὑλικῶν καὶ εἰς βασικὰς ἀρχὰς διὰ τὴν μελέτην. Ἐφαρμογὴ τῶν αὐτῶν προτύπων διὰ τὸ σύνολον τοῦ ΕΡΓΟΣΤΑΣΙΟΥ εἶναι ἀναγκαία πρὸς ἐπίτευξιν ὁμοιομορφίας.

1. Πρότυπα διὰ χαλυβδίνους σωληνώσεις : DIN 2410 ἐξαιρέσει διαβαθμίσεων τινῶν πιέσεως.
2. Πρότυπα διὰ χυτοσιδηρὰς σωληνώσεις : Δέον νὰ ἀποφασισθοῦν.
3. Πρότυπα διὰ φλάντζας: DIN 2630, 2631, 2632 2634, 2635, 2636, καὶ 2637.
4. Πρότυπα διὰ παρεμβύσματα: δέον νὰ ἀποφασισθοῦν.
5. Πρότυπα δι' ἑλικώσεις :

Δι' ἑλικώσεις ἐπὶ σωλήνων DIN ΙΙ καὶ DIN 259. Δι' ἑτέρας ἑλικώσεις DIN 13 καὶ DIN 14.

6. Πρότυπα διὰ κοχλίας καὶ περικόχλια. DIN 76, 78, 267, 475, 2509 καὶ 2510.
7. Πρότυπα διὰ χάλυβα καὶ ὑλικὸν κραμμάτων : DIN 17006.
8. Πρότυπα διὰ διαβαθμίσεις πιέσεως :

Μόνον αἱ κατωτέρω διαβαθμίσεις πιέσεων συμφώνως πρὸς DIN 2410 θὰ χρησιμοποιηθῶσι :

ND 2, 5, ND 10, ND 25 καὶ ND 40.

9. Ὑπολογισμὸς διαβαθμίσεων πιέσεως : Ἡ διαβάθμισις πιέσεως δι' ἓν σύστημα σωληνώσεων ἐξαρτᾶται ἐκ τῆς μεγίστης πιέσεως λειτουργίας, ἐκ τοῦ εἴδους τῆς διερχομένης διὰ τοῦ σωλῆνος ὕλης καὶ ἐκ τῆς μεγίστης θερμοκρασίας λειτουργίας. Δεδομένης μιᾶς ὡρισμένης πιέσεως, ἡ διαβάθμισις τῆς πιέσεως θέλει κανονικῶς αὐξηθῇ διὰ τὰς ἐπικινδύνους ἢ εὐφλέκτους ὕλας καὶ διὰ τὰς μεγαλυτέρας θερμοκρασίας..

Διὰ τοὺς χαλυβδίνους σωλῆνας, αἱ χρησιμοποιηθησόμεναι διαβαθμίσεις πιέσεως ὑπολογίζονται ὡς ἑξῆς : Ἡ μεγίστη πίεσις λειτουργίας εἰς KG/CM² πολλαπλασιάζεται ἐπὶ συντελεστὴν ἐξαρτώμενον ἐκ τοῦ εἴδους τῆς ὕλης, συμφώνως πρὸς τὸν κατωτέρω πίνακα, καὶ τὸ γινόμενον πολλαπλασιάζεται ἐπὶ συντελεστὴν ἐξαρτώμενον ἐκ τῆς μεγίστης θερμοκρασίας λειτουργίας. Κατόπιν ἐπιλέγεται ἡ ἐπομένη μεγαλυτέρα διαβάθμισις πιέσεως ἐκ τῶν ἀνωτέρω ἀναφερομένων διὰ τὸ σύστημα σωληνώσεων.

α) Συντελεσταὶ διὰ τὰ κάτωθι ὑλικά :

Ὑλικὸν	Συντελεστὴς
Ἀήρ	1.0
Διοξείδιον τοῦ ἄνθρακος	1.6
Κεκορεσμένος ἀτμὸς	1.0
Ὑπέρθερμος ἀτμὸς	1.0
Ὕδωρ	1.0
Συμπύκνωμα	1.6
Διαλύματα ὕδατος μὲ ἄνω τῶν 5 % NaOH	1.6
Διαλύματα ὕδατος μὲ κάτω τῶν 5 % NaOH	1.0
Θειϊκὸν ὀξὺ	2.5
Μαζοὺτ	1.6

β) Συντελεσταὶ θερμοκρασίας :

Συντελεσταὶ συμφώνως πρὸς τὰ χρησιμοποιηθησόμενα πρότυπα DIN.

10. Μεγέθη σωλήνων : Βάσει ἐνδείξεων τῆς μεγίστης ἐπιτρεπομένης ταχύτητος διὰ τὰ διάφορα ὑλικά, ὡς ἑξῆς :

Ὑλικὰ	Ταχύτης (μ/δευτερ.)
Ὑγρὰ	5
Ἀέρια	40
Ὑπέρθερμος ἀτμὸς	55
Κεκορεσμένος ἀτμὸς	45

11. Τύπος φλαντζῶν : Λεία ἐπιφάνεια ἐφαρμογῆς μέχρι ND 10, ἀνυψωμένη ἐπιφάνεια – λαιμὸς συγκολλήσεως ἄνω ND 10.
12. Τύπος παρεμβύσματος : Θέλει ἀποφασισθῇ, ἀναλόγως τῆς πιέσεως, θερμοκρασίας καὶ τοῦ ὑλικοῦ.
13. Ἑλικώσεις : Συνδέσεις κοχλιωταὶ κατὰ κανόνα δὲν ἐπιτρέπονται εἰς σωλῆνας διαμέτρου μεγαλυτέρας τῶν 40 χλμ. ἢ εἰς τὴν περίπτωσιν πιέσεων ἄνω τῶν ND 25.
14. Δικλεῖδες : Τύπος δικλείδων (δικλεῖδες συρταρωταί, δικλεῖδες μὲ σφαῖραν, δικλεῖδες πωμάτων κλπ.) διὰ διαφόρους σκοποὺς δέον ὅπως ἀποφασισθοῦν. Διαστάσεις δικλείδων, ἰδίως ὅσον ἀφορᾷ τὴν ἀπόστασιν μεταξὺ τῶν φλαντζῶν, συμφώνως πρὸς τὰ πρότυπα DIN.
15. Αὐτόματοι δικλεῖδες ἐλέγχου : Ἐγκαταστάσεις κανονικαὶ μὲ διακλαδώσεις, φίλτρον, προσθήκας (SPACERS) κατὰ τὴν διάρκειαν τῶν δοκιμῶν κλπ.
16. Φλάντζαι στομίων : «RINGKAMMER» συμφώνως μὲ VDI – DURCHFLUSS – MESSREGELN – DIN 1952.
17. Ἀντλίαι : Συμφωνία τυποποιήσεως θὰ γίνῃ βραδύτερον.
18. Ἐγκατάστασις ἀντλιῶν : Θεμελίωσις πλακῶν ἐδράσεως, ἐγκατάστασις φίλτρων κατὰ τὴν ἀρχικὴν λειτουργίαν, εὐκαμπτοι ζεύξεις. Ἡ ἀποστράγγισις τῆς πλακὸς ἐδράσεως πρὸς τὸ σύστημα ἀποχετεύσεως θὰ γίνῃ συμφώνως πρὸς ἀποφασισθησομένους κανόνας.
19. Ἐκκινητῆρες κινητήρων: Κανονικῶς μὲ κομβίον ἐκκινήσεως ἐπὶ τοῦ κινητῆρος καὶ ἀμπερόμετρον δι' ὅλους τοὺς κινητῆρας ἄνω τῶν 5 KW. Κλεῖθρον ἐκκινητῆρος.
20. Δικλεῖδες ἀσφαλείας : Προτιμητέαι εἶναι τύπου μεγάλης διαδρομῆς μετὰ ἐσωτερικοῦ ἐλατηρίου, προσιταὶ ἀπὸ τὰς μονίμους ἐξέδρας, κλίμακας ἢ ἀνεμόσκαλας. Ἡ ἐξάτμισις νὰ γίνεται τοὐλάχιστον 1 μ. ὑπεράνω τοῦ περιβάλλοντος. Ἀποχέτευσις τοῦ σωλῆνος ἐξατμίσεως.
21. Κλίμακες καὶ ἀνεμόσκαλες : Θὰ χρησιμοποιηθῇ παντοῦ τυποποιημένος τύπος. Θὰ ἀποφασισθῇ ἡ ἀπόστασις μεταξὺ τῶν βαθμίδων, τὸ πλάτος καὶ ὁ τρόπος προφυλάξεως.

22. Ἐξέδραι καὶ κιγκλιδώματα : Συμφώνως μὲ τὸ «UNFALLVERHÜTTUNGS – VORSCHRIFTEN» φορτίον μέχρι 300 KG]M². Νὰ χρησιμοποιηθοῦν σωληνωτὰ κιγκλιδώματα.

23. Μόνωσις : Θὰ ἀποφασισθῇ τὸ εἶδος τοῦ ὑλικοῦ, τὸ πάχος καὶ ἡ προφύλαξις, διὰ τὰς διαφόρους θερμοκρασίας καὶ διαστάσεις σωλήνων.

24. Περιθώρια ὀξειδώσεως : Δέον ὅπως ἀποφασισθοῦν

25. Φωτισμὸς : Ἐλάχιστον φῶς εἰς διάφορα σημεῖα τύπος ἐξοπλισμοῦ καὶ φωτισμὸς ἐπειγούσης ἀνάγκης συμφώνως μὲ VDE, ὅπου εἶναι ἐφαρμόσιμα.

26. Ἠλεκτρικὰ καλώδια : Ἐγκατάστασις αὐτῶν καὶ χάραξις θὰ ἀποφασισθοῦν.

27. Προστασία κατὰ τοῦ πυρὸς : Καταιονιστῆρες, πυροσβεστικοὶ κρουνοί, φορητοὶ πυροσβεστῆρες, σηματοδόται πυρκαϊᾶς, δέον νὰ ἀντιστοιχοῦν μὲ τὸ χρησιμοποιούμενον ὑπὸ τῆς πυροσβεστικῆς ὑπηρεσίας Σερρῶν, ὑλικόν. Τὸ κατὰ τοῦ πυρὸς προστατευτικὸν σύστημα νὰ ἐπιτρέπῃ τὴν σύγχρονον ἐπέμβασιν ἀμφοτέρων τῶν πυροσβεστικῶν σωμάτων.

28. Σύμβολα : Τὰ σύμβολα, οἱ ὅροι καὶ οἱ συντετμημένοι τύποι διὰ τὰς δικλεῖδας, τὰ ὄργανα, τὰς φλάντζας κ.λ.π. συμφώνως μὲ DIN.

29. Ἀσφάλεια προσωπικοῦ : Προστασία ἔναντι τῶν σφονδύλων, ἔξοδοι κινδύνου, ἀνεμόσκαλες, κιβώτια ἐφοδίων πρώτων βοηθειῶν, φορεῖα κ.λ.π., συμφώνως μὲ τὰ «UNFALLSVERHÜTTUNGS – VORSCHRIFTEN».

Ὅπου ἀνωτέρω ἀναφέρεται ἡ φράσις «δέον ὅπως ἀποφασισθοῦν»,νοεῖται ὅτι Ὁ ΑΝΑΔΟΧΟΣ θὰ ὑποβάλῃ σχετικὴν πρότασιν εἰς τὸν ΕΡΓΟΔΟΤΗΝ πρὸς ἔγκρισιν.

ΠΑΡΑΡΤΗΜΑ F

Μέρος 1ον

ΚΑΝΟΝΙΣΜΟΣ ΔΙΑΔΙΚΑΣΙΑΣ ΕΓΚΡΙΣΕΩΣ ΚΑΙ ΕΚΤΕΛΕΩΣ ΔΑΠΑΝΩΝ ΕΙΣ ΔΡΑΧΜΑΣ ΩΣ ΚΑΙ ΔΙΕΝΕΡΓΕΙΑΣ ΚΑΙ ΕΓΚΡΙΣΕΩΣ ΤΩΝ ΔΗΜΟΠΡΑΣΙΩΝ

Ἄρθρον 1.

1. Ἡ πραγματοποίησις πάσης δαπάνης εἰς δραχμὰς συναφοῦς μὲ τὴν ἀνέγερσιν τοῦ ΕΡΓΟΣΤΑΣΙΟΥ Σακχάρεως καὶ τὴν ἀρχικὴν λειτουργίαν τούτου, ἀφορῶσα εἰς τὴν προμήθειαν ἢ μίσθωσιν μηχανημάτων, ἐργαλείων καὶ ὑλικῶν ἢ εἰς τὴν ἐκτέλεσιν ἐν γένει ἔργων ἐνεργεῖται ὡς ἀκολούθως :

α. Μέχρι ποσοῦ δαπάνης εἰς ἑκάστην περίπτωσιν οὐχὶ ἀνωτέρας τῶν Δραχμῶν 2.000, δι' ἀπ' εὐθείας προμηθείας ἢ ἀναθέσεως παρὰ τῶν ἐκ μέρους τοῦ ΑΝΑΔΟΧΟΥ ἐπιλεγομένων προμηθευτῶν ἢ ὑπεργολάβων ἄνευ λήψεως οἱωνδήποτε προσφορῶν.

β. Μέχρι ποσοῦ δαπάνης εἰς ἑκάστην περίπτωσιν ἀπὸ δραχ. 2001 καὶ οὐχὶ ἀνωτέρας τῶν Δραχμῶν 5.000 θὰ ἐνεργῆται διὰ τῆς λήψεως ἐγγράφων ἀλλ' ἀνοικτῶν προσφορῶν ἄνευ διακηρύξεως δημοπρασίας.

γ. Μέχρι ποσοῦ δαπάνης εἰς ἑκάστην περίπτωσιν ἀπὸ δραχ. 5001 καὶ οὐχὶ ἀνωτέρας τῶν δραχ. 25.000 θὰ ἐνεργῆται διὰ προχείρου μειοδοτικοῦ διαγωνισμοῦ, δι' ἐνσφραγίστων προσφορῶν, μεριμνῃ τριμελοῦς Ἐπιτροπῆς συγκροτουμένης δι' ἀποφάσεως τοῦ ΑΝΑΔΟΧΟΥ, κοινοποιουμένης εἰς τὸν ΕΡΓΟΔΟΤΗΝ καὶ ἐπὶ παρουσίᾳ ἐκπροσώπου τοῦ ΕΡΓΟΔΟΤΟΥ ἄνευ διακηρύξεως ἀλλ' ἐπὶ τῇ βάσει τύπου προσφορᾶς περιλαμβανούσης περιγραφὴν τοῦ ζητουμένου εἴδους, καὶ

δ. Ἀπὸ τοῦ ποσοῦ δαπάνης εἰς ἑκάστην περίπτωσιν τῶν Δραχ. 25001 καὶ ἄνω θὰ ἐνεργῆται τακτικὸς διαγωνισμὸς δι' ἐνσφραγίστων προσφορῶν κατὰ τὴν ἐν τῷ παρόντι καθοριζομένην ὡς κατωτέρω εἰδικὴν διαδικασίαν.

2. Ἡ ἐν τῇ παραγράφῳ 1 τοῦ παρόντος ἄρθρου καθοριζομένη διαδικασία δὲν ἐφαρμόζεται διὰ τὰς περιπτώσεις καθ' ἃς ὁ ΕΡΓΟΔΟΤΗΣ τῇ προτάσει τοῦ ΑΝΑΔΟΧΟΥ καθορίζει καὶ τὸν τρόπον τῆς πραγματοποιήσεως τῶν δαπανῶν ἐφ' ὅσον αὗται ἀναφέρονται εἰς ἐπείγοντα ἢ εἰδικὰ θέματα.

Ἄρθρον 2

1. Παρέχεται δυνάμει τοῦ παρόντος ἡ ἔγκρισις τοῦ ΕΡΓΟΔΟΤΟΥ πρὸς τὸν ΑΝΑΔΟΧΟΝ ὅπως πραγματοποιῇ τὰς ὑπὸ στοιχεῖα α καὶ β κατηγορίας δαπανῶν, χωρὶς νὰ ἀπαιτῆται ἡ προηγουμένη εἰδικὴ εἰς ἑκάστην συγκεκριμένην περίπτωσιν ἔγκρισίς του, ὑπὸ τὸν περιορισμὸν ὅμως ὅτι τὸ σύνολον τῶν μηνιαίων δαπανῶν ἑκάστης τῶν ἐν λόγῳ κατηγοριῶν δὲν θὰ ὑπερβαίνῃ διὰ τὴν α. περίπτωσιν τὰς δρχ. εἴκοσι χιλιάδας (δρχ. 20.000) διὰ δὲ τὴν β. περίπτωσιν τὰς δρχ. τεσσαράκοντα χιλιάδας (δρχ. 40.000).

Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται ὅπως ἐπιζητῇ τὴν προηγουμένην ἔγκρισιν τοῦ ΕΡΓΟΔΟΤΟΥ ἐπὶ πασῶν τῶν λοιπῶν τῶν ἐν ἄρθρῳ 1 τοῦ παρόντος ἀναφερομένων κατηγοριῶν δαπανῶν.

2. Ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται ὅπως ἀνακοινῇ εἰς τὸν ΕΡΓΟΔΟΤΗΝ εἰς τὸ τέλος ἑκάστου μηνὸς τὰς πραγματοποιηθείσας παρ' αὐτοῦ δαπάνας ἄνευ τῆς ἐγκρίσεως τοῦ ΕΡΓΟΔΟΤΟΥ ἄνω τῶν δρχ. 2001.

Ἄρθρον 3

1. Ἑκάστου τακτικοῦ διαγωνισμοῦ προηγεῖται διακήρυξις συνοδευομένη ὑπὸ τῶν γενικῶν ὅρων, τῶν εἰδικῶν ὅρων ἢ τοῦ σχεδίου συμβολαίου μεταξὺ τοῦ ΑΝΑΔΟΧΟΥ καὶ τῶν ὑπεργολάβων καὶ τοῦ τύπου ὑποβολῆς τῶν προσφορῶν.

Οἱ γενικοὶ ὅροι καταρτιζόμενοι ἐν σχεδίῳ ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ θὰ συμφωνοῦνται ἀπὸ κοινοῦ μεταξὺ ΕΡΓΟΔΟΤΟΥ καὶ ΑΝΑΔΟΧΟΥ καὶ θὰ ἐγκρίνωνται ἐκ μέρους τοῦ ΕΡΓΟΔΟΤΟΥ ἐντὸς ὀκτὼ (8) ἡμερῶν ἀπὸ τῆς ὑποβολῆς αὐτῶν, παρερχομένης δὲ τῆς προθεσμίας ταύτης ἀπράκτου οἱ ὑποβληθέντες γενικοὶ ὅροι θεωροῦνται ὡς ἐγκεκριμένοι. Εἰδικῶς προκειμένου περὶ τῶν γενικῶν ὅρων τῶν ἀναφερομένων εἰς τὴν ἐκτέλεσιν τῶν ἔργων Πολιτικοῦ Μηχανικοῦ, οὗτοι θέλουσι καταρτισθῇ διὰ κοινῆς συμφωνίας μεταξὺ ΕΡΓΟΔΟΤΟΥ καὶ ΑΝΑΔΟΧΟΥ μετὰ τρεῖς μῆνας ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς Συμβάσεως εἰς ἣν ἐπισυνάπτεται τὸ Παράρτημα τοῦτο.

Οἱ εἰδικοὶ ὅροι ἢ τὸ σχέδιον τοῦ συμβολαίου καταρτιζόμενοι ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ θὰ συμφωνοῦνται ἀπὸ κοινοῦ μεταξὺ τοῦ ΕΡΓΟΔΟΤΟΥ καὶ τοῦ ΑΝΑΔΟΧΟΥ, τῆς σχετικῆς ἐγκρίσεως παρεχομένης ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ ἐντὸς πέντε (5) ἡμερῶν ἀπὸ τῆς ὑποβολῆς αὐτῶν, παρερχομένης δὲ τῆς προθεσμίας ταύτης ἀπράκτου οἱ ὑποβληθέντες εἰδικοὶ ὅροι καὶ τὸ σχέδιον τοῦ Συμβολαίου θεωροῦνται ὡς ἐγκεκριμένα.

2. Ἐν περιπτώσει διαφωνιῶν μεταξὺ ΕΡΓΟΔΟΤΟΥ καὶ ΑΝΑΔΟΧΟΥ, καθόσον ἀφορᾷ τὴν διατύπωσιν τῶν γενικῶν ἢ εἰδικῶν ὅρων ἢ τοῦ σχεδίου συμβολαίου μεταξὺ ΑΝΑΔΟΧΟΥ καὶ ὑπεργολάβων θὰ καλῆται ὁ ΑΝΑΔΟΧΟΣ εἰς εἰδικὴν συνεδρίασιν μετὰ τοῦ ΕΡΓΟΔΟΤΟΥ πρὸς ἄρσιν τούτων καὶ ἐφ' ὅσον ὁ ΑΝΑΔΟΧΟΣ ἐπιμείνῃ εἰς τὴν διαφωνίαν του, ὁ ΕΡΓΟΔΟΤΗΣ θὰ ἀνακοινοῖ ἐγγράφως τὰς ἀντιρρήσεις του πρὸς τὸν ΑΝΑΔΟΧΟΝ, ὅστις λαμβάνων γνῶσιν τούτων ἢ θὰ συμμορφρῦται πρὸς ταύτας ἢ θὰ προέρχεται εἰς τὴν διακήρυξιν τοῦ διαγωνισμοῦ ἀναλαμβάνων τὴν εὐθύνην τῶν συνεπειῶν ἐπὶ τῶν σημείων ἐφ' ὧν διετυπώθη ἡ διαφωνία.

3. Ἡ διακήρυξις θὰ ἐπιδίδηται ὑποχρεωτικῶς εἰς τοὺς ἐπιλεγέντας ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ καὶ προσκαλουμένους μειοδότας δι' ἐγγράφου ἀποδεικτικοῦ ἀποτελοῦντος οὐσιῶδες στοιχεῖον διαγωνισμοῦ.

4. Ὁ ΑΝΑΔΟΧΟΣ θὰ προσκαλῇ πρὸς συμμετοχὴν εἰς τοὺς διαγωνισμοὺς περιωρισμένον ἀριθμὸν Ἑλληνικῶν Ἐργοληπτικῶν Ἑταιριῶν ἢ Ἑλληνικῶν Βιομηχανιῶν εἰδικευμένων εἰς τὰ περὶ οὗ ὁ διαγωνισμὸς θέματα.

5. Ἡ ἐπίδοσις τῶν διακηρύξεων εἰς τοὺς προσκαλουμένους μειοδότας θὰ ἐνεργῆται δέκα (10) τουλάχιστον

ἡμέρας πρὸ τῆς ὁριζομένης ἡμερομηνίας τοῦ διαγωνισμοῦ Ὁ ἀριθμὸς τῶν δέκα ἡμερῶν δύναται νὰ μειοῦται κατόπιν εἰδικῆς ἐγκρίσεως τοῦ ΕΡΓΟΔΟΤΟΥ στηριζομένης εἰς ἠτιολογημένην πρότασιν τοῦ ΑΝΑΔΟΧΟΥ.

Ἄρθρον 4.

1. Αἱ προσφοραὶ ἐντὸς ἐσφραγισμένων φακέλλων θὰ παραδίδωνται εἰς τὴν Ἐπιτροπὴν διενεργείας τοῦ διαγωνισμοῦ κατὰ τὸν χρόνον τῆς διενεργείας αὐτοῦ.

2. Ἡ Ἐπιτροπὴ διενεργείας τῶν διαγωνισμῶν εἶναι τριμελὴς καὶ συγκροτεῖται δι' ἀποφάσεως τοῦ ΑΝΑΔΟΧΟΥ ἀνακοινουμένης εἰς τὸν ΕΡΓΟΔΟΤΗΝ.

3. Ἡ ἀποσφράγισις τῶν προσφορῶν ἐνεργεῖται ἐν δημοσίᾳ συνεδριάσει τῆς Ἐπιτροπῆς ἐπὶ παρουσίᾳ τοῦ ὁριζομένου ἐκπροσώπου τοῦ ΕΡΓΟΔΟΤΟΥ μετ' ἔλεγχον τοῦ ἀπαραβιάστου τῶν φακέλλων καὶ μονογραφὴν τούτων.

4. Αἱ προσφοραὶ μονογράφονται εἰς ὅλα αὐτῶν τὰ φύλλα παρὰ τῶν μελῶν τῆς Ἐπιτροπῆς διενεργείας τοῦ δ.αγωνισμοῦ καὶ τοῦ παρισταμένου ἐκπροσώπου τοῦ ΕΡΓΟΔΟΤΟΥ.

5. Ἡ Ἐπιτροπὴ μετὰ τὸ πέρας τοῦ διαγωνισμοῦ προβαίνει εἰς τὴν σύνταξιν σχετικοῦ πρακτικοῦ ὑπογραφομένου παρ' ἁπάντων τῶν μελῶν αὐτῆς ὡς καὶ τοῦ παραστάντος ἐκπροσώπου τοῦ ΕΡΓΟΔΟΤΟΥ, ὅπερ παραδίδει εἰς τὴν ἁρμοδίαν ὑπηρεσίαν τοῦ ΑΝΑΔΟΧΟΥ μετὰ τῶν προσφορῶν καὶ τῶν συνοδευοντων αὐτὰς στοιχείων.

6. Ὁσάκις ὑπὸ τῆς διακηρύξεως ἀπαιτεῖται κατάθεσις δειγμάτων ὑπὸ τῶν μετεχόντων τοῦ διαγωνισμοῦ, ταῦτα κατατίθενται κατὰ τὴν ὥραν τοῦ διαγωνισμοῦ μετὰ τῆς προσφορᾶς καὶ μονογράφονται ὑπὸ τῶν μελῶν τῆς Ἐπ.τροπῆς ὡς καὶ τοῦ παρισταμένου ἐκπροσώπου τοῦ ΕΡΓΟΔΟΤΟΥ. Τὰ δείγματα τῶν μὴ ἀνακηρυχθέντων μειοδοτῶν ἐπιστρέφονται αὐτοῖς μετὰ τὴν ὁριστικὴν ἐπιλογὴν τοῦ μειοδότου.

Ἄρθρον 5.

1. Μετὰ τὴν ὑποβολὴν τοῦ πρακτικοῦ ἐκ μέρους τῆς Ἐπιτροπῆς διενεργείας διαγωνισμοῦ εἰς τὸν ΑΝΑΔΟΧΟΝ, οὗτος θὰ ἐξετάζῃ τὰς προσφορὰς καὶ θὰ προβαίνῃ εἰς συγκρίσεις τιμῶν.

2. Ὁ ΑΝΑΔΟΧΟΣ δικαιοῦται νὰ συνιστᾷ εἰς τὸν ΕΡΓΟΔΟΤΗΝ τὴν ἀπόρριψιν προσφορῶν ὑπεργολάβων ἐὰν κατὰ τὴν γνώμην του ἡ σχετικὴ προσφορὰ δι' εἰδικοὺς τεχνικοὺς λόγους δὲν τυγχάνει ἱκανοποιητική.

3. Ὁ ΑΝΑΔΟΧΟΣ θὰ ὑποβάλῃ τὰς συγκρίσεις κόστους καὶ τὰς συστάσεις του διὰ τὴν ἐκλογὴν τῶν ὑπεργολάβων εἰς τὸν ΕΡΓΟΔΟΤΗΝ.

4. Ὁ ΑΝΑΔΟΧΟΣ κατὰ τὴν ὑποβολὴν τῶν συστάσεών του πρὸς τὸν ΕΡΓΟΔΟΤΗΝ δὲν θὰ εἶναι ὑποχρεωμένος ὅπως λαμβάνῃ πάντοτε ὑπ' ὄψιν τὰς προσφορὰς δι' ὧν προσφέρονται αἱ χαμηλότεραι τιμαί.

5. Ὁ ΕΡΓΟΔΟΤΗΣ λαμβάνων ὑπ' ὄψιν του τὰς συστάσεις τοῦ ΑΝΑΔΟΧΟΥ καὶ τὰς εὐθύνας τὰς ὁποίας ὁ ΑΝΑΔΟΧΟΣ ἀνέλαβε διὰ τῆς Συμβάσεως, θὰ ἐγκρίνῃ ἐντὸς τριῶν (3) ἐργασίμων ἡμερῶν τὸ ἀργότερον, ἀπὸ τῆς ὑποβολῆς ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ τῶν συστάσεών του, τὴν ἐκλογὴν τοῦ ὑπεργολάβου ἢ θὰ ἀνακοινοῖ τὰς ἀντιρρήσεις αὐτοῦ εἰς τὸν ΑΝΑΔΟΧΟΝ προσκαλουμένου τούτου κατὰ τὴν ὥραν τῆς συνεδριάσεώς του.

Ἐν περιπτώσει μὴ ἐπιτεύξεως συμφωνίας μετὰ τοῦ ΑΝΑΔΟΧΟΥ ἐπὶ τῶν δ.ατυπουμένων ἀντιρρήσεων τοῦ ΕΡΓΟΔΟΤΟΥ, ὁ ΕΡΓΟΔΟΤΗΣ ἀποφασίζει ἢ τὴν ἐπανάληψιν τοῦ διαγωνισμοῦ ἢ τὴν ἀνάδειξιν τοῦ ὑπ' αὐτοῦ ἐγκρινομένου ὑπεργολάβου ἀναλαμβάνων εἰς ἀμφοτέρας τὰς περιπτώσεις ἐγγράφως ἀπέναντι τοῦ ΑΝΑΔΟΧΟΥ τὴν εὐθύνην τῶν συνεπειῶν τῆς ληφθείσης ὑπ' αὐτοῦ ἀποφάσεως.

Ἄρθρον 6.

Ἡ ἐν τῷ παρόντι παραρτήματι, μέρος 1ον, προβλεπομένη διαδικασία δύναται προτάσει ἑκατέρου τῶν συμβαλλομένων μερῶν καὶ κατόπιν ἐγγράφου συμφωνίας τούτων νὰ τροποποιῆται καὶ συμπληροῦται ἀναλόγως πρὸς τὰς ἑκάστοτε διαμορφουμένας συνθήκας καὶ ἀνάγκας τοῦ ἔργου.

ΠΑΡΑΡΤΗΜΑ F

Μέρος 2ον

ΚΑΝΟΝΙΣΜΟΣ

ΚΑΘΟΡΙΣΜΟΥ ΔΙΚΑΙΟΛΟΓΗΤΙΚΩΝ ΣΤΟΙΧΕΙΩΝ ΔΙΕΝΕΡΓΕΙΑΣ ΕΚ ΜΕΡΟΥΣ ΤΟΥ ΑΝΑΔΟΧΟΥ ΤΩΝ ΠΛΗΡΩΜΩΝ ΕΙΣ ΔΡΑΧΜΑΣ ΚΑΙ ΑΝΑΓΝΩΡΙΣΕΩΣ ΤΟΥΤΩΝ ΕΚ ΜΕΡΟΥΣ ΤΟΥ ΕΡΓΟΔΟΤΟΥ.

Ἄρθρον 1.

Ἡ πληρωμὴ πάσης δαπάνης εἰς δραχμὰς συναφοῦς μὲ τὴν ἀνέγερσιν τοῦ Ἐργοστασίου παραγωγῆς σακχάρεως ἐν Σέρραις καὶ τὴν ἀρχικὴν λειτουργίαν τούτου θὰ ἐνεργῆται ἐκ μέρους τοῦ ΑΝΑΔΟΧΟΥ ἀποκλειστικῶς καὶ μόνον δυνάμει χρηματικῶν ἐνταλμάτων πληρωμῆς στηριζομένων εἰς τὰ κατωτέρω ἐν τῷ παρόντι ἀναγραφόμενα δικαιολογητικὰ στοιχεῖα δι' ἑκάστην κατηγορίαν δαπανῶν.

Ἄρθρον 2.

1. Προκειμένου περὶ πληρωμῶν εἰς δραχμὰς ἀναφερομένων εἰς τὰς κατηγορίας τῶν δαπανῶν εἰς δραχμὰς, αἵτινες περιλαμβάνονται εἰς τὸ 1ον μέρος τοῦ παρόντος παραρτήματος, τὰ δικαιολογητικὰ στοιχεῖα διενεργείας τῶν σχετικῶν μὲ τὰς δαπάνας ταύτας πληρωμῶν ὁρίζονται ὡς ἀκολούθως :

Ι. Διὰ προμηθείας ἢ μισθώσεις μηχανημάτων, ἐργαλείων καὶ ὑλικῶν ἢ δι' ἐκτελέσεις ἐν γένει ἔργων ἐνεργουμένας κατ' ἐφαρμογὴν τοῦ ἄρθρου 2 τοῦ 1ου μέρους τοῦ παρόντος παραρτήματος δι' ἃς, δὲν ἀπαιτεῖται προηγουμένη ἔγκρισις τοῦ ΕΡΓΟΔΟΤΟΥ.

Α. Δι' ἀπ' εὐθείας προμηθείας ἢ ἀναθέσεως.

α) Τιμολόγιον προμηθευτοῦ ἢ ἐργολάβου δεόντως ἐξωφλημένον.

β) Πρακτικὸν ποιοτικῆς καὶ ποσοτικῆς παραλαβῆς ἢ πιστοποίησιν ἐκτελεσθεισῶν ἐργασιῶν.

γ) Ἀποδεικτικὸν χρεώσεως τοῦ παραληφθέντος ὑλικοῦ εἰς τὰ οἰκεῖα βιβλία καὶ

δ) Ἕτερα τυχὸν δικαιολογητικὰ στοιχεῖα πραγματοποιήσεως τῶν ἐν λόγῳ δαπανῶν ἐκ μέρους τοῦ ΑΝΑΔΟΧΟΥ τηρούμενα παρ' αὐτοῦ.

Β. Διὰ τῆς λήψεως ἐγγράφων, ἀλλ' ἀνοικτῶν προσφορῶν ἄνευ διακηρύξεως δημοπρασίας.

α) Τὰ ἀνωτέρω εἰς τὸ ἐδάφιον ΙΑ τοῦ παρόντος ἄρθρου ἀναφερόμενα δικαιολογητικά.

β) Αἱ ληφθεῖσαι ἔγγραφοι προσφοραί.

ΙΙ. Διὰ προμηθείας ἢ μισθώσεις μηχανημάτων, ἐργαλείων καὶ ὑλικῶν ἢ δι' ἐκτελέσεις ἐν γένει ἔργων ἐνεργουμένας τῇ προηγουμένῃ ἐγκρίσει τοῦ ΕΡΓΟΔΟΤΟΥ.

Α. Διὰ τῆς διενεργείας προχείρου μειοδοτικοῦ διαγωνισμοῦ δι' ἐνσφραγίστων προσφορῶν.

α) Τὰ ἀνωτέρω εἰς τὸ ἐδάφιον ΙΑ τοῦ παρόντος ἄρθρου ἀναφερόμενα δικαιολογητικά.

β) Ἡ ἐγκριτικὴ ἀπόφασις τοῦ ΕΡΓΟΔΟΤΟΥ.

γ) Πρακτικὸν διενεργείας προχείρου διαγωνισμοῦ ἐκ μέρους τῆς τριμελοῦς Ἐπιτροπῆς μετὰ τῶν ὑποβληθεισῶν προσφορῶν καὶ τῶν λοιπῶν ἀποδεικτικῶν τοῦ διενεργηθέντος προχείρου διαγωνισμοῦ.

Β. Διὰ τῆς διενεργείας τακτικοῦ διαγωνισμοῦ.

α) Προϋπολογισμὸς τοῦ ἔργου.

β) Διακήρυξις καὶ ἀποδεικτικὰ παραλαβῆς ταύτης ὑπὸ τῶν προσκαλουμένων ὑπὸ τῶν ΑΝΑΔΟΧΩΝ πρὸς συμμετοχὴν εἰς τὴν δημοπρασίαν.

γ) Γενικοὶ ὅροι μετὰ τῆς ἐγκριτικῆς αὐτῶν ἀποφάσεως, ἐκ μέρους τοῦ ΕΡΓΟΔΟΤΟΥ.

δ) Οἱ εἰδικοὶ ὅροι μετὰ τῆς ἐγκριτικῆς ἐπ' αὐτῶν ἀποφάσεως τοῦ ΕΡΓΟΔΟΤΟΥ.

ε) Πρακτικὸν διενεργηθέντος διαγωνισμοῦ μετὰ τοῦ πίνακος συγκρίσεως τῶν προσφορῶν.

στ) Ἔγκρισις τοῦ ΕΡΓΟΔΟΤΟΥ διὰ τὴν ἀνάδειξιν τοῦ ὑπεργολάβου καὶ αἱ ἐν συνεχείᾳ ἐνδεχομένως ὅμοιαι ἐγκρίσεις συγκριτικῶν πινάκων καὶ νέων τιμῶν.

ζ) Τὸ συμβόλαιον μετὰ τοῦ ὑπεργολάβου.

η) Τὰ ἀνωτέρω εἰς τὸ ἐδάφιον ΙΑ τοῦ παρόντος ἄρθρου ἀναγραφόμενα δικαιολογητικά.

2. Ἐκ τῶν εἰς τὸ ἐδάφιον ΙΑ τῆς παραγράφου Ι τοῦ παρόντος ἄρθρου ἀναφερομένων δικαιολογητικῶν δύνανται νὰ ἀναπληρῶνται τὰ κάτωθι ὡς ἀκολούθως :

α) Τὸ πρακτικὸν ποιοτικῆς καὶ ποσοτικῆς παραλαβῆς δύναται νὰ ἀναπληροῦται μόνον ἐφ' ὅσον ἀναφέρεται εἰς προμήθειαν εἰδῶν ἢ ἐκτέλεσιν ἐργασιῶν ἄνευ συγγραφῆς ὑποχρεώσεως διὰ τῆς ἐπιθέσεως εἰδικῆς σφραγῖδος ἐπὶ τοῦ τιμολογίου δι' ἧς θὰ βεβαιοῦται ὅτι αἱ ποσότητες καὶ αἱ ποιότητες ἠλέγχθησαν ἢ αἱ ἐργασίαι ἐξετελέσθησαν ἐκ μέρους τοῦ ἁρμοδίως ἐξουσιοδοτουμένου πρὸς τοῦτο ὑπαλλήλου τοῦ ΑΝΑΔΟΧΟΥ.

β) Τὸ ἀποδεικτικὸν χρεώσεως τοῦ παραληφθέντος ὑλικοῦ εἰς τὰ οἰκεῖα βιβλία δύναται νὰ ἀναπληροῦται μόνον ἐφ' ὅσον ἀναφέρεται εἰς τὴν προμήθειαν εἰδῶν ὀργανώσεως καὶ λειτουργίας τῶν γραφείων τοῦ ΑΝΑΔΟΧΟΥ δι' ἐπιθέσεως εἰδικῆς σφραγῖδος ἐπὶ τοῦ τιμολογίου δι' ἧς θὰ βεβαιοῦται ὅτι ἐγένετο ἡ χρέωσις τοῦ παραληφθέντος ὑλικοῦ εἰς τὰ οἰκεῖα βιβλία μετὰ μνείας τοῦ ἀριθμοῦ καταχωρήσεως καὶ τοῦ οἰκείου λογαριασμοῦ ἐκ μέρους τοῦ ἁρμοδίως ἐξουσιοδοτουμένου πρὸς τοῦτο ὑπαλλήλου τοῦ ΑΝΑΔΟΧΟΥ.

3. Διὰ τὰ κατωτέρω ἐκ τῶν ἐν τοῖς ἐδαφίοις Ι καὶ ΙΙ τῆς παραγρ. 1 τοῦ παρόντος ἄρθρου ἀναφερομένων δικαιολογητικῶν στοιχείων θὰ ἀκολουθῆται εἰδικὴ διαδικασία ὡς πρὸς τὴν ὁλοκλήρωσιν τῆς πληρότητος αὐτῶν ὡς ἀκολούθως :

α) Ἡ πιστοποίησις τῆς ἀξίας τῶν ἐκτελουμένων ἐν γένει ἔργων θὰ συντάσσεται ἀπὸ τὸν ἐπιβλέποντα μηχανικὸν τοῦ ΑΝΑΔΟΧΟΥ καὶ θὰ ἐγκρίνεται ἐν συνεχείᾳ παρὰ τοῦ ΕΡΓΟΔΟΤΟΥ. Τὰ συνοδεύοντα τὴν πιστοποίησιν στοιχεῖα ἤτοι ἐπιμετρήσεις, πρωτόκολλα ἀφανῶν κλπ. θὰ ὑπογράφωνται τόσον ἀπὸ τὸν ἐπιβλέποντα μηχανικὸν τοῦ ΑΝΑΔΟΧΟΥ ὅσον καὶ τὸν ἐποπτεύοντα μηχανικὸν τοῦ ΕΡΓΟΔΟΤΟΥ.

β) Ἡ τελικὴ πιστοποίησις ἐφ' ὅσον πρόκειται περὶ ἔργου μὴ ὑπερβαίνοντος τὰς δραχμὰς 25.000 θὰ ἀκολουθῇ τὴν αὐτὴν ὡς ἀνωτέρω διαδικασίαν καὶ θὰ συνοδεύεται διὰ τοῦ πρωτοκόλλου ὁριστικῆς παραλαβῆς τῶν ἐκτελεσθεισῶν ἐργασιῶν παρὰ τῆς εἰδικῶς συγκροτουμένης πρὸς τοῦτο ἐκ μέρους τοῦ ΕΡΓΟΔΟΤΟΥ Ἐπιτροπῆς.

γ) Ἡ τελικὴ πιστοποίησις ἐφ' ὅσον πρόκειται περὶ ἔργου ὑπερβαίνοντος τὰς δραχμὰς 25.000 θ' ἀκολουθῇ τὴν αὐτὴν ὡς ἐν τῇ περιπτώσει β τῆς παρούσης παραγράφου διαδικασίαν καὶ θὰ ἐγκρίνεται δι' εἰδικῆς ἀποφάσεως τοῦ ΕΡΓΟΔΟΤΟΥ.

δ) Τὸ πρακτικὸν ποιοτικῆς καὶ ποσοτικῆς παραλαβῆς τῶν προμηθευομένων ὑλικῶν θὰ συντάσσεται παρὰ τῆς εἰδικῶς συγκροτουμένης πρὸς τοῦτο ἐκ μέρους τοῦ ΕΡΓΟΔΟΤΟΥ Ἐπιτροπῆς.

4. Ἐκ τῶν ἐν τοῖς ἐδαφίοις Ι καὶ ΙΙ τῆς παραγρ. 1 τοῦ παρόντος ἄρθρου ἀναφερομένων δικαιολογητικῶν στοιχείων θὰ ἐπισυνάπτωνται ἀπαραιτήτως ἐπὶ τοῦ ἐντάλματος πληρωμῆς τὸ ἐξωφλημένον τιμολόγιον-λογαριασμὸς ἢ ἀπόδειξις τοῦ δικαιούχου πάντα δὲ τὰ λοιπὰ δικαιολογητικὰ δύνανται νὰ τηρῶνται ἐκ μέρους τοῦ ΑΝΑΔΟΧΟΥ εἰς ἰδιαίτερον κατὰ δαπάνην ἠριθμημένον φάκελλον, ἀναγραφομένου εἰς τὴν περίπτωσιν ταύτην ἐπὶ τοῦ ἐντάλματος τοῦ ἀριθμοῦ τοῦ φακέλλου.

Ἄρθρον 3.

Προκειμένου περὶ πληρωμῶν εἰς δραχμὰς ἀφορωσῶν εἰς τὰς λοιπὰς ἐν ἄρθρῳ 22 τῆς Συμβάσεως ἀναφερομένας κατηγορίας δαπανῶν εἰς δραχμὰς τὰς βαρυνούσας τὸν ΕΡΓΟΔΟΤΗΝ πέραν τῶν ἐν ἄρθρῳ 2 τοῦ παρόντος μνημονευομένων, τὰ δικαιολογητικὰ στοιχεῖα διενεργείας τῶν σχετικῶν μὲ τὰς δαπάνας ταύτας πληρωμῶν ὁρίζονται ὡς ἀκολούθως :

Ι. Δαπάναι ἐνοικίων:

Α. Κατὰ τὴν πρώτην καταβολὴν ἐνοικίου :

α) Ἐγκριτικὴ ἀπόφασις ΕΡΓΟΔΟΤΟΥ.

β) Μισθωτήριον Συμβόλαιον.

γ) Πρωτόκολλον παραλαβῆς τοῦ ἐνοικιασθέντος διαμερίσματος.

δ) Ἐξοφλητικὴ ἀπόδειξις τοῦ ἐκμισθωτοῦ.

Β. Διὰ τὰς περαιτέρω πληρωμάς :

α) Ἐξοφλητικὴ ἀπόδειξις ἐκμισθωτοῦ.

ΙΙ. Δαπάναι Φωτισμοῦ:

Ἀπόδειξις πληρωμῆς.

ΙΙΙ. Δαπάναι ὑδρεύσεως:

Τὰ ἀνωτέρω ἐν τῷ ἐδαφίῳ ΙΙ δικαιολογητικὰ στοιχεῖα.

ΙV. Δαπάναι Θερμάνσεως:

Α. Ἐφ' ὅσον πρόκειται περὶ συστεγάσεως καὶ ἡ δαδάνη θερμάνσεως δὲν ἔχει συμφωνηθῇ εἰς τὸ τίμημα τοῦ ἐνοικίου :

α) Κανονισμὸς κατανομῆς συνολικῆς δαπάνης εἰς ὃν θὰ ἐμφαίνηται τὸ ποσοστὸν τὸ βαρῦνον τὸν κατεχόμενον χῶρον καὶ

β) Ἐξοφλητικὴ ἀπόδειξις.

Β. Ἐφ' ὅσον πρόκειται περὶ ἀνεξαρτήτου συστήματος θερμάνσεως ἡ δαπάνη τοῦ ὁποίου βαρύνει τὸν ΑΝΑΔΟΧΟΝ :

α) Διὰ τὰς προμηθείας καυσίμων τὰ ἀπαιτούμενα ἐπὶ τῶν προμηθειῶν δικαιολογητικὰ ὡς ἀνωτέρω.

β) Πρακτικὸν καταναλώσεως.

V. Δαπάναι διὰ τηλεφωνικὰ καὶ τηλεγραφικὰ τέλη:

Ἀποδείξεις Ο.Τ.Ε.

VI. Διὰ ταχυδρομικὰ τέλη:

α) Ἀποδείξεις πληρωμῆς καὶ

β) Ὅπου δὲν καθίσταται δυνατὴ ἡ πληρωμὴ δι' ἀποδείξεων, κατάστασις Ταχυδρομικῶν Τελῶν ὑπογρεγραμμένη παρὰ τοῦ ΑΝΑΔΟΧΟΥ εἰς ἣν θὰ ἀναγράφεται τὸ δαπανηθὲν ποσόν.

VII. Δαπάναι δι' ὁδοιπορικὰ ἔξοδα προσωπικοῦ :

Α. Δι' εἰσιτήρια μὴ ὑπερβαίνοντα τὰς δέκα δραχμάς. Ἡμερολογιακὴ κατάστασις ἐμφαίνουσα τὰς γενομένας μετακινήσεις καὶ τὴν σχετικὴν δαπάνην καὶ

Β. Δι' εἰσιτήρια ὑπερβαίνοντα τὸ ποσὸν τῶν δραχμῶν δέκα.

α) Τὰ εἰσιτήρια ἢ ἀποδείξεις πληρωμῆς. Προσέτι δὲ εἰς ἀμφοτέρας τὰς περιπτώσεις.

αα) ἐντολὴν μετακινήσεως ἁρμοδίως ἐκδιδομένην

ββ) βεβαίωσιν περὶ τῶν μηνιαίων ἀποδοχῶν ἢ ἀπόφασιν καθορίζουσαν τὴν ἡμερησίαν ἀποζημίωσιν.

VIII. Διὰ μισθοὺς καὶ ἡμερομίσθια ὑπαλληλικοῦ καὶ τεχνικοῦ προσωπικοῦ:

α) Ἐγκριτικὴ ἀπόφασις τοῦ ΕΡΓΟΔΟΤΟΥ.

β) Ἀντίγραφον Συμβάσεως (Μόνον διὰ τὸ διὰ συμβάσεως ἐργασίας συνδεόμενον προσωπικόν).

γ) Μισθολογικὴ κατάστασις ἐξωφλημένη ὑπὸ τῶν δικαιούχων ἢ συνοδευομένη ὑπὸ ἐξοφλητικῶν ἀποδείξεων αὐτῶν. Ἐν τῇ μισθολογικῇ καταστάσει δέον νὰ βεβαιοῦται ὅτι οἱ ἐν αὐτῇ ἀναγραφόμενοι εἰργάσθησαν κατὰ τὸ δι' ὃ αὕτη χρονικὸν διάστημα.

δ) Ἡμερήσια ἢ ἑβδομαδιαῖα δελτία ἐργασίας τοῦ ὑπαλληλικοῦ καὶ ἐργατοτεχνικοῦ προσωπικοῦ.

ΙΧ. Δαπάναι δι' ἐπιδόματα διαβιώσεως ἐν Ἑλλάδι ἀλλοδαποῦ προσωπικοῦ:

Ἁπλῆ ἐξοφλητικὴ ἀπόδειξις τοῦ ΑΝΑΔΟΧΟΥ

Χ. Ἀμοιβαὶ διὰ τὴν μελέτην τῶν ἔργων Πολιτικοῦ Μηχανικοῦ:
Ἐξοφλητικὴ ἀπόδειξις τοῦ ΑΝΑΔΟΧΟΥ.

ΧΙ. Δαπάναι λειτουργίας αὐτοκινήτων:

α) Ἡμερολόγιον κινήσεως αὐτοκινήτου.

β) Πρακτικὸν τῆς κατὰ μῆνα καταναλώσεως ποσότητος καυσίμων καὶ λιπαντικῶν κατὰ τὸ ἡμερολόγιον κινήσεως.

γ) Τιμολόγιον ἢ ἐξοφλητικὴ ἀπόδειξις τοῦ προμηθευτοῦ.

δ) Ἅπαντα τὰ ἐν ἄρθρῳ 2 τοῦ παρόντος καθοριζόμενα δικαιολογητικὰ προκειμένου περὶ προμηθείας ἀνταλλακτικῶν κλπ. ὡς καὶ ἐκτελέσεως ἐργασιῶν ἐπισκευῶν ἐν γένει.

Ἄρθρον 4ον.

1. Τὰ ἐν ἑκάστῃ τῶν ἐν ἄρθροις 2 καὶ 3 τοῦ παρόντος περιπτώσεων ἀναγραφόμενα δικαιολογητικὰ στοιχεῖα διενεργείας ἐκ μέρους τοῦ ΑΝΑΔΟΧΟΥ τῶν πληρωμῶν εἰς δραχμὰς ἀποτελοῦσι τὰ ἐλάχιστα, ἅτινα εἰς ἑκάστην περίπτωσιν θὰ ἀπαιτῇ κατὰ τὴν ἐνάσκησιν τοῦ ἐλέγχου ὁ ΕΡΓΟΔΟΤΗΣ, ὅστις δικαιοῦται νὰ ἐπιζητῇ καὶ νὰ ἐλέγχῃ καὶ πᾶν ἕτερον δικαιολογητικὸν στοιχεῖον πραγματοποιήσεως τῶν δαπανῶν εἰς δραχμὰς ἐκ μέρους τοῦ ΑΝΑΔΟΧΟΥ τηρούμενον παρ' αὐτοῦ.

2. Κατὰ τὴν διενέργειαν τῶν ἀνωτέρω ἐν τῷ παρόντι ἀναφερομένων πληρωμῶν εἰς δραχμὰς ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται νὰ συμμορφοῦται πρὸς τὰ ἐν Ἑλλάδι ἰσχύοντα κατὰ Νόμον, ὅσον ἀφορᾷ α) τὰ τέλη χαρτοσήμου, τὸν φόρον εἰσοδήματος καὶ τὰς λοιπὰς φορολογίας ἐν γένει, β) τὰς ἐκ τῶν κειμένων διατάξεων ἐπιβαλλομένας κρατήσεις ὑπὲρ τῶν ἀσφαλιστικῶν ταμείων ἐπὶ τῶν μισθῶν καὶ ἡμερομισθίων τοῦ ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ χρησιμοποιουμένου Ἑλληνικοῦ προσωπικοῦ καὶ γ)τὰς ἐκ τῶν κειμένων διατάξεων ἐπιβαλλομένας ὑποχρεώσεις εἰς τοὺς ὑπεργολάβους (ἐκτελέσεως ἐργασιῶν) ἢ προμηθευτὰς ἐν γένει διὰ τὴν ὑποβολὴν δηλώσεων εἰς τὴν ἁρμοδίαν Οἰκονομικὴν Ἐφορίαν ἐπὶ τῆς ἀναληφθείσης ἐργολαβίας ἢ προμηθείας ἄνω τῶν δραχμῶν 2.000.

Ἄρθρον 5.

Ἡ ἐν τῷ παρόντι παραρτήματι F προβλεπομένη διαδικασία δύναται προτάσει ἑκατέρου τῶν συμβαλλομένων μερῶν καὶ κατόπιν ἐγγράφου συμφωνίας τούτων νὰ τροποποιῆται καὶ συμπληροῦται ἀναλόγως πρὸς τὰς ἑκάστοτε διαμορφουμένας συνθήκας καὶ ἀνάγκας τοῦ ἔργου.

ΠΑΡΑΡΤΗΜΑ Η

ΣΧΕΔΙΑ ΕΓΓΥΗΤΙΚΩΝ ΕΠΙΣΤΟΛΩΝ

1. ΕΓΓΥΗΣΙΣ ΚΑΛΗΣ ΕΚΤΕΛΕΣΕΩΣ
2. ΕΓΓΥΗΣΙΣ ΑΝΑΛΗΨΕΩΣ ΠΡΟΚΑΤΑΒΟΛΗΣ
3. ΕΓΓΥΗΣΙΣ ΑΝΑΛΗΨΕΩΣ ΠΡΟΟΔΕΥΤΙΚΗΣ ΚΑΤΑΒΟΛΗΣ
4. ΕΓΓΥΗΣΙΣ ΠΡΟΚΑΤΑΒΟΛΗΣ

ΕΓΓΥΗΣΙΣ ΚΑΛΗΣ ΕΚΤΕΛΕΣΕΩΣ

Ἐγγυητικὴ ἐπιστολὴ ὑπ' ἀριθ. 1

Συμφώνως πρὸς τὴν Σύμβασιν ἀπὸ 3 Μαρτίου 1960μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου (ΕΡΓΟΔΟΤΟΥ), ἀφ' ἑνός, καὶ ἀφ' ἑτέρου τοῦ CEKOP WARSZAWA, MOKOTOWSKA-STR. 49 (ΑΝΑΔΟΧΟΥ), ὁ τελευταῖος οὗτος ὑποχρεοῦται ὅπως προμηθεύσῃ ΥΛΙΚΑ ΕΞΟΠΛΙΣΜΟΝ ΚΑΙ ΑΝΤΑΛΛΑΚΤΙΚΑ ὡς καὶ νὰ ἐπιβλέψῃ τὴν κατασκευὴν καὶ τὰ ἔργα ἀνεγέρσεως ἑνὸς Ἐργοστασίου παραγωγῆς Σακχάρεως ἐκ τεύτλων ἐν τῇ περιοχῇ τῶν Σερρῶν.

Συμφώνως πρὸς τὸ ἄρθρον 25 παράγρ. 9 τῆς εἰρημένης Συμβάσεως ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται ὅπως καταθέσῃ ἐγγυητικὴν ἐπιστολὴν ἐκδοθησομένην ὑπὸ τῆς ἡμετέρας Τραπέζης διὰ 20 ο]ο τῆς ἀξίας τῶν ΥΛΙΚΩΝ, τοῦ ΕΞΟΠΛΙΣΜΟΥ καὶ τῶν ΑΝΤΑΛΛΑΚΤΙΚΩΝ FOR Πολωνο-Τσεχοσλοβακικὰ σύνορα ἢ FOB Πολωνικὸν Λιμένα, ἀνερχομένης εἰς Δολλάρια, 3.431.870 ὡς χρηματικὴν ἐγγύησιν διὰ τὴν ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ ἐκπλήρωσιν τῶν ὑποχρεώσεων αὐτοῦ συμφώνως τῷ ἄρθρῳ 25 παράγρ. 8 καὶ ἔχοντες ὑπ' ὄψιν, ὅτι παρεκλήθημεν ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ, ὅπως παράσχωμεν τὴν ἡμετέραν ἐγγύησιν, ἡμεῖς ἡ ὑπογεγραμμένη Τράπεζα NARODOWY BANK POLSKI WARSZAWA, ἐγγυώμεθα διὰ τῆς παρούσης, συμφώνως πρὸς τὰ ἀνωτέρω, ὡς ὑπέχοντες ἄμεσον εὐθύνην καὶ ὑποσχόμεθα, ὅπως τὸ ποσὸν τῆς ἐγγυήσεως καταθέσωμεν ἐπὶ τῇ αἰτήσει τοῦ ΕΡΓΟΔΟΤΟΥ καὶ ἄνευ οἱασδήποτε ἀντιρρήσεως οὐχὶ ὅμως ἐνωρίτερον τῶν 43 μηνῶν ἀπὸ τῆς ἰσχύος τῆς ἀνωτέρω Συμβάσεως, παρὰ τῇ Τραπέζῃ μας εἰς δεσμευμένον λογαριασμόν, ἐλεύθερον παντὸς τόκου, ἐπ' ὀνόματι τοῦ ΕΡΓΟΔΟΤΟΥ.

Ἡ κατάθεσις αὕτη θὰ ἀποδεσμευθῇ μετὰ τὴν ἔκδοσιν τῆς ὑπὸ τοῦ ἄρθρου 34 τῆς Συμβάσεως προβλεπομένης ἀποφάσεως τοῦ Διαιτητικοῦ Δικαστηρίου καὶ συμφώνως πρὸς τὰ διὰ τῆς ἀποφάσεως ταύτης ὁριζόμενα ἢ 2 μῆνας μετὰ τὴν κατάθεσιν τῆς ἐγγυήσεως παρὰ τῇ Τραπέζῃ μας, εἰς ἣν περίπτωσιν ὁ ΑΝΑΔΟΧΟΣ δὲν μᾶς εἰδοποιήσει, ὅτι ἐντὸς τῶν δύο μηνῶν τούτων προσέφυγεν εἰς Διαιτησίαν, δι' ὑποβολῆς εἰς τὸν ΕΡΓΟΔΟΤΗΝ ἀντιγράφου τῆς ἐπιστολῆς του ἀπευθυνομένης εἰς τὸν ΕΡΓΟΔΟΤΗΝ, ἐξ ἧς θὰ ἀποδεικνύεται, ὅτι ὁ ΑΝΑΔΟΧΟΣ προσέφυγεν εἰς Διαιτησίαν.

Εἰς τὴν περίπτωσιν καθ' ἣν ὁ δεσμευμένος λογαριασμὸς ἢ μέρος αὐτοῦ ἀποδεσμευθῇ εἰς ὄφελος τοῦ ΕΡΓΟΔΟΤΟΥ, ἡ μεταφορὰ τοῦ ἀντιστοίχου ποσοῦ εἰς τὴν Τράπεζαν τῆς Ἑλλάδος-Ἀθῆναι θὰ πραγματοποιηθῇ ὡς ἀκολούθως:

α) Μέχρι ποσοῦ Δολλ. 343.187 εἰς ἐλεύθερα Δολλ. τῶν Η.Π.Α.

β) Μέχρι ποσοῦ Δολλ. 343.187, ἐντὸς τοῦ πλαισίου τῶν ἑκάστοτε ἰσχυόντων κανονισμῶν πληρωμῆς μεταξὺ Ἑλλάδος καὶ Πολωνίας, κατὰ τὸν χρόνον ἐξοφλήσεως.

Συμφώνως πρὸς τοὺς ὅρους τῆς Συμβάσεως τὸ συνολικὸν ποσὸν δι' ὃ ὑπέχομεν εὐθύνην διὰ τῆς παρούσης ἐγγυητικῆς ἐπιστολῆς περιορίζεται ἐν πάσῃ περιπτώσει εἰς τὸ ἀνωτέρω ἀναφερόμενον ποσὸν Δολλ. 686.374.

Ἡ ἐγγύησις αὕτη θὰ λήξῃ αὐτομάτως, ὅταν παραδοθῶσιν ἡμῖν ὑπὸ τοῦ ΑΝΑΔΟΧΟΥ τὰ ἀναφερόμενα ἐν ἄρθρῳ 12 τῆς Συμβάσεως σχετικὰ ἔγγραφα περὶ ἐπιτυχοῦς συμπληρώσεως τῶν δοκιμῶν λειτουργίας.

Ἡ παροῦσα ἐγγύησις λήγει τὸ ἀργότερον τὴν 30ὴν Νοεμβρίου 1963.

Ἡ παροῦσα ἐγγυητικὴ ἐπιστολὴ δέον, ὅπως ἐπιστραφῇ ἡμῖν μετὰ τὴν λῆξιν της.

Ἡ ἐκ τῆς παρούσης ἐγγυητικῆς ἐπιστολῆς ὑποχρέωσίς μας θὰ παύσῃ ὑφισταμένη συμφώνως πρὸς τοὺς ἐν αὐτῇ περιλαμβανομένους ὅρους καὶ ἀνεξαρτήτως τῆς ἐπιστροφῆς ἢ μὴ ταύτης εἰς ἡμᾶς.

NARODOWY BANK POLSKI
DEPARTAMENT ZAGRANICZNY
WARSZAWA

ΕΓΓΥΗΣΙΣ ΑΝΑΛΗΨΕΩΣ ΠΡΟΚΑΤΑΒΟΛΗΣ

Ἐγγυητικὴ Ἐπιστολὴ ὑπ' ἀριθ. 2

Συμφώνως πρὸς τὴν Σύμβασιν ἀπὸ 3ης Μαρτίου 1960 μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου (ΕΡΓΟΔΟΤΟΥ), ἀφ' ἑνὸς καὶ ἀφ' ἑτέρου τοῦ CEKOP, WARSZAWA, MOKOTOWSKASTR. 49 (ΑΝΑΔΟΧΟΥ), ὁ τελευταῖος οὗτος ὑποχρεοῦται, ὅπως προμηθεύσῃ ΥΛΙΚΑ, ΕΞΟΠΛΙΣΜΟΝ, καὶ ΑΝΤΑΛΛΑΚΤΙΚΑ, ὡς καὶ νὰ ἐπιβλέψῃ τὴν κατασκευὴν καὶ τὰ ἔργα ἀνεγέρσεως ἑνὸς Ἐργοστασίου παραγωγῆς Σακχάρεως ἐκ τεύτλων ἐν τῇ περιοχῇ Σερρῶν. Τὸ συνολικῶς συμφωνηθὲν τίμημα FOR Πολωνο-Τσεχοσλοβακικὰ σύνορα ἢ FOB Πολωνικὸν λιμένα διὰ τὰς ὡς ἄνω προμηθείας καθὼς καὶ τὰς ὑπηρεσίας, ἀνέρχεται εἰς Δολλάρια Η.Π.Α.: 3.591.570.

Δυνάμει τοῦ ἄρθρου 21, παραγρ. 1 τῆς εἰρημένης Συμβάσεως, ὁ ΕΡΓΟΔΟΤΗΣ ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως καταβάλῃ ἐντὸς 10 μηνῶν ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς Συμβάσεως, τὴν δευτέραν προκαταβολὴν ἐκ Δολλαρίων Η.Π.Α. 179.578, 50 ὑπὲρ τοῦ ΑΝΑΔΟΧΟΥ, εἰς ἐλεύθερα Δολλάρια Η.Π.Α.

Διὰ τὴν ἐξασφάλισιν τῆς πληρωμῆς τῆς ὡς ἄνω ἀναφερομένης δευτέρας προκαταβολῆς, ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται δυνάμει τῆς Συμβάσεως, ὅπως καταθέσῃ ἐγγυητικὴν ἐπιστολὴν ἐκδόσεως τῆς ἡμετέρας Τραπέζης.

Αἰτήσει τοῦ ΕΡΓΟΔΟΤΟΥ, ἡμεῖς ἡ ὑπογεγραμμένη Τράπεζα τῆς Ἑλλάδος, Ἀθῆναι, ἐγγυώμεθα διὰ τῆς παρούσης ὑπὲρ τοῦ ΑΝΑΔΟΧΟΥ, ὡς ὑπέχοντες ἄμεσον εὐθύνην συμφώνως πρὸς τὰς ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ ἀναληφθείσας ὑποχρεώσεις, ἀναλαμβάνοντες ἀνεκκλήτως καὶ ἄνευ οὐδεμιᾶς ἀντιρρήσεως, ἐπὶ τῇ πρώτῃ ἐγγράφῳ αἰτήσει τοῦ ΑΝΑΔΟΧΟΥ, ὅτι ὁ ΕΡΓΟΔΟΤΗΣ δὲν ἐξεπλήρωσε τὴν ὑποχρέωσίν του ὅπως καταβάλῃ συμφώνως τῇ Συμβάσει τὴν δευτέραν προκαταβολήν, ὅπως καταβάλωμεν ποσὸν κατ' ἀνώτατον ὅριον ἐλευθέρων Δολλαρίων Η.Π.Α. 179.578,50 εἰς τὴν NARODOWY BANK POLSKI, WARZAWA, ὑπὲρ τοῦ ΑΝΑΔΟΧΟΥ.

Ἡ ἐγγύησις αὕτη θὰ λήξῃ αὐτομάτως, ὅταν ὁ ΕΡΓΟΔΟΤΗΣ καταβάλῃ συμφώνως τῇ Συμβάσει, τὴν δευτέραν προκαταβολήν.

Ἡ παροῦσα ἐγγυητικὴ ἐπιστολὴ λήγει τὸ ἀργότερον τὴν 28ην Φεβρουαρίου 1961.

Ἡ παροῦσα ἐγγυητικὴ ἐπιστολὴ δέον ὅπως ἐπιστραφῇ ἡμῖν μετὰ τὴν λῆξιν της.

Ἡ ἐκ τῆς παρούσης ἐγγυητικῆς ἐπιστολῆς ὑποχρέωσίς μας θὰ παύσῃ ὑφισταμένη συμφώνως πρὸς τοὺς ἐν αὐτῇ περιλαμβανομένους ὅρους καὶ ἀνεξαρτήτως τῆς ἐπιστροφῆς ἢ μὴ ταύτης εἰς ἡμᾶς.

Τράπεζα Ἑλλάδος
Ἀθῆναι

ΕΓΓΥΗΣΙΣ ΑΝΑΛΗΨΕΩΣ ΠΡΟΟΔΕΥΤΙΚΗΣ ΚΑΤΑΒΟΛΗΣ

Ἐγγυητικὴ Ἐπιστολὴ ὑπ' ἀριθ. 3

Συμφώνως πρὸς τὴν Σύμβασιν ἀπὸ 3 Μαρτίου 1960 μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου (ΕΡΓΟΔΟΤΟΥ), ἀφ' ἑνὸς καὶ ἀφ' ἑτέρου τοῦ CEKOP, WARSZAWA, MOKOTOWSKASTR. 49 (ΑΝΑΔΟΧΟΥ), ὁ τελευταῖος οὗτος ὑποχρεοῦται ὅπως προμηθεύσῃ ΥΛΙΚΑ, ΕΞΟΠΛΙΣΜΟΝ καὶ ΑΝΤΑΛΛΑΚΤΙΚΑ, ὡς καὶ νὰ ἐπιβλέψῃ τὴν κατασκευὴν καὶ τὰ ἔργα ἀνεγέρσεως ἑνὸς Ἐργοστασίου παραγωγῆς Σακχάρεως ἐν τῇ περιοχῇ τῶν Σερρῶν.

Τὸ συνολικῶς συμφωνηθὲν τίμημα FOR Πολωνο–Τσεχοσλοβακικὰ σύνορα ἢ FOB Πολωνικὸν Λιμένα διὰ τὰς ἀνωτέρω προμηθείας καθὼς καὶ τὰς ὑπηρεσίας ἀνέρχεται εἰς Δολλάρια Η.Π.Α. 3.591.570.

Συμφώνως πρὸς τὸ ἄρθρον 21, παραγρ. 2, τῆς εἰρημένης Συμβάσεως, ὁ ΕΡΓΟΔΟΤΗΣ ἀναλαμβάνει τὴν ὑποχρέωσιν, ὅπως ἀνοίξῃ παρὰ τῇ Τραπέζῃ NARODOWY BANK POLSKI WARSZAWA ὑπὲρ τοῦ ΑΝΑΔΟΧΟΥ, πιστώσεις τῶν ὁποίων τὰ ποσὰ καὶ οἱ ὅροι ἀναφέρονται ἐν τῇ ἀνωτέρῳ παραγράφῳ, πρὸς πληρωμὴν ἐντὸς τοῦ πλαισίου τῶν ἑκάστοτε ἰσχυόντων κανονισμῶν πληρωμῆς μεταξὺ Ἑλλάδος καὶ Πολωνίας κατὰ τὸν χρόνον ἑκάστης καταβολῆς ἤτοι :

α) Μέχρι Δολλ. 3.072.713 πρὸς κάλυψιν τοῦ ὑπολοίπου τοῦ τιμήματος τῶν ΥΛΙΚΩΝ, τοῦ ΕΞΟΠΛΙΣΜΟΥ καὶ τῶν ΑΝΤΑΛΛΑΚΤΙΚΩΝ, ὡς προβλέπεται διὰ τοῦ ἄρθρου 20, παράγρ. 1α καὶ τῶν γενομένων κατὰ τὸ ἄρθρον 21 παραγρ. 2Α στοιχεῖα 1—3 πληρωμῶν ἐντὸς 16, 22 καὶ 30 ἡμερῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως.

β) Μέχρι Δολλ. 126.500 πρὸς κάλυψιν τοῦ τιμήματος τῆς ἐπιβλέψεως καὶ τῶν ὑπηρεσιῶν σχετιζομένων μὲ τὰ ἔργα ἀνεγέρσεως τοῦ ΕΡΓΟΣΤΑΣΙΟΥ (ἄρθρ. 21, παράγρ. 2β στοιχεῖα 1—2) ἐντὸς 18 καὶ 30 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως.

γ) Μέχρι Δολλ. 4.600 πρὸς κάλυψιν τοῦ τιμήματος τεχνικῆς βοηθείας διὰ τὴν ἔναρξιν λειτουργίας καὶ τὴν πρώτην περίοδον τῶν ἐργασιῶν (ἄρθρ. 21, παραγρ. 2γ), ἐντὸς 34 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως.

δ) Μέχρι Δολλ. 10.000 πρὸς κάλυψιν τοῦ τιμήματος διὰ τὴν μελέτην τῶν ἔργων Πολιτ. Μηχανικοῦ (ἄρθρον 21 παραγρ. 2Δ), ἐντὸς 60 ἡμερῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

ε) Μέχρι Δολλ. 18.600 πρὸς κάλυψιν τοῦ τιμήματος διὰ τὴν ἐπίβλεψιν τῶν ἔργων Πολιτ. Μηχανικοῦ (ἄρθρον 21 παράγρ. 2Ε), ἐντὸς 12 μηνῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

Πρὸς ἐξασφάλισιν τῶν κατὰ τὰ ἀνωτέρω πληρωμῶν, ὁ ΕΡΓΟΔΟΤΗΣ ὑποχρεοῦται δυνάμει τῆς Συμβάσεως ὅπως καταθέσῃ ἐγγυητικὴν ἐπιστολὴν ἐκδόσεως τῆς ἡμετέρας Τραπέζης.

Αἰτήσει τοῦ ΕΡΓΟΔΟΤΟΥ, ἡμεῖς ἡ ὑπογεγραμμένη Τράπεζα τῆς Ἑλλάδος, Ἀθῆναι, ἐγγυώμεθα διὰ τῆς παρούσης ὑπὲρ τοῦ ΑΝΑΔΟΧΟΥ, ὡς ὑπέχοντες ἄμεσον εὐθύνην διὰ τὰς ὡς ἄνω ὑπὸ τοῦ ΕΡΓΟΔΟΤΟΥ πραγματοποιηθησομένας πληρωμάς, ἀναλαμβάνοντες ἀνεκκλήτως καὶ ἄνευ οὐδεμιᾶς ἀντιρρήσεως, ἐπὶ τῇ πρώτῃ ἐγγράφῳ αἰτήσει τοῦ ΑΝΑΔΟΧΟΥ, ὅτι ὁ ΕΡΓΟΔΟΤΗΣ δὲν ἐξεπλήρωσε τὴν ὑποχρέωσίν του, ὅσον ἀφορᾷ τὸ ἄνοιγμα οἱασδήποτε ἐκ τῶν ἀνωτέρω ἀναφερομένων πιστώσεων συμφώνως τῇ Συμβάσει, ὅπως ἀνοίξωμεν τὰς κατὰ τὰ ἀνωτέρω πιστώσεις μέχρι μεγίστου ποσοῦ Δολλαρίων Η.Π.Α. 3.232.413. παρὰ τῇ Τραπέζῃ NARODOWY BANK POLSKI WARSZAWA, ὑπὲρ τοῦ ΑΝΑΔΟΧΟΥ.

Ἡ ἐγγύησις αὕτη θὰ μειοῦται κατὰ τὸ ποσὸν ἑκάστης ἀνοιγομένης πιστώσεως, λήγει δὲ καθ' ὁλοκληρίαν ὅταν θὰ ἀνοιχθοῦν ἅπασαι αἱ πιστώσεις περὶ ὧν τὸ ἄρθρον 21 παραγρ. 2.

Ἐν πάσει περιπτώσει, ἡ παροῦσα ἐγγύησις λήγει τὸ ἀργότερον τὴν 31ην Μαΐου 1963.

Ἡ παροῦσα ἐγγυητικὴ ἐπιστολὴ δέον ὅπως ἐπιστραφῇ ἡμῖν μετὰ τὴν λῆξιν της.

Ἡ ἐκ τῆς παρούσης ἐγγυητικῆς ἐπιστολῆς ὑποχρέωσίς μας θὰ παύσῃ ὑφισταμένη συμφώνως πρὸς τοὺς ἐν αὐτῇ περιλαμβανομένους ὅρους καὶ ἀνεξαρτήτως τῆς ἐπιστροφῆς ἢ μὴ ταύτης εἰς ἡμᾶς.

ΤΡΑΠΕΖΑ ΤΗΣ ΕΛΛΑΔΟΣ
Ἀθῆναι

ΕΓΓΥΗΣΙΣ ΠΡΟΚΑΤΑΒΟΛΗΣ

Ἐγγυητικὴ Ἐπιστολὴ ὑπ' ἀριθ. 4

Συμφώνως πρὸς τὴν ἀπὸ 3 Μαρτίου 1960 Σύμβασιν μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου (ΕΡΓΟΔΟΤΟΥ), ἀφ' ἑνὸς καὶ ἀφ' ἑτέρου τοῦ CEKOP WARSZAWA,MOKOTOWSKASTR. 49 (ΑΝΑΔΟΧΟΥ) ὁ τελευταῖος οὗτος ὑποχρεοῦται, ὅπως προμηθεύσῃ τὰ ΥΛΙΚΑ, ΕΞΟΠΛΙΣΜΟΝ καὶ ΑΝΤΑΛΛΑΚΤΙΚΑ, ὡς καὶ νὰ ἐπιβλέψῃ τὴν κατασκευὴν καὶ τὰ ἔργα ἀνεγέρσεως ἑνὸς Ἐργοστασίου παραγωγῆς Σακχάρεως ἐκ τεύτλων ἐν τῇ περιοχῇ τῶν Σερρῶν. Τὸ συμφωνηθὲν ὁλικὸν τίμημα διὰ τὰς ὡς ἄνω προμηθείας FOR Πολωνοτσεχοσλοβακικὰ σύνορα ἢ FOB Πολωνικὸν Λιμένα καθὼς καὶ διὰ τὰς ὑπηρεσίας ἀνέρχεται εἰς Δολλ. 3.591.570.

Συμφώνως πρὸς τὸ ἄρθρον 21 παράγρ. 1 τῆς εἰρημένης Συμβάσεως ὁ ΕΡΓΟΔΟΤΗΣ ἀναλαμβάνει τὴν ὑποχρέωσιν, ὅπως καταβάλῃ εἰς τὸν παρὰ τῇ ἡμετέρᾳ Τραπέζῃ λογαριασμὸν τοῦ ΑΝΑΔΟΧΟΥ καὶ ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ἰσχύος τῆς Συμβάσεως μίαν πρώτην προκαταβολὴν ἀνερ-

χομένην εἰς 5 % τοῦ συμφωνηθέντος ὁλικοῦ τιμήματος ἤτοι Δολλ. 179.578,50, καὶ ἐντὸς 10 μηνῶν ἀπὸ τῆς ἰσχύος τῆς Συμβάσεως δευτέραν προκαταβολὴν ἀνερχομένην εἰς 5 % τοῦ συμφωνηθέντος ὁλικοῦ τιμήματος ἤτοι Δολλ. 179.578,50 καταβλητέα εἰς ἐλεύθερα Δολλάρια Η.Π.Α.

Διὰ τὴν πληρωμὴν τῆς εἰρημένης προκαταβολῆς ὁ ΑΝΑΔΟΧΟΣ ὑποχρεοῦται δυνάμει τῆς Συμβάσεως, ὅπως καταθέσῃ ἀντίστοιχον ἐγγυητικὴν ἐπιστολὴν ἐκδόσεως τῆς ἡμετέρας Τραπέζης.

Αἰτήσει τοῦ ΑΝΑΔΟΧΟΥ ἡμεῖς ἡ ὑπογεγραμμένη Τράπεζα NARODOWY BANK POLSKI WARSZAWA παρέχομεν ὑμῖν διὰ τῆς παρούσης τὴν ἡμετέραν ἐγγύησιν, ὡς ὑπέχοντες ἄμεσον εὐθύνην συμφώνως πρὸς τὰ ἀνωτέρω, διὰ τὴν ἐνεργηθησομένην ὑφ' ὑμῶν προκαταβολήν, ἀναλαμβάνοντες ἀνεκκλήτως καὶ ἄνευ οἱασδήποτε ἀντιρρήσεως, ὅπως καταθέσωμεν ἅμα τῇ πρώτῃ ἐγγράφῳ δηλώσει τοῦ ΕΡΓΟΔΟΤΟΥ, ὅτι κατὰ τὴν γνώμην αὐτοῦ ὁ ΑΝΑΔΟΧΟΣ δὲν ἐξεπλήρωσεν ἢ ἀδυνατεῖ νὰ ἐκπληρώσῃ τὴν ὑποχρέωσιν αὐτοῦ ὅπως προμηθεύσῃ ΥΛΙΚΑ, ΕΞΟΠΛΙΣΜΟΝ καὶ ΑΝΤΑΛΛΑΚΤΙΚΑ συμφώνως πρὸς τὴν Σύμβασιν, ποσὸν κατ' ἀνώτατον ὅριον μέχρι Δολλ. 359.157, εἰς ἐλεύθερα Δολλάρια Η.Π.Α., εἰς δεσμευμένον λογαριασμὸν παρὰ τῇ Τραπέζῃ μας, ἐλεύθερον παντὸς τόκου, ἐπ' ὀνόματι τοῦ ΕΡΓΟΔΟΤΟΥ.

Ἡ κατάθεσις αὕτη θὰ ἀποδεσμευθῇ μετὰ τὴν ἔκδοσιν τῆς ὑπὸ τοῦ ἄρθρου 34 τῆς Συμβάσεως προβλεπομένης ἀποφάσεως τοῦ Διαιτητικοῦ Δικαστηρίου καὶ συμφώνως πρὸς τὰ διὰ τῆς ἀποφάσεως ταύτης ὁριζόμενα ἢ δύο μῆνας μετὰ τὴν κατάθεσιν τοῦ ποσοῦ τῆς ἐγγυήσεως π α ρ ὰ τ ῇ Τ ρ α π έ ζ η μ α ς, εἰς ἣν περίπτωσιν ὁ ΑΝΑΔΟΧΟΣ δὲν μᾶς εἰδοποιήσει, ὅτι ἐντὸς τῶν δύο μηνῶν τούτων προσέφυγεν εἰς Διαιτησίαν, δι' ὑποβολῆς ἡμῖν ἀντιγράφου τῆς ἐπιστολῆς του ἀπευθυνομένης εἰς τὸν ΕΡΓΟΔΟΤΗΝ, ἐξ ἧς θὰ ἀποδεικνύεται, ὅτι ὁ ΑΝΑΔΟΧΟΣ προσέφυγεν εἰς Διαιτησίαν.

Ἡ ἰσχὺς τῆς παρούσης ἐγγυήσεως ἄρχεται, ἀφ' ἧς ἡ ἀνωτέρω ἀναφερομένη προκαταβολὴ ὑπὲρ τοῦ ΑΝΑΔΟΧΟΥ ληφθῇ παρ' ἡμῶν.

Ἡ ἐγγύησις αὕτη μειοῦται αὐτομάτως κατὰ τὸ ποσὸν τῆς ὁλικῆς ἀξίας ἑκάστης ἀποστολῆς ΥΛΙΚΩΝ, ΕΞΟΠΛΙΣΜΟΥ καὶ ΑΝΤΑΛΛΑΚΤΙΚΩΝ ἐμφαινομένων εἰς τὰ τιμολόγια τοῦ ΑΝΑΔΟΧΟΥ, εὐθὺς ὡς ὑποβάλῃ ἡμῖν ὁ ΑΝΑΔΟΧΟΣ ἔγγραφα (φορτωτικὴν ἢ διπλότυπον φορτωτικῆς σιδηροδρόμου ἢ ἀπόδειξιν παραλαβῆς τοῦ πράκτορος μεταφορῶν ἢ ἀπόδειξιν ἀποθήκης ἐκδιδομένην τῷ ἄρθρῳ 21 παραγρ. 3Α), ὁμοῦ μετὰ τοῦ τιμολογίου τοῦ ΑΝΑΔΟΧΟΥ, ἀποδεικνύοντα τὴν ἀντίστοιχον ἀποστολήν. Ὅθεν ἡ παροῦσα ἐγγυητικὴ ἐπιστολὴ λήγει, εὐθὺς ὡς ὁ ΑΝΑΔΟΧΟΣ ὑποβάλῃ ἡμῖν ἔγγραφα ἀποδεικνύοντα τὴν ἀποστολὴν ΥΛΙΚΩΝ, ΕΞΟΠΛΙΣΜΟΥ καὶ ΑΝΤΑΛΛΑΚΤΙΚΩΝ, ἀξίας Δολλ. 359.157.

Ἡ παροῦσα ἐγγυητικὴ ἐπιστολὴ λήγει ἐν πάσῃ περιπτώσει τὸ ἀργότερον τὴν 31 Δεκεμβρίου 1962.

Ἡ ἐκ τῆς παρούσης ἐγγυητικῆς ἐπιστολῆς ὑποχρέωσίς μας θὰ παύσῃ ὑφισταμένη συμφώνως πρὸς τοὺς ἐν αὐτῇ περιλαμβανομένους ὅρους, ἀνεξαρτήτως τῆς εἰς ἡμᾶς ἐπιστροφῆς ἢ μὴ ταύτης.

NARODOWY BANK POLSKI
DEPARTAMENT ZAGRANICZNY
WARSZAWA

ΠΑΡΑΡΤΗΜΑ J.

ΚΑΤΑΛΟΓΟΣ ΕΛΛΗΝΙΚΟΥ ΕΞΕΙΔΙΚΕΥΜΕΝΟΥ ΠΡΟΣΩΠΙΚΟΥ ΔΙΑ ΤΑ ΕΡΓΑ ΑΝΕΓΕΡΣΕΩΣ

Ὁ ἀριθμὸς τῶν Πολωνῶν μηχανικῶν, τεχνικῶν καὶ ἐξειδικευμένων ἐργατῶν, ἀνερχόμενος συνολικῶς εἰς 25 πρόσωπα, δίδεται ὑπὸ τὴν προϋπόθεσιν ὅτι ὁ ἐπόμενος ἀριθμὸς εἰδικευμένου Ἑλληνικοῦ προσωπικοῦ δύναται νὰ διατεθῇ διὰ τὴν ἀνέγερσιν τῶν διὰ τοῦ Παραρτήματος Α καθοριζομένων ἐγκαταστάσεων.

α. Συναρμολόγησις τεχνολογικῶν συσκευῶν	5	ὁμάδες
β. Συναρμολόγησις ἐγκαταστάσεως παραγωγῆς ἐνεργείας	3	»
γ. Συναρμολόγησις ἀσβεστοκαμίνου καὶ ἐγκαταστάσεως ἀποξηράνσεως πολτοῦ	2	»
δ. Συναρμολόγησις ἐξοπλισμοῦ μεταφορᾶς	1	»
ε. Συναρμολόγησις δικτύου ἐξωτερικῶν σωληνώσεων (συμπεριλαμβανομένου τοῦ ἀντλιοστασίου)	1	»
στ. Ἐργασίαι μονώσεως	1	»
ζ. Συναρμολόγησις ἠλεκτρικοῦ ἐξοπλισμοῦ, ὡς καὶ τῶν ἐγκαταστάσεων μετρήσεως καὶ ἐλέγχου.	2	»

Ἕκαστον τῶν 15 συνεργείων θὰ ἀποτελῆται ἐκ 10 εἰδικευμένων ἐργατῶν ὑπὸ τὴν ἐπίβλεψιν ἑνὸς Ἕλληνος ἐργοδηγοῦ. Προβλέπεται ἡ ἐκτέλεσις τῆς ἐργασίας διὰ δύο ἐναλλασσομένων συνεργείων. Τὸ πρῶτον συνεργεῖον θὰ ἀποτελῆται ἐξ ἐννέα ὁμάδων, τὸ δὲ δεύτερον ἐξ 6 τοιούτων.

Ἐξ ἄλλου θὰ ἀπαιτηθοῦν 45 ἐξειδικευμένοι ἐργάται διὰ δευτερεύοντα ἔργα ἀνεγέρσεως καὶ διὰ βοηθητικὰς ἐργασίας ἐν γένει.

Οἱ ἀνειδίκευτοι ἐργάται δέον νὰ εἶναι διαθέσιμοι ἀναλόγως τῶν πραγματικῶν ἀναγκῶν.

Οἱ ἐξειδικευμένοι ἐργάται καὶ οἱ ἐργοδηγοὶ δέον νὰ διατεθοῦν συμφώνως πρὸς τὸ κατωτέρω κατὰ προσέγγισιν χρονολογικὸν πρόγραμμα :

18—24	μῆνας	: 30 %	τοῦ	συνολικοῦ	ἀριθμοῦ
24—30	»	: 60 %	»	»	»
30—34	»	: 90 %	»	»	»
34—38	»	: 100 %	»	»	»
38—40	»	: 80 %	»	»	»

ΠΑΡΑΡΤΗΜΑ Κ.

ΚΑΤΑΛΟΓΟΣ ΕΞΟΠΛΙΣΜΟΥ ΕΡΓΑΣΤΗΡΙΟΥ

Αὔξ. ἀριθ.	Ποσότης	Περιγραφή
1	1	Πολωσίμετρον μετ' ἀντισταθμίσεως διὰ πυριτικοῦ πρίσματος. Περιοχὴ μετρήσεως —30°+105°. Ἀκρίβεια ἀναγνώσεως 0,05°S, πλῆρες μετὰ φωτεινῆς πηγῆς, φίλτρου φωτὸς διὰ σωλῆνας παρατηρήσεως μέχρι 400 mm κατὰ μέγιστον.
2	1	Συνήθης πυριτικὴ πλὰξ μὲ βαθμὸν στροφῆς μέχρι 20°, ἐντὸς πλαισίου.
3	5	Σωλῆνες πολωσιμέτρου ἐξ ὑάλου μετὰ σωλῆνος πληρώσεως, μήκους 200mm.
4	2	Ὅμοιοι σωλῆνες μήκους 400mm ἑκάστου.
5	1	Σωλὴν πολωσιμέτρου PELLET μετὰ χωνίου πληρώσεως καὶ σωλῆνος ἀνυψώσεως ἐξ ὀρειχάλκου, μετὰ στιλπνῆς ἐπινικελώσεως, μήκους 200mm.
6	1	Ὅμοιος σωλὴν μήκους 400mm.
7	100	Καλυπτρίδες διὰ τοὺς ἀνωτέρω σωλῆνας διαμέτρου 15mm.
8	50	Ἐλαστικοὶ δακτύλιοι διὰ τὰ ἀνωτέρω.
9	1	Ζυγός, δυνατότητος 10kg πλήρης μετὰ σειρᾶς σταθμῶν 100 gr.
10	1	Φωτοηλεκτρικὸν χρωματόμετρον μετὰ 2 μονοχρωματικῶν φίλτρων GIBSON καὶ ἐξαρτημάτων.

11	5	Ὑποδοχεῖς 100 cm³ διὰ τὰ ἀνωτέρω.
12	1	Ἀναλυτικὸς ζυγός, μετ' ἀποσβέσεως δι' ἀέρος καὶ συστήματος μετατοπίσεως ἱππέως, σταθεροποιήσεως τόξου καὶ συστήματος ἀντισταθμίσεως βάσεως, καθρέπτου καὶ κιβωτίου. Ἀντοχὴ 200 gr. Ἀκρίβεια 0,1 mgr.
13	1	Σειρὰ ἀναλυτικῶν σταθμῶν ἐξ ἐπινικελωμένου ὀρειχάλκου μετὰ κλασμάτων γραμμαρίου, καὶ ἱππέων ὑπὸ καλυπτρίδα, λαβίδος μὲ αἰχμὰς ἐξ ἐλεφαντοστοῦ, 1 mgr. ἕως 100 gr. ἐντὸς θήκης.
14	1	Συσκευὴ προσδιορισμοῦ τέφρας δι' ἠλεκτρικὴν μέτρησιν τῆς εἰς τέφραν περιεκτικότητος τῆς σακχάρεως τεύτλων, λευκῆς σακχάρεως καὶ ἐξηυγενισμένης σακχάρεως. Περιοχὴ μετρήσεως 3 o]o ἕως 0,001 o]o τέφρας μετὰ μαγικοῦ ὀφθαλμοῦ.
15	1	Διαθλασίμετρον μετὰ συσκευῆς ἠλεκτροφωτισμοῦ περιοχῆς μετρήσεως 0°—85° BRIX, πλήρους μετὰ κιβωτίου.
16	1	Ἐφεδρικὸς λαμπτὴρ 25W.
17	1	Σύνηθες ὄργανον μετρήσεως pH. μετὰ τρίτης περιοχῆς μετρήσεως διὰ τὸν προσδιορισμὸν DEAD—STOP.
18	1	Πρότυπος ἄφλυσσος ἠλεκτροδίων.
19	1	Λίτρον ρυθμιστικοῦ διαλύματος pH. 4,62 ἐντὸς φιάλης πολυαιθυλενίου.
20	1	Λίτρον ρυθμιστικοῦ διαλύματος pH 6,81 ἐντὸς φιάλης πολυαιθυλενίου.
21	1	Συσκευὴ ἀναλύσεως καπναερίων μετὰ 3 σιφωνίων ἀπορροφήσεως, πλήρης ἐντὸς ξυλίνου κιβωτίου, μεθ' ἑνὸς (1) δοκιμαστικοῦ φίλτρου, διὰ τὸν προσδιορισμὸν τῆς δοκιμῆς θερμάνσεως.
22	100	Ἐφεδρικὰ ὑάλινα ποτήρια.
23	1	Ἐπιτραπέζιος συσκευὴ ἀποστάξεως, ἀποδόσεως 1,5 λίτρων]ὥρα, μετὰ ἠλεκτρικῆς θερμάνσεως.
24	1	Ἠλεκτρικὴ κάμινος ἀποτεφρώσεως διὰ τὴν ἀποτέφρωσιν σακχάρεως μέχρις 940° C.
25	1	Πλήρης ἐργαστηριακὴ συσκευὴ φυγοκεντρίσεως διὰ τὸν προσδιορισμὸν τῆς καταλληλότητος πρὸς ἐξευγενισμὸν τῆς σακχάρεως μετὰ τυμπάνου διηθήσεως, ὑποδοχέως καὶ ἀποχετεύσεως.
26	1	Πλῆρες αὐτόματον κυλινδρικὸν ξηραντήριον πλήρως ἐμφιαλωμένον, 20—220oC μετὰ θερμοστάτου. Ἐσωτερικὴ διάμετρος 350 mm. Βάθος 270 mm. μετὰ θερμομέτρου
27	2	Συσκευαί, προσδιορισμοῦ σκληρότητος ἀποτελούμεναι ἐκ προχοΐδος σκληρότητος μετὰ ξυλίνου πέλματος, φιαλιδίων ἀναταράξεως μετὰ μετρητικῶν χαραγῶν καὶ τοῦ ἀναλόγου σαπωνοδιαλύματος.
28	2	Ὑδρόμετρα διὰ τὸν ἔλεγχον τοῦ χυμοῦ, πλήρη μετὰ σαπωνοδιαλύματος.
29	6	Καυστῆρες, BUNSEN μετὰ στρόφιγγος, ρυθμίσεως ἀέρος καὶ φλογὸς οἰκονομίας 13 mm.
30	65	Σακχαρόμετρα κατὰ BRIX.
31	50	Πυκνόμετρα BEAUME.
32	10	Ὀρειχάλκινοι στατοὶ προχοΐδων.
33	10	Στατοὶ καψῶν, πλακῶν κ.λ.π.
34	20	Πήλινα τρίγωνα πλευρᾶς 60 mm.
35	20	Πλέγματα ἀμιάντου
36	1	Τρύπανον φελλῶν μετ' ἀκονιστικοῦ ἐξαρτήματος
37	30	Κοχλιάρια κεράτινα
38	30	Κεράτιναι διπλαὶ σπάτουλαι
39	30	Διπλαὶ σπάτουλαι ἐκ καθαροῦ νικελίου
40	40	Σφιγκτῆρες ἐλαστικοῦ σωλῆνος
41	20	Νικέλινα χωνευτήρια τήξεως
42	16	Λαβίδες χωρευτηρίων
43	10	Τρίποδα
44	10	Στατοὶ προχοΐδων ἄνευ σφιγκτῆρος
45	10	Ἔχματα ἄνευ σφιγκτῆρος
46	5	Ἔχματα ψυκτήρων
47	60	Δακτύλιοι μετὰ καὶ ἄνευ σφιγκτήρων
48	15	Διπλοὶ σφιγκτῆρες
49	10	Πρώτυποι σφιγκτῆρες
50	20	Χαλύβδινα τρίποδα ἐπιχρισμένα
51	5	Στηρίγματα σιφωνίων ξύλινα
52	5	Ἀντλίαι χαμηλῆς πιέσεως κατὰ HOPPLER.
53	20	Μετρητικὰ κύπελλα
54	2	Δοχεῖα ἀποστάκτου ὕδατος
55	115	Κάψαι πορσελάνης
56	20	Χύτραι πορσελάνης
57	16	Χωνευτήρια πορσελάνης
58	16	Μικραὶ κάψαι πορσελάνης
59	20	Κάψαι ἀποτεφρώσεως σακχάρεως ἐκ καθαροῦ Νικελίου.
60	10	Χωνία BUCHNER πορσελάνης
61	15	Ἰγδία
62	15	Ἀτρακτοι BRIX
63		Τὰ ἀπαραίτητα ὑλικὰ ὡς πώματα φελλοῦ καὶ ἐλαστικοῦ, ἐλαστικοὶ σωλῆνες, ψῆκτραι, χάρτης ἡλιοτροπίου, διηθητικὸς χάρτης. Ἐνδεικτικὸς χάρτης, σιφώνια, ὀγκομετρικαὶ φιάλαι, θερμόμετρα, κύλινδροι, κωνικαί, ποτήρια, δοκιμαστικοὶ σωλῆνες, στενόλαιμοι φιάλαι, πλατύστομοι φιάλαι, σταγονομετρικὰ φιαλίδια καθὼς καὶ τὰ ἀντιδραστήρια διὰ τὴν διάρκειαν μιᾶς περιόδου.
64		Ἀναγκαῖα χημικὰ ἀντιδραστήρια διὰ μίαν περίοδον.
65	2	Ἀμφίπλευροι τράπεζαι ἐργασίας 400 X 160X90 cm ἑκάστη, πλακόστρωτοι μεθ' ὅλων τῶν ἐξαρτημάτων.
66	1	Ἀπαγωγὸς μήκους 240 cm τράπεζα πλακόστρωτος μεθ' ὅλων τῶν ἐξαρτημάτων.
67	1	Τράπεζα διὰ δύο ζυγούς, μήκους 240 cm.
68	1	Ἐγκατάστασις πλύσεως μήκους 250 cm. μετὰ τῆς λεκάνης.
69	3	Φοριαμοὶ ἀντιδραστηρίων πλάτους 1,50 m. ὕψους 200cm. μεθ' ὑαλίνων θυρῶν.
70	2	Τράπεζαι συσκευῶν 200X60X90 cm.
71	1	Τράπεζα συσκευῶν 300X50X90 cm.
72	1	Τράπεζα δοκιμῶν 160X90X90 cm.
73	1	Τράπεζα πολωσιμέτρου 300X45X80 cm
74	1	Γραφεῖον μετ' ἐσοχῆς καθίσματος 200X75X80 cm.
75		Ὁλόκληρος ἡ συνήθης ἐπίπλωσις.

ΠΑΡΑΡΤΗΜΑ L.

ΠΡΩΤΟΚΟΛΛΟΝ

ΑΓΟΡΑΣ ΕΛΛΗΝΙΚΩΝ ΚΑΠΝΩΝ

Συμφώνως πρὸς τοὺς ὅρους τῆς συνομολογηθησομένης Συμβάσεως μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ Πολωνικοῦ Οἴκου CEKOP, Βαρσοβίας, διὰ τὴν κατασκευὴν ἑνὸς Ἐργοστασίου Σακχάρεως, ἀνεγερθησομένου ἐν τῇ περιοχῇ Σερρῶν, ἡ Ἐπιτροπὴ Ἀγορῶν Καπνοῦ τοῦ Ἐθνικοῦ Ὀργανισμοῦ Καπνοῦ, Ἀθῆναι, ὁδὸς Ἀμερικῆς 9,

καὶ ἡ Ἐθν.κὴ Ἐπιχείρησις ROLIMPEX, Ἀπεριορίστου Εὐθύνης, Βαρσοβία, ZURAWIA 32/34, προῆλθον εἰς τὴν ἀκόλουθον συμφωνίαν :

Ἡ Ἐπιχείρησις ROLIMPEX, ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως, μέχρι τέλους τοῦ ἔτους 1960, ὑπὸ τὴν ρητὴν ἐπιφύλαξιν ὅτι ἡ Σύμβασις διὰ τὴν κατασκευὴν τοῦ Ἐργοστασίου Σακχάρεως θέλει συναφθῆ μέχρι τῆς 15ης Ἀπριλίου 1960, προβῇ εἰς τὴν ἀγορὰν καὶ ἐξαγωγὴν καπνῶν εἰς φύλλα, Ἑλληνικῆς προελεύσεως, ἀντιπροσωπευόντων 60 % τοῦ ἐν τῇ Συμβάσει τιμήματος τοῦ πληρωτέου ἐκ μέρους τοῦ Ἑλληνικοῦ Δημοσίου εἰς συνάλλαγμα, ἤτοι εἰς Δολλάρια CLEARING. Καπνά, ἀντιπροσωπεύοντα τὸ 40 % τοῦ ἐν τῇ Συμβάσει τιμήματος, δέον ὅπως ἀγορασθῶσιν ἀπὸ τὸν Ἐθνικὸν Ὀργανισμὸν Καπνοῦ, ἡ δὲ ὑπόλοιπος ποσότης, ἀντιπροσωπεύουσα τὸ 20 % τοῦ ἐν τῇ Συμβάσει τιμήματος, ἐκ τῶν εἰς τὸ ἰδιωτικὸν ἐμπόριον ὑπαρχόντων ἀποθεμάτων, θὰ εἶναι δὲ τῆς ἐκλογῆς τῆς Ἐπιχειρήσεως ROLIMPEX.

Αἱ ἀνωτέρω ἀγοραὶ Καπνῶν θὰ πραγματοποιοῦνται προοδευτικῶς καὶ θὰ πληρώνωνται τοῖς μετρητοῖς, εὐθὺς ὡς ἡ Τράπεζα τῆς Ἑλλάδος θέσει εἰς τὴν διάθεσιν τῆς NARODOWY BANK POLSKI, WARSZAWA, τὰ ἀπαραίτητα μέσα πληρωμῆς δι' αὐξήσεως, διὰ χρονικὴν περίοδον τριῶν ἐτῶν, ἐντὸς τοῦ πλαισίου τῆς Ἑλληνο-Πολωνικῆς συμβάσεως CLEARING, τῆς τεχνικῆς πιστώσεως, ἀτόκως, εἰς εἰδικὸν λογαριασμόν, κατὰ ποσὸν ἴσον πρὸς τὸ 60 % τοῦ ἐν τῇ Συμβάσει τιμήματος τοῦ ἀφορῶντος τὴν κατασκευὴν τοῦ ἐν τῇ περιοχῇ Σερρῶν ἀνεγερθησομένου Ἐργοστασίου Σακχάρεως.

Ἀφ' ἑτέρου, ὁ Ἐθνικὸς Ὀργανισμὸς Καπνοῦ ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως θέσῃ εἰς τὴν διάθεσιν τῆς Ἐπιχειρήσεως ROLIMPEX καπνά, ἐσοδείας 1958, καλῆς καὶ καταλλήλου ἐπεξεργασίας, ἐκ περιοχῶν παραγωγῆς κλασσικῶν καπνῶν, ὡς καὶ ἐξ ἄλλων περιοχῶν, ἀνταποκρινομένων εἰς τὰς ἀνάγκας τῆς Πολωνικῆς Βιομηχανίας Καπνοῦ. Ἡ Ἐπιχείρησις ROLIMPEX θὰ εἶναι ἐπίσης ἐλευθέρα νὰ προμηθευθῇ καπνὰ μὴ ἐπεξειργασμένα, ἐν τῇ περιπτώσει δὲ ταύτῃ θὰ ἔχῃ τὸ δικαίωμα ὅπως ὁρίσῃ τὴν Ἑταιρίαν ἥτις θὰ προβῇ εἰς τὴν ἀγορὰν τῶν καπνῶν διὰ λογαριασμὸν αὐτῆς.

Αἱ τιμαὶ τῶν καπνῶν θὰ καθορισθοῦν κατὰ τὸν χρόνον πραγματοποιήσεως τῶν ἀγορῶν, ἐπὶ τῇ βάσει προσφορῶν τοῦ συναγωνισμοῦ διὰ καπνὰ παρομοίας ποιότητος.

Ἡ ἰσχὺς τοῦ παρόντος Πρωτοκόλλου ἄρχεται ἅμα τῇ ὑπογραφῇ τῆς Συμβάσεως διὰ τὴν κατασκευὴν τοῦ Ἐργοστασίου Σακχάρεως καὶ περιορίζεται ἐντὸς τῶν διὰ τῶν ὅρων τῆς ἐν λόγῳ Συμβάσεως προδιαγραφομένων ὁρίων.

Ὁ Ἐθνικὸς Ὀργανισμὸς Καπνοῦ δεσμεύεται ὑπὸ τῶν ὅρων τοῦ παρόντος Πρωτοκόλλου ὅσον ἀφορᾷ τὰς ἀγορὰς καπνῶν ἐκ τῶν ἰδίων του ἀποθεμάτων, ἐν οὐδεμιᾷ δὲ περιπτώσει ἀναλαμβάνει οἱανδήποτε εὐθύνην διὰ τὰς ὑπὸ τῆς Ἐπιχειρήσεως ROLIMPEX πραγματοποιηθησομένας ἀγορὰς καπνοῦ, ἐκ τῶν εἰς τὸ ἰδιωτικὸν ἐμπόριον ὑπαρχόντων ἀποθεμάτων.

Ἀθῆναι, 24 Φεβρουαρίου 1960

Διὰ τὸν Ε.Ο.Κ.

ΑΘ. ΤΡΙΑΝΤΑΦΥΛΛΗΣ Δ. ΤΣΑΠΟΥΛΗΣ

Διὰ τὴν ROLIMPEX

T. NOWAKOWSKI

A G R E E M E N T

Signed in Athens, to—day the third of March 1960 between the Greek State represented for the signature of the present agreement by the Ministers 1) of Coordination Mr. A. Protopapadakis. and 2) of Industry Mr. N. Martis, having their legal address in Athens: Ministry of Coordination, and Ministry of Industry, authorized to this effect by virtue of law No 4036/27-2-1960 and of Act of the Council of Ministers No 32]2—3—1960 and hereinafter called the «PURCHASER» on the one hand, and on the other the Polish firm CEKOP represented by Mr. Zygmunt Furtak, General Director of CEKOP, and Mr. Bogdan Suchowiak, Technical Director of CEKOP, residents of Warszawa, duly authorized as testified by the attached authorization documents duly ratified, hereinafter called the «CONTRACTOR», the following have been agreed :

INTRODUCTORY

The PURCHASER desirous to erect a second beet Sugar Plant of a processing capacity of 2000 tons of beets daily and having taken into consideration that on March 5th, 1958, when the international bidding was promulgated for the construction of the first Sugar Plant, in Larissa area, the Polish Firm CEKOP had subbitted a relevant offer for a plant of an equal capacity, decided to assign the construction of this second plant to the Polish firm CEKOP, on the basis of the offer submitted by it during the above international bidding, as the offer was supplemented following the negotiations held when the bidding was being carried out and as finally formulated, having been adapted to the new conditions resulting from the erection of the factory on another site located in Serrae area.

Now PURCHASER, entrusts CONTRACTOR with the complete design, supply and erection of MATERIALS snd EQUIPMENT, supervision of transportation, design and supervision of civil engineering works and technical management during start-up and first operation campaign of the Sugar Plant, as this plant is defined and described in detail in article 1 of the agreement and in the technical specifications attached hereto and constituting Appendix A of the agreement and CONTRACTOR undertakes execution of the work entrusted to him under the following terms and conditions :

Article 1.

OBJECT OF THE AGREEMENT

1. Object of the present agreement is in general the obligation of the CONTRACTOR to work out the complete design of the sugar plant, to supply the necessary materials, equipment and spare parts, to put at disposal the necessary erection tools and implements, to carry out design and supervision of civil engineering works, to erect the plant and to render responsible technical advice to the Greek operating personnel and responsible assistance for operation of the plant, which will be made by Greek and foreign personnel, during test-runs and the first campaign period, and to render other relevant services all according to the terms and conditions of this agreement.

2. The plant to be erected by CONTRACTOR will process sugar beets of the Serrae area shall use fuel oil as main fuel. Sugar beets, fuel oil and other raw materials and utilities will be delivered by PURCHASER in condition and at locations specidied in appendix B. The sugar plant will be constructed for manufacture of products according to specifications stated in appendix C.

3. The plant will be erected on a site in the Serrae area to be expropriated in favour of the State for Public utility purposes.

Article 2.

FINISHED PRODUCTS AND RAW MATERIALS

1. The plant shall be capable of producing the end products mentioned below in compliance with technical specifications given in appendix C.

a. White sugar :	280	tons]day
b. Molasses :	90	tons]day
c. Dried pulp :	60	tons]day
d. Wet pulp :	1000	tons]day

The plant shall be capable og processing a quantity of 2000 tons per day of sound and clean beets with a sugar content of 17 o]o as specified in appendix B during a campaign of not less than 100 days.

Guaranteed production and consumption figures are specified in article 25, paragraphs 3 and 4 of present agreement.

2. Exit points and loading and transportation means for end products and waste products are described in appendix C.

3. Raw materials and utilities are described in detail by specifications in appendix B, which refer to sugar beets, fuel oil, coke, calcium carbonate, fresh water, cooling water, electricity, bags and chemical products to be used for production.

Source of raw materials and utilities, points of entry, loading and transportation means, rates of delivery etc., are specified in appendix B.

4. Rate of production, exit points, unloading and transportation facilities of waste products are specified in appendix C.

5. The basic process flow sheet included in appendix A gives the interrelationship between products, main waste products and auxiliary products, main raw materials and utilities .

Article 3

SUPPLY OF MATERIALS AND EQUIPMENT

1. In this agreement the terms «MATERIALS AND EQUIPMENT» and «PLANT» are construed to define the following ;

a. MATERIALS AND EQUIPMENT include all machinery, accessories, spare parts and materials in general which will constitute the functional units of the plant, necessary for the production of products as defined in quantity and quality in article 2.

b. PLANT is the aggregate of all functional units together with buildings and other auxiliary installations.

2. MATERIALS AND EQUIPMENT which are to be supplied by CONTRACTOR shall include all materials and equipment necessary for the reliable and efficient manufacture of products in quantities and qualities according to article 2, paragraph 1 and as guaranteed in article 25, as well as their loading and transportation means according to article 2, paragraph 2 when the PLANT is using raw materials, utilities and, other means of production described in appendix B and that products will be delivered according to appendix C.

3. MATERIALS AND EQUIPMENT which CONTRACTOR is obliged to supply and install shall comply with the specifications given in appendix A, sub-

divided into MATERIALS AND EQUIPMENT relating to the different units enumerated below :

1. Beet unloading and transport within the factory boundaries.
2. Beet washing and slicing equipment.
3. Diffusion.
4. Pulp pressing station.
5. Lime station.
6. Juice purification and filtering
7. Juice preheating, evaporation station and vapour condensing
8. Vacuum pans and centrifugals
9. Processing and affination equipment for II and III strike sugars
10. Pulp dryer
11. Sugar pulp storage
12. Molasses tanks
13. Sugar storage
14. Outside pumps and piping network
15. Complete fire–safety equipment
16. Measuring instruments for the technological process
17. Instruments for automatic technological process regulation
18. Mechanical workshop equipment
19. Electrical equipment
20. Power plant and steam generation plant
21. Spare parts
22. Erection materials

4. Within four months from validity of present agreement PURCHASER has the right to ask CONTRACTOR to supply instead of the steam generation plant fired with fuel oil a steam generation plant fired with lignite of the Serrae Pangaion area.

The specifications for above both alternatives of the steam generation plant are given in appendix A. The additional f.o.b. Polish port or f.o.r. Polish–Czech border price for the steam generation plant fired with lignite amounts to US $ 367.000 without additional spare parts for steam generating plant.

In case that trial–runs carried out by PURCHASER as well as analyses of samples of the Serrae Pangaion lignite carried out by the CONTRACTOR will prove that the liquid evacuation of the ashes from the boilers is not necessary and if this has been agreed upon by both parties in a delay of not longer than four months from the validity of present agreement, the abovementioned additional price for the steam generation plant fired with lignite will be reduced by US $ 45.000.

In the event of realisation of abovementioned change in the steam generation plant the price foreseen in the articles 20, paragraph 1a, will be adjusted accordingly.

5. MATERIALS for civil engineering works and erection such as steel for buildings, steel structures, cement, bricks, paint, reinforcing bars etc., do not constitute part of MATERIALS AND EQUIPMENT, except the cases where these supplies are explicitly mentioned in the present agreement, as CONTRACTOR's supplies.

6. CONTRACTOR is obliged to perform all usual laboratory tests and other tests on supplied MATERIALS AND EQUIPMENT in accordance with codes and standards specified in appendix E. CONTRACTOR is obliged to inform PURCHASER at suitable intervals of the progress of work and of estimated dates of completion of construction of MATERIALS AND EQUIPMENT.

PURCHASER has the right to participate by his representatives in all such procedures at his own expenses. CONTRACTOR or vendors must notify PURCHASER at least one week before acceptance of steam boilers, turbogenerators, vessels, and larger pumps in vendors' shops.

Testing protocols, materials certificates and relevant documents shall be sent to PURCHASER in required number of copies, but not more than five.

7. CONTRACTOR is obliged to assure that PURCHASER obtains the right to inspect at his own expenses at vendors' shops and during regular working hours, work in progress on MATERIALS AND EQUIPMENT.

8. MATERIALS AND EQUIPMENT to be supplied by CONTRACTOR shall be delivered to the forwarding agent designated by PURCHASER against receipt f.o.b. Polish port or f.o.r. Polisch–Czech border, according to INCOTERMS 1953, duly packed and insured according to article 26, free of any rights, incumbrances, titles, confiscation and of any charges of third parties. Titles and risk are thereby transferred to PURCHASER. Such risk transfer, however does not releases CONTRACTOR from his responsibility for any constructional or operating defects of MATERIALS AND EQUIPMENT.

9. MATERIALS AND EQUIPMENT imported from abroad for erection of the PLANT and described or defined in the specifications of appendix A., belong and will be delivered to PURCHASER, even if not used during erection, with exception of materials, erection tools and implements, imported for re-exportation.

Also everything purchased in Drachmae on behalf of PURCHASER and for the construction of the PLANT belongs to PURCHASER, even if not used during erection.

10. Standards, codes and other technical rules are given in appendix E. CONTRACTOR is obliged to comply with these.

11. Meteorological and climatic conditions to be taken into consideration for design of the PLANT are given in appendix D.

Article 4

PROCESS AND MECHANICAL DESIGN

1. Technical specifications attached to the present agreement in appendix A give a general description of the PLANT and include lists of necessary MATERIALS AND EQUIPMENT for production of products specified in article 2 of this agreement.

CONTRACTOR is obliged to work out complete and detailed process and mechanical design.

CONTRACTOR shall submit for PURCHASER's approval certain phases of process and mechanical design as follows :

a. Basic process design which shall include overall flow diagrams giving material flows, temperatures, pressures and analyses of principal streams, for normal operating conditions and indicating principal items of equipment and machinery provided for normal operation of the complete PLANT.

b. Detailed process design including piping and instrument diagrams and basis for process calculations.

c. Layout of the PLANT and individual layouts for each major unit, showing location of all buildings, major foundations, roads, railways, equipment as well as location of underground installations, including sewage, water piping, other piping, electric cables and similar installations.

d. Sectional views.

e. Basic design of mechanical equipment or specifications including mechanical data necessary to specify required equipment.

2. If during preparation of detailed design of the PLANT, CONTRACTOR deems that for technical reasons certain changes and modifications in the specifications as described in appendix A and consequently in MATERIALS AND EQUIPMENT are required, then such changes and modifications will be proposed by CONTRACTOR and the approval of PURCHASER requested. Such changes and modifications can be made without any increase in foreign currency costs. If such changes and modifications entail a decrease in the agreed prices in foreign currency relating to the whole PLANT, then this decrease will be in favour of PURCHASER.

3. CONTRACTOR is obliged to comply with any modifications in process and mechanical design or specifications if in due time required by PURCHASER and provided the modifications donot influence warrants or other obligations of CONTRACTOR. In such cases the procedure given in article 19 should be followed. If owing to the required modifications an increase in price for MATERIALS AND EQUIPMENT supplied by CONTRACTOR would result, this difference in price shall be paid by PURCHASER.

4. CONTRACTOR is obliged to submit to PURCHASER for approval certain drawings and diagrams as referred to under paragraphs 1a, b,c, d and e of the present article. PURCHASER is obliged to approve or to propose modifications within one month from receipt. If no such notification is received by CONTRACTOR, the drawings and diagrams can be considered as approved by PURCHASER. In case that modifications are required CONTRACTOR is obliged to submit revised drawings and diagrams within 15 days from receipt of such requests, which period will be prolonged if necessary for technical reasons.

PURCHASER is obliged to approve such revised drawings and operation diagrams within one week.

Article 5

CIVIL ENGINEERING WORKS

1. Design.

CONTRACTOR is obliged to prepare designs for all civil engineering works to be erected on plant site, including the static calculations, complete specifications of works to be carried out and detailed construction designs, so that issuance of calls for bids may be possible on the basis of above technical data and entrusting of works to Greek subcontractors.

The civil engineering designs dealt with in this paragraph and the civil engineering drawings and civil engineering works, refer to all buildings, reservoirs, foundations, structures, fences, roads and railways within the factory battery limits, yards, underground piping, seweage, water system, drainage etc., and include therefore everything necessary in connection with the processing units, utility units, internal and outside piping and transport facilities, weigh bridges, storage facilities and such general buildings as administration building, cafeteria, locker and change house, laboratories, workshop, storehouse, gate house etc., but not such buildings which have no direct relation to erection and operation of the PLANT, for instance housing for staff or workers. CONTRACTOR is further obliged to prepare design for site preparation of the PLANT, provisionary and final roads and railways. Execution of these works will be performed as stipulated in article 17.

CONTRACTOR agrees to use in the greatest possible extent Greek engineers and Greek engineering firms for execution of above civil engineering designs.

CONTRACTOR is obliged to submit to PURCHASER for approval all abovementioned civil engineering designs. PURCHASER is obliged to approve or to propose modifications on above designs within 10 days from receipt. If no such notification is received by CONTRACTOR, designs can be considered as approved by PURCHASER. In case that modifications are required, CONTRACTOR is obliged to submit revised designs within 15 days from receipt of such requests, which period may be prolonged if necessary for technical reasons. PURCHASER is obliged to approve such revised designs within one week.

Static calculations will be checked and approved by competent Greek authorities.

2. Execution.

Execution of civil engineering works referred to in previous paragraph will be entrusted to Greek subcontractors. CONTRACTOR shall select not less than ten (10) Greek subcontractors, of the Delta or Epsilon category, if bids from such a number of subcontractors can be obtained, all of which must meet the approval of PURCHASER. These subcontractors will be invited to submit sealed proposals for construction of the works in question.

CONTRACTOR shall within 14 days from submittance date present to PURCHASER all offers received, accompanied by his recommendations for selection of the best offer. PURCHASER is obliged to decide in ten (10) days on the award of the contract to the party which, to his opinion, submitted the most favourable offer, but is not obliged to award construction of the work to the cheapest bidder.

CONTRACTOR shall conclude contracts with the selected subcontractors on behalf and on account of PURCHASER.

In cases of urgency or where works require special experience or require the availability of special equipment, CONTRACTOR may, after PURCHASER's approval, entrust works directly and without bidding to subcontractors. Execution of works according to this procedure is also permitted if no offers at all or disadvantageous offers only were submitted.

3. Supervision.

a. CONTRACTOR undertakes the obligation to render the following additional services on PURCHASER's account on a cost basis system i.e. he will entrust the civil engineering works to Greek subcontractors according to paragraph 2 of the present article, supervise, control, coordinate, certify, pay and accept the executed civil engineering works by using for that purpose the required Polish and Greek personnel or Greek technical firms to be approved by PURCHASER.

The Polish personnel will consist of :
Minimum 3 graduate engineers and
2 administrative officers

The total lump sum price agreed upon for the abovementioned Polish personnel amounts to US $ 18.600 and Drachmae 1.212.500 and will be paid according to article 21, paragraph 2, point e and article 23, paragraph 1h.

All other Drachmae expenditures for execution of the performance of the works refferred to in this paragraph will be on PURCHASER's account and will be paid in accordance with article 23, against justification documents approved by him.

b. Contracting parties will in collaboration prepare within 10 months from validity of the present agreement detailed rules for carrying out supervision of civil engineering works and for final approval and acceptance thereof.

c. CONTRACTOR and Greek engineering firms,

Greek technicians and Greek subcontractors used by CONTRACTOR for design and construction of civil engineering works must comply with Greek laws, decrees, codes and regulations.

Article 6.

TRANSPORT OF MATERIALS AND EQUIPMENT, SPARE PARTS AND ERECTION TOOLS

Transport of MATERIALS AND EQUIPMENT and SPARE PARTS for the PLANT, provided for in appendix A of this agreement as well as of ERECTION TOOLS, including return transportation to the Polish-Czech border, which CONTRACTOR has to supply and install pursuant to the terms and conditions herein, will be entrusted through a bidding to be held in this connection, to well known forwarding agents.

CONTRACTOR is obliged to designate a minimum number of three such forwarding agents properly qualified and suitably organized so as to be able to undertake the transport of the MATERIALS AND EQUIPMENT, SPAREPARTS and ERECTION TOOLS in question from f.o.b. Polish port or f.o.r. Polish-Czech border to the erection site of the PLANT in Serrae area.

CONTRACTOR is obliged to prepare and submit to PURCHASER together with the names and addresses of the above forwarding agents draft of a promulgation for the bidding comprising a general description and all other necessary data on the equipment thus to be transported, namely, the various items, stating its approximate dimensions and weights, packing devices etc., the point of reception and the manner of its delivery etc., on the one hand, and on the services and guarantees to be supplied by the forwarding agent, ensuring a safe, economic and timely transport of the MATERIALS AND EQUIPMENT, SPARE PARTS and ERECTION TOOLS to the destination. Moreover, the draft promulgation shall specify the services described below to be offered by the CONTRACTOR in order to facilitate the transport of the MATERIALS AND EQUIPMENT, SPARE PARTS and ERECTION TOOLS concerned.

CONTRACTOR is obliged to take the necessary steps with the competent authorities of the country of origin of the MATERIALS AND EQUIPMENT, SPARE PARTS and ERECTION TOOLS so as to obtain from them issuing of export permits for the transport of the goods as required. In addition, CONTRACTOR is obliged to issue or cause to be issued all necessary documents, including invoices, bills of loading, delivery notes and certificate of origin in a number of copies thereof to be indicated by PURCHASER.

After approval by him, PURCHASER will arrange that the above promulgation is communicated to the forwarding agents indicated by CONTRACTOR, or to other agents approved by PURCHASER, for the submission of offers under sealed cover to PURCHASER, within a time limit to be fixed for the purpose. When the offers have been duly unsealed by the committee to be set-up by PURCHASER, they will be handed over to the CONTRACTOR for his consideration and advice will be given to PURCHASER on the offer they recommend for acceptance. Taking into consideration CONTRACTOR's recommendation as well as that of the committee authorized to examine the bids, PURCHASER will finally decide upon the offer to be awarded the contract and thereafter communicate his decision to CONTRACTOR, instructing him to sign the contract with the forwarding agent which obtained the award pursuant to the terms and conditions of the promulgation and the offer. The draft of said contract will previously be approved by PURCHASER.

During the whole period of transport of MATERIALS AND EQUIPMENT, SPARE PARTS and ERECTION TOOLS for the PLANT, CONTRACTOR shall be held responsible for the supervision of the forwarding agent so that he ensures that he duly observes his obligations under the contract and shall advise PURCHASER on the forwarding agent's activities.

Moreover, CONTRACTOR shall check the bills of the forwarding agent according to the contract and notify PURCHASER in time of the payments to be effected by him and submit to him the checked bills of the forwarding agent in due course.

CONTRACTOR shall submit in time to PURCHASER an estimate of the amounts payable each month to the forwarding agent for covering transport expenses on the MATERIALS AND EQUIPMENT, SPARE PARTS and ERECTION TOOLS of the PLANT.

The monthly estimates drawn up by CONTRACTOR for such MATERIAL AND EQUIPMENT SPARE, PARTS and ERECTION TOOLS transport expenses, shall comply with the provisions of the contract with the forwarding agent on the basis of loads of MATERIALS AND EQUIPMENT, SPARE PARTS and ERECTIAN TOOLS expected to be shipped during the respective month.

The payment of transportation costs will be effected as mentioned in paragraph 5 of article 21, and in accordance with the procedure described thereof.

Article 7

ERECTION OF MATERIALS AND EQUIPMENT

1. CONTRACTOR is obliged under his own responsibility to undertake the complete installation of all equipment of the PLANT. To this effect CONTRACTOR is obliged to use the services of experienced Polish personnel whose remunerations and other expenses have been included in the agreed lump sum prices for remuneration, living allowances, travelling and other expenses for erection personnel.

Above Polish personnel of CONTRACTOR to be used for erection of MATERIALS AND EQUIPMENT of the PLANT will be assisted by Greek personnel.

To this end CONTRACTOR shall, in accordance with procedure and terms to be approved by PURCHASER, negotiate for and enter into agreement with specialized Greek firms for the erection of equipment.

In case that no suitable offers of specialized Greek firms for the erection of equipment have been found, CONTRACTOR is obliged on behalf of PURCHASER to employ specialized Greek technical personnel and skilled workers as assistants to carry out the erection of the PLANT under the supervision of the CONTRACTOR'S specialized Polish personnel.

CONTRACTOR is entitled to have free use of the permanent worskshop, storage and garages of the PLANT.

The abovementioned lump sum prices for the Polish personnel is based on the assumption that the necessary for the erection works skilled Greek personnel as listed in the appendix J will be available. If the CONTRACTOR with the assistance of the PURCHASER will not find the necessary number of the Greek skilled personnel, as per appendix J, then the CONTRACTOR will accordingly increase the number of the Polish personnel. In this case the following remunerations for the additional Polish personnel will be paid:

1. For a technician— 12 $/day—plus 250 drs/day
2. For a foreman — 10 $ day—plus 220drs/day
3. For a skilled worker 8 $/day—plus 200drs/day

plus travelling expenses from Warszawa to the factory site and return.

These payments will be made by the PURCHASER by bank transfer within 10 days after receipt of the respective monthly bills of the CONTRACTOR.

2. CONTRACTOR shall at site supervise receipt of and check against packing lists MATERIALS AND EQUIPMENT, SPARE PARTS and ERECTION TOOLS arrange for temporary storage and internal transportation at site and for proper protection and conservation of MATERIALS AND EQUIPMENT, SPARE PARTS and ERECTION TOOLS and charge PURCHASER with the respective costs.

3. The erection works of the equipment will be performed exclusively for account of PURCHASER. The expenditures will refer to and cover :

a) Employment of the Greek personnel and specialized Greek firms referred to in paragraphs 1 and 2 of this article, employment of Greek sprecialized personnel required for the supervision and acceptance of the erection works, as well as of the indispensable Greek administrative, accounting and servicing personnel for processing procurements and payments, keeping of accounting books and records, and rendering other related services and of a legal adviser,

b) Office accommodation for settling down. CONTRACTOR's technical administrative and accounting services to be occupied on the erection of the equipment of the PLANT and

c) General office expenses.

4. In accordance with best practices CONTRACTOR is obliged currently to perform inspections and testings of installations at site and at due times to ascertain that they are complete and safe for operation.

These inspections and testings shall include : checking of installations against approved drawings and specifications, usual pressure tests of vessels and piping systems, operating tests of pumps, ejectors, hoists, transportation means etc., control and calibration of instruments, tests of automatic control systems, electric installations, safety valves etc., tests of fire fighting equipment and water circulation tests. PURCHASER's representatives have the right to participate in all such inspections and testings. Protocols drawn up and referring to results of inspestions and controls must be currently communicated in writing to PURCHASER.

5. CONTRACTOR shall keep finished sections of the PLANT protected from damage, by rust, freezing, dust etc., and arrange for repairs when need arises, at the charge of PURCHASER.

6. CONTRACTOR is obliged to comply with all Greek laws, regulations and provisions concerning the safety of personnel and of third parties during erection.

7. CONTRACTOR is obliged to supply all erection tools and implements referred to in appendix G, which are necessary for the erection of MATERIALS AND EQUIPMENT of the PLANT.

If above erection tools and implements are proved to be insufficient or not suitable for erection of MATERIALS AND EQUIPMENT of the PLANT, CONTRACTOR is obliged to complete these tools and implements to the required number and variety, provided that no additional erection tools and implements are required owing to delay beyond the responsibility of CONTRACTOR.

Article 8.

TEMPORARY INSTALLATIONS

CONTRACTOR is obliged to submit to PURCHASER lists and descriptions of all temporary installations including roads, rails, storage facilities, workshops, offices, dwellings etc., which are temporarily necessary for the erection of the PLANT and to inform PURCHASER about when such will be needed.

After approval by PURCHASER, CONTRACTOR shall in accordance with paragraph 1, article 5, arrange construction of temporary installations and purchase or transport and install necessary materials for such temporary installations. CONTRACTOR is obliged upon completion of erection of the PLANT to arrange demolition of temporary installations and buildings and cleaning-up of the site.

Article 9.

MANUALS.

CONTRACTOR is obliged to supply in due time PURCHASER with 20 copies of manuals in English containing PLANT 's description, lists of equipment, diagrams, basic drawings and operating manuals, including procedures for assuring reliable operation, for start-up and for normal and emergency shut-down. These manuals should comprise also analytical and mechanical tests, schedules for maintenance and inspection and safety precautions.

Article 10

TRAINING OF GREEK PERSONNEL.

CONTRACTOR undertakes the obligation if requested by PURCHASER to train Greek technicians and Greek operating personnel as listed in article 17, paragraph 9, in suitable factories in Poland.

Travelling expenses and living allowances of this personnel shall be borne by PURCHASER.

CONTRACTOR is prepared in due time before start-up to organize as far as possible training and instruction in the PLANT of all Greek operating personnel.

PURCHASER will endeavour to retain this personnel in the PLANT for at least the first operation campaign.

Article 11.

START-UP

CONTRACTOR is obliged at his own responsibility as to possible risks for PLANT and his personnel, to organize, supervise, coordinate and control start-up of PLANT 's units.

CONTRACTOR is obliged to ascertain that vendors make available, if and when needed, their specialized personnel which will function, in all respects, as part of CONTRACTOR' s staff.

Article 12.

TEST-RUNS

CONTRACTOR is obliged at his own responsibility as to possible risks for PLANT and his personnel to arrange test-runs, as described in article 25, for each and for all units of the PLANT, in the presence of PURCHASER' s representatives.

Results of each test-run will be formulated in a protocol to be signed by both parties in accordance with same procedure as described in article 18, paragraph 8 of this agreement.

During preparation and actual performance of test-runs a representative of the Polish Sugar Institute in Warszawa at no costs for PURCHASER will assist both parties by acting as consultant on all questions concerning suitability of raw materials, adaptation of operating conditions to actual qualities of raw materials, methods of measurements and analyses.

Article 13.

OPERATION OF THE PLANT DURING FIRST CAMPAIGN PERIOD

CONTRACTOR is obliged to render responsible technical advice to the Greek personnel and responsible assistance for operation of the PLANT, which will be made by Greek and foreign personnel during the test-runs and the first campaign. For this purpose CONTRACTOR will make available at least 24 specialists which in the campaign 1963 shall stay at least 30 days from start-up of the PLANT.

Four months before operation of the PLANT CONTRACTOR is obliged to announce to PURCHASER the date of start of operation of the PLANT.

Thirty days after receipt of this announcement PURCHASER is obliged to communicate to CONTRACTOR how long the Polish operation specialists shall stay in Greece more than one month.

During the first campaign CONTRACTOR will endeavour to train suitable Greek personnel for operation on the PLANT.

Article 14.

PROGRESS REPORTS

CONTRACTOR is obliged to submit to PURCHASER progress reports for all phases of work as follows:

a) during initial stages of the project until start-up of erection ; a monthly report submitted not later than one month after end of period.

b) during installation a fortnightly report submitted not later than two weeks after end of period.

CONTRACTOR shall prepare a general erection programme to be kept up-to-date according to works' progress.

Article 15.

CONTRACTOR'S GENERAL OBLIGATIONS

CONTRACTOR is obliged, in accordance with best prevailing practices to render all services as described in this agreement, necessary for the speedy and efficient construction of the PLANT and for its start-up, initial operation and first campaign period.

Article 16.

SPARE PARTS

CONTRACTOR is obliged to supply PURCHASER with spare parts of equipment for the PLANT as specified in attached Appendix A f.o.b. Polish port or f.o.r. Polish-Czech border. Price of spare parts is included in prices for MATERIALS AND EQUIPMENT as referred to in article 20 of the present agreement.

Article 17.

PURCHASER'S OBLIGATIONS

PURCHASER accepts the following obligations, which he shall carry out in due time and such a way that adherence to the time schedule referred to in article 18 will be possible for CONTRACTOR.

1. Choice of site for erection of the PLANT.

The PLANT will be erected at a suitable site in the Serrae area to be expropriated in favour of the State. PURCHASER is obliged to expropriate and put this site at the disposal of CONTRACTOR within 13 months from the date of validity of the present agreement.

2. Topographical diagram.

PURCHASER is obliged to supply CONTRACTOR with an exact topographical diagram of the site finally selected for erection of the PLANT giving altitute curves and using a scale 1 :500 within 3 months after validity of agreement.

3. Soil investigations.

PURCHASER is obliged to supply CONTRACTOR with a preliminary report on soil conditions, permissible loads, dephts of various strata, and ground water level etc., based on excavations, within 6 months after the date of validity of agreement.

4. Water supply.

PURCHASER is obliged to execute all necessary work so that quantities of drinking and cooling water of 100 m^3 hr and of river water of 1000 m^3 hr are available not later than 36 months after validity of agreement.

It is presupposed that these quantities of water are available at a location in a distance of not more than 100 m from the main buildings.

5. Electric power supply.

PURCHASER is obliged to perform all necessary electrical installations in order to connect the national network to the electrical installations of the PLANT as described in appendix B, not later than 36 months after validity of agreement.

6. Telephone connection.

PURCHASER is obliged to establish connections from PLANT's telephone system to the OTE network, not later than 36 months from validity of agreement.

7. Normal gauge railway lines.

PURCHASER is obliged to construct all normal gauge railway lines necessary for erection outside and inside the PLANT not later than 18 months from validity of the agreement.

8. Supplies for civil engineering and erection of the PLANT.

PURCHASER is obliged to arrange that all formalities are settled so that supplies for civil engineering and erection can be established as follows :

a. Well water : 5 m^3 hr not later than 13 months after validity of agreement, additional 25 m^3 hr not later than 15 months after validity of agreement.

b. Electricity : 500 KVA at 380 220 volt not later than 13 months after validity of agreement.

c. Temporary telephone : Not later than 13 months after validity of agreement.

Other materials such as fuel oil, lubricants, oxygen, acetylene etc., will be ordered according to lists prepared by CONTRACTOR in due time.

9. Organization, training for test-runs, start-up and first campaign.

PURCHASER is obliged to establish the complete administrative, commercial and technical organization for the PLANT and to employ the necessary personnel in due time before start-up. CONTRACTOR is prepared to assist in advising of this organigation.

PURCHASER is obliged to employ at least 25 Greek skilled workers not later than September 1962, so that they can be trained in suitable sugar factories during one campaign. PURCHASER is also obliged to employ approximately 10 chemists or chemical engineers not later than July 1962, so that they can be trained in a Sugar Institute and then in the Sugar Factories during one campaign.

PURCHASER will endeavour to employ for operation of the PLANT such persons which have participated in erection of the PLANT.

10. Procurement of raw materials and utilities.

PURCHASER is obliged to make available the necessary raw materials, utilities and other means of production for start–up, test–runs and first campaign period of the PLANT.

CONTRACTOR shall in due time advise PURCHASER about requirements for operation of the PLANT.

11. Supply of laboratory equipment.

PURCHASER is obliged to make available in due time the laboratory equipment referred to in appendix K.

Article 18

TIME LIMITS

1. PURCHASER and CONTRACTOR will cooperate and carry out all their obligations in such a manner that the PLANT will achieve capacity operation at the earliest possible date.

2. CONTRACTOR is obliged to finish basic process design according to article 4, paragraph 1a, within 7 months from the date of validity of the present agreement.

3. CONTRACTOR is obliged to finish layouts of the PLANT according to article 4, paragraph 1c, within 9 months from the date of validity of the present agreement.

4. CONTRACTOR is obliged within 14 months from the date of validity of the present agreement to finish final civil engineering design, as specified in article 5.

5. CONTRACTOR is obliged within 18 months from the date of validity of the present agreement to dispatch the first load of MATERIALS AND EQUIPMENT for the PLANT and to dispatch further loads at such a sequence that efficient erection work can start not later than 23 months from the date of validity of the present agreement it being supposed that transit time from CONTRACTOR's workshops up to the plant site will be 45 days.

6. CONTRACTOR is obliged within 35 months from the date of validity of the present agreement to have completed delivered of main MATERIALS AND EQUIPMENT of the PLANT, anyhow not less than 90 % of the f.o.r. Polish–Czech border or f.o.b. Polish sea port value of the MATERIALS AND EQUIPMENT. The deliveries should be organized in such a way as to enable the successive erection of the PLANT. The last 10 % of the f.o.r. Polish–Czech border or f.o.b. Polish sea port value of MATERIALS AND EQUIPMENT will comprise the measuring and automatic instruments and spare parts.

7. CONTRACTOR is obliged within 40 months from the date of validity of this agreement to install all equipment and have the PLANT ready for start-up.

Finishing works of a minor nature not interfering with operability of the units may be carried out after this date.

8. When CONTRACTOR deems a section of the PLANT ready for operation he will invite PURCHASER with a week's advance notice, to jointly control the completion of this section and sign acceptance protocol therefore. If PURCHASER, although having been invited as mentioned above, does not participate in the control, CONTRACTOR is entitled to issue and submit to PURCHASER the acceptance protocol. PURCHASER will approve or comment on this document pointing out which works or services remain to be performed for the completion of said section. If PURCHASER does not comment on the acceptance protocol in writing within two weeks from submittance of this document, PURCHASER is deemed to have agreed with this protocol and to have accepted the date indicated thereon as the date of completion of the erection of said section. It is understood that any work discovered later on to be necessary will be performed by CONTRACTOR according to this agreement. If PURCHASER disagrees with the acceptance protocol submitted and indicates the works or servises remaining to be performed for completion of the section, CONTRACTOR is obliged to perform said works or services and submit again acceptance protocol for acceptance by PURCHASER. The date on which this protocol is accepted by PURCHASER will be the date of completion of said section. Eventual further disagreement will be referred to the arbitration court for settlement.

9. PURCHASER shall furthermore construct the final normal gauge railway line within 18 months from the date of delivery of layout by CONTRACTOR.

10. Exceeding of time limit undertaken by PURCHASER according to this article and articles 17, 21 and 23 or exceeding of the time limits to be undertaken by the Greek subcontractors will entail a corresponding extension of relevant time limits determined for CONTRACTOR.

If PURCHASER's Greek subcontractors or forwarding agents time limits are exceeded beyond a reasonable degree all additional expenses incurring therefrom will be reimbursed by PURCHASER. This principle will not apply to the delays caused by CONTRACTOR's own faults.

Article 19

PROCEDURES FOR APPROVAL.

1. During the various stages of performance of the agreement CONTRACTOR will apply to PURCHASER for approvals, and PURCHASER will reply to such applications, all according to procedures stipulated in respective articles and paragraphs of present agreement.

2. PURCHASER has the right to approve or reject or modify in part or whole CONTRACTOR's proposal for approval. CONTRACTOR will in general comply with the comments and/or modifications made by PURCHASER, provided that such comments and/or modifications do not influence at CONTRACTOR's discretion his warranties and responsibilities under this agreement.

In the event of any difference of opinion CONTRACTOR is obliged ro submit his objections in writing and indicate the consequences which he foresees in case he would adopt PURCHASER's comments and/or modifications. However, CONTRACTOR is obliged to conform with the comments and or modifications made by PURCHASER, and PURCHASER will thus solely assume the responsibilities resulted from the adoption of his comments and/or modifications in the extent CONTRACTOR's warranties and responsibilities are thereby affected, as having been foreseen by him.

Aticle 20.

EXPENDITURES IN FOREIGN CURRENCY

1. Prices in foreign currency refer to the following :

a. MATERIALS AND EQUIPMENT including spare parts.

As specified in this agreement and particularly in

appendix A to be supplied by CONTRACTOR f.o.b Polish port or f.o.r. Polish–Czech border.

Prices for MATERIALS AND EQUIPMENT including spare parts amount to US $ 3.431.870.

In these prices payments are included for a number of associated services to be rendered by CONTRACTOR, as follows:

CONTRACTOR's process and mechanical design, use of his patents, know–how and other rights, CONTRACTOR's inspection, control and acceptance of work related to MATERIALS AND EQUIPMENT and SPARE PARTS, CONTRACTOR's services pertaining to the transportation of the MATERIALS AND EQUIPMENT and the SPARE PARTS, and executed to the extent defined in INCOTERMS 1953, f.o.b. Polish port or f.o.r. Polish–Czech border delivery, ref. article 6. CONTRACTOR's services in arranging for training of PURCHASER's operating personnel, ref. article 10, CONTRACTOR's services in working out manuels, ref. article 9 and in general CONTRACTOR's collaboration and assistance in carrying out this project.

In case PURCHASER elects instead of a steam generation plant fired with fuel oil a steam generation plant fired with lignite obtained from the Serrae Pangaion area, then the price given above for MATERIALS AND EQUIPMENT including SPARE PARTS will be increased by US $ 367.000 excluding additional spare parts, as provided for in article 3, paragraph 4 of the present agreement.

In such case CONTRACTOR shall purchase tobacco of Greek origin against 60% of the above amount of US $ 367.000, in accordance with appendix L to this agreement, against 30 o]o thereof, other Greek products, and the balance of 10 % will be paid to CONTRACTOR as an advance payment in free foreign exchange.

In case of minor modifications in the delivery of the MATERIALS AND EQUIPMENT and SPARE PARTS for establishing the final lump sum price, will be used the prices of individual pieces of MATERIALS AND EQUIPMENT and SPARE PARTS as stipulated in the list of unit prices, which will be handed over by CONTRACTOR to PURCHASER in triplicate within one month from validity of this agreement.

b. Salaries, wages and other expenses of Polish erection personnel including erection tools.

Salaries, wages of any nature, social insurance, medical care and travelling expenses for CONTRACTOR's Polish personnel and his families to be employed for erection of the PLANT including rent of machinery and tools to be used by CONTRACTOR for erection of the PLANT. Agreed lump sum price amounts to US $ 126.500,00.

c. Start–up, test–runs and technical management during the first campaign period of the PLANT.

Salaries wages of any nature social insurance, medical care and travelling expenses of CONTRACTOR's Polish personnel and his families, to be employed for carrying out start–up, test–runs and responsible technical advice and assistance for operation of the PLANT for a period of max. 30 days.

Agreed lump sum price amounts to US $ 4.600.00

In case PURCHASER requests that CONTRACTOR's Polish operation personnel should stay in Greece over 30 days in order to offer responsible technical advice and assistance during the overall first campaign period of the factory in accordance with article 13 of this agreement, the lump sum amount agreed upon for each additional month of the Polish personnel's stay in Greece, is fixed to US $ 4.000 monthly.

d. Fee for design of civil engineering works.

Fixed fee : US $ 10.000 for services to be rendered by CONTRACTOR in connection with works carried out according to article 5, paragraph 1 and article 8 of the present agreement.

e. Transportation of MATERIALS AND EQUIPMENT, SPARE PARTS and ERECTION TOOLS, including insurance.

It has been estimated that the total cost of transportation including insurance premiums of MATERIALS AND EQUIPMENT, SPARE PARTS and ERECTION TOOLS from f.o.b. Polish port or f.o.r. Polish–Czech border including return transportation of erection tools, to Greek port or Greek border will amount to US $ 300.000,00.

The definite cost will be established according to the procedure described in article 6.

1. Remuneration and travelling expenses from Poland to Greece and return of Polish personnel for work in Greece for the supervision of civil engineering works.

Agreed total lump sum price: US $ 18.600,00.

2. Fixed prices.

Above prices of MATERIALS AND EQUIPMENT, SPARE PARTS, ERECTION TOOLS and CONTRACTOR's services referred to in paragraphs 1a, 1b, 1c, 1d and 1f of this article shall remain valid during the whole period of the present agreement and are not subject to any change or revision provided that the extent of the deliveries of MATERIALS AND EQUIPMENT and SPARE PARTS and services remain exactly as stated in this agreement.

3. Currency.

All prices are expressed in US $. Payments are made according to Greek–Polish payment regulations being in force at the time of each payment, except the payments foreseen in free currency.

Article 21.

TERMS OF PAYMENTS IN FOREIGN CURRENCY

PURCHASER undertakes to pay the total price mentioned in article 20, paragraphs 1a, b, c, d and f of US $ 3.591.570 into CONTRACTOR's account with Narodowy Bank Polski, Warszawa, as follows :

1. a. 5 % of this price, i.e. US $ 179.578,50 as a first advance payment, will be paid by payment order in free US Dollars within 30 days from the date of validity of this agreement.

b. 5% of this price, i.e. US $ 179.578,50 as a second advance payment, will be paid by payment order in free US Dollars within 10 months from the date of validity of this agreement.

PURCHASER assumes the obligation to hand over, within 30 days from the date of validity of this agreement, a Guarantee Letter for an amount equal to the second advance payment, to be issued by the Bank of Greece, in favour of CONTRACTOR.

This guarantee letter will expire when the second advance payment has been effected.

Against the above two advance payments, CONTRACTOR assumes the obligation to hand over, in due course, prior to the payment of the first advance payments, a Guarantee Letter for equal amounts in free US Dollars, to be issued by the Narodowy Bank Polski, Warszawa, in favour of PURCHASER.

This guarantee letter will automatically expire

as soon as materials, equipment, and spare parts to the value of 10 % of the abovementioned total price, have been delivered.

The texts of said Guarantee Letters are attached to this agreement.

2. 90 % of this price, i.e. US $ 3.232.413 Monnaie de Compte (Currency in Account), covering the delivery of materials, equipment spare parts, and erection tools as well as supply of services as follows:

a. US $ 3.072.713 Monnaie de Compte, balance of the price mentioned in article 20, paragraph 1a, covering MATERIALS and EQUIPMENT including SPARE PARTS.

b. US $ 126.500 Monnaie de Compte, 100 % of the price mentioned in article 20, paragraph 1b, covering salaries, wages and other expenses of the foreign construction personnel, including erection tools.

c. US $ 4.600 Monnaie de Compte, 100 % of the price mentioned in article 20, paragraph 1c, covering start-up, test-runs and technical management during the first operation period of the factory.

d. US $ 10.000 Monnaie de Compte, 100 % of the fees mentioned in article 20, paragraph 1d, covering the design of civil engineering works.

e. US $ 18.600 Monnaie de Compte, 100% of the price mentioned in article 20, paragraph 1f, covering allowances and travel expenses from Poland to Greece and return of the Polish personnel to be employed in Greece for supervising the civil engineering works.

A. US $ 3.072.713 Monnaie de Compte as per subsection a, will be paid by the establishment of the following letters of credit :

1. A credit for US $ 1.026.204 Monnaie de Compte irrevocable and divisible, with the Narodowy Bank Polski, Warszawa, in favour of CONTRACTOR, to be valid 15 months from its establishment. This credit will be established within 16 months from the validity of this agreement.

2. A credit for US $ 1.026.204 Monnaie de Compte, irrevocable and divisible, with the Narodowy Bank Polski, Warszawa, in favour of CONTRACTOR, to be valid 12 months from its establishment. This credit will be established within 22 months from the validity of this agreement.

3. A credit for US $ 1.020.305 Monnaie de Compte, irrevocable and divisible, with the Narodowy Bank Polski, Warszawa, in favour of CONTRACTOR, to be valid 6 months from its establishment. This credit will be established within 30 months from the validity of this agreement.

CONTRACTOR may utilize the above letters of credit No 1 to 3 against deposit at the Narodowy Bank Polski, Warszawa, of a full set of forwarding documents blanco endorsed or duplicate railway freight bill or forwarding agent's acceptance receipt together with commercial invoice in triplicate, duly receipted by CONTRACTOR, indicating in detail the materials, equipment, spare parts, and erection tools dispatched, their weight and price as these, with exception of their weight, are stipulated in the list of unit prices which will be handed over by CONTRACTOR to PURCHASER, in triplicate, within one month from the validity of this agreement. The above supporting documents shall prove the delivery of materials, equipment, spare parts and crection tools f. o. b. Polish sea port or f. o. r. Polish-Czech border. The Narodowy Bank Polski, Warszawa, will send to the Bank of Greece, Athens, on behalf of PURCHASER, the documents deposited by CONTRACTOR at the Narodowy Bank Polski, Warszawa, together with its certification stating that the prices and items as referred to in the respective invoice are in conformity with the above list of unit prices. The amount of credit letter No 1 will be paid to CONTRACTOR by Narodowy Bank Polski, Warszawa, upon the delivery by CONTRACTOR of forwarding documents in proof of the delivery f.o.b. Polish sea port or f. o. r. Polish-Czech border, of materials, equipment, spare parts destined to Serrae sugar factory, of a total value of US $ 359.157, which will already have been covered by means of the advance payments as per paragraph 1 of this article amounting to US $ 179.578,50 each.

The forwarding agent will have to take over all consignments f. o. r. Polish-Czech border or f. o. b. Polish sea port with suitable packing without delay, upon notice from CONTRACTOR and will have the obligation to deliver to CONTRACTOR the corresponding delivery certificates. If the forwarding agent within 10 days after the day fixed, fails to perform, the corresponding materials, equipment and spare parts as well as rented erection tools will be stored at PURCHASER's charge in a warehouse. In this case the forwarding agent's f.o.r. or f.o.b. receipt will be replaced by a warehouse receipt and then this warehouse receipt will be handed over to Narodowy Bank Polski, Warszawa, instead of forwarding agent's f.o.r. or f.o.b. receipt.

B. US $ 126.500 Monnaie de Compte as per subsection b of this article will be paid by the establishment of the following letters of credit:

1. A credit for US $63.250 Monnaie de Compte, irrevocable and divisible, with the Narodowy Bank Polski, Warszawa, in favour of CONTRACTOR, to be valid 15 months from its establishment. This credit will be established within 18 months from the validity of this agreement.

2. A credit for US $ 63.250 Monnaie de Compte, irrevocable and divisible, with the Narodowy Bank Polski, Warszawa, in favour of CONTRACTOR, to be valid 12 months from its establishment. This credit will be established within 30 months from the validity of this agreement.

CONTRACTOR will utilize the above letters of credit against ocommercial invoices receipted by him and certified correct hy PURCHASER, as follows:

Credit No 1 : Withdrawals by CONTRACTOR against this credit will be made in four (4) quarterly instalments, the first in the 19th month from the validity date of this agreement, the second in the 22nd month, the third in the 25th month and the fourth in the 28th month.

Credit No 2 : Withdrawals by CONTRACTOR against this credit will be made in four (4) quarterly instalments, the first in the 31st month from the validity date of this agreement, the second in the 34th month, the third in the 37th month and the fourth in the 40th month.

PURCHASER shall arrange for the certification of the invoices to be issued by CONTRACTOR, within 7 days as from a written notice to be communicated to him.

C. US $ 4.600 Monnaie de Compte as per sub-section c of this article, will be paid by the establishment of a letter of credit of an equal amount, with the Narodowy Bank Polski, Warszawa, in favour of CONTRACTOR. PURCHASER assumes the obligation of establishing said credit within 34 months from the validity date of this agreement.

The abovementioned credit shall be irrevocable, divisible and shall be valid 7 months from the date of its establishment.

CONTRACTOR Will make gradual withdrawals against the said letter of credit. in 3 instalments of US

$ 1.533,33 each, againtst invoices receipted by him and certified correct by PURCHASER.

PURCHASER shall arrange certification of said invoices within 7 days as from a written notice to be communicated to him.

The first of the above instalments will be due 35 months, the second 39 months and the third 41 months after the validity date of this agreement.

D. US $ 10.000 Monnaie de Compte as per subsection d of this article, will be paid by the establishment of a letter of credit with the Narodowy Bank Polski, Warszawa, in favour of CONTRACTOR, PURCHASER assumes the obligation of establishing said credit within 60 days from the validity date of this agreement.

The abovementioned credit shall be irrevocable, divisible and shall be valid 41 months from the validity date of this agreement.

CONTRACTOR will make gradual withdrawals against the said letter of credit, in 5 instalments of US $ 2.000 each, against invoices receipted by him and certified correct by PURCHASER.

PURCHASER shall arrange certification of said invoices within 7 days as from a written notice to be communicated to him. The first of above instalments will be due 5 months, the second 13 months, the third 20 months, the fourth 30 months and the fifth 40 months after the validity date of this agreement.

E. US $ 18.600 Monnaie de Compte as per subsection e of this article, will be paid by the establishment of a letter of credit of an equal amount with the Narodowy Bank Polski, Warszawa, in favour of CONTRACTOR. PURCHASER assumes the obligation of establishing this credit within 12 months from the validity date of this agreement. The abovementioned credit shall be irrevocable, divisible and shall be valid 28 months from the date of its establishment.

CONTRACTOR will make gradual withdrawals against said letters of credit, in three (3) instalments of US $ 6.200 each, against invoices receipted by him and certified correct by PURCHASER.

PURCHASER shall arrange certification of said invoices within 7 days as from a written notice to be communicated to hin.

The first of the above instalments will be due 12 months, the second 24 months and the third 36 months after validity date of this agreement.

3. After each payment made to CONTRACTOR against the letters of credit under B, C, D and E as per paragraph 2 of this article, the Narodowy Bank Polski, Warszawa , will forward regularly and without any delay to the Bank of Greece, all supporting documents required for payment in execution of these credits.

4. PURCHASER assumes the obligation to hand over, within 30 days from the date of validity of this agreement, a Guarantee Letter to be issued by the Bank of Greece, in favour of CONTRACTOR, establishing a guarantee to the effect that the letters of credit referred to in paragraph 2, under A, B, C, D and E will be established in time.

This guarantee will expire upon the establishment of the respective letters of credit. The text of said letter of guarantee is attached to this agreement.

5. PURCHASER assumes the obligation to pay the expenditure mentioned in article 20, paragraph 1e, directly to the forwarding agent, according to the terms and in the currency foreseen in the contract to be concluded with the selected forwarding agent, upon receipt of the invoices of the latter which were checked by CONTRACTOR.

6. All bank charges connected with these remittances and the establishment of the letters of credit will be borne exclusively by PURCHASER.

Article 22.

PURCHASES OF TOBACCO AND OTHER GREEK PRODUCTS

CONTRACTOR assumes the obligation to effect procurement of Greek Products from Greece, through the autorized Polish trade organizations, to the value of $ 3.232.413, namely ; equal in value to 90 % of the price agreed upon for materials, equipment, spare parts, erection tools as well as services for the erection in Serrae area, of a sugar factory, as follows :

a. Tobacco ; in accordance with the terms and conditions referred to in appendix L to this agreement, of a total value of US $ 2.154.942 Monnaie de Compte, until December 31 st. 1960.

Specifically, it is agreed upon that present agreement for the erection of a sugar factory in Serrae area, will be subject to the cancellation clause providing for a timely purchase of the abovementioned quantity of tobacco grown in Greece and of Greek origin in accordance with the terms and conditions mentioned in appendix L to this agreement. The cancellation clause shall only be effective in case the purchase of tobacco is not realized due to CONTRACTOR's fault.

In case of non-compliance with the cancellation clause, due to CONTRACTOR's fault and violation of the present agreement, CONTRACTOR shall return any sum cashed by him on the basis of the letters of credit established as article 21, as well as pay to PURCHASER as a penalty, an amount in free US Dollars to be determined by decision of the Arbitration Court provided for in article 34. The penalty cannot exceed US $ 50.000.

b. Greek Products other than tobacco ; in accordance with the terms and conditions of the Trade Agreement in effect between Greece and Poland, of a total value of US $ 1.077.471 Monnaie de Compte.

Article 23.

EXPENDITURES IN DRACHMAE

1. Expenditures in Drachmae refer to the following items and shall be borne by PURCHASER.

a. Expenditures in Drachmae for transportation of MATERIALS AND EQUIPMENT, SPARE PARTS, ERECTION TOOLS, steel structures and other equipment etc., which will be imported in Greece or fabricated in Greece.

b. Wages, salaries, social insurances etc., for Greek skilled and unskilled labour and mechanics and other staff employed by CONTRACTOR in Greece by or on behalf of PURCHASER for erection of the MATERIALS AND EQUIPMENT of the PLANT according to article 7, paragraph 3 of the present argreement and for the supervision of the civil engineering works according to article 5 paragraph 3 of the present agreement.

c. Payments to Greek subcontractors.

From all such payments to Greek subcontractors a 10% performance retention shall be made on the contract work amount and withheld as guarantee for the good performance of the works and the fulfilment of subcontractors' obligations set forth in the contract.

In case of forfeiture the abovementioned guarantees will belong to PURCHASER, otherwise it will be paid to said subcontractors upon final acceptance of the works executed by them.

d. Cost of materials to be purchased in Greece and connected with construction of the PLANT provided that such costs are not already included in the foreign currency price for MATERIALS ANT EQUIPMENT.

e. Cost of painting, including materials.

f. Fee for the design of the civil engineering works, including CONTRACTOR's expenses for living allowances to Polish personnel, wages and salaries to Greek personnel, payments to Greek civil engineering firms, travelling expenses, and all expenses for office in general, necessary for carrying out the design of civil engineering works.

Agreed total lump sum price amounts to :

Drs. 1.530.000.

Payment of above total lump sum price is made as follows :

30% within 30 days after validity of the present agreement,

40% after completion of static calculations, drawings, and specifications, and

30% after completion of all detailed civil engineering designs and specifications.

g. Living allowances for CONTRACTOR's Polish personnel, employed by CONTRACTOR for work in Greece for erection of the PLANT and the technical management during the first operating period.

Agreed total lump sum price amounts to:

Drs. 2.075.000,00.

In case CONTRACTOR's Polish operation personnel for the technical management of the factory shall stay in Greece more than 30 days in accordance with article 13 of this agreement an additional price of Drahmae 150.000 for each additional month of the Polish personnel's stay in Greece will be paid.

Payment of above total lump sum price is made as follows :

In eleven bimonthly equal instalments, the first of which is due 22 months after validity of the present agreement.

h. Living allowances for CONTRACTOR's Polish personnel, employed by CONTRACTOR for bidding procedures, assigning of works to Greek subcontractors, supervision, certification, payment and acceptance of civil engineering works.

Agreed total lump sum price amounts to :

Drs. 1.212.500,00.

Payment of above total lump sum price is made as follows :

10% within 6 months after validity of the present agreement.

90% in fourteen bimonthly equal instalments, the first of which is due 12 months after validity of the present agreement.

i. In case of changes in general cost of living index as issued by the Bank of Greece of not less than 5% the amounts in Drachmae given in above paragraphs 1g and 1h for living allowances will be adjusted accordingly.

j. Expenditures for furnishing of CONTRACTOR's offices in Athens and his offices and canteens at site. Furnishing shall include typewriters, copying equipment, calculating machines, drawing office equipment etc.

k. Expenses connected with above offices in Greece for rent, heating, lighting, cleaning, cleaning water, telephone installations, telephone calls, telegrams, stationery etc., as required in connection with this project. The contracting parties can determine a monthly sum for some of these expenditures to be accounted for. Such expenditures can be exceeded following approval by PURCHASER.

l. Expenses for all transportation of personnel and equipment inside Greece. Contracting parties will agree upon arrangements for making vehicles available to CONTRACTOR.

m. All expenditures in Drachmae to cover insurance premiums to be borne by PURCHASER accordirg to the provisions of article 26 of the present agreement.

n. Expenses in Drachmae for maintenance of equipment and finished units of the PLANT.

o. Expenses in Drachmae for cleaning-up of the site.

p. In general all other Drachmae expenses for supplies and services not included in the agreed foreign exchange cost or expenditures in Drachmae, but necessary for CONTRACTOR's performance for this project in accordance with the present agreement. Such unspecified expenses shall be approved by PURCH - ASER.

Living allowances as stated in above paragraphs 1g and 1h do not include housing of the foreign personnel occupied at the job site for the erection, for the supervision of civil engineering works and technical management of the plant. Such housing expenses are borne by the PURCHASER and will be paid out of CONTRACTOR's drachmae account referred to in paragraph 8 of this article.

The expenses for housing of the foreign personnel domicilled and/or having its home station in Athens and at the job site for the design of civil engineering works are included in and covered by the fee specified in paragraph 1f of this article and being borne by CONTRACTOR.

2. Any expenditure incurred in Drachmae by CONTRACTOR regarding the procurement or the execution of technical works in general for the erection and initial operation of the PLANT, is subject to prior approval of PURCHASER before CONTRACTOR undertakes any obligation whatever in respect thereof, with the exception of expenditure mentioned under paragraphs 1 f, 1g and 1h of the present article.

3. Prior approval of Drachmae expenses is also required for the employnent by CONTRACTOR of Greek skilled and unskilled labour to be employed for the installation of the MATERIALS AND EQUIPMENT of the PLANT and of Drachmae expenses according to paragraphs 1i, 1k, 1j, 1l, 1m, 1n, 1o and 1p of the present article.

4. CONTRACTOR is obliged to submit to PURCHASER for approval at so early a stage that there may be the neceassary time for obtaining any possible savings, a written request for approval of the intended expenditure, and at the the same time to supply any necessary descriptions and information regarding the planed procurement, hiring of materials, services , or execution of technical works and to suggest what he considers to be the most appropriate and economical way of achieving the purpose in view.

5. Such request can be made in the form of a budget covering a defined part of work or a fixed period, of about one month, and include all expenditures in this period for works to be executed, materials or services to be procured or hired.

6. PURCHASER is obliged as soon as possible to approve, modify or reject CONTRACTOR's requests bearing in nind the necessity for speedy completion of the project. Should PURCHASER fail to reply within 10 days from receipt of CONTRACTOR's request, such request shall be considered to have been approved and CONTRACTOR will have te right to incur the relevant expenditure without PURCHASER's approval.

7. The procedures applicable to the approved and

incurring of Drachmae expenditures and the vouchers and/or supporting documents to be submitted to PURCHASER thereto, as well as the procedures applicable to conducting of biddings and the cases such biddings are applicable to, likewise the procedures for obtaining approval for award of the selected bids are set forth in the regulations which are attached hereto as appendix F.

When applying these regulations due consideration shall be given to the necessity for speeding–up completion of the project.

8. PURCHASER shall open a special account in Drachmae with the Bank of Greece under the title «Sugar Plant – Serrae – Drachmae Expenses Account» in the name of CONTRACTOR for the payment of Drachmae expenses incurred by CONTRACTOR and to be borne by PURCHASER as specified in paragraph 1 of the present article, with the exception of expenses mentioned in paragraphs 1f, 1g and 1h of the present article which will be effected in accordance with the procedure specified in paragraph 11 of present article.

9. The sum to be initially deposited to the credit of the above account by PURCHASER is fixed at Drs. 3.000.000. This sum shall be deposited within 30 days from the submission of CONTRACTOR's relevant request to PURCHASER. The abovementioned request should be submitted at reasonable time. The further replenishment of the above account by PURCHASER will be effected at monthly intervals, or earlier if needed, on special request by CONTRACTOR, according to the following procedure:

a. The above account will serve for payments by CONTRACTOR of such drachmae expenses only which are to be borne by PURCHASER in accordance with the conditions of the present agreement, the payment of any other expense being excluded.

b. Any payment effected by CONTRACTOR out of the above account shall be fully substantiated by vouchers to be kept by CONTRACTOR.

c. PURCHASER will carry out a complete and continuous audit of the expenses incurred by CONTRACTOR in accordance with the conditions of the present agreement and of the payments effected out of the above account. CONTRACTOR shall make available to PURCHASER for carrying out of the audit, all accountancy books vouchers, and other documents, substantiating the expenses incurred.

d. Any payment not substantiated by vouchers as specified by the regulations and any expense incurred by CONTRACTOR which does not conform with the conditions of the present agreement shall be borne by CONTRACTOR.

Payments, which have not been approved by auditors because of lack of supporting documents, will however be approved provided that they have been made in PURCHASER's interest and for the benefit of the project undertaken.

e. On the 15th day of each month, or whenever necessary, CONTRACTOR shall submit to PURCHASER an estimate of the expenses for the following month, analysed by categories of expenses, such estimate to be increased by an amount adequate to cover contingencies and shall inform PURCHASER of the estimated unutilized balance in the abovementioned account at beginning of the month covered by said estimate as well as the allocation required for this month. Together with the above estimates, CONTRACTOR shall submit a statement of account showing the expenses incurred during the preceding month, analyzed by categories. PURCHASER will designate the appropriate scheme for above data.

f. PURCHASER shall deposit after having reviewed the above data, and within a time limit of 15 days to the credit of CONTRACTOR's account with the Bank of Greece, referred to in the preceding paragraphs, the necessary drachmae amount to enable CONTRACTOR to continue drachmae payments.

10. Upon completion of the test–runs of the PLANT, CONTRACTOR shall refund to PURCHASER the unutilized balance in the abovementioned account, as this will result from the application of the provisions of this article.

11. For the payment of the lump sum prices in Drachmae mentioned in paragraphs 1f, 1g and 1h of the present article PURCHASER is obliged:

a) Within 30 days from the date of validity of the present agreement to pay to CONTRACTOR against receipt the amount of Drachmae 459.000. covering the first instalment foreseen in paragraph 1f of this article,

b) Within 5 months from the date of validity of the present agreement to establish an irrevocable letter of credit at the Bank of Greece in favour of CONTRACTOR on the amount of Drachmae 1.192.250.

Covering the following payments :

i) the last two instalments foreseen in paragraph 1f and payable against CONTRACTOR's invoices certified by PURCHASER, and

ii) the first instalment foreseen in paragraph 1h and payable against CONTRACTOR's receipts under the terms of the above mentioned paragraph.

This letter of credit shall be valid for 12 months from the date of its establishment.

c) Within 12 months from the date of validity of the present agreement to establish an irrevocable letter of credit at the Bank of Greece in favour of CONTRACTOR on the amount of Drachmae 3.166.250 covering the eleven instalments mentioned in paragraph 1g and the last fourteen instalments mentioned in paragraph 1h, and payable against CONTRACTOR's receipts under the terms of the above mentioned paragraphs.

This letter of credit shall be valid for 30 months from the date of its establishment.

Article 24.

CONTRACTOR'S LIABILITIES

Regarding all obligations and liabilities of CONTRACTOR undertaken in this agreement including all guarantees and penalties the following will be applied :

1. CONTRACTOR has versus PURCHASER full responsibility, in accordance with the terms of this agreement to restitute to PURCHASER any direct damage—excluding any consequential damage, losses and excluding liabilities already covered in article 25—which are consequences of acts or omissions for which CONTRACTOR or his personnel or his representatives or vendors and persons employed for carrying out this agreement are responsible.

2. CONTRACTOR is released from any restitution or liability if the damage is caused by facts for which he is not responsible, or is due to force majeure.

3. As regards she civil engineering works and erection works to be performed by Greek subcontractors and Greek personnel under supervision of CONTRACTOR, CONTRACTOR undertakes the responsibiliity but it is understood shat corrections of faults and omissions concerning the above civil engineering works and erection work, which upon control shall be found necessary, will be made according to the terms of this agreement without financial charge to CONTRACTOR.

Article 25.

GUARANTEES

CONTRACTOR gives the following warrants and guarantees :

1. A warrant for completeness of MATERIALS AND EQUIPMENT and for design of the PLANT.

In attached appendix A CONTRACTOR has given complete lists and general descriptions of the MATERIALS AND EQUIPMENT which he shall supply and which constitute the functional units of the PLANT for manufacture of the products specified in article 2 and in appendix C of this agreement, in the stated capacities, it being understood that raw materials and utilities will continuously be available at points of entry as specified in appendix B and that products as well as waste products will be continuously carried away as specified in appendix C.

CONTRACTOR warrants that the lists and general descriptions in the attached appendix A are complete and that no addition to MATERIALS AND EQUIPMENT is necessary for normal operation of the PLANT, when manufacturing the products in qualities and quantities as guaranteed by CONTRACTOR in this article and with consumptions of main raw materials and utilities as also guaranteed by CONTRACTOR in paragraph 4 of this article. If, nevertheless such additions of MATERIALS AND EQUIPMENT should be necessary, CONTRACTOR is obliged to deliver these, without any extra charge for PURCHASER, f.o.b. Polish port or f.o.r.. Polish–Czech border and in accordance with the terms of this agreement, under exclusion of further liabilities.

CONTRACTOR further warrants that design and construction of the PLANT is carried out by him in accordance with best prevailing scientific and technical practices foreseen in the attached specification in appendix A and guaranteed according to the procedures of this article.

2. A warrant for quality of MATERIALS AND EQUIPMENT.

CONTRACTOR warrants that all MATERIALS AND EQUIPMENT as well as SPARE PARTS to be supplied by him will be delivered in best quality and shall be manufactured in accordance with all conditions and specifications of this agreement. Replacements or repairs of defective or unsuitable MATERIALS AND EQUIPMENT, excluding normal wear and tear, will be made by CONTRACTOR at his expenses in accordance with the terms of this agreement.

CONTRACTOR undertakes the liability for any MATERIALS AND EQUIPMENT defectively delivered by him and for the design or construction of MATERIALS AND EQUIPMENT in general for the first campaign period of 100 days, in such a way that he undertakes under exclusion of further liability, to deliver f.o.b. Polish port or f.o.r. Polish–Czech border and according to the terms of this egreement without extra charge to PURCHASER all necessary additions to MATERIALS AND EQUIPMENT or to replace or repair any MATERIALS AND EQUIPMENT in accordance with the terms of this agreement. If completion of erection or start - up shall be delayed due to reasons for which CONTRACTOR is not responsible, warrants and liabilities expire at the end of the year 1964.

3. Guarantees for capacities. CONTRACTOR guarantees that the principal units, when supplied with raw materials and utilities as specified in this agreements when operating at conditions as specified in appendix D, and when operated by suitable personnel, will be able to operate at minimum capacities as given in following subparagraphs a – e inclusive.

Effective capacities will be verified during test–runs as described below, where duration of test–runs is specified. Tolerances for measurements are specified in paragraph 4 of this article.

If PURCHASER finds during regular and continuous operation that the guaranteed capacities can be obtained then PURCHASER can release CONTRACTOR from carrying out test–runs for proving capacities.

a. Sugar beet processing. CONTRACTOR guarantees that the equipment ranging from sugar beet reception to white sugar storage equipment has a capacity which makes it possible to process 2.000 tons per 24 hours of sugar beets as specified in appendix B, when producing white sugar of a quality specified in appendix C at an overall sugar yield corresponding to the figures given in paragraph 4 of this article. Quantity of beets is weighed on conveyor balance behind slicers.

Capacity will be proven during four test–runs each of 24 hours.

b. Pulp drying. CONTRACTOR guarantees that the pulp drying equipment ranging from pulp pressing to dried pulp strorage equipment has a capacity which makes it possible to produce 60 tons per 24 hours of dried pulp as specified in appendix C, when processing beets as specified in appendix B.

Capacity will be proven during a test–urn of 24 hours.

c. Boiler plant. CONTRACTOR guarantees that the boiler plant, when supplied with fuel oil and water as specified in appendix B, and with condensate as specified in appendix A, can deliver continuously 75 tons per hour of steam at 25 kg/cm² gauge and 380° C, and that each of the three boilers at same conditions can deliver continuously 25 tons per hour of steam of same properties.

Capacity will be proven during test–runs of 24 hours per boiler.

d. Power station. CONTRACTOR guarantees that each of the two turbine–generator sets of the electric power station, when supplied with steam at 23,5 kg]cm² gauge and 375°C and exhausting at 2,5 kg]cm² gauge, can deliver continuously an effect of 2.500 kW at 400 volts between phases and 50 cycles.

Rate will be proven during test–runs of 24 hours per turbine.

4. Guarantees for yields and consumptions.

CONTRACTOR guarantees that the principal units, when supplied with raw materials and utilities as specified in this agreement, when operating at conditions as specified in appendix D, and when operated by suitable personnel will be able to operate at conditions corresponding to yields and consumptions as defined in following subparagraphs a—e inclusive.

Effective yields and consumptions will be verified during test-runs as described below, where duration of test—runs and tolerances for measurements are specified. A condition for performance of below listed test-runs is that 2000 tons per day of beets will be available.

All yields and losses are expressed on clean beets as specified in appendix B.

If PURCHASER finds that during regular and continuous operation the guaranteed yield and consump-

tions can be obtained then PURCHASER can release CONTRACTOR from carrying out test-runs for proving yields and consumptions.

a. Sugar and molasses guarantee. CONTRACTOR guarantees that under the assumption that healthy beets as specified in appendix B, with an average of 17o]o of sugar are put at disposal for processing, then the yield of white sugar as specified in appendix C,will amount to at least 14o/o on beets.CONTRACTOR further guarantees that the amount of molasses as specified in appendix C, will be approximately 4o]o on beets, and that the molasses quotient will not exceed 62.

When processing healthy beets with different sugar content but otherwise as specified in appendix B the guaranteed yield of sugar as specified in appendix C, will be determined in the following manner :

Sugar content in the cossettes, minus sugar content in the molasses on weight of cossettes, calculated according to the accepted procedure for the German Sugar Industry and described in Ringbuch, der Deutschen Zuckerindustrie, pages F6 and F7 plus a tolerance of 20 o)o on the calculated figure, and, furthermore, minus 0.75 o)o sugar on weight of cossettes (guaranteed total losses).

The quantity of molasses will not exceed the amount calculated according to the abovementioned procedure of the Ringbuch plus a tolerance of 20 o)o on the calculated figure.

In all cases the molasses quotient will not exceed 62.

The guarantee will be proven by a test-run during 10 consecutive days.

b. Total sugar losses. CONTRACTOR guarantees that total losses of sugar, do not exceed 0.75 o)o on processed beets not including loss of sugar in molasses.

Sugar losses will be proven during a test-run of 10 consecutive days.

c. Steam consumption. CONTRACTOR guarantees that total consumption of steam for production of white sugar as specified in appendix C of this agreement will not exceed 52 kg per 100 kg of beets measured at boiler exit.

Corrections will have to be made for consumption outside sugar house itself.

Steam consumption will be proven during a test-run of 24 hours.

d. Limestone. CONTRACTOR guarantees that consumption of CaO does not exceed 83 o)o weight on non - sugar constituents of raw juice. The consumption of CaO calculated on the weight of processed beets will not exceed 1,6 o)o. The final consumption of CaO will be determined by analyses on juice.

CaO consumption will be proven during a test-run of 24 hours.

e. Pulp drying. CONTRACTOR guarantees that consumption of fuel oil corresponds to 3.500.000 kcal)t in the pulp drying installation when producing dried pulp with 90 o)o dry matter. Figures for other conditions are obtained by calculation based on these figures.

Fuel consumption will be proven during a test-run of 24 hours.

f. Boiler plant. CONTRACTOR guarantees that the boiler plant, when producing steam at a constant rate of 25 tons per hour per boiler and at 25 kg/cm² gauge and 380°C, when being fired with fuel oil as specified in appendix B and when supplied with boiler feed water at 140°C, will consume fuel oil corresponding to a thermal efficiency of not less than 89o)o based on net calorific value of fuel oil.

Efficiency will be proven during a test-run of 24 hours per boiler.

Following tolerances are allowed on measurements for determination of above guarantee figures :

Conveyor band balances	:	± 2,0 o)o
Control balances for sugar	:	± 0,4 o)o
Dry pulp balances	:	± 2,0 o)o
Manometers and thermometers	:	± 3,0 o)o
Flow meters	:	± 3,0 o)o
Electrical instruments	:	± 2,0 o)o
Analytical test	:	General accepted figures for the laboratory tests.

5. Guarantees for quality. CONTRACTOR guarantees that the PLANT, when operating at capacities and yields as guaranteed in paragraph 3 and 4 of this article, and when consuming raw materials and utilities as guaranteed in paragraph 4 of this article, will produce white sugar of the quality specified in appendix C.

Quality of sugar will be proven during test-rum described above in paragraph 4a of this article.

6. A guarantee for the time at which PLANT will be ready for start-up. Regarding time limits given in this agreement, CONTRACTOR guarantees that the PLANT will be ready for start-up as defined in article 18, within 40 months from the date of validity of the present agreement.

7. A warrant for patent rights. CONTRACTOR warrants that he, all vendors of MATERIALS AND EQUIPMENT and all subcontractors possess patents or patent rights to all procedures and processes which will be used either during construction or during operation of the PLANT. CONTRACTOR is obliged, at his own expenses, to assist PURCHASER in his defense against any claims which third parties may base on alleged infringements of rights as referred to above. CONTRACTOR shall pay to PURCHASER any costs or indemnity which third parties may because of such reasons have a right to collect from PURCHASER.

CONTRACTOR shall furthermore, at his own cost, obtain the right for PURCHASER to utilize patents belonging to third parties or substitute MATERIALS AND EQUIPMENT, in such a way that no further claims from third parties exist.

8. The test-runs for demonstration of capacities, and yields and consumption figures are to be performed during first campaign in corformity with article 12 and paragraphs 3, 4 and 5 of present article.

In case that during the test-runs the guaranteed figures for capacities or yields and consumptions are not obtained, CONTRACTOR is under exclusion of further liabilities obliged within the shortest possible time to supply f.o.b. Polish port or f.o.r Polish-Czech border all additional MATERIALS EQUIPMENT and]or to perform any replacements of MATERIALS AND EQUIPMENT and]or to repair or modify the PLANT all according to the terms and specifications of this agreement and without extra charge including the real relevant expenditures in Drachmae, to PURCHASER.

If it is not possible to perform test-runs during the first campaign or if the guarantees are not fulfilled by the test-runs, then CONTRACTOR is entitled to perform or repeat test-runs during second or third campaign.

If it has not been possible to perform test-runs during first campaign or if the guarantees are not fulfilled due to causes outside the responsibility of CONTRA-

CTOR then all costs of CONTRACTOR by performance of test-runs in second or third campaign will be borne by PURCHASER.

9. For coverage of abovementioned warrants and guarantees CONTRACTOR agreed to put at disposal of PURCHASER as financial security a letter of guarantee of the NARADOWY BANK POLSKI, WARSZAWA, within 60 days after the validity of the agreement amounting to 20 o]o of the f.o.r. Polish-Czech border value of MATERIALS AND EQUIPMENT, including SPARE PARTS. Text of said letter of performance guarantee is added to this agreement.

10. In case the PLANT during the test-runs does not meet the guaranteed capacities or yields and consumptions for reasons for which CONTRACTOR is responsible and CONTRACTOR should after being notified in writing definitely decline to proceed with corrections and modifications necessary for the PLANT to meet the guarantees or if he should not complete such work within the normal necessary time limits PURCHASER may use the financial security of 20 o]o for the supply of MATERIALS AND EQUIPMENT and execution of any works necessary to render the PLANT capable to reach capacity and yield and consumption guarantees.

The above guarantee may be used up to an amount of US $ 343.187 in free foreign exchange, but only in case and to the extent PURCHASER is obliged to incur such expenditure in foreign exchange, in accordance with the above provisions, so as to conform with the terms and conditions of the guarantees furnished by CONTRACTOR as provided for in this article.

Should however the US Dollar amount thus expended in free foreign exchange be less than US $ 343.187, the resulting difference may be utilized by PURCHASER in Drachmae, through the clearing account if it is so required by the abovementioned guarantees furnished by CONTRACTOR.

After execution of the foregoing works and accomplishment of the guaranteed capacities and yields and consumptions PURCHASER will release to CONTRACTOR any balance remaining in his hands from the aforestated guarantee.

11. In case CONTRACTOR does not fulfil his guarantees for making the PLANT ready for start-up within the time limit provided for in paragraph 6 of this article, he is obliged to pay as a penalty to PURCHASER 0,5o]o on the foreign currency value of MATERIALS AND EQUIPMENT, excluding SPARE PARTS, for every complete week's delay. The penalty clause will be applied only in case that delay of erection prevents start-up of the PLANT for the campaign 1963, which at normal conditions will start at middle of July. The total amount to be paid by CONTRACTOR as a penalty cannot exceed 5o]o on the value of MATERIALS AND EQUIPMENT, excluding SPARE PARTS.

If completion of PLANT for start-up is delayed because of events not due so CONTRACTOR,s foreign personnel or the foreign personnel of CONTRACTOR,s non-Greek vendors, or because of delays during transportation, or events for which CONTRACTOR is not responsible, CONTRACTOR is entitled to an extension of above time limit of 40 months, corresponding to the delay in the completion of the PLANT caused by said events.

CONTRACTOR is entitled to a corresponding extension of time limit as above in case of delays in any acts, approvals etc., to be performed or granted by PURCHASER, or delays in availability of the necessary drachmae funds, or in the foreign exchange payments or in getting confirmations and authorizations of banks and authorities or in finding Greek skilled or unskilled labour or other Greek personnel or adequate Greek subcontractors, or in case of delays caused by theft, breakage of equipment during transportation or erection, or delays caused by weather influence.

Supplementary work not affecting the technical operability of the PLANT's units can be finished within a reasonable time after the aforementioned date of completion of the PLANT for start-up.

Article 26.

INSURANCE

CONTRACTOR is obliged to insure on behalf of PURCHASER at full value all marchinery, equipment and materials used constituting the plant as well as erection tools with the exception of raw materials and other expendable means of production. The insurance shall give normal and relevant coverage against all risks during transportation, storage, erection, start-up and first campaign operating period, including fire, lightning, explosion, breakage, damage caused by airplanes, theft, landslides, earthquakes, high wings, hail, freezing floods, strikes, riots, revolutions, loss or damage.

The amount which in each case shall be insured will be decided by PURCHASER after receipt of CONTRACTOR's respective recommendations.

In order to assure that insurance will be arranged in the most economic way for PURCHASER, the insurance agreements will be made with Greek or international insurance companies represented in Greece after receipt of competitive bids.

Insurance will be arranged in foreign currency and transfer of insurance premiums shall be permitted in the whole, in which case the maximum of premium of 65 o]o provided for in article 7, paragraph 6 of law 800] 1957 shall not be applied.

All risks regarding civil engineering works shall also be included in above insurance except in cases where both parties agree that for certain of these civil works, not subject to risks, insurance is not necessary or as far as PURCHASER releases CONTRACTOR from his responsibility.

Any costs for the insurance according to the provisions of this article will be covered by PURCHASER exclusively.

Article 27.

ORGANIZATION

1. CONTRACTOR is obliged to establish offices in Athens and at PLANT's site for his services.

CONTRACTOR is also obliged to hire at PURCHASER's expense the necessary pessonnel for bidding arrangements assigning the projects to Greek subcontractors, supervision, payment, and acceptance of civil engineering works. Such personnel shall consist of all grades both technical and clerical.

2. CONTRACTOR is obliged within 6 nonths after validity of the present agreement, to inform PURCHASER of the persons, who except for consent to additional deliveries or services and for waivers on account of CONTRACTOR will have full authorization to represent him towards PURCHASER for all matters concerning CONTRACTOR's regular performance under this agreement. These representatives of CONTRACTOR are entitled to seek the approval of their principals. The representatives thus duly axthorized by CONTRACTOR must during the whole period of validity of this agreement have their offices in Athens.

3. A special temporary service will represent PURCHASER in all matters concerning this agreement.

4. PURCHASER has the right to appoint a foreign

Technical Adviser, person or entity, to act on behalf of PURCHASER.

5. PURCHASER has the right through his representatives to follow at site all stages of erection, start-up and initial operation, but cannot give instructions directly to CONTRACTOR's personnel or subcontractors.

6. PURCHASER will endeavour that CONTRACTOR's requests to authorities, public entities, OTE etc., will be conceded within the shortest possible time limits.

Article 28

ACCOUNTING

1. CONTRACTOR is obliged to organize and operate at PURCHASER's expense a sufficient accounting service for expenses in foreign currency and Drachmae enabling PURCHASER to control the administration of PURCHASER's money, regarding insurance, transportation, erection work. civil engineering and start–up.

For this purpose CONTRACTOR shall keep in Greece necessary accountancy books, vouchers, and other data which CONTRACTOR is obliged to hand over to PURCHASER after completion of erection of the PLANT.

2. PURCHASER has the right at any time during office hours to inspect and audit by its employees or representatives the accountancy books and other vouchers kept by CONTRACTOR in Greece and concerning PURCHASER.

Article 29

LETTERS, DRAWINGS AND DOCUMENTS

1. All communications relating to the execution of this agreement must be confirmed in writing. Letters from PURCHASER to CONTRACTOR must be delivered at or sent to CONTRACTOR's office in Athens, accompanied by two copies of official English translation. CONTRACTOR's correspondence addressed to PURCHASER shall be dispatched or handed over to the offices of the service which will be established by him for the project. Such correspondence is to be written in English in duplicate, both copies duly signed, with two copies translated into Greek if emanating from CONTRACTOR's office in Athens, exception being made for letters sent from abroad, which may be sent in English only.

2. CONTRACTOR is obliged to supply PURCHASER with drawings as follows (all made in English):

a. Preliminary layouts, process diagrams, piping and instrument diagrams, foundations, sectional views, basic mechanical design or specifications for equipment etc., are to be forwarded in five copies to PURCHASER.

b. Final data and drawings, showing basic design for foundations, buildings, sewers and other civil engineering works are to be forwarded in five copies to PURCHASER.

c. Final layouts, flow diagrams, piping and instrument diagrams, sectional views, mechanical design drawings and all other drawings and data necessary for operation. maintenance and normal repair are to be forwarded in 10 copies plus one transparent copy to PURCHASER. In this figure three copies for CONTRACTOR's purposes in Greece and to be handed over to PURCHASER afterwards are already included.

Article 30

TAXATION AND DUTY EXEMPTIONS AND FACILITIES

1. All payments by PURCHASER to CONTRACTOR under the present agreement are exempt from any taxes, duties, stamp duties, fees, or retentions of any kind, and from any other charges, which now or hereafter may be imposed thereon in Greece.

2. CONTRACTOR is exempt from any import taxes, duties, stamp duties fees or retentions of any kind and from any other charges, which now or hereafter may be imposed on imports of any machinery, equipment, tools or materials for the execution of the project, covered by the present agreement.

3. PURCHASER is obliged within 30 days after the validity of this agreement to enforce a procedure for the clearing at customs of all materials for the project covered by the present agreement, ensuring that such materials can be taken over within a maximum time limit of 8 days from the date of arrival.

4. Living allowances payable in Drachmae to the foreign personnel are exempt from any taxes, duties, stamp duties, or any other retention now in force or hereafter to be imposed in Greece.

5. CONTRACTOR and his foreign employees shall be exempt from any and all taxation, charges, fees and other withholdings for the benefit of the Greek State, or any entities of public law, municipalities and communities, and from all export or import duties on household goods, automobiles and other personal property of CONTRACTOR and of his foreign employees for their use while staying in Greece, with the exception of foodstuffs and beverages.

6. Within 45 days from the date of validity of the present agreement PURCHASER shall establish the necessary procedures for the granting of import licenses for machinery. equipment, tools and materials from abroad.

PURCHASER shall establish the procedures to be followed for the granting of permits for arrival, sojourn and work in Greece of the foreign personnel directly or indirectly connected with the execution of the work, which procedure is necessary for general security reasons in accordance with the relevant Greek legislation.

7. PURCHASER on being advised by CONTRACTOR that execution of the work is delayed owing to existing restrictions deriving from regulations, orders, formalities, or other action on the part of public authorities affecting the execution and progress of the work, shall take the necessary steps for immediate removal of any such restrictions.

Article 31

PROTECTION OF CONTRACTORS TECHNICAL INFORMATION

1. All technical documents, drawings, data and other technical information, supplied by CONTRACTOR and relating to the processing units, delivered are to be considered his property. Reproduction, wholly or partly, or imitations of delivered units of the PLANT are not allowed without written permission.

PURCHASER is obliged to use CONTRACTOR's technical information only for construction, maintenance repair and operation of the PLANT and not to divulge this to third persons, firms or institutions, except to the extent necessary for the above purposes. PURCHASER will in his agreements with third parties oblige these to adopt same rules for secrecy.

2. PURCHASER will upon CONTRACTOR's written request authorize visit to the PLANT by interested persons. CONTRACTOR is entitled to photograph the PLANT supplied and after PURCHASER's consent to make use of these photos for advertisements.

Article 32

ASSIGNABILITY

1. PURCHASER has during the period of validity of the present agreement, the right to assign and transfer his rights to the PLANT to a third party, but cannot transfer his obligations according to the present agreement, towards the CONTRACTOR without the written consent of CONTRACTOR. Should PURCHASER, by agreement entrust operation of the PLANT to a third party, such third party has the right to review all designs etc., supplied by CONTRACTOR for the PLANT in collabotation with CONTRACTOR and PURCHASER's advisers and to follow construction of the PLANT in accordance with the provisions of the present agreement.

2. CONTRACTOR cannot transfer to a third party his rights or obligations deriving from the present agreements, or entrust to a third party the execution of the whole of the work without the specific written approval of PURCHASER. This restriction does not incude transfer of rights for refinancing purposes in connection with this project, the endorsement of bills or the transfer of CONTRACTOR's rights emanating from interest due.

Article 33

FORCE MAJEURE

Any delays in or failure of performance by either party under this agreement, other than the duty to make payments when due, shall be excused if and to the extent caused by occurences beyond the control of the party affected, including but not limited to acts of God, fires, floods, explosions, strikes, riots, rebellions, sabotages and wars. CONTRACTOR shall not be held in default because of delays or interruptions of work occasioned by acts or omissions of PURCHASER or his employes and of Greek subcontractors.

Any delays due to theft or breakage of equipment during transport or erection will be considered as if caused by force majeure.

In the event that because of force majeure CONTRACTOR is definitely prevented from continuing to fulfil his obligations under this agreement PURCHASER agrees to make full payments for the MATERIALS AND EQUIPMENT delivered as well as for the services rendered in accordance with the provisions of this agreement.

In the event that because of force majeure PURCHASER is definitely prevented from continuing to accept further delivery of MATERIALS AND EQUIMENT from CONTRACTOR or CONTRACTOR is definitely prevented because of force majeure from continuing to supply MATERIALS AND EQUIPMENT, PURCHASER has to reimburse them, in addition to the value of MATERIALS AND EQUIPMENT delivered, the value of MATERIALS AND EQUIPMENT under construction whatever this is, on the day events of force majeure occur, CONTRACTOR being obliged to preserve, for PURCHASER's account, MATERIALS AND EQUIPMENT at the stage at which construction was interrupted or to dispose of these in accordance with PURCHASER's instructions. Estimation of value of uncompleted MATERIALS AND EQUIPMENT on the day of occurence due to force majeure shall be carried out by VERITAS or BRITISH LLOYD.

Article 34

ARBITRATION

Any difference, dispute or disagreement arising between the contracting parties out of or relating to the performance of the present agreement, the interpretation of the conditions thereof and the extent of the rights and obligations of the contracting parties deriving therefrom is settled exclusively by arbitration of three arbitrators in accordance with the following procedure :

The party desiring arbitration shall give to the other party written notice of its desire specifying the questions forming the object of the difference, dispute or disagreement and naming the arbitrator appointed by it, and shall invite the other party to appoint a second arbitrator. Within thirty days from receipt of such notice, the other party shall give the party desiring arbitration written notice naming the arbitrator appointed by it. If the second party fails to act within the above time limit, the second arbitrator is appointed by the President of the Athens Court of Appeal, on the request of the party desiring arbitration. The arbitrators so appointed shall, within thirty days from the communication of the appointment of the second arbitrator select by a common agreement a third arbitrator, who will be the Chairman of the Arbitration Court.

All three arbitrators shall be disinterested in the subject in question and shall be in no way financially interested in the agreement or in the business affairs of either PURCHASER or CONTRACTOR. In the event that the arbitrators do not agree on the selection of the third arbitrator or fail to select him within the above time limit the President of the Greek Supreme Court of Justice shall be appointed as Chairman of the Arbitration Court, if he is absent or unable to perform his duties, the duly appointed deputy shall act for him. The arbitrators shall issue their decision within two months from the establishment of the Arbitration Court.

The above time limit may be extended by common agreement of the contracting parties.

The arbitrators judging ex aequo et bono are neither bound by any special law, nor by any rules of procedure in carrying out the arbitration. They have the right to examine witnesses, carry out inspections, order the carrying out of expertise and take into consideration any evidence.

In case of disagreement on subject of technical or technological nature the arbitration court shall, on request of one of the contracting parties, seek the advice of an expert of Swiss or Swedish nationality, if available, or if not from another neutral country.

Should any of the arbitrators refuse to continue the arbitration or be prevented from it, he shall be replaced in accordance with the procedure which has been followed for his appointment. In the latter event the time limit for the issue of the arbitration decision shall be suspended during the period from the date on which the difficulty arose, which date will be confirmed by deed signed by the remaining arbitrators until the replacement of the arbitrator who refuses to continue the arbitration or is prevented from it. The refusal of any of the arbitrators to sign the arbitration decision does not cancel the arbitration.

The decision of the arbitrators is definitive, final and irrevocable and is not subject to any regular or extraordinary means of appeal. No action for its cancellation or appeal against the order of its enforcement is permissible.

The expenses of the arbitration and the fees of the

arbitrators, as determined by the arbitration decision shall be borne by the defeated party.

Article 35.

LAWS

1. During performance of the work under this agreement, CONTRACTOR shall comply with the Greek laws in effect as well as with the provisions in the labour legislation regarding safety measures for the working people. CONTRACTOR is exempt from any obligation deriving from the existing labour laws regarding the engagement and dismissal of workmen and employees and the protection of war veterans or reservists, and from any provisions of labour laws in general regarding the protection of special categories of workmen and employees. PURCHASER undertakes to have all necessary decisions of the Ministry of Labour issued, allowing work from the construction of the PLANT to be carried out beyond the regular working hours and on Sundays and holidays.

2. All persons employed by CONTRACTOR in Greece shall be approved as regards security by the competent public authorities. PURCHASER has the right not to grant such approval or to ask for the dismissal, for reasons of security of any person employed by CONTRACTOR or his subcontractors.

Article 36

CANCELLATION OF THE AGREEMENT

In case CONTRACTOR does not commence or continue to fulfil his obligations undertaken in accordance with this agreement and PURCHASER then proves in consideration of the actual circumstances created that for reasons for which CONTRACTOR is responsible it has become impossible for CONTRACTOR to complete the project within reasonable time limits, PURCHASER is entitled to cancel this agreement by written notice sent as registered mail to CONTRACTOR' s home office.

Three months prior to giving such cancellation PURCHASER is obliged to notify CONTRACTOR likewise by registered mail sent to CONTRACTOR' s home offices, that he intends to cancel the agreement and to point out in detail reasons for his complaints. If CONTRACTOR during the three months period adhere with all possible diligence to the justified requests thus expressed, PURCHASER's right to cancel the agreement ceases.

On the other possible consequences deriving from such termination of the agreement the arbitration court decides upon request from the claiming party.

Article 37.

APPENDICES

All appendices attached hereto constitute integral parts of the agreement.

The appendices are :

Appendix A : Technical Specifications
Appendix B : Raw Materials and Utilities
Appendix C : Finished Products and Waste Products
Appendix D : Climatic Conditions
Appendix E : Codes and Standards
Appendix F : Regulations for Drachmae Payments
Appendix G : List of Erection Tools and Implements
Appendix H : Drafts of Bank Guarantees
Appendix J : List of Greek Skilled Personnel for the Erection Works
Appendix K : List of Laboratory Equipment
Appendix L : Protocol of Tobacco Purchases

Article 38

LANGUAGE

This agreement is executed in the Greek and English language, both versions being equally valid, with the exception of Appendices A and G which have been written in English only.

Article 39

DATE OF VALIDITY OF AGREEMENT

This agreement. exempted from stamp duties, will come in force the date of its publication in the official gazette.

Should the present agreement not be published in the official gazette by the 15th April 1960, CONTRACTOR is entitled to recede from this agreement by written notification to PURCHASER.

FOR THE GREEK STATE

The Minister of Coordination — The Minister of Industry

A. PROTOPAPADAKIS — N. MARTIS

FOR CONTRACTOR

Z. FURTAK — B. SUCHOWIAK

APPENDIX «A»

TECHNICAL SPECIFICATIONS

The technological process of converting sugar beets into white sugar develops in the following manner:

Beets are flushed directly from the railway cars or lorries or else from the beet bins into the flumes under the action of a strong jet of water A straw and leaf catcher is installed on the main collecting flume and a beet feeder, remotely controlled from the beet washers.

Vertical transport of the mixture of beets and water is effected by centrifugal pumps which, depending on local conditions, allow for lifting the beets to a height up to 12 m.

The next stages of horizontal transportation takes place in an open sheet metal gutter equipped with 2 stone catchers. Water mixed with sand is separated from the beets before they enter the washer by means of a special grate.

Beet washing, elimination of remnants of sand and stones takes place in the beet washer. Clean river water is supplied to the washer by way of gravitation from a tank installed in the water tower.

Clean beets are thrown out of the washer under the action of revolving arms placed at the end of the washer and fall on a horizontal vibrating feeder, which takes off the renaining water and feeds the beets to the bucket elevator which carries them in a vertical direction to the slicing machines.

A container is placed above the two slicing machines in such a way that the beets can be distributed according to needs among the slicers. A set of suitable machine—tools are suppfied for grinding the knives.

Beet cossets are conveyed to the continuous diffusion tank on a belt conveyor equipped with a band scale mounted upon it. Owing to the fact that independently from cossets, desintegrated beet tails are also thrown on the conveyor, the scale shows the total quantity of raw material which is introduced for treatment.

Beet tail Processing.

A beet tail catcher of the May—system is mounted on the main drain water collector coming from the grate, beet washer, vibrating feeder and bucket elevator. From the beet tail catcher, the tails are transported to

the beet tail washer and are carried away after washing with the help of a sloping rake conveyor to the tail shredder.

Shredded tails are finally fed to the cossets belt conveyor by a screw conveyor.

Diffusion.

A diffusion set of the DDS type capable of producing 2000t./24h. of beets is foreseen.

Pulp Pressing.

Pulp is discharged from the diffusers by a bucket wheel and a gutter to 2 horizontal presses where preliminary squeezing out takes place till the dry substance content reaches 8—12 %. The pulp is then carried with conveyors to 3 vertilal presses where the part of the pulp foreseen for the drying plant is repeatedly squeezed out to 16—20% dry substance contents.

The remaining quantity of pulp is conveyed over a belt conveyor either for being directly despatched to the consumer, or to the pulp bin.

A trough shaped and a belt conveyor carry the part of pulp foreseen for the drying plant.

Water discharged by the pulp presses flows down by way of gravitation on two vibrating screens and from them to two tanks.

Pulp separated in the catcher is directed to the preliminary squeezed out pulp while the water is heated to 75° and pumped to the diffusion.

Juice Purification and filtering:

Preliming of diffusion juice up to 11 pH is carried out progressively with milk-of-lime applied at the beginning of the sugar campaign—in a quantity of 0,2 % CaO per beet weight—and afterwards during normal work, by dozes of about 30 % of limed juice.

The juice is successively treated in a mixer where milk of lime is added (0,5% on weight of beet). The prelimed juice is pressed with a centrifugal pump to a milk of lime dozer type Godwood through rapid-flow heaters.

Main defecation is conducted in a one—tank apparatus with changing capacity from 3—15 m³.

Juice is thoroughly mixed with a propeller mixer (60 r.p.m.)

Juice is saturated with CO2 in two tanks with the gas inflow controlled according to the indications of the pH—meter (normally 11.0 pH).

A centrifugal pump. presses the juice through a 12—pass, rapid flow heater, heated with evaporator vapours (juice temperature at heater outlet— 90 C. to the Szarejko type filters.

For the normal filtration process after she first saturation 3 filter—presses working in parallel are applied. The fourth forms a reserve for juice after the first and second saturation.

Juice filtering cycle after Ist saturation takes	3– 4 hours.
Juice filtering cycle after IInd saturation takes	48–96 »
(depending on the quantity of produced juice and degree of liming during defecation).	

Average filtering speed after lst saturation takes 5–6 and after IInd saturation 10 liters of juice per 1 sq. m. of filtering surface per minute.

After the filtering process is finished and the remnants are discharged from the filters to the returned juice tank, mud is sweetened off progressively with the sweet waters recirculated through tanks and pump.

The sweetening off period takes an average 20 minutes with she sugar losses in the mud amounting to 0.05o]o per beet weight.

Part of the sweet waters (4–6 cu. m/hour) is conveyed by the pump to the lime slaking apparatus.

Mud is removed under water pressure
to the upper nozzles–7 at. b. g.
to the lower nozzles– 4 at. b. g.
under the action of the pump.

An average 5 minutes is necessary for flushing out the mud, which mixed with water flows down into a special horizontal mixer where the pump conveys the diluted mud to the sedimentation pond outside the factory. The remaining waters (about 40 o]o) are returned by the pump to the botton nozzles of the filterpresses.

The juice leaving the above-mentioned Szarejko-type filter presses is once more filtered in 5 Szarejko-type bag filters.

This filtering is carried out under hydrostatic pressure through steel or tissue which is stretched on frames of a special construction. The filtering remainder is hydromechanically removed from the bags. It is not necessary to clean or wash the bags, that means that the filters work during the whole campaign without necessity to open them and as a rule the filters do not need care.

The double filtered juice is then pressed by a pump, through rapid flow heater to the second saturation. The juice entering the IInd saturation tank has a temperature of 103° C.

The IInd saturation is performed by means of CO2-gas till an alcalinity of 0,02 o]o is reached. This process is automatically controlled, depending of the pH content.

For the juice filtration after the IInd saturation, 2 Szarejko-type filter presses are foreseen.

Thin juice sulphitation is performed until the final degree of alcalinity is reached in an automatically controlled sulphitation tank by means of SO2-Gas. Three (3) bag filters of the Szarejko system are also employed for filtering juice after sulphitation.

Treated juice flows into a tank with a capacity of 25 m³. The centrifugal pump presses the juice to the heaters before the evaporators.

Juice Heating and Thickening:

Thin juice is heated up before entering the evaporators by steps in 3 rapid-flow heaters, with a heating surface of 120 sq. m. each.

Juice temperature when fed to the evaporators shall approach that of the boiling point in the 1st effect i.e. about 125° C.

Juice thickening up to 65 °-68° Bx take place under vacuum in a four-effect evaporator of the Robert type. The second effect consists of two bodies heated parallel with vapours from the 1st effect.

Juice flows through all the bodies in succession.

Independently from the standards equipment of metering instruments, the evaporation station is additionally provided with the following equipment for purposes of booting up its efficiency :

1. automatic juice level regulators in all the bodies of the evaporator station.

2. automatic steem pressure regulator in the 1st effect.

3. automatic regulator of juice density actuated from a brix indicator installed on the juice outlet from the evaporator.

The boilers are fed with condensates from the lst effect.

The lack of feeding water for the boilers will be equalized during the campaign with condensates from the llnd evaporator effect .

Vapour evolved in the evaporators and vacuum

pans are condensed in 2 parallel working condensers installed in the water tower.

White sugar production and processing sugars obtained from further strikes:

The most frequently adopted scheme in Europe has been applied for producing white sugar i.e. three-fold cristalizing with affination of III-strike sugar.

This method includes producing a single batch of remelted sugar from the IInd and from the IIIrd strike after affination. This remelted sugar is filtered together with thick syrup and directed for boiling lst massecuite.

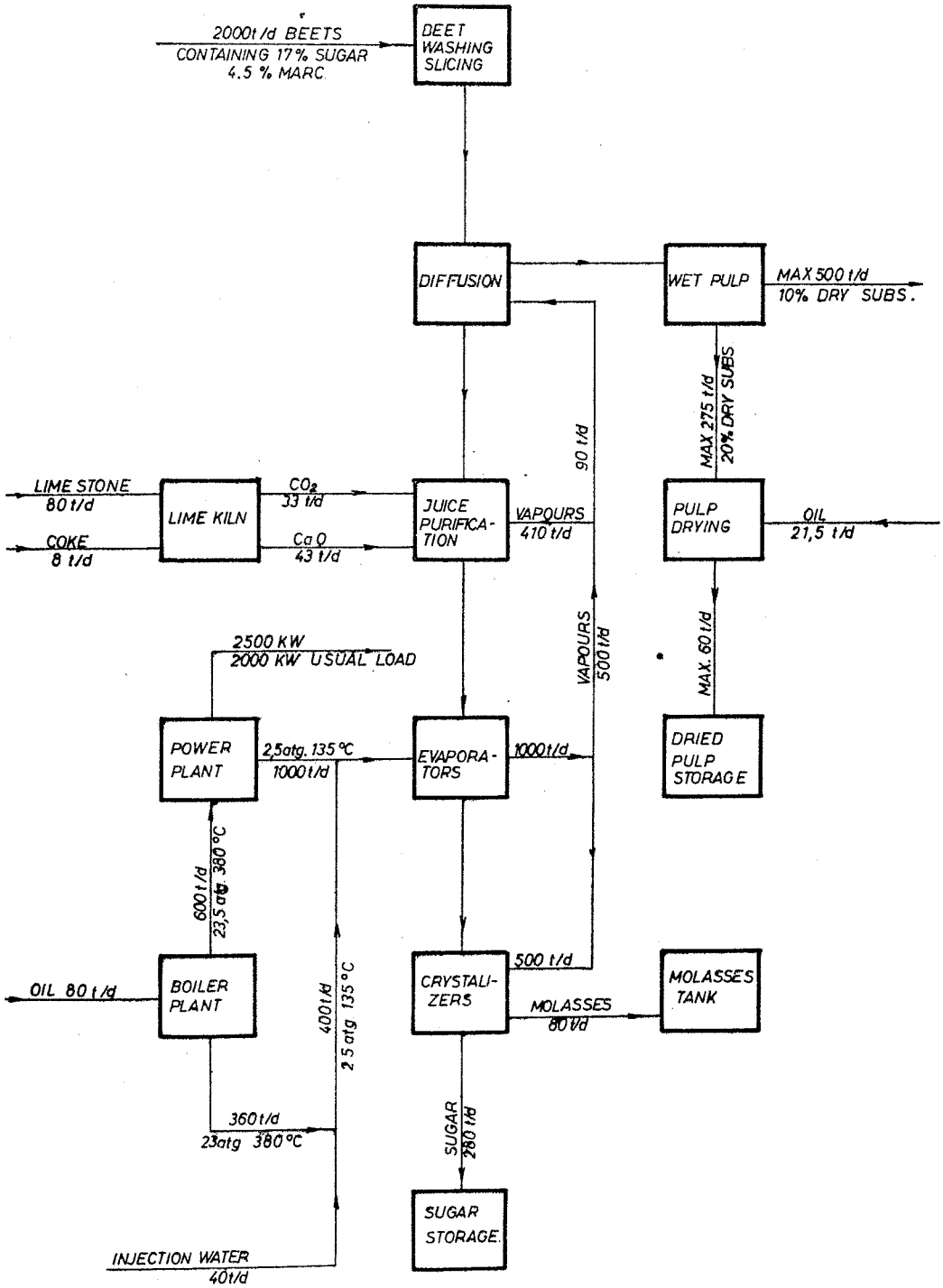
As the factory is designed as a one-level building, all massecuites will be pumped from the cristallizers placed on the ground floor to the distributors above the centrifugals.

White sugar is dried in a horizontal rotary drier.

A vibrating sugar grader screens the sugar from 0-1 m]m grains.

Reinforced concrete silos are used for sugar storage till 60 tons equipped with special automatic weighing scales. Packing sugar in sacks, closing the sacks and the transport to store or directly to the despatching rooms is in a high degree mechanized.

GENERAL FLOW SCHEME
SUGAR FACTORY SERRAI
2000 t/d BEETS
CEKOP, POLAND



THE QUANTITIES OF RAW MATERIALS AND PRODUCTS GIVEN IN THE SCHEME ARE INDICATIVE.
THE GUARANTEED FIGURES ARE FORESEEN IN ARTICLE 24 OF THE AGREEMENT

Remarks concerning the layout and design of the technological part.

When carrying out the basic process design, the final plant layout, as well the designs of different machines and equipment, the contractor will utilise the following remarks :

1. The dry storage of beets should be foreseen for a quantity of 6000 t. with a maximum layer thickness of 3m.

2. The beet flumes shall be designed as follows :

Slope on straight sections	15 o]oo
Slope on curves	25 o]oo
Radius of curves	25 m.
Width of flumes	600 mm.

A hydraulic device, building part of the contractors deliveries, for regulation of the beet–flow will be remotely controlled from the beet washer.

3. The design of the second saturation will foresee the adding of soda solution and a special measuring device for this purpose.

4. Vapours, for use in preheaters etc., from the evaporating station, should if possible pass the steamchamber of the following evaporating stage, and be taken out from an extra outlet from the steam chamber, to carry away air , and ammonia accumulated there.

5. A circular tube coil for injection of second stage steam in the bottom of the vacuum pan for product III, for improving the circulation of massecuites should be foreseen.

6. Steps should be taken to make impossible the soaking in water into the vacuum pans.

7. Place should be foreseen for eventual later installation of equipment for treatment of thick juice with activated carbon.

7a. The contractor will foresee and deliver without additional costs for all machines and equipment the necessary foundation screws.

8. Equipment enabling the addition of water to the massecuites of the IIIrd product in the respective cristallisers should be foreseen.

9. The massecuite of the IIIrd product should be heated in the feeding distributor above the centrifugals.

10. The layout of the IIIrd product cristallisers shall give possibilities to carry out their work both continuous or periodical.

11. The compact sugar silo construction in concrete will be divided in two chambers, having an effective capacity of 30 t. of sugar each.

12. The molasse tank below the IIIrd product centrifugals will be equipped with steam injection and a tube for addition of hot water to adjust the molasses density and remove foam.

13. Space for an eventual equipment in future for bricketting or pelleting of dried pulp should be foreseen.

14. Space for an eventual erection in future of further molasses tanks shouls be foreseen.

15. The layout will foresee possibilities of the storage of bagged sugar in quantity equal to one campaign production (28.000 tons).

16. All supply tanks for juice and sirup to vacuum pans will be provided with steam injection instead of coil-heating and thermostatically regulated.

17. The contractor is obliged to submit a specification of metering technological instruments and automatic control equipment for purchaser's approval according to para. 4-lb of the agreement.

Eventual remarks of the purchaser in this connection cannot however state certain makers of different instruments as binding for the contractor.

18. All tanks specified in this appendix are binding the contractor regarding the capacities. The shape as well as the dimensions of them, however, are subject to free changes for she contractor according to the necessities of the final planning.

19. The length, dimensions of transporters, as well all motor - powers are stated indicative. The right figures would be fixed by the contractor during the final planning of the factory.

Power plant.

The power plant is situated in the main building of the sugar factory. The main units are:

3. boilers 25 t/h pressure after superheater 24 at. g. temperature of superheated steam 380°.

2. turbines 2,5 MW at an inlet pressure 23,5 at. g. and 375° steamtemperature working with a backpressure 2,5 at. g.

The boilers are fired with fuel oil with a lower calorific value 9800 Ckal/kg.

For she whole capacity of the work 2 boilers and one turbine are sufficient, building a reserve of 1 boiler and 1 turbine.

The average total consumption of steam for the sugar factory is 41,5 tons)hour, taking into account a turbine load of 2.000 kW 25 tons/hour are taken from the backpressure of the turbine and 16,5 tons are taken directly from she boilers through a pressure reducing and disuperheating arrangement, whereby the steam involved from she waterinjection is included.

The feeding–water for the boilers are taken from the condensate of the first stage evaporator, and due to the contents of sulphur in the fueloil are heated on a special steamheater to the temperature of 140°C. The amount of the necessary additional water is taken from the condensing tank of the second stage eveporator through a deaerator, with a capacity of maximum 70 t)h. The water–conditioning plant is foreseen practically for the starting period and for cases when the condensate from the second evaporator contains sugar. The total maximum capacity of the plant is 40 t)h.

The fuel consumption per day, including the pulp station, is about 101 t. Therefore, the capacity of the oil tank has been fixed for 3000 m^3, which gives a reserve of 30 days.

The electrical equipment.

The tension of the generatiors has been chosen for 400 volts. As reserve serves the municipal grid with a tension of 15 KV for which purposes 2 transformers are foreseen.

They have the following characteristics :

1st–500 KVA–transforming 15 KV)0,4)0,23

2nd–250 KVA–transforming 15 KV)0,4)0,23

The second transformet is foreseen for the intermediate campaign–period.

The power plant is equipped with self– containing power distribution panel including 2 low tension switch off 6000 A each. The distribution panel has connections to the transformer 1000A, as well to all big motors.

For the governing arrangements of the distribution panel as well as emergency light, the power plant has a set of accummulators with a special steady current panel.

The distribution of the electric current in the sugar factory is foreseen by means of 1,0 KV cables from the main distribution panel.

The different stations of the sugar factory as well as the power plant have their own, covered, power distributors with cables and protections.

The inside installations for light include cables, electrical outfits (without bulbs).

The area illumination, however, foresees electrical lines on masts, electrical outfit and lamps fitted to masts (without bulbs).

The electrical equipment foresees furtheron :

-a telephone centre for 90 interior and 10 municipal lines, with the necessary interior cables and outfit.

-an emergency centre for fire-alarms, with automatic reveals of the fire alarm signal.

-an installation for lightening arresters.

PRICES FOR DELIVERY OF THE MACHINERY EQUIPMENT, AND SPARE PARTS FOR EACH STATION OF THE SUGAR FACTORY.

	U.S. $
1. Beet unloading and transport within the factory boundaries as well as beet cooling arrangement.	170.240
2. Beet washing and slicing equipment	82.700
3. Diffusion	234.640
4. Pulp pressing station	94.850
5. Lime station	92.220
6. Juice purification and filtering	337.640
7. Juice preheating evaporation station and vapour condensing	196.610
8. Vacuum pans and centrifugals	449.550
9. Processing and affination equipment for II and III strike sugars	48.860
10. Pulp dryer	108.800
11. Dried pulp store	13.525
12. Molasses tank	39.450
13. Sugar store	9.515
14. Outside pumps and piping network	78.600
15. Complete fire-safety equipment	15.012
16. Measuring instruments for technological process	34.490
17. Instruments for automatic technological process regulation	74.250
18. Mechanical workshop equipment.	55.000
19. Electrical equipment	246.700
20. Powerplant fired with fuel oil	906.218
21. Spare parts :	
a) For technological part	59.500
b) For power-plant	29.000
c) For electrical part	13.500
22. Erection materials	41.000
	3.431.870

The indicative net weight of the machinery and equipment will be approx. 4.100 tons.

1. BEET UNLOADING AND TRANSPORT WITHIN THE FACTORY BOUNDARIES

Item	Equipment specication and technical data.	Number of items	Remarks
1.	2.	3	4
1.01	Lorry weighing bridge, capacity 25 tons, Platform dimensions at least 10.000 mm.	3	
1.02	Railway weighing bridge, capacity 50 tons, permissible load 120 t. Track width 1435 mm. Platform lenght: 9000 mm.	1	
1.03	Beet flushing arrangement for discharging the beets from railway cars to the flumes. Complete with steel supporting structure (pumps are specified separately)	1	
1.04	Railway car pusher for shunting the cars with beets to the points of discharge for flushing them out with water. Shunting track length–up to 100m Shunting speed v = 0.5 m per sec. Electric motor N = 20 k W n = 960 r.p.m.	1	
1.05	Arrangement for flushing the beets from the lorries into the flume. Complete, including steel supporting structures.	1	
1.06	Portable revolving heads on the beet bins. Made of duraluminium Out tlet diameter 90 mm.	5	
1.07	Beet feeder built into the flume with remote control from the beet washer. Six–arm type. Diameter = 2100 m.m. Speed – 7.5, 10 and 15 r.p.m. Three–speed electric motor N=3.2 kW n=750, 1000, 1500 r.p.m.	1	
1.08	Leaf and straw catcher on the beet flume. Schmutz system. Triangular shape. Width = 600 mm. Length = 4000 mm. H = 5000 mm. Electric motor, N = 7.5 kW with speed reducer n = 1450r.p.m.	1	
1.08 a	Axial fan for pressing in of the air under the beets with capacity approx. 32.000 m3]h, driven by electromotor.	1	
1.09	Beet bargate built into the beet flume.	1	
1.10	Water piping with flanges and studs.		
1.11	Accessories(gate valves, flanges and studs).		
1.12	Trucks and carriages unloading devices driven hydraulically, for dry unloading of beets from trucks and carriages with the capacity of max. 10 t. Capacity of : by trucks with capac. 10t. – 150t]h1 for each device. by trucks with capac. 5t. – 75t)h for each device.	2 1	
1.13	Dosing truck type arrangement, supplying beets to box type conveyor (1.14) Capacity of each arrangement-appr 100t]h Driven by electromotor with speed reduction gear.	2	
1.14	Box type steel conveyor, with = 1200 mm. length = appr. 33000 mm. capacity = 200 t)h. Driven by electromotor and speed reduction gear.	1	

1	2	3	4
1.15	Ring–spiral type earth catcher, driven by 2 electromotors.	1	
1.16	Steel sheet chutes, connecting the box type conveyor (1.14) with earth catcher (1.15), and earth catcher (1.15)with belt conveyor for clean beets (1.17)	2	
1.17	Belt conveyor, width – 1000 mm. length – 52000 mm., selftravelling on the track. Capacity – 200 200 t]h. Driven by electromotor and speed reduction gear.	1	
1.18	Travelling bridge with belt conveyor width – 1000 mm., length – appr. 26000 mm. Capacity – 200 t)h. Driven by 2 electromotors and speed reduction gears.	1	
1.19	Tracks with accessories for belt conveyor (1.17) and travelling bridge (1.18). Lenght of tracks—4x100 m.		
1.20	Steel sheet chutes for beets from belt conveyor (1.17) to travelling bridge (1.18).	2	
1.21	Steel sheet chute for earth from earth catcher (1.15) to earth silo (1.22).	1	
1.22	Steel sheet silo for earth coming from earth catcher (1.15) with closing arrangement.	1	
1.23	Various supporting steel structures. Remark. The equipment for dry unloading for beets will be erected on the construction made in reinforced—concrete. Beet ventilating arrangement:		
1.24	Special axial fans for beet ventilating in storage, capacity 32000 m³/h each, pressure 40 mm. water head, driven by electromotors.	10	
1.25	Sets of pipes distributing pressed air suitable for axial fans with the capacity of 32000 m³)h.	10	
1.26	Various supporting steel structures for fans and pipes.		

2. BEET WASHING AND SLICING EQUIPMENT

1.	2.	3.	4.
2.01	Beet conveying pump, type NSD – 40 Inlet and outlet diameter = 400 mm Q = 700 cu.m)hour G = 6 – 12 m.water head The pump speed will be determined depending on the height of the water head. Driven by an electric motor over a system of Vee–belts N = 60 KW n = 735 r.p.m.	2	
2.01 a	Centrifugal pump for removing water from beet pumps area : Q = 350 l]min. H = 13 m. Water head. Driven by electromotor.	1	
2.02	Trough for conveying beets from the outlet of the pressing pipeline to the beet washer Width = 500 mm. Height = 700 mm. Length = about 140.000 mm.	1	
2.02 a	Stone catchers, with periodical discharge, built in on the steel chute conveying beets to the factory.	2	
2.03	Roller supported grate for separating water from the beets Width = 1000 mm. Length = 2000 mm.—	1	
2.04	Beet washer Diameter = 2400 mm. Length = 9700 mm. Main shaft speed = 16 r.p.m. Electric motor N = 20 kW n = 1500 r.p.m.	1	
	Closed three-step reduction gear, automatic opening and closing of stone and sand catcher flaps.	1	
2.05	Vibrating feeder supplying the beets to the bucket elevator Width = 1000 mm. Lenght = 2000 mm. Electric motor N = 10 kW n = 1500 r.p.m. Complete with speed reduction gear.	1	
2.06	Bucket elevator for beets. Lifting height H = 15.000 mm. Bucket capacity: up to kg. Each buket fixed to two admirality patent chains Lifting speed = 0,7 m)sec. Driven by an electric motor N = 18 kW n = 1440 r.p.m. Including a three—step speed reducer.	1	
2.07	Hopper feeding beets to the two slicing machines Dimensions: 5.200 x 5.200 mm. Height = 2.000 mm.	1	
2.08	Centrifugal slicers with the following technical data: Diameter of drum = 1700 mm. Number of knifeblocks = 24. Regulation of capacity+10 o)o—40 o)o of the normal slicer-capacity = 1500 t/24h. for each slicer. For regulation a Ward—Leonard system has been adopted. Each slicer equipped with steam cleaning devices for knifes. Steam pressure = 10 kg]cm².	2	
	The slicers are equipped with : 72 knife boxes for normal operation. 36 flat boxes (blind) 432 Koenigsfelder slicer knifes 6,19mm. gauge 432 » » » 7,25mm. » 432 » » » 7,95 » 432 rib » » 1 set of tools necessary for normal operation.		

1.	2.	3.	4.
2.09	Single-wheel grinder for sharpening the diffusion knives, complete. Electric motor N = 1.6 kW n = 1410 r.p.m.	1	
2.10	Milling machine for sharpening the diffusion knives, double-type, provided with automatic saddle feed Electric motor N = 1.6 kW n = 1410 r.p.m.	1	
2.10 a	Steel sheet tank 1200 x 2000 x 600 mm. for washing of boxes and slicer knives.	1	
2.11	May-system, four-arm, beet tail catcher, built into the channel discharging water from the beet washer : Φ = 3000 mm Width = 2000 mm Main shaft speed = 4.5 r.p.m. Electric motor N = 4.0 kW n = 1500 r.p.m.	1	
2.12	Beet tail washer equipped with a shaft with paddles running at 15 r.p.m. Stone and sand catcher with outflow chamber to the pump. Useful capacity = 3.5 cu.m. Chain drive in common for washer and tail catcher shafts.	1	
2.13	Sloping rake conveyors, width 250 mm. driven by electromotor and speed reduction gear.	2	
2.15	Tooth-and-disc type, double-roller beet tail shredder Disc diameter = 170 mm. Width = 840 mm. Electric motor N = 4.0 kW n = 1450 r.p.m. Two-step speed reduction gear	2	
2.16	Screw conveyor for carrying the shredded beet tails to the cosset belt conveyor Φ = 350 mm. L = 6500 mm. Shaft speed = 25 r.p.m. Electric motor N = 2.8 kW n = 950 r.p.m. with one-step speed reduction gear	1	
2.17	Pipelines of various diameters and wall thicknesses, including flanges and studs for connecting the flanges.		
2.18	Accessories-gate valves and valves of varying diameters, with flanges and studs.		
2.19	Sundry constructional items as suspensions and hangars for pipes, chutes, troughs etc.		
	3. DIFFUSION		
3.01	Belt conveyor for transferring cossets from the slicers to the continuous diffusion battery. Belt width = 1000 mm. Length = 15000 mm. Electric motor N = 3.0 kW n = 1440 r.p.m. with speed reduction gear	1	
3.02	Recording scales type «Adequate» mounted on the cossets conveyor. The scales are suited for double work, for indicating the weight of a single batch and for summing up weights	1	
3.03	Continuous diffusion battery, type D.D.S. (Brunich Olsen) with a capacity of treating 2000 tons of beets per day. Inside length 22.500 mm. Inside width 4.800 mm. Complete, with own supporting structure, 12 heating elements, pulp collecting wheel, fittings, attendance platforms etc. Drive : a) Worm gears (system Leonard) 1. Transformer set consisting of three-phase, a.c. motors and d.c. generator 2. 2 electric motors for d.c. N = 42 kW, of variable speed, maximum 1750 r.p.m. Set of closed speed reduction gears and chain transmissions. —		
	b) Exhausted pulp collecting wheels. 1. Electric motor for a.c. N = 6kW n = 1500 r.p.m. 2. Worm gear 3. Chain transmission	1	
3.04	Control, and metering – and – control instruments including a centrally located control panel (cabin) Remote control range 1. worm gears driving set 2. Pulp collecting wheels driving set 3. Signalling lamps «Work-Stop» Measurement and regulation range : 1 Regulattor adjusting water quantity consumed in relation to cossets 2 Flowmeter recording quantity of water returned from pulp presses 3 Temperature regulators of heatting steam 4 Level indicator of cossets in the diffuser 5 Recording potentiometer for pH 6. Flowmeter recording juice draught 7. Juice draught regulator. 8. Double thermometer recording temperature of cossets at the inlet and outlet of the diffuser. Delivery inludes compressed air piping for remote control of valves, armoured cables for pH recording indicators.		
3.05	Air compressor for controlling work of the diffusion battery. Output approx. 28.8 cu. m/hour with air pressure tank of 300 l. capacity and fittings.	1	

1	2	3	4
3.06	Centrifugal pump for conveying condensate from the diffusion battery Q = 10.0 cu.m/hour H = 20 m. water head Electric motor : N = l. 1 kW n = 3000 r.p.m.	2	
3.07	Centrifugal pump for conveying water returned from the exhausted pulp presses to the diffusion battery Q = 60 cu. m/hour H = 50 m. water head Electric motor : N = 10 kW n = 1500 r.p.m.	2	
3.08	Heater for water returned to the diffusion battery, heated with ammonia water at a temperature of 90°, Heated surface 120 sq. m. 12 – way, Steel tubes Φ = 30/33 mm.	1	
3.10	Centrifugal pump conveying barometric water to the diffusion battery Q = 90 cu. m/hour H = 30 m. water head Electric motor: N = 15 kW n = 1500 r.p.m.	2	
3.11	Centrifugal pump for conveying raw juice to preliming Q = 140 cu.m/hour H = 36 m. water head. Electric motor : N = 28 kW n = 1460 r.p.m.	2	
3.12	Vertical pulp catcher built on the diffusion juice pipeline, with mechanical pump discharge. Q = 1200 mm. H = 1740 mm. waterhead. Electric motor : N = 1.0 kW n = 1440 r.p.m. Complete with reduction gear	2	
3.13	Pipelines of various diameters including flanges, studs and gaskets.		
3.14	Fittings and accessories with flanges and gaskets.		
3.15	Sundry constructional items i. e. chutes, troughs, suspensions and hangers for pipe etc.		
3.16	Sulphitator, complete equipped, for barometric condenser water supplying diffusion ; Sulphitator is equipped also with instruments for automatic regulation of pH in water.	1	
	4. PULP PRESSING STATION		
4.01	Chute, made from steel sheets 4 mm thick	1	
4.02	Pulp horizontal press with cylindrical strainer Φ = 900 mm length = 2000 mm Spindle rotations quantity – 12 r.p.m. Press is equipped with a cone for pulp spuezing degree regulation within 8 – 12 % dry substance Output calculated per quantity of beets treated daily 100 – 1400 t. Electric notor : N = 28 kW n = 1470 r.p.m. Two–step reduction gear.	2	
4.02a	Sloping shaped belt conveyor for transportation of pulps from presses horizontal to vertical : width = 500 mm. length = approx. 28.000 mm. Driven by electromotor anf speed reduction gear.	1	
4.03	Pulp raker conveyor above vertical presses. width = 600 mm. length = 20.000 mm Electric motor : N = 14 kW n = 730 r.p.m. With speed reduction gear.	1	
4.04	Pulp vertical press with cylindrical strainer Φ = 900 mm. H = 1880 mm. Press is equipped with a cone for pulp squeezing degree regulation within: 16—20 o)o of dry substance, provided a double squeezing process. Output calculated per quantity of beets treated daily = 500—600 t. Electric motor N = 28 kW. n = 1470 r.p.m. Closed, single-step speed reduction gear 2 pairs of covered gear wheels.	3	
4.05	Pulp rake conveyor, reversible width = 600 mm. lenght = 30.000 mm. Driven by electromotor and speed reduction gear.	1	
4.06	Shaped belt conveyor for transportation of pulps to the pulp drying plant: width = 500 mm. length = appr. 25.000 mm Driven by electromotor and speed reduction gear.	1	
4.07	Shaped belt conveyor for pressed pulps, enabling the direct loading of the pressed pulps to the railway lorries or trucks or storage place width = 500 mm. length 2 appr. 250.000 mm. Driven by electromotor and reduction gear.	1	
4.09	Tank water discharged from pulp presses. Φ = 1500 mm. H = 2000 mm.	2	

1	2	3	4
4.10	Centrifugal pump for water from pulp presses to the pulp catcher. Q = 60 m³/h. H = 25 m. Electric motor N = 14 kW n = 1460 r.p.m.	2	
4.11	Horizontal screen vibrating catchers, dimensions of screen 1700 x 750 mm. driven by electromotor.	2	
4.13	Sloping rake conveyor (width 250 mm) for pulp transportation from screen vibrating catchers to fresh pulps conveyor, driven by electromotor and speed reduction gear.	1	
4.14	Pipelines, flanges and screws.		
4.15	Fittings, flanges and screws.		
4.16	Sundry steel structures, chutes, gutters and suspension and hangers for pipes.		
	5. LIME STATION.		
5.1	Complete lime kiln, with capacity of 80 m³, full automatic, fired with coke, with complete equipment for mechanical discharging of burnt lime from kiln, with full electrical installation. Discharging arrangement driven by electromotor and speed reduction gear.	1	
5.2	Complete sloping lifting arrangement for lime stone and coke, driven by electromotor and speed reduction gear.	1	
5.2a	Complete rotary crane (as stand by) for lime stone and coke, with electrical hoisting equipment.	1	
5.2b	Electrically driven exhaust fan enabling to operate the lime kiln	1	
5.3	Slate conveyor for burnt lime from the kiln, length – 9200 mm., width – 800 mm, with electric motor N = 3kW n = 950 r.p.m. Speed reduction gear.	1	
5.4	All-steel oblique hoist for burnt lime with lift. Total height – 18275 mm. bucket capacity – 0.6 t., daily output – 65 t, Electric motor N = 10.5 kW, n = 1450 r.p.m. and speed reduction gear.	1	
5.5	Container for burnt lime made of steel plate with dimensions: 3200 x 3400 x 4300	1	
5.6	Feeder for burnt lime to the lime slaking drum with rotations regulation and electric motor N = 0.8 kw, n = 750 r.p.m. Speed reduction gear.	1	
5.7	Lime slaking drum for slaking the burnt lime. Φ. – 1500 mm, length – 7000 mm. With guiding idlers, rings, clinker separator and electric motor N = 7.5 kW, n = 960 r.p.m. and speed reduction gear.	1	
5.8	Milk-of-lime vibrator, length – 1700 mm, width – 750 mm, with electric motor N = 1.7 kw, n = 1420 r.p.m.	3	
5.8a	Screw conveyor for transportation of polutions of CaO Φ. – 300 mm. length – 12.500 mm. Driven by electromotor and speed reduction gear.	1	
5.9	Milk-of-lime tank with mixing arm, – 1800 mm, height – 1800 mm, with electric motor N = 3 kW, n = 750 r,.p.m., with speed reduction gear.	3	
5.10	Sieve separator before milk-of-lime pumps 400 mm, height – 600 mm.	2	
5.11	Milk-of-lime pump, Q = 30 m³/h., H = 30 m, with electric motor N = 11kW, n = 1450 r.p.m.	2	
5.12	Cast iron, cascade type, saturation gas scruller. Φ.–1800 mm, height – 5000 mm.	1	
5.13	Overflow tank for water from saturation gas scruller with dimensions 1000 x 1000 x 1500.	1	
5.14	Saturation gas pressure tank, 1200, H – 1800, P – 4 atn.	1	
5.15	Piston pumps with slide valves slow running (80 – 100 strokes/min), for saturated gas. Driven by electromotor through V-belts, 0,9 kg/cm² g.	2	
5.16	Decimal scales for lime stone and coke, with capacity – 2 t.	1	
5.17	Gas, water and milk-of-lime pipelines set within the Lime House.		
5.18	Fittings, valves, gate valves, etc. in Lime House.		
5.19	Sundry steel structures, gutters, pipe suspensions and hangers, chutes etc.		
5.20	Tip wagons for 600 mm. track gauge, for transportation of lime stone, coke and polutions of CaO.	5	
5.21	Standard track with gauge of 600 mm.		300 m.
	6. JUICE PURIFICATION AND FILTERING		
6.01	Preliming tank (progressive continuous preliming process with limed juice) Automatic limed juice dosage. Two-trough, 8-chamber horizontal system. Width = 2 x 1400 mm. Length = 5300 mm. Height = 2000 + 900 mm.		

1	2	3	4
	Drive from electric motor, N=10 kW, n = 1500 r.p.m. with closed speed reduction gear.	1	
6.01a	Preliminary horizontal tank for prelimed juice, Q = 110 m3. Φ = 4300 mm. length = 8000 mm. equipped with propeller mixer, and automatic dosator of lime–milk. Driven by electromotor and speed reduction gear.	1	
6.02	Centrifugal pump for conveying juice to the preheater and to the Goodwood doser. Q = 160 cu.m/hour H = 50 m. water head Electric motor N = 40 kW n = 1470 r.p.m.	2	
6.03	Rapid–flow heaters of juice before main defecation. 2 units heated with ammonia water, each with 120 sq.m. heating surface. One unit heated with steam with 150 sq.m. heating surface.	3	
6.04	Automatic milk–of – lime doser, type Goodwood, recording both juice quantity and milk–of–lime quantity. Mixing arms driven by two electric motors : N = 3.0 kW n = 720 r.p.m. N – 4.5 kW n = 710 r.p.m. Juice tank, dimensions : 1600 x 1700 x 1300 mm. Milk–of–lime tank, diameter 1600 mm, heigrh = 1300 mm. Complete with float indicator and worm gear. Overflow and return line for lime milk foreseen.	1	
6.05	Continuous main defecation in one tank, with max. useful capacity of 15 m³ and min. useful capacity of 3 m³, equipped with propeller mixer, driven by electromotor and speed reduction gear.	1	
6.06	Continuous first saturation in two tanks. Useful capacity 2 x 13 cu. m. Juice level in tank = 3500 mm. Complete with fittings and overflow. Fully automatic chemical process ensures a suitable degree of pH	2	
6.07	Centrifugal pump for juice after first saturation : Q = 140 cu.m/hour H = 50 m. water head. Electric motor : N = 40 kW n = 1470 r.p.m.	2	

1	1	3	4
6.08	12–pass rapid–flow tubular heater for juice after lst saturation, 150 sq. m. heating surface , steel tubes diameter 30/33 mm.	1	
6.09b	Double–frame filter presses of the Szarejko system for juice after saturation I. Filtering surface = 225 sq.m Body diameter = 2500 mm. Length = 5180 mm. Number of filtering frames = 70 Flushing device drive N = 1.5 kW n = 1500 r.p.m. Special filtering fabric (steelon) used during the whole campaign without being changed. It lasts an average 3 years.	4	
6.10b	Tanks for the entire battery of filter presses Capacity = 20 cu.m. 5000 x 2000 x 2000 mm.	4	
6.11b	Centrifugal pump for conveying barometric water to the upper flushing device. typeW 16 p III (three stage) Q = 210 cu.m/hour H = 90 m water head Electric motor, N = 84 kW	2	
6.12b	Pump for recirculated water to the bottom nozzles of the filter presses type S20 SP/2P Q = 180 cu.m/h H = 50 m. water head Electric motor : N = 45 kW n = 1500 r.p.m.	1	
6.13b	Pump for sweetening off mud from the filter presses, type S19 Sp–15 Q = 90 cu.m/h. H = 50 m. water head Electric motor N = 28 kW n = 1500 r.p.m.	2	
6.14b	Mud mixer – capacity 45 cu.m. Φ = 2200 mm. Length= 6000 mm. Electric motor, N = 4.5 kW n = 1000 r.p.m. with speed reduction gear.	1	
6.15b	Centrifugal pump for conveying sweet water from the filter presses to the lime slaking apparatus Q = 60 cu.m h. H = 30 water head Electric motor, N = 15 kW n = 1450 r.p.m.	2	
6.16b	Filters with hydromechanical removal of filtering residues Szarejko system. Filtering surface = 100 sq. m. 36 filtering frames of special construction. Filtering fabric (steelon), the filters are hermetically sealed during		

1	2	3	4
	the entire campaign. The fabric lasts an average 5 years. Overall dimensions 2000 x 1600 x 1500 mm.	5	
6.17b	Centrifugal pump for juice directed to the IInd filter presses Q = 140 cu.m/hour H = 50 m. water head. Electric motor N = 40 kW n = 1470 r.p.m.	1	
6.18b	12–pass, rapid–flow juice heater before IInd saturation heating surface = 150 sq.m. steel tubes Φ = 30/33 mm.	1	
6.19b	Continuous single–tank saturation with direct steam heater working capacity = 9.5 cu.m. total capacity = 25.0 cu.m. juicelevel in tank = 3.0 m. tank diameter = 20000 mm. tank height = 8000 mm. complete with overflow box	1	
6.20b	Centrifugal pump for juice after IInd saturation Q = 140 cu.m/hour H = 50 m. water head. electric motor, N = 40 kW, n = 1470 r.p.m.	2	
6.21b	Double–flame filter presses, Szarejko system for juice after IInd saturation filtering surface = 225 sq.m. Body diameter = 2500 mm. Body length = 5180 mm. 70 filtering frames, mechanical flushing device driven by an electric motor N = 1.5 kW, n = 1500 r.p.m.	2	
6.22b	Centrifugal pump for conveying diluted mud to the sedimentation pools outside the factory area. Q = 50 cu.m/hour H = 30 m. water head with electric motor, N = 20 kW n = 1450 r.p.m.	2	
6.33	Centrifugal pump conveying thin juice to the sulphitation tank Q = 140 cu. m]hour H = 36 m. water head Electric motor N = 28 kW n = 1460 r.p.m.	2	
6.34	Continuous sulphiter for thin juice with direct steam heater, single tank, complete with overflow Working capacity– 9.5 cu.m. Total capacity– 25 cu.m. Juice level in tank–2.5 m. Dimensions Φ = 2000 mm. H = 8000 mm.	1	
6.35	Centrifugal pump for juice after sulphitation to tank. Q = 140 cu. m]hour H = 36 m. water head Electric motor N = 28 kW n = 1460 r.p.m.	1	
6.36	Tank for juice after sulphitation above the filters Φ = 1500 mm. H = 2000 mm.		
6.37	Juice filters after sulphitation, for repeated filtration with hydro-mechanical removal of residues, type as per item 6.16b.	3	
6.38	Thin juice tank before evaporators, adapted for automatic juice level regulation-capacity 25 m3.	1	
6.39	Centrifugal pump conveying thin juice to the evaporators. Q = 140 cu. m]hour H = 50 m. water head Electric motor, N = 40 kW n = 1470 r.p.m.	2	
6.40	SO2 sublimator with outside water cooling (double cooling jacket) Φ = 1200 mm H = 2100 mm	1	
6.41	Rotary furnace for burning sulphur–water cooled furnace body Inside mixing arm – speed 2.45r.p.m Electric motor, N = 1 kW n = 1425 r.p.m. with speed reduction gear. REMARK : It will be considered that the two streams of SO2 (one for thin juice and one for water to diffusion) can be regulated, the one independent from the other.	2	
6.42	Air pressure balance tank before the sulphur furnaces, water cooled (double jacket) Φ = 1200 mm H = 1800 mm	1	
6.43	Air compressor to the sulphur furnace, – Output = 180 cu.m)hour Pressure = 2.5 Kg]cm².g. Electric motor, N = 5 kW n = 1500 r.p.m.	2	
6.44	Air dryer with filter mounted on the intake, dimensions 1100 x 650 x 1100 mm.	2	
6.45	Pipelines of various diameters, flanges and studs		
6.46	Fittings, flanges and studs		
6.47	Sundry steel structures, such as gutters, chutes, suspensions and hangers for pipes etc.		
6.48	Steel sheet tanks for preparation of soda solution for juice after IInd saturation, equipped with propeller mixers, driven by electromotors and speed reduction gears.	2	
6.49	Centrifugal pump for soda solution, driven by electromotor.	1	

1.	2.	3.	4.
6.50	Soda solution steel sheet tank, placed by IInd saturation, equipped with automatic adjustable dosing arrangement, and propeller mixer, driven by electromotor and speed reduction gear.	1	
	7. JUICE PREHEATING-EVAPORATION STATION AND VAPOUR CONDENSING		
7. 1	12–pass, rapid–flow juice heater before the evaporators, 120 sp. m. heating surface, steel tubes 30]33mm. with complete fittings and accessories for juice and steam, with thrermometers, pressure gauge and trap for condensate.	3	
7. 2	Complete quadruple–effect evaporator working under pressure, consisting of upright apparatuses, type «Robert», equipped with complete fittings for juice vapours and ammonia gases, with foam gauges, vacuometers, automatic Brixmeters, juice level automatically maintained. Steel tubes in the heating chambers Φ. 30]33 mm. Ist effectheating surface 860sq.m. IInda' » » » 860 » IInd b' » » » 860 » IIIrd » » » 860 » IVth » » » 550 » Total heating surface of station : 3990 sq.m.	1	
7. 3	Centrifugal pump for thick from the evaporator, Q = 40 cu m]hour A = 25 m. water head Electric motor N = 15 kW n = 1450 r.p.m. mounted on the same bed plate with the electric motor.	2	
7.4	Thick juice tank before the mechanical bag filters, capacity 3.5 cu. m. Φ 1500 mm, H=2000 mm.	1	
7.5	Automatic filters for repeated filtration of thick juice, with mechanical removal of residues, system Szarejko, Filtering takes place through steelon fabric. Filtering area 100 sq m 36 frames of special construction. Dimensions: 2000X1600X1500 mm	3	
7.6	Centrifugal pump for thick juice from the filters to the thick juice tank before the A–massecuite vacuum pans. Q = 40 cu. m)hour H = 25 m. water head Electric motor. N = 15 kW n = 1450 r.p.m. mounted on the same bed plate with the electric motor.	1	
7.7	Thinck juice tanks by the A–massecuite vacuum pans, capacity 15 cu. m. Dimensions : 2500×2000×3000mm	2	
7.8	Tanks for condensate from evaporator and other heating apparatuses— I— Φ 1200 × 2500 mm II— Φ 1200 × 2500 mm III— Φ 1200 × 3600 mm with complete fittings, stop valves and sutomatic overflows, pressure gauges and thermometers	3	
7.9	Centrifugal pump for condensates from the evaporation station to the boiler house Q = 60 cu. m)hour H = 30 m. water head Electric motor, N=15kW n = 1450 r.p.m. mounted on the same bed plate with the electric motor.	2	
7.10	Centrifugal pump for conveying condensate from the evaporation station to the ammonia water tanks. Q = 90 cu. m]hour. H = 50 m. water head Electric motor,N = 20 kW n = 1450 r.p.m. mounted on the same bed plate with the electric motor.	2	
7.11	Barometric condenser for vapours from evaporator and vacuum pans with water trap on the air-line. Q = 2000 mm. Height = 5800 mm.	2	
7.12	Steel plate tank for cold water mounted on the condenser, dimensions 2500 x 2000 x 3000 mm.	2	
7.13	Steel plate tank for clean filtered water, dimensions. 2500 x 2000 x 2000 mm.	1	
7.14	Steel plate tank for hot ammonia water, dimensions 2500 x 2000 x 2000 mm.	1	
7.15	Steel plate tank braced with angles for barometric water, dimensions- 4000 x 2000 x 2000 mm.	1	
7.16	Centrifugal pumps, type «Elfa» for barometric waters, Q = 600 cu. m]hour H = 40 m. water head Electric motor N = 100 kW n = 1450 r.p.m. Mounted on the same bed plate with the electric motor.	2	

1	2	3	4
7.17	Syndry steel structures, as chutes, funels, platforms etc.		
7.18	Pipelines for water, steam, juice including flanges and studs		
7.19	Fittings, valves, gate valves, etc.		
	8. VACUUM PANS AND CENTRIFUGALS		
8. 1	Vacuum piston pump for vapours discharged from vacuum pans and evaporators. sub-pressure = 600-700 mm. water head. Driven by an electric motor with foundation plate and starter.	3	
8. 2	Exhaust tank for vacuum pumps of steel plate, dimensions : 1000 x 1000 x 1200 vmm.	3	
8. 3	Complete vacuum pan for massecuite I capacity 40 t. Heating surface 200 sq. m. Tububar heating chamber, pendant type, chamber diameter 3500 mm, of upper part 4000 mm. Hydraulically controlled drain valve with fittings and condensate trap.	4	
8. 4	Open massecuite I cristallizer Capacity = 32 cu. m. Width = 2200 mm. Height = 2450 mm. Length = 8000 mm. Speed = 0.7 r.p.m. driven by electric motor, N = 4.5 kW. n = 1000 r.p.m. over a speed reduction gear.	2	
8. 5	Massecuite I distributor over the centrifugals - Width = 700 mm. Height = 800 mm. Length = 16000mm Speed = 2.52 r.p.m. With massecuite discharge gutters. Driven by electric motor, N = 4.5 kW, n = 1450 r.p.m. over a speed reduction gear.	1	
8.6	«Record»– type, conical centrifugal for massecuite I, self—discharging system, equipped with a device for bleaching sugar with water and steam. Semi-automatic work.Bowl diameter 1250(48″). Bowl height 1000 mm, bowl speed 960 r.p.m., single charge capacity 500 Kg. The machine is made of selected materials, with suspended, high–grade steel spindle. Drive from two speed electric, slip–ring, synchro nous motor, N = 36kW, n = 960 250 r.p.m. Hand–operated and electrical braking system. The centrifugal is supplied with complete fittings.	8	
8.7	Complete vacuum pan for massecuite II. Capacity 40 t. Heating surface = 200 sq.m. Pendant, tubular heating chamber, diameter 3500 mm, diameter of upper part 4000 mm. Hydraulically controlled discharge valve, complete fittings and condensate trap.	2	
8.8	Massecuite II cristalliser–open type. Capacity = 32 cu.m. Width = 2200 mm. Height = 2450 mm. Length = 8000 mm. Speed = 0.7 r.p.m. Drive from electric motor. N = 4.5 kW, n = 1000 r.p.m.		
8.9	II and III sugar mingler, length= 22750 mm, width = 700 mm, height= 800 mm, speed –2.52 r.p.m. With massecuite discharge gutters, double side drive from electric motors of N – 4.5 kW each, n= 1450 r.p.m. over a speed reduction gear. Part of the distributor used for massecuite III is heated.	1	
8.10	II and III sugar–centrifugals, type «Record»–all as per item 8.6	5	
8.11	Vacuum pan for massecuite III, complete, capacity = 40 t., all as per item 8.3	3	
8.12	Massecuite III cristalliser under the vacuum pans, lenght–=18000 mm, diameter= 1200 mm, height –1400 mm. with discharge gutters to the massecuite distributors. Driven from electric motor N=4 kW, n=1450 r.p.m. over a speed reduction gear.	1	
8.13	Massecuite III cristalliser, type «Werkspoor» continuous operation, capacity=32 cu.m. width=2200 mm, height–2450mm, length=8000 mm, cooling surface= 58 sq. m., driven by an electric motorN=4.5 kW, n=750 r.p.m.over a speed reduction gear, with an equipment for circulating the cooling water in closed loop. and for cooling the water, cooling surface 200 m³ and two centrifugal pumps for cooling water each with a capacity of 20 m³)h.	6	
8.14	High–speed, fully automatic centrifugals for massecuite III Drum diameter = 45 ins. Charge =350 kg. speed = 1450 r p.m Output = 14 charges per hour The centrifugals are equipped with a pneumatically controlled feeder for massecuite, and an electrically driven sugar plough.		

1	2	3	4
	Each centrifugal battery is provided with its separate control unit, drive from a four–speed electric motor 50 (200") 750/1450 r.p.m.	7	
8.14b	Air compressor for the automatic operation of the centrifugals for III massecuite including pressure tank. Output – 57 cu m/hour. Working pressure –= 8 at. g. 7 5kW electric motor Motor speed = 3000 r.p.m.	2	
8.15	I–molasses tank by the vacuum pans Capacity = 15 cu. m. Dimensions – 3000 x 2500 x 2000 mm. Made of steel plate and braced with angles	1	
8.16	II–wash tank by the vacuum pans Capacity = 15 cu. m. Dimensions—3000 x 2500 x 2000 mm. Made of steel plates and braced with angles.	1	
817	Affination run–off tank by the vacuum pans, capacity = 15 cu. m. Dimensions—3000x2500x2000mm made of steel plate and braced with angles.	1	
8.18	Remelted sugar tank before the bag filters, capacity = 15 cu.m. dimensions–3000x2500 x2000mm. made of steel plate and braced with angles	1	
8.19	III–afterwork molasses tank for molasses returned to vacuum pans III, capacity = 15 cu.m. dimensions = 3000x2500x2000mm made of steel plate and braced with angles.	1	
8.20	Tank for water directed to the product III cristallizers	1	
8.22	Tank for water used for bleaching sugar in the centrifugals capacity = 8 cu.m. dimenzions = 2000x2000x2000 mm.	1	
8.23	Electro-hydraulic set for closing the vacuum pans Pressure = 200 at.g. max. Electric motor N = 1.1 kW	2	
8.24	Shaker conveyor for sugar from under the centrifugals 1 Steel underframe connected with the conveyor trough by means of wooden shock-absorbers Output = 306 t]24 hours Trough width = 1200 mm. Trough height = 250 mm. Length = 22000 mm. Sugar conveying speed = 0.15 m]sec.		

1	2	3	4
	Drive from an electric motor N = 7.5 kW, n = 965 r.p.m over a system of V–belts	1	
8.25	Lump crushér with adjustable roller pressure. Roller dimensions 260 x 600 mm. Drive from an electric motor N = 3 kW, n = 1450 r.p.m. over a speed reduction gear.	1	
8.26	Buckét elevator for white sugar, double–chain, entirely housed. Output 20.0 t/hour. Distance between drum journals = 13.000mm. Lifting speed 0.63 m/sec. Drive from an electric motor, N=5 kW, n = 960 r.p.m. over a speed reduction gear.	1	
8.27	Rotary, horizontal, sugar drying drum, driven by electromotor and speed reduction gear. Φ 2500, length = 10000 mm.	1	
8.28	Air–heater, suitable for the above mentioned drying drum. Heating surface 50 m².	1	
	Remark: Surface should be settled finally when planning in detail.		
8.29	Axial–type fan, pressing air to the air–heater and drying drum, driven by electromotor, output 22000 m³/h.	1	
8.30	Air–filters, chamber type, dimensions = 1000 x 1100 x 600 mm.	2	
8.31	Rotary, horizontal, sugar cooling drum, driven by electromotor and speed reduction gear. Φ = 2500 mm,length = 10000 mm.	1	
8.32	Axial–type suction pressure fans, for drying and cooling drums, driven by electromotors, output = 15000 m³)h.	3	
8.32 a	Wet sugar dust box with ceramic rings. Φ = 800, height = 6000 mm.	2	
8.32b	Suitable propeller mixer for wet dust box water, driven by electromotor and speed reduction gear.	1	
8.32c	Centrifugal pump for sweet water, driven by electromotor, output 15 m³/h, H = 30000 mm. water head.	1	
8.32d	Belt conveyor for transportation of dried sugar to the vibrating screen. Width = 500 mm. Length ± 12.000 mm. driven by electromotor and speed reduction gear.	1	
8.32e	Vibrating screen for sugar sorting, dimensions 3000 × 1600 mm, driven by electromotor.	1	
8.33	Sugar scales, type «Rapido» suspended under the sugar silos Outlet diameter = 300 mm. Weighing tolerance ± 0,5 o]oo Capacity 80–100 pieces of 50 kg. bags per hour, each.	4	

1	2	3	4
8.33a	Control scale for the above mentioned scales, with plus-minus scale.	1	
8.34	Scale conveyor for carrying sugar to the scales, arranged under the silos. Width = 650 mm. Length = 12000 mm. Driven by an electric motor of N = 4 kW, n = 950 r.p.m. over a speed reduction gear.	1	
8.35	Sugar sack sewing machine, model «Tekstima», equipped with a conveyor 4000 mm long and suited for sewing up cotton or jute sacks.	2	
8.36	Belt conveyor for transporting sacks of sugar from the packing to the sugar store belt width = 650 mm. belt length = 60000 mm. driven from an electric motor of N = 2.8 kW, n = 1420 r.p.m.	1	
8.38	Pipelines for vapours, steam water, juices, wash and molasses, including flanges and studs.		
8.39	Fittings, flanges and studs.		
8.40	Sundry steel structures, as chutes, gutters, suspensions and hangers for pipes etc.		
8.41	Belt conveyors for transport of sugar particles from vibrating screen to sugar remelters – Width = 500 mm. Length = 12000 mm. Driven by electromotor and speed reduction gear.	2	
8.42	Mechanical level indicators (one above each funnel)	4	

9. PROCESSING AND AFFINATION EQUIPMENT FOR II AND III STRIKE SUGARS

1	2	3	4
9.01	Rotation–pump of massecuite I from cristalliser to distributor above the centrifugals. Q = 15 m³/h H = 10 m Electric motor N—7.5 kW n— 1000 r.p.m. with speed reduction gear, equipped with arrangement for automa tic switch off or switch on, according to the massecuite level in the distributors,	3	
9.02	Rotation–pump of massecuite II from cristallisers to distributor above the centrifugals. Technical data as in item 9.01	2	
9.03	Rotation-pump of massecuite III from cristallisers to distributor above the centrifugals. Technical data as in item 9.01	2	
9.04	Open rectangular tank for molasses under I massecuite centrifugals. capacity = 9.0 m³ Dimensions: 1500 x 4000 x 1500mm	1	
9.04a	Open rectangular tank for white sirup under I massecuite centrifugals, capacity 2.25 m3.	1	
9.05	Tank as above for wash II under cen trifuglas II, capacity=2.25 m³ dimensions=1000x1500x1500	2	
9.06	Affination run-off tank under the centrifugals, capacity=2.25 m³ dimensions=1000x1500x1500mm	1	
9.07	Open, blackstrap molasses tank under the centrifugals III, capacity= 2.25 m³ equipped with steam injection and tube for addition of hot water to adjust the molasses density and remove foam.	2	
9.08	Band screw conveyor divided with removable baffles for II and III sugar under the centrifugals. Output=5.0 t/h Φ=400 mm. lenght=22000 mm. Two-direction drive from the electric motors N=4.5 kW. n=960 r.p m. with speed reduction gear.	1	
9.09	Horizontal, continuous sugar remelter, steam heated (heating jacket) working capacity=5.0 m³ mainshaft speed=31 r.p.m. Φ≤1200 mm. length=3500 mm. electric motor N=3kW n=1440 r.p.m. with speed reduction gear	1	
9.10	Horizontal, continuous II and III sugar mingler width = 1000 mm length = 3500 mm working capacity = 3 m³ equipped with mixing band and sugar crusher (initial chamber) Drive from the electric motor with speed reduction gear N=4kW n=960 r.p.m.	1	
9.12	Fan exhausting vapours from centrifugals, Q = 160 m³/min Electric motor N = 3 kW n = 1000 r.p.m.	1	
9.13	Drain pump for juice end and sugar end. Q = 13 m³/h. H = 10 m electric motor N = 1.7 kW n. = 1500 r.p.m	4	
9.14	Water hydrocompressor for centrigugals I. Complete set with a pressure balance tank. Q = 90 l min., H = 25 m. Electric motor N = 2.2kW n = 2850 r.p.m.	1	

1	2	3	4
9.15	Molasses I centrifugal pump to the tank near the vacuum pans II Q = 20 m³/h., H=25 r.m. Electric motor N = 14 kW n = 1450 r.p.m.	3	
9.16	Centrifugal pump as above for wash II to the tank near the vacuum pans III.	3	
9.17	Centrifugal pump as above for affination run-off near the vacuum pans III	2	
9.18	Centrifugal pump as above for remelted sugar to the tank before strainers.	2	
9.19	Rotary pump for II and III affination massecuite Q = 15 m³]h, H = 25 m. pump speed = 32 r.p.m. electric motor N = 7.5 kW, n = 1000 r.p.m. equipped with arrangement for automatic switch on or switch off according to the massecuite level in the distributors.	2	
9.20	Rotation pump for blackstrap molasses to the tank on scales and to the molasses tank Q = 15 m³]h, H = 25 m, pump speed = 40 r.p.m., electric motor N = 7.5 kW, n = 1000 r.p.m.	2	
9.21	Sieve catchers before pumps in juice end, Q = 400 mm.	7	
9.22	Pipelines of different dia. with flanges and screws.		
9.23	Fittings with flanges and screws.		
9.24	Sundry steel structures.		
	10. PULP DRYER		
10.1	Horizontal screw conveyor dosing pulp to the drum, installed in a closed steel gutter, fitted with a suitable inlet for introducing molasses. Φ = 350 mm. length = according to final layout. Electric motor N = 2.8 kW n = 930 r.p.m. with speed variation from reduction gear.	1	
10.2	Chute feeding the screw conveyor. Dimensions at the outlet — 400 x 400 on the top 1000 x 400 and the height ca. 1000 mm.	1	
10.3	Unmovable (fixed) drying drum part with dia. corresponding with the drum Φ = 2600 mm. with holes 300 x 300 for pulp.	1	
10.4	Horizontal, rotary pulp drying drum Φ = 2600 mm. length = 13000 mm. with complete housing on the side of dry pulp, foundation frames and guide rollers. Electric motor N = 20 kW n = 1450 r.p.m. and speed reduction gear.	1	
10.5	Dry pulp screw conveyor discharged from pulp chamber. Φ=350 m.m. lenght=5500 m.m. n=37 r.p.m. Electric motor N=2.8 kW n=930 r.p.m. with speed reduction gear	1	
10.6	Drypulp bucket elevator with buckets attached to I admirality patent chain. Width=400 mm H=12000 m.m. Lifting dpeed=0.75 m)sec. Electric motor N=4 kW n=1459 r.p.m. with speed reduction gear.	1	
10.6a	Rotary type slide valve dosing dried pulps to pmeumatic transport arrangement, driven by electromotor and speed reduction gear.	1	
10.6b	Axial type blowing-fan for pneumatic transport arrangement of dried pulps, total pressure=600 m.m. water column driven by electromotors.	1	
10.7	Drying drum exhaust fan, output= Q—55000 m³/h compression=180 m.m. water head Electric motor N=60 kW n=970 r.p.m.	1	
10.8	Pulp dust exhausting arrangement, consisting of 2 cyclones, working parallel, Φ = 1600 mm. Total height = 4350 mm.	1	
10.9	Oil firing plant for drying drum, with the capacity of 10.10⁶ Kcal /h, consisting of : 2 oil burners for 500 kg oil/h each 2 ventilator fans for blowing, with total capacity of 350 m³/min. manholes, vent-holes, chimney, 1 control panel with measuring instruments for pressure, temperature and quantity of oil directed to the burners, with arrangement for signalizing of «vanishing of flame», and complete installation for oil supply in the combustion chamber, as well as refractory bricks and fire proof material.	1	
10.18	Sundry steel structures and chutes.		
	11. DRIED PULP STORE.		
11.1	Pheumatic transport line for dried pulps, together with supporting steel structure.	350m	

1	2	3	4
11.2	Cyclone, made from steel sheets for dry pulp, Φ = 3200 mm Height = 5150 mm	1	
11.2a	Rotating sliding valve, output 4 t/h with drive from electric motor and reduction gear	1	
11.2b	Screw conveyor with 4 outlets for dry pulp, with gutter made from steel sheets, for loading of lorries and railway trucks, screw =Φ 350 mm. length = 18000 mm., drive through electric motor and reduction gear.	1	
11.3	Weighing bridge for weighing sugar pulp in sacks, capacity = 120 kg.	2	
	12. MOLASSES TANKS		
12.1	Complete molasses tank capacity = 2200t. Φ = 15000 mm. height = 9000 equipped with level indicator and drain valves.	2	
12.2	Molasses distribution tank for loading in barrels and trailer cysterns. Capacity = 100 tons Φ = 4800 mm. height = 4230 mm. equipped with drain valves and a level indicator.	1	
12.3	Blackstrap molasses rotary pump for loading railway cysterns or distribution tank. Q = 15 m³/h H = 25 m. Pump speed = 40 r.p.m. Electric motor N = 7.5 kW n = 1000 r.p.m.	2	
12.4	Pipelines supplying blackstrap molasses from sugar end to the molasses tanks and others within the molasses tank station.		
12.5	Fittings with flanges and screws.		
	13. SUGAR STORE.		
13.1	Stationary belt conveyor for sugar sacks in sugar store, belt width = 650 mm. length = 54.000 mm. Electric motor N = 3 kW n = 950 r.p.m. with speed reduction gear.	3	
13.2	Portable slat conveyors for sugar sacks. belt width = 650 mm. length = 4000 mm. Electric motor N = 1 kW n = 950 r.p.m. with speed reduction gear.	12	
13.3	Portable slate stacker for sacks with sugar width = 650 mm. length = 9000 mm. Free piling height within limits : 3.35 — 6.30 m. Electric motor N = 2.8 kW n = 1420 r.p.m. with speed reduction gear, output 50 t/h.	2	
	14. OUTSIDE PUMPS AND PIPING NETWORK		
14.1	Centrifugal pump supplying river water to the water tower (campaign period) Q = 500 m³/h H = 45 m. Electric motor : N = 100 kW n = 1470 r.p.m.	3	
14.2	Centrifugal pump supplying river water to the water tower (after campaign period) Q = 110 m³/h H = 50 m. Electric motor : N = 28 kW n = 1450 r.p.m.	1	
14.3	Centrifugal pump for drain water in pump station on the river bank Q = 13 m³/h H = 10 m Electric motor : N = 2 kW n = 1500 r.p.m.	1	
14.4	River water centrifugal pump for fire security means, Q = 20 m³/h H = 90 m. Electric motor : N = 55 kW n = 2900 r.p.m.	1	
14.4a	Multistage deep working type pump, Q = 20 m³/h (333 l/min), H = 100 m. equipped with inlet sieve and cable.	1	
14.5	Centrigugal pump for teturning mechanically polluted water from the decanter to the beet bins, Q = 600 m³/h, H = 40m. Electric motor : N = 100 kw n = 1450 r.p.m.	2	
14.6	Pipelines supplying river water to the water tower, for returning water from the decanter to the beet bins, pipeline for water for fire fighting purposes from the pump on the river bank to the factory, diluted defecation mud pipeline from the main building to the sedimentation pool and others.		
14.1	Fittings for outside pipelines with flanges and screws.		
14.8	Sundry steel structures.		

1	2	3	4
	15. COMPLETE FIRE-SAFETY EQUIPMENT		
15.1	Complete underground hydrants.	10	
15.2	Cast iron water screens with complete casing Φ 150	4	
15.3	Cast iron water screws with complete casing Φ 80	10	
15.4	Reversing valve	1	
15.5	Cast iron water piping Φ 150 mm	600	m
15.6	Casr iron water piping Φ 100 mm	100	m
15.7	Hoses with complete outlets – 5 its. at 30 m. each	5	
	Remark = All pipe – connections will be foreseen according to Greek standards.		
	16. METERING INSTRUMENTS FOR THE TECHNOLOGICAL PROCESS		
16.1	Metering instruments for the juice purification and filtering station consiting of a 4–field metering board equipped with the following instruments, including transmitters:		
	1 Milk–of–lime density indicator.		
	1 CO2 analyser.		
	1 Pressure gauge for measuring the pressure of saturation gas.		
	4 Temperature indicators of juice directed to defecation, after Ist saturation and after preheaters to IInd saturation.		
	5 pH–meter indicators for juice, for preliming, Ist saturation, IInd saturation, juice sulphitation, sulphitation of barometric water conducted to diffusion.		
	1 mamometer for SO2 pressure.	1	set
	Note: The metering panel will be provided with a control desk of the automatic juice purification station working system item 17.5.		
16.2	Metering equipment for the evaporation station consisting of a 7–field metering board containing the following instruments:	1	set
	2 apparatuses recording the total quantity of steam directed to the sugar factory and to the avaporation station.		
	2 apparatuses indicating the quantity of steam used for technological purposes and for the centrifugals.		
	1 recording instrument of the quantity of juice directed to the evaporator.		
	1 pressure gauge for measuring pressure of steam directed to the sugar factory.		
	1 juice level indicator in the tank before the evaporator.		
	3 temperature indicators: steam to sugar factory, thick juice and barometric water.		
	2 apparatuses recording juice Brix before and after the evaporators.		
	2 vacuummeters for measuring subpressure in the condensing pans		
	1 Woltman watermeter for measuring the quantity of water to the juice tank.		
	N o t e : The metering board will be equipped with a control desk of the automatic purification station working system. item 17.5		
16.3	Metering instruments in the vacuum pans station and centrifugals, consisting of a 2–field board with the following set including transmitters of instruments outside the board:	1	set
	1 apparatus indicating juice Bx in the remelter.		
	6 temperature indicators of juice in the tanks before the vacuum pans and in tanks for I and II massecuite wash		
	4 microscopes for controlling the graining process in the A-strike vacuum pans.		
	9 quitometers for the vacuum-pans.		
16.4	Metering instruments in the lime station consisting of a 3–field metering board containing the following instruments including transmitters:	1	set
	2 apparatuses recording temperature in the lime kiln.		
	1 instrument indicating milk-of-lime density.		
	2 indicators of gas temperature at the scrubber outlets.		
	2 vacuummeters for measuring gas pressure at outlet and at the in et to the gas scrubbers.		
	1 C02 indicator.		
16.5	Metering instruments in the exhausted pulp drying plant, consisting of a 1-field metering board containing the following instruments and transmitters:	1	set
	1 moisture indicator for pulp.		
	2 flow meters for measuring the air draught at the inlet to the exhaust fan and at the inlet to the drum.		
	1 temperature indicator for gases at the drum outlet with a signalling device in case it is overstepped.		
16.6	For processing control: 1 instrument recording the beet supply (tempograph).	1	set
16.7	Cables Cable conductors 2 and 3 × 1.5 sq .mm..		

1.	2.	3.	4.
	Pipes		
16.8	Steel and copper pipes of various sizes including fittings. Steel structures.		
16.9	Steel structures consisting of profiles clamps and hangers for piping and cables.		
	17. INSTRUMENTS FOR AUTOMATIC TECHNOLOGICAL PROCESS REGULATION		
17.1	Installation for heated juice temperature control, consisting of: 1 automatic temperature regulator in the diffusion juice preheaters. 1 automatic temperature regulator in the juice heater after Ist saturation. 1 automatic temperature regulator in the juice preheater before IInd saturation. 1 automatic temperature regulator in the juice heater before the evaporator. 6 automatic temperature regulators in the thick juice as well as syrups coming from sugar washing.	1 set	
17.2	Automatic control of the juice automatic controller of the quantity of CO2 gas in relation to the juice quantity. 5 automatic pH regulators for preliming, Ist saturation, IInd saturation, juice sulphitation and sulphitation of barometric water conducted to the diffusion.	1 set	
17.3	Evaporation station control comprising: automatic juice level controller in the tanks before the evaporators. 5 automatic regulators in the evaporation station (4 effects). Automatic thick juice density regulator. automatic pressure controller in the Ist effect.	1 set	
17.4	Complete air-compressor wih control panels. Note: The control panels will be mounted to the metering boards specified under its. 16.1 and 16.2.	1 set	
17.5	Cables and wires.		
17.6	Steel and copper pipes of various sizes with fittings.		
17.7	Steel structures: The steel structures will include profiles. flats, clamps and holders for pipes and cables.		

1	2	3	4
	18. LIST OF MACHINE TOOLS AND MECHANICAL WORKSHOP EQUIPMENT		
18.1	Engine lathe, turning length 5 m, type TR–90 8110 x 1885	1	
18.2	Engine lathe, turning length 2.5 m, type TR–55 4600 x 1320	1	
18.3	Engine lathe, turning length 1 m, type TR–45 2760 x 1230	2	
18.4	Cross planer, stroke 440 mm type SZ 400 1650 x 1250	1	
18.5	Universal milling machine with accessories (dividing head) table dimensions 1.350 x 310 mm type 2FW 2515 x 1985	1	
18.6	Column drilling machine, drilling diameter up to 40 mm, type WKA – 40 1250 x 850	1	
18.7	Column drilling machine, drilling diameter up to 25 mm, type WKA – 25 1100 x 870	2	
18.8	Bench drilling machine, drilling diameter up to 15 mm, type WS, 15, 735 x 390	2	
18.9	Hand operated electric drill, hole dia 10 – 15 mm.	4	
18.10	Universal tool grinding machine, table dimensions 915X135 mm., height of centres 125 mm. distance between centres 685 mm. type 1 SAB, 1735X1300.	1	
18.11	Double-wheel grinding and sharpening machine, wheel diameter 350 mm. type OND 1350X1045	2	
18.12	Spring-loaded hammer, tup weight 60 kg. stroke 250 mm, type MS-60	1	
18.13	Universal sheet cutting shears up to 16 mm thickness, type NU–16 2000X900.	1	
18.14	Hacksaw–cutting diameter up to 120 mm, type PM–1 20, 1300X600	1	
18.15	Sheet rolling machine up to 10 mm. thickness and 2 m. widht	1	
18.16	Electric welder 500 A	1	
18.17	Portable electric welding set 350 A, type EW–2u.	3	
18.18	Stationary acetylene generating set, output 10.000 l/hour progaz (1).	1	
18.19	Portable acetylene generating set output 2200 l/hour progaz (2)	2	
18.20	Band saw, overhang 900 mm. type PTe–9, 1600X1160.	1	
18.21	Wood shaping machine, single thicknessing width 600 mm. type HeNe–6 1300X1300	1	
18.22	Milling machine for wood, table dimensions 1.000X1.000 type FJNe 1210X1000.	1	

1	2	3	4
18.23	Workshop forge with bellows and electric motor.	2	
18.24	Portable field forge.	2	
18.25	Circular saw, table dimensions 1200 X830, saw blade diameter 500 mm type TPSe.	1	

19. SPECIFICATION OF ELECTRIC EQUIPMENT

	Transformer substation 15(0,4) 0,23 kV with the following equipment.		
01	Transformer cell equipped with– a) switch–off 15 kV, 400A rated power of 200 MVA switch–off capacity. b) disconnecting switch for the junction between electrical assembly rails of the factory to the state grid, each 400A R20 capacity with a set of instruments transformers for protection and measuring.	3	
02	Measuring cell with a disconnecting switch R20 and safety switch of great capacity, and tension isntrument transformers 15000 100 V quality 05 for measuring of energy and voltage. Set of counters, for measuring the electric energy in two directions.	1	
03	Three phase transformer 15(0.4) 0.23 kV of 500 KVA capacity with reversing switch, type gas blowing «Buchholtz» and thermometer.	1	
04	Low tension switch off 1000A, 500 V. with electromagnetic disconnecting switch and thermical relays. It should be installed on the low tension side of transformer 500 KVA.	1	
05	Three phase transformer 15(0.4) 0.23 KV 250 KVA capacity.	1	
06	Low tension swtch off 600 A, 500V. with electromagnetic and thermic relays to be installed on the low tension side of the transformer 250 KVA.	1	
07	Connections between the cells of 15 kV tensions, and from tranformer to the switches of high and low tension. Main distributing station, 220/380V, 50H.Z. designed as a self – containing panel and consisting of the following cells :		
08	Generator feeding field consisting of an automatic switch off for nomical current 6000A/ short circuit current 70 KA with a set of instrument transformer and measuring apparatuses for the generator.	2	
09	Connections 3,1 MVA with feeding field of generator nade from rolled copper for nomical current 5000A. Length of connections about 20m.	2	
10	Panel of generator's protoctions with a set of relays for ptotecting and signalling.	2	
11	Deexciting arrangement of the generator consisting of a switch off and resistances for extinguishing the field.	1	
12	Set of the tension automatic controlling arrangement, consisting of automatic tension controller, bypass controller and accessories	2	
13	Synchronising column with switch-over for adjusting the synchronisation between generators or generators and the state grid.	1	
14	Feeding cell from the transformer 500 KVA with switch-off and auxiliary arrangement.	1	
15	Distributing cells with switch - off and safety switches 400A (to the subdistributing stations).	30	
16	Distributing cells for electric motors of higher cepacity, with switches 400A and electromagnetic and thermic relays.	14	
17	Distributing cells as above, but for 200 A.	22	
18	Distributing board for direct current 11 0 V, consisting of a battery of accumulators for nomical tension 110 V and a rectifier with automatic loading arrangement.	1	
19	Air compressor installation for the operating of generators switches, set	1	
20	Cables for distribution of power nominal tension 1 kV, set	1	
21	Power installation in power plant and tecnological deparments. consisting of – all connections, signalling cables and covered distributors.	1	
22	Illuminating installation inside of buildings, but without bulbs and sockets, set	1	
23	Illumination of area consisting of cables , but without masts, bulbs and sockets, set	1	
24	Telephonic equipment for 100 connections with cables, set	1	
25	Fire security installations with automatic signalling arrangement to the regional fire security guard. All connections to be delivered only on area of factory.	1	
26	Protection installation against lightnings for all buildings on the factory area with necessary groundings.	1	

1	2	3	4
	20. POWER PLANT FIRED WITH FUEL OIL		
20.01	Boiler OKO 25, foreseen for indoors erection, complete with all accessories with ut brick and foundation works, radial type, with the following technical data : Max. constant evaporations = 25 t]h. Normal evaporation = 20 t]h. Working pressure = 25 at. g. Pressure at the superheater outlet = 24 at. g. Superheated steam temperature 380° C. Feedwater temperature 140°C. Heating surface of boiler=340m2 » » of superheater =220m² » » of economiser=275 m² » » of air preheater = 635 m²		
	Fire chamber is adapted for firing with fuel oil of a lower heat value 9800 Kcal. On the fire chamler are fixed : 4 burners (mechanical pressure atomising arrangements) of a capacity each 500 kg/h. Steam desuperheating arrangement of coling surface system with cooling possibility of – 30°C (handoperated). Feedwater heater for a 3,5 at. outlet steam inlet temperature 105 – 110° outlet 140°C. Water level controlling arrangement of dilatation system «Copes» Water level distance indicators.		
	Blowing fan of capacity V=450 m³/min. with an electric motor N=40 kW.	3	
	Efficiency at max. evaporation 90% Guaranteed 89%.		
	Arrangement for oil firing of boilers and the pulp drying station.		
20.02	Oil gearpump electrically driven, of capacity Q=2200 kg/h for a pressure P=20 at. g. with an electric motor N=2,8 kW.	4	
20.03	Oil heater of a heating surface 3 m² adapted for steam of 2–3,5 at. for a capacity of 6 t/h. each.	2	
20.04	Double suction oil filter Φ 50.	1	
20.05	Double oil filter at the pressure side Φ 32.	1	
20.06	Starting oil tank 10 m³ complete with fittings and pipings.	1	
20.07	Filter for starting oil Φ 40.	1	
20.08	Complete cut-off fittings.	1	
20.09	Piping in pumphouse and between pumphouse and boilerhouse, and pulp drying station.	1	
20.10	Oilcounters for crude oil.	3	
20.11	Measuring instruments in oil pumphouse.	1 set	

1	5	3	4
20.12	A panel with 3 lamps giving signals of the burners work with all accessories.	3	
	Oil Store.		
20.13	Oil tank 3000 m³ made from electric welded steel sheet of a thickness 5–10 mm. with a supplementary heating arrangement on the sucking side of pipeline.	1	
20.14	Gear oil pump RK50 of a capacity Q=230 l/min.at 20°E H=30m, electric driven, N=5 kW. A vacuummeter on the sucking side and manometers on pressure side.	2	
20.15	Sucking filters Φ 80 and elastic pipings for transloading of oil.	1	
	Water conditioning plant of a capacity 40 m³]h.		
20.14	Raw water pumps 600 – 700 l/min. H = 23 – 19 m. water heat Φ N= 5,8 HP n = 2900.	2	
20.15	Diluting tank for coagulant Φ 600.	4	
20.16	Dosing pump for coagulant.	2	
20.17	Dosing arrangement for 17,5 t]h. pressure of dosing 60 m. water head for trinatriumphosphate Φ 800.	1	
20.18	Mixer Φ 200.	2	
20.19	Air compressor of a capacity 0.7 m³]h. type KP2 with an electric motor 1,7 HP.	1	
20.20	Centrifugal pump for saltwater 200 l/min. H=29 m. with an electric motor N=10 HP.	1	
20.21	Concrete tank (iron parts) for flushing water.	1	
20.22	Filter for saltwater Φ 1300.	1	
20.23	Gravel filter Φ 2400.	2	
20.24	Ion exchanger Φ 1600.	2	
20.25	Overflow limiting arrangement for 200m³]h.	1	
20.26	Overflow, as above, for 50 m³]h.	1	
20.27	Overflow, as above, for 10 m³]h.	1	
20.28	Feedwater tank Φ 3000 x 8000.	1	
20.29	Deaerator Φ 1300.	1	
20.30	Expander for water and mud from boilers Φ 1600.	1	
20.31	Heat exchanger for feedwater tank Φ 350 F=8m².	1	
20.32	Heat exchanger–cooler F= 3m2.	1	
20.33	Cooler for mud and water from water-boxes Φ 300, F = 3m2.	3	
20.34	Cooler for taking water portions for tests, Φ 200.	1	
20.35	Atmospheric cut–off arrangement of feed water tank Φ 200.	1	
20.36	Flushing pump of a capacity 850–1000 l]min. pressure 14,5 m. water head, electric motor 4,6 HP, n = 1500 rev.]min.	1	
20.37	Supporting steel structure for deaerating arrangement.	1	

1	2	3	4
20.38	Piping between the apparatuses.	1	
20.39	Fittings.	1	
20.40	Ionit exchanging gravel.	1	
	Piping and fittings.		
20.41	High pressure steam pipings, dia. 150–250 between the boilers and turbines with fittings and supplementaries Small pipings, flanges and bolots. Nominal pressure 40 at. g.	1	
20.42	Feedwater piping Φ 100 of double way construction with Φ 100 with fittings, flanges and bolots.	1	
20.43	Steam pipings to the desuperheater.	1	
20.44	Various small pipings in the boilerhouse and turbinehouse.	1	
20.45	Piping and fittings for 2,5 MW turbine, nominal pressure 40 at. g. dia. 150 and 350, with flanges and bolots.		
	Back pressure piping 10 atm. g.	2	
	Steam reducing and desuperheating plant.		
20.46	Desuperheater of injection type, provided with two injection control valves Φ 25 mm.		
	The diameter of the desuperheating pipe prepared to be welded into the back pressure pipings of the 2,5 MW turbine is 350 mm.		
	Injection nozzles for spraying of water are adapted for a pressure 120 m. water head and are working with a feed water extracted from feed water pumps of boiler house. Capacity of desuperheating 50t/h.	1	
20.47	Reducing valve of the spring and membrane type for steaming the sugar in centrifugals, working with a pressure 25/5 at. g. and fed directly from the boiler drum.		
	Nominal pressure 40. at. g.		
	Capacity max. 5 t/h., Φ 50/80 mm.	1	
20.48	Reducing valve type as above, nom. 20/32, working for a pressure 25–10 at. g.	1	
20.49	Reducing valve adapted for an automatic control of deaeration plant.	1	
	Working pressure 3,5 at–1,2 at.		
20.50	Reducing valve for a capacity of 25 t/hr. nominal pressure 40 at. g. working from presure 25–2,5 at.g.	1	
	Controlling arrangements :		
20.51	Set of controlling arrangement of oil jet type consisting of :		
	Pressure controller, oil servomotor, gland blocking valve, six–way switchover cock, cut–off valves, fittings and connecting bar	1	
20.52	Set of controlling arrangement of temperature after desuperheater, consisting of :		
	Temperature controller of oil jet type, gland, blocking valve six way switchover cock and 2 servomotors.	1	
20.53	Set of controlling arrangement for deaerator consisting of : pressure controller, blockink valve, cut–off fittings and crank oil servomotor.	1	
20.54	Complete oil pump station for automatic oil controlling arrangement, consisting of : two gear oil pumps each of capacity 90 l/min. and oil pressure of 10 at. g. with piping inside pump house and manometer.	1	
20.54 A.	Piping and cut – off valves for oil and impulse connections between oil pumphouse and governed arrangements consisting of iron pipes Φ11/13, copper pipes Φ9/11, cut–off valves , connections for welding on steampiping.	1	
20.55	Induced Draught Plant. Draugth of capacity V = 900 m³/min. of total underpressure 100 mm. water head. A = 160°C N = 35 KW.	3	
20.56	Steel sheet channel from draught fan to the chimney.	3	
20.57	Steel sheet chimney Φ 1800 x 25 m.	3	
	Feed water pumphouse.		
20.58	Feedwater pump of capacity 57 m³/h with a bleeding for injection water of quantity 5 m³/h between the pressure stages. Total water head 318 m. with an electric motor N = 100 KW.	2	
20.59	Pump as above but driven with turbine TNO II of a capacity 100kW for inlet steam 25 at 375° C and outlet 2, 5 – 3,5 at.	1	
	Measuring apparatus.		
20.60	Selfcontaining measuring board with complete wiring and piping for each boiler, with the following apparatuses :	3	
	a) Flowmeter WLM indicating and adding type scale 0 – 40 t/h. complete with five way switch over cut – off valves and diaphragm.	3	
	b) A spriral tube – type manometer, with graduating 1 kg/cm² for pressure in the drum, complete with cut–off three way valve.	3	
	c) A manometer, as above for pressure after the superheater.	3	
	d) A manometer as above, for feedwater pressure	3	
	e) Indicating Manovacuummeter type MWP1, range –10 ..... 0 + 16 mm. water head for measuring of underpressure in fire chamber.	3	
	f) Manovacuummeter type MWP1,		

1	5	3	4
	as above, range –100... O mm. water head for measuring underpressure before and after air preheater and superheater.	6	
	g) Magnetoelectric apparatus range 0 – 600°C for measuring of steam temperature after super heater with a thermoelement. Fe – Constantan length 400 mm. and accessories complete.	3	
	h) Magnetoelectric apparatus, as above, for inlet temperature of feed water.	3	
	i) A CO2 indicating analyser with stabilizer and rectifier complete with filter.	3	
	j) Temperature indicator for resistance thermometer, Ni – 100 range 0 – 150°C for oil temperature measuring at heater outlet with resistance elements and signalling device.	1	
	Turbine measuring panel, lacquered by spraying, with complete wiring and piping, containing the following:	1	
	a) Float type flowmeter type WLM indicating and adding range 0 – 40t]h for steam at turbine inlet, with complete cut–off valves metering orifices, flanges, condensate vessel and bolts.	2	
	b) Manometer normal type dia. 160 centric range 0 – 30 kg]cm² for steam pressure measuring at turbine inlet with cock and spiral connecting.	2	
	c) Magnetoelectric type of meter range 0–500°C for steam temperature measuring at turbine inlet, with thermoelement Fe–Constantan in metal casing with sleeve for mounting on the pipe.	2	
	Control metering panel of steam reducing and cooling station.	1	
	This panel is steel sheet construction spray lacquered with complete wiring and piping and following instruments:		
	a) Manometer type MR2 indicating range 0–6 kg]cm² for steam pressure on the inlet into the evaporators.	1	
	b) A manometer, as above, for the pressure on the inlet to reducing valve.	1	
	c) Temperature recorder single diagrammic for steam temperature measuring at desuperheater outlet for resistance thermometer range 100 – 300°C with resistance 100 Ohm complete.	1	
	d) Magnetoelectric type of temperature measuring apparatus range 0–500°C for steam on the inlet to the desuperheater with thermoelement Fe–Constantan.	1	
	e) Manometer for pressure of controlling oil range 0–15 kg]cm².	2	
	Remarks:		
	a) This panel is connected with the measuring panel of the evaporation plant, as one of its mearing field.		
	b) On the panel are to be mounted: two six way cocks for oil controlling arrangement and controlling instruments.		
	Turbine house equipment.		
20.61	Backpressure turbine TP2,5 rated output 2500 kW at live steam pressure 23 at. g. Steam temperature 375° C. Unity steam consumption at 2500 kW 12,8 kg/kWh. at calculated backpressure 3,5 at. + 0,5 at.	2	
20.62	Turboalternator, rated power 3333 KVA., Power factor cos Φ=0,75 efficiency at 3333 KVA and cos Φ 0,75 is 95,4%, voltage 400 V, 50 HZ. Alternator is a closed air circulation type and indirectly coupled with an exciter, rated voltage 95V Rated current 400 A. The limits of the turbine delivery are: Foundation plant and bolts, quick stop valve, steam filter, water separator, Governing valves, Auxiliary oil steam pump, Electric pump, High Pressure steam piping, Safety valve, oil cooler, oil tank with filter, Turbine casing with insulation, Measuring manometer for steam and oil, Panel with tools. For Alternator: Air cooler, Hand operated voltage regulator, Automatic voltage regulator.	2	
20.63	Complete assemlbly travelling crane with a capacity 15 t. and hand driven.	1	
	Refractory and insulation materials for boilers.		
20.64	Refractory bricks.	3	sets
20.65	Thermolit bricks	3	»
20.66	Slagwool	3	»
20.67	Refractory concrete	3	»
20.a	ALTERNATIVE SPECIFICATION OF POWER PLANT FIRING LIGNITE OF THE SERRAI MINE. In case when decisions according to Artacle 3, para. 4 of the agreement will, in due time, be taken the powerplant will be changed for this purpose. In this case, boiler		

1	2	3	4
	will be provided for pulverized lignite and with partial firing of oil.		
	A liquid evacuation of ashes is foreseen.		
	The specification would in the said case include:		
20a–01	Boiler of capacity 20–25 t]h radiant type for pulverized lignite with fire chamber adapted for a low melting point of lignite and liquid evacuation of ashes (between 850–1000°C). With a calculated temperature of fire chamber above 1100°C.		
	Tyoe of boiler OKOP 25–C.		
	Technical data of lignite.		
	Lower calorific value 3600 Kcal/kg.		
	Total moisture together with chemical bound not above 30 o]o. maximum grain size = 30 mm.		
	Content of sulphur 4 o]o.		
	Melting point of ashes (850-1000° C).		
	Lignite in raw stuff not sorted (directly from mine).		
	Technical data of boiler.		
	Supercheated steem temperature 380°C.		
	Working pressure = 25 at. g.		
	Pressure on the superheater outlet 24 at. g.		
	Efficiency at 20t]h 81 o]o, i.e. at normal evaporation.		
	Efficiency at 25t]h 80 o]o, i.e. max. constant evaporation.		
	Boiler consists of :		
	Drum Φ 1500 mm.		
	Radiant fire chamber of a special construction for high temperature and liquid ashes evacuation. With milling arrangement, air-heater, and economiser.		
	Anticorrosion arrangements for dosing of dolomit powder on the outlet parties of boilers.		
	Feed water heater for a 3,5 at. outlet steam inlet temperature of water 105°C outlet about 140°C.		
	Burners for lignite:		
	Fuel oil burners (mechanical presure atomising arrangements) of capacity 2000 kg/h. for one boiler.		
	Water level distance indicators.		
	Water level controlling arragement of dillatation type system «Copes»		
	Blowing fan of capacity V=480 m³/min, with an electric motor N= 45 kW.		
	A complete installation for starting and partial firing with oil (A. 10m³ tank included)	3	
20 a-02	Evacuation of ashes :		
	A chain conveyor for evacuating of ashes, working in water, consisting of:		
	A cast iron casing chain conveyor ca st iron channels from boiler into the coneyor. Electric motor 4,8 kW.	3	
	Oil equipment for pulp and partial firing of boilers.		
20 a–03	Oil tank of a volume of 1000 m³ welded from steel sheets with heatting arrangement inside, with all accessories	1	
20 a–04	Oil heater adapted for a steam of 2–3,5 at .for capacity 4.000 kg/h,	1	
20 a–05	A double oil suction filter Φ50	1	
20 a–06	A doulbe filter at the pressure side Φ40	1	
20 a–07	Oil counter for crude oil	3	
20 a–08	Fittings and pipings in the oil pump house and between drying plant and pump house	1	
	Note: A signalling panel is foresseen in the drying plant.		
20 a–09	Oil gear electrically driven of a capacity Q=2200 kg/h for a pressure P=20 at. g. with electric mo- 2,8 kW	3	
20 a–10	Gear oil pump RK 50 of capacity= Q=230 l/min as in pos 20–14	2	
20 a–11	Sucking filters Φ80 as in pos. 20–15	1	
20 a–12	Instruments and signalling panel, as in pos 20–11 and 20–12.	1	
	Induced draught plant and dust catching arrangement.		
20 a–10	Draught fan with electric motor N= 150 kW and total underpressure about 180 mm. water head.	3	
20 a–11	Steel sheet channels between boilers and fans	3	
20 a–12	Steel chimney of a dia. 1800 x 25.000	3	
20 a–13	Dust catching arrangement consisting of multicyclone of several stage system and sections.	3	
20 a–14	Water conditioning plant exactly as in oil fired alternative (See postions 20 – 14 till 20 –40)	1	
20 a–15	Piping and fitting, as above. (See positions 20–41, till 20–45)	1	
20 a–16	Reducing and cooling station, as above (See positions 20–46 till 20–50)	1	
	Mechanical coal supply.		
20 a–17	Slide valves on the outlet of coal tanks, with frames.	3	
20 a–18	Chute sleeves from the slide valves ves to the mills.	3	
20 a–19	Gratings above the coal tanks, dimensions of openings50 x1000mm.	50	
20 a–20	Oblique belt conveyor, double drive from electric motors, with drum type discharging car, working on the horizontal part of conveyor, output of the conveyor is 60t]h,		

1	2	3	4
	length L=100m., gearbox with electric motor n=15kW.	1	
	Note: In case the total humidity of lignite coming from the mine does not exceed 20o)o, this arrangement can be replaced by a vertical bucket conveyor.		
20a -21	Band scale for coal arranged on the horizontal part of conveyor	1	
20a -22	Supporting iron construction for oblique belt conveyor.	1	
20a -22a	Travelling crane of a capacity 60t)h Span L=32 for transloading of lignite, coke and limestone with 2 electric motors of N=15.5 kW and one N=3,3 kW	1	
20a -23	Horizontal shaped rubber belt conveyor with trough, driven by electric motor and gear box, placed alongside the coal store. Output 60 t)h Belt width B=500 and V=1,0 m/sec. L=100m	100m	
20a -23a	Portable belt conveyor with rubber belt to use in case of break down of the travelling crane, output 60t/h, length L=20m. with electric motor N=1,5 kW	2	
	Removal of slag and ashes.		
20a -24	Tip cars of acapacity 0,73 m³	6	
20a -25	Turntables on the track	4	
20a -26	Tracks in the boiler house and beyond it to the slag sump.	500m.	
20a -27	Feed water pump house as in oil fired alternative. (See positions 20.58 and 20.59).	1	
20a -28	Measuring apparatuses, as in oil fired alternative (see positions 20–60	1	
20a -29	Turbinehouse equipment as above (see positions 20–61, 20–62,20–63)	1	
	Refractory materials for boilers.		
20a -30	Refractory bricks	3sets	
20a 31	Thermalit bricks	3 »	
20a -32	Slagwool	3 »	
20a -33	Refractory concrete	3 »	
20a -34	Conttolling arrangement, as in oil fired alternative (See positions 20–51 till 20–54)		
	Notice: In case of lignite fired boiler, the following items of the specifications should be changed:		
	a) to be cancelled— 5.16 Decimal scales 5.20 5 tip waggons 5,21 300 m. of track.		
	b) to be added— 2 weighing belts under silos, for limestone and coke, situated in the yard for lignite, limestone and coke (for transportation and preparation of limestone and coke). The respective change in price will be agreed upon additionally.		
	Note: Steam pressure of boilers is indicative only. If detailed design of the lignite fired boiler plant shows an increase in electric power consumption which makes it desirable to increase steam pressure, then CONTRACTOR is entitled to make the necessary modification of design basis. Such changes will not cause any change in the agreed prices.		

21. SPARE PARTS.

1	2	3	4
1	Lorry weighing bridge capacity 25 t. (1.01)	1	
	Flat cutters and pendulum bearings for the main bearers and cross bears–set–		
2	Railway weighing bridge capacity 50 t. (1.02)	1	
	Set of flat cutters and pendulum bearings for the main bearers and cross bearers.		
3	Beet flushing arrangement for railway (1.03)		
	Water jet head with electric motor.	1	
4	Beets flushing arrangements, for trucks (1.05)		
	Water jet head with electric motor.	1	
5	Beet feeding arrangement into the flume.		
	Set of V belts.	1	
6	Chain of Gall type.	2 m.	
7	Leaves and straw catcher (1.08) Chain wheel.	1	
8	Cogged wheel (little)	1	
9	Driving chain roller type.	3,5 m.	
	Beet conveying pump (2.01).		
10	Rotor	1	
11	Slip rings.	2	
12	Bearings.	2	
13	Driving V belt	1	
	Beet washer (2.04).		
14	Sleeve bearing for the main shaft of washer.	1	
15	Sleeve bearing for the shaft of screw conveyor.	1	
16	Gear box for driving the screw conveyor.	1	
17	Hydraulically operating cylinder for driving of slide valve.	1	
18	Set of driving V belt.	1	
	Centrifugal slicers (2.08) and Vibrating feeder supplying the beets (2.05).		
19	Set of roller bearings.	1	
20	Set of flat springs.	1	
21	Set of bearings for gear box.	1	
22	Set of bearings for hydraulic coupling.	1	

1	2	3	4
23	Gearing for above mentioned gear box.	1	
24	Oilgear pump Pz18	1	
25	Revolution counter	1	
	Beet tail cather (2.11).		
26	Set of sleeve bearings for washer.	1	
27	Set of sleeve bearings for screw conveyor.	1	
28	Spiral springs	4	
	Beet tail washer		
29	Set of sleeve bearings.	1	
	Oblique scrape conveyor (2.13, 4.12).		
30	Driving gearing.	2	
31	Chain wheel.	2	
32	Driving chain of roller type. ι	6	m.
33	Set of sleeve bearings.	1	
	Beet tail shredder (2.15).		
34	Dise saw z = 26	60	
	Belt conveyor for cossets (3.01).		
35	Roller bearing.	6	
36	Supporting rollers with shafts and ball bearings.	5	
	Band scales for cossets (3.02).		
37	Set of flat cutters and pendulum bearings for the main bearers and cross bearers.	1	
	Continuous diffusion D.D.S. (3.03).		
38	Set of spare parts consisting of :	1	
	Steel sheet screening arrangements for juice, sleeve bearing for screw conveyors, bearings for evacuating wheel, bearings and gearing for gear boxes, coal brushes for driving electric motors and parts for controlling valves.		
	Air compressor for governing arrangement (3.05)		
39	Set of spare parts as follows–	1	
	Rings for pistons, sleeve, valves, packings.		
	Centrifugal pump for condensate coming from diffusion (3.06).		
40	Rotor	1	
41	Slip rings.	2	
42	Bearings.	2	
	Pump for afterpress water (3.07) and mudwater (6.15b).		
43	Rotors.	2	
44	Shaft with gland.	1	
45	Bearings.	4	
46	Tighting rings.	4	
	Preheater of after pressingwater (3.08) and juice on inlet into evaporator (7.01) as well as juice going into main defecation (6.03).		
47	Tubes dia. 30]33.	80	
	Centrifugal pumps conveying barometer water (3.10) and for desucrisation offilterpresses (6.13b).		
48	Rotors.	2	
49	Shaft with gland.	1	
50	Bearings.	2	
51	Tighting rings.	4	
	Pumps conveying juice into defecation (3.11) and juice on outlet of defecation (6.35).		
52	Rotor and diffusor.	2	
53	Shaft with gland.	1	
54	Bearings.	2	
55	Tighting rings.	4	
	Pulp catcher (3.12).		
56	Set of of driving V belt.	1	
	Horizontal presses for pulp (4.02).		
57	Set of sleeve bearings for gear box.	1	
58	Set of sleeve bearings for screw conveyor.	1	
59	Thrust bearing.	1	
60	Toothed wheel.	2	
61	Set of copper screens.	1	
	Vertical filter press (4.04).		
62	Tooth gearing.	1	
63	Conical tooth gearing.	1	
64	Set of sleeve bearing for gear box.	1	
65	As above, but for conical gear box.	1	
66	Sliding sleeve for the second gear box.	1	
67	Sliding sleeve for screw conveyor.	1	
68	Thrust bearing.	1	
69	Set of copper screens.	1	
	Pulp rake conveyor over vertical presses (4.03a) and under presses(4.05).		
70	Chain wheel.	2	
71	Toothed gearing.	1	
72	Set of sleeve bearing.	1	
73	Drive chain of roller type.	6	m.
	Band conveyor for pulp on outlet of horizontal filter presses (4.02a) into she drying drum (4.06) and outside of factory (4.08).		
74	Ball bearings.	30	
75	Supporting roller wish shafts.	30	
76	Direction rollers.	6	
77	Plain bearing, set for one conveyer	1	
78	Elastic coupling.	1	
	Vibrating separator for water on presscs outlet (4.11) and for lime milk (5.08).		
79	Wire screens dimensions 1700 x750	5	
80	Set of flat springs.	1	
81	Set of bearings fixed and movable.	2	
82	Rotating arrangement.	1	

1	2	3	4
83	Coupling.	1	
84	Vertical lime kiln (5.1)		
	Spare parts consisting of—	1	
	Sleeve bearings for unloading arrangements, controlling levels, driving shafts, couplings, sight couplings, sight holes, steel ropes, acid proof cast iron parts.		
	Lift for limestone and coke (5.2).		
85	Set of steed rope for lift.	1	
86	Set of toothed gearing for lifting apparatus.	1	
87	Set of spare parts as—coupling levers, brake band, sleeve bearings, limit switches.	1	
	Conveyor for burnt lime (5.3)		
88	Set of sleeve bearing.	1	
89	Conveyor.	2	m.
	Oblique conveyor burnt lime (5.04).		
90	Steel rope dia 11,5	1	
91	Set of toothed gearing for lifting machinery.	1	
92	Set of limiting electric switch over	1	
	Feeder for burnt lime (5.06)		
93	Toothed gearing.	1	
94	Set of sleeve bearings.	1	
	Lime slaking drum (5.07)		
95	Toothed gearing.	1	
96	Set of sleeve bearings.	1	
97	Wire screens—set.	1	
	Screw conveyor for evacuation of impurities of burnt lime (5.08).		
98	Section of screw conveyor.	3	
99	Sleeve bearings.	4	
	Milk lime tank with mixer (5.09)		
100	Conical gearing,	1	
101	Set of sleeve bearings.	1	
	Centrifugal pump for lime milk (5.11).		
102	Rotors.	2	
103	Shaft with gland.	1	
104	Bearings.	2	
105	Tighting rings.	4	
	Washer for saturation gas (CO2) (5.12)		
106	Sight hole glasses.	5	
	Piston pumps for saturation gas (5.15)		
107	Sets of piston rings.	2	
108	Set of ball bearings and bearing sleeves.	1	
109	Set of valves and springs for them	1	
110	Plain bearings, set of V-belts.	1	
	Preliming tank (6.01).		
111	Sleeve bearings	6	
112	Conical toothed gearing	1	
113	Drive chain of roller type	4m.	
	Centrifugal pumps conveying juice into the main defecaton (6.02) and water into the press filter filter Szarejko (6.12b).		
114	Impeller and diffusor.	2	
115	Ball bearings.	2	
116	Tighting rings.	4	
117	Nut of closed type	2	
	Milk lime doser «Goodwood» (6.04).		
118	Set of cutters and pendulum bearings.	1	
119	Set of sleeve bearings and glands.	1	
120	Set of toothed gearing.	1	
	Main defecation (6.05).		
121	Set of ball bearings.	1	
122	Propeller.	1	
	First saturation (6.06).		
123	Sight hole glasses.	10	
124	Packing rings (various).	10	
	Centrifugal pumps for juice on the outlet of I saration (6.07) and inlet into the II saturation (6.17b), as well as for pumps conveyng juice into the filter presses (6.20b) and evaporators (6.39)		
125	Impellers and diffusors.	2	
126	Shafts and glands.	2	
127	Nuts of closed type.	2	
128	Bearings.	4	
129	Tighting ring.	4	
	Heaters 150 m² on outlet of first saturation (6.08) and on inlet to second saturation (6.18b).		
130	Steel tubes Φ 30/33	80	
	Filter presses of Szarejko for juice on outlet of first saturation(6.09 b) and outlet from second saturation (6.21b)		
131	Nozzles on juice outlet	30	
132	Rubber packing rings for nozzles	90	
133	Sight hole glasses.	140	
134	Rubber packing rings for glasses.	140	
135	Glass tubes for control of juice level.	4	
136	Set of frame.	6	
	Centrifugal pump for flushing water into the Szarejko filter presses (6.11b)		
137	Set of ball bearings.	1	
138	Tighting ring.	5	
139	Sleeve bearings	7	
140	Ball bearing.	1	
141	Rubber tighting rings.	2	

1	2	3	4
	Filters with hydromechanical removal of filtered residues, Szarejko type (6.16b, 6.37b and 7,5)		
142	Nozzles on the outlet of juice.	36	
143	Section of rubber hose Φ 100	3	
144	Glass tubes for controlling of juice level.	40	
145	Set of filtering frame.	5	
	Pump for defacation mud.		
146	Impellers.	2	
147	Shaft with gland.	1	
148	Ball bearings.	2	
149	Tighting rings.	4	
	Sulphitation of thin juice (6.34), and barometric water for diffusion.		
150	Sight hole glasses.	10	
151	Various tighting materials.	20	
	Rotary furnace for burning sulphur (6.41).		
152	Sight hole glasses with packing rings.	4	
153	Sleeves for bearings.	1	
	Air compressor for burning of sulphur (6.43)		
154	Set of spare parts as follows– Piston springs, springs for valves, valves sleeves for bearings.	1	
	Evaporator (7.02).		
155	Sight hole glasses with tighting materials.	20	
156	Glass tubes for level control of juice, with packing rings.	20	
157	Various packing rings.	30	
158	Steel tubes dia. 30]33.	250	
	Centrifugal tubes for thick juice (7.03, 7.06).		
159	Impeller	1	
160	Shaft with gland.	1	
161	Nut of closed type.	1	
162	Ball bearings.	2	
163	Packing rings.	2	
	Condensate tanks for evaporators (7.08).		
164	Sight hole glasses with packing rings.	10	
	Centrifugal pumps for condensate (7.09, 7.10).		
165	Impellers and diffusors.	2	
166	Shafts with glands.	2	
167	Bearings.	4	
168	Tighting rings.	4	
169	Nut of closed type.	2	
	Centrifugal pumps for barometric water (7.16) and for water coming from decantator (14.5).		
170	Impellers.	3	
171	Shafts with glands.	3	
172	Bearings.	6	
173	Rubber tighting rings.	6	
	Vacuum pumps (8.01)		
174	Set of piston rings.	1	
175	Set of ball bearings and bearing sleeves	1	
176	Set of valves springs for them	1	
	Vacum pans for I, II, III massecuite (8.03, 8.07, 8.11).		
177	Sight hole glasses.	20	
178	Various packing materials	20	
179	Escape valve (but without cast iron casing).	1	
180	Steel tubes dia 105 for heating chamber.	30	
	Mixers for I and II massecuite (8.04 snd 8.08)		
181	Ball bearing for drive.	1	
182	Sleeves for bearings for screw conveyor	1	
	Distributors of massecuite (8.05 and 8.09).		
183	Ball bearing (one ring).	6	
184	Thrust ball bearings.	4	
185	Sleeves for bearings.	10	
	Conical centrifugals for I, II and affination massecuites (8.06 and 8.10).		
186	Set of spare parts consisting of : Wire screen, steelsheet screen, ball bearings, brake lever, brake band governing cylinder, pneumatic switchover, electrical switchover, with time limiting arrangements.	1	
	Mixers «Werkspoor» type for III massecuite (8.13).		
187	Set of ball bearings for drive.	1	
188	Set ol sleeves for bearings for shaft.	1	
189	Various packing materials.	1	
190	Steel tubes of diameter 30]33.	20	
191	Impeller for pump of 20m³/h. capacity	1	
192	Tighting rings.	2	
	High speed centrifugals for III massecuits (8.14).		
193	Set of spare parts consisting of : Wire screen, steel sheet screens, bearings with glands, brake lever, brake band, pneumatic governing cylinder, pneumatic switchover as well as electric switchover with time limiting arrangements.	1	
194	Rotating shaft of centrifugal with nuts.	1	
	Air compressor for pneumatic control arrangements for centrifugals (8.14b).		
195	Set of spare consisting of : Piston springs, spring for valves, valves, sleeves for bearings and packing rings.	1	

1	2	3	4
	Hydraulic arrangements for closing the vacuum pans (8.23).		
196	Contact manometer p. max. 25 at. g.	1	
197	Controlling panel.	1	
198	Transformers 200 X 6 V.	2	
199	Signalling lamps 6 V X 3W.	20	
200	Oil gear pump.	1	
	Vibrating conveyor for sugar (8.24).		
201	Ball bearings roller type self–si t uating.	5	
202	Set of drive belt V type.	1	
203	Wood springs.	50	
	Bucket elevator for sugar (8.26).		
204	Sleeves for bearings.	1	
205	Ball bearings.	3	
206	Set of drive belt V type.	1	
207	Chain with buckets.	5 m.	
	Sugar drying arrangement (8.27, up to 8.32).		
208	Set of bearings plain and ball type for drying drum.	1	
209	As above, but for cooling drum.	1	
210	Impeller for cooling water pump.	1	
211	Set of bearings for three fans.	1	
212	Set of bearings for second circulating water pump.	1	
213	Screens for sugar separator.	4	
214	Set of flat steel springs for vibrating segregator.	1	
215	Set of bearings.	1	
216	Rotating arrangement with crankshaft.	1	
217	Coupling.	1	
	Scales for sugar (8.33).		
218	Set of various spare parts.	1	
	Scale conveyor carrying sugar to the scales (8.34)		
219	Bearings.	5	
220	Section of chain for conveyor.	2 m.	
	Sewing machine for bags (8.35).		
221	Set of various spare parts.	1	
	Rubber band conveyor for bags. (8.36-13.1).		
222	Ball bearings.	20	
223	Supporting roller.	10	
224	Direction rollers.	4	
225	Sleeves for bearings.	5	
226	Coupling.	1	
	Pumps for I, II, III massecuit (9.01, 9.02, 9.03).		
227	Set impeller with shaft	2	
228	Toothed gearing.	2	
229	Set of bearing for a pump.	1	
230	Set of packing materials.	1	
	Screw conveyor under the centrifugals for yellow sugar (9.08).		
231	Section of screw conveyor band.	3	
232	Sleeves for bearings.	5	
	Sugar remelter (9.09).		
233	Sleeves for bearings.	3	
	Mixer (9.10).		
234	Sleeves for bearings.	3	
	Fan exhausting vapours from centrifugals.		
235	Set of bearings.	1	
	Centrifugal pumps for molasses (9.15, 9.16, 9.17, 9.18).		
236	Impellers.	3	
237	Shafts with glands.	2	
238	Ball bearings.	6	
239	Nuts of closed type.	2	
240	Packing rings.	6	
	Centrifugal pumps for masecuits and molasses (9.19, 9.20 and 12.13).		
241	Set of shaft with impeller.	2	
242	Toothed gearing.	2	
243	Set of bearings.	1	
244	Set of various tighting materials.	1	
	Horizontal screw conveyor dozing pulp into the drum (10.1).		
245	Section of screw conveyor band.	2	
246	Set of sleeves for bearings.	2	
247	Set of drive belt V type.	1	
	Drying drum for pulps (10.4).		
248	Set of sleeves for bearings.	1	
249	Set of plain bearings.	1	
250	Set of toothed gearing.	1	
	Bucked elevator for dry pulp.		
251	Sleeves for bearings.	4	
252	Elevator chain with buckets.	3 m.	
	Slide valve (10.6a).		
253	Set of drive rubber V belt.	1	
	Blowing fan for pneumatic transport of dry pulp (10.6b).		
254	Set of bearings.	1	
	Drying drum exhaust fan (10.7).		
255	Set of bearings.	1	
256	Set of drive rubber V belt.	1	
	Fire chamber for pulp drying plant.		
257	Set of spare parts for oil burners	1	
258	Set of spare parts for oil pipings	1	
259	Set of exchange instruments for measuring and signalling arrangements.	1	
	Conveyor for bags (13.2).		
260	Ball bearings.	4	
261	Sleeves for bearings.	6	

1	2	3	4
262	Section of chain with carying plates.	6m.	
263	Chain wheels.	4	
264	Set of drive chain roller type	6	
	Portable slate stacker for sacks with sugar (13.3).		
265	Toothed gearing—set.	1	
266	Ball bearings.	4	
267	Chain wheels.	2	
268	Section of stackers 6m. long.	6m.	
269	Sleeves for bearings.	4	
	Pumps for water feeding from river (14.1)		
270	Rotors.	2	
271	Shaft with glands.	1	
272	Bearings.	4	
273	Tighting rings.	6	
	Centrifugal pump for river water for intermediate campaign period.		
274	Rotor	1	
275	Bearings.	2	
276	Tighting rings.	2	
	Deep working centrifugal pump (14.4a).		
277	Set of rotors and diffusors.	1	
278	Shaft with bearings.	1	
279	Set of various packing and tighting materials	1	
	Apparatuses for measuring and supervision of Technological processing (16.1, 16.2, 16.3, 16.4, 16.5, 16.6).		
280	Set of exchange apparatuses as : thermometers, manometers, vacuumeters, pittmeters, quitometers, bricksometers, analyser of CO2, flow meter, level meter.	1	
281	Set of apparatuses as above, but but with recorders.	1	
	Apparatuses for controlling of processing (17.1, 17.2, 17.3).		
282	Set of spare parts for controlling arrangements of – pressure, temperature, pH, flowmeter and other types.		
	Measuring apparatuses bound with normally delivered apparatuses for technological processes.		
283	Item–mercury thermomers without casing.	50	
284	Common type manometers.	20	
285	Common type vacuumeters.	10	
	Tighting and packing materials.		
286	Asbest–graphet rope.	100Kg.	
287	Rubber rope, round section.	25 Kg.	
288	Rubber rope trapez section.	100 Kg.	
289	Rubber rope rectangular section	50 Kg.	
290	Felt plate.	50 Kg.	
	Special materials		
291	Phosphor bronze in bars for various sleeves and glands.	300kg	
292	Babbit for bearings.	50 kg	
	Supplementary fittings.		
293	Slide valves of various diameters.	10	
294	Valves of various diameters.	10	
295	Cocks of various diameters.	50	
	B. Spare parts for Power Plant oil fired.		
	Spare parts for boiler OKO 25 consisting of:		
296	Fittings for superheated steam on the outlet of superheater.	1set	
297	Control valve for feedwater.	1	
298	Non return valve on the feedwater piping.	1	
299	Set of distance indicator of water level.	1	
300	Set of ordinary water level indicator.	4	
301	Exchange glasses for water level indicator.	20	
302	Set of mudwater evacuation valves for one boiler and dewatering valves consisting of 20 valves.	1	
303	Set of mercury thermometers mounted directly on the boiler (inlet and outlet of economiser air preheater and outlet of superheater.	1	
304	Super heater coil Φ 32 X 3,5	15	
305	Air preheater tubes Φ48 X 2 a set consisting of 500 m. of tube.	1	
306	Economiser coil Φ32 X 3	15	
307	Spare parts for blowing fan.	1	
308	Spare parts for oil burners consisting of nozzles high pressure parts of burner but without casing.	2sets	
309	Oilgear pump with electric motor.	1	
310	Tubes for oilheater, a total length of 30m.	1	
311	Cut-off fittings consisting of 6 various valves.	1	
312	Exchange lamps for «no flame» signalling arrangement.	4	
313	Cut–off fittings for tank consisting of 10 various diameters.	1 set.	
314	Exchange parts for transloading gear oil pump RK50.	1 set	
	Spare parts for water conditionning plant, consisting of:		
315	Fittings various diameters 40 items.	1 set	
316	Mercury thermometer.	1 set	
317	Exchange nozzles for gravel filters.	100	

1	2	3	4
318	Supplementary flanges, various dia.	20	
319	Tighting and packing materials for water conditionning plant.	1 set	
320	Ion exchanger gravel.	500	kg.
	Piping and fittings.		
321	Exchange valves for high pressure. dia 150–250.	3	
322	Supplementary flanges of dia :		
	150–250	10	
	20–65	50	
	Steam reducing desuperheating plant.		
323	Injection nozzles for desuperheater.	20	
324	An injection arrangement of a total capacity for desupercheater ready for erection	1	
	Spare parts for controlling arrangements consisting of:		
325	Cylindrical membrans for pressure controllers (reducing valve and deaeretor).	4	
326	Porcelain casing for temperature controller.	2	
327	A complet sixway switchhover cock.	1	
328	Cut-off valves Φ 13 for oil and impulse piping.	5	
329	Auxiliary copper and iron pipes Φ 9]11 and 11]13.	25	m.
330	A complete set of gear for oil pump.	1	
	Spare parts for induced draught plant.		
331	Complete shaft with rotor.	1	
332	Bearing for draught fan.	12	
333	Rubber connections for coupling.	16	
334	Electric motor.	1	
	Spare parts for feeding water pumphouse consisting of:		
335	First stage rotor.	4	
336	Second stage rotor.	8	
337	Rubber tighting between the stages for pumps.	2 sets	
338	Rubber fillings for coupling.	2sets	
339	Spare parts for a TNO II turbine.	1	
	Measuring instruments spare parts.		
340	Float type flowmeter type WLM indicating and adding, range 0–40 t]h.	1	
341	Manovacuumeter indicating type MWPI range –10...0...16 mm. water head.	1	
342	Manovacuumeter, as above, range –100...0 mm.	1	
343	Magnetoelectric apparatus range 0–600° C for measuring of steam temperature range 0–600°C	1	
	Turbine house equipment.		
	Spare parts for turbine consisting of:		
344	Thrust bearing.	2sets.	
345	Screw wheel gear for oil pump.	2	
346	Main bearings.	4	
347	Glands on the high pressure side.	2	
348	Glands on the low pressure side.	2	
349	Set of tubes for oilcooler	2	
350	Springs for speed governor.	2	
351	Oil pump.	2	
	Spare parts for generator:		
352	Brush holder for generator.	4	
353	Brush holder for exciter.	8	
354	Brush for exciter.	20	
355	Brush for generator.	12	
	Spare parts for refractory material.		
356	Refractory shaped bricks for firechamber.		
	Set consisting of the most needed refractory parts of the firechamber	1	
	Spare parts for electrical equipment.		
357	Set appr.	3,45t	
358	Various spare electrical motors, pieces.	12	
	Note: In case that, according to Article 3, para. 4 of the Agreement lignite fired boilers will be chosen, an additional supply of spare parts, of a value of $ 10.000.—, should be foreseen.—		

22. SPECIFICATION OF BASIC ERECTION MATERIALS FOR THE BEET SUGAR FACTORY IN SERRAI AREA.

1	Electrodes Φ2,5;3,25;4;6	t.	8,0	In qualities required on the spot.
2	Wire for gas welding Φ 3, 4, 5, 6 mm. delivered in coils.	t.	5,0	Delivered with certificate of quality.
	Various bars (with certificate) for welding cast–iron, copper, bronze and aluminium.	t.	0,20	According to the requirements on the spot.
4	Various welding flux for cast–iron, copper, bronze, aluminium	t.	0,03	»
5	Hard brazing 33o)o	t.	0,10	»
6	Annealed wire Φ1,5–6mm.	t.	8,00	»
7	Hexagonal screws with nuts–different sizes.	t.	1,50	»
8	Galvanised iron sheets 1 mm.	t.	1,50	»

1	2	3	4
9	Klingerit in sheets 2, 3,4 mm t.	0,30	»
10	Card–board 4 and 5mm. t.	0,20	»
11	Fuller–board 2mm t.	0,05	»
12	Rubber sheets for tighting–2,4,6,8mm thickness t.	0,20	»
13	Graphite t.	0,20	
14	Graphite in powder–form t.	0,025	»
15	Airtight–paste t.	0,025	
16	Grinding and polishing paste t.	0,005	
17	Dry minium t.	4.00	
18	Slag wool, appr. 30 m3t.	9,00	
19	Insulating rope in slag wool, appr. 40 m³. t.	16,00	
20	Slag wool mats–appr. 70 m³. t.	15,4	
21	Glass wool in mats–appr. t.	45.0	
22	Glass wool – appr. 200 m3 t.	18,0	
23	Dry asbestos in bulk–appr. 2,0 m³ t.	1,16	
24	Dry asbestos in sheets – appr. 1,0 m³. t.	0,50	
25	Asbestos ropes t.	2,00	
26	Wire net for insulation (ungalvanized)– appr 12.000 m³ t.	9,00	
27	Bag tissue – appr. 12.000 m³ t.	3,2	
28	Thermal belt «Denso»–appr. 15.000m. t.	3,4	
29	Dry silicate earth. t.	10,0	
30	Insulating silicate material. t.	40,0	

Remarks —

1) The above mentioned quantities are given as indicative.
The specified erection msterials will be delivered according to the requirements on the spot.

2) The first filling of gears, motors machines and other equipment is included in the price of the equipment.

APPENDIX B

SPECIFICATIONS FOR RAW MATERIALS AND UTILITIES

1. Sugar beets.

Sugar beets will be supplied from the surrounding area, partly by trucks and partly by railway.

Reception equipment for beets for each of these two means of transportation shall be designed so that up to 100o]o of the total sugar beet quantities may be delivered by trucks and up to 50o]o of the total sugar beet quantities may be delivered by railway, taking into consideration that beets will be delivered during 12–16 hours a day for 6 days a week.

Properties of beets may vary within wide limits. The guarantees given in this agreement are based on following specifications for sugar beets :

Maximum content of earth : 20o]o on delivered beets
Maximum average content of sugar for any period of 24 hours : 17o]o on clean beets (measured in cossettes)

Properties of beets must correspond to what is defined in the sugar industry as healthy beets, for instance defined by beets having a marc content of not less than 4, 5 wto]o, and an invert sugar content of not more than 0,5o]o on dry substance in pressed juice of the cossettes, and by cossettes from the beets with a Silinnumber of at least 16, whereas precentage of particles below 1 cm shall not exceed 6o]o on the sample.

The guarantees in first section of article 25 paragraph 4a of this agreement are given under the assumption that the content of ash (determined by conductivity) in pressed juice from cossettes does not exceed 2,5o]o on sugar (determined by polarization).

2. Fuel oil.

Fuel oil will be delivered in tank cars on the normal gauge railway,.

Quality will correspond to normal heavy fuel of Bunker C type produced from Middle East crudes.

Guaratees for boiler plant are based on following specifications for fuel oil :

Net calorific value : Minimum 9800 kcal]kg
Sulphur content : Maximum 3o]o
Viscosity at 136°C : 2°E.

3. Limestone.

Limestone will be deliverd from local quarries and be transported to the plant in trucks.

Limestone with following specifications has to be delivered :

Particle size	:	120 – 150 mm
CO_2	:	Minimum 42o]o
CaO	:	Minimum 54o]o
MgO	:	Maximum 3o]o
SiO_2	:	Maximum 0,75o]o
R_2O_3	:	Maximium 0,50o]o

Specific gravity: 2,2 – 2,5

4. Coke

Coke will be delivered to the plant in normal gauge railway waggons.

Coke with following specifications has to be delivered :

Type : Hard blast furnace coke (German designation : Huttenkoks), washed and of regular size.

Ignition temperature (without dark spots)	:	Min. 750°
Water content	:	5 – 10o]o
Ash content	:	Max. 10o]o
Particle size	:	40 – 60 mm
Net calorific value	:	Min. 6500 kcal]kg
Sulphur content	:	Max. 1o]o

5. Miscellaneous chemicals.

Formaldehyde
Sodium carbonate
Sodium triphosphate
Hydrochloric acid
Activ carbons

Ultramarine
Filter aid

Specifications of above chemicals will be given by CONTRACTOR not later than 8 months after validity of this agreement.

6. Bags for sugar and dried pulp.

Foreseen are sown 50 kg paper bags. If change to other types of bags, such as valve bags, are desired, then this will have to be decided by PURCHASER within 3 months from validity of this agreement.

7. Electric power.

Electric power will be supplied at 15 kV ± 10o)o, 50 cycles per second, and at a rate of at least 500 kVA.

8. Fresh water.

Fresh water will be delivered from the river Strymon, if needed sup plemented by water from other sources. Minimum discharge of water of the Strymon river is as follows :

June	48 m^3)	sec
July	14 m^3)	sec
August	7 m^3)	sec
September	8 m^3)	sec
October	36 m^3)	sec
November	39 m^3)	sec

Maximum temperature of water (June to November) : 25° C

Minimum temperature of water (June to November): 8° C.

Following analysis for water is used by design of the plant :

Sediment at 110° C	:	0,3 g)l
SiO_2	:	20 mg)l
R_2O_3	:	10 mg)l
Ca	:	100 mg)l
Mg	:	10 mg)l
NaCl	:	20 mg)l
SO_4	:	20 mg)l
pH	:	7,5

Suspended matter : Max. 1,5 g)l

Water for boiler feed water preparation installation:
Requirement 50 m^3)h
Hardness of water : max, 20° (German degree)
Fe : Max 1,5 mg)l
SiO_2 : Max 10 mg)l

Among materials and equipment which CONTRACTOR is obliged to deliver to fully furnish the plant is included the necessary equipment in order to ensure water supply to the plant. The extent of delivery of above equipment for water supply is based on assumption that suitable water is available in a distance of not more than 100 m from the main building of the plant.

APPENDIX C

SPECIFICATIONS FOR FINISHED PRODUCTS AND WASTE PRODUCTS

1. White sugar.

White sugar will be delivered in bags to railway waggons or to trucks either directly from the bagging machines or from the bag storage.

Minimum polarization : 99, 5 o)o
Maximum water content: 0,05 o)o

Colour	: Max 0,5° Stammer when using SO_2 on thin juice (measured in Stammer apparatus)
Insoluble matter	: None
Particle size	: Not below about 0,5 mm, not above 1,0 mm.

2. Molasses.

Molasses will be delivered from molasses storage tanks to special railway tank waggons.

True molasses quotient : Max 62
Brix : 83

These specifications assume that content of raffinose is deducted.

3. Dried pulp.

Dried pulp will be delivered in bags or in bulk to railway waggons or to trucks.

Dry matter : 90 o)o

4. Wet pulp.

Wet pulp will be delivered either directly from conveyor band into trucks or waggons or by hand from intermediate storage bassin.

Water content : Maximum 91 o)o
Temperature : About 30—40°C

5. Waste water.

Waste water in a quantity of about 800 m^3)hr will be pumped into an open canal leading to the settling lagoons.

6. Filter cakes.

Filter cakes consisting of precipitated calcium carbonate with enclosed impurities will be suspended in water and pumped into the canal carrying waste water.

7. Stones.

Stones and alike will be removed from stone catchers by hand and loaded into trucks or carts.

8. Ash.

Residue from lime slaking will be loaded by hand into trucks or carts.

APPENDIX D

Climatic and other local conditions.

The following information on 1) Air temperature 2) Precipitation, 3) Humidity, 4) Barometric pressure, 5) Wind, derives from the Metereological station in Serrae and the observations cover the period from 1932 – 1939.

1. Air temperature.

a. Monthly average remperature in ° C.

January	4,5
February	5,8
March	10,1
April	15,3
May	20,1
June	24,8
July	27,7
August	26,8
September	22,7
October	17,7
November	11,2
December	6,4

b. Absolute maximum temperature in ° C.

January	18,0
February	23,2
March	25,5
April	32,2
May	34,2
June	39,2
July	42,4
August	40,2
September	37,8
October	36,8
November	25,2
December	21,9

c. Absolute minimum temperature in ° C.

January	– 15,6
February	– 14,3
March	– 5,0
April	– 1,0
May	2,6
June	9,2
July	12,2
August	8,4
September	3,8
October	– 1,6
November	– 5,2
December	– 9,8

2. Precipitation.

a. Monthly average rainfall in mm.

January	62,1
February	34,9
March	43,5
April	37,0
May	41,8
June	62,7
July	34,0
August	17,0
September	19,2
October	66,1
November	56,6
December	76,6

b. Absolute maximum in 24 hours, in mm.

January	49,6
February	26,0
March	27,1
April	25,8
May	32,2
June	95,3
July	38,0
August	22,2
September	19,5
October	55,2
November	39,5
December	20,7

c. Absolute minimum in one month in mm.

January	12,8
February	3,4
March	13,7
April	13,7
May	12,1
June	1,9
July	1,3
August	6,2
September	2,4
October	18,2
November	14,5
December	10,3

d. Days of snow,.

January	3,0
February	3,1
March	0,9

Maximum snow load for civil engineering design 50 kg]m2

3. Humidity.

Monthly average relative humidity in o]o

January	76
February	67
March	65
April	63
May	62
June	56
July	53
August	53
September	60
October	69
November	76
December	79

4. Barometric pressure.

Monthly average barometric pressure in mm. Hg at sea level.

January	763,7
February	761,9
March	761,6
April	759,8
May	759,8
June	759,8
July	758,9
August	758,9
September	761,8
October	762,2
November	764,8
December	762,5

5. Wind.

Direction of wind	Frequency in %
North	10,7
North – East	16,9
East	14,8
South – East	13,4
South	5,6
South – West	9,2
West	8,6
North – West	13,0
Calm	7,8

6. Soil conditions.

By establishment of general concepts for civil engineering it has been assumed that soil conditions will allow a load of not less that 0,7 kg/cm² for buildings and foundation, i. e. that no filling will be needed.

7. Seismic conditions.

By establishment of general concepts for civil engineering it is assumed that precautions against earthquake have to be taken as specified in «Request for Bids» for the Larissa region.

APPENDIX E.

Codes and Standards

The following codes and standards are to be used throughout the plant.

In case discrepancies exist between codes and standards given in this appendix and the specifications given in appendix A, then codes and standards given here have to be applied.

A. Codes.

Refer to official codes, issued by competent authorities, either Greek or foreign, to which it will be ne-

cessary to conform in order to obtain approval from authorities, insurance companies etc.

Mechanical design.

1. Codes for steam boilers : Werkstoff-und Bauvorschriften fur Dampfkessel (latest edition).
2. Codes for unfired pressure vessels : German ADN standard.
3. Codes for gasholders : Rules of DVGW.
4. Codes for oil storage tanks : API codes.
5. Codes for hoists : DIN 120.
6. Codes for sampling and mechanical testing of materials of construction : Pipes – DIN 17175 ; plates– DIN 1621, 1622 and 1623 ; profile bars – DIN 1612.
7. Codes for inspection, testing and approval of equipment in workshops, especially for pressure vessels: as for item 1 above plus DIN–50120, 50121 and 50122 (1944 and 1945).
8. Codes for welding : German DNA standards.
9. Codes for approval of X–ray or cobalt inspection of welding seams and approval of same : DIN 54110/111.
10. Codes for annealing of welded construction : DIN 1910, 1911, 1912, 1913, 1914 and 17014.
11. Rules for acceptance of certified welders : DIN 2471 and DIN 8560.

Electrical design.

12. Codes for electric motors : PN.
13. Codes for transformers : PN.
14. Codes for electric cables : PN.
15. Codes for motor switch gears: PN
16. Codes for grounding of electric equipment: VDE and Greek regulations of internal electric installations, ministerial decisions and approvals, official gazette 11.4.55 No 59 (Chapter III).
17. Codes for lightning protections: PN
18. Codes for lighting installations: PN and Greek regulations.

REMARKS: The initials «PN» mean the respective Polish standards. Contractor must prove that these standards correspond to the international C. I.E. codes.

The respective Polish standards translated into English will be handed over to the PURCHASER 6 months from the validity of the agreement.

Civil engineering design.

19. Codes for steel structures: DIN norms.
20. Codes for concrete structures: Regulations of study and erection of concrete structures (see T.E.K. by D. Nicolettis 1950, p. 159).
21. Codes for foundations: DIN 1054 and 4021
22. Codes for buildings: Regulations of weights and loads of buildings, in royal decree 10.12.1945 (see T.E.K. by D. Nicolettis, p. 45, 1950).
23. Codes for sewers and drains: Regulations of hydraulic installations in royal decree 13.5.1936 (Government's Gazette issue 270]23.6.1936, see T.E.K. by D. Nicolettis, 1950 p. 79).

B. Standards:

Refer to dimensions and composition of materials and to design principles. Application of same standards throughout the plant is required to obtain uniformity.

1. Standards for steel pipes: DIN 2410 with exclusion of some pressure rating.
2. Standards for cast iron piping: to be decided.
3. Standards for flanges: DIN 2630, 2631, 2632, 2634, 2635, 2636 and 2637.
4. Standards for gaskets: to be decided.
5. Standards for threads: Pipe threads – DIN 11 and DIN 259, other threads – DIN 13 and DIN 14.
6. Standards for bolts and nuts: DIN 76, 78, 267, 475, 2509 and 2510.
7. Standards for steel and alloy materials: DIN 17006.
8. Standards for pressure rating: Only following pressure rating according to DIN 2410 will be used: ND 2,5, ND 10, ND 25, and ND 40.
9. Calculation of pressure ratings: Pressure rating for a piping system depends upon maximum operating pressure, medium and maximum operating temperature. For a given pressure the pressure rating will normally be increased for obnoxious or inflammable media and for higher temperatures.

Pressure ratings to be used are calculated as follows for steel pipes: Maximum operating pressure in kg]cm² is multiplied by a factor depending on the medium as listed below and the result hereof is multiplied by a factor depending on the maximum operating temperature. Next higher pressure rating of the above listed is then chosen for the pipe system.

a) Factors for the medium:

Medium	Factor
Air	1.0
Carbon dioxide	1.6
Saturated steam	1.0
Superheated steam	1.0
Water	1.0
Condensate	1.6
Aquous solutions with more than 5o]o NaOH	1.6
Aquous solutions with less than 5o]o NaOH	1.0
Sulphuric acid	2.5
Fuel oil	1.6

b) Factors for the temperature:

Factors according to DIN standards to be used.

10. Sizing of piping: By indication of maximum allowable velocity for various media as follows:

Medium	Velocity (m]sec)
Liquids	5
Gases	40
Superheated steam	55
Saturated steam	45

11. Type of flanges: Flat face slip–on until ND 10, raised face welding neck above ND 10.
12. Type of packing: To be decided, depending upon pressure, temperature and medium.
13. Threads: Threads connections normally not allowed on pipes larger than 40 mm diameter or for pressure ratings above ND 25.
14. Valves: Type of valves (gate valves, globe valves, plug valves etc) for various services to be decided. Valve dimensions, especially flange to flange distance according to DIN standards.
15. Automatic control valves: Installations are normally with by–pass, strainer, spacers during testing etc.
16. Orifice flanges: «RINGKAMMER» according to VDI–Durchfluss–Messregeln–DIN 1952.
17. Pumps: Agreement on unification of types will be made later.
18. Installation of pumps: Foundation of bed plate, strainers to be installed during initial operation,

flexible couplings, draining of bed plate to sewer system according to rules to be decided.

19. Motor starters: Normally push button at motor and am-meter for all motors above 5 kW, lock of starter.

20. Relief valves: Preferred is high lifting design with enclosed spring. Accessible from permament platforms, staircase or ladders. Exhaust to be at least 1 m above surroundings. Drain on exhaust pipe.

21. Staircases and ladders: Standard type to be used allthrough. Distance between steps, width and guard to be decided.

22. Platforms and railings: According to «Unfallverhuttungs-vorschriften». Design load of 300 kg]m' Pipe railings to be used.

23. Insulation: Material, thickness and protection to be used for different temperatures and pipe sizes to be decided.

24. Corrosion allowances: to be decided.

25. Lighting: Minimum lux at various locations, type of armature and emergency lighting, according to VDE when applicable.

26. Power cables: Mounting and markings to be decided.

27. Fire protection: Sprinklers, hydrants, portable fire-extinguishers, fire alarms etc., should correspond to material used by the fire brigade in the town of Serrae. Fire protection to be made in such a way that the two fire brigades can work together.

28. Symbols: Symbols, terms and abbreviations for valves, instruments, flanges etc., accordindg to DIN.

29. Personnel safety: Fly wheel protection, escape doors, ladders, first-aid boxes, stretchers etc,. according to «Unfallverhuttungsvorschriften».

Whenever the expression «to be decided» is used, it means that Contractor will submit a proposal to PURCHASER for approval.

APPENDIX F

Part 1

REGULATIONS PERTAINING TO THE PROCEDURE FOR THE APPROVAL AND FOR INCURRING EXPENSES IN DRACHMAE AS WELL AS FOR BIDDING.

PROCEDURE

Article 1.

1. Any expense incurred in drachmae related to the erection of the sugar plant and its start-up, pertaining to the supply or hiring of machinery, tools or materials, or the execution of any work in general;

a. For expenditure up to the amount of drachmae 2.000 in each case, by direct supply from or assignment to suppliers or subcontractors, according to CONTRACTOR's choice, without obtaining offers whatsoever.

b. For expenditure of drachmae 2.001 to drachmae 5.000 incl. in each case, by obtaining written but open bids, without issuing a tender.

c. For expenditure of drachmae 5.001 to drachmae 25.000 incl. by a provisional bidding with sealed bids through the care of a three member Committee appointed by a decision of CONTRACTOR, which must be communicated at the opening of bids to PURCHASER, a representative of whom should be present, without issuing a tender but on the basis of a bid form including description of the item requested, and

d. For expenditure of drachmae 25.001 and higher by regular bidding with sealed bids according to the special procedure established hereinbelow:

2. The procedure defined in paragraph 1 hereabove has no appliance if and when PURCHASER at CONTRACTOR's suggestion determines for urgent or special cases the way of effecting the expenditure.

Article 2.

1. PURCHASER authorizes CONTRACTOR by the present to effect the expenditures classified in the above subparagraphs a and b without any previous special approval being required for each concrete case, provided that the total of the monthly expenditures of each of the above categories does not exceed drachmae twenty thousand (20.000) for category a. and drachmae forty thousand (40.000) for b.

On all other expenditures included in the above article 1, CONTRACTOR should apply for previous approval by PURCHASER.

2. CONTRACTOR shall supply PURCHASER at the end of each month with a monthly report on all expenditures effected without the approval of PURCHASER exceeding drachmae 2.001.

Article 3.

1. Every regular bidding is preceded by an issue of tenders accompanied by General Conditions and Special Provisions or Draft Contract between CONTRACTOR and subcontractors and bid form.

The General Conditions shall be prepared by CONTRACTOR as draft to be agreed upon jointly between PURCHASER and CONTRACTOR and are to be approved by PURCHASER within eight days from the date of submittal : should PURCHASER fail to reply within this time, the General Conditions thus submitted shall be considered as being approved.

Especialy in the case of General Conditions pertaining to the execution of the civil engineering works, these will be established by mutual agreement between PURCHASER and CONTRACTOR three months after the validity of the agreement to which this appendix is attached.

The Special Provisions or the Draft Contract are prepared by CONTRACTOR and agreed jointly between the PURCHASER and CONTRACTOR, the relevant approval being granted by PURCHASER five (5) days from the date of submittal. Should PURCHASER fail to reply within this time, the Special Provisions and the Draft Contract thus submitted are considered as being approved.

2. In case of a disagreement arising between PURCHASER and CONTRACTOR in connection with the formulation of the General Conditions, Special Provision or the Draft Contract between CONTRACTOR and subcontractors, CONTRACTOR will be invited to attend a special meeting with PURCHASER to settle such disagreement; in case CONTRACTOR insists on his disagreement, PURCHASER will communicate in writing his objections to CONTRACTOR who, taking knowledge of them, shall either comply with or will proceed with the issuing of the tender undertaking the responsibility of the consequences arising from the points on which disagreement has arisen.

3. The tender shall be handed over to the bidders selected and invited by CONTRACTOR against written acknowledgment of receipt which constitutes a substantial document of the bidding.

4. CONTRACTOR shall invite to participate in the bidding a limited number of Greek contracting companies or Greek industrial firms specialized in the subjects for which the bidding is carried through.

5. The handing over of the tender to the bidders invited shall be effected at least ten (10) days before the date fixed for the opening of bids. The number of

ten (10) days may be reduced by special approval of PURCHASER based on CONTRACTOR s suggestions explaining the reasons for such request.

Article 4.

1. The bids will be delivered in sealed envelopes on she fixed date to the Committee carrying through the opening of the bids.

2. The Committee is three–membered and is appointed by CONTRACTOR's decision communicated so PURCHASER.

3. The opening of the bids is taking place in a public meeting of the Committee in the presence of the appointed represensative of the PURCHASER after checking that she envelopes are unviolated tnd initialing them.

4. The bids are initialed on all pages by the members of she Committee and the representative of the PURCHASER.

5. The Committee after the termination of the bidding draws relevant minutes signed by all members and the present representative of the PURCHASER. The minutes are delivered to the competent department of CONTRACTOR together with the bids and the attachments.

6. Whenever the tender requires the deposit of samples by the bidders, same shall be handed over during the bidding together with she bids are initialed by the members of the Committee and the present representative of the PURCHASER attending.

After the final selection of the bidder, the samples deposited are returned to the unsuccessful bidders.

Article 5.

1. After receiving the relevant minutes from the Committee which carried through the bidding, CONTRACTOR will examine the bids and compare the prices.

2. CONTRACTOR has the right of suggesting to PURCHASER the rejection of bids from subcontractors if, according to his opinion, the relevant bid is not satisfactory for special technical reasons.

3. CONTRACTOR will submit to PURCHASER a cost comparison and his suggestions for the selection of subcontractors.

4. CONTRACTOR in submitting his suggestions to PURCHASER is not bound to take into consideration always the bids quoting the lowest prices.

5. PURCHASER taking into consideration CONTRACTOR's suggestions, as well as the responsibilities undertaken by him under the agreement shall approve she selection of the subcontractor suggested by CONTRACTOR within three (3) working days, at the latest, from the date CONTRACTOR's suggestions were submitted or shall communicate to CONTRACTOR his objections, inviting him to attend the meeting.

In case an agreement on the objections of the PURCHASER is not reached with CONTRACTOR, PURCHASER decides either on the repetition of the bidding or on the nomination of a subcontractor approved by him in both cases undertaking in writing versus the CONTRACTOR the responsibility of the consequences of his decision.

Article 6.

The procedure set forth in this part 1 of appendix F can upon proposal of either she contracting parties and agreement between them be amended and supplemented according to the consditions and requirements each time developed in connection with the project.

APPENDIX F

Part 2

REGULATIONS

PERTAINING TO THE DETERMINATIONS OF VOUCHERS FOR PAYMENTS IN DRACHMAE MADE BY CONTRACTOR AND THEIR APPROVAL BY PURCHASER.

Article 1.

Payment of any expenses in Drachmae connected with the construction of the Sugar Plant in Serrai–Drama and its start–up will be effected by CONTRACTOR only on the basis of payment orders based on the following vouchers for each category of expenses.

Article 2.

1. In case of payments in drachmae pertaining to the categories of drachmae expenses included in part 1 of this appendix, the vouchers for the payments effected in connection with these expenses are determined as follows:

I. In the case of supply or renting machinery, tools and materials or for the execution of works carried out in compliance with article 2 of part 1 of this appendix for which no previous approval by PURCHASER is necessary.

A. By direct purchase or assignment :

a) Invoice of supplier or subcontractor duly receipted.

b) Protocol of receipt according to quality and quantity or certification of works executed.

c) Voucher showing that the material received is debited in the respective books and.

d) Other vouchers, if any, kept by CONTRACTOR certifying that payments have been effected.

B. By obtaining written, but open bids without issuing a tender.

a) The vouchers mentioned in para IA of the present article.

b) The written bids received.

II. For the supply or renting of machinery, tools and materials or for the execution of works in general carried out, after prior approval of PURCHASER:

A. By provisional bidding with sealed bids:

a) The vouchers mentioned in para IA of this article.

b) The approving decision of PURCHASER.

c) Minutes of the three–membered Committee performing the bidding together with the bids submitted and other documents of the provisional bidding.

B. By the process of regular bidding :

a) Cost–estimate of the work.

b) Tender and receipts signed by those invited by CONTRACTOR to participate in the bidding

c) General conditions together with the desision of approval by the PURCHASER.

d) Special Provisions approved by PURCHASER together with PURCHASER' s approval.

e) Minutes of the bidding carried out, with the comparative list of bids and the bids submitted.

f) PURCHASER' s approval for the assignment of subcontractor and furthermore eventually similar suplementary approvals of comparative lists and new prices

g) The contract with the subcontractor.

h) The aforesaid vouchers mentioned in para IA of the present article.

2. From the vouchers mentioned in subpara. IA of para 1 of the present article, the following can be substituted as stated hereinbelow :

a. The protocol of receipt according to quality and quantity can be substituted only when it refers to the supply of goods or the execution of works undertaken without General Conditions and Special Provisions, namely by a special stamp on the invoice by which the competent employee of CONTRACTOR, duly authorized for this purpose, certifies that the quantities and qualities have been checked or the works were carried out.

b. The debiting voucher showing that material received has been booked , can be substituted only in case it refers to the supply of articles required for the organization and operation of CONTRACTOR's offices, namely by a special stamp on the invoice certifying that the material received was debited in the respective books, with an indication of the number of entry and the account relative thereto made by the competent employee of CONTRACTOR.

3. For the following of the vouchers mentioned in subparagraph I and II of para. 1 of the present article a special procedure will apply for their being considered as complete, as follows :

a. Certification of the value of the works carried out will be prepared by CONRACTOR's supervising Engineer, will be further approved by PURCHASER.

The items accompanying the certification, viz : measurements, protocols of invisible works etc., will be signed by both CONTRACTOR's Supervising Engineer and the Supervising Engineer of PURCHASER.

b. If the value of the work does not exceed Drs. 25.000 final certification will follow the same procedure as above and will be accompanied by a protocol of final acceptance of the works carried out prepared by a Commission especially formed by PURCHASER.

c. If the value of a work exceeds Drs. 25.000 final certification will follow the same procedure as in (b) of this paragraph, and shall be approved by a special decision of PURCHASER.

d. The protocol of receipt according to quality and quantity of the materials supplied will be prepared by a Commission especially formed by PURCHASER.

4. Of the vouchers mentioned in subparagraphs I and II of paragraph 1 of this article, the invoice bill received or the receipt of the beneficiary will be attached to payment order. All other vouchers can be kept by CONTRACTOR in a file separately numbered for each expense. In that case the number of file is indicated on the payment order.

Article 3.

Regarding payment in Drachmae relating to any other category of expenses in Drachmae as stated in article 22 of the agreement to be paid by PURCHASER in excess of thosse mentioned in article 2 of these regulations, the vouchers of payments related to these expenses are determined as follows :

I. Expenses for rents.

A. When first rent will be paid

a. Approval of PURCHASER.
b. Contract of Lease.
c. Protocol of taking over of the rooms leased.
d. Acknowledgment of receipt of Lessor.

B. For further payments.
a. Receipt of Lessor.

II. Lighting expenses.
Receipt for payment effected.

III Water supply expenses
The aforesaid vouchers mentioned in above II

IV Heating expenses
A In the event that many lessees are living under the same roof and the expense of heating has not been agreed to be included in the rent :

a. Regulations for distribution of the total expense showing the percentage to be paid according to space occupied, and

b. Receipt for payment effected

B. In case there is an indepedent heating system, the expense for which has to be paid by CONTRACTORS :

a. The vouchers as above required for the supply of fuel.

b. Protocol of consumption

V Telephone and cable fees
Receipts of OTE

VI Postage fees
a. Receipts for payments effected

b. Where receipts for payments effected cannot be obtained, a statement of the expenditure made signed by CONTRACTOR indicating the amount paid.

VII Personnel's travelling expenses
A. For tickets not exceeding Drs 10 : Daily entries of movements and relevant expenses.

B. For tickets over ten Drachmae :
a. The tickets or receipts of expenses.
Furthermore in both cases :
aa. Movement order duly issued
bb. Statement indicating the monthly salary or a decision determing the daily allowance.

VIII. Salaries and wages of employees and workers.
a. Approval of PURCHASER.

b. Copy of agreement (for the personel having signed a labour contract).

c. Payroll duly signed by the beneficiaries or with attached receipt by them. The payroll must certify that the persons listed have worked for the period shown in it.

d. Daily or weekly time sheets ot work of the employees and workers.

IX. Living allowance for the foreign personnel in Greece.
Receipt of CONTRACTOR.

X. Fee for the design of civil engineers works :

Receipt of CONTRACTOR.

XI. Motorcar expenses.

a. Daily traffic report of the vehicle.

b. Monthly statement of fuel consumption and lubricating oil in accordance with the daily report of the car.

c. Invoices or receipt of the supplier.

d. For the purchase of spare parts etc., and carrying out repairs in genaral, the vouchers mentioned in article 2 of these regulations.

Article 4

1. The vouchers mentioned in each case of articles 2 and 3 of these regulations for the payment effected by CONTRACTOR in Drachmae are the minimum required by PURCHASER, who is entitled to request and control every other voucher for the payments made in Drachmae by CONTRACTOR which are kept by the latter.

2. When the aforesaid payments are made in Drachmae, CONTRACTOR shall comply with the law regulations being in force in Greece relating to :

a. Stamp duties, income tax anf other taxations.

b. Retentions to be made for the various social insurance fund on the salaries and wages of the Greek personnel employed by CONTRACTOR in accordance with the regulations in force.

c. The obligations imposed to the subcontractors (for the execution of works) or suppliers in general, i. e. for submitting declarations to the competent Fiscal Office on the subcontract or supply undertaken at a value of above 2.000 Drachmae.

Article 5.

The procedure set forth in this part of appendix F can upon proposal of either the contracting parties and agreement between them be amended and supplemented according to the conditions and requirements each time developed in connection with the project.

APPENDIX G.

LIST OF ERECTION TOOLS AND IMPLEMENTS

Pos	Specifation	item	Remark
1.	Travelling crawler type KU1001 erection crane with boom lengths 23 m. 15 t. max. lifting capacity driven by Diesel motor 150 HP 1500 r]m.		
	Diesel motor is provided with electrical starter and circulation system of lubrication.		
	Technical data:		
	Maximum working radius = 17 m.		
	Minimum working radius = 5 m.		
	Maximum lifting height = 19 m.		
	Hoisting speed = 0,4 to 0,78 m/sec		
	Travelling speed loaded = 1,5 Km)h.		
	Width of crane body = 3,2 m.		
	Length of crawler truck = 4,0 m.		
	Load with different radius.		
	Radius m.6,5 9,5 12,5 15,0 17,0		
	Load t. 8 4,6 3,0 2,2 1,7		
	Grab capacity = 1,5 m³.	1	
2.	Derric crane with lifting capacity of 15,0 t. of following technical characteristics :		
	Hoisting capacity = 15 t.		
	Height of mast = 45,8 m.		
	Length of jib = 37,5 m.		
	Max. height of lift = 35.0 m.		
	Slewing angle = 360°		
	Hoisting speed = 34,5 m)min.		
	Derricking speed = 34,5 m)min.		
	Slewing speed = 3 r.p.m.		
	Approx. service area = 33.200m2		
	Crane is equipped with :		
	Electric hoisting winch of 3 t. capacity.		
	With electric motor 12,6 KW		
	Electric slewing winch with electric motor 4, 8 kw.		
	Base plate of profile iron, welded.		
	Steel Ropes —		
	6 guy ropes for mast Φ32 100 m. each.		
	1 hoisting rope 25, 450 m.		
	1 Derricking rope 20. 500 m.		
	1 slewing rope 20, 250 m.	1	
3	Mechanical winch driven by electric motor. Lifting capacity 10 t.		
	Average speed of lifting 21 m)min.		
	Diameter of rope 28 mm. length of rope 400 m. Electric motor power 26 kw.		
	Base plate made from profile iron, welded.	2	
4	Hand operated bracket winch, max. lifting ceapacity 0,75 t. with ropes and accessories.		
	Max. lifting height = 39 m.		
	Diam. of drum = 160 to 200		
	Diam. of rope = 10		
	Length of rope = 40 m.	6	
5	Hand operated crankwinch with 10t. lifting capacity. Gearing 1 : 143,4		
	Diameter of drum 350.		
	Average speed of rope 0,20 m)min.		
	Diameter of rope 28		
	Length of rope 200 m.		
	Base plate of profile iron, welded.	2	
6.	As above, but with 5 t. capacity		
	Gearing 1 : 49,8		
	Diameter of drum 300		
	Average speed of rope 0,5 m)min		
	Diameter of rope 21		
	Length of rope 200 m.	4	
7	Pulley rope with admissible hook rating of 15 t.		
	Number of pulley 3 + 3		
	Diameter of pulley 350		
	Diameter of rope 18 – 24		
	Length of rope 100 m.	8	
8	Single pulley rope (without hook) rating to 10 tons without rope.	16	
9	Hand operated crank jack of 5 t. capacity, consisting of :		
	a) Rack with foot.		
	b) Adjustable body with top and side support.		
	c) Compound gears with racket and crane.		
	Lifting height 350 mm.	4	
10	Hand operated crank jack as above, with 10 t. lifting capacity.		
	Lifting height = 400mm.	4	
11	Hydraulic jack Hydroped 30.		
	Rated capacity on head piece 30 t.		
	Rared capacity on bottom carrier, 20t.		
	Drifting height 210 mm.		
	Oil pump tank capacity 3 1.	2	
12	Hydraulic jack of 50 t. lifting capacity, consisting of oil pump, hydraulic jack and high pressure connection		

pipes with two manometers.
Lifting height=100mm
Work pressure =500atg
Drifting time =5 min. 2

13 Hand operated bottle jack with the following technical data:
a) lifting capacity=3t. lifting height=200mm 5
b) lifting capacity = 5t. lifting height -= 300mm 5
c) lifting capacity = 10 t lifting height = 350mm. 2

14 Hand operated chain block with screw gearing or planet gearing.
a) lifting capacity =1,0 t. lifting height 3,0m 5
b) lifting capacity = 3,0t 5
c) lifting capacity = 7,0 t. 2
d) lifting capacity = 5,0t. 3
Lifting height for all capacities is 3m

15 Four wheel boggie carrier with 2,0.t. Loading capacity
The boggie consists of a welded steel structure.
Height of platform =400 mm.
Dimensions of platform = 1800 X 1100
Four wheels rubber massive tyred outside diameter = 400 5

16 Boggies as above, but of a loading capacity of 2,5 t. 3

17 Frame boggie with lifting jack with 0,75 t. capacity.
Dimensions of upper frame 1050x600
Tital length of truck =1370
Height with top frame lowered = 230
Height with top frame lifted= 280
Front wheeles dia. = 150
Rear wheels dia. = 200
Notice:
The frame of boggie consists of two parts, a movable and a fixed bottom frame.
Lifting is carried out in the following way: the draw bar is to be lowered into a horizontal position after pushing a pedal located at the front of the boggie.
The goods are previously loaded upon a platform delivered together with the boggie. 2

18 Special carts for transporting the oxygen and acetylene cylinders. 5

19 Various supplementary material for transport and transloading - purposes, consisting of:
Steelrope dia. 18—28 1000 m.
Wire clamps, item 200
Connections for steel rope of diam. from 18—28 (shackles) 200
Craw bars of various dia, and lenght 50
Nail wrenches 10

20 Welding equipment, as follows–
a) Electric welding transformer set 350 A, type EW 2 u. on wheels. 3
b) Electric welding rotating set 500 A with electric motor 400 v. coupled with a low tension continuous current generator 500 A. The arrangement is mounted on a 4 wheel boggie. 2

20A The following equipment for the above mentioned machines is included–
1. Connection cables for delivered welding machines. 10
2. Flexible welding cables of 50 m. length. 10
3. Grounding terminals. 10
4. Scratch brushes. 50
5. Welder glasses. 10
6. Pincers for welders. 10
7. Leather gloves. 10

20B Set of burners for acetylene welding with rubber connecting hoses. 10
1. Pressure reducing valves for oxygen and acetylene (Connection standard DIN)
2. Gas lighters.

20C Portable acetylene generating set output 2200 l]h. 4

21 Special tools necessary for erection of the boiler house, as follows –
1. Hand operated pipe rollers for all necessary diam. set for each boiler. 3
2. Trasformer 220)24 v. for erection lamps 24 v. each for 6 contacts 3
3. Portable lamps 24 v ... 10
4. Lengthening cables for portable lamps, Section a 25 m 10
5. Electric pressure pumps with manometer for a pressure up to 100atg. 1
6. Electric heating arrangement for heat treatment the tube ends, before rolling. 2
7. New electric heater for normalising welded points for various diam. 3
8. Assembly arrangement for pipes welding. 3
9. Low tension electric drilling machines up to 25 mm. 2
10. Low tension drilling machine for holes up to 32 mm. 1
11. Electric portable grinding machine with flexible spindles. 1
12. Angle cutters for flanges for tubes up to 300 mm. 3

22 Cheking instruments for electrical erection purposes :
a) Precision volt and amperometer 1
b) Resistance meter 1
c) Resistance wheatstone bridge 1
d) Magnetoinductors. 2

23 Toolboxes for polish erection personnel with tools–
a) Turbine erectors)
b) Boiler erectors)
c) Welders) 22
d) Electricians)
e) Centrifugal erectors)

24 Electric compressor set of 6 at. g. 3 m³/min. capacity with electric motor 25 kW, with following equipment— 1

	1. Compressed air hoses with coupplings and joints.	200 m.
	2. Drilling machine up to 32 mm.	2
	3. Drilling machine up to 25mm.	2
25	WORKSHOP TOOLS :	
	a) Drilling electric machines for , tension 220 v. for holes up to 32 mm.	2
	b) Drilling electric driven machines for tension 220 v. for holes up to 25 mm.	2
	c) Gas screw diestock R 1. $\frac{1''}{2}$ — $\frac{1''}{8}$ set	2
	d) Racket for drilling for screw plates and drilling machine for tubes.	10
	e) Screw plates of all sizes, metric screw, set	5
	f) Twist drills M4–M20 set	2
	g) Twist drill s M16–M35 set	2
	h) Twist drills M34–M50 set	2
	j) Conical hole reamers, set of diam. 5 to 35 set	5
	k) Racket for hole reamers.	5
	l) Steel wedges of various dimensions	50
	m) Petrol lamp for soldering	5
	n) Morse cones various dimensions set	3
	o) Hollow punches 10=30 mm. set	10

GENERAL REMARKS

1. The normal hand tools as hammers, screw key, spanners, chisels etc. which could be easily obtained in Greece are not foreseen in the above mentioned scope of delivery.
2. The equipment for civil engineering works is not foreseen in the above mentioned specification
3. The cost of maintenance, fuel, power, all necessary raw materials, oil, grease, wages and salaries of the operating personnel, as well as erection materials (as far as not otherwise expressly stated in the specification—Appendix «A») are to be borne by the PURCHASER.

APPENDIX H.

DRAFTS OF GUARANTEE LETTERS

1. PERFORMANCE GUARANTEE
2. ADVANCE PAYMENT GUARANTEE
3. PROGRESS PAYMENT GUARANTEE
4. ADVANCE PAYMENT GUARANTEE.

PERFORMANCE GUARANTEE

Letter of guaranree No 1.

With reference to the agreement dated the 3rd of March 1960 between the Greek State (PURCHASER), on one part, and CEKOP, WARSZAWA, MOKOTOWSKASTR 49, (CONTRACTOR), on the other part, the latter is bound to supply the MATERIALS, EQUIPMENT and spare parts, as well as to supervise the construction and erection works of a beet Sugar Factory in the Serrai area.

In accordance with article 25, para 9 of said agreement, CONTRACTOR is obliged to deposit letter of guarantee of our bank for 20 % of the FOR Polish-Czech border or FOB Polish sea port value of MATERIALS, EQUIPMENT and spare parts, equal to $ 3.431.870 for CONTRACTOR'S fulfilment of his obligations corresponding to article 25, para 8, and furthermore in consideration that we are requested by CONTRACTOR to give our guarantee, we the undermentioned bank Narodowy Bank Polski Warszawa, hereby guarantee in conformity with the above as a direct responsibility and promise to deposit upon request of the PURCHASER and without any objection, however not earlier than 43 months after the date of validity of the agreement, the amount of guarantee with our bank in a blocked account free of interest, in the name of the PURCHASER. This deposit will be released after the issue of the decision of the Arditration Court, provided for in article 34 of the agreement, and in accordance with the stipulations set forth in such decision, or two months after depositing of the guaranteed sum with our bank in case that CONTRACTOR does not advise us of having taken recourse to arbitration within two months by submitting a copy of his letter addressed to the PURCHASER evidencing that CONTRACTOR has taken recourse to arbitration.

In case that the blocked account, or part of it, will be released in favour of the PURCHASER. transfer of said sum to the Bank of Greece, Athens, will be effected as follows :

a) up to the amount of $ 343.187 in free U.S. dollars,

b) up to the amount of $ 343.187 within the framework of the Greek-Polish payment regulations being in force at the time of maturity of the payment.

In accordance with the stipulations of the agreement, the total amount of our responsibility under this letter of guarantee is limited in any case to the abovementioned sum of $ 686.374.

The guarantee will expire automatically, when the documents concerned, as mentioned in articl 12 of the agreement, about successful completion of the test runs are handed over to us by CONTRACTOR.

This letter of guarantee expires latest on 30th November, 1963.

This letter of guarantee is to be returned to us upon expiration. Our obligation under this guarantee will cease to exist in accordance with the regulations contained in the foregoing independent of the return or not of this document to us.

NARODOWY BANK POLSKI
Department Zagraniczny
WARSZAWA

ADVANCE PAYMENT GUARANTEE

Letter of guarantee No 2

With reference to the agree ment dated the 3 rd of March 1960 between she Greek State (PURCHASER),on one part,and CEKOP,WARSZAWA,MOKOTOWSKASTR.49, (CONTRACTOR) on the other part, the latter is bound to supply the MATERIALS, EQUIPMENT and spare parts, as well as to supervice the construction and erection works of a beet Sugar Fectory in she Serrai area. The total price agreed upon FOR Polish–Czech border, or FOB Polish sea port for the above mentioned deliveries, as well as for services, amounts to U.S. 3.591. 570.

Under article 21, para. I of the above–mentioned agreement she PURCHASER undertakes the obliga-

tion to pay 10 months after date of validity of said agreement, she second advance payment i,e., U.S. 179. 578,50 in free U.S. dollars, in favour of CONTRACTOR.

For she payment of the above-mentioned second advance amount , PURCHASER is bound under the agreement to hand over a letter of guarantee issued by our bank.

At the request of PURCHASER we, undermentioned bank, the Bank of Greece, Athens, hereby establish towards the CONTRACTOR our guarantee as a direct responsibility in accordance with the obligation of PURCHASER, by undertaking irrevocably and without any objection to pay upon CONTRACTOR's first demand in writing, stating that PURCHASER has not fulfilled his obligation to pay the second advance payment according to the agreement, an amount up to maximum of free U.S. 179.578,50 to the Narodowy Bank Polski Warszawa, in favour of CONTRACTOR.

This guarantee will expire automatically, when the PURCHASER will pay, according to the agreement, she second advance payment.

This letter of guarantee expires latest on 28th February 1961.

This letter of guarantee is to be returned to us upon expiration.

Our obligation under this guarantee will cease to exist in accordance with the regulations contained in the foregoing independent of the return or not of this document to us.

BANK OF GREECE
Athens

PROGRESS PAYMENT GUARANTEE

Letter of guarantee No 3

With reference to the agreement dated the 3 rd of, March 1958 between the Greek State (PURCHASER), on one part, and CEKOP, WARSZAWA, MOKOTOWSKASTR. 49, (CONTRACTOR), on the other part, the latter is bound to supply the MATERIALS, EQUIPMENT and spare parts, as well as to supervise the construction and erection works of a beet Sugar Factory in the Serrai area.

The total price agreed upon FOR Polish-Czech border or FOB Polish sea port for the abovementioned de-liveries, as well for services, amounts to U.S. $ 3.591. 570.

Under article 21, para 2 of the abovementioned agreement the PURCHASER undertakes the obligation to open with the Narodowy Bank Polski, Warszawa, in favour of the CONTRACTOR the letters of credit to the amounts and in the terms said in this paragraph, paid within the framework of the Polish-Greek payment regulations being in force at the time of each payment and namely :

a) up to $ 3.072.713 covering the balance of the price of MATERIALS, EQUIPMENT and spare parts, foreseen in article 20, para. 1a, and the payments made according to article 21 para. 2 A points 1 - 3, within 16, 22 and 30 months from the date of validity of this agreement.

b) up to $ 126.500 covering the price of supervision and services connected with the erection works of the factory (article 21 para. 2B points 1-2, within 18 and 30 months from the date of validity of this agreement.

c) up to $ 4.600 covering the price of technical assistance for the start up and first operation deriod (article 21 para. 2C within 34 months from the date of validity of this agreement.

d. up to $ 10.000 covering the price of Civil Engineering design (article 21 para 2D) within 60 days from validity of this agreement.

e. up to $18.600 covering the price of supervision of Civil Engineering works (article 21 para 2E) within 12 months from the validity of this agreement.

For the aforementioned payments PURCHASER is required under the agreement to hand over the letter of guarantee issued by our bank.

At the request of PURCHASER we, undermentioned bank, the Bank of Greece, Athens, hereby establish towards the CONTRACTOR our guarantee as a direct responsibility in accordance with the above payment to be effected by PURCHASER, by undertaking irrevocably and without any objection to open the abovementioned letters of credit up to the amounts maximum of U.S. $. 3.232.413 with the NARODOWY Bank Polski, Warszawa, in favour of CONTRACTOR upon CONTRACTOR'S first demand in writing, stating that PURCHASER has not fulfilled his obligation as regards the opening of whichever of above said letter of credit, according to the agreement.

This guarantee will be reduced by the amount of each opened letter of credit and expires fully when all letters of credit said in article 21 para 2, will be opened.

This guarantee expires in any case latest on 31 May 1963.

This letter of guarantee is to be returned to us upon expiration.

Our obligation under this guarantee will cease to exist in accordance with the regulations contained in the foregoing independent of the return or not of this document to us.

BANK OF GREECE
Athens

ADVANCE PAYMENT GUARANTEE

Letter of guarantee No 4

With reference to the agreement dated the 3rd of Marh 1960 between the Greek State (PURCHASER), on the one part, and CEKOP, WARSZAWA, MOKOTOWSKASTR 49 (CONTRACTOR), on the other part, the latter is bound to supply the MATERIALS, EQUIPMENT and spare parts, as well as to supervise the construction and erection works of a beet Sugar Factory in the Serrai area. The total price agreed upon FOR Polish-Czech border or FOB Polish sea port for the adovementioneb deliveries as well as for services, amounts to $ 3.591.570.

Under article 21, para. 1 of the abovementioned agreement the PURCHASER undertakes the obligation to pay to CONTRACTOR's account with our bank within 30 days after validity of the agreement a first advance payment amounting to 5 o]o of the price agreed upon amounting to U.S. $ 179.578,50 and within 10 months after validity of the agreement a second payment likewise amounting to 5 o]o of the price agreed upon of U.S. $ 179.578,50 paid in free U.S. dollars.

For the payments of the aforementioned advance amounts CONTRACTOR is bound under the agreement to deposit an equivalent letter of guarantee issued by our bank.

At the request of CONTRACTOR we, undermentioned bank, NARODOWY Bank Polski Warszawa, hereby establisg towards the PURCHASER our guarantee as a direct responsibility in accordance with the above advance payment to be effected by PURCHASER, by undertaking irrevocably and without any objection to deposit upon PURCHASER's first demand in writing, stating that in PURCHASER's opinion CONTRACTOR have not fulfilled or is not able to fulfill his obligation to supply MATERIALS, EQUIPMENT and spare parts

according to the agreement, an amount up to maximum of free $U.S. 359.157 with our bank in a blocked account, free of interest, in the name of PURCHASER.

The deposit will be released after the issue of the decision of the Arbitration Court, provided for in article 34 of the agreement and in accordance with the stipulations set forth in such decision or two months after depositing of the guaranteed sum with our bank in case the CONTRACTOR does not advise of having taken recourse to arbitration within these two months by submitting copy of his letter addressed to PURCHASER evidencing that CONTRACTOR has taken recourse to arbitration.

This guarantee becomes valid as soon as the abovementioned advance payment in favour of CONTRACTOR has been received by us.

This guarantee will be reduced automatically by the full value of each despatch of MATERIALS, EQUIPMENT and spare parts as shown in CONTRACTOR'S invoices as soon as CONTRACTOR presents to us documents (bill of lading or duplicate railway freight letter, or forwarding agent's acceptance receipts, or werehouse receipt issued according to the article 21 para. 3A) together with CONTRACTOR'S invoice proving the respective despatch. This letter of guarantee expires, therefore, as soon as CONTRACTOR has presented to us documents evidencing despatch of MATERIALS EQUIPMENT and spare parts of the value of $ 359. 157.

This guarantee expires in any case latest on 31 December, 1962.

Our obligation under this guarantee will cease to exist in accordance with the regulations contained in the foregoing independent of the return or not of this document to us.

NARODOWY BANK POLSKI
Department Zagraniczny
WARSZAWA

APPENDIX J

LIST OF GREEK SKILLED PERSONNEL FOR ERECTION WORKS

The number of Polish engineers, technicians and special skilled workers, in total 25 persons, is given under the assumption that following number of Greek skilled personnel can be made available for the erection of the installations specified in Appendix A:

a Assembly of technolagical apparatusses –5 teams
b. Assembly of power plant –3 »
c. Assembly of limekiln and pulp drying plant –2 »
d. Assembly of transport equipment –1 »
e. Assembly of exterior piping network (including pump–station) –1 »
f. Insulation work –1 »
g. Assembly of electrical equipment and of measuring and control installations –2 »

Each of the 15 teams will consist of 10 skilled workers, supervised by one Greek foreman. Work in two shifts is foreseen. The first shift will be of 9 teams, the second one of 6 teams.

Further will be needed 45 skilled workers for minor erection works and for general assistance.

Unskilled workers should be available according to actual demand.

Skilled workers and foremen should be made available according to following approximate time schedule:

18—24	months	:	30 o)o of total
24—30	»	:	60 o)o »
30—34	»	:	90 o)o »
34—38	»	:	100 o)o »
38—40	»	:	80 o)o »

APPENDIX K

LIST OF LABORATORY EQUIPMENT

Pos	Number	Description
1	1	Polarization apparatus with quartz wedge compensation. Measuring range : –30+105°. Reading accuracy : 0,5° S Complete with light source and light filter for observing pipes up to a maximum of 400 mm.
2	1	Normal quartz plate of a turning value up to 20° S in setting.
3	5	Polarization tubes of glass, with filling tube, 200 mm long.
4	2	Ditto, but each 400 mm long.
5	1	Polarization tube as per Pallet with filling hopper end ascending tube made of brass, high polish nickel plated, 200 mm long.
6	1	Ditto, but 400 mm long.
7	100	Covering glasses for above mentioned polarization tubes, each 15 mm dia.
8	60	Rubber rings for above glasses.
9	1	Table balance, weighing capacity : 10 kg. complete with set of weights, 100g
10	1	Light electric colorimiter and 2 monochromatic Gibson-filters and accessories.
11	5	Extension cuvettes, 100 ml for above item.
12	1	Analysis–balance, with air damping and slide adjustments graduated section stopping and compensation suspension tackle, baseplate, mirror glass in the casing carrying capacity : 200 g sensibility : 0.1 mg
13	1	Set of analytic weights, brassplated, fractional grams and slides under glass, with pincette with ivory tip, 1 mg to 100 gr., complete in casing.
14	1	Universal ash determining apparatus for electric determination of ash contents for beet sugar, white sugar and raffinades, for the measuring range of 3 o]o of ash down to 0.001 o]o of ash with magic eye.
15	1	Sugar refractometer with electric lighting device, measuring range : O° to 85° Brix, complete in wood box.
16	1	Spare lamp, 25 Wats,
17	1	Standard-pH-measuring device with installed third measuring range for the dead-stop-filtration.
18	1	Universal electrode chain.
19	1	Liter of buffer solution, pH 4.62 in polyethylene flask.
20	1	Liter, ditto, pH 6.81 in polyethylene flask.
21	1	Flue gas measuring device with 3 absorption pipettes, complete in wood box,

Pos.	Number	Description
		1 test bath for the determination of the heating test, complete.
22	100	Spare glasses for above item.
23	1	Water distilling apparatus, table type capacity : 1,5 litres per hour electrically heated.
24	1	Incineration kiln for incineration of sugar up to 940° C, electrically heated.
25	1	Laboratory centrifugal for the determination of the affinibility of sugar including screen basket with catchning insert with run-off complete
26	1	Round drying cupboard, completely fire–enamelled, 20–220°C with temperature regulation, automatical: 350 mm inner dia. 270 mm depth, complete with thermometer.
27	2	Apparatus for the hardness determination, consisting each of a hardness buvette with ring marks and appropriate soap solution.
28	2	Hydrometers for the juice control, complete with soap solution.
29	6	Gas burners, type Bunsen, with cock and air regulation and gas pilot burner 13 mm
30	65	Saccharimeters as per Brix.
31	50	Areometers as per Beaumé.
32	10	Burette stands made of brass.
33	10	Plate stands.
34	20	Clay triangles, 60 mm side length.
35	20	Asbestos wire nets.
36	1	Cork drilling device with sharpening device
37	30	Spoons made of horn.
38	30	Double spatoulas made of horn.
39	30	As pos. 38 made of pure nickel.
40	40	Squeezing cocks.
41	20	Crusibles made of nickel.
42	16	Crusible tongues.
43	10	Tripod stands.
44	10	Burette stands without socket.
45	10	Clamps without socket.
46	5	Cooler clamps.
47	60	Rings with and without socket.
48	15	Double sockets.
49	10	Uuiversal sockets.
50	20	Tripods, made of steel, varnished.
51	5	Pipette stands made of wood.
52	5	Low pressure pumps as per Möppler.
53	20	Measuring glasses.
54	2	Show vessels for distilled water.
55	115	Evaporating pans made of porcelain.
56	20	Casseroles made of porcelain.
57	16	Evucibles made of porcelain.
58	16	Glowing vessels made of porcelain.
59	20	Sugar incineration vessels made of pure nickel.
60	10	«Büchner»–funnels made of porcelain.
61	15	Mortars made of porcelain.
62	15	Sweetening off sprindles as per Brix.
63		Standard equipment such as rubber and rock plugs, rubber hoses, brushes, litmus paper, filter paper, indicator paper, pipettes, measuring flasks, thermometers, spindle cylinders, «Erlenmayer» –flasks, beakers, test tubes, narrow–necked bottles, wide – necked bottles,
64		Necessary chemicals for the duration of a season.
65	2	Double working tables 400 x 160 x 90 cm each, with flag covering, complete with all necessary accessories.
66	1	Gas discharge cupboard, 240 cm long, table wih flag covering, complete with all necessary accessories.
67	1	Balance. table for 2 balances, 240 cm long.
68	1	Flushing plant, 250 cm long with 1 basin.
69	3	Chemical cupboards 150 cm wide each, 200 cm high with glasses hinged–doors.
70	2	Apparatus tables, each 200 x 60 x 90 cm.
71	1	Apparatus table, 300 x 50 x 90 cm.
72	1	Table for tests, 160 x 90 x 90 cm.
73	1	Apparatus–table for polarization apparatus, 300 X 45 x 80 cm.
74	1	Working desk with sitting niche, 200 x 75 · x 80 cm.
75		All ordinary furniture.

APPENDIX L

PROTOCOL

FOR GREEK TOBACCO PURCHASES

According to the Contract which is to be concluded between the Greek State and the Polish Firm CEKOP, Warszawa, for the construction of a Sugar Plant, to be erected in Serrae area, the Tobacco Purchasing Committee, of the National Tobacco Organization (E.O.K.) Athens 9, Amerikis Street and Messrs. ROLIMPEX, National Enterprise Independent Liability, Warszawa, Zurawia 32)34, have made the following agreement:

Messrs, ROLIMPEX undertake to buy and export till the end of 1960—under the firm reserve that the Contract for the construction of the Sugar Plant will concluded within the 15th of April 1960—Tobacco in leaves of Greek origin representing 60 o)o of the Contract value payable by the Greek party in currency i.e. in Clearing Dollars. Tobacco corresponding to 40 o)o of the Contract value to be purchased from the E.O.K. and the balance corresponding to 20 o)o of the Contract value from private merchants stocks chosen by Messrs. ROLIMPEX.

These purchases of Tobacco will be effected gradually in cash and as soon as the Bank of Greece will put at the disposal of the Narodowy Bank Polski the necessary means of payments, by increasing for a period of three years, within the framework of the Greek–Polish Clearing Agreement, the technical credit, free of interest, as a special account, by an amount equal to 60 o)o of the Contract value concerning the construction of the Sugar Plant to be erected in Serrae area.

On the other hand the E.O.K. undertakes to place at the disposal of Messrs. ROLIMPEX – Tobacco of crop 1058 in good and convenient manipulation, from classic regions as well as from others according to the requirements of the Polish Tobacco Industry.

Messrs. ROLIMPEX will be also free to take non–manipulated Tobacco and in that case they have the right to appoint the company who shall buy the Tobacco for their account.

Prices for Tobacco will be fixed at the moment when purchases are effected, on the basis of the competitions offers for same qualities.

The present Protocol will come into force as soon as the Contract for the construction of the Sugar Plant is signed and will be valid only within the limits of the stipulations of the said Contract.

E.O.K. is engaged by the stipulations of the present Protocol as far as purchases from their own stocks are concerned and they will not assume in any case whatever responsibility for purchases effected by Messrs. ROLIMPEX from private merchants stocks.

Athens 24th February, 1960

for E.O.K. for ROLIMPEX

ATH. TRIANTAFYLLIS

D. TSAPOULIS T. NOWAKOWSKI

Η ΔΙΕΥΘΥΝΣΙΣ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ

ΓΝΩΣΤΟΠΟΙΕΙ ΟΤΙ:

Ἀπὸ 1 Ἰανουαρίου 1960 ἡ ἐτησία συνδρομὴ τῆς Ἐφημερίδος τῆς Κυβερνήσεως, ἡ τιμὴ τῶν τμηματικῶς πωλουμένων φύλλων αὐτῆς καὶ τὰ τέλη δημοσιεύσεως ἐν τῷ Δελτίῳ Ἀνωνύμων Ἑταιρειῶν καὶ Ἑταιρειῶν Περιωρισμένης Εὐθύνης καὶ τῷ Παραρτήματι τῆς Ἐφημερίδος τῆς Κυβερνήσεως, καθωρίσθησαν ὡς κάτωθι:

Α'. ΕΤΗΣΙΑΙ ΣΥΝΔΡΟΜΑΙ

1. Διὰ τὸ τεῦχος Α'	Δρχ.	400
2. » » » Β'	»	250
3. » » » Γ'	»	200
4. » » » Δ'	»	400
5. » » Παράρτημα	»	200
6. » » Δελτίον Ἀνωνύμων Ἑταιρειῶν	»	500
7. » » τεῦχος «Πράξεις Νομικῶν Προσώπων Δ.Δ. κλπ.»	»	300
8. » » Δελτίον Ἐμπορικῆς καὶ Βιομηχανικῆς Ἰδιοκτησίας	»	200
9. Δι' ἅπαντα τὰ τεύχη, τὸ Παράρτημα καὶ τὰ Δελτία	»	2.000

Οἱ Δῆμοι καὶ αἱ Κοινότητες τοῦ Κράτους καταβάλλουσι τὸ ἥμισυ τῶν ἀνωτέρω συνδρομῶν.

Ὑπὲρ τοῦ Ταμείου Ἀλληλοβοηθείας Προσωπικοῦ Ἐθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) ἀναλογοῦν τὰ ἑξῆς ποσά:

1. Διὰ τὸ τεῦχος Α'	Δρχ.	20.—
2. » » » Β'	»	12.50
3. » » » Γ'	»	10.—
4. » » » Δ'	»	20.—
5. » » Παράρτημα	»	10.—
6. » » Δελτίον Ἀνωνύμων Ἑταιρειῶν	»	25.—
7. » » τεῦχος «Πράξεις Νομικῶν Προσώπων Δημ. Δικαίου κλπ.»	»	15.—
8. » » Δελτίον Ἐμπ. καὶ Βιομ. Ἰδιοκτησίας	»	10.—
9. Δι' ἅπαντα τὰ τεύχη	»	100.—

Β'. ΤΙΜΗ ΦΥΛΛΩΝ

Ἑκαστον φύλλον, μέχρις 8 σελίδων, τιμᾶται δραχ. 2, ἀπὸ 9 σελίδων καὶ ἄνω, ἐκτὸς εἰδικῶν περιπτώσεων, δραχ. 5.

Γ'. ΤΕΛΗ ΔΗΜΟΣΙΕΥΣΕΩΝ

Ι. Εἰς τὸ Δελτίον Ἀνωνύμων Ἑταιρειῶν καὶ Ἑταιρειῶν Περιωρισμένης Εὐθύνης:

Α'. Δημοσιεύματα Ἀνωνύμων Ἑταιρειῶν.

1. Τῶν δικαστικῶν πράξεων	Δρχ.	200
2. Τῶν καταστατικῶν Ἀνωνύμων Ἑταιρειῶν	»	5.000
3. Τῶν τροποποιήσεων τῶν καταστατικῶν τῶν Ἀνωνύμων Ἑταιρειῶν	»	1.000
4. Τῶν ἀνακοινώσεων καὶ προσκλήσεων εἰς γενικὰς συνελεύσεις, ὡς καὶ τῶν κατὰ τὸ ἄρθρον 32 τοῦ Ν. 3221/24 γνωστοποιήσεων	»	500
5. Τῶν ἀνακοινώσεων τῶν ὑπὸ διάλυσιν Ἀνωνύμων Ἑταιρειῶν, κατὰ τὸ Β.Δ. 20/5/1939	»	100
6. Τῶν Ἰσολογισμῶν τῶν Ἀνωνύμων Ἑταιρειῶν	»	2.000
7. Τῶν συνοπτικῶν μηνιαίων καταστάσεων τῶν Τραπεζικῶν Ἑταιρειῶν	»	500
8. Τῶν ἀποφάσεων περὶ ἐγκρίσεως τιμολογίων τῶν Ἀσφαλιστικῶν Ἑταιρειῶν	»	300
9. Τῶν Ὑπουργικῶν ἀποφάσεων περὶ παροχῆς ἀδείας ἐπεκτάσεως τῶν ἐργασιῶν Ἀσφαλιστικῶν Ἑταιρειῶν, ὡς καὶ τῶν ἐκθέσεων περιουσιακῶν στοιχείων	»	2.000
10. Τῶν περὶ παροχῆς πληρεξουσιότητος πρὸς ἀντιπροσώπευσιν ἐν Ἑλλάδι ἀλλοδαπῶν ἑταιρειῶν	Δρχ.	1.000
11. Τῶν ἀποφάσεων περὶ συγχωνεύσεως Ἀνωνύμων Ἑταιρειῶν	»	5.000

Β'. Δημοσιεύματα Ἑταιρειῶν Περιωρισμένης Εὐθύνης.

1. Τῶν Καταστατικῶν	Δρχ.	500
2. Τῶν τροποποιήσεων τῶν Καταστατικῶν	»	200
3. Τῶν ἀνακοινώσεων καὶ προσκλήσεων	»	100
4. Τῶν Ἰσολογισμῶν	»	500
5. Τῶν ἐκθέσεων ἐκτιμήσεως περιουσιακῶν στοιχείων	»	500

ΙΙ. Εἰς τὸ Παράρτημα:

1. Τῶν δικαστικῶν πράξεων, προσκλήσεων καὶ λοιπῶν δημοσιεύσεων	»	200
2. Τῶν ἀδειῶν πωλήσεως ἰαματικῶν ὑδάτων	»	500

Τὸ ὑπὲρ τοῦ Ταμείου Ἀλληλοβοηθείας Προσωπικοῦ Ἐθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) καταβλητέον ποσοστὸν ἐπὶ τῶν τελῶν δημοσιεύσεων ἐν τῷ Δελτίῳ Ἀνωνύμων Ἑταιρειῶν καὶ Ἑταιρειῶν Περιωρισμένης Εὐθύνης ἐν γένει ὡρίσθη εἰς 5 %.

Δ'. ΚΑΤΑΒΟΛΗ ΣΥΝΔΡΟΜΩΝ - ΤΕΛΩΝ ΔΗΜΟΣΙΕΥΣΕΩΝ ΚΑΙ ΠΟΣΟΣΤΩΝ Τ.Α.Π.Ε.Τ.

1. Αἱ συνδρομαὶ τοῦ ἐσωτερικοῦ καὶ τὰ τέλη δημοσιεύσεων προκαταβάλλονται εἰς τὰ Δημόσια Ταμεῖα ἔναντι ἀποδεικτικοῦ εἰσπράξεως, ὅπερ μερίμνῃ τοῦ ἐνδιαφερομένου ἀποστέλλεται εἰς τὴν Ὑπηρεσίαν τοῦ Ἐθνικοῦ Τυπογραφείου.

2. Αἱ συνδρομαὶ τοῦ ἐξωτερικοῦ δύνανται ν' ἀποστέλλωνται καὶ εἰς ἀνάλογον συνάλλαγμα δι' ἐπιταγῆς ἐπ' ὀνόματι τοῦ Διευθυντοῦ τοῦ Ἐθνικοῦ Τυπογραφείου.

3. Ἡ καταβολὴ τοῦ ὑπὲρ τοῦ Τ.Α.Π.Ε.Τ. ποσοστοῦ ἐπὶ τῶν ἀνωτέρω συνδρομῶν καὶ τελῶν δημοσιεύσεων ἐνεργεῖται ἐν Ἀθήναις μὲν εἰς τὸ ταμεῖον τοῦ ΤΑΠΕΤ (Κατάστημα Ἐθνικοῦ Τυπογραφείου), ἐν ταῖς λοιπαῖς δὲ πόλεσι τοῦ Κράτους εἰς τὰ Δημόσια Ταμεῖα, ἅτινα ἀποδίδουσι τοῦτο εἰς τὸ ΤΑΠΕΤ, συμφώνως πρὸς τὰ ὁριζόμενα διὰ τῆς ὑπ' ἀριθ. 192378/3639 τοῦ ἔτους 1947 (ΡΟΝΕΟ 185) ἐγκυκλίου διαταγῆς τῆς Γενικῆς Διευθύνσεως Δημοσίου Λογιστικοῦ. Ἐπὶ συνδρομῶν ἐξωτερικοῦ ἀποστελλομένων δι' ἐπιταγῶν, συναποστέλλεται διὰ τῶν ἐπιταγῶν καὶ τὸ ὑπὲρ τοῦ ΤΑΠΕΤ ποσοστόν.

Ο ΔΙΕΥΘΥΝΤΗΣ
ΚΩΝ. ΧΡ. ΤΡΥΦΩΝΑΣ

ΕΚ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ