



ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ
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ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ
18

ΝΟΜΟΘΕΤΙΚΟΝ ΔΙΑΤΑΓΜΑ ΥΠ' ΑΡΙΘ. 75

Περὶ κυρώσεως τῆς ἀπὸ 29ης Ὁκτωβρίου 1968 Συμβάσεως μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ τῆς MACDONALD CONSTRUCTION COMPANY περὶ χρηματοδοτήσεως καὶ κατασκευῆς τῆς Ἐθνικῆς ὁδοῦ Ἡγουμενίτης—Θεσσαλονίκης — Τουρκικῶν Συνόρων.

ΚΩΝΣΤΑΝΤΙΝΟΣ ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ

Προτάσει τοῦ Ἡμετέρου Ὑπουργικοῦ Συμβουλίου, ἀπεφασίσαμεν καὶ διατάσσομεν:

"Ἄρθρον 1.

Κυροῦται καὶ κτᾶται ἰσχὺν νόμου ἡ Σύμβασις μεταξὺ Ἑλληνικοῦ Δημοσίου ἐκπροσωπουμένου ὑπὸ τοῦ Ὑπουργοῦ Συντονισμοῦ καὶ τῆς MACDONALD CONSTRUCTION COMPANY, ὑπογραφέντα ἐν Ἀθήναις τὴν 29ην Ὁκτωβρίου 1968, «περὶ χρηματοδοτήσεως καὶ κατασκευῆς τῆς Ἐθνικῆς ὁδοῦ Ἡγουμενίτης — Θεσσαλονίκης — Τουρκικῶν Συνόρων» μετὰ τῶν ὑπὸ στοιχεῖα A, B καὶ E παραρτημάτων αὐτῆς, ὡς καὶ τῶν ὅπ' ἀριθμοῖς 1, 2, 3 καὶ 4 εἰδικῶν παραρτημάτων αὐτῆς ὃν τὸ κείμενον ἔχει ὡς ἀκολούθως εἰς τὴν ἑλληνικὴν καὶ τὴν ἀγγλικήν.

ΣΥΜΒΑΣΙΣ

Ἡ παροῦσα σύμβασις συνήφθη ἐν Ἀθήναις τὴν 29ην Ὁκτωβρίου τοῦ ἔτους 1968, ἡμέραν Τρίτην, μεταξὺ ἀφ' ἐνὸς τοῦ Ἑλληνικοῦ Δημοσίου, νομίμως ἐκπροσωπουμένου ἐν προκειμένῳ παρὰ τῆς Ἐλληνικῆς Κυβερνήσεως καὶ ταύτης νομίμως ἐκπροσωπουμένης παρὰ τῆς A.E. τοῦ Ὑπουργοῦ ἐπὶ τοῦ Συντονισμοῦ κ. Νικολάου Μακαρέζου, ἐδρεύοντος ἐν Ἀθήναις, καὶ λοιπού μένου ἐφεξῆς «Ο 'Ιδιοκτήτης» καὶ ἀφ' ἐπέρου τῆς ἐν τῇ Πολιτείᾳ Μισσοῦρι H.P.A. (Σαίντ Λιούΐς 4, 1310 Σάονθ Γκράντ Μπούλεθαρ) ἐδρεύοντος Ἐπαριέας ὑπὸ τὴν ἐπωνυμίαν MACDONALD CONSTRUCTION COMPANY, νομίμως ἐκπροσωπουμένης ἐν προκειμένῳ παρὰ τοῦ κ. ROBERT E. MACDONALD δυνάμει ἐξουσιοδοτήσεως τοῦ Δ.Σ. αὐτῆς κακολογίας ἐν τοῖς ἐφεξῆς «Ο 'Αγάδοχος». Διὸ δὲ τὴν πραγματοποίησιν τῶν ἐν τῇ παρούσῃ Συμβάσει διαλαμβανομένων καὶ περιγραφομένων προτάσεων συνεφωνήθησαν γενόμενα δεκτὰ τὰ ἔξης:

1. Σκοπὸς τῆς Συμβάσεως:

Ο 'Ιδιοκτήτης προτίθεται νὰ ἐνεργήσῃ τὴν κατασκευὴν καὶ συμπλήρωσιν πλήρως εἰς δῖσην ἔκτασιν εἶναι ἀναγκαῖον τῆς κυρίας ὁδοῦ Ἡγουμενίτης — Κοζάνης — Θεσσαλονίκης — Καδάλας — Τουρκικῆς Μεσορίου (Γέφυρα Ἀρδανίου) συνολικοῦ μήκους περίπου ἐπτακοσίων ἐνενήκοντα ἑπτὰ

χιλιομέτρων. Τὰ τμήματα τῆς ἐν λόγῳ ὁδοῦ ἔχουν ὡς ἔξης:

A) Ἡγουμενίτης — Κόνιτσα — Κοζάνη — Θεσσαλονίκη:	χλμ.
1) Διασταύρωσις Θεσσαλονίκης — Κλειδί	23
2) Κλειδί — Βέρροια	30
3) Βέρροια — Πολύμυλος (ἀπὸ Καστανιάς)	27
4) Πολύμυλος — Κοζάνη	29
5) Κοζάνη — Νεάπολις	49
6) Νεάπολις — Κόνιτσα	111
7) Κόνιτσα — Καλπάκι	30
8) Καλπάκι — Χάνι Τσίκα	30
9) Χάνι Τσίκα — Ἡγουμενίτης	70

Σύνολον 399

B) Θεσσαλονίκη — Καδάλα — Τουρκική Μεσορίου (Γέφυρα Ἀρδανίου):

χλμ.	
10) Θεσσαλονίκη — Δερβένι	10
11) Δερβένι — Λάινα	7
12) Λάινα — Περιστέρα	30
13) Περιστέρα — Νέα Μάδυτος	13
14) Ν. Μάδυτος — Ἀμφίπολις	46
15) Ἀμφίπολις — Καδάλα — Νέα Κάρβαλη	70
16) Νέα Κάρβαλη — Ξάνθη	45
17) Ξάνθη — Κομοτινή — Καραντίκ Ντερέ	98
18) Καραντίκ Ντερέ — Ἀλεξανδρούπολις	22
19) Ἀλεξανδρούπολις — Γέφυρα Λουτρῶν	12
20) Γέφυρα Λουτρῶν — Ἀρδανίου	20

Σύνολον 373

C) Παρακαμπτήριος Θεσσαλονίκης:

Γενικὸν Σύνολον 797

2. Ὑφιστάμεναι μελέται:

Τὰ ἀνωτέρω τμήματα ἀπαίτουν μελέτην ἢ ἀναθεώρησιν ὑφισταμένων μελετῶν καὶ κατασκευήν.

Ο 'Ιδιοκτήτης διατηρεῖ τὸ δικαίωμα νὰ καθορίσῃ τὴν σειρὰν προτεραιοτητος καὶ τὴν ἔκτασιν τῆς κατασκευῆς τῶν τμημάτων ὡς τοῦτο δέλει εἰδικῶτερον καθορισθῆ εἰς τὸ «Παράρτημα Ε» τῆς παρούσης διὰ τοῦ Προγράμματος 'Εργασιῶν.

3. Ἐκτασις τῆς συμβάσεως:

Τὰ ὡδεῖ συμβάλλομενα μέρη ὑπολογίζουν ὅτι δὰ ἀπαιτηθῆ ποσὸν Δολαρίων Η.Π.Α. ἑκατὸν πεντήκοντα ἑκατομμυρίων (150.000.000) πρὸς ἐπένδυσιν εἰς τὰ δυνάμει τῆς παρούσης

έκτελεσθησόμενα ἔργα μέχρι περατώσεως τῆς Ὀδοῦ καὶ ὅτι κατὰ ταῦτα ἡ ἔκτασις τῆς παρούσης συμβάσεως ἀφορᾶ τὴν Ὁδὸν ἢ Τμῆμα ταύτης οὖτινος ἢ ἀξία τῶν ἔργων ἀνέρχεται εἰς τὸ ποσὸν τῶν Δολαρίων Η.Π.Α. ἔκατὸν πεντήκοντα ἑκατομμυρίων. Ἐὰν κατὰ τὴν διάρκειαν τῆς μελέτης καὶ κατασκευῆς τῆς Ὁδοῦ ἥδεις διαπιστωθῇ ὅτι τὸ ἐν λόγῳ ποσὸν τῶν Δολλ. Η.Π.Α. 150.000.000 εἰναι ἀνεπαρκές διὰ τὴν περάτωσιν διλοκλήρου τῆς Ὁδοῦ, ὁ Ἀνάδοχος θὰ καταβάλῃ πᾶσαν προσπάθειαν διὰ τὴν χρηματοδότησιν οἰωνήποτε προσδέτως ἀπαιτηθησομένων ποσῶν, ὑπὸ τοὺς αὐτοὺς ὡς ἐν τῇ παρούσῃ συμβάσει δρους καὶ συμφωνίας, ὑπὸ τὸν ὄρον πάντως ὅτι ἐὰν ὁ Ἀνάδοχος δὲν ἥθελεν ἐπιτύχη τὴν ἑξασφάλισιν τῆς τοιαύτης προσδέτου χρηματοδοτήσεως, οὗτος θὰ θεωρηθῇ ὡς ἐκτελέσας τὴν παρούσαν Σύμβασιν ἀμα τῇ συμπληρώσει τῆς κατασκευῆς Τμήματος τῆς Ὁδοῦ, οὗτινος ἢ ἀξία ἀνέρχεται εἰς Δολλ. Η.Π.Α. 150.000.000.

4. Ὑποχρέωσις Ἀναδόχου:

Ἐναντι τῆς διὰ τῆς συμβάσεως καθοριζομένης ἀμοιβῆς τοῦ Ἀναδόχου Παράρτημα Α δρος 29 παράγραφοι (β) καὶ (γ) καὶ ὑπὸ τὸν ὄρον τῆς δεούσης ὑπὸ τοῦ Ἰδιοκτήτου ἐκπληρώσεως τῶν δυνάμει καὶ ἐκ τοῦ συμβολαίου ἐργολαβίας προκυπτουσῶν πάσης φύσεως ὑποχρεώσεων τοῦ κατὰ τὰ ἐν τῷ συμβολαίῳ ὄριζόμενα, ὁ Ἀνάδοχος ἀναλαμβάνει ἀπέναντι τοῦ Ἰδιοκτήτου τὴν ὑποχρέωσιν ὅπως, ἀφ' ἐνδε μὲν ἐκπονήσῃ ἀπαντα τὰ Σχέδια καὶ Μελέτας διὰ τὴν κατασκευήν, συμπλήρωσιν καὶ συντήρησιν τῆς ὡς ἀνω Ὁδοῦ, παρέχων καὶ τὴν ἀπαιτουμένην ἐν αὐτῷ ἐπίθεψιν καὶ διοίκησιν, ἀφ' ἐτέρου δὲ ἀναθέση τὴν ἐκτέλεσιν τοῦ ἔργου τῆς κατασκευῆς ἀλπ. τῆς Ὁδοῦ ταύτης, ἔνιαίως ἢ κατὰ τμήματα, εἰς Ἑλληνας ἢ καὶ Ἀλλοδαποὺς ὑπεργολάθους, κατὰ τὰ εἰς τὸν ὄρον 13 τοῦ Παραρτήματος Α τῆς παρούσης εἰδικώτερον ὄριζόμενα, εὐθυγράμμενος ὁ Ἀνάδοχος ἔναντι τοῦ Ἰδιοκτήτου, διὰ τὴν συμφώνως πρὸς τὴν σύμβασιν ἐκπλήρωσιν ἀπασῶν τῶν ἀνωτέρω ὑποχρεώσιων αὐτοῦ περιλαμβανομένης καὶ τῆς χρηματοδοτήσεως τοῦ ἔργου κατὰ 70(ο)ο καὶ διὰ τὴν ἐκτέλεσιν τοῦ ὡς ἀνω ἔργου ὑπὸ τῶν ὑπεργολάθων μόνον καθ' δον ἀφορᾶ τὰς προβλέψεις καὶ τοὺς τεχνικοὺς ὄρους ὡς καθορίζονται ὑπὸ τῆς συμβάσεως.

5. Πληρωμὴ πρὸς τὸν Ἀνάδοχον:

Ο Ἰδιοκτήτης συνομολογεῖ διὰ τῆς παρούσης δπως καταβάλη εἰς τὸν Ἀνάδοχον διὰ τὴν Μελέτην, Ἐπίθεψιν καὶ Ἐκτέλεσιν, ἦτοι κατασκευήν, περάτωσιν καὶ συντήρησιν τῆς Ὁδοῦ μέχρι τῆς παραδόσεως εἰς τὴν Ἰδιοκτήτην, τὰ ὑπὸ τοῦ Ἰδιοκτήτου πληρωτέα εἰς τὸν Ἀνάδοχον ποσά, καθ' ὃν τρόπον καὶ χρόνον ὄριζεται ἐν τῇ παρούσῃ Σύμβασει.

6. Ἐναρξης Ἰσχύος:

Ἡ ισχὺς τῆς παρούσης Σύμβασεως ἀρχεται κατὰ τὸν ὄριζόμενον χρόνον εἰς τὸν ὄρον 36 τοῦ Παραρτήματος «Α» τῆς παρούσης.

7. Παραρτήματα:

Τὰ κάτωθι παραρτήματα θεωροῦνται ὅτι ἀποτελοῦν, συνιστοῦν καὶ ἐρμηνεύνται ὡς ἐνιαίον τμῆμα τῆς παρούσης συμβάσεως, ἥτοι:

- (α) Παράρτημα «Α» — Εἰδικοὶ "Οροι Συμβολαίου.
- (β) Παράρτημα «Β» — Γενικοὶ "Οροι Συμβολαίου.
- (γ) Παράρτημα «Γ» — Σχέδια καὶ Σχεδιαγράμματα.
- (δ) Παράρτημα «Δ» — Τεχνικαὶ Προδιαγραφαὶ (περιλαμβάνουσαι καὶ δρους ἀφορῶντας εἰς τὰς τεχνικὰς ἀπόψεις τῆς κατασκευῆς καὶ τοῦ προγράμματος ἐργασιῶν).
- (ε) Παράρτημα «Ε» — Πίναξ προδεσμιῶν ἐμφαίνων τὰς καθ' ἔκαστα προδεσμίας περατώσεως τῆς Τεχνικῆς Μελέτης καὶ κατασκευῆς τῆς Ὁδοῦ.

Κατόπιν συμφωνίας τὰ Παραρτήματα «Β» ἔως «Ε» θὰ ἐπισυναρθοῦν τῇ παρούσῃ καθ' ἀρίζεται κατωτέρω ἐν τοῖς Εἰδικοῖς "Οροις τοῦ Συμβολαίου. Ἡ παρούσα Σύμβασις καὶ ἀπαντα τὰ Παραρτήματα ταύτης καλούνται συλλογικῶς τὸ «Συμβόλαιον».

Καὶ εἰς πίστωσιν τῶν ἀνωτέρω διαλαμβανομένων οἱ Συμβαλλόμενοι ἔθεσαν κατωτέρω τὰς ἀντιστοιχίους ὑπογραφάς καὶ σφραγίδας αὐτῶν εἰς τὸν ἐν ἀρχῇ τῆς παρούσης ἀναφερόμενον τόπον καὶ χρόνον.

Οι Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον

Ο Ὑπουργὸς Συντονισμοῦ

ΝΙΚΟΛΑΟΣ ΜΑΚΑΡΕΖΟΣ

Διὰ τὴν Ἐπαιρείαν MACDONALD

CONSTRUCTION COMPANY

ROBERT E. MACDONALD

ΠΑΡΑΡΤΗΜΑ «Α»

τῆς ἀπὸ 29ης Οκτωβρίου 1968 μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐπαιρείας MACDONALD CONSTRUCTION COMPANY συναφμείσης Συμβάσεως.

ΕΙΔΙΚΟΙ ΟΡΟΙ

1. Τεχνικὴ μελέτη:

Ο Ἀνάδοχος ἀναλαμβάνει τὴν ὑποχρέωσιν ἐκπονήσεως τεχνικῶν μελετῶν, σχεδίων καὶ σχεδιαγραμμάτων διὰ τὴν κατασκευὴν τῆς Ὁδοῦ ἢ συμπληρώσεως ἥδη ὑπαρχουσῶν μελετῶν τοῦ Ἰδιοκτήτου. Τὰ πλαίσια, ἡ ἔκτασις, ἡ φύσις καὶ αἱ λεπτομερεῖς προδιαγραφαὶ καὶ περιγραφὴ τῶν ἐν λόγῳ τεχνικῶν μελετῶν, σχεδίων καὶ σχεδιαγραμμάτων, καθὼς καὶ τὸ ὑπὸ τοῦ Ἀναδόχου χρησιμοποιηθησόμενον διοικητικόν, ἐποπτικὸν τεχνικὸν καὶ λοιπὸν προσωπικόν διὰ τὴν ἐκτέλεσιν καὶ ἐπλήρωσιν τῶν ἐν λόγῳ τεχνικῶν σχεδίων, μελετῶν καὶ σχεδιαγραμμάτων καθορίζονται καὶ διαλαμβάνονται λεπτομερῶς ἐν τῷ Παραρτήματι «Β».

2. Χρόνος περατώσεως τῆς Ὁδοῦ καὶ προτεραιότητες κατασκευῆς:

(α) Ὕπὸ τὴν ἐπιφύλαξιν τῶν ἐν ὄρῳ 26 καὶ ἐφεξῆς διατάξεων ἡ κατασκευὴ τῆς Ὁδοῦ θὰ ἐκτελῆται τμῆμα πρὸς την οὐσίαν, ἡ διάφορα ἢ ἀπαντα τὰ τμήματα ταυτοχρόνως καὶ θὰ περατωθῇ κατὰ τὴν λήξιν πέντε (5) κατ' ἀνώτατον ὄρον ἐτῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως τῆς ισχύος τῆς παρούσης Συμβάσεως.

(β) Οἰοδήποτε τῶν Συμβαλλομένων δύναται νὰ ζητήσῃ ἀπὸ τὸν ἔτερον παράτασιν χρόνου διὰ τὴν κατασκευὴν τῆς Ὁδοῦ μέχρις ἐξ μηνῶν ἀπὸ τῆς λήξεως τῆς κατὰ τὸν ἀνωτέρω πενταετίας.

(γ) Ο Ἀνάδοχος θὰ ὑποθάλῃ τῷ Ἰδιοκτήτῃ ἐγγράφως Πίνακα Προτεραιότητος εἰς τὴν σειρὰν κατασκευῆς τῶν τμημάτων τῆς Ὁδοῦ. Ο Πίναξ οὗτος Προτεραιότητος θὰ ὑποθληθῇ ἐντὸς ἐξήκοντα (60) ἡμερῶν ἀπὸ τῆς λήξιν πέντε (5) κατ' ἀνώτατον ὄρον τοὺς τεχνικοὺς προδεσμούς τῆς Ηδιοκτήτου ἐντὸς είκοσι (20) ἀφ' ἣς ὑπελθήθη ἡμερῶν.

3. Υπεργολαβία:

(α) Ο Ἀνάδοχος ὑποθεοῦται δπως ἀναθέτη εἰς τρίτους ὑπεργολάθους τὴν κατασκευὴν τῶν καθ' ἔκαστα τμημάτων τοῦ διὰ τῆς Συμβάσεως ἀναληφθέντος παρ' αὐτοῦ ὄργου, κατόπιν διεθνῶν μειοδοτικῶν διαγωνισμῶν διεξαγομένων κατὰ τὰ εἰδικώτερον ἐν παραγράφῳ (α) τοῦ ὄρον 13 τοῦ παρόντος ὄριζόμενα, ὑπέχει δὲ ἐναντι τοῦ Ἰδιοκτήτου πλήρη καὶ ἀκεραίαν τὴν εὐδύνην διὰ τὴν καλὴν καὶ σύμφωνον πρὸς τοὺς δρους τῆς Συμβάσεως ἀπόκειται εἰς τὴν ἔγχρισιν τοῦ Ἰδιοκτήτου ἐντὸς είκοσι (20) ἀφ' ἣς ὑπελθήθη ἡμερῶν.

3. Υπεργολαβία:

(α) Ο Ἀνάδοχος ὑποθεοῦται δπως ἀναθέτη εἰς τρίτους οἰοδήποτες τὴν κατασκευὴν τῶν καθ' ἔκαστα τμημάτων τοῦ διὰ τῆς Συμβάσεως ἀναληφθέντος παρ' αὐτοῦ ὄργου, κατόπιν διεθνῶν μειοδοτικῶν διαγωνισμῶν διεξαγομένων κατὰ τὰ εἰδικώτερον ἐν παραγράφῳ (α) τοῦ ὄρον 13 τοῦ παρόντος ὄριζόμενα, ὑπέχει δὲ ἐναντι τοῦ Ἰδιοκτήτου πλήρη καὶ ἀκεραίαν τὴν εὐδύνην διὰ τὴν καλὴν καὶ σύμφωνον πρὸς τοὺς δρους τῆς Συμβάσεως ἀπόκειται εἰς τὴν προτεραιότητον τοιαύτης ὑπεργολαβίας.

4. Επίθεψις καὶ Διοίκησις:

(α) Ο Ἀνάδοχος ὑποχρεοῦται νὰ ἐνεργῇ τὴν ἐπίθεψιν πάσης ἔργασίας κατασκευῆς ἀπέτελουμένης παρ' οἰοδήποτε τῶν ὑπεργολάθων, ἐνεργῶν ὡς ὑπελθόντος ἐναντι τοῦ Ἰδιοκτήτου καὶ συμφώνων πρὸς τὰς ὀδηγίας αὐτοῦ ἐν σχέσει μὲ τὴν ἔγχρισιν καὶ ἐπίθεψιν τῶν διαφόρων ἐργασιῶν καὶ σταδίων κατασκευῆς καθ' ἀρίζεται ἐν τῇ παρούσῃ συμβάσει.

(β) Ο Ἀνάδοχος θὰ ἐξασκῇ τὰ ἀπαιτουμένα διοικητικὰ καθήκοντά του ἐν σχέσει μὲ τὰς δυνάμεις τῆς παρούσης ἀνε-

11. "Αδειαι: Έργασίας:

Ό 'Ιδιοκτήτης θὰ ἐνεργήσῃ διὰ τὴν ἔκδοσιν πασῶν τῶν ἀπαιτουμένων ἀδειῶν ἐργασίας δι' ἅπαν τὸ ἀλλοδαπὸν προσωπικὸν τοῦ 'Αναδόχου ἐν τῇ ἀκτασκευῇ τῆς 'Οδοῦ.

12. Συμφωνία Δολλαρίου:

Η παροῦσα σύμβασις εἶναι σύμβασις Δολλαρίου Η.Π.Α. ἀπαντά δὲ τὰ δυνάμεις ταύτης πληρωτέα ποσὰ θὰ ἐκφράζωνται εἰς Δολλάρια Η.Π.Α. Κατὰ ταῦτα, πάντες οἱ ὑπολογισμοὶ πληρωμῆς εἰς τὸν 'Αναδόχον θὰ ἐνεργοῦνται εἰς Δολλάρια Η.Π.Α., καθ' ἥν δὲ ἔκτασιν, κατὰ τὰ ἐφαξῆς δριζόμενα, ἡθελεν ἐνεργηθῆν πληρωμὴ εἰς τὸν 'Αναδόχον εἰς δραχμάς. ἡ τοιούτη πληρωμὴ θὰ ἐνεργῆται διὰ τῆς πληρωμῆς εἰς τὸν 'Αναδόχον πασῶν δραχμῶν τούς πρὸς τὸ ποσὸν Δολλαρίων οὕτω ἐξοφλούμενον εἰς δραχμὰς κατὰ τὴν ἀνωτέραν ἴσχυον τιμὴν ἀγορᾶς συνελλάγματος Δολλαρίου κατὰ τὴν ἡλέκτρην πληρωμῆς τοῦ 'Αναδόχου ἥ, κατὰ πάταν εἰδικήν περίπτωσιν, καθ' ἥν ἡμέραν εἰδικῶς ἐν τῇ παρούσῃ δριζέται διὰ πᾶσαν τοιαύτην περίπτωσιν, κατὰ τὴν ἐπίσημον τιμὴν τῆς Τραπέζης 'Ελλάδος.

13. Υπεργολαχεικὴ Ἐκτέλεσις τοῦ "Εργοῦ:

α) Μετὰ τὴν ἔγκρισιν τῶν σχεδίων καὶ τῶν τεχνικῶν προδιαγραφῶν οἰουδήποτε τμήματος τῆς 'Οδοῦ ὑπὸ τοῦ 'Ιδιοκτήτου, ὁ 'Αναδόχος ὑποχρεοῦται νὰ προθῇ τὸ ταχύτερον δυνατὸν καὶ συμφώνως πρὸς τὸ ἐγκεκριμένον πρόγραμμα ἐργασίῶν. διὰ διεθνῶν μειοδοτικῶν διαγωνισμῶν εἰς τὴν ληψίν προσφορῶν παρ' Ἑλλήνων καὶ Ἀλλοδαπῶν ἐργολάβων ἐγγεγραμμένων εἰς ἐγκεκριμένον κατάλογον, διὰ τὴν κατασκευὴν τῆς 'Οδοῦ 'Ηγουμενίτσης—Τουρκικῆς Μεδορίου κατὰ τμήματα ἥ ἐνιαίως καὶ νὰ προτείνῃ εἰς τὸν 'Ιδιοκτήτην τὴν καταλληλοτέραν καὶ συμφεροτέραν προσφοράν. Μετὰ τὴν ἀπαραίτητον ἔγκρισιν τῆς τοιαύτης προσφορᾶς ὑπὸ τοῦ 'Ιδιοκτήτου, παρεχομένην ἐντὸς 25 ἡμερῶν ἀπὸ τῆς εἰς αὐτὸν ὑποβολῆς τῶν οἰκείων προτροφῶν, ὁ 'Αναδόχος θὰ προχωρήῃ εἰς τὴν ὑπεργολαχεικὴν ἀνάθεσιν τῆς ἐργασίας, κατόπιν συμφωνίας μετὰ τοῦ 'Ιδιοκτήτου καὶ ἐντὸς τῶν πλαισίων τῆς τεχνικῆς μελέτης καὶ τῶν προδιαγραφῶν καὶ τῶν δρων τῆς παρούσης Συμβάσεως.

β) Η κατὰ τὴν παράγραφον (γ) τοῦ δρου 29 τοῦ παρόντος προβλεπομένη ὁμοιότητο τοῦ 'Αναδόχου ἐκ ποσοστοῦ ἐξ τοῖς ἔκατὸν (60) ἐπὶ τοῦ κατὰ τὴν παράγραφον (α) τοῦ δέκατου 29 «Ολικοῦ Τυμήματος». θὰ καταβάλλεται εἰς τὸν 'Αναδόχον ταύτοχρόνως μὲ τὴν πιστοποίησιν ἐκάστου ὑποβαλλομένου εἰς τὸν 'Ιδιοκτήτην μηνιαίου λογαριασμοῦ, ὑπολογιζομένη ἐπὶ τῆς ἀξίας τῆς ἀντιστοίχως πιστοποιουμένης ἐργασίας.

14. Διαχυμάνσεις Τιμῶν:

α) Αἱ κατὰ τὴν παροῦσαν σύμβασιν διατιμήσεις καὶ τιμαὶ μονάδος τῶν ὑπεργολάβων καὶ αἱ ὑπὸ τοῦ 'Ιδιοκτήτου πρὸς τὸν 'Αναδόχον ὄφειλόμεναι ἀντίστοιχοι ταύταις καταβολαὶ θὰ ὑπόκεινται εἰς αὐξομειώσεις κατὰ τὰς διατάξεις τοῦ Νόμου 1489(65) (Φ.Ε.Κ. Α)243(65). ὡς τροποποιηθεῖς διὲ τοῦ Α. Ν. 442(68) (Φ.Ε.Κ. Α)127(68) ἵσχεις νῦν καὶ τῶν πρὸς ἔκτελεσιν τοῦ τελευταίου ἐκδιδούμενων Β. Διαταγμάτων. Πρὸς ἥρσιν πάσης ἀμφιβολίας ῥητῶς συμφωνεῖται. διὲ αἱ διατάξεις τοῦ ἀνωτέρω Νόμου θὰ ἔχωσιν ἐφαρμογὴν ἐν προκειμένῳ ὡς εἰς ρητῶς καὶ εἰδικῶς ἐνσωματωμέναι εἰς τὴν παροῦσαν Σύμβασιν, ἀνεξαρτήτως ἀν δὲ Νόμος οὕτος ἡθελεν εἰς τὸ μέλλον ἀκυρωθῆν. καταργηθῆν ἥ τροποποιηθῆ.

β) Εἳν μετὰ τὴν ἔναρξιν τῆς ισχύος τῆς παρούσης συμβάσεως ἥ ἐφαρμογὴ οἰουδήποτε Νόμου, νομοθετήματος ἥ διατάξεως ἐν 'Ελλάδι ἡθελεν καθ' οἰουδήποτε τρόπον, ἀμέσως ἥ ἐμμέσως, καταστῆ ὑποχρεωτικὴ ἐπὶ τῆς παρούσης συμβάσεως. ὁ 'Ιδιοκτήτης ὑποχρεοῦται δημοσίᾳ ἀποδημίᾳ τὸν 'Αναδόχον διὰ πᾶσαν καθαρὰν πρόσθετον ἐπιβάρυνσιν ἥν ἡθελεν ὑποστῆ ὁ 'Αναδόχος ἐκ τῆς ἐφαρμογῆς ταύτης.

15. 'Εργασίας μὴ καλυπτόμεναι ὑπὸ τιμῶν μονάδος:

Εἰς τὴν περίπτωσιν καθ' ἥν κατὰ τὴν τεχνικὴν μελέτην οἰουδήποτε τμήματος τῆς 'Οδοῦ, ωρισμέναι ἐργασίαι εἰς τὸ

οἰουδήποτε τοιοῦτον τμῆμα δὲν καλύπτονται ὑπὸ τῶν διατιμήσεων καὶ τιμῶν μονάδος τοῦ σχετικοῦ Πίνακος προσφορᾶς τοῦ ὑπεργολάβου, ἥ εἰς τὸν 'Αναδόχον καταβλητέα τιμὴ διὰ τοιαύτας μὴ καλυπτομένας ἐργασίας θὰ καθορισθῇ ὑπὸ τοῦ 'Ιδιοκτήτου κατ' ἀντικειμενικὴν ἐκτίμησιν βασιζομένην ἐπὶ παρεμφερῶν διατιμήσεων καὶ τιμῶν μονάδος. 'Ο 'Αναδόχος δύναται νὰ παραπέμπῃ πᾶσαν τοιαύτην ὑπὸ τοῦ 'Ιδιοκτήτου καθορισμησμένην τιμὴν εἰς διατιησίαν καθ' ἥ δρίζεται κατωτέρω.

16. 'Εφ' ἀπαξ ποσὸν κατὰ μῆνα:

Δι' ἔκαστον τμῆμα τῆς 'Οδοῦ θὰ καθορισθῇ ἐπὶ τῇ δάσει τῶν ἐγκεκριμένων διὰ τὸ τμῆμα τοῦτο τεχνικῶν σχέδιων καὶ προδιαγραφῶν καὶ διατιμήσεων καὶ τιμῶν μονάδος ἔτι δὲ καὶ τῶν κατὰ τὴν προηγουμένην παράγραφον ἐκτιμήσεων διὰ τὸ περὶ οὗ τμῆμα, ἐν ποσὸν ἐφ' ἀπαξ εἰς Δολλάρια Η.Π.Α. διόρει θὰ ἀποτελῇ τὸ ὑπὸ τοῦ 'Ιδιοκτήτου πρὸς τὸν 'Αναδόχον ὀφειλόμενον ποσὸν διὰ τὴν κατασκευὴν τοῦ ἐν λόγῳ τμήματος τῆς 'Οδοῦ. 'Εκαστον τοιοῦτον ἐφ' ἀπαξ ποσὸν καλεῖται ἐφεξῆς 'Εφ' "Απαξ Τυμήματος". Εάν δημα τῷ πέρατι τῆς κατασκευῆς οἰουδήποτε τμήματος ἡθελε διαπιστωθῆ διὲ καὶ ἐπιτελεσθεῖσαι ἐργασίαι κατασκευῆς τοῦ ἐν λόγῳ τμήματος ἐνηργηθῆσαν καθ' ὑπέρθασιν εἰς μίαν ἥ πλειόνας κατηγορίας ἥ ἡσαν ὀλιγωτέραι τῶν ὀριζομένων ἐν τῷ ἐγκεκριμένῳ τεχνικῷ σχέδιῳ τοῦ περὶ οὗ τμῆματος, τότε τὸ σχετικὸν «Ἐφ' "Απαξ Τυμήματος» θὰ αὐξηθῇ ἥ μειον, καθ' ἥ ἀπαιτεῖται ἐκάστοτε, κατὰ τὸ ἀπαιτούμενον ποσὸν πρὸς τὸν ἐξισωσιν τῶν ἐπὶ πλέον ἥ ἔλαττον ἐργασιῶν. Τὰ τοιαύτα προστιθέμενα ἥ ἀφαιρούμενα ποσὰ ἐκ τοῦ «Ἐφ' "Απαξ Τυμήματος» θὰ καθορισθῶσιν καὶ ταῦτα κατὰ τὰς διατιμήσεις καὶ τιμᾶς τῆς προσφορᾶς τῶν ὑπεργολάβων καὶ κατὰ τὰς ἐν παραγράφῳ 15 ἀνωτέρω ἐκτιμήσεις. Ομοίως τὸ «Ἐφ' "Απαξ Τυμήματος» αὐξάνεται ἥ μειοῦται, ἀναλόγως τῆς περιπτώσεως ἐκάστοτε, κατὰ τὰ ἐν δρῳ 14 τῆς παρούσης ὀριζόμενα.

17. Μηνιαῖοι Λογαριασμοί:

α) Ο 'Αναδόχος θὰ ὑποβάλῃ εἰς τὸν 'Ιδιοκτήτην, ἐντὸς τοῦ πρώτου δεκαημέρου ἐκάστου μηνός, λογαριασμὸν ἐργασίας ἐκτελεσθεῖσης εἰς ώρισμένον τμῆμα τῆς 'Οδοῦ κατὰ τὸν προγόμενον μῆνα. 'Εκαστος μηνιαίος λογαριασμὸς δι' ἐκτελεσθεῖσαν ἐργασίαν θὰ παρουσιάζῃ ἀνακεφαλαιωτικῶς τὴν ἐκτεσθεῖσαν ἐργασίαν μέχρι τέλους τοῦ δι' διὸ ὑποβάλλεται μηνὸς ἐν ἀναλογίᾳ πρὸς τὸ συνολικὸν ποσὸν ἐργασίας ἐν τῷ τμήματι συμφώνως μὲ τὸ ἐγκεκριμένον τεχνικὸν σχέδιον τούτου (ἥ τοιαύτη ἀναλογία καλεῖται ἐφεξῆς «'Αναλογία 'Εκτελέσεως Τυμήματος»). Τὸ ποσὸν ἐκάστου μηνιαίου λογαριασμοῦ θὰ ἐκφράζεται εἰς Δολλάρια Η.Π.Α.

β) Διὰ τὸν εὐχερῆ καθορισμὸν τῆς «'Αναλογίας 'Εκτελέσεως Τυμήματος», ὁ 'Αναδόχος θὰ ὑποβάλῃ εἰς τὸν 'Ιδιοκτήτην ἀνάλυσιν ἐκάστου «Ἐφ' "Απαξ Τυμήματος», καθ' ἥ ἀπειπτεῖται ἐκάστοτε ἀπὸ πότεψεως τρόπου καὶ λεπτομερεῖσι.

18. Εγκρίσεις μηνιαίων Λογαριασμῶν:

α) Εἰντὸς δέκα πέντε (15) ἡμερῶν ἀπὸ τῆς παρὰ τοῦ 'Ιδιοκτήτου λήψεως τοῦ μηνιαίου λογαριασμοῦ τοῦ 'Αναδόχου συνοδευομένου ὑπὸ πλήρων στοιχείων, ὁ 'Ιδιοκτήτης θὰ προθῇ εἰς τὴν τελικὴν ἔγκρισιν ἥ τροποποίησιν τοῦ τοιούτου λογαριασμοῦ καὶ θὰ μεταβιβάσῃ τοῦτον ὡς τελικῶς ἐνεκρίθη ἥ ἐτροποποιήθη παρὰ αὐτοῦ εἰς τὸν 'Αναδόχον.

β) Εἰς περίπτωσιν μὴ ἐγκρίσεως παρὰ τοῦ 'Ιδιοκτήτου ἐνὸς μηνιαίου λογαριασμοῦ τοῦ 'Αναδόχου, καθ' ἥν ἔκτασιν κρίνει τοῦτο ὁρίῳ δὲν ὁ 'Ιδιοκτήτης, ἐντὸς τῆς ἀνωτέρω προθεμαίσας, δὲ τοιοῦτος μηνιαίος λογαριασμὸς θεωρεῖται προσωριώς ἐγκριθεῖσες ὑπὸ τοῦ 'Ιδιοκτήτου ἀπὸ πάσης ἡμέρας, πλὴν δημοσίᾳ τοῦτο οὐδὲματος θὰ παραβλάπτῃ τὸ δικαιώματος τοῦ 'Ιδιοκτήτου δημοσίᾳ ἀναθεωρήσῃ τὸ ποσὸν τοῦ ἐν λόγῳ μηνιαίου λογαριασμοῦ ἐντὸς τῶν πλαισίων τοῦ ἀνακεφαλαιωτικοῦ λογαριασμοῦ τοῦ ἐπομένου μηνός.

γ) Αἱ πληρωμαὶ τοῦ ἐγκριθεῖσας ποσοῦ ἐκάστου μηνιαίου λογαριασμοῦ μείον κρατήσεως διὰ τὴν ἐξόφλησην τῆς κατωτέρω ἀναφερομένης προκαταβολῆς. θὰ ἐνεργοῦνται παρὰ τοῦ 'Ιδιοκτήτου πρὸς τὸν 'Αναδόχον κατὰ τὸν κατωτέρω ὀρι-

κῶν όμολόγων Κεφαλαίου τε καὶ Τόκου κατὰ τὴν ἡμέραν λῆξεως αὐτῶν θὰ εἴναι ἡγγυημένη.

β) 'Ο Ιδιοκτήτης ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως παράσχῃ ἡγγυήσεις Ἐμπορικῶν Τραπέζων ἐν Ἐλλάδι τυγχανούσῶν τῆς ἐγκρίσεως τοῦ Ἀναδόχου ἢ καὶ ἡγγυήσεις τῆς Ε.Τ.Β.Α. διὰ τὰ πρῶτα χρεωστικὰ ὄμολογα ποσοῦ 40.000.000 δολαρίων ἥπατα τῆς παρούσης συμβάσεως. Μετὰ ταῦτα τὰ χρεωστικὰ ὄμολογα θὰ ἡγγυῶνται ὑπὸ τῶν ὡς ἥπατα τῆς Τραπέζων ταυτοχρόνως μὲ τὴν ἀποδέσμευσιν χύτων ὑπὸ τῆς Τραπέζης εἰς ἣν εὑρίσκονται παρακατατεθμημένα ὑπὲρ τοῦ Ἀναδόχου καὶ συμφώνως μὲ τὰς ἀνεκκλήτους ὁδηγίας καὶ ὑπὸ τὴν προϋπόθεσιν διε ἡγκεκριμέναις δαπάναις δι' ἔργον δολλ. 40.000.000 ἔχουν ἥδη ἐκτελεσθῆ.

22. Παρακατάθεσις ὑπὸ δρους:

"Ἀπαντα τὰ χρεωστικὰ ὄμολογα τὰ ἀναφερόμενα εἰς τὸ ὑπόλοιπον τῆς ἐν δρῷ 20 (γ) πιστώσεως θὰ παραδίδωνται ἐν παρακαταθήσει εἰς τὴν Τράπεζαν UNION BANK τῆς Ἐλλειτίας, μετ' ἀνεκκλήτων ὁδηγιῶν τοῦ Ἰδιοκτήτου καὶ Ἀναδόχου πρὸς τὴν Τράπεζαν, συμφώνως πρὸς τὸ κείμενον διε προσχρήταται ὑπὸ τὸν ἀριθμὸν 2 εἰς τὴν Συγγραφὴν Εἰδικῶν "Ὀρων. Ἡ κατάθεσις καὶ παράδοσις εἰς τὴν ἐν λόγῳ Τράπεζαν τῶν ἐν λόγῳ χρεωστικῶν ὄμολόγων καὶ ἀνεκκλήτων ὁδηγιῶν ὡς ἀνωτέρω θὰ ἐνεργηθῇ οὐχὶ πέραν τῶν 30 ἡμερῶν ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

23. Ἀπαλλαγὴ χρεωστικῶν ὄμολόγων ἐκ παρακαταθέσεως:

α) Ἡ Τράπεζα θὰ προθῇ εἰς τὴν ἀπαλλαγὴν τῶν κατατεθέντων παρ' αὐτῇ χρεωστικῶν ὄμολόγων Κεφαλαίου συμφώνως πρὸς τοὺς δρους τῶν Ἰσθμείων αὐτῇ ἀνεκκλήτων ὁδηγιῶν κατὰ τὰς διατάξεις τοῦ δρου 22 τῆς παρούσης.

β) Οὐδεμία δύναται νὰ γίνῃ ἀναπροσαρμογὴ εἰς τὴν ἀπαλλαγὴν τῶν ὑπὸ τῆς Τραπέζης κατεχούμενων ἐν παρακαταθέσει χρεωστικῶν ὄμολόγων παρ', οἰστόποτε τῶν ὥστε συμβαλλούμενων ἐν σχέσει μὲ τὰς πρώτας δύο «Γριμηνιάκις Ἡμερομηνίας» ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως. Μετὰ ταῦτα, ἐὰν μέχρι τὴν δεκάτην πρὸ τῆς «Τριμηνίας Ἡμερομηνίας» ἡμέραν ἥδελε διαπιστωθῇ διε τὸ συνολικὸν σωρευτικὸν ποσὸν τοῦ 70 τοῖς ἑκατὸν τῶν ὀφειλούμενων ποσῶν εἰς τὸν Ἀναδόχον, συμφώνως πρὸς ἐκγριθέντας μηνιαίους λογαριασμούς, ὑπερβαίνεις ἢ εἴναι ἐπὶ ἔλαττον κατὰ 5 τοῖς ἑκατὸν ἀπὸ τὴν συνολικὴν ὄνομαστικὴν ἀξίαν τῶν χρεωστικῶν ὄμολόγων Κεφαλαίου ἀποδέσμευμάντων πρὸ τῆς τοιαύτης δεκάτης ἡμέρας παρὰ τῆς Τραπέζης ὑπὲρ τοῦ Ἀναδόχου (καλούμενης ἐφεξῆς τοῦ συνόλου τῆς τοιαύτης καὶ) ὑπέρβασιν ἢ ἐπὶ ἔλαττον ἀναλογίας ἢ «Διαφορῶν», τότε θὰ κοινοποιηθῇ εἰς τὴν Τράπεζαν Εἰδοποίησις Ἐπιβραδύνσεως ἢ Ἐπιταχύνσεως, καθ' ἀπαιτεῖται ἐκάστοτε, συμφώνως πρὸς τοὺς δρους τῶν ἀνεκκλήτων ὡς ὁ ἀνωτέρω δρος 22 ὁδηγιῶν. Ἰνα ἐπιβραδύνῃ ἢ ἐπιταχύνῃ ἀναλογίας τῆς περιπτώσεως, τὴν ἀποδέσμευσιν ὑπὲρ τοῦ Ἀναδόχου τῶν χρεωστικῶν ὄμολόγων Κεφαλαίου τοῦ ὅποιους ἡ συνολικὴ ὄνομαστικὴ ἀξία εἴναι ἵση πρὸς τὸ ποσὸν τῆς Διαφορᾶς. Εἰς τὸ συνολικὸν σωρευτικὸν ποσὸν τοῦ 70% τῶν ὀφειλούμενων ποσῶν εἰς τὸν Ἀναδόχον συμφώνως πρὸς τοὺς ἐγκριθέντας μηνιαίους λογαριασμούς διὰ τὴν ἔξεύρεσιν τῆς διαφορᾶς θὰ προστίθεται καὶ ἡ ἀξία τοῦ ὑπὸ τοῦ Ἀναδόχου κατὰ τὸ πρόγραμμα εἰσαχθέντος μηχανικοῦ ἔξοπλισμοῦ, κατὰ τὸ ὅρθρον 8 τῆς παρούσης συμβάσεως, ὑπὸ τὴν προϋπόθεσιν διε οὗτος ἔχει ἀγορασθῇ ὑπὸ τοῦ Ἀναδόχου καὶ ἔχει κατὰ κυριότητα μεταβιβασθῇ εἰς τὸν Ἰδιοκτήτην καὶ καθ' ὃ ποσὸν δὲν ἔχει περιληφθῇ εἰς τοὺς προηγουμένους μηνιαίους λογαριασμούς τοὺς λαμβανομένους ὑπ' ὅψιν διὰ τὴν ἔξεύρεσιν τῆς διαφορᾶς. Ἐκάστη τοιαύτη εἰδοποίησις Ἐπιβραδύνσεως ἢ Ἐπιταχύνσεως θὰ κοινοποιηθῇ τῇ Τραπέζῃ ἐντὸς τῶν 10 ἡμερῶν πρὸ τῆς ἐν λόγῳ «Τριμηνίας Ἡμερομηνίας», δι' ἣν ἐγένετο ὁ λογαριασμός. Ἐκάστη τοιαύτη εἰδοποίησις Ἐπιβραδύνσεως ἢ Ἐπιταχύνσεως θὰ ὑπογράφηται παρ' ἀμφοτέρων τῶν συμβαλλούμενων. Εἰς περίπτωσιν καθ' ἣν οἱ συμβαλλόμενοι δὲν συμφωνήσουν διὰ τὴν εἰδοποίησιν Ἐπιβραδύνσεως ἢ Ἐπιταχύνσεως, ἀναλογίας τῆς περιπτώσεως, ἐκάστος τούτων δύ-

ναται νὰ παραπέμψῃ τὸ ζήτημα εἰς τὴν ἀποκλειστικὴν ἀπόφασιν τοῦ Διοικητοῦ τῆς Τραπέζης Ἐλλάδος δοτις δύναται νὰ ὑπογράψῃ μόνος πᾶσαν τοιαύτην εἰδοποίησιν Ἐπιβραδύνσεως ἢ Ἐπιταχύνσεως ὑπὸσθητοῦ τῆς Τραπέζης Ἐλλάδος οὐδαμῶς παραβλήπτει τὸ δικαίωμα οἰουδήποτε τῶν συμβαλλούμενων δικαίωμας παραπέμψῃ τὸ ζήτημα τοῦ σωρευτικοῦ ποσοῦ τῶν λογαριασμῶν ἐφ' ὧν ἐγένετο ὁ ἀνωτέρω ὑπολογισμὸς εἰς Διαιτησίαν συμφώνως πρὸς τοὺς δρους τῆς παρούσης συμβάσεως. Μέχρις δημοσίευσης τῆς τελικῆς ἐκδικάσεως τοῦ ζητήματος ἐν Διαιτησίᾳ, ἢ ἀπόφασις τοῦ Διοικητοῦ Τραπέζης Ἐλλάδος θὰ ισχύῃ ἐν σχέσει μὲ πᾶσαν ὑπὸσθητοῦ τῆς εἰδοποίησιν Ἐπιβραδύνσεως ἢ Ἐπιταχύνσεως.

γ) Εἰς περίπτωσιν καθ' ἣν ἡ Τράπεζα ηδελε παραδώσῃ κατόπιν εἰδοποιησεως Ἐπιβραδύνσεως ἢ Ἐπιταχύνσεως, ἀναλογίας τῆς περιπτώσεως ἐκάστοτε, οἰαδήποτε χρεωστικὰ ὄμολογα Κεφαλαίου εἰς τὸν Ἀναδόχον μετὰ ἢ πρὸ τῆς ἡμερομηνίας τῆς ὁρισθείσης ἀρχικῶς διὰ τὴν ἀπαλλαγὴν τοῦ τοιούτου γρεωστικοῦ ὄμολογου Κεφαλαίου εἰς τὰς ἀνεκκλήτους πρὸς τὴν Τράπεζαν ὅδηγίας, τότε θὰ ἐνεργηθῇ ἀναπροσαρμογὴ τόκου ὑπὲρ τοῦ Ἰδιοκτήτου εἰς τὴν πρώτην περίπτωσιν, ἢ ὑπὲρ τοῦ Ἀναδόχου ἐν τῇ τελευταίᾳ περίπτωσι. Ἡ προσαρμογὴ ἐνεργηθῇ διε τοῦ σχέσει μὲ τὸ Κεφάλαιον τοῦ χρεωστικοῦ ὄμολογου Κεφαλαίου πρὸς 6,35 τοῖς ἑκατὸν ἐτησίως ἐν σχέσει μὲ τὴν περίοδον μεταξὺ τῆς ἀρχικῆς ἡμερομηνίας ἀπαλλαγῆς τοῦ τοιούτου χρεωστικοῦ ὄμολογου Κεφαλαίου καὶ τῆς πραγματικῆς ἡμερομηνίας καθ' ἣν ἐγένετο ἢ ἀπαλλαγὴ τούτου.

24. Ἐγγύησις ἐκτελέσεως, Προκαταβολή, Ἀπαλλαγὴ χρεωστικοῦ ὄμολογου καὶ Δάνειον πρὸς Ἰδιοκτήτην:

α) Τὴν 20ὴν ἡμέραν ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης συμβάσεως ἢ καθ' οἰστόποτε ἡμέραν πρὸ τῆς ἐνάρξεως ταύτης καὶ παρὰ τῶν συμβαλλούμενων συμφωνηθησμένην, θὰ ἐνεργηθῇ συγχρόνως τὰ κάτωθι:

ι) Διὰ τὴν δύναμιν τῆς παρούσης συμβάσεως καλὴν ἐκτέλεσιν ἀπασῶν τῶν ἐξ αὐτῆς ἀναλαμβανομένων ὑποχρεώσεων τοῦ Ἀναδόχου, οὗτος θὰ παραδώσῃ εἰς τὸν Ἰδιοκτήτην ἐγγύησιν ἐπιστολὴν Τραπέζης, τῆς ἐγκρίσεως τοῦ Ἰδιοκτήτου, διὰ τὸ ποσὸν τῶν 7.500.000 δολαρίων Η.Π.Α. κατὰ τὸ σχέδιον διε πεισυνάπτεται ὡς ὑπόδειγμα ὑπ' ἀριθ. 1 τῶν εἰδικῶν Παραρτημάτων τῆς παρούσης.

Τὸ ποσὸν τῆς ἐν λόγῳ ἐγγύησεως θὰ μειοῦται κατὰ τὸν κάτωθι: τρόπον:

Μετὰ τὴν ὑπὸ τοῦ Ἰδιοκτήτου ἐγκρίσιν τῆς προσφορᾶς ἐκάστου ὑπεργολάβου κατὰ τὰ ὄριζόμενα εἰς τὴν παράγραφον (α) τοῦ ἅρθρου 13 τοῦ παρόντος καὶ τὴν ἐν συνεχείᾳ ἀνάθεσιν εἰς αὐτὸν τοῦ ἔργου ὁ Ἰδιοκτήτης θὰ προσθίνῃ εἰς μείωσιν τοῦ ποσοῦ τῆς ἐγγύησεως τοῦ Ἀναδόχου κατὰ τὸ ποσὸν τῆς παρασχεθείσης ἐγγύησεως παρ' ἐκάστου ὑπεργολάβου, μέχρις οὐδὲ ἐγγύησις τοῦ ἀναδόχου θὰ μειωθῇ εἰς τὸ ποσὸν τῶν 3.500.000 δολαρίων Η.Π.Α.

'Απὸ τοῦ ποσοῦ τούτου καὶ ἐφεξῆς ἢ ἐγγύησις τοῦ ἀναδόχου θὰ μειοῦται βάσει τοῦ ποσοῦ τῆς ἐξ αὐτοῦ ἐξωτερικοῦ χρηματοδοτησεως τοῦ ἔργου ὡς ἔξης:

Δι' ἔκαστον διατιθέμενον ποσὸν 9.000.000 δολαρίων Η.Π.Α., ὑπὸ τοῦ Ἀναδόχου διὰ γρηγυρατοδότησιν τοῦ ἔργου τὸ ἐκάστοτε ὑπόλοιπον τῆς Τραπέζης Ἐλλάδος καὶ τὴν ἐν συνεχείᾳ ἀνάθεσιν εἰς αὐτὸν τοῦ ἔργου ὁ Ἰδιοκτήτης προσθίνει εἰς μείωσιν τοῦ ποσοῦ τῆς ἐγγύησεως τοῦ Ἀναδόχου κατὰ τὸ ποσὸν τῆς παρασχεθείσης ἐγγύησεως παρ' ἐκάστου ὑπεργολάβου, μέχρις οὐδὲ τοῦ ἔργου ὁ Ἀναδόχος θὰ μειωθῇ εἰς τὸ ποσὸν τῶν 500.000 δολαρίων Η.Π.Α.

Τὸ αὐτὸν ἀπομένον ὑπόλοιπον θὰ ἐπιστραφῇ εἰς τὸν Ἀναδόχον μετὰ τὸ πέρας τῆς συμβάσεως καὶ τὴν ὄλοσσην ἐκπλήρωσιν τῶν ἐν τῆς συμβάσεως ὑφισταμένων εἰσέτι ὑποχρεώσεων τοῦ Ἀναδόχου.

‘Η έγγυήσις τῶν 7.500.000 δολαρίων Η.Π.Α. τοῦ Ἀναδόχου ἡ τὸ ἐκάστοτε ἀπομένον ὑπόλοιπον αὐτῆς θὰ καταπίπτῃ ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου, ἐντὸς 15 ἡμερῶν καὶ ἀνευ ἐπιφυλάξεως τῆς Τραπέζης ἀπὸ τῆς λήψεως εἰδοποιήσεως ὑπογεγραμμένης ὑπὸ τοῦ Ὑπουργοῦ τοῦ Συντονισμοῦ καὶ περι-εγύσης τοὺς λόγους δι’ οὓς ζητεῖται ἡ πληρωμή.

‘Η ὑποχρέωσις τοῦ Ἀναδόχου νὰ παρέχῃ τὰς ὡς ἄνω ἔγγυή-σεις τῶν ὑπεργολάθων ἔξικνεῖται μέχρι τῆς συμπληρώσεως ὑπὸ τῶν ὑπεργολάθων κατὰ τὴν ὡς ἄνω διαδικασίαν τοῦ ποσοῦ τῶν 7.500.00 δολαρίων Η.Π.Α. μὴ ἐπηρεαζομένης τῆς ὑπο-χρεώσεως ταύτης ἐκ τῆς κατὰ τὰ προηγούμενα ἀλλοίας ρυ-θμίσεως τῆς ἐκ ποσοῦ 3.500.000 δολαρίων Η.Π.Α. ἔγγυή-σεως τοῦ ἔργολάθου.

Τὸ ποσοστὸν τῆς ἔγγυήσεως τοῦ ὑπεργολάθου δὲν δύναται νὰ ὑπερβῇ τὸ 5ο) τοῦ συνολικοῦ ποσοῦ τῆς ὑπεργολαθίας του.

ii) Αἱ ἔγγυήσεις τῶν ὑπεργολάθων τοῦ Ἀναδόχου θὰ ἀπευ-θύνωνται πρὸς τὸν Ἰδιοκτήτην καὶ πρὸς τὸν Ἀνά-δοχον, ἔναντι ἐκάστου τῶν ὅποιων θὰ εὐθύνεται εἰς δόλοκληρον ἔκαστος ἔγγυητής, θὰ ἀποτελοῦν δὲ διὰ τὸν Ἰδιοκτήτην πλήρη ἔγγυήσιν, ὡς ἐὰν εἴχον χορηγηθῆ ἐις αὐτὸν ὑπὸ τοῦ Ἀναδόχου. Διὰ τῶν ἔγγυήσεων τῶν ὑπεργολάθων δὲν θὰ ἐπέργεται ἀπαλλαγὴ τοῦ Ἀναδόχου ἀπὸ τὰς ἐκ τῶν συμβα-τικῶν ὅρων ὑποχρεώσεις καὶ εὐθύνας του πλήν τῶν διὰ τῶν ἔγγυήσεων τούτων καλυπτομένων οἰκονομικῶν ἀποκλειστικῶν ὑποχρεώσεων τῶν ὑπεργολάθων.

iii) ‘Ο Ἰδιοκτήτης θὰ καταβάῃ εἰς τὸν Ἀνάδοχον ἐν εἴδει προκαταβολῆς τοῖς μετρητοῖς ἐν ποσὸν εἰς δραχμὰς ἵσον κατὰ τὴν ἀνωτέρων τιμὴν ἀγορᾶς συναλλάγματος δολλα-ρίου συμφώνως πρὸς τὸ ἐπίσημον δελτίον Τραπέζης Ἐλλάδος κατὰ τὴν ἡμέραν τῆς πληρωμῆς τῆς τοιαύτης προκαταβολῆς, πρὸς δολλάρια Η.Π.Α. 4.500.000 (τέσσαρα ἑκατομμύρια πεν-τακοσίας χιλιάδας), ητοι 3 τοῖς ἑκατὸν τῆς συνολικῆς ἀξίας τῆς Συμβάσεως ὑπερχρημένης εἰς δολ. Η.Π.Α. 150.000.000. ‘Η ἐν λόγῳ προκαταβολὴ θὰ κατατεθῇ εἰς τὴν Τραπέζαν τῆς Ἐλλάδος ἐπ’ ὄνοματι τῆς INTERNATIONAL CREDIT BANK τῆς Γενεύης καὶ θὰ χρησιμοποιηται ἀποκλειστικῶς διὰ πληρωμὰς σχετικὰς μὲ τὸ ἔργον τῆς παρούσης συμβάσεως τῆς διαταργῆ τοῦ Ἀναδόχου καὶ πάντοτε κατόπιν ἔγκρισεως τοῦ Ὑπουργείου Δημοσίων Ἔργων.

iv) ‘Ο Ἰδιοκτήτης θὰ παραδώσῃ εἰς τὸν Ἀνάδοχον τὰ ἔγγυητακά ὁμόλογα Κεφαλαίου δολαρίων Η.Π.Α. 15.000.000 συμφώνως τῷ ὅρῳ 20 (α) μεδ’ ἥλων τῶν σχετικῶν αὐτοῖς ἔγγυητων διαταργῶν ὁμολόγων Τόκου.

v) ‘Ο Ἀνάδοχος θὰ παραδώσῃ εἰς τὸν Ἰδιοκτήτην Ἐγγύ-ησιν Τραπέζης διὰ τὰ 15.000.000 δολαρία Η.Π.Α. ὡς ἄνω ἔγγυητων διαταργῶν κατὰ τὸ συνημμένον εἰδικὸν Παράτη-μα ὑπ’ ἀριθ. 1.

vi) ‘Ο Ἰδιοκτήτης θὰ καταθέσῃ παρὰ τῇ Τραπέζῃ τὰ ἐν δρῷ 22 ἔγγυητακά ὁμόλογα καὶ ἀνεκκλήτους ὁδηγίας, ὑπὸ τὴν ἐπιφύλαξιν δὲ τῶν ἐν δρῷ 35 (δ) ὥριζμάνων, θὰ παραδώσῃ εἰς τὸν Ἀνάδοχον τὴν ἐν δρῷ 21 ἀναφερομένην τραπεζιτι-κὴν ἡ τραπεζιτικὰς ἔγγυήσεις.

β) Κατὰ τὴν τριακοστὴν ἡμέραν ἀπὸ τῆς ἐνάρξεως τῆς ἴσχυος τῆς παρούσης συμβάσεως ἡ καθ’ οἰανδήποτε ἡμέραν πρὸ ταύτης καὶ παρὰ τῶν συμβαλλομένων συμφωνηθησούμενης. θὰ ἐνεργηθοῦν συγχρόνως τὰ κάτωτα, ητοι:

i) ‘Ο Ἀνάδοχος θὰ καταθέσῃ εἰς πίστωσιν τοῦ Ἰδιοκτή-του παρὰ τῇ Τραπέζῃ Ἐλλάδος ἐν ‘Αδήναις δι’ ἐλευθέρων χρήσιν τοῦ Ἰδιοκτήτου, ἐν ποσὸν δολ. Η.Π.Α. 7.500.000 ισου πρὸς 5 τοῖς ἑκατὸν τῆς συνολικῆς ἀξίας τῆς συμβά-σεως, ητις ὑπολογίζεται κατὰ τὴν ἀνωτέρω εἰς δολ. Η.Π.Α. 150.000.000. Τὸ οὖτον κατατεθὲν ποσὸν θὰ ἀποτελῇ δά-νειον εἰς δολαρία πρὸς τὸν Ἰδιοκτήτην καὶ θὰ ἔξιφληθῇ παρὰ τοῦ Ἰδιοκτήτου εἰς τὴν BANK OF AMERICA Νέας Υόρκης Η.Π.Α. εἰς δέκα ἰσοπόσους δόσεις ὡς κάτωτα:

aa) Αἱ τέσσαρες πρῶται δόσεις θὰ πληρωθῶσιν ἐφ’ ἀπαξ μετὰ τὴν λήξιν 2 ἑτῶν ἀπὸ τῆς ἡμέρας καταθέσεως.

bb) Αἱ ἀπομένουσαι ἔξι δόσεις θὰ καταβληθῶσιν ἀλληλο-διαδόχως ἀλλὰ ἔξιμην μετὰ ταῦτα εἰς τρόπον ὡστε ἡ πρώτη τῶν τοιούτων ἔξι δόσεων θὰ καταβληθῇ εἰς τὸ τέλος τοῦ

30οῦ μηνὸς ἀπὸ τῆς ἡμέρας καταθέσεως ἡ δὲ ἔκτη δόσης θὰ καταβληθῇ ἀμα τῇ λήξει 5 ἑτῶν ἀπὸ τῆς ἡμέρας καταθέσεως.

Tὸ ποσὸν τῶν δολαριών Η.Π.Α. 7.500.000 θὰ ἀποφέρῃ τόκον πρὸς 6,35 τοῖς ἑκατὸν ἑτησίων πληρωτέον ὡς κάτωθι:

— ‘Ο τόκος ἐν σχέσει μὲ τὸ συνολικὸν ποσὸν τῆς κατα-θέσεως διὰ τὰ πρώτα δύο ἐν παραγράφῳ (β) (i) ἀναφε-ρόμενα ἔτη θὰ πληρωθῇ ἀμα τῇ λήξει τῶν τοιούτων δύο ἑτῶν.

— Μετέπειτα ὁ τόκος διὰ τὰ ὑπόλοιπα 3 ἔτη θὰ πλη-ρωθῇ ἀλληλοδιαδόχως ἀλλὰ ἔξιμην ἐν σχέσει μὲ τὸ ἐκά-στοτε ἀνεξόριζον ὑπόλοιπον τῆς καταθέσεως, εἰς τὸ τέ-λος ἐκάστου ἔξιμην.

ii) ‘Ο Ἰδιοκτήτης θὰ παραδώσῃ εἰς τὸν Ἀνάδοχον ἡ εἰς τὴν μεσολαβοῦσαν Τραπέζαν διὰ τῆς ὥποιας τὸ ἀνωτέρω πο-σὸν τῶν δολ. 7.500.000 θὰ ἐμβαθῇ εἰς τὸν Ἰδιοκτήτην, χρεωστικὰ ὁμόλογα εἰς δολλάρια Η.Π.Α. ἐκδιδόμενα ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ἐκπροσωπουμένου ὑπὸ τοῦ Ὑπουρ-γοῦ τῶν Οἰκονομικῶν, πληρωτέα εἰς διαταγὴν τῆς ὡς ἄνω Τραπέζης, ὡς ὥριζεται ἀνωτέρω διὰ τὸ συνολικὸν ποσὸν τῶν δολλαρίων 7.500.000 πλέον τόκων ἔξι ἔξι καὶ τριάκοντα πέντε (6,35) τοῖς ἑκατὸν ἑτησίως. Τὰς ὡς ἄνω χρεωστικὰ ὁμόλογα θὰ είναι τριτεγγυημένα ἀνεῦ δρων ὑπὸ τῆς Τρα-πέζης τῆς Ἐλλάδος καὶ θὰ ἐκδοθοῦν, συμφώνως πρὸς τὸν δρους τοῦ συνημμένου εἰδικοῦ Παραρτήματος ὑπ’ ἀριθ. 4. Τὰς ὡς ἄνω χρεωστικὰ ὁμόλογα ἀπαλλάσσονται τελῶν χαρτοσήμου, θὰ είναι δὲ ἐλευθέρως μεταβιβάσιμα, ἐκχωρήσιμα καὶ ἀνταλλά-ξιμα ἀνεῦ περιορισμοῦ οἰκαδήποτε φύσεως.

25. Παραχώρησις Γαιῶν παρὰ τοῦ Ἰδιοκτήτου:

α) ‘Ο Ἰδιοκτήτης ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως δια-θέση εἰς τὸν Ἀνάδοχον καὶ δι’ ἀπαλλοτριώσεως ἐν ἀνάγκῃ πᾶσαν ἔκτασιν ἀπαιτουμένην διὰ τὴν κατασκευὴν τῆς ‘Οδοῦ, συμπεριλαμβανομένου καὶ χώρου δι’ εἰσόδου καὶ ἔξοδου ὡς ἀπαιτεῖται ἐκάστοτε διὰ τὴν κατασκευὴν τῆς ‘Οδοῦ καὶ πά-σης ἔκτασεως, διὰ κατασκηνώσεις ἐργοταξίου, πάντα δὲ δα-πάναις ἀποκλειστικῶς τοῦ Ἰδιοκτήτου καὶ κατὰ τὸν ἀπαιτού-μενον χρόνον ἵνα δύναται ὁ Ἀνάδοχος νὰ διατηρῇ τὴν πρόσ-δον τῶν ἔργασιῶν, συμφώνως πρὸς τὸν δρους τῆς παρούσης συμβάσεως.

β) ‘Ο Ἰδιοκτήτης ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως δια-θέση εἰς τὸν Ἀνάδοχον ἀπάστας τὰς ἀπαιτουμένας ἔκτασεις διὰ τὴν ἀπόρριψιν πλεονασμάτων βράχων, χωμάτων, συντριμ-μάτων δόστρωσεων κλπ. τῶν τοιούτων ἔκτασεων κειμένων εἰς ἀπόστασιν οὐχὶ μεγαλυτέρων τῶν 5 χιλιομέτρων ἀπὸ τὸν τόπον ἔκσαφῶν ἡ ἀφαιρέσεως τῶν ὑλικῶν τούτων.

26. Ἀνωτέρα Βία:

α) ‘Ο δρος ΑΝΩΤΕΡΑ BIA θὰ περιλαμβάνῃ πᾶσαν θεομηρίαν, πλημμύρας, θυέλλας, σεισμούς, ἐπιδημίας, δολιο-φθοράς, κινήματα, ἐμφύλιον πόλεμον, ἀνταρσίαν, ἐπανάστασιν, στάσιν, στρατιωτικὸν κίνημα ἡ σφετερισμὸν ἔξουσίας, πολεμι-κὰς ἐπιχειρήσεις (κεκηρυγμένου τοῦ πολέμου ἡ μὴ), εἰσδο-λήν, ἐχθροπραξίας, ἐνεργείας ἔνων ἐχθρῶν, ταραχάς, ἔξε-γέρσεις καὶ διαταραχὰς τῆς τάξεως (οὐχὶ μεταξὺ τοῦ Προ-σωπικοῦ τοῦ Ἀναδόχου), ἐν γένει δὲ πᾶν συμβάν ἔκτος τοῦ ἐλέγχου τοῦ Ἀναδόχου, ὑπὸ τὸν δρον διτὶ πᾶν τοιούτον συμβάν ὡς ἀνωτέρω, ἡθελεν ἐπηρεάσῃ τὴν ἔκτελεσιν τῶν ἔργασιῶν.

β) Πάσα καθυστέρησις ἡ ἔλλειψις συμμορφώσεως πρὸς τοὺς δρους τῆς παρούσης συμβάσεως παρ’ οἰουδήποτε τῶν συμβαλλομένων, ἔξαιρέσει τῆς ὑποχρεώσεως τοῦ Ἰδιοκτήτου διενεργείας ὁφειλομένων πληρωμῶν πρὸς τὸν Ἀνάδοχον κατὰ τὰς ὥρισμας τοῦτο τὸν δρέπανον ἐφ’ ὅσον είναι δυνατός ὁ ἔλεγχος τῶν ἔργασιῶν παρὰ τοῦ Ἐπόπτου, θὰ συγχωρεῖται ἐφ’ ὅσον προεκληθῇ ἔξι ἀνωτέρας διάσεις, ὑπὸ τὸν δρον διτὶ τὰ τοιαῦτα συμβάντα ἐπηρεάζουν τὴν ἔκτελεσιν τῶν ἔργασιῶν.

γ) ‘Ἐκν κατὰ τὴν διάρκειαν τῆς ἔκτελεσεως τῆς παρού-σης συμβάσεως ἡθελε λάβῃ χώρων συμβάν διάσεις ὡς ἐκ τοῦ σημερινοῦ τοῦ ισοπόσου διάσεις τῆς παραγράφῳ (β) (i) ἀναφε-ρόμενα ἔτη τοῦ Ἰδιοκτήτου δι’ οἰουδήποτε προκληθησομέ-νας ζημίας συνεπείᾳ τοῦ ἐν λόγῳ συμβάντος ἀνωτέρως διάσεις.

27 Ατέλειαι:

α) Ο Ιδιοκτήτης θὰ ἐνεργήσῃ διὰ τὴν ἀπαλλαγὴν τοῦ Αναδόχου καὶ οἰουδήποτε ὑπεργολάθου ἀλλοδαποῦ κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως ἐκ τῆς καταδόλης οἰωνῆποτε δασμῶν, εἰσαγωγικῶν τελῶν καὶ ἐπιβαρύνσεων ἐν γένει, εἰσαγωγικῶν φόρων, τελῶν χαρτοσήμου, τελῶν ἐν γένει, κρατήσεων, εἰσφορῶν, φόρου πολυτελείας καὶ παντὸς ἐν γένει φόρου, δικαιώματος ἢ ἀπαιτήσεως τοῦ Δημοσίου ἢ τρίτων καὶ ἐξ οἰωνῆποτε ὑποχρεωτικῶν εἰσφορῶν καὶ καταβολῶν, οἵτινες ἰσχύουν ἢ μέλλουν νὰ ἴσχυσουν ἐπὶ τοῦ ἔξιοπλισμοῦ, τῶν μηχανημάτων, ἀνταλλακτικῶν ἐργαλείων, πάσης φύσεως δημάτων, ὑλικῶν, προϊόντων ἢ ἡμικατειργασμένων προϊόντων καὶ ἐν γένει: ἐφ' οἰουδήποτε περιουσιακοῦ στοιχείου, δικαιωμάτων καὶ πραγμάτων εἰσαγορέμων ἐν Ἐλλάδι παρὰ τοῦ Αναδόχου ἐν σχέσει μὲ ἢ διὰ τὴν κατασκευὴν τῆς Ὀδοῦ.

β) Ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ἐνάρξεως τῆς ισχύος τῆς παρούσης Συμβάσεως ὁ Ιδιοκτήτης θὰ ὀργανώσῃ τὸ σύστημα διὰ τὸν ἔκτελωνισμὸν τῶν ἐν τῇ προηγούμενῃ παραγράφῳ εἰσαγωγῶν ἐν Ἐλλάδι πρὸς τὸν σκοπὸν ἐξασφαλίσεως ἐντὸς 12 ἐργασίμων ἡμερῶν κατ' ἀνώτατον δριον ἀπὸ τῆς ἡμέρας ἐκφορτώσεως εἰς οἰωνῆποτε στημεῖον εἰσόδου ἐν Ἐλλάδι τῆς παραδόσεως τούτων ἐλευθέρων διὰ τὸν τόπον τοῦ προορισμοῦ των. Συμφωνεῖται ὅτι καθ' ἥν ἔκτασιν ἥθελεν ἀπαιτητῆρ, ἢ πρὸς τὰς Τελωνειακὰς Ἀρχὰς παροχὴ οἰωνῆποτε ἐγγυήσεων διὰ τὰς εἰσαγωγὰς ταύτας ὁ Ιδιοκτήτης θὰ ἐξαιρέσῃ τὸν Ἀνάδοχον ἐκ τῆς προσαγωγῆς τῶν ἐγγυήσεων αὐτῶν ἢ θὰ ἐνεργήσῃ ὥστε δυνάμει ἐγγράφου ἐγγυήσεως αὐτοῦ τούτου τοῦ Αναδόχου, αἱ Τελωνειακαὶ Ἀρχαὶ νὰ ίκανοποιοῦνται ἐν πρειμένῳ, πάντα δὲ τὰ ἔξοδα τῆς ἀνωτέρω ἐγγυήσεως τοῦ Αναδόχου θὰ διαρύνονται τὸν Ιδιοκτήτην. Πρὸς τὸν σκοπὸν διευκολύνσεως τοῦ ἔκτελωνισμοῦ εἰσαγορέμων εἰδῶν πρὸς χρῆσιν ἐν τῇ κατασκευῇ τῆς Ὀδοῦ, ὁ Ιδιοκτήτης, κατόπιν ἀποφάσεως ἐν προκειμένῳ τοῦ Ὕπουργοῦ Συντονισμοῦ, δύναται νὰ συστήσῃ δαπάναις αὐτοῦ, παγίαν προκαταβολὴν διατηρούμενην πάντοτε ὑπὸ τοῦ Ιδιοκτήτου καὶ δαπάναις αὐτοῦ ἀποκλειστικῶς εἰς ἐπίπεδον ἵκανοποιητικὸν πρὸς χρῆσιν τοῦ Αναδόχου, ἵνα δύναται ὁ Ανάδοχος νὰ πληρώνῃ ἐκ ταύτης πάντας τούς φόρους εἰσαγωγῆς, δασμούς καὶ συναφεῖς ἐπιβορύνσεις τοῦ Αναδόχου ἢ τῶν ὑπεργολάθων τούτου. Συμφωνεῖται πάντως ὅτι ἡ σύστασις καὶ λειτουργία τῆς ἐν λόγῳ παραταβολῆς ἀποδιλέπη εἰς εὔκολιαν τῶν ἐνδιαφερομένων μόνον, κατὰ ταῦτα δὲ συμφωνεῖται ἔτι ὅτι ἡ σύστασις καὶ λειτουργία ἢ μὴ ταῦτης οὐδαμῶς ἀπαλλάσσει τὸν Ιδιοκτήτην τῶν ὑποχρεώσεων τοῦ πρὸς τὸν Ανάδοχον κατὰ τὰς διατάξεις τοῦ παρόντος δρου, αἵτινες ὑποχρεώσεις θὰ παραμένουν καὶ τελοῦν ἐν πλήρει ἰσχύ.

γ) Ο Ιδιοκτήτης θὰ ἀπαλλάξῃ τὸν Ανάδοχον καὶ οἰουδήποτε τῶν ἀλλοδαπῶν ὑπεργολάθων τούτου ἐκ τῆς πληρωμῆς φόρου εἰσοδήματος ἢ ἀλλων οἰωνῆποτε φόρων, τελῶν, ἐπιβαρύνσεων, παραβόλων, χαρτοσήμου, κρατήσεων δημοσίου ἢ ὑπὲρ τρίτων, εἴτε ὑπὸ μορφὴν φόρου ἐταιρείας, φόρου εἰσοδήματος, φόρου κύκλου ἐργασίῶν, κρατήσεων ἢ οἰωνῆποτε ὑποχρεωτικῶν εἰσφορῶν ἐπιβαρύνσεων ἢ ἐπιβαρύνσεων ἐν Ἐλλάδι ἐν σχέσει μὲ τὸ εἰσόδημα τοῦ Αναδόχου ἢ τῶν ἀντιστοίχων ἀλλοδαπῶν ὑπεργολάθων τούτου σχετικῶς μὲ τὴν παρούσαν σύμβασιν ἢ μὲ τὴν ἔκτελεσιν ταύτης.

δ) Ο Ανάδοχος καὶ οἱ ἀντίστοιχοι ἀλλοδαποὶ ὑπεργολάθοι τούτου θὰ ἐξαιροῦνται τῆς πληρωμῆς οἰωνῆποτε φόρων, χαρτοσήμου καὶ λοιπῶν τελῶν, φόρου κύκλου ἐργασίων καὶ λοιπῶν ἐπιβαρύνσεων ἢ ὑποχρεωτικῶν εἰσφορῶν ὑπὲρ τοῦ Δημοσίου ἢ τρίτων ἐν σχέσει μὲ τὸν παρὰ τούτων ὑποδιαλογένους λογαριασμούς πληρωμῆς δι': ἔκτελεσιθεῖσαν ἐργασίαν καὶ μὲ τὰς κατὰ τὰ ἀνωτέρω χρεωστικὰ ὄμβλιογα καὶ τοῦ πληρωτέου τόκου τούτων, εἰς τρόπον ὥστε πᾶν τοιούτον ποσὸν να εἶναι πάντοτε καθαρὸν πρὸς εἰσπραξίαν παρὰ τοῦ Αναδόχου ἢ τῶν ἀντιστοίχων ἀλλοδαπῶν ὑπεργολάθων τούτου.

ε) Απασαὶ αἱ ἐπιβαρύνσεις, τέλη, εἰσφοραί, εἰσαγωγικοὶ δεσμοί, τέλη, (συμπειλαμβανομένων καὶ τελῶν χαρτοσήμου) καὶ λοιπαὶ ἐπιβαρύνσεις καὶ πᾶσαι αἱ ὑποχρεωτικαὶ εἰσφοραὶ ὑπὲρ τοῦ Δημοσίου ἢ τρίτων ἐπὶ εἰδῶν οἰκιακῆς χρήσεως καὶ ἀτομικῶν τοιούτων ἀνηκόντων εἰς τὸ ἀλλοδαπὸν προσωπικὸν τοῦ

Ἀναδόχου ἢ ἀλλοδαπῶν ὑπεργολάθων τούτου καὶ εἰς τὰς οἰκογενείας τοῦ τοιούτου προσωπικοῦ θὰ ἐκτελωνίζωνται δι': ἐπ' εὐδέλειας ἐπιβαρύνσεως τοῦ Ιδιοκτήτου καὶ ἀνευ χρωνοτριβῆς. Συμφωνεῖται διτι τὰ τοιαῦτα ἀτομικὰ εἰδη μᾶλι περιορίζωνται εἰς τὰς συνήθειας ἐν προκειμένῳ ἀναγκαῖς τῶν ὑπαλλήλων καὶ τῆς οἰκογενείας αὐτῶν πλέον ἐνὸς ἐπιβατικοῦ αὐτοκινήτου δι': ἐνα ἔκαστον ὑπάλληλον. 'Ως μέλη τῆς οἰκογενείας ἐνὸς ἢ μιᾶς ὑπαλλήλου θεωροῦνται πάντες εἰς κατιόντες, ἀντίοντες καὶ ὃ ἢ η σύζυγος τούτου ἢ ταύτης.

στ) Πάντες οἱ ὑπὸ τοῦ Αναδόχου ἢ ἀλλοδαπῶν ὑπεργολάθων τούτου, καταβαλλόμενοι μισθοὶ καὶ εἰσοδήματα εἰς τὰ μέλη τοῦ προσωπικοῦ των ἀτινα δὲν τυγχάνουν 'Ἐλληνες ὑπήκοοι, θὰ ἐξαιροῦνται καὶ ἀπαλλάσσονται τοῦ Ελληνικοῦ Φόρου Εἰσοδήματος καὶ συναφῶν φόρων, τελῶν χαρτοσήμου, κρατήσεων καὶ λοιπῶν ὑποχρεωτικῶν εἰσφορῶν καὶ ἐπιβαρύνσεων ὑπὲρ τοῦ Δημοσίου ἢ τρίτων. 'Ως ἀλλοδαποὶ θεωροῦνται καὶ οἱ ἔχοντες πλήρη τῆς ξένης καὶ τὴν ἐλληνικὴν ὑπηκοότητα ἐφ' δοσον δὲν εἶναι ἐγκατεστημένοι ἐν Ελλάδι.

ζ) Καθ' ἧν ἔκτασιν οἰαδήποτε κατὰ τὸν παρόντα δρον χορηγηθεῖσα ἀπαλλαγὴ δὲν καθίσταται ἢ δὲν δύναται νὰ καταστῇ ἀμέσως ἐφικτὴ εἰς τὸν Ανάδοχον, τοὺς ἀλλοδαποὺς ὑπεργολάθους τούτου ἢ τὸ ἀλλοδαπὸν προσωπικὸν καὶ τὰς οἰκογενείας αὐτῶν εἴτε λόγῳ ισχύοντος Νόμου εἴτε δι': οἰωνῆποτε ἐτέραν αἵτινας ἀπεριορίστως, ὁ Ιδιοκτήτης ὑποχρεούται δημαρταὶ πάραυτα καὶ δαπάναις αὐτοῦ ἐκκαθαρίσῃ καὶ πληρώσῃ ἀπαντα τὰ ποσὰ δι': ἢ ἐχορηγηθμησαν αἱ περὶ ὅν ἀπαλλαγὴ κατὰ τὰς διατάξεις τοῦ παρόντος δρου.

η) Ο Ανάδοχος ἢ τὸ ἀλλοδαπὸν προσωπικὸν καὶ αἱ οἰκογένειαια: πάντων τούτων δύνανται ἐλευθέρως νὰ μετατρέπονται εἰς δολαρίας Η.Π.Α. παρὰ τῇ Τραπέζῃ τῆς Ελλάδος καὶ εἰς τὴν ἐπίσημον τιμὴν ἀγορᾶς συναλλάγματος κατὰ τὸ ίσον τῆς Τραπέζης ταύτης δημοσιεύμενον δελτίον, ποσὰ μὴ ὑπεβαίνονται πεντήκοντα τοῖς ἔκαστον τοῦ συνόλου τῶν καταβαλλομένων εἰς τὸ Προσωπικὸν τοῦτο μισθῶν καὶ νὰ ἐξάγουν ἐλευθέρως τὰ τοιαῦτα εἰς δολαρίας ποσὰ ἐξ Ελλάδος. Τὸ τοιούτον δικαίωμα μετατροπῆς καὶ ἐξαγωγῆς δολαρίων ἐξ Ελλάδος δύναται νὰ ἀσκήται ἀπὸ καιροῦ εἰς καιρὸν ἢ διόπτεδήποτε παρ' οἰουδήποτε τῶν μελῶν τοῦ ἐν λόγῳ προσωπικοῦ μέχρι τῆς ημέρας ἀναχωρήσεως των ἐξ Ελλάδος.

δ) Αἱ μεταξὺ τῶν συμβαλλομένων σχέσεις θὰ διέπωνται ὑπὸ πνεύματος ἀρμονικῆς συνεργασίας καθ' διληγον τὴν διάρκειαν τῆς παρούσης συμβάσεως καὶ ὑπὸ τὸ πνεῦμα τούτο αἱ Δημόσιαι αἱρχαὶ καὶ πᾶς ἀρμοδιος ἐν γένει θὰ παρέχουν πᾶσαν συμπαράστασιν εἰς πᾶν νόμιμον αἵτημα τοῦ Αναδόχου ἢ τῶν ἀντιστοίχων ἀλλοδαπῶν ὑπεργολάθων τούτου πρὸς τὸν σκοπὸν ἵνα διατάξης δημόσιας συμβάσεως πρὸς τὰς διατάξεις τοῦ παρόντος δρου καὶ ἐν γένει πρὸς ἐξασφάλισθησιν τῆς ἐπιτυχίας τοῦ σκοποῦ τῆς παρούσης συμβάσεως.

ι) Αἱ ἐν τῷ παρόντι δρῶ πάσης φύσεως ἀτέλειαι καὶ ἀπαλλαγαὶ δὲν ἔχουν ισχὺν ἐπὶ τῶν πάσης φύσεως ἀγαθῶν ποιούντων καὶ ὑπηρεσιῶν κτωμένων ἐν Ελλάδι.

28. Εργατικὸν Προσωπικόν:

α) Κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως ὁ Ανάδοχος θὰ συμμορφοῦνται πρὸς τὰς διατάξεις τῶν Ελληνικῶν Νόμων καὶ ιδίᾳ τῶν περὶ ἐργατῶν τοιούτων ἐν σχέσει μὲ τὴν ἀσφάλειαν τῶν ἐργατῶν.

β) Ο Ανάδοχος θὰ ἀπαλλάσσεται πάσης ὑποχρεώσεως ἐκ τῶν Ελληνικῶν Νόμων περὶ ἐργασίας ἐν σχέσει μὲ τὴν πρόσληψιν καὶ ἀπόλυτιν ἐργατῶν καὶ ὑπαλλήλων, τὴν προστασίαν ἐξέδρων καὶ ἐν γένει πάσης διατάξεως τῶν Ελληνικῶν Νόμων περὶ προστασίας ὡρισμένων κατηγοριῶν ἐργατῶν καὶ ὑπαλλήλων. 'Ο Ιδιοκτήτης ὑποχρεούται δημαρταὶ πάραυτα πρὸς τὰς ἀπαιτουμένας ἀδείας καὶ ἀποφάσεις τοῦ Υπουργείου Εργασίας δι': ἐργάτας τοῦ Αναδόχου ἢ τῶν ἀντιστοίχων ἀλλοδαπῶν τούτου δι': ὑπεργολάθων τούτου δι': ἐργατικής τοῦ Κυριακᾶς καὶ ἑορτάς πρὸς ἐξυπηρέτησιν τῶν σκοπῶν κατασκευῆς τῆς δόδοος.

29. Αγοραί τοῦ Αναδόχου:

α) Εἰς τὸν παρόντα δρον, τὸ σύνολον πάντων τῶν ὑπὸ τοῦ Ιδιοκτήτου εἰς τὸν Ανάδοχον καταβαλλόμενων ποσῶν

συμβαλλομένων διορίσας τὸν διαιτητὴν αὐτοῦ δύναται νὰ ζητήσῃ παρὰ τοῦ Προέδρου τοῦ Ἀρείου Πάγου ὅπως οὕτος διορίσῃ ἔνα διαιτητὴν διὰ τὸν ἐκ τῶν συμβαλλομένων μὴ διορίσαντα τούτον, μετὰ ταῦτα δὲ ὁ Πρόεδρος θὰ προθῆ εἰς τὸν διορισμὸν τοῦ διαιτητοῦ. Οἱ οὕτω διορισθέντες δύο διαιτηταὶ θὰ ἑκλέξουν τὸν τρίτον διαιτητὴν. Ἐὰν ὁ τοιοῦτος διορισμὸς τρίτου διαιτητοῦ δὲν ἔνεργηθῇ ἐντὸς 15 ἡμερολογιακῶν ἡμέρων ἀπὸ τοῦ διορισμοῦ τοῦ δευτέρου διαιτητοῦ, οἵσθητο τῷν συμβαλλομένων δύναται δι’ αἰτήσεως του νὰ ζητήσῃ ἀπὸ τὸν Πρόεδρον τοῦ Ἀρείου Πάγου ὅπως διορίσῃ τὸν τρίτον διαιτητὴν. Ὁ τρίτος διαιτητὴς δὲν θὰ εἴναι ὑπέρχος τῶν Χωρῶν τῶν συμβαλλομένων ἔκτὸς ἀλλας ἀμοιβαίως συμφωνηθῇ. Τὸ διαιτητικὸν δικαστήριον θὰ συνέλθῃ εἰς Ζυρίχην Ἐλβετίας ἔκτὸς ἐὰν κατόπιν ὁμοφωνίας οἱ διαιτηταὶ ἀποφασίσουν νὰ συνέλθουν ἀλλαχοῦ.

γ) Οἱ οὕτω διορισθέντες τρεῖς διαιτηταὶ θὰ ἀποτελέσουν τὸ Διαιτητικὸν Δικαστήριον. Ὁ τρίτος διοισιθεὶς διαιτητῆς θὰ εἴναι ὁ Πρόεδρος τοῦ Δικαστηρίου. Ἐὰν ἐν μέλος τοῦ Διαιτητικοῦ Δικαστηρίου καίτοι δὶς διαδοχικῶς κληθὲν παρὰ τοῦ Προέδρου δι’ ἐγγράφου εἰδοποίησεως ἐπιδοθείσης αὐτῷ 15 ἡμερολογιακὰς ἡμέρας τούλαχιστον πρὸ τῆς ὄρισθείσης διὰ τὴν συνεδρίασιν δὲν προσέλθῃ εἰς τὴν συνεδρίασιν τοῦ διαιτητικοῦ δικαστηρίου, ὁ Πρόεδρος θὰ ζητήσῃ ἀπὸ τὸν ἐκ τῶν συμβαλλομένων διοισίσαντα τὸν ἀπουσιάζοντα διαιτητὴν δπως ἀντικαταστήσῃ τοῦτον ἐντὸς 20 ἡμερῶν ἀπὸ τῆς ἐπιδόσεως τῷ συμβαλλομένῳ τούτῳ τῆς τοιαύτης αἰτήσεως τοῦ Προέδρου. Παρελθόντης ἀπράκτου τῆς προθεσμίας ταύτης, ὁ Πρόεδρος τοῦ διαιτητικοῦ δικαστηρίου δύναται νὰ ἀποτανθῇ εἰς τὸν Πρόεδρον τοῦ Ἀρείου Πάγου διὰ τὴν τοιαύτην ἀντικατάστασιν.

δ) Τὸ Διαιτητικὸν δικαστήριον θὰ ἐφαρμόζῃ τοὺς διαδικαστικοὺς κανόνας τοῦ Διεθνοῦς Ἐμπορικοῦ Ἐπιμελητηρίου (ἀρθρ. 10—21) ὑπὸ τὸν δρὸν δὲν τροποποιοῦνται διὰ τῆς παρούσης. Ἡ Διαιτητικὴ ἀπόφασις θὰ ἑκδίδεται ἐν πνεύματι ἐπιεικείς (κατὰ τοὺς δρους τῆς συμβάσεως καὶ κατὰ τοὺς ἰσχύοντας κατὰ τὸν χρόνον τῆς διενέξεως Ἐλληνικούς νόμους οἵτινες ἀποτελοῦν τὸ ἐφαρμοστέον κατὰ τὴν διαιτησίαν δίκαιον). Ἡ διαιτητικὴ ἀπόφασις θὰ ἑκδίδεται ἐντὸς 60 ἡμερῶν ἀπὸ τῆς ἡμέρας διορισμοῦ τοῦ τρίτου διαιτητοῦ. Εἰς περίπτωσιν ἀντικαταστάσεως ἐνὸς τῶν διαιτητῶν κατὰ τὰ ἐν τῇ ἡγουμένῃ παραγράφῳ δριζόμενα, η τοιαύτη προθεσμία τῶν 60 ἡμερῶν λογίζεται ἀπὸ τῆς τοιαύτης ἀντικαταστάσεως. Ἡ προθεσμία αὗτη δύναται νὰ παραταθῇ ἐπὶ 30 εἰςέτι ἡμέρας κατόπιν πλήρως ητοιολογημένης ἀποφάσεως τοῦ διαιτητικοῦ δικαστηρίου, πέραν δὲ τῶν 30 ἡμερῶν κατόπιν ἐγγράφου συναινέσεως τῶν συμβαλλομένων.

ε) Αἱ διαιτητικαὶ ἀποφάσεις λαμβάνονται διὰ πλειοψηφίας, εἰς περίπτωσιν δὲ ἴσοψηφίας νικᾶ ἢ ψῆφος τοῦ Προέδρου. Ἡ ἀπόφασις θὰ ἑκδίδεται ἐγγράφως μετὰ πλήρους αἰτιολογικοῦ ὑπογραφούμενης παρὰ δύο τούλαχιστον διαιτητῶν.

στ) Ἡ διαιτητικὴ ἀπόφασις εἶναι τελικὴ καὶ ἀμετάλητος οἱ δὲ συμβαλλομένοι παρατοῦνται ρητῶς παντὸς δικαιώματός των προσειλῆς ταύτης δι’ οἰουδήποτε τακτικοῦ ἢ ἐκτάκτου ἐνδίκου μέσου ἢ προσφυγῆς εἰς ἄλλην διαδίκασίαν. Ἡ διαιτητικὴ ἀπόφασις καθορίζει καὶ τὸ ἔξοδα διαιτησίας καὶ ποιον ἐκ τῶν συμβαλλομένων ταῦτα θὰ ἐπιβαύνουν ἢ τὴν ἐν προκειμένῳ ἀναλογίᾳ ἐνὸς ἑκάστου. Μετὰ τὸν διορισμὸν τῶν δύνανται οἱ Διαιτηταὶ νὰ ἀποφασίσουν περὶ τοῦ προκαταβλῆτού παρὰ τῶν συμβαλλομένων ποσοῦ πρὸς κάλυψιν τῶν ἐν γένει ἐξόδων διαιτησίας, συμψηφιζόμενου τοῦ ποσοῦ τούτου μὲ τὴν καθορισμένην διαιτησίαν, ἀποφασίσας τῶν συμβαλλομένων διαιτησίας κατόπιν ἀποφάσεως τῶν διαιτητῶν.

35. Ἑκάρεξις Ἰσχύος:

Ἡ ισχὺς τῆς παρούσης συμβάσεως ἀρχεται μόνον ἀμα τῇ ἐκπληρώσει πάντων τῶν κατωτέρω δριζόμενων.

α) Ἡμα τῇ ὑπογραφῇ παρὰ τοῦ Ἰδιοκτήτου καὶ τοῦ Ἀναδόχου τῆς παρούσης συμβάσεως καὶ τῶν Εἰδικῶν "Ορων τοῦ Παραρτήματος «Α» ταύτης.

β) Ἡμα τῇ ἡθελον συμφωνηθῇ καὶ ὑπογραφῇ οἱ Γενικοὶ "(O)ροι τοῦ Παραρτήματος «Β» τῆς παρούσης συμβάσεως παρὰ

τοῦ Ἰδιοκτήτου καὶ τοῦ Ἀναδόχου οὐχὶ δραδύτερον τῆς 31ης Δεκεμβρίου 1968.

γ) Ἡμα τὸ Παράρτημα «Ε» τῆς παρούσης συμβάσεως ἡθελον συμφωνηθῇ καὶ ὑπογραφῇ παρὰ τοῦ Ἰδιοκτήτου καὶ τοῦ Ἀναδόχου οὐχὶ δραδύτερον τῆς 31ης Δεκεμβρίου 1968.

δ) Ἡμα οἱ δροι τῆς ὁρών 21 ἀνωτέρω Τραπεζικῆς Ἐγγυήσεως καθὼς καὶ ὁ χρόνος παραδόσεως ταύτης καὶ τὸ ὄντα κατατά τῶν παρεχουσῶν ταύτην Τραπεζῶν ἢ Τραπεζῆς ἡθελον συμφωνηθῇ οὐχὶ δραδύτερον τῆς 31ης Δεκεμβρίου 1968.

ε) Ἡμα τῇ κυρώσει τῆς παρούσης συμβάσεως διὰ Νόμου καὶ δημοσιεύσεως εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως τοῦ Βασιλείου τῆς Ἐλλάδος τοῦ κυρωτικοῦ τῆς συμβάσεως νόμου οὐχὶ δραδύτερον τῆς 15ης Φεβρουαρίου 1969.

36. Γλῶσσαι:

Ἡ παρούσα Σύμβασις συνετάγη ἀσχικῶς εἰς τὴν Ἐλληνικὴν μεταφρασθεῖσα είτα εἰς τὴν Ἀγγλικὴν. Ἡμότερα τὰ κείμενα τῆς Συμβάσεως εἰς τὴν Ἀγγλικὴν καὶ τὴν Ἐλληνικὴν είναι ἐπίσημα καὶ ἔγκυρα. Εἰς περίπτωσιν καθ’ ἣν ἡθελον ἐγερθῇ διαφωνία η διαφοραὶ περὶ τὴν ἐρμηνείαν, τὸ ἐν δροὶ 34 ἀνωτέρω Διαιτητικὸν Δικαστηρίον δύναται νὰ ἀναφερθῇ εἰς οἰδήποτε η καὶ εἰς ἀμφότερα τὰ κείμενα ταῦτα.

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἐλληνικὸν Δημόσιον

Ο Ὑπουργὸς Συντονισμοῦ

ΝΙΚΟΛΑΟΣ ΜΑΚΑΡΕΖΟΣ

Διὰ τὴν Ἐταιρείαν MACDONALD CONSTRUCTION COMPANY ROBERT E. MACDONALD

Π Α Ρ Τ Η Μ Α «Β»

ΟΡΟΙ ΤΗΣ ΣΥΜΒΑΣΕΩΣ

ΓΕΝΙΚΟΙ ΟΡΟΙ ΑΦΟΡΩΝΤΕΣ ΤΗΝ ΕΚΤΕΛΕΣΙΝ ΕΠΙΒΛΕΨΙΝ ΚΑΙ ΔΙΕΥΘΥΝΣΙΝ ΤΟΥ ΕΡΓΟΥ ΟΡΙΣΜΟΙ ΚΑΙ ΕΠΕΞΗΓΗΣΕΙΣ

1. Ορισμοί:

1) Ἐν τῇ Συμβάσει (ώς κατωτέρω δριζέται αὕτη) αἱ ἐπόμεναι λέξεις καὶ ἔννοιαι εἶχουσι τὴν ἐνταῦθα ἀποδιδούμενην εἰς αὐτὰς σημασίαν, ἐκτὸς ὅπου ἐκ τῶν συνεχφραζομένων ἄλλως συνάγεται:

α) «Ἴδιοκτήτης» εἶναι τὸ Ἐλληνικὸν Δημόσιον, νομίμως ἐκπροσωπούμενον ὑπὸ τῆς Ἐλληνικῆς Κυβερνήσεως καὶ ταύτης νομίμως ἐκπροσωπουμένης ὑπὸ τῆς Αύτοῦ Ἐξοχότητος τοῦ Ὑπουργοῦ Συντονισμοῦ καὶ τοὺς ἐν τῷ γραφείῳ αὐτοῦ διαδόχους.

β) «Ἀνάδοχος» εἶναι η ἐταιρεία MACDONALD CONSTRUCTION COMPANY, νομίμως ἐκπροσωπουμένη ὑπὸ τοῦ x. ROBERT E. MACDONALD, ἐδρεύουσα ἐν ST. LOUIS 4, MISSOURI, H.P.A., 1310 SOUTH GRAND BOULEVARD, καὶ περιλαμβάνουσα τοὺς ἐκπροσώπους τοῦ Ἀναδόχου, ως κατωτέρω καθορίζονται, καὶ τοὺς διαδόχους αὐτοῦ.

γ) «Ἐκπρόσωποι τοῦ Ἀναδόχου» εἶναι οἱ οἰνδήποτε πρόσωποι ἀρμοδίως καθοριζόμενον ἀπὸ καιροῦ εἰς καιρὸν ὑπὸ τοῦ Ἀναδόχου, κατόπιν ἐγγράφου γνωστοποιήσεως πρὸς τὸν Ἰδιοκτήτην καὶ ἐγκρίσεως παρ’ αὐτοῦ δημόσιος ἑκτελῆ τὰ καθήκοντα τὰ ἀναφερόμενα εἰς τὸν δροὶ 2 (4) τοῦ παρόντος η οἰουδήποτε μέρους αὐτοῦ, τοῦ ὅποιου η δικαιοδοσία θὰ καθορίζεται εἰς τὴν γνωστοποίησιν, ως προελέχθη.

δ) «Ὕπεργολάδος» σημαίνει ἐταιρείαν η κοινοπραξίαν ἐταιρεύων, ητις θὰ ἀναδειχθῇ κατόπιν μειοδοτικοῦ διαχωρισμοῦ.

ε) «Ἐπόπτης Μηχανικὸς» εἶναι ὁ νόμιμος ἀντιπρόσωπος τοῦ Ἰδιοκτήτου.

στ) «Σύμβασις» εἶναι οἱ δροι τῆς παρούσης συμβάσεως παρὰ

β) Εάν ό 'Υπεργολάδος δὲν είναι ικανοποιημένος ἐξ οἰασ-
δήποτε ἀποφάσεως τοῦ 'Εκπροσώπου τοῦ 'Αναδόχου, ἔχει τὸ
δικαίωμα νὰ ἀναρέῃ τοῦτο εἰς τὸν 'Αναδόχον, ὅστις ἐπικυ-
ροῖ, ἀνταρέπει ἡ τροποποιεὶ τὴν ρηματίσαν ἀπόφασιν.

5) Κατὰ τὴν ἐνάσκησιν τῶν καθηκόντων του, ως 'Ἐπιθλέ-
ποντος καὶ Διευθύνοντος τὰ ἔργα, ως ἀνωτέρω ἀναφέρεται,
ὅ 'Αναδόχος θὰ ἐνεργῇ ως 'Εκπρόσωπος τοῦ 'Ἐπόπτου Μη-
χανικοῦ καὶ τοῦ 'Ιδιοκτήτου καὶ αἱ οἰασδήποτε ἀποφάσεις καὶ
ἄλλαι ἐνέργειαι του δεσμεύουν πλήρως τὸν 'Ἐπόπτην Μηχα-
νικὸν καὶ τὸν 'Ιδιοκτήτην λαμβανομένων ὑπ' ὅψει ὄπωσδήποτε
καὶ εἰς πᾶσαν περίπτωσιν τῶν ἐπιφυλάξεων τῆς παραχρ. 3.
τοῦ παρόντος ὅρου καὶ τῶν δικαιωμάτων τοῦ 'Ἐπόπτου Μη-
χανικοῦ ως εἰς τὸν ὅρον 3 τοῦ παρόντος ἀναφέρεται.

6) Ο 'Αναδόχος θὰ χορηγήσῃ εἰς τὸν 'Ἐπόπτην Μηχανι-
κὸν ἐντὸς διαστήματος οὐχὶ μεγαλυτέρου τῶν 10 ἡμερῶν
μετὰ τὸ τέλος ἐκάστου μηνὸς καὶ καθ' ὅλην τὴν περίοδον
τῆς διαρκείας τῆς Συμβάσεως, ἔγγραφον ἐκθεσιν περιλαμβά-
νουσαν λεπτομερῶς τὰ τῆς προδόσου τῶν "Ἐργων τοῦ παρελ-
θόντος μηνὸς καὶ τὰς προβλεπομένας ἐνεργείας τοῦ 'Αναδό-
χου τὰς ἀφορώσας τὴν 'Ἐπίθλεψιν καὶ τὴν Διεύθυνσιν τῶν
"Ἐργων. Ο 'Αναδόχος δύναται ἐπίστης νὰ εἰσηγῆται ἐγγράφως
ὅποτε δήποτε εἰς τὸν 'Ἐπόπτην Μηχανικὸν προκειμένου περὶ θε-
μάτων ἀπαίτουντων προηγουμένην ἔγκρισιν, ως καθορίζονται
ταῦτα ἐν παραγράφῳ (3) τοῦ παρόντος ὅρου.

3. Δικαιώματα καὶ 'Υποχρεώσεις 'Ἐπόπτου Μηχανικοῦ:

Ο 'Ἐπόπτης Μηχανικὸς θὰ ἔχῃ τὸ δικαίωμα νὰ ἀκυρώ-
σῃ ἢ νὰ τροποποιήσῃ οἰασδήποτε ἀπόφασιν ἢ ἐνέργειαν τοῦ
'Αναδόχου ἢ τοῦ 'Εκπροσώπου τοῦ 'Αναδόχου σχετικὴν μὲ
τὴν 'Ἐπίθλεψιν καὶ Διεύθυνσιν τῶν "Ἐργων. Οἰασδήποτε τοιαύ-
τη ἀκύρωσις ἢ τροποποιήσις θὰ γίνηται ἐγγράφως ἀπὸ τὸν
'Ἐπόπτην Μηχανικὸν πρὸς τὸν 'Αναδόχον καὶ κατὰ τὸν
προνοιοῦνται ὑπὸ τούτου εἰς τὸν 'Υπεργολάδον, θὰ ἐπιθλέπῃ δὲ
καὶ θὰ διευθύνῃ οὗτος ἀπάστας τὰς σχετικὰς ἐνεργείας αἱ
ὅποιαι θὰ πρέπει νὰ ἀναληφθῶν ὑπὸ τοῦ 'Υπεργολάδου σχε-
τικῶς μὲ τὰς τοιαύτας παρατηρήσεις τοῦ 'Ἐπόπτου Μηχανι-
κοῦ. Εάν ό 'Ἐπόπτης Μηχανικὸς ἥθελε παραλείψῃ νὰ κάμῃ
εἰς τὸν 'Αναδόχον οἰασδήποτε τοιαύτην ἀνακοίνωσιν, περὶ ἀκυ-
ρωσεως ἢ τροποποιήσεως σχετικῶς μὲ οἰονδήποτε θέμα
ἀναφερόμενον εἰς τὴν μηνιαίαν ἐκθεσιν τὴν ὑποθαλασμένην ὑπὸ¹
τοῦ 'Αναδόχου εἰς τὸν 'Ἐπόπτην Μηχανικὸν ἢ εἰς οἰασδήποτε
ἔγγραφον εἰσηγῆσιν τοῦ 'Αναδόχου ως ἐν παραγράφῳ (6)
τοῦ ὅρου 2, ἐντὸς προθεμάτων δέκα πέντε ἡμερῶν ἀπὸ τῆς
ἡμερομηνίας λήψεως ὑπὸ τοῦ 'Ἐπόπτου Μηχανικοῦ οἰασδήποτε
τοιαύτης μηνιαίας ἐκθέσεως ἢ εἰσηγῆσεως. "Ολαι αἱ ἐνέρ-
γειαι καὶ ἀποφάσεις τοῦ 'Αναδόχου διαρκούσῃ τῆς περιό-
δου, εἰς ἣν ἀναφέρεται ἡ μηνιαία "Ἐκθεσις ἢ αἱ εἰσηγῆσεις
κατόπιν δὲν θεωροῦνται ως τελικῶς καὶ πλήρως δεσμεύουσαι
τὸν 'Ιδιοκτήτην, τὸν 'Ἐπόπτην Μηχανικόν, τὸν 'Αναδόχον καὶ
τὸν 'Υπεργολάδον, ὃ δὲ 'Ιδιοκτήτης ἢ ὁ 'Ἐπόπτης Μηχανι-
κὸς δὲν θὰ ἔχουν τὸ δικαίωμα νὰ ἐπαναφέρουν οἰονδήποτε
τοιοῦτον θέμα.

4. 'Υπεργολαβία:

Ο 'Υπεργολάδος δὲν δύναται νὰ ἐκχωρήσῃ εἰς ἔτερον ὑπερ-
γολάδον τὸ σύνολον τοῦ "Ἐργου. Ο 'Υπεργολάδος δὲν δύνα-
ται νὰ ἐκχωρήσῃ εἰς ἔτερον ὑπεργολάδον μέρος τῶν "Ἐργων
ἀνευ προηγουμένης ἔγγράφου ἡτιολογημένης συνεναίσεως τοῦ
'Αναδόχου καὶ κατόπιν ἔγκρισεως ὑπὸ τοῦ 'Ιδιοκτήτου. Η
οὕτω παρεγομένη συναίνεσις δὲν ἀπολλάσσει τὸν 'Υπεργολάδον
τῶν εὐθύνων τοῦ ἢ τῶν συμβατικῶν ὑπογρεώσεων του, παρα-
μένει δὲ οὗτος πλήρως ὑπεύθυνος διὰ τὰς ἐνεργείας, παρα-
λείψεις ἢ ἀμελείας τῶν ὑπεργολάδων, ἀντιπροσώπων των,
ὑπηρετῶν ἢ ἐργατῶν αὐτῶν. Διευκρινίζεται διὰ τὸν 'Αναδόχον
εἰς οὐτό πλήρως δεσμεύεται διὰ τὸν 'Ηρακλείου Καποδιστρίου
εἰς τὸν 'Ιδιοκτήτην τοῦ παρόντος ὅρου.

ΥΠΕΡΓΟΛΑΒΙΚΗ ΕΚΤΕΛΕΣΙΣ ΤΟΥ ΕΡΓΟΥ ΓΕΝΙΚΟΙ ΟΡΟΙ ΔΙΕΞΑΓΩΓΗΣ ΔΙΑΓΩΝΙΣΜΩΝ

5. Συμμετοχὴ εἰς τὴν Δημοπρασίαν:

1) Η ὑπεργολαβία ἐκτέλεσις τοῦ ἔργου θὰ γίνῃ διὰ
διεύθυνσιν μειοδοτικῶν διαγωνισμῶν μεταξὺ Ελλήνων καὶ ἀλ-

λοδαπῶν ἐργολάδων ἐγγεγραμμένων εἰς ἐγκεκριμένον κατάλο-
γον ώς ἐν ὅρῳ 13 (α) τοῦ Προγράμματος «Α» ὅριζεται.

Τεύχη Δημοπρατήσεως.

2) Αἱ δημοπρασίαι θὰ διενεργηθοῦν βάσει τῶν ὑπὸ τοῦ
'Αναδόχου συνταχθημούσων ἢ ἀναθεωρηθημούσων μελετῶν,
καὶ ἀρμοδίως ἐγκριθεισῶν ως εἰς τὸ μέρος II τοῦ παρόν-
τος Παραρτήματος ὅριζεται.

Τοῦ ως ἄνω μελέτη θὰ περιλαμβάνῃ πλήν τῶν τεχνικῶν
περιεχομένου σχεδίων καὶ τευχῶν καὶ τὰ συμβατικὰ τεύχη δη-
μοπρατήσεως.

Μυστικὰ Δημοπρασία.

3) Αἱ δημοπρασίαι θὰ ἐκτελεσθοῦν ως μυστικαὶ τοιαῦται
κατὰ τὰς διατάξεις τῆς Διακηρύξεως.

Διεξαγωγὴ τῆς Δημοπρασίας.

4) Αἱ δημοπρασίαι θὰ διεξαχθοῦν ἐκ μέρους τοῦ 'Αναδό-
χου ὑπὸ ἀρμοδίως τριμελοῦς ἐπιτροπῆς ἀπαρτίζομένης ἐκ Πο-
λιτικῶν Μηχανικῶν ὅρισθημούσων υπὸ τοῦ 'Αναδόχου.

Έγκρισις Δημοπρασίας.

5) Αἱ τελικαὶ εἰσηγήσεις τῆς 'Ἐπιτροπῆς καὶ τοῦ 'Ανα-
δόχου ὑπὸβαλλοῦνται εἰς τὸν 'Ιδιοκτήτην ἐντὸς ἐπτὰ ἡμερῶν
ἀπὸ τῆς ἡλέρας διεξαγωγῆς τῆς Δημοπρασίας.

Ο 'Ιδιοκτήτης παρέχει τὴν ἀπαραίτητον ἔγκρισιν ἢ ἀπόρ-
ριψιν τοῦ ἀποτελέσματος τοῦ διαγωνισμοῦ ἐντὸς 25 ἡμερῶν
ἀπὸ τῆς εἰς αὐτὸν ὑποβολῆς τῶν σχετικῶν εἰσηγήσεων. Εν-
τὸς 10 ἡμερῶν ἀπὸ τῆς κοινοποίησεως εἰς τὸν 'Αναδόχον
τῆς περὶ ἔγκρισεως τῆς Δημοπρασίας ἀποφάσεως καλεῖται
ὑπὸ τοῦ 'Αναδόχου ὃ ἀνακηρυχθεὶς ὑπεργολάδος διὰ τὴν ὑπο-
γραφὴν τοῦ παραρτήματος Συμφωνητικοῦ διόπειρος διατάξεως
μεταξὺ ἀφ' ἐνὸς μὲν τοῦ 'Ιδιοκτήτου καὶ τοῦ 'Αναδόχου, ἀφ'
ἐπέρου δὲ τοῦ 'Υπεργολάδου.

ΕΙΤΡΑΦΑ ΤΗΣ ΣΥΜΒΑΣΕΩΣ

6. Αμοιβαίστης Εργαράφων:

1) Εκτὸς ἐὰν ἄλλως προβλέπεται, καὶ καθ' ἣν ἔκτασιν
προβλέπεται ἐν τῇ Συμβάσει, αἱ διατάξεις τῶν Εἰδικῶν "Ο-
ρων τῆς Συμβάσεως θὰ διεργασθοῦν πάντων τῶν ἄλλων ἐγ-
γράφων τῶν ἀποτελούντων μέρος τῆς Συμβάσεως. Συμφώνως
πρὸς τὰ ἀνωτέρω, τὰ διάφορα ἔγγραφα τὰ ἀποτελοῦντα τὴν
Σύμβασιν λαμβάνονται ως ἀμοιβαίως ἐργμηνευτικά ἀλλήλων.
Ἐν περιπτώσει ἀμφισσίας τῆς Δημοπρασίας αὐταὶ ἐργμηνεύονται
καὶ προσαρμόζονται ὑπὸ τοῦ 'Αναδόχου διστις δίδημος
εἰς τὸν 'Υπεργολάδον διὰ τὸν τρόπον ἐκτελέσεως τῶν ἐργα-
σιῶν. Εάν τῇ προτάσει τοῦ 'Αναδόχου καὶ τῇ ἐγκρίσει εἰς
πάσαν περίπτωσιν τοῦ 'Ἐπόπτου ἢ συμμόρφωσις πρὸς τὰς ἐν
λόγῳ δίδημος συνεπάγεται διὰ τὸν 'Υπεργολάδον οἰασδήποτε
διαπάνην, τὴν διόπιαν δὲν ἡδύνατο λόγῳ τῶν ἀνωτέρω ἀμφισ-
σίων ἢ διαφωνιῶν, δικαιοιλογημένων νὰ προβλέψῃ οὗτος, ὁ
'Αναδόχος θεοβαῖσι τοῦτο καὶ ὁ 'Ιδιοκτήτης κατασθάλλει πᾶν
ἐπιπρόσθετον δεδικαιοιλογημένον ποσὸν καλύπτον τὴν ως ἄνω
διαπάνην.

ΣΧΕΔΙΑ

7. Φύλαξις τῶν Σχεδίων:

1) Τὰ Σχεδιαγράμματα, διατάξεις τῶν ὑπὸ τοῦ 'Ανα-
δόχου, παραμένουν ὑπὸ τοῦ ἀποκλειστικὴν φύλαξιν αὐτοῦ. δύο
δύο διάτοιχα τούτων παρέχονται δωρεὰν εἰς τὸν 'Υπερ-
γολάδον. Ο 'Υπεργολάδος διαπάναις του, δύναται νὰ
διασδήποτε ἐπὶ πλέον ἀντίτυπα χρειάζεται. Κατὰ τὴν ἀποκε-
ράτωσιν τῆς Συμβάσεως ὃ 'Υπεργολάδος ἐπιστρέφει εἰς τὸν
'Αναδόχον διὰ τὰ παραδοθέντα εἰς αὐτὸν, συμφώνως πρὸς
τὴν σύμβασιν Σχέδια, ἐὰν ζητηθοῦν. Ο 'Υπεργολάδος θὰ
εἰδοποιῇ ἔγγραφως τὸν 'Αναδόχον ἢ τὸν 'Εκπρόσωπον τούτου
περὶ παντὸς ἐπὶ πλέον Σχεδίου ἢ Προδιαγραφῶν ἀπαραίτητων
εἰς αὐτὸν διὰ τὴν ἐκτέλεσιν τῶν "Ἐργων, δάσει τῆς Συμ-
βάσεως.

Διατήρησις εἰς τὸ 'Εργοτάξιον ἀνὰ ἐνὸς ἀντιτύπου τῶν
Σχεδίων.

2) Αἱ ἀντιτύπου τῶν ως ἄνω χορηγημένων εἰς τὸν
'Υπεργολάδον Σχεδίων δέοντα νὰ φυλάσσηται ὑπὸ τούτου εἰς
τὸ 'Εργοτάξιον καὶ νὰ είναι πάντοτε διαθέσιμον πρὸς θεώ-

καλῶς, ή εἶναι ἀκατάληπλον ή δεινόνεις ἀμέλειαν περὶ τὰ καθήκοντά του ή τυγχάνεις ὀπωσθήποτε ἀνεπιδύμητον ὑπ' αὐτοῦ. Τὸ ἐν λόγῳ πρόσωπον ἀπομικρυνόμενον δὲν δύναται γὰρ χρησιμοποιῆσθαι ἐκ νέου εἰς τὰς ἔργωντος ἀνέσιξ τοῦ Ἀναδόχου, ἀντικαθίσταται: δὲ τὸ δυνατὸν ταχύτερον ὑπὸ ἑτέρου πεπειραμένου τῆς ἔργωντος αὐτοῦ.

15. Χάραξης τῶν "Ἐργων":

"Οἱ Ὑπεργολάβοις εἶναι: ὑπεύθυνοι διὰ τὴν ἀκριβή καὶ κατάληπλον χάραξην τῶν "Ἐργων, βάσει τῶν σταθμερῶν σημείων, γραμμῶν, ψύδων καὶ ὑφασμάτων καπυστόλων τῶν διαδιστῶν ἔγγραφως ὑπὸ τοῦ Ἀναδόχου, ὡς καὶ διὰ τὴν ἀκριβεῖαν" (βάσει τῶν ἀνωτέρω), τῆς θέσεως, στάθμης, διαστάσεων καὶ γραμμικῆς τοποθετήσεως δῆλων τῶν μερῶν τοῦ ὑπὸ αὐτοῦ ἀναληφθέντος ἔργου, ὁφείλει: δὲ οὐ προσκομίσῃ ἀπαγντα τὰ ἀναγκαῖα πρὸς τοῦτο δργανα, μηχανήματα καὶ ἔργατικον πρωτικόν. Ἐὰν κατὰ τὴν διάρκειαν τῆς ἐκτελέσεως τῶν "Ἐργων ἀναφανῇ η ἀνακύψη σφάλμα ως πρὸς τὴν θέσιν, στάθμην, διαστάσεις η εὑρμηναῖς οἰσθήποτε τυμάτος τοῦ "Ἐργου, οἱ Ὑπεργολάβοις καλούμενοι πρὸς τοῦτο ὑπὸ τοῦ Ἀναδόχου η τοῦ Ἐκπροσώπου αὐτοῦ, ὁφείλει δαπάναις του νὰ ἐπανορθώσῃ τὸ σφάλμα κατὰ τὰς ὑποδείξεις τοῦ Ἀναδόχου η τοῦ Ἐκπροσώπου του, ἐκτὸς ἐὰν τὸ σφάλμα τοῦτο ἐδεστίθη ἐπὶ ὄνταριθμῶν στοιχείων δοθέντων ἔγγραφως ὑπὸ τοῦ Ἀναδόχου η τοῦ Ἐκπροσώπου του, ὅπότε καὶ διπάναι τῆς θειοράσεως βαρύνουν τὸν Ἰδιοκτήτην, πλὴν τῆς περίπτωσεως ἀποδειγμένης καὶ συγκεκριμένης ἀμειλείσεις τοῦ Ἀναδόχου η τῶν Ἐκπροσώπων αὐτοῦ, ὅπότε τὸ σφάλμα ἔσχινη πλήτην τοῦ Ὑπεργολάβου καὶ τον Ἀναδόχον. Οἱ Ἐλεγχος οἰσθήποτε χράξεως, γραμμῆς η στάθμης ὑπὸ τοῦ Ἀναδόχου η τοῦ Ἐκπροσώπου αὐτοῦ δὲν ἀπαλλάσσει τὸν Ὑπεργολάβου τῆς εὐδύνης του διὰ τὴν ὄρθιότητα αὐτῶν, ὁφείλει δὲ οὗτος νὰ διαφυλάσσῃ καὶ διεπιτρέψῃ τὰ σταθμέρα σημεῖα, τριγωνομετρικὰ σημεῖα, πανσάλους καὶ λοιπὰ ὄντακεφανα, τὰ γρηγοροποιούμενα διὰ τὴν χάραξην τῶν "Ἐργων.

16. Ἐρευνητικαὶ Γεωτρήσεις καὶ Έκτακτα:

Ἐὰν κατὰ τὴν διάρκειαν τῆς ἐκτελέσεως τῶν "Ἐργων ὁ Ἀναδόχος ζητήσῃ ἀπὸ τὸν Ὑπεργολάβον νὰ ἐνεργήῃ τεχνητής η νὰ προδῷ εἰς ἐρευνητικὰς ἀνακαράς, τοῦτο πρέπει νὰ γίνῃ ἔγγραφως.

17. Φύλαξης καὶ Φωτισμός:

Οἱ Ὑπεργολάβοις ὁφείλει δύο μὲ τὰς κυρίας ἔργωντος γὰρ προθλέψη τὰς ἀπαιτούμενας διπάναις του διὰ φωτισμόν, περιφράξειν καὶ φύλαξιν, διάστις καὶ διόποιοι εἶναι ὄντακεφανα η ἀπαιτηθή τοῦτο ὑπὸ τοῦ Ἐκπροσώπου τοῦ Ἀναδόχου η ἀλληλέξαρθροίς ἀρχῆς, διὰ τὴν προστοικίαν τῶν "Ἐργων η διὰ τὴν ἀσφάλειαν καὶ διευκόλυνσιν τοῦ κοινοῦ η τρίτων.

18. Συντήρησης τῶν "Ἐργων":

1) Ἀπὸ τῆς ἐνάρξεως μέχρις ἀποπερατώσεως τῶν ἔργωντος ὁ Ὑπεργολάβος θὰ εἴναι ἀποκλειστικῶς ὑπεύθυνος διὰ τὴν συντήρησιν τοῦ εἰς αὐτὸν ὄντακεφανας δέργου, καθὼς καὶ τῶν Βοηθητικῶν "Ἐργων. Εἰς περίπτωσιν ζημίας, ἀπωλείας η ἐπιδράσεώς τινος βιαστικῆς ἐπὶ τῶν "Ἐργων η εἰς την παραγγελμάτην προερχομένης (πλὴν τῶν ἔξιαρέσεων τῆς παραγγέλματος διόποιος δροῦ). εἶναι: ὑπεύθυνος διὰ τὴν διπάναις του ἐπιτημένην καὶ ἐπανόρθωσιν. κατὰ τρόπου ὃστε κατὰ τὴν ἀποπεράτωσιν τῶν ἔργωντος τὰ "Ἐργα" η εἴναι: εἰς ἀρίστην κατάστασιν καὶ σύμφωνα πρὸς τὰς ἀπαιτήσεις τῆς Συμβάσεως καὶ τὰς ὁδηγίας τοῦ Ἀναδόχου. Εἰς περίπτωσιν ζημίας, ἀπωλείας η βιαστικῆς προερχομένης ἔξι ὄντακεφανας βίας, οἱ Ὑπεργολάβοις ἐὰν τοῦτο ζητηθῇ ὑπὸ τοῦ Ἀναδόχου τῇ ἔργωντος πάντα τοῦτο τὸν Ἐπόπτου. θέλει: ἐπιτημένεις καὶ ἀποκαταστήσεις: γιτά τὸν ἀνωτέρω τὰς ζημίας ταύτως διπάναις τοῦ Ἰδιοκτήτην. Οἱ Ὑπεργολάβοις, εἴναι δύο μοίρας ὑπεύθυνος διὰ πᾶσαν ζημίαν εἰς τὰ "Ἐργα, προδειγνθεῖσαν ὑπὸ αὐτοῦ κατὰ τὴν διάρκειαν τῆς ἐκτελέσεως τῶν βάσει τοῦ δροῦ 49 τοῦ παρόντος ὑποχρεώσεών του.

Ἐξαιρετέαι Περιπτώσεις Εύθυνης τοῦ Ὑπεργολάβου (ἐξαιρετέοι κίνδυνοι):

2) Οἱ ἔξαιρετοι κίνδυνοι εἶναι συμβόντα περιλαμβανόμενα εἰς τὸν δρόμον "Ανωτέρα Βίσα" ἐν δρόμῳ 26 (α) τῶν Εἰδικῶν "Ορῶν τῆς Συμβάσεως (η στάσις, ταραχαὶ η ἀνωμαλίαι: μεταξὺ τῶν ὑπαλλήλων τοῦ Ἀναδόχου η τοῦ Ὑπεργολάβου θὲωροῦνται: ως ἀφορῶσα τὸν ὑπαλλήλους τοῦ Ἀναδόχου η τοῦ Ὑπεργολάβου ἀντιστοίχως μὴ ἀποτελούσαι ἀνωτέρων δίσι, ως καὶ η χρηματοποίησις η κατάληψης ὑπὸ τοῦ Ἰδιοκτήτου τηρήματος τῶν "Ἐργων, διὰ τὸ ὅποιον ἔξαιρετη η πιστοποίησις ἀποπερατώσεως τῆς ζημίας μὴ προερχομένης ἐκ συνήθους χρήσεως κατὰ τὸν χρόνον τῆς συντηρήσεως καὶ ἐκ κεκρυμμένου ἐλαττώματος καὶ τέλος, πᾶσαν αἰτία ζημίαν ὁφειλούμενη, κυρίως εἰς τὰ Σχεδιαγράμματα τοῦ Ἀναδόχου καὶ πᾶσαν κίνησιν ἐνέργειαν φυσικῶν θυμάμεων τὰς ὅποιας δὲ Ὑπεργολάβος παρὰ πᾶσαν προσοχὴν καὶ ἐμπειρίαν του δὲν ἥδυνετο νὰ προδειγνθῇ ωστε νὰ λάβῃ τὰ ὄντακεφαλά μέτρα προφυλάξεως. ("Ἀποτελεστα ταῦτα χρηματηρίζονται κατατέρω συναλλικῶς ως ἐξαιρετέοι περιπτώσεις ιιινδύνου)).

19. "Ασφάλισις τῶν "Ἐργων αὐλπ. ὑπὸ τοῦ Ὑπεργολάβου:

Χωρὶς ἐκ τούτου νὰ περιτείνονται καὶ ὑποχρεώσεις καὶ εὐθύναι του καὶ ἀπορρέουσαι ἐκ τοῦ παρόντος, δὲ Ὑπεργολάβος διὰ τὸν παρόντας διὰ τὸν παρόντας τὸν "Ἐργα ἐπ' ὄντακεφαλίτης αὐτοῦ τοῦ Ἰδιοκτήτου διὰ πᾶσαν ζημίαν η ἀπωλεῖαν ἔξι οἰσθήποτε κίτιξ (πλὴν τῶν περιπτώσεων καὶ εξαιρετών κινδύνων), δι' ας εἴναι ὑπεύθυνος βάσει τῶν δρῶν ἐκ τῆς Συμβάσεως καὶ κατὰ τρόπον ὃστε δὲ Ἰδιοκτήτης, δὲ Ὑπεργολάβος, καὶ ὁ Ἀναδόχος νὰ καλύπτωνται δι' ὀλόκληρον τὴν περίοδον τῆς καταπικευῆς τῶν "Ἐργων καὶ ἐπὶ πλέον κατὰ πᾶσης ἀπωλείας η ζημίας λαβούσης χώραν κατὰ τὴν περίοδον τῆς συντηρήσεως, ὁφειλούμενης εἰς αἰτίαν ὄντακεφαλά την πρόσωπον τοῦ παρόντος τῆς συντηρήσεως περίοδον, ως καὶ ἔναντι πάσης ἀπωλείας η ζημίας προξενημείσης ὑπὸ αὐτοῦ τούτου τοῦ Ὑπεργολάβου κατὰ τὴν περίοδον τῶν ἐνεργειῶν του παρόντος συμφόρωσιν εἰς τὰς ὑποχρεώσεις του τοῦ δροῦ 18 τοῦ παρόντος.

Τὴν ἀσφάλισις θὰ καλύπτῃ:

α) "Ολόκληρον τὴν ἀξίαν τοῦ συμφώνως πρὸς τὰ ἐν Ἐλλάδι ισχύοντα εἰς τὸν τομέα τῶν καταπικευῶν κυρίων ἐκάστετε ἐκτελεσθέντος τημήματος τῶν "Ἐργων ως καὶ τῶν βοηθητικῶν τοιεύνων.

β) "Ολόκληρον τὴν ἀξίαν τῶν ὄλικῶν, μηχανικοῦ ἔξιπλισμοῦ καὶ λοιπῶν ἀντικειμένων, τῶν προσταματήσθων αὐτοῖς ὑπὸ τὸν "Ἐργοτάξιον.

Τὴν ἀσφάλισις θὰ γίνεται εἰς ἀσφαλιστικὴν ἔταιρειαν καὶ ὑπὸ δροῦ τῆς ἐνάρξεως τοῦ Ἰδιοκτήτου (η μὴ ἔγκρισης δέοντος νὰ εἴναι δικαιολογημένη). Οἱ Ὑπεργολάβοις δικαιούνται, διάστις τοῦ ζητηθῆ, νὰ πωρούσιαζη εἰς τὸν Ἀναδόχον η τὸν Ἐκπροσώπων αὐτοῦ τὸ η τὰ ἀσφαλιστήρια συμβόλαια, διὰ τὸν παρόντας τὴν πρεγόντων τῆς συντηρήσεως περίοδον, ως καὶ τὰς ἀπωλείας η ζημίας προξενημείσης δι' ὄλικῶν καὶ ἔργων πρωταπικοῦ μὴ ἀνταποκρινούμενου πρὸς τοὺς δροὺς τῆς Συμβάσεως.

20. Ζημίαι εἰς Πρόσωπα καὶ Ἰδιοκτησίας:

Οἱ Ὑπεργολάβοις (ἐκτὸς ἐὰν ἀλλως διέπεται εἰς τὰς προερχομένας) ὑποχρεοῦνται νὰ ἀποζημιώσῃ καὶ ἀπωλεῖας η τὸν Ἰδιοκτήτην διὰ πᾶσαν ἀπωλεῖαν η ἀπαίτησιν λόγῳ θλάβης η ζημίας πρὸς τοῦ παρόντος η πρᾶγμα (ἐκτὸς τῶν ζημίων ἐπὶ τῆς ἐπιφανείας τοῦ ὑπέρφορου η τῶν σταρπτῶν τῶν ἀπαιτουμένων δι' ὄλικῶν καὶ ἔργων πρωταπικοῦ μὴ ἀνταποκρινούμενου πρὸς τοὺς δροὺς τῆς Συμβάσεως).

α) Εἰκαστα ταῦτα τὴν κάτωθι αἰτίων:

β) Εἰκαστα ταῦτα τὴν κάτωθι αἰτίων:

εἰς τὸν Κατασκευαστικὸν Ἐξοπλισμόν, τὰς προσωρινὰς ἐγχειραστάσεις ἡ τὰ ὑλικὰ, ἔξαιρέσεις τῶν περιπτώσεων τῶν δρῶν 18 καὶ 60 τοῦ παρόντος.

54. Εγκρισις τῶν Ὑλικῶν μὴ ἔξυπακουομένη:

Ἡ ἐφαρμογὴ τοῦ δρου 53 τοῦ παρόντος δὲν ἔξυπακούει οἰανδήποτε ἔγκρισιν ὑπὸ τοῦ Ἀναδόχου τῶν ἐν αὐτῷ ἀναφερομένων ὑλικῶν ἡ ἀντικειμένων καὶ δὲν ἀναστέλλει τὸ διηγίαμα τούτου νὰ ἀπορρίψῃ οἰονδήποτε ἐκ τῶν ἐν λόγῳ ὑλικῶν, καθ' οἰονδήποτε χρόνον.

ΠΙΣΤΟΠΟΙΗΣΕΙΣ ΚΑΙ ΠΛΗΡΩΜΑΙ

55. Μηνιαῖαι Πιστοποιήσεις:

1) Ὁ Ὑπεργολάβος θὰ ὑποδῆλη εἰς τὸν Ἀνάδοχον ἐντὸς τῶν πρώτων δέκα (10) ἡμερῶν ἐκάστου μηνὸς, λογαριασμὸν δι' ἐκτελεσθεῖσαν ἔργασίαν ὠρισμένου τμήματος τῆς Ὀδοῦ κατὰ τὴν διάρκειαν τοῦ προηγούμενου μηνός. Ὁ λογαριασμὸς οὗτος θὰ ὑποδηλῷθῇ εἰς ἑξ (6) ἀντίγραφα καὶ ὁ Ἀνάδοχος, ἀμφὶ τῇ λήψῃ αὐτοῦ, θὰ ἀποστείλῃ ἀμέσως ἐν ἀντίγραφον εἰς τὸν Ἐπόπτην Μηχανικόν. Αἱ διατάξεις τοῦ δρου 17 (α) τῶν Εἰδικῶν "Ορων θὰ διέπουν τὰς ἐνδιαφέρουσας μηνιαίας πιστοποιήσεις.

Ἔγκρισις μηνιαίων πιστοποιήσεων:

2) Ὁ Ἀνάδοχος ὑποχρεούσται διπλας, ἐντὸς δεκαπέντε (15) ἡμερῶν ἀπὸ τῆς ὑπὸ αὐτοῦ λήψεως τῆς μηνιαίας πιστοποιήσεως τοῦ Ὑπεργολάβου, τελικῶς ἔγκρινη ἡ τροποποιήση αὐτῆς ἐν σχέσει μὲ τὰς ἐκτελεσθεῖσας ἔργασίας εἰς τὸ συετικὸν τμῆμα, διὰ τὸ ὅποιον ἡ μηνιαία πιστοποιήσεις ὑπεβλήθη, καὶ θὰ μεταβιβάσῃ αὐτήν, ὡς ἐνεκρίθη ἡ ἐτροποποιήση παρ' αὐτοῦ εἰς τὸν Ἡδιοκτήτην πρὸς πληρωμήν. Ὁ Ἀνάδοχος θὰ ἀποστείλῃ εἰς τὸν Ἐπόπτην Μηχανικὸν ἐν ἀντίγραφον τῆς τοιαύτης πιστοποιήσεως, ὡς ἐνεκρίθη ἡ ἐτροποποιήση παρ' αὐτοῦ, κατὰ τὸν χρόνον καθ' ὃν μεταβιβάζει ταύτην εἰς τὸν Ἡδιοκτήτην πρὸς πληρωμήν. Ἐν περιπτώσει μὴ τροποποιήσεως ταύτης ἐντὸς τῶν προαναφερθεισῶν δεκαπέντε (15) ἡμερῶν, ἡ τοιαύτη πιστοποιήσεις θὰ θεωρηθῇ ὡς ἔγκριθείσα ὑπὸ τοῦ Ἀναδόχου διὰ πᾶσαν χρῆσιν ἀλλὰ τοῦτο ὑπωδήποτε δὲν θὰ προδικάσῃ τὸ δικαίωμα τοῦ Ἀναδόχου ἡ τὸ δικαίωμα τοῦ Ἐπόπτου Μηχανικοῦ (συμφώνως πρὸς τὰ δικαιώματα τὰ ὅποια ἔχει ὁ Ἐπόπτης Μηχανικὸς θάσεις τοῦ δρου 3 τῆς παρούσης) γὰρ ἀναμεωρήσῃ τὸ ποσδὸν τῆς τοιαύτης πιστοποιήσεως ἐντὸς τοῦ πλαισίου τῆς ἀνακεφαλαιωτικῆς προσεχῆς μηνιαίας πιστοποιήσεως.

Πληρωμὴ μηνιαίων πιστοποιήσεων:

3) Ὁ Ἀγάδοχος θὰ πληρώσῃ εἰς τὸν Ὑπεργολάβον τὸ ἔγκριθεν ποσδὸν τῆς μηνιαίας πιστοποιήσεως οὐχὶ ἕραδύτερον τῶν 10 ἡμερῶν ἀμέσως μετὰ τὴν ἡμεούσην καθ' ἣν ἡ τοιαύτη μηνιαία πιστοποιήσεις ἐνεκρίθη ὑπὸ τοῦ Ἡδιοκτήτου ἡ θεωρήση ὡς τελικῶς ἔγκριθείσα παρ' αὐτοῦ. Ἡ μηνιαία πιστοποιήσεις δὲν ὑπόκειται εἰς καυσίαν μείωσιν λόγῳ κατεύθυνσιν. Οἱ τυχὸν φόροι, τέλη, κρατήσεις ὑπὲτο τοῦ Δημοσίου ἡ ὑπὲτο τοίτου πακού τῶν ὑπενολόγων πληρούνται ποσγενέστερον καὶ ἀποτελοῦν δικαιολογητικὰ συντάξεις τοῦ λογαριασμοῦ. Αἱ διατάξεις τοῦ ὑπεδαχού (δ) τοῦ δρου 18 τῶν Εἰδικῶν "Οσων θὰ ἔγωσιν ἐφασμογήν ἐν σγέσει μὲ τὴν μὴ πληρωμὴν ὑπὸ τοῦ Ἀναδόχου εἰς τὸν Ὑπεργολάβον" κατὰ τὴν καθωσιτεύην ἡμεούσην τῆς μηνιαίας πιστοποιήσεως, αἱ δὲ διατάξεις τῶν δρου 19 καὶ 20 τῶν Εἰδικῶν "Οσων θὰ ἔγωσιν ἐσαμογὴν ὡς πρὸς τὸν τρόπον τῆς πληρωμῆς τῶν μηνιαίων πιστοποιήσεων.

56. Εγκρισις μόνον διὰ Πιστοποιητικοῦ Συντηρήσεως:

Οὐδὲν ἔτερον πιστοποιητικόν, ἐκτὸς τοῦ Πιστοποιητικοῦ Συντηρήσεως τοῦ ἀνασεούμενου εἰς τὸν δρου 57 τοῦ παρόντος. Βύναται νὰ θεωρηθῇ ὅτι ἀποτελεῖ ἔγκρισιν οἰστρήπτως ἔγκρισίας. ἡ ἀλλού θέντρη διὰ τὸ ὅποιον ἐξεδρήθη, οὐδὲ διὰ ἀποτελεῖ παραδογὴν καλῆς ἔσαντον τῆς Συμβάσεως ἡ μέρους ταύτης. ἡ διὰ πιστοποιεῖ οἰστρήπτως ἀπάτηται τοῦ Ὑπεργολάβου διὰ ποσδομένου ἡ ἀπάτηται τοῦ Εἰδικῶν πιστοποιητικὸν δύναται νὰ περιοδοῦῃ ἡ νὰ τροποποιήσῃ τὰς δικαιοδοσίες τοῦ Ἀναδόχου.

57. Πιστοποιητικὸν Συντηρήσεως:

1) Ἡ Σύμβασις δὲν θεωρεῖται συντελεσθεῖσα πρὸ τῆς ὑπογραφῆς ὑπὸ τοῦ Ἀναδόχου τῇ ἐγκρίσει πάντοτε τοῦ Πιστοποιητικοῦ Συντηρήσεως, ἀναγράφουσα ὅτι καὶ ἔργασίας συνεπηρώθησαν κατὰ πλήρως ἴκανοποιητικὸν τρόπον. Τὸ Πιστοποιητικὸν Συντηρήσεως θὰ διέθεται ὑπὸ τοῦ Ἀναδόχου εἰκὼν ὄχτα (28) ἡμέρας μετὰ τὴν ἐκποτὴν τῆς Ηερίδου Συντηρήσεως ἡ ἀμέσως εὐθὺς ὥς, οἰστρήπτως ἔργασίας διατάχεισι κατὰ τὴν Ηερίδον ταύτην σχετικῶς γὰρ τὸ ὑπὸ δύψει ταῦτα, συμφώνως τοῖς δροῖς 49 καὶ 50 τοῦ παρόντος, συνεπηρώθησαν ἴκανοποιητικῶς διὰ τὸν Ἀναδόχον καὶ θὰ ἔχῃ πλήρη ισχὺν ὡς δρός οὔτος ἀδιαχρόως οἰστρήπτως προηγουμένης εἰσόδου εἰς τὰ "Ἐργα ἡ κατοχῆς αὐτῶν ἡ τμήματος αὐτῶν ἡ ἔργασίας ἡ χρησιμοποιήσεως αὐτῶν ἡ τμήματος αὐτῶν ὑπὸ τοῦ Ἡδιοκτήτου.

Ἀλῆγες τῆς εὐθύνης τοῦ Ἡδιοκτήτου:

2) Ὁ Ἡδιοκτήτης δὲν θεωρεῖται ὑπεύθυνος ἀπέναντι τοῦ Ὑπεργολάβου διὰ οἰστρήπτως κατίσιν προερχομένην ἡ σχετικῶμενη πρὸς τὴν μετ' αὐτοῦ Σύμβασιν ἡ τὴν ἐκτέλεσιν τῶν "Ἐργα ἡ κατοχῆς αὐτῶν ἡ ἔργασίας ἡ χρησιμοποιήσεως αὐτῶν ἡ τμήματος αὐτῶν ὑπὸ τοῦ Ἡδιοκτήτου.

Μὴ ἐκπληρωθεῖσαι ὑπογραφέσιες:

3) Πιστοποιητικὸν Συντηρήσεως, ὁ Ὑπεργολάβος καθὼς (ὑπὸ τὴν ἐπιφύλαξιν τοῦ Πιστοποιητικοῦ Συντηρήσεως) τοῦ παρόντος δροῦ) καὶ ὁ Ἀνάδοχος παραχεινούς ὑπεύθυνοι διὰ τὴν ἐκπλήρωσιν πάσης ἐν τῆς Συμβάσεως ὑπὸ τὴν διατάξεις τῶν συναντητῶν του, ἡ ητοις ὑπογρέωσις δὲν είγενειστεί ἐκπληρωθῆση κατὰ τὴν ἐκδοσιν τοῦ Πιστοποιητικοῦ. Πρὸς τὸν σκοπὸν καθορισμοῦ τῆς φύσεως καὶ τῆς ἐκτάσεως τῶν ἐν λόγῳ ὑποχρεώσεων, ἡ Σύμβασις θεωρεῖται παραμένουσα ἐν ισχύι μεταξὺ τῶν συμβαλλομένων.

ΘΕΡΑΠΕΙΑ ΚΑΙ ΔΙΚΑΙΩΜΑΤΑ

58. Εκπτωσις:

1) Ἐὰν δὲ Ὁ Ὑπεργολάβος χρεοκοπήσῃ ἡ ὑποβλήθη ἐναντίον του κατηγορίας πτωχεύτεως, ἡ ὑποδῆλη οὔτος κατηγορίας γιγνομένης ήδια αὐτῆς πρωτοτούλια ἐκκαθαρίσεως, ἡ ἀπάτητη τοῦ Σύμβασιν ὑπὸ τὴν ἐπιβλεψιν ἐπιτροπῆς ἐκ τῶν δανειστῶν του, ἡ (ἐὰν εἴναι ἐταριπέα) εἰσέλθη εἰς τὸ στάδιον τῆς ἐκκαθαρίσεως (ἐκτὸς τῆς διὰ σκοπούς συγκρινέσθεως ἡ ἀναδιχρόωσεως γιγνομένης ήδια αὐτῆς πρωτοτούλια ἐκκαθαρίσεως). ἡ ἐὰν δὲ Ὁ Ὑπεργολάβος ἐγκωρίσῃ τὴν Σύμβασιν δινευ προηγουμένης ἔτραφου συναινέσθεως τοῦ Ἡδιοκτήτου, ἡ ἐὰν διετάχῃ ἐκτέλεσις ἐπὶ τῆς περιουσίας του ἡ ἐὰν δὲ Ὁ Ἀνάδοχος πιστοποιήσῃ ἐγγράφως πρὸς τὸν Ἡδιοκτήτην διτι, κατὰ τὴν γνώμην του, ὁ Ὑπεργολάβος:

α) ἐγκατέλειψε τὴν Σύμβασιν, ἡ

β) διεικαπιολογημένης κατίσιας δὲν ἤργισε τὰ "Ἐργα ἡ ἀνέστειλε τὴν ποόδον αὐτῶν ἐπὶ 28 ἡμέρας, μετὰ τὴν ληψὴν ἐγγράφου διατάχησης τοῦ Ἀναδόχου νὰ προγραφήσῃ τὴν Ηερίδην

γ) παρέλειψε νὰ ἀποκομίσῃ ἐν τοῦ "Ἐργοταξίου ὑλικὰ ἡ νὰ κατεύθυνται καὶ ἀντικαταστήσῃ ἔργασίαν ἐπὶ 28 ἡμέρας μετὰ τὴν ληψὴν ἐγγράφου διατάχησης τοῦ Ἀναδόχου, διτι: τὰ ἐν λόγῳ ὑλικὰ καὶ ἔργασίας ἀπεξείρθησαν ὑπὸ αὐτοῦ. κατὰ τὸ δροῦς δημιουργούσαν τὴν Σύμβασιν, ἡ

δ) δὲν ἐκτελεῖ τὰ "Ἐργα συμβόλως πρὸς τὴν Σύμβασιν, διτι: κατὰ σύστημα παραμελεῖ νὰ συμμερισθῇ πρὸς τὰς ἐκ τῆς Σύμβασεως ὑπογρεώσεις του, ἡ

ε) ἀνέθετε, πρὸς ἑλάσην τῆς ακλῆς ἐκτελέσθεις τῶν "Ἐργα ἡ παρὰ τὰς ἀντιθέτους ὑδηγήσεις τοῦ Ἀναδόχου εἰς τρίτον ὑπεργολάβον τὴν ἐκτέλεσιν μέσους τῆς Σύμβασεως, τότε ὁ Ἡδιοκτήτης δικαιούεται, μετὰ ἐγγράφου πρειδοποιητικού δέκα τετάρτων (14) ἡμερῶν, νὰ καταβάσῃ τὸ "Ἐργοταξίον καὶ τὰ "Ἐργα καὶ νὰ ἐκδιώξῃ ἔξαντα τὸν Ὑπεργολάβον εἰς τούτου νὰ ἀποστῇ τοῦ Συμβολίου ἡ νὰ ἀπαλλάξῃ τὸν Ὑπεργολάβον οἰστρήπτως τῶν Συμβατικῶν ὑπογρεώ-

σεων καὶ εὐθυνῶν του, ἷ νὰ φίξη τὰ δικαιώματα, τὰ ὁποῖα ἡ Σύμβασις παρέχει εἰς τὸν Ἰδιοκτήτην ἢ τὸν Ἀνάδοχον, δύναται: δὲ ἷ νὰ συμπληρώσῃ μόνος του τὰ Ἔργα ἷ νὰ ἀναφέσῃ τὴν συμπλήρωσιν αὐτῶν εἰς ἔτερον Ὑπεργολάβον. Ο Ἰδιοκτήτης ἷ ὁ τρίτος ούτος Ὑπεργολάβος δύναται νὰ χρησιμοποιήσῃ διὰ τὴν συμπλήρωσιν τῶν Ἔργων οἰονδήποτε Κατασκευαστικὸν Ἐξοπλισμόν, πρόχειρα ἔργα ἷ ὑλικά, ἐξ ἑκείνων ἀτινα κατὰ τὰς διατάξεις τῆς Συμβάσεως διετέθησαν ἀποκλειστικῶς διὰ τὴν κατασκευὴν καὶ συμπλήρωσιν τῶν Ἔργων καὶ ἥθελεν ἷ ἥθελον κρίνει τοῦτο ἀναγκαῖον, ὃ δὲ Ἰδιοκτήτης δύναται ὅποτε δέκτητε νὰ πωλήσῃ οἰονδήποτε Κατασκευαστικὸν Ἐξοπλισμόν, Βοηθητικὸν Ἔργων ἷ ἀχρησιμοποίητα ὑλικά διὰ νὰ καλύψῃ μὲ τὸ τέμημα αὐτῶν διαδήποτε ὀφειλόμενα ἷ δυνατὸν νὰ ὀφείλωνται κατὰ τὰς διατάξεις τῆς Συμβάσεως εἰς αὐτὸν ὑπὸ τοῦ Ὑπεργολάβου ποσά.

Ἐκτίμησις ἀποζημιώσεως κατὰ τὸν γρόνον τῆς ἔκπτώσεως:

2) Ὁ Ἀνάδοχος, εὐθὺς ὡς καταστῇ τοῦτο δυνατόν, μετὰ τὴν ἔκβολὴν τοῦ Ὑπεργολάβου ὑπὸ τοῦ Ἰδιοκτήτου, θέλει καθορίσει τὴν ἐγκρίσει πάντοτε τοῦ Ἰδιοκτήτου ἷ κατόπιν ἀναφορᾶς τῶν συμβαλλομένων, ἷ μετὰ ἔρευναν, τὴν ὁποῖαν οὕτος ἥθελε κάμει: ἷ διατάξει, καὶ θέλει πιστοποιήσει ποσὸν (ἐὰν ὑφίσταται τοιούτον) κατὰ τὴν στιγμὴν τῆς ἔκβολῆς θὰ προέκυπτε δικαιολογημένως ὑπὲρ τοῦ Ὑπεργολάβου διὰ τὴν μέχρι τῆς στιγμῆς ταύτης ἔκτελεσθείσαν συμφώνως πρὸς τὸν δρόμον τῆς Συμβάσεως ἔργασίαν κατόπιν ἐπιμετρήσεως καὶ ποία ἷ ἀξίας τῶν μὴ εἰσέτι γιγραμματοιγμένων ἷ ἐν μέρει γρηγοριοποιηθέντων ὑλικῶν, Κατασκευαστικὸν Ἐξοπλισμοῦ καὶ προσωρινῶν ἐγκατατάσσεων, ὡς καὶ τὸ ποσὸν τῶν οἰωνδήποτε ἔκκρεμῶν πιστώσεων αἱ ὁποῖαι ὀφείλονται ἷ θὰ ἥτο δυνατὸν νὰ ὀφείλωνται εἰς τὸν Ὑπεργολάβον.

Πληρωμὴ μετὰ τὴν ἔκπτωσιν:

3) Ἐὰν ὁ Ἰδιοκτήτης ἔκβαλῃ τὸν Ὑπεργολάβον κατὰ τὰς διατάξεις τοῦ παρόντος δροῦ, δὲν εἶναι ὑπεύθυνος νὰ πληρώῃ εἰς αὐτὸν ποσόν τι ἐξ οἰστήποτε αἰτίας τῆς Συμβάσεως μέχρι τῆς ἔκπνοής τῆς Περιόδου τῆς Συντηρήσεως καὶ μετὰ ταῦτα, μέχρις ὅτου τὰ ἔξιδα ἀποπερατώσεως καὶ Συντηρήσεως, ὡς καὶ ζημιῶν ἐκ τῆς καθυστερήσεως τῆς ἀποπερατώσεως (ἐὰν ὑπῆρχε τοιαύτη) καὶ ὅλα τὰ λοιπὰ ἔξιδα, τὰ ὁποῖα ὑπέστη ὁ Ἰδιοκτήτης, ἔξαιρεισθεῖσαι καὶ τὸ ποσὸν αὐτῶν διεῖαιωθῆ ὑπὸ τοῦ Ἀναδόχου. Τότε ὁ Ὑπεργολάβος διεκαιοῦται νὰ λάβῃ μόνον τὸ ποσὸν ἷ τὰ ποσὰ (ἐὰν ὑπάρχουν τοιαῦτα) τὰ ὁποῖα θὰ πιστοποιήσῃ ὁ Ἀνάδοχος τὴν ἐγκρίσει τοῦ Ἰδιοκτήτου διὰ τοῦ ὀφείλονται μετὰ τὴν ὑπὸ αὐτοῦ συμπλήρωσιν καὶ ἀφαίρεσιν τοῦ ποσοῦ τὸ ὁποῖον θὰ δικαίησῃ διὰ τὰ ἀρχῆ τῆς παραγράφου ταύτης ἔξιδα. Ἐὰν τὸ ποσὸν τοῦτο ὑπερβαίνῃ τὸ ποσόν, τὸ ὁποῖον θὰ ἐλάμβανεν ὁ Ὑπεργολάβος κατὰ τὴν κανονικὴν ἀποπεράτωσιν τῶν Ἔργων, τότε ὁ Ὑπεργολάβος, τὴν αἰτίαν τοῦ Ἰδιοκτήτου, ὥφειλει νὰ καταβάλῃ εἰς αὐτὸν τὸ ἐπὶ πλέον ἄλλως θεωρεῖται ὡς χρέος τοῦ Ὑπεργολάβου πρὸς τὸν Ἰδιοκτήτην καὶ δύναται νὰ ζητῇ ὡς τοιούτον, ὑπὸ τὴν προϋπόθεσιν διὰ τὰ ἀντιτέρω οὐδόλως θὰ ἀποτελέσουν δικαιολογίαν διὰ τὸν Ἰδιοκτήτην διὰ τὸν Ἀνάδοχον μὴ καταβάλῃ κατὰ τὰς λήξεις οἰονδήποτε εἰς τῶν Χρεωστικῶν Ὁμολόγων τὰ ὁποῖα ἀπεδόθησαν εἰς τὸν Ἀνάδοχον ὑπὸ τοῦ Πασχακαταμέτου, κατ' ἔφαρμογὴν τῶν διατάξεων τῶν Εἰδικῶν "Ορων.

59. Ἐπείγουσι Ἐπισκευαῖ:

Ἐὰν λόγῳ ἀτυχήματος, σφάλματος ἷ ἄλλου γεγονότος λαθόντος γάρων εἰς τὰ Ἔργα, κατὰ τὴν περίοδον τῆς ἔκτελέσεως τούτων ἷ κατὰ τὴν περίοδον τῆς Συντηρήσεως, παρατῆ ἀνάγκη ἔκτελέσεως ἐπισκευῶν, αἴτιες, κατὰ τὴν πρότασιν τοῦ Ἀναδόχου ἷ τοῦ Ἐκπροσώπου αὐτοῦ καὶ τῇ ἐγκρίσει πάντοτε τοῦ Ἰδιοκτήτου εἶναι: ἐπείγουσαι: διὰ τὴν ἀσφάλειαν τῶν Ἔργων, ὃ δὲ Ὕπεργολάβος δὲν δύναται ἷ εἶναι ἀπρόθυμος νὰ ἔκτελέσῃ πάραυτα τοιαύτην τινὰ ἔργασίαν, τότε ὁ Ἰδιοκτήτης δύναται: διὰ τὸν δῆλων πως λαμβανομένων ἔργατων νὰ ἔκτελέσῃ τὰς ἐπισκευάς τὰς ὁποῖας ὁ Ἀνάδοχος ἷ Ὁ Ἐκπρόσωπος αὐτοῦ κρίνουν ἀναγκαῖας.

Ἐὰν αἱ οὖτα ἔκτελεσθεῖσαι ὑπὸ τοῦ Ἰδιοκτήτου ἔπισκευαὶ εἶναι, κατὰ τὴν πρότασιν τοῦ Ἀναδόχου τῇ ἐγκρίσει

τοῦ Ὑπόπτου, ἐξ ἑκείνων, διὰ τὰς ὁποῖας ἷ τοῦ Ἐπισκευαστικούς ὑπεύθυνος ὁ Ὑπεργολάβος, τότε διὰ τὰ ἔξιδα, τὰ ὁποῖα δεδικιαστοῦμένως ὑπέστη, ὁ Ἰδιοκτήτης, ὥφειλον νὰ καταβληθῶσιν παρὰ τοῦ Ὑπεργολάβου ἷ δύναται νὰ κρητηθῶσιν ὑπὸ τοῦ Ἰδιοκτήτου ἐπὶ παντὸς ὀφειλομένου εἰς τοὺς ποσούς. Ὁ Ἀνάδοχος ἷ ὁ Ἐκπρόσωπος αὐτοῦ (ἀναλόγως τῆς περιπτώσεως) ὥφειλον τὸ δυνατόν ταχύτερον μετὰ τὴν ἐπέλευσην τοιαύτης ἐπειγόμενης ἀνάγκης νὰ εἰδοποιήσουν περὶ τούτου τὸν Ὑπεργολάβον ἐγγράφως.

ΕΙΔΙΚΟΙ ΕΞΑΙΡΕΤΙΚΟΙ ΚΙΝΔΥΝΟΙ

60. Δὲν ὑπάρχει: Εὔδύνη διὰ τὰ ἀπρόσπτα λόγω Πολέμου:

1) Ὁ Ὑπεργολάβος οὐδεμίαν ὑπέχει εὐθύνην δι' ἀποδημίασιν ἷ ἄλλην χρηματικὴν καταβολὴν διὰ καταστροφὴν ἷ βλάβην τῶν Ἔργων (ἐκτὸς ἐὰν πρόκειται περὶ ἔργατος ἀπορριφθείσης κατὰ τὰς διατάξεις τοῦ δροῦ 40 τοῦ παρόντος πρὸ τῆς ἔκπελεύσεως τῶν κατωτέρω ἀναφερομένων (εἰδικῶν ἐξαιρετικῶν κινδύνων)) ἷ τῶν Βοηθητικῶν Ἔργων ἷ οἰστασθεῖστε περιουσίας τοῦ Ἰδιοκτήτου ἷ τρίτων, ἷ διὰ βλάβην ἷ ἀπώλειαν ζωῆς, ἐφ' δόσον ταῦτα εἶναι συνέπεια ἀμεσοῦ ἷ ἔμμεσος πολεμικῶν ἐπιχειρήσεων (εἴτε πρόκειται περὶ κεκηρυγμένου εἴτε περὶ ἀκρύκτου πολέμου) ἐπιδρομῆς, εἰσβολῆς ἵξεων στρατευμάτων, ἐπαναστάσεως, στρατιωτικοῦ κινήματος ἷ ἐμφυλίου πολέμου, στάσεως (ἐκτὸς ἐὰν αὗτη συνέβη μόνον ἐντὸς τοῦ προσωπικοῦ τοῦ Ὑπεργολάβου) ἀναταραχῆς, ὅχλωγαγής (ἀπαντα συγνοπτικῶς ἀναγραφόμενα ἐν τοῖς ἐφεξῆς ὡς «εἰδικοῖς ἐξαιρετικοῖ κινδύνοι»). Ὁ Ἰδιοκτήτης ὥφειλει νὰ ἀπαλλάξῃ τὸν Ὑπεργολάβον οἰστασθεῖστε εὐθύνης ἐκ τούτων ὡς καὶ πάστρας ἀπαιτήσεως, ἐνεργείας, ζημιῶν, ἐξόδων καὶ ἐπιδιαρύσσεων οἰστασθεῖστε φύσεως, προερχομένων ἐκ τῶν ἀνωθεὶς αἵτιοι ἷ συνεπεία αὐτῶν, ὥφειλει δὲ νὰ ἀποζημιώσῃ τὸν Ὑπεργολάβον διὰ πασχαν ἀπώλειαν ἷ ζημίαν τῆς περιουσίας αὐτοῦ, χρηματικοῦ οἰστασθεῖσης ἷ μελλούσης νὰ χρησιμεύσῃ εἰς τὴν κατασκευὴν τῶν Ἔργων (συμπεριλαμβανομένης καὶ τῆς ὑπὸ μεταφορὰν εἰς τὸν Ἐργοτάξιον οἰστασθεῖστε τμήματος τῆς Οδοῦ περιουσίας τοῦ), προελθοῦσαν ἀμέσως ἷ ἔμμεσως ἐν τῶν ἄνω ἀναφερομένων ως «εἰδικῶν ἐξαιρετικῶν κινδύνων».

Ζημίαι εἰς τὰ Ἔργα:

2) Ἐὰν τὰ Ἔργα, τὰ Βοηθητικὰ Ἔργα, ἷ τὰ ὑλικά, (εἴτε διὰ τὰ πρώτα εἴτε διὰ τὰ δεύτερα) τὰ εὑρισκόμενα πλησίον ἷ ὑπὸ διαμετακόμισιν ἷ εἰς τὸ Ἐργοτάξιον οἰστασθεῖστε τμήματος τῆς Οδοῦ ὑποστοῦν καταστροφὰς ἷ ζημιάς ἐξ οἰστήποτε ἐκ τῶν προαναφερθέντων «εἰδικῶν ἐξαιρετικῶν κινδύνων», ὁ Ὑπεργολάβος διεκαιοῦται νὰ πληρωμῇ δι' οἰδονδήποτε μόνιμον ἔργον ἷ δι' εἰδικήποτε διεκαιοῦται ὑλικὰ καταστραφέντα ἷ βλαβεῖται, ὁ δὲ Ἰδιοκτήτης ὥφειλει νὰ πληρωμῇ τὸν Ὑπεργολάβον διὰ τὴν ἀποκατάστασιν τῶν Ἔργων, τῶν Προσωρινῶν Ἔργων καὶ τὴν ἀποκατάστασιν τῶν ὑλικῶν τὰ ὁποῖα ὁ Ἀνάδοχος ἥθελε ζητήσει ἷ ἥθελε προτείνῃ διὰ τὴν συμπλήρωσιν τῶν Ἔργων ἐπὶ τῇ βάσει τῶν πραγματικῶν δαπανῶν τοῦ Ὑπεργολάβου τῇ ἐγκρίσει πάντοτε τοῦ Ἰδιοκτήτου, πλέον ποσοστοῦ ὥφειλους, τὸ ὁποῖον δ' Ἀνάδοχος θέλει πιστοποιήσει:

Βλήματα, βόμβαι, κλπ.:

3) Καταστροφαί, ζημίαι ἷ ἀπώλειας ζωῆς προερχόμεναι: ὑποτεδήποτε καὶ ὑπουδήποτε, ἐκ τῆς ἐκρήξεως, ἷ προσκρούσεως ἐπὶ νάρκης, βόμβας, βλήματος, χειροβομβίδος ἷ οἰστηδήποτε πολεμοφόδιον ἷ ἐκρηκτικοῦ ὑλικοῦ ἷ πολεμικοῦ μηχανήματος, θεωροῦνται ως συνέπεια τῶν προαναφερθέντων «εἰδικῶν ἐξαιρετικῶν κινδύνων».

Πρόσθετοι δαπάναι: ἐξ «εἰδικῶν ἐξαιρετικῶν κινδύνων»:

4) Ὁ Ἰδιοκτήτης θὰ καταβάλῃ εἰς τὸν Ὑπεργολάβον πᾶσαν αὐξήσιν σχετικὴν μὲ τὸ κόστος τῶν Ἔργων (ἐκτὸς τῶν δαπανῶν ἐπανακατασκευῆς ἀπορριφθείσης ἔργασίας κατὰ τὰς διατάξεις τοῦ δροῦ 40 τοῦ παρόντος πρὸ τῆς ἔκπελεύσεως τῶν «εἰδικῶν ἐξαιρετικῶν κινδύνων»), ὥφειλομένην ἷ ἀποδιδομένην ἷ ἀποτελοῦσαν συνέπειαν τρόπου συνδεομένην μὲ τὸν «εἰδικοὺς ἐξαιρετικούς κινδύνους» (επιφυλακούμενων τῶν κατωτέρων περὶ ἔργατος ἷ ἀποτελοῦσαν συνέπειαν κατ' οἰστηδήποτε τρόπουν

λέμου). Όφείλει δημόσιος ό την περιγολάδος, εύθυνος ως λάτη γηώσιν μιᾶς τοιωτηριανής έπειτα στην πάρκα την περιγολάδος. νὰ εἰδοποιήσῃ πάρκου περι τούτο τὸν Ἀνάδοχον ἐγγράφως.

Ἐκρηκτικοὶ πολέμου:

5) Εὰν κατὰ τὴν διάρκειαν τῆς Συμβάσεως ἐκραγοῦν ἔχθροπραξίαι (πόλεμος, εἴτε κεντριγμένος, εἴτε ἀκήρουτος). εἰς οἰονδήποτε μέρος τοῦ κόσμου, αἱ ὅποιαι οἰκονομικῶς, ἡ ἄλλως πως ὑλικῶς ἐπιρεάζουν τὴν ἔκτελεσιν τῶν Ἔργων, ὁ Ὑπεργολάδος ὅφείλει, ἔως ὅτου ἡ Σύμβασις λήξῃ, κατὰ τὰς διατάξεις τοῦ παρόντος δρου, νὰ καταβάλῃ πᾶσαν προσπάθειαν ἀποπερατώσεως τῶν Ἔργων, ὁ δὲ Ἰδιοκτήτης ἔχει τὸ δικαίωμα καθ' οἰονδήποτε στιγμὴν μετὰ τὴν ἔκρηκτην τοῦ πολέμου νὰ θεωρήσῃ λήξασαν τὴν Σύμβασιν, εἰδοποιῶν ἐγγράφως τὸν Ἀνάδοχον. "Αμα τῇ λήψῃ τῆς τοιωτηριανῆς κοινοποιήσεως (ἔξαιρεσι τῶν δικαιωμάτων τῶν συμβαλλομένων κατὰ τὰς διατάξεις τοῦ παρόντος δρου καὶ τῶν διατάξεων τοῦ δρου 62 τοῦ παρόντος), ἡ Σύμβασις θεωρεῖται λήξασα, γιατὶς ἐκ τούτου νὰ παραβλητανται τὰ δικαιώματα ἐκτεροῦ τῶν συμβαλλομένων διὰ διεκδικήσεις προηγηθείσας τῆς λήξεως τῆς Συμβάσεως.

Ἀποκόμισις ἐξοπλισμοῦ ἐν περιπτώσει λήξεως τῆς Συμβάσεως:

6) Εὰν ἡ Σύμβασις τερματισθῇ κατὰ τὰς διατάξεις τοῦ ἀνωτέρῳ ἀναφερθέντος ὑπεδαρίου, ὁ Ὑπεργολάδος ὅφείλει μὲ πᾶσαν δυνατὴν ταχύτητα νὰ ἀπομακρύνῃ ἐκ τοῦ Ἔργοταξίου ἀπαντα τὸν Κατασκευαστικὸν Ἐξοπλισμόν.

Πληρωμὴ ἐν περιπτώσει λήξεως τῆς Συμβάσεως:

7) "Οταν ἡ Σύμβασις θεωρηθῇ λήξασα, ὡς ἀνωτέρω, ὁ Ὑπεργολάδος θὰ πληρωθῇ ὑπὸ τοῦ Ἰδιοκτήτου (ἐφ' ὅσον δὲν ἔχει ἥδη καλυφθῇ τὸ λαβεῖν του διὰ προηγουμένων τηματικῶν πληρωμῶν) διὰ πᾶσαν ἐργασίαν συντελεσθεῖσαν πρὸ τῆς ἡμερομηνίας τῆς λήξεως τῆς Συμβάσεως εἰς τὰς τιμὰς τὰς προβλεπομένας ὑπὸ τῆς Συμβάσεως. καὶ ἐπὶ πλέον δὲ πληρωθῇ διά:

α) Πᾶν ποσὸν ληξιπρόθεσμον δι' ἐργασίαν ἡ παρασχεδεῖσας ὑπηρεσίας, ἐφ' ὅσον αὗται ἔχουν πλήρως συντελεσθῆ, ἀνάλογον δὲ τοιοῦτον, κατέπιν πιστοποιήσεως τοῦ Ἀνάδοχου, δι' ἡμιτελῆ ἐργασίαν ἡ ὑπηρεσίαν.

β) Τὸ κόστος τῶν ὑλικῶν ἡ προμηθεῖσαν, τῶν ὅποιων ἡ ποραγγελία ἔγένετο κανονικῶς καὶ ἥτο ἀπαραίτητος διὰ τὰ Ἔργα ἡ τὰ Βοηθητικὰ τοιαῦτα καὶ αἱ ὅποιαι παρεδόμησαν εἰς τὸν Ὑπεργολάδον ἡ τὰς ὅποιας ὁ Ὑπεργολάδος εἶναι νομικῶς ὑπόχρεως νὰ παραλάβῃ. (Τὰ ὑλικὰ καὶ κι προμήνειαι αὗται περιέρχονται μετὰ τὴν πληρωμὴν των ὑπὸ τοῦ Ἰδιοκτήτου εἰς τὴν κυριότητα αὐτοῦ).

γ) Ποσὸν πιστοποιούμενον ὑπὸ τοῦ Ἀνάδοχου καὶ ἀφορὸν διαπάνας τὰς ὅποιας εὐλόγως ὑπέστη ὁ Ὑπεργολάδος, μὲ τὴν προσπικήν, ἦν εἰχε, τῆς συμπληρώσεως τοῦ συνόλου τῶν Ἔργων, ἐφ' ὅσον αἱ διαπάναι αὗται δὲν καλύπτονται μὲ τὰς πληρωμάς τοῦ προηγουμένων ἀναφερθέντος ἐδαφίου.

δ) Πᾶν ποσὸν πληρωτέον κατὰ τὰς διατάξεις τῶν παραγράφων (1), (2), καὶ (4) τοῦ παρόντος δρου.

ε) Οἰονδήποτε πρόσθετον ποσὸν πληρωτέον κατὰ τὰς διατάξεις τῶν δρων 8 καὶ 9 τῶν Εἰδικῶν Ὁρων τῆς Συμβάσεως.

Ϛ) Τὰς κανονικὰς διαπάνας ἀποκομίσεως κατὰ τὰς διατάξεις τῆς παραγράφου (6) τοῦ παρόντος δρου καὶ (ἐὰν ἔτηθῇ τούτο ἀπὸ τὸν Ὑπεργολάδον) τῆς ἐπαναφορᾶς εἰς τὰς κεντρικὰς διαδόμηκας τῆς χώρας προελεύσεως τοῦ Ὑπεργολάδου εἰς ἀδὲ οὗτος εἶναι μονίμως ἐγκατεστημένος, ἡ εἰς οἰονδήποτε ἄλλον τόπον προορισμοῦ, ἐφ' ὅσον δὲν ἥθελεν εἶναι μεγαλυτέρα ἡ σχετικὴ διαπάνη.

Ϛ) Τὰ εὐλογια ἔξιδα ἐπαναπατρισμοῦ ὅλων τῶν ἐργατῶν καὶ τοῦ προσωπικοῦ τοῦ Ὑπεργολάδου τῶν ἀπασχολουμένων εἰς τὰ Ἔργα ἡ τῶν ἔχόντων σχέσιν μὲ αὐτὰ κατὰ τὸν χρόνον τῆς λήξεως τῆς Συμβάσεως.

ΑΔΥΝΑΜΙΑ ΠΡΑΓΜΑΤΟΠΟΙΗΣΕΩΣ ΤΗΣ ΣΥΜΒΑΣΕΩΣ

61. Ἀποκηριάσις ἐν περιπτώσει Ἀδυναμίας Πραγματοποίησεως τῆς Συμβάσεως:

Εἰς περίπτωσιν ματαίωσεως τῆς Συμβάσεως, εἴτε ἔνεκα πολέμου, εἴτε δι' ἄλλον οἰονδήποτε λόγου, τὸ πληρωτέον εἰς τὸν Ὑπεργολάδον ὑπὸ τοῦ Ἰδιοκτήτου ποσόν, ἐν σχέσει πρὸς τὴν ἔκτελεσιν ἐργασίαν, εἶναι τὸ αὐτὸ μὲ τὸ τοῦ δρου 60, ὡς ἔνα δηλαδὴ ἡ Σύμβασις ἐτερματίζετο κατὰ τὰς διατάξεις τοῦ δρου 60.

ΔΙΕΥΘΕΤΗΣΙΣ ΤΩΝ ΔΙΑΦΟΡΩΝ

62. Διευθύντησις τῶν Διαφορῶν — Διατάξεις:

Πᾶσα διαφωνία ἀναφοριμένη μεταξὺ τῶν συμβαλλομένων σχετικὴ μὲ οἰονδήποτε θέμα τῆς Συμβάσεως ἡ σχέσιν ἔχον μὲ αὐτὴν ἡ μὲ τὴν ἔμμηνέαν οἰονδήποτε δρου τῆς Συμβάσεως ἡ τυχὸν παραλείψεως εἰς αὐτὴν, ητος δὲν εἰναι δυνατὸν γὰ τακτοποιηθῆ διὰ μεταξύ των συμφωνίας, θὰ ὑποθάλληται εἰς διατηρίαν συμφώνως πρὸς τὰς διατάξεις τοῦ δρου 34 τῶν Εἰδικῶν Ὁρων τῆς Συμβάσεως.

ΚΟΙΝΟΠΟΙΗΣΙΣ

63. Κοινοποιήσις εἰς τὸν Ὑπεργολάδον:

1) Οἰαδήποτε κοινοποίησις πρὸς τὸν Ὑπεργολάδον κατὰ τοὺς δρους τῆς Συμβάσεως δύναται νὰ ἀποστέληται εἰς αὐτὸν διὰ τοῦ ταχυδρομείου, εἴτε νὰ ἐπιδίδεται εἰς τὸ κεντρικὸν γραφεῖον τοῦ Ὑπεργολάδου. Ἐὰν ὁ Ὑπεργολάδος ἔχῃ κεντρικὸν γραφεῖον τῶν Ἕλλαδος, ἐπίδοσις πραγματοποιεῖται εἰς τὰ κεντρικὰ γραφεῖα τῶν Ἕλλαδος (ἢ ἐν περιπτώσει καθ' ἧν ὁ Ὑπεργολάδος εἶναι Ἐπαρεία, εἰς τὰ γραφεῖα αὐτῆς).

Κοινοποίησις πρὸς τὸν Ἰδιοκτήτην:

2) Οἰαδήποτε κοινοποίησις πρὸς τὸν Ἰδιοκτήτην κατὰ τοὺς δρους τῆς Συμβάσεως δύναται νὰ ἀποστέληται εἰς αὐτὸν ταχυδρομικῶς ἡ νὰ ἐπιδίδεται εἰς τὴν διεύθυνσιν τοῦ Ὑπουργίου Δημοσίων Ἔργων τῆς Ἑλληνικῆς Κυβερνήσεως ἐν Ἀθήναις.

Κοινοποίησις πρὸς τὸν Ἀνάδοχον:

3) Οἰαδήποτε κοινοποίησις πρὸς τὸν Ἀνάδοχον κατὰ τοὺς δρους τῆς Συμβάσεως δύναται νὰ ἀποστέληται εἰς αὐτὸν ταχυδρομικῶς ἡ νὰ ἐπιδίδεται εἰς τὸ κεντρικὸν γραφεῖον τοῦ Ἀναδόχου. Ἐὰν ὁ Ἀνάδοχος ἔχῃ κεντρικὸν γραφεῖον ἐν Ἕλλαδι ἡ κοινοποίησις, ὡς προελέχθη, θὰ γίνῃ εἰς τὸ κεντρικὸν γραφεῖον αὐτοῦ ἐν Ἕλλαδι (ἢ εἰς ἦν περιπτώσειν ὁ Ἀνάδοχος εἶναι Ἐπαρεία, εἰς τὰ γραφεῖα αὐτῆς).

ΠΑΡΑΒΑΣΕΙΣ ΤΟΥ ΙΔΙΟΚΤΗΤΟΥ

64. Παραβάσεις τοῦ Ἰδιοκτήτου:

1) Εἰς περίπτωσιν καθ' ἦν ὁ Ἰδιοκτήτης παραλείψῃ νὰ πληρωθῇ εἰς τὸν Ὑπεργολάδον ποσὸν ὁφειλόμενον ἐκ πιστοποίησεως τοῦ Ἀναδόχου ἐγκεκριμένης παρὰ τὸν Ἐπόπειον ἐνεγκέκριναν τοῦτο (90) ἡμέρων. ἀδὲ ἡ τοῦτο κατέστη ληξιπρόθεσμον κατὰ τοὺς δρους τῆς Συμβάσεως, ὁ Ἀνάδοχος ἔχει τὸ δικαίωμα, ἀνευ παραβλάψεως ἐτέρων δικαιωμάτων, νὰ θεωρηθῇ λήξασαν τὴν ἀπασχόλησιν τοῦ Ὑπεργολάδου κατὰ τὴν σύμβασιν, εἰδοποιῶν ἐγγράφως τὸν Ἰδιοκτήτην. Ἐγ περιπτώσει καθ' ἦν ὁ Ὑπεργολάδος ηθελει κάμει χρῆσιν τῶν δικαιωμάτων του ἀπορρέοντων ἐκ τῆς παραβλάψεως ὑπὸ τοῦ Ἰδιοκτήτου τῆς παρούσας παραχράφου, τοιαύτη εἰδοποίησις ληξιεως τῆς ἀπασχολήσεως του διὰ ἐπιδίδεται τούλαγιστον τριάκοντα (30) ἡμέρων. ἀδὲ τὴν παραχράφαν ταύτην θὰ παραβλάψῃ τὸ δικαίωμα τοῦ Ὑπεργολάδου νὰ διακόψῃ τὰ Ἔργα, ὡς ἀναφέρεται εἰς τὸν δρον 18 τῶν Εἰδικῶν Ὁρων.

2) Κατὰ τὴν ἐπίδοσιν τῆς κοινοποίησεως ὁ Ὑπεργολάδος (παρὰ τὰς διατάξεις τοῦ δρου 53, παράγραφος (1) τοῦ παρόντος) ὁφείλει νὰ ἀπομακρύνῃ ἐκ τοῦ χώρου τῶν Ἔργων μὲ δῆλη τὴν δυνατὴν ταχύτητα ἀπαντα τὸν

Κατατακευαστικὸν Ἐξοπλισμόν, τὸν ὁποῖον οὗτος προσεκόμισεν ἔκει.

3) Εἰς περίπτωσιν τοιούτου τερματισμοῦ τῆς Συμβάσεως, ὃ Ἰδιοκτήτης θὰ ἔχῃ τὰς αὐτάς ὑποχρεώσεις ἔναντι τοῦ Ὑπεργολάθου, δόσον ἀφορᾶ ἐις τὰς πληρωμάς, ὡς ἐὰν ἡ Σύμβασις ἐτερματίσθῃ ὑπὸ τὰς συνθήκας τοῦ ὅρου 60, ἀλλ' ἐπὶ πλέον τῶν πληρωμῶν τῶν ἀναγραφούμενών εἰς τὸν τελευταῖον τοῦτον ὅρον 60 παράγραφος (7), ὃ Ἰδιοκτήτης θὰ πληρώσῃ εἰς τὸν Ὑπεργολάθον καὶ πᾶν ποσὸν προερχόμενον ἐξ ἀπωλείας ἡ ζημίας, ἣν ὑπέστη οὗτος ἐκ τοῦ τοιούτου τερματισμοῦ τῆς Συμβάσεως.

4) Οὐδὲμία διατάξεις τοῦ παρόντος ὅρου δύναται νὰ παραχθάψῃ τὸ δικαιώματος τοῦ Ὑπεργολάθου νὰ ἔξασκησῃ ἐκ παραλλήλου πρὸς τὰ δικαιώματα τοῦ ὅρου τούτου καὶ πᾶν ἔτερον δικαιώματος, τὸ ὁποῖον οὗτος ἔχει.

65. Αὔξησις καὶ Μείωσις τοῦ Κόστους:

"Οπου ὑπάρχει ἀνάγκη ἀναπροσαρμογῆς τῶν τιμῶν μονάδος συμφώνως πρὸς τὰς διατάξεις τοῦ ὅρου 14 τῶν Εἰδικῶν "Ορων τῆς Συμβάσεως, ἐν τοιαύτῃ περιπτώσει, πρὸς ὑπολογισμὸν τῆς διακυβάνσεως τῶν τιμῶν, ὡς προβλέπεται εἰς τὸν σχετικὸν ὅρον τῶν Εἰδικῶν "Ορων, τὰ ποσὰ τῶν ἀντιστοίχων μηνιάν πιστοποιήσεων τῶν ὑποθλητησμούμενών ὑπὸ τοῦ Ὑπεργολάθου καὶ τὰ ποσὰ τῶν τιμῶν μονάδος τῶν ἀντιστοίχων ποσοτήτων θὰ ἐκφράζωνται εἰς δραχμάς, θάσει τῆς ἀνωτάτης τιμῆς τοῦ δολαρίου H.P.A. εἰς δραχμάς μὲ τὴν τιμὴν τυναλλάγματος μεταξὺ δολαρίου H.P.A. καὶ δραχμῆς τὴν ισχύουσαν κατὰ τὴν πήμερομηνίαν καθ' ἥν ὁ Ὑπεργολάθος θὰ ἔχῃ ὑποβάλει εἰς τὸν Ἰδιοκτήτην τὸν Πίνακα τῶν Τιμῶν Μονάδος, ὡς ἐν ὅρῳ 13 τῶν Εἰδικῶν "Ορων καθορίζεται. Μετὰ τὸν καθορισμὸν τοῦ ποσοῦ τῆς εἰς δραχμάς κατεξήσεως ἡ μειώσεως συνεπείχε ισχύος τῶν διατάξεων τοῦ ὅρου 14 τῶν Εἰδικῶν "Ορων, τὸ ποσὸν τοῦτο, συμφώνως πρὸς τὰς διατάξεις τοῦ ὅρου 12 τῶν Εἰδικῶν "Ορων, θὰ προστεθῇ ἡ θὰ ἀρχαρεθῇ ἀπὸ τὰς τιμὰς μονάδος εἰς δολαρίου H.P.A. εἰς δραχμάς μὲ τὴν τιμὴν τοῦ συναλλάγματος μεταξὺ δολαρίου H.P.A. καὶ δραχμῆς ισχύουσαν κατὰ τὴν πήμερομηνίαν καθ' ἥν ὁ Ὑπεργολάθος θὰ ἔχῃ ὑποβάλει εἰς τὸν Ἰδιοκτήτην τὸν Πίνακα τῶν Τιμῶν Μονάδος καὶ τὰς Τυμάς, ὡς καθορίζεται ἐν ὅρῳ 13 τῶν Εἰδικῶν "Ορων. Αἱ τιμὴι συναλλάγματος αἱ ἀναφερόμεναι ἐν τῷ παρόντι ὅρῳ θὰ εἶναι αἱ τοιαῦται αἱ δημοσιεύμεναι ὑπὸ τῆς Τραπέζης τῆς Ἐλλάδος.

Οἱ Συμβαλλόμενοι:

Διὰ τὸ Ἐλληνικὸν Δημόσιον
Ο Ὑπουργὸς ἐπὶ τοῦ Συντονισμοῦ
ΝΙΚΟΛΑΟΣ ΜΑΚΑΡΕΖΟΣ

Διὰ τὴν Ἐταιρείαν
MACDONALD CONSTRUCTION COMPANY
ROBERT E. MACDONALD

ΠΑΡΑΡΤΗΜΑ «Ε»

Τῆς ἡπὸ 29.10.1968 μεταξὺ τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας MACDONALD CONSTRUCTION COMPANY συναρθείσης Συμβάσεως.

Πίνακες προδεσμῶν ἐκφαίνων τὰς καθ' ἔκαστα προδεσμίας περιττώσεως τῆς Τεχνικῆς Μελέτης καὶ κατασκευῆς τῆς Ἁδεύ.

1. Τυμά <i>Ηγρούμενίστης—Θεσσαλονίκης</i> χλμ. 406:
α. Περάτωσις μελέτης 2,5 ἑτη
β. Περάτωσις κατασκευῆς 4,5 ἑτη
2. Τυμά <i>Θεσσαλονίκης—Τουρκικῆς Μεδορίου (Γέφυρα Αρδάνη)</i> χλμ. 398:
α. Περάτωσις μελέτης 3,5 ἑτη
β. Περάτωσις κατασκευῆς 5,0 ἑτη

Οἱ Συμβαλλόμενοι:

Διὰ τὸ Ἐλληνικὸν Δημόσιον
Ο Ὑπουργὸς Συντονισμοῦ
ΝΙΚΟΛΑΟΣ ΜΑΚΑΡΕΖΟΣ

Διὰ τὴν Ἐταιρείαν
MACDONALD CONSTRUCTION COMPANY
ROBERT E. MACDONALD

ΟΡΟΙ ΤΗΣ ΣΥΜΒΑΣΕΩΣ

ΜΕΡΟΣ ΙΙ

ΓΕΝΙΚΟΙ ΟΡΟΙ ΑΦΟΡΩΝΤΕΣ ΤΗΝ ΜΕΛΕΤΗΝ ΚΑΙ ΤΑ ΣΧΕΔΙΑ ΤΗΣ ΟΔΟΥ

1. Ορισμοί:

1) Αἱ ἐκφράσεις τοῦ ὅρου 1 τοῦ I Μέρους τῶν "Ορων τῆς Συμβάσεως, ὃσάκις χρησιμοποιηθῶσιν εἰς τὸ παρὸν II Μέρους τῶν "Ορων τῆς Συμβάσεως, θὰ ἔχωσι τὰς ίδιας ἐνοίας εἰς ὅποιαι προσδιωρίσθησαν δι' αὐτάς, σχετικῶς, εἰς τὸν ὅρον 1 τοῦ Μέρους I τῶν "Ορων τῆς Συμβάσεως.

2) «Ἐγγραφα» σημαίνει δόλους τοὺς χάρτας, τὰ σχέδια, τὰ σκαριφήματα, σχεδιαγράμματα, φωτογραφίας, προδιαγραφάς, σχέδια ἐκτελέσεως, πίνακας, ὑπολογισμούς, περιγραφὰς ἔργου, τοπογραφικὰ διαγράμματα, ἐκμέσεις, μελέτας, γνώμας εἰδικῶν καὶ δλα τὰ δλλα ἔγγραφα τὰ ὅποια ὁ Ανάδοχος εἶναι ὑποχρεωμένος νὰ χορηγήσῃ ἡ ἀλλας εἶναι ἀπαραίτητα διὰ τὴν ἐκτέλεσιν τῶν Ἐργών ὑπὸ τῶν Ὑπεργολάθων.

2. Η Συμβάση τοῦ Αναδόχου διὰ τὴν Εργασίας Μελέτων καὶ Σχεδίων:

Κατ' ἀκολουθίαν τῶν διατάξεων τῆς Συμβάσεως, καὶ εἰδικῶς τῶν διατάξεων τοῦ ὅρου 1 τῶν Εἰδικῶν "Ορων τῆς Συμβάσεως, ὃ Ανάδοχος, θὰ σχεδιάσῃ καὶ θὰ προετοιμάσῃ ὅλα τὰ σανγκαῖα "Ἐγγραφα διὰ τὴν ὑπὸ τῶν Ὑπεργολάθων ἐκτέλεσιν τῶν Ἐργών καὶ ίδιας θὰ συμπληρώσῃ τὰς ἐργασίας μελετῶν καὶ σχεδίων εἰς τὰς φάσεις ἀναγνωρίσεως (1 : 20.000) καὶ προμελέτης (1 : 2.000/200) ἀφ' ἑνὸς καὶ δριστικῆς μελέτης ἀφ' ἑτέρου κατὰ τὰ ὑπὸ τοῦ Γ.Δ.Ε. ισχύοντα.

Εἰδικώτερον ἡ δριστικὴ μελέτη θὰ περιλαμβάνῃ:

1) Ορίζοντιογραφίαν, κατὰ μῆκος τομᾶς εἰς κλίμακας 1 : 1.000 καὶ 1 : 100 καὶ διατακμὰς συμφώνως πρὸς τὰ καθοριζόμενα ὑπὸ τοῦ Υπουργείου Δημοσίων Εργών.

2) Τοπογραφικὸς χάρτας εἰς κλίμακα 1 : 250 ή 1 : 500, μὲ καπύλας ἀνὰ μέτρον ισαποχῆς, τῶν κόμβων, γεφυρῶν καὶ ἐναλλαγῶν, ὡς ἀπαιτεῖται διὰ τὴν σχεδίασιν τῆς Οδοῦ.

3) Λεπτομερὴ ἔρευναν θάσεις πραγματικῶν δοκιμῶν ἐδάφους καὶ διάκριση πρὸς τὸν σκοπὸν καθορισμοῦ τῆς καταληλότητος αὐτῶν διὰ τὴν κατασκευὴν τῆς Οδοῦ.

4) Μελέτην ἐδαφολογικὴν καὶ γεωλογικὴν ὡς καὶ δοκιμὰς διὰ τὰς θεμελιώσεις (ἐδράσεις) τῆς Οδοῦ.

5) Λεπτομερὴ καὶ πλήρη σχέδια δόλων τῶν τεχνικῶν Ἐργών.

6) Λεπτομερὴ σχεδιαγράμματα τῶν ἐναλλαγῶν.

7) Προμέτρησιν ποσοτήτων δόλων τῶν εἰδῶν ἐργασίας θασίομένην ἐπὶ τῶν προαναφερθέντων σχεδιαγράμματων.

8) Λεπτομερεῖς κατ' εἰδῶς ἐργασίας, προϋπολογισμούς.

9) Λεπτομερεῖς Προδιαγραφὰς διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν τῆς Οδοῦ.

10) Συγγραφὴ Η Συμβάσεως.

11) Διακήρυξην Δημοπρασίας.

3. Χρονοδιάγραμμα διὰ τὰς Εργασίας τῆς Μελέτης:

Ο Ανάδοχος θὰ ἀρχίσῃ τὰς ἀνωτέρω ἐργασίας οὐχὶ ἐραθύτερον τῶν 30 ἡμερῶν ἀπὸ τῆς ημερομηνίας ισχύος τοῦ παρόντος Συμβολαίου καὶ θὰ συνεχίσῃ τὴν πρόοδον τῶν τοιούτων ἐργασιῶν εἰς τὰ χρονικὰ δρια τὰ τεθέντα εἰς τὸ Παράρτημα «Ε» τοῦ Συμβολαίου, ητοι εἰς τὸ Χρονοδιάγραμμα.

4. Εγκαίριες τῆς Μελέτης ὑπὸ τοῦ Επόπτου Μηχανικοῦ:

Μετὰ τὴν ὑπὸ τοῦ Αναδόχου συμπλήρωσιν δόλων τῶν προαναφερθέντων ἐν δρῳ 2 τοῦ παρόντος ἐργασιῶν, οὗτος θὰ ὑποθέλῃ εἰς τὸν Επόπτην Μηχανικοῦ, πρὸς ἔγκρισην παρ' αὐτοῦ, δλα τὰ "Ἐγγραφα τὰ ἀναφερόμενα εἰς τὴν Μελέτην καὶ τὰ Σχέδια τῆς Οδοῦ τὰ ὅποια συνεπάγησαν καὶ συνεπληρώθησαν ὑπὸ τοῦ Αναδόχου. Εντὸς εἴκοσιν ὥρων (28) ἡμερῶν ἀπὸ τῆς ημερομηνίας εἰς τὸν Επόπτην Μηχανικοῦ τῶν ὡς ἄνω "Ἐγγράφων διὰ Επόπτης Μηχανικού, μετὰ γραπτῶν εἰδοποίησην πρὸς τὸν Ανάδοχον, θὰ ἔγκρινη ταῦτα η θὰ ζητήσῃ ἀπὸ τὸν Ανάδοχον τὴν τροποποίησιν αὐτῶν η παρατάσιν τῆς προθεσμίας ἔγκρισεως. Έν τῇ τελευταίᾳ ταῦτη περιπτώσει, ο Ανάδοχος θὰ συμμορφωθῇ πρὸς τὰς ἀπαιτήσεις καὶ θὰ χορηγήσῃ εἰς τὸν Επόπτην Μηχανικοῦ τοιαύτας ἐπὶ πλέον

κι όποιαι έγένοντα είς τὸν Ἀνάδοχον, ώς ἀνωτέρω καθωρίσθη.

ε) Οιονδήποτε ποσὸν πληρωτέον εἰς τὸν Ἀνάδοχον κατὰ τὰς διατάξεις τῶν ὑπεδαφίων (1), (3) καὶ (4) τοῦ ὅρου 60 τοῦ Ι Μέρους τῶν "Ορων τῆς Συμβάσεως.

γ) Τὰς δικαιολογημένας διαπάντας ἐπιναπατρισμοῦ ὅλου τοῦ προσωπικοῦ τοῦ Ἀνάδοχου καὶ τῶν χρηματοποιημένων ἔργων τῶν διατάξεις τὴν ὑπεδαφίαν (1), (3) καὶ (4) τοῦ ὅρου 60 τοῦ Ι Μέρους τῶν "Ορων τῆς Συμβάσεως.

Ἐν περιπτώσεις καθ' ἥν ὁ Ἰδιοκτήτης καὶ ὁ Ἀνάδοχος, ἐντὸς ἑξήκοντα (60) ημερῶν ἀπὸ τῆς Ημερομηνίας ἀνατολῆς, δὲν συμβωνήσωσι ἀμοιβαίως διὰ τὰ πληρωτέα εἰς τὸν Ἀνάδοχον κατὰ τὰς διατάξεις τῆς παραγράφου (αβ') τοῦ ὑπεδαφίου (1) τοῦ ὅρου τούτου, καὶ κατὰ τὰς διατάξεις τοῦ ὑπεδαφίου (2) τοῦ ὅρου τούτου, τότε τὰ ποσὰ ταῦτα διὰ κακοριασμάτων ὑπὸ τῆς ἡρῷ 34 τῶν Εἴδων "Ορων τῆς Συμβάσεως ἀναφερομένης διατίθησαν.

14. Ἀδυναμία Πραγματεποιήσεως τῆς Συμβάσεως:

Ἐν περιπτώσεις ἀδυναμίας ἀντελέσεως τῆς Συμβάσεως λόγω πολέμου ἢ ὑπεδαφήποτε ἄλλως πως τὸ πληρωτέον εἰς τὸν Ἀνάδοχον ποσὸν θά εἶναι τὸ αὐτὸν πρὸς τὸ ποσὸν τὸ ὅποιον θά ἡτο πληρωτέον κατὰ τὸν ὅρον 13 τοῦ παρόντος.

15. Πρακτικάς Πληρωμῶν τοῦ Ἰδιοκτήτου:

1) Ἐν περιπτώσει:

α) ἀναστολῆς τῆς Συμβάσεως ὑπὸ τοῦ Ὑπεργολάρχου συμφώνως πρὸς τὰς διατάξεις τοῦ ὅρου 64 τοῦ Ι Μέρους τῶν "Ορων τῆς Συμβάσεως, ἥ

β) μὴ πληρωμῆς ὑπὸ τοῦ Ἰδιοκτήτου εἰς τὸν Ἀνάδοχον οἷον δηπότες διειλομένου ποσοῦ κατὰ τὸν Εἴδων "Ορους τῆς Συμβάσεως καὶ τὰς διατάξεις τοῦ Η τούτου Μέρους τῶν "Ορων τῆς Συμβάσεως ἐντὸς ἑνεκήκοντα (90) ημερῶν ἀπὸ τῆς ημερομηνίας καθ' ἥν τοῦτο θήμελες καταστῇ ἀπαιτητὸν κατὰ τὰς συμφωνίας.

ἢ Ἀνάδοχος διειλούται, χωρὶς γὰρ παραχλάπτωνται τὰ δικαιώματά του, γὰρ ἀνατείλῃ τὰς κατὰ τὴν Σύμβασιν ὑπηρεσίας του μετὰ προειδοποίησιν τριάκοντα (30) ημερῶν πρὸς τὸν Ἰδιοκτήτην.

2) Ἐν περιπτώσεις τοιαύτης ἀναστολῆς ὁ Ἰδιοκτήτης θὰ ἔγη τὰς διάδειξ ὑπογραψάτεις πρὸς τὸν Ἀνάδοχον διὰ τὰς πληρωμὰς τὰς ὅποιες θὰ ἔχῃ κατὰ τὰς διατάξεις τοῦ ὅρου 13 τοῦ παρόντος, ἀλλὰ ἐπὶ πλέον, ὁ Ἰδιοκτήτης θὰ πληρώῃ εἰς τὸν Ἀνάδοχον πᾶν ποσὸν ἄνημάς προσγενόμενον εἰς τὸν Ἀνάδοχον διειλούμενον ἢ τυγχανόν μὲν τὴν ἀναστολὴν τῶν ἔργων τὴν συνεπείᾳ ταύτης.

3) Οὐδὲν ἐν τῶν ἐν τῷ ὅρῳ τούτῳ περιλαμβανομένων, θὰ ἀποκλείῃ τὸ δικαιώμα τοῦ Ἀναδόχου γὰρ διενδικήσῃ, ἐπιπροσθέτως πρὸς τὰ δικαιώματα τὰ εἰδικῶς ἀναφερόμενα εἰς τὸν παρόντα ὅρον. οἰδεῖς ποτε ἀλλα δικαιώματα τὰ ὅποια δυνατὸν γὰρ τοῦ ἀνήκουν.

16. Προκαταβολὴ Λησμονίας:

Ἐν περιπτώσεις ἀναστολῆς τῶν ἔργων τὸν ἀδυναμίας συγχίσεως κύτων λόγῳ πολέμου ὡς κακοριζέται, ἐντεῦθεν. οἰονδήποτε ποσὸν, προκαταβολῆς τῆς ἀριθμής, ἐπάρτητη τοιούτον. (ἀναφερόμενον ἐν ὅρῳ 30 (α) τῶν Εἴδων "Ορων) τὸ ὅποιον δὲν ἐπεστράφῃ εἰς τὸν Ἰδιοκτήτην κατὰ τὰς περὶ πληρωμῶν διατάξεις τοῦ ὅρου 30 τῶν Εἴδων "Ορων. θὰ ἀφιερεῖται ἀπὸ τὰς πληρωμὰς αἱ ὅποιαι θὰ γίνωσι εἰς τὸν Ἀνάδοχον συμφώνως πρὸς τὰς διατάξεις τῶν ὅρων 13, 14 καὶ 15 τοῦ παρόντος.

Οἱ Συμβάσιλόμενοι:

Διὰ τὸ Ἐλαγκικὸν Δημόσιον

Ο Υπουργὸς Συντονισμού
ΝΙΚΟΛΑΟΣ ΜΑΚΑΡΕΖΟΣ

Διὰ τὴν Ἐπαρχίαν

MACDONALD CONSTRUCTION COMPANY
ROBERT E. MACDONALD

ΕΙΔΙΚΟΝ ΠΑΡΑΡΤΗΜΑ ΓΠ' ΑΡΙΘ. 1

Τῶν εἰδικῶν ὅρων τῆς ἀπὸ 29.10.1968 Συμβάσεως μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς MACDONALD CONSTRUCTION COMPANY, ST. LOUIS 4, MISSOURI, USA.

Τύπος ἐγγυητικῆς ἐπιστολῆς ἀναφερομένης εἰς τὰ παραχθέντας ζητητικὰ ὄμολογα δολλαρίων 15.000.000, ἵητοι εἰς τὰ ζητητικὰ ὄμολογα παραδοθέντα ως προκαταβολὴ εἰς τὴν MACDONALD CONSTRUCTION COMPANY.

"Ημερομηνία

Πρὸς τὴν Α.Ε.

Τὸν Υπουργὸν Συντονισμού τῆς Ἑλλάδος

Κύριον Νικόλαων Μηχανέρεων

Εκπροσωπούντα τὸ Ἑλληνικόν Δημόσιον

Αξιότιμες Κύριες,

1. Ἀναφερόμενα εἰς τὴν ἀπὸ 29 Οκτωβρίου 1968 σύμβασιν μεταξὺ Τύμων (ἀποκαλούμενου ἐφεξῆς ὁ «Κύριος») ἢ ἐνδός καὶ τῆς MACDONALD CONSTRUCTION COMPANY, ST. LOUIS 4 — MISSOURI, USA (ἀποκαλουμένης ἐφεξῆς ὁ «Ἀνάδοχος») ἢ' ἐτέρου, ἀφορώσης εἰς τὴν κατασκευὴν τῆς ὁδοῦ Ηγουμενίτσης — Κοζάνης — Τουρκικῶν Συνόρων.

2. Συμφώνως πρὸς τὴν Παράγραφον (24x) (v), τῶν Εἰδικῶν "Ορων, ὁ Κύριος παρέδωσεν εἰς τὸν Ἀνάδοχον ζητητικὰ ὄμολογα κερχαλίων ἀξίας 15.000.000 δολλαρίων H.P.A. καὶ ὡντίτοιχα ζητητικὰ ὄμολογα τόκων, ως ταῦτα ἐμφαίνονται εἰς τὸν κατωτέρῳ πίνακα.

3. Κατ' ἐντολὴν καὶ διὰ λογαριασμὸν τῆς MACDONALD CONSTRUCTION CO διὰ τῆς παρούσης ἐπιθεθαιούμεν τὴν ἀκρόλουδον ἡγεμονίαν:

Ο «Κύριος» ἀντιπροσωπεύμενος ὑπὸ τοῦ Υπουργοῦ Συντονισμού τῆς Ἑλλάδος, δικαιούμενται δύος ἀπαιτήσης παρ' ἡμῶν, ημεῖς δὲ δέλομεν καταβάλλεις εἰς αὐτὸν ἐντὸς ἐπιταχμέρου (7) ἀπὸ τῆς λήψεως τῆς ζητητικῆς κίτησεως τούτου καὶ ἀνευ οὐδεμίας ἀντιρρήσεως ἢ ἐπιφυλάξεως, εἴτε τὸ ισόποσον τῶν δέκα πόντων ἐκτακτομηρίων (15.000.000) δολλαρίων H.P.A. εἰς ἐλευθέρως μεταφερόμενα δολαρία H.P.A. εἴτε ἀντίστοιχα ζητητικὰ ὄμολογα τοῦ Ελληνικοῦ Δημοσίου καὶ ἐπιλογῆν μας, καλύπτοντα τὸ ἐν λόγῳ ποσόν.

4. Ο «Κύριος» θὰ κρατῇ ἐξ ὅλων τῶν πληρωμῶν τῶν διειλομένων εἰς τὸν «Ἀνάδοχο» 10 (ο)ο μέχρις ὅτου ἡ προκαταβολὴ τῶν δολλαρίων H.P.A. 15.000.000 ἡ ἐκφρασθεῖσα εἰς ζητητικὰ ὄμολογα ἀπερροφηθεῖσα διὰ τὸ ίδιον ποσόν.

Ο «Κύριος» θὰ μᾶς εἰδοποιεῖ περὶ ἐκάστης τοιαύτης κρατήσεως. ή δὲ εἰδοποίησίς του θὰ δεινωρήται ως κύτωματος ισόποσος μείωσις τοῦ ποσοῦ τῆς ἐγγυήσεως μας.

5. Η παρούσα ἐγγύησης περιορίζεται δι' ἐξήκοντα μῆνας ἀπὸ τῆς ζημερινῆς ημέρας καὶ συμφωνεῖται διπλῶς ἐὰν μετὰ τὴν πάροδον τῶν ἐξήκοντα μηνῶν τὸ 10 (ο)ο τὰ κρατημένην δι' ημῶν συμφώνως μὲ τὴν ἐπισυναπομένην τῇ παρόντῃ σύμβασιν, δὲν ἔχει ἀποπληρώση τὸ ποσὸν τῶν δολλαρίων H.P.A. 15.000.000, ημεῖς κατόπιν αἰτήσεως. θὰ ἐπιστρέψωμεν Τύμην ἐντὸς 7 ημέρων τὸ ποσὸν τῶν ζητητικῶν διοικήσεων μας.

6. Η παρούσα ἐγγύησης περιορίζεται δι' ἐξήκοντα μῆνας ἀπὸ τῆς ζημερινῆς ημέρας καὶ συμφωνεῖται διπλῶς ἐὰν μετὰ τὴν πάροδον τῶν ἐξήκοντα μηνῶν τὸ 10 (ο)ο τὰ κρατημένην δι' ημῶν συμφώνως μὲ τὴν ἐπισυναπομένην τῇ παρόντῃ σύμβασιν, δὲν ἔχειν διπλῶς τὸ ποσό τῶν δολλαρίων H.P.A. 15.000.000, ημεῖς κατόπιν αἰτήσεως. θὰ ἐπιστρέψωμεν Τύμην ἐντὸς 7 ημέρων τὸ ποσὸν τῶν ζητητικῶν διοικήσεων μας.

Πάσα απαίτησις ἐδραζομένη ἐπὶ τῆς παρούσης ἐγγύησεως δέσον νὰ περιελθῃ ημέρας καὶ συμφωνεῖται διπλῶς ἐὰν μετὰ τὴν πάροδον τῶν ἐξήκοντα μηνῶν τὸ 10 (ο)ο τὰ κρατημένην δι' ημῶν ζημερινῆς τῆς ισχύος ταῦτης καὶ δέσον νὰ συνοδεύεται διπλῶς τὸ ηγαντάραφον τοῦ Υπουργοῦ Συντονισμοῦ τοῦ Βασιλείου τῆς Ἑλλάδος (τῆς ὑπογραφῆς του δείντως θεωρουμένης διὰ τὸ γνήσιον κύτης ὑπὸ τῆς Τραπέζης τῆς Ἑλλάδος), εἰς δὲ ἐμφαίνεται τὸ ποσὸν τῆς ημέρας μὴ ἀποπληρωθεῖσης προκαταβολῆς καὶ νὰ δηλούσται διπλῶς διειδεύθησί της ημέρας μεταξύ της ημέρας της ζημερινῆς ημέρας καὶ της ημέρας της ισχύος της ζημερινῆς ημέρας.

7. Ε' δοσον δὲν λάθομεν αἰτησίν περὶ ἐνεργείας πληρωμῆς δυνάμεις τῆς ζημερινῆς ημέρας εἰς τὴν παρούσης ἐγγύησεως καὶ ἐντὸς τῆς ἐνταῦθα τασσομένης προμεταλλίας, η παρούσα ἐγγύησης ἀκυρούεται αὐτομάτως.

8. Ἀπαγορεύεται ἡ ἐκχώρησις τῆς παρούσης ἐγγυήσεως, δέον δὲ δπῶς αὕτη, ἐπιστραφῇ ἡμῖν μετὰ τὴν χρῆσιν ἡ μετά τὴν ἄκεν χρησιμοποιήσεως τῆς ληξίν ταύτης.

9. Ή ἀναλαμβανομένη δυνάμει τῆς παρούσης ἡμετέρων ποσηγρέωσις ἐν αὐδειαῖς περιπτώσει δύναται γὰρ ὑπερβή τὸ ποσῶν τῶν 15.000.000 δολ. Η.Π.Α., ὅπερ μέλει μειοῦται περιθειακῶς, συμφώνως πρὸς τὰς διατάξεις τῆς παρ. 4 τῆς παρούσης.

10. Ἡ ισχὺς καὶ ὁ χαρακτὴρ τῶν χρεωστικῶν ὄμολόγων
κερδαλείου διὰ τὸ ποσὸν τῶν 15.000.000 δολαρίων Η.Π.Α.
καὶ τῶν ἀντιστοίχων ὄμολόγων τόκου οὐδὲλως ἐπηρεάζεται ὥπερ
τῆς παρούσης ἐγγυήσεως.

Πίναξ χρεωστικῶν ὁμολόγων

Μετὰ πλείστης τιμῆς

'H Τράπεζα.....

ΕΙΔΙΚΟΝ ΠΑΡΑΡΤΗΜΑ ΥΠ' ΑΡΙΘΜ. 2

Τύπος Ἀνεκκλήστου Ἐντολῆς πρὸς τὴν Τράπεζαν
Πρὸς τὴν UNION BANK OF SWITZERLAND
Ζυρίχην
Ἐλλεῖται

Κύριοι

Τὸ Ἑλληνικὸν Δημόσιον ἐκπροσωπούμενον ἐν προκειμένῳ
ὑπὸ τῆς Α.Ε. τοῦ Ὑπουργοῦ Συντονισμοῦ κ. Νικολάου Μακα-
ρέζου (καλουμένου ἐφεξῆς ὁ «Κύριος») καὶ ἡ MACDONALD
CONSTRUCTION CO ST. LOUIS 4. MISSOURI,
U.S.A., νομίμως ἐκπροσωπουμένη ὑπὸ τοῦ κ. ROBERT E.
MACDONALD, Προέδρου τοῦ Διοικητικοῦ Συμβουλίου αὐ-
τῆς (καλουμένου ἐφεξῆς ὁ «Ἀνάδοχος») οὗτα συμβεβλημένη
μετὰ τοῦ Κυρίου, δινάμει τῆς ἀπὸ 29 Ὀκτωβρίου 1968 Συμβέ-
σσεως περὶ πατακευῆς ἐν Ἑλλάδι τῆς ὁδοῦ Ἡγουμενίτσης —
Κοζάνης — Θεσσαλονίκης — Τουρκικῶν Συνόρων καὶ (μερι-
κῆς) χρηματοδοτήσεως κατὰ τὴν Σύμβασιν τοῦ ἔργου τούτου,
διαρίζουν Ὑμᾶς ἐνεκκλήτως διὰ τῆς παρούσης ὡς κοινὸν
αὐτῶν θεματοφύλακα καὶ παρέχουν τὰς ἀκολούθους ἀνεκκλή-
τους ὁδηγίας:

1. Ο Κύριος ἐγχειρίδει καὶ ἐμπιστεύεται ὑπὸ στήμερον τὰ
ὑπὸ ἀριθμοῦ χρεωστικὰ ὅμολογα, ὑπογεγραμμένα ὑπὸ τοῦ
Κυρίου εἰς διαταγὴν τοῦ . . . ἀτινα δύνανται ἐλευθέρως
νὰ μεταβιβάσθων, ὥπισθογραφηθῶν, ἐκχωρηθῶν καὶ ἀποτελέ-
σουν ἀντικείμενον συναλλαγῆς, ἃνευ οὐδενὸς περιορισμοῦ καὶ
ἀτινα εἰναι πληρωτέα εἰς ἀπολύτως μετατρέψυμον ξένον συ-
άλλοχυν δολλάρια Η.Π.Α. εἰς τὴν UNION BANK OF
SWITZERLAND Ἐλεξίας ὑποκατάστημα Δογδίνου.

Ἐπισυνάπτεται τῇ παρούσῃ πίνακι ἐμφαίνων τοὺς ἀριθμοὺς τῶν ἐν λόγῳ χρεωστικῶν ὁμολόγων, τὴν ὄνομαστικὴν, ἀξίαν, ἡμερομηνίαν ληξεως καὶ τὴν ἡμερομηνίαν τῆς ὑφ' ὑμῶν παραδόσεως των πρὸς τὸν Ἀνάδοχον, δῖστις καὶ ἀποτελεῖ ἀναπόστασις τον μέρος τῆς παρούσης.

'Ex τῶν ὡς σύνε γενεράτινῶν ὅμολόγων:

α) οὐδέλογα ἀξίας ἔκκειτον
καὶ φέροντα ἀριθμοὺς ἀπὸ μέχρι
ἀπινα περιλαχθέντων τούς τὸν συγκεκρένου πίνακας. ἀρρώστοις
τὸ κεφάλαιον καὶ καλοῦνται ἐφεξῆς «Χρεωστικὰ Όμόλογα
Κεφαλαίου».

β) οὐμόλογα χειρόφρου ὄνομαστικῆς ἁξίας παὶ ἀντιστοιχοῦντα εἰς τοὺς τόκους ἐπὶ τοῦ κεφαλαίου τῶν προηγουμένων χρεωστικῶν ὄμολόγων καλοῦνται ἐφεξῆς «Χρεωστικὰ Ὄμολογα Τόκων», Έκαστον Χρεωστικὸν Ὄμολογον Τόκων ἀντιστοιχεῖ εἰς ώρισμένον Χρεωστικὸν Ὄμολογον Κεφαλαίου, φέρει δὲ ἀριθμησιν διὰ λατινικοῦ ἀριθμοῦ ἢ γράμματος. ὡς παὶ τὸν ἀριθμὸν τοῦ ἀντιστοιχοῦ Χρεωστικοῦ Ὄμολόγου Κεφαλαίου. Π.χ. τὰ ὑπ' ἀριθ.

Χρεωστικὰ Ὁμόλογα Τόκων ἀντιστοιχοῦν εἰς τὰ ὑπὸ ἀριθμούς.
Χρεωστικὰ Ὁμόλογα Κεφαλαίου.

2. (α) Κατὰ τὰς ὄριζουμένας κατωτέρω τέσσαρας διαφορετικὰς ἡμερομηνίας. Ήτοι: (ὄρισατε ἐνταῦθα τὴν τελευταίαν

ἡμέραν τοῦ πρώτου τριμήνου, ἀρ' ἡς ἄρχεται η ἰσχὺς τῆς Συμβάσεως, καὶ ἀκολούθως τὴν ἡμερομηνίαν λήξεως ἐκάστου τριμήνου), θέλετε παραδώσει εἰς τὸν Ἀνάδοχον, ἵνα διατεθῶσιν ἀπόστυτως ἐλευθέρως ὥπ' αὐτοῦ Χρεωτικὰ Ὁγκόλογχα συνυλογικῆς ὄνουματοικῆς ἀξίας (. . .).

6) Κατὰ τὰς ὅριζομένας κατωτέρω τέσσαρας διαφορετικὰς ἡμερομηνίας, ητοι: (ὅρισατε ἐντυχόμενα τὰς ἀλληλοδιαδόχους ἡμερομηνίας λήξεως ἐκάστου τριμήνου μετὰ τὴν λῆξιν τοῦ τελευταίου ἐκ τῶν ἐν τῇ προτιγουμένῃ παρ. (α) ὅριζομένων τριμήνων). Θέλετε παραδίδωτε: εἰς τὸν Ἀνάδοχον ἵνα δικτεθῶσιν ἑπολύτως ἐλευθέρως ὑπὲκπονοῦσιν τοῦ Χριστοῦ. Χρεωστικά ὄμβλιογια συνολικῆς ὄνομαστικῆς ἀξίας (. . . .).

γ) Κατὰ τὰς ὄριζουμένας κατωτέρω τέσσαρας διαφορετικάς ἡμερομηνίας, ἦτοι: (ὄρισατε ἐνταῦθα τὰς ἀλληλοιδιαζόχους ἡμερομηνίας λήξεως τῶν δώδεκα τριμήνων) μετὰ τὴν λήξιν τοῦ ἐν τῇ παρ. (β) ὄριζουμένου τελευταίου τριμήνου) θέλετε παραδώσει εἰς τὸν Ἀνάδοχον. (ἴα διατεθῶσιν ἀπολύτως ἐλευθέρως ὑπὲν αὐτοῦ. Χρεωστικὰ Όμόλογα συνγελλεῖται ὅνομαστικὴς λέξιας ().

3. Τὰ Χρεωστικὰ Ὀμόλογα Κεφαλαίου θέλουν παραδοθῆ εἰς τὸν Ἀνάδοχον, ἵνα διατεθῶσιν ἐλευθέρως ὑπὲρ αὐτοῦ. κατὰ τὴν ἀριθμητικὴν σειρὰν προτεραιότητος ἀρχομένην ἐκ τοῦ ὑπὲρ ἀριθ. . . Ὁμολόγου καὶ κατὰ τὰς ὅβιζουμένας ἡμερομηνίας παραδόσεως, ἀνευ προηγουμένης ἐπιβεβιώσεως ἐγκρίσεως, συγκριτικής, ἡ ἀντιλογίας ἡ οἰκαπτήποτε ἐτέρας δικαιοκατίας ἐκ μέρους τοῦ Κυρίου ἡ παντὸς τρίτου.

Ούχι ήττον δύως ό 'Αναδόχος θά έχη τὸ δικαιώματα διπως. δι' ἐγγράφου πρὸς ὑμᾶς παραγγελίας ὑπογραφομένης ὑ' αὐτοῦ ἀποκλειστικῶς. Κητήσῃ καθ' οἰσανδήποτε ἡμερομηνίν λήξεως τῶν ὡς ἄνω ὁρίζομένων τοιμήνων τὴν εἰς αὐτὸν παράδοσιν χρεωστικῶν ὄμοιλόγων κατὰ τὴν σειρὰν τῆς ἀρεσκείας του καὶ οὐχὶ ἀπαραιτήτως κατὰ τὴν ὡς ἄνω ὁρίζομένην σειρὰν προτεραίαστης. ὑπὸ τὸν ὅρον ὅτι τὸ συνολικὸν ὑψος τῆς ὄντε μαστικῆς ἀξέιας τῶν κατόπιν τῆς τοικύτης ἐγγράφου παραγγελίας του Ἀναδόχου παραχθειδομένων κύτῳ ὑφὲ ὑμῶν πρὸς ἐλευθέρων χρῆσιν χρεωστικῶν ὄμοιλόγων δὲν θὰ ὑπερβείνῃ τὴν συνολικήν ὄνομαστικήν ἀξέιαν τῶν δυνάμεις τοῦ ὑ' ἀριθ. 2 δρου ἀνωτέρω παραδοτέων αὐτῷ ὄμοιλόγων. Τὰ δικαιώματα τοῦ Ἀναδόχου ὡς πρὸς τὴν σειρὰν παραδοσεως τῶν χρεωστικῶν ὄμοιλόγων. ὡς ταῦτα ὁρίζονται ἐν τῇ παρούσῃ παραγγράφῳ. Ήτο παραμείνουν οὕτως· ἀνεξαρτήτως ὡς ἔνδεχομένης παραγγελίας· τοιούτης γενεθλίου· οὐδὲν οὐδέμιον παραδέσεως.

4. Κατὰ τὴν ὑφὴν ὡς ἔνω παράδεσιν πρὸς τὸν Ἀνάδεχον ἐκάστου χρεωστικοῦ ὄμολόγου ὑποχρεούσθε εἰς τὴν ταύτοχρονον παράδοσιν αὐτῷ πρὸς ἐλευθέραν κατὰ τὴν κρίσιν του χρήσιν καὶ ἀπάντων τῶν ἀντιτοιχῶν Χρεωστικῶν Ὅμολόγων Τόκων, ταύτοχρόνως μὲ τὴν παράδοσιν τοῦ ὑπὸ ἀριθμ.

.... Χρεωστικοῦ Ὅμολόγου Κεφαλαιίου, ὑποχρεούσθε ὅπως παραχθώσητε τῷ Ἀνάδεχό φα τῇ ἐπιχειρεῖτε τὰ ὑπὸ ἀριθμ.

Χρεωστικά Ὅμοια τοις Τόκων.

..... Αρεστίνης οποίος χαράσ-
..... τεις Επανεπέργα μετασκέψεως σύνη έγκαρδην εχει-

3. 3) මෙය ප්‍රතිකාලීන සේවක තුළ නිශ්චයෝග නැතු .

γειλίας των υποφάνιομενών (χαλουμένης εφεδρής πλακαριέλιας 'Επιειραδύνυσεως'), δεόντως ως ύπογεγραμμένης και συντεταχμένης κατά τὸν εἰς τὸν ἑδάξιον γ) τῆς παρούσης παραγράφου ὁρίζουμενον τύπον. ὀφείλετε ὅπως, παρὰ τοὺς προμηθέντας ὄρους τῆς παρούσης ἀνεκαλήτου ἐντολῆς, μὴ παραδώσητε τῷ Ἀναδόχῳ (κατὰ τὴν οὐτά τὸ τέλος τοῦ τριμήνου ταπεινόμενην παραδόσιν τῶν ὀφειλούμενών αὐτῷ Χρεωστικῶν Ὁμολόγων) τὰ ὀφειλόμενα κατὰ τὴν ἡμέραν ταῦτην Χρεωστικῶν Ὁμολόγων Κεφαλαίου καὶ Τόκων, ἔστω καὶ μέρος τῶν ἐν λόγῳ Χρεωστικῶν Ὁμολόγων Κεφαλαίου καὶ Τόκων, ἀτιναχθείσινται κατὰ τὴν αὐτὴν ὥστιν ἡνία παραγγελίαν παραγγελίας 'Επιειραδύνυσεως ὁρίζουμενα, ὑπὸ τὸν ὄρον ὅμως ὅτι, κατὰ τὴν ἀμέσως μετὰ ταῦτα τασσούμενην ἡμερομηνίαν τῆς κατὰ τὸ τέλος τοῦ τριμήνου παραδόσεως τῷ Ἀναδόχῳ χρεωστικῶν ὄμολόγων, θέλετε παραδόσεις αὐτῶν πάντα τὰ ὀφειλόμενα κατὰ τὴν ἡμέραν αὐτὴν Χρεωστικὰ Ὁμολόγων Κεφαλαίου καὶ Τόκων, ὃμου μετὰ τῶν κατὰ τὸ προηγούμενον τρίμηνον παραδοτέων καὶ μὴ παραδοθέντων, κατόπιν τῆς Παραγγελίας 'Επιειραδύνυσεως ὄμοιών Ὁμολόγων ἔκτὸς ἐὰν ἐν τῷ μεταξὺ σᾶς ἐπιδοθῇ νέα παραγγελία ἐπι-

έπιεραδύνσεως. Πρὸ τῆς παρελεύσεως ὑμήνου διαστήματος ἀπὸ τῆς ὑφ' ὑμῶν λήψεως τῆς παρούσης ἀνεκκλήτου ἐντολῆς, ἀπολεῖεται ἡ κοινοτοίησις τῆς ὡς ἄνω Παραγγελίας Ἐπιεραδύνσεως, ὑμεῖς δὲ ὑποχρεοῦσθε ὅπως οὐδόλως λάβητε ὑπὸ ὅψει πᾶσαν ἐνδεχομένως κοινοποιουμένην τοιαύτην παραγγελίαν πρὸ τῆς παρόδου τοῦ ὡς ἄνω χρονικοῦ διεστήματος.

6) Ἐν περιπτώσει: κοινοποιήσεως ὑμῖν ἐγγράφου παραγγελίας τῶν ὑποφαινομένων (καλούμενης ἐφεδῆς «Παραγγελίας Ἐπισπεύσεως») δεόντως ὑποχρεωμένης καὶ συντεταγμένης κατὰ τὸν ὄριζόμενον εἰς τὸ ἑδάφιον γ) τῆς παρούσης παραγράφου τύπου, ὁφείλεται ὅπως, κατὰ τοὺς προμηθεύτας ὅρους τῆς παρούσης ἀνεκκλήτου ἐντολῆς, παραδώσητε τῷ Ἀναδόχῳ, ἵνα διατεθῶσιν ὑπὸ αὐτοῦ ἐλευθέρως, τὰ ὁφειλόμενα κατὰ τὴν ὡς ἄνω προβλεπομένην ἡμερομηνίαν λήξεως τοῦ τριμήνου Χρεωστικὰ Ὁμολόγων Κεφαλαίου καὶ Τόκων ὃμοι μετὰ τῶν κατὰ τὸ ἐπόμενον τρίμηνον ὁφειλομένων Χρεωστικῶν Ὁμολόγων Κεφαλαίου καὶ Τόκων, κατὰ τὰ λεπτομερῶς ἐν τῇ ὡς ἄνω Παραγγελίᾳ Ἐπισπεύσεως ὄριζόμενα, συνεχίζοντες περαιτέρω τὴν τοιαύτην παραδόσιν πρὸς ἐλευθέρων ὑπὸ τοῦ Ἀναδόχου χρήσιν ὡς ἀνωτέρω ὁρίζεται, περιλαμβανομένων καὶ τῶν κατόπιν τῆς Παραγγελίας Ἐπισπεύσεως παραδομένων ἐνωρίτερον χρεωστικῶν Ὁμολόγων. Ἡ ὡς ἄνω Παραγγελία Ἐπισπεύσεως δὲν δύναται νὰ κοινοποιηθῇ πρὸ τῆς παρελεύσεως ὑμήνου διαστήματος ἀπὸ τῆς ὑφ' ὑμῶν λήψεως τῆς παρούσης ἀνεκκλήτου ἐντολῆς, ὁφείλεται δὲ ὅπως οὐδόλως λάβητε ὑπὸ ὅψει τοιαύτην παραγγελίαν, ἐφ' ὅσον κοινοποιεῖται ὑμῖν πρὸ τῆς παρόδου τοῦ ὡς ἄνω ὑμήνου διεστήματος.

γ) (i) Τὸ κείμενον τῆς Παραγγελίας Ἐπιεραδύνσεως ἔχει ὡς ἀκολούθως:

‘Ημερομηνία.....

UNION BANK OF SWITZERLAND

Ζυρίχη
Ἐλβετίαν

Κύριοι,

Παρακαλεῖσθε ὅπως ἐπιεραδύνητε τὸν ρυθμὸν τῆς πρὸς MACDONALD CONSTRUCTION CO (νὰ ἀναγραφῇ ἡ ἐπωνυμία τοῦ Ἀναδόχου) παραδόσεως τῶν Χρεωστικῶν Ὁμολόγων Κεφαλαίου ἀξίας....., ὡς καὶ τῶν ἀντιστοίχων Χρεωστικῶν Ὁμολόγων Τόκων. συμφώνως πρὸς τοὺς ὅρους τῆς παρ. 5 (x) τῆς ἀπὸ ἡμετέρας πρὸς ὑμᾶς ἀνεκκλήτου ἐντολῆς.

Μετὰ τιμῆς
(ὑπογραφή)

ii) Τὸ κείμενον τῆς Παραγγελίας Ἐπισπεύσεως ἔχει ὡς ἀκολούθως:

‘Ημερομηνία.....

UNION BANK OF SWITZERLAND

Ζυρίχη
Ἐλβετίαν

Κύριοι,

Παρακαλεῖσθε ὅπως ἐπιεπεύσητε τὴν παρόδιον πρὸς τὴν Ἀναδόχου τῶν Χρεωστικῶν Ὁμολόγων Κεφαλαίου ἀξίας ὡς καὶ τῶν ἀντιστοίχων Χρεωστικῶν Ὁμολόγων Τόκων, συμφώνως πρὸς τοὺς ὅρους τῆς παραγράφου 5 (b) τῆς ἀπὸ ἡμετέρας πρὸς ὑμᾶς ἀνεκκλήτου ἐντολῆς.

Μετὰ τιμῆς
(ὑπογραφή)

iii) Αἱ Παραγγελίαι Ἐπιεραδύνσεως καὶ Ἐπισπεύσεως ὑπογράφονται δεόντως ὑπὸ τοῦ Κυρίου καὶ τοῦ Ἀναδόχου, ἡ ἀντὶ τούτων ὑπὸ τοῦ ἑκάστοτε Διοικητοῦ τῆς Τραπέζης τῆς Ἐλλάδος, συμφώνως πρὸς τοὺς ὅρους τῆς συμβάσεως.

‘Αμέσως μετὰ τὴν ὑφ' ὑμῶν παράδοσιν τῷ Ἀναδόχῳ τῶν Χρεωστικῶν Ὁμολόγων συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης, ὑποχρεοῦσθε ὅπως ὑποθάλητε εἰς ἕκαστον τῶν ὑπογεγραμμένων κεχωρισμένως σχετικὴν κατάστασιν ἐμφαίνουσαν τὸν ἀριθμὸν τῶν μέχρι τοῦδε παραδομένων χρεωστικῶν Ὁμολόγων, τὴν συνολικὴν ὄνομαστικὴν ἀξίαν αὐτῶν, τὰς ἀντιστοίχους ἡμερομηνίας παραδόσεως, ὡς καὶ τὰς ἡμερομηνίας τῆς παραδομένης τῶν παραχθούσων ὄμοιοιγων.

6. Ἡ ἐν τῷ παρόντι χρητικούσιαν ὄρολογία «παραδόσις τῶν χρεωστικῶν Ὁμολόγων εἰς τὸν Ἀναδόχον, ἵνα διατεθῶσιν ὑπὸ αὐτοῦ ἐλευθέρως», ἔχει τὴν ἔννοιαν τῆς ἀνεπιφυλάκτου παραδόσεως τῶν ἐν λόγῳ Ὁμολόγων εἰς τὸν Ἀναδόχον ἡ εἰς πάντα τρίτον, γραπτῶς ὑποδειχθησόμενον ὑμῖν ὑπὸ τούτου.

7. Κατόπιν τῆς ὑμετέρας ἀποδοχῆς ὅπως ἐνεργήσῃ τὸς ὅρους τῶν ψευδώνατος συμφωνεῖται ὅτι ὑμεῖς οὐδεμίαν εὐδόνην ὑπέχετε ἐν προκειμένῳ (ἐξαιρέσει τῶν περιπτώσεων θαρείας ἀμελείας ἢ δόλου κατὰ τὴν ἐκτέλεσιν τῶν διὰ τῆς παρούσης ἀναλαμβανομένων ὑποχρεώσεων) ἔνεκα μὴ συμφορφώσεως πρὸς τὴν παρούσαν ἀνεκκλήτον ἐντολὴν οὕτε ἐτέρων εὐδόνην ἔνεκα πλαστογραφίας ἢ πλαστοπρασίας, ἀφορώσης εἰς τὴν ἐκτέλεσιν τῶν διὰ τῆς παρούσης ἀναλαμβανομένων ὑμῶν.

8. Ἡ καταβληθμησμένη, ὑμῖν διὰ τὰς παραχγεθησούσιας δυνάμεις τοῦ παρόντος, συμφωνεῖται ὅτι ὑμεῖς ἀποσημάνετε τὴν προκειμένην ὑπὲρ τῶν περιπτώσεων θαρείας ἀμελείας ἢ δόλου κατὰ τὴν ἐκτέλεσιν τῶν διὰ τῆς παρούσης ἀναλαμβανομένων ὑποχρεώσεων) ἔνεκα μὴ συμφορφώσεως πρὸς τὴν παρούσαν ἀνεκκλήτον ἐντολῆς, ἢ ἀνακούψῃ διαφωνία ἀναφορικῶς μὲ τὸ περιεχόμενον τῆς ἐν λόγῳ ἀνεκκλήτου ἐντολῆς, ἢ ἐμπλακῆτε ἀμέσως ἢ ἐμμέσως εἰς δικαστικὸν ἀγώνα ἔνεκα τούτου, θέλετε λάβει εὐλογὸν ἀποζημίωσιν ἔνεκα τῶν ἐκτάκτων τούτων ὑπηρεσιῶν καὶ θέλουσιν ἀντικατασθλημῆτα ὑμῖν ἀπασσι αἱ ἐκ τοῦ λόγου τούτου γενόμεναι διπάναι.

9. Ἡ ὑμετέρα ἀμοιβὴ διὰ παροχὴν τῶν δυνάμεις τοῦ παρόντος ὑπὲρ τῶν περιηρεσίας ἀμοιβή, ἀποτελεῖ τὴν ὑμετέραν ἀποσημάνετε τὴν προβλεπομένας ὑπὸ τῆς παρούσης ἀνεκκλήτου ἐντολῆς ἐργασίας. Εἰς περίπτωσιν καθ' ἣν παρασχῆτε καὶ ἑτέρας ὑπηρεσίας μὴ προβλεπομένας ὑπὸ τῆς παρούσης ἀνεκκλήτου ἐντολῆς, ἢ ἀνακούψῃ διαφωνία ἀναφορικῶς μὲ τὸ περιεχόμενον τῆς ἐν λόγῳ ἀνεκκλήτου ἐντολῆς, ἢ ἐμπλακῆτε ἀμέσως ἢ ἐμμέσως εἰς δικαστικὸν ἀγώνα ἔνεκα τούτου, θέλετε λάβει εὐλογὸν ἀποζημίωσιν ἔνεκα τῶν ἐκτάκτων τούτων ὑπηρεσιῶν καὶ θέλουσιν ἀντικατασθλημῆτα ὑπὸ τοῦ Κυρίου καὶ τοῦ Ἀναδόχου.

10. Τῆς παρούσης ἀνεκκλήτου ἐντολῆς ἀπαγορεύεται: ἡ ἀκύρωσις, καταργείλα, κατάργησις, ἀνάκλησις, ἀναστολή, τρεποπόιησις, ἀναθεώρησις καθ' οἰονδήποτε τρόπον, εἴμη μόνον διὰ νεωτέρας κοινῆς ἀνεκκλήτου γραπτῆς ἐντολῆς, δεόντως ὑπογεγραμμένης ὑπὸ τοῦ Κυρίου καὶ τοῦ Ἀναδόχου.

‘Η παρούσα ἀνέκκλητος ἐντολὴ διέπεται: ὑπὸ τῆς Ἐλβετικῆς Νομοθεσίας.

Παρακαλεῖσθε ὅπως ἐπιεπεύσητε τὴν ἀποδοχὴν ὑμῶν διὰ της παρούσης τῆς ἡμετέρας ὑπογραφῆς εἰς τὸν πρὸς τοὺς ὅρους τοῦ ὄριζόμενον χῶρον καὶ τῆς ἀποστολῆς εἰς ἕκαστον τῶν ὑπογεγραμμένων ἐνδέσμου τῆς παρούσης ἀνεκκλήτου ἐντολῆς. δεόντως ὑπογραμμένου ὑφ' ἡμῶν.

Μετὰ πλειστηγούσης τιμῆς

Διὰ τὸ Ἑλληνικὸν Δημόσιον (Διὰ τὸν Ἀναδόχον)

Νικόλαος Μακαρέζος

(Γύπουργὸς Συντονισμοῦ)

‘Ἐπιεβαίοῦμεν τὴν ὑφ' ὑμῶν ἀποδοχὴν ἀπάντων τῶν ἀνωτέρων ἀναλαμβάνοντες ὅπως ἐνεργήσωμεν ὡς κοινῆς θεματοφύλακες διέπεται τὸν πρὸς τοὺς ὅρους τοῦ ὄριζόμενον χῶρον καὶ τῆς ἀποστολῆς εἰς ἕκαστον τῶν ὑπογεγραμμένων ἐνδέσμου τῆς παρούσης ἀνεκκλήτου ἐντολῆς. δεόντως ὑπογραμμένου ὑφ' ἡμῶν.

‘Η Τράπεζα.....

ΕΙΔΙΚΟΝ ΠΑΡΑΡΤΗΜΑ ΓΠ' ΑΡΙΘ. 3

Εἰς τοὺς εἰδικοὺς ὅρους τῆς συμφωνίας ὑπὸ ἡμερομηνίαν μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ‘Εται-

παράτασιν προθεσμίας πληρωμῆς ή ἀνανεώσεως τοῦ ἀνωτέρω
χρεωστικοῦ διμολόγου.

.....
Υπογρ.

Τίτλος

AGREEMENT

This Agreement is made in Athens on Teusday the 29th day of October 1968 between the Greek State, legally represented by its Government and such Government legally represented by his Excellency the Minister of Coordination, Mr. Nickolaos Makarezos, of Athens, who will be called in the Agreement «The Owner» and the Company MacDonald Construction Company, legally represented by Mr. Robert E. MacDonald by virtue of his Power of Attorney given by authorisation of their Board of Directors established in St. Louis 4, Missouri (1310 South Grand Boulevard) called in this Agreement the Contractor. The following has been agreed upon for the realization of the proposals described and referred to in this Agreement.

Purpose of the Agreement.

1. The Owner proposes to construct and fully complete to the extent where necessary the main road going from IGOUMENITSA - KOZANI - THESSALONIKI - KAVALA - TURKISH FRONTIER (ARDANI BRIDGE) with a total length of 797 (seven hundred and ninety seven) kilometers. The sections of the road are as follows :

A. IGOUMENITSA - KONITSA - KOZANI - THESSALONIKI :

	K m s
1. Thessaloniki-Klidi (Crossroads)	23
2. Klidi-Verria	30
3. Verria-Polymylos (via Kastania)	27
4. Polymylos-Kozani	29
5. Kozani-Neapolis	49
6. Neapolis-Konitsa	111
7. Konitsa-Kalpaki	30
8. Kalpaki-Hani Tsika	30
9. Hani Tsika-Igoumenitsa	70
 Total	 399

B. THESSALONIKI - KAVALA - TURKISH FRONTIER (ARDANI BRIDGE) :

10. Thessaloniki-Derveni	10
11. Derveni-Laina	7
12. Laina-Peristera	30
13. Peristera-Nea Madytos	13
14. Nea Madytos-Amfipolis	46
15. Amfipolis-Kavala-Nea Karvali	70
16. Nea Karvali-Xanthi	45
17. Xanthi-Komotini-Karadik Dere	98
18. Karadik Dere-Alexandroupolis	22
19. Alexandroupolis-Ghefyra Loutron	42
20. Ghefyra Loutron-Ardanion	20
 Total	 373

C. BY-PASS OF THESSALONIKI	25
 Grand Total	 797

2. Existing studies.

The above sections require study or revision of existing studies and construction.

The Owner reserves the right to define the order of priority in and extent of the construction of the sections as specifically provided for in Appendix «E» hereof by means of the Program of Works.

3. Scope of Agreement.

The parties hereto estimate that an amount of U.S. dollars 150.000.000 (one hundred and fifty million) will be required to be invested in the works to be carried out hereunder until the completion of the Road and that accordingly the scope of the present Agreement is in respect of the Road or in respect of such part thereof the value of the works in which amounts to \$ 150.000.000. If, during the process of the engineering and construction of the Road, it shall transpire that the above mentioned amount of \$ 150.000.000 is insufficient for the completion of the whole of the Road, the Contractor shall use its best efforts to provide for the financing of any additional amounts that may be necessary, under terms and conditions identical to the provisions of this Agreement, provided however that if the Contractor shall fail to obtain such additional financing the Contractor shall be deemed to have performed this Agreement upon complection of such part of the Road having the value of \$ 150.000.000.

4. Contractor's Obligations.

In consideration of the Contractor's fee determined by the Agreement (paras (b) and (c) of Clause 29 of Appendix A) and subject to the due performance by the Owner of all manner of his obligations under the Agreement and arising therefrom, in the manner provided for in the Agreement, the Contractor hereby covenants with the Owner on the one hand, to draw up all the engineering plans and studies, for the construction, completion and maintenance of the above Road, and meanwhile to provide the requisite supervision and administration relating thereto and on the other, to subcontract the execution of the construction work etc. of this Road as a whole or in section to Greek and/or foreign subcontractors in accordance with the particular provisions of Article 13 of Appendix A herein, the Contractor being responsible to the Owner for the completion of all his above obligations including also 70 % of the financing of the work according to the Agreement and for the execution of the above work by the subcontractors only as regards the time limits and the technical requirements as defined by the Agreement.

5. Payment to Contractor.

The Owner hereby covenants to pay the Contractor in consideration of the engineering, supervision and execution, that is, the construction, completion and maintenance of the Road until handing over to the Owner, the amounts payable to the Contractor by the Owner, at the time and in the manner prescribed by this Agreement.

6. Entering into Force.

This Agreement shall come into force at the time set therefor in Clause 36 of Appendix «A» of this Agreement.

7. Appendices.

The following appendices shall be deemed to form and be read and construed as integral part of this Agreement, viz :

- a) Appendix «A» — Special Conditions of the Contract.
- b) Appendix «B» — General Conditions of the Contract
- c) Appendix «C» — Drawings and Plans.
- d) Appendix «D» Technical Specifications (inc-

luding conditions pertaining to the technical aspects of the construction and schedule of works).

e) Appendix «E» — Time Schedule setting out the respective periods of time within which the engineering and construction of the Road is to be completed.

Appendices «B» to «E» shall be agreed upon and appended to this Agreement as hereinafter determined by the Special Conditions of the Agreement. This Agreement and all the Appendices thereto above-mentioned are collectively referred to the «Agreement».

In witness whereof the parties hereto have hereunto set respective hands and seals in the place and on the date first above written.

The Contracting Parties

For the Greek State For the Company
The Minister of Coordination MacDonald Construction Company

NICKOLAOS MAKAREZOS

ROBERT E. MACDONALD

APPENDIX «A»

to the Agreement between the Greek State and Mac Donald Construction Company dated 29 of October 1968.

SPECIAL CONDITIONS

Engineering

1. The Contractor undertakes to make detailed engineering studies, plans and designs for the construction of the Road, or to complete existing studies of the Owner. The scope, nature, extent and detailed specifications and description relating to the aforementioned engineering plans, studies and designs, as well as the administrative, supervisory, technical and other personnel to be employed by the Contractor in executing and performing the aforementioned engineering plans, studies and designs are specified and referred to in detail in Appendix «B».

2. Time of completion of the Road and Construction priorities

a) Subject to the provisions of clause 26 hereinafter the construction of the Road will be executed section by section, or several or all sections simultaneously and will be completed at the expiration of not more than 5 (five) years from the date on which the present Agreement shall come into force.

b) Either of the parties is entitled to request from the other extension of time for the construction of the Road of up to six (6) months from the expiration of the aforementioned period of five years.

c) The Contractor will submit to the Owner in writing, a schedule of priorities relating to the order of construction of the sections of the Road. The aforementioned schedule of priorities shall be submitted sixty (60) days from the date on which this Agreement shall come into force and shall be subject to the approval of the Owner within twenty (20) days from the date upon which the aforementioned schedule of priorities has been submitted.

3. Subcontracting.

The Contractor is obliged to subcontract to subcontractors the construction of each section of the project undertaken by him in the Agreement following a call for competitive international tenders conducted according to the terms specified in paragraph (a) of Article 13 herein, at the same time retaining full and entire responsibility towards the Owner for the good performance as defined in the terms of the Agreement of any such subcontracting.

4. Supervision and Administration

(a) The Contractor is obliged to act as supervisor

of all construction work done by any Sub-contractor and in every way act as responsible to the Owner and in accordance with his instructions with regard to approval and supervision of the various items and phases of construction as stipulated in this Agreement.

b) The Contractor shall execute as Contractor the necessary administrative functions relating to his undertakings under this Agreement and is obliged to secure and ensure the arrival in Greece of the personnel required with regard to the above. The scope, extent and nature, relating to such administration and the aforementioned personnel, shall be specified and referred to in detail in Appendix «B».

5. The Architect.

The Owner shall be entitled, in addition to supervision by means of the Contractor, to supervise fully the engineering and the construction of the Road through his own representative called «The Architect». The rights and obligations of the Architect shall be set out in detail and fully specified in Appendix «B».

6. Drawings, Plans and Technical Specifications

The Contractor shall submit to the Owner, within the time set therefor in the Time Schedule forming Appendix «E» to this Agreement, the drawings, plans and technical specifications (including the conditions pertaining to the technical aspects of the construction and a schedule of works, all of which are hereinafter collectively called «Plans and Specifications») in respect of each section of the Road. The Owner shall confirm to the Contractor, in writing, his acceptance of the Plans and Specifications within 25 (twenty five) days from the date that the same are received by the Owner or shall, within such time, request the Contractor to modify the same or any part thereof. Upon such request for modification the Contractor shall modify as requested and shall submit the modified Plans and Specifications to the Owner. Failing notice by the Owner of acceptance or request of modification of the Plans and Specifications within the aforementioned twenty five days, the same shall be deemed accepted by the Owner. Upon acceptance as aforesaid by the Owner of the Plans and Specifications the same shall be appended to this Agreement as Appendices «C» and «D» respectively, and shall thereupon form an integral part of this Agreement.

7. Right of importation

a) The parties agree that such materials and both finished and semi-finished products as shall be required for the construction of the Road and as are manufactured in Greece during the period that this Agreement shall be in force shall be used in absolute priority by the Subcontractors over all finished materials and semi-finished products of foreign origin, providing that these shall be suitable and approved by the Architect for the construction of the Road as regards quality and availability in conformity with the requirements of the schedule of works.

b) The Contractor shall have the unlimited right to import into Greece all the equipment, tools, vehicles of any kind, machinery, spare parts and materials and finished or semi-finished products (other than the Greek Products referred to in the previous para) that may be necessary for the construction of the Road.

8. Equipment

a) The supply of imported mechanical equipment shall be effected by the Contractor with the Owners' approval and by international tender to be called for in the countries providing the foreign financing, and in accordance with the provisions of Appendix «B». The

unit prices payable to the Contractor's subcontractors shall include also in the works costs the relevant use of mechanical equipment. This condition shall be stated in the call for tenders for each section of the Road. In this call for tenders the mechanical equipment required for each section of the Road shall also be expressly specified, the supply of such equipment being undertaken by the Contractor on behalf of the owner who will have the rights of ownership. The Contractor shall send all monthly invoices to and bill the Owner for the equipment sent to Greece. The Owner shall advance to the Contractor in foreign exchange an amount equal to 20% (twenty per cent) of the CIF price of each item of mechanical equipment supplied upon presentation to him of the appropriate invoice. The Owner shall accept and acknowledge upon the arrival of the equipment in Greece that payment is due in accordance with the invoices. The rights of the ownership of the mechanical equipment will be transferred to the subcontractors under the following terms:

The Contractor shall deduct from each of the monthly bills submitted by each subcontractor for work performed an amount equal to the total financial liability of the Sub-contractor for the purchase of such mechanical equipment as has been delivered to him divided by the number of months of such Sub-contractor's contract time.

b) In the event of termination of this Agreement before the completion of the construction of the Road for any reason or cause whatsoever (except in the case where the termination is due to the default of the Contractor) the Owner shall assume the Contractor's rights and undertakes all his outstanding obligations to third parties in respect of the CIF site cost of mechanical equipment, these obligations and rights being understood to refer both to the Contractor's suppliers and to his Subcontractors, less any sum due on account of the advance.

c) The Contractor shall procure for and deliver to the Owner the manufacturer's normal international standard manufacturer's warranty in respect of the equipment and machinery to be used in the construction of the Road.

9. Materials and Products

(a) If the construction of the Road is terminated for any reason (other than that the Contract terminates by default of the Contractor) before the completion of the Road, the Owner shall pay for all the materials and products which shall not at such time have been incorporated in the works and shall be on site, in stock or have been duly ordered by the Contractor or despatched to him for the construction of the Road or which for any other reason the Contractor is obliged to take delivery of or to pay for.

The amount payable by the Owner to the Contractor for these materials and products shall be equal to their CIF site cost.

b) The price payable by the Owner to the Contractor as aforementioned in sub-clause (a) of this clause shall be paid in cash in U.S. dollars not later than thirty (30) days from the demand made by the Contractor as mentioned in sub-clause (a) of this clause.

c) The materials and products referred to which shall be paid by the Owner to the Contractor shall be previously handed over against official receipt by the Contractor to the Owner at the various works sites where the same shall lie.

10. Expatriate Staff.

The Contractor shall be entitled to employ in Greece for the purposes of construction of the Road, all the necessary technical expatriate staff, without limitation on quota, above the level of foreman, pro-

vided that the total number of expatriate staff (including supervisory staff) shall not exceed 10% (ten per cent) of the personnel employed in the construction of the Road, including the personnel of any Contractor's Sub-Contractor.

11. Work permits.

The Owner shall cause the issuance of all necessary work and labour permits for all the expatriate staff employed by the Contractor in the Construction of the Road.

12. Dollar agreement.

This Agreement is a U.S. dollar agreement and all amounts payable thereunder shall be set out in US dollars. Accordingly all computations of payment to the Contractor shall be made in U.S. dollars and to the extent that, in accordance with the provisions hereinafter set forth, a payment to the Contractor is to be made in drachmas, such payment shall be made by paying to the Contractor so many drachmas as shall be equivalent to the U.S. dollar payment so being discharged in drachmas in accordance with the highest purchase price of the U.S. dollar in drachmas in accordance with the rate of exchange between the U.S. dollar and the drachma prevailing on the date of actual payment to the Contractor, or, in any specific case, on the date that may be provided expressly elsewhere herein in respect of such case, as such rate of exchange shall be published by the Bank of Greece.

13. Execution of the work by Subcontracting.

a) Following approval by the Owner of the Plans and technical specifications of any section of the Road the Contractor shall proceed as soon as possible and in conformity with the approved schedule of works to call for competitive international tenders for the construction of the Igoumenitsa-Turkish Border road section by section or in its entirety from a selected list of Greek and foreign contractors and shall propose to the Owner the lowest and most favourable offers made. With the requisite approval of such offers by the Owner, such approval to be given within a period of twenty five days of the favourable offers being submitted to him, the Contractor shall proceed to subcontract the works with the agreement of the Owner and in conformity with the engineering study and specifications and the terms of this Agreement.

b) The Contractor's fee provided for in paragraph (c) of clause 29 herein and being an amount equal to six per cent (6%) of the Total Consideration as defined in para (a) of Clause 29 herein shall be paid to the Contractor immediately upon certification of each certified monthly bill submitted to the Owner, such certification being based on the cost of the corresponding certified works.

14. Fluctuations in prices.

a) The Subcontractor's unit rates and prices referred to in this Agreement and the corresponding payments due from the Owner to the Contractor shall be subject to increase or decrease according to the provisions of Law No. 4489/65 (Published in Government Gazette Vol A/243/65) as amended by Compulsory Law No. 442/68 (published in Government Gazette Vol A/127/68) presently in force and of the published Royal Decrees concerning the application of the aforementioned Law. For the avoidance of all doubt it is expressly agreed that the provisions of the said Law shall apply hereafter as if they had been expressly and specifically incorporated in the present Agreement,

whether or not in the future the said Law shall be abolished, abrogated or amended,

b) If any statute or statutory instrument or any other enactment in Greece shall, after the date this Agreement shall come into force, in any way, whether directly or indirectly, become compulsorily applicable to this Agreement, the Owner shall reimburse the Contractor the net extra cost occasioned to the Contractor by compliance therewith.

15. Works not covered by Unit Rates.

Inasmuch as, in accordance with the engineering of any section of the Road, certain works in such section may not be covered by the schedule of unit rates and prices tendered by the Subcontractor, the price payable to the Contractor for such works as were not covered by the schedule of unit rates and prices shall be determined by the Owner in accordance with an objective estimate, based on similar unit rates and prices. The Contractor shall be entitled to refer any such determination by the Owner to the arbitration hereinafter mentioned.

16. Section Lump Sum

There shall be determined in respect of each section of the Road, on the basis of approved engineering Plans and Specifications in respect of such section and the unit rates and the prices and estimates mentioned in the preceding clause applicable to such section, a lump sum in U.S. dollars, which lump sum shall be the payment due from the Owner to the Contractor for the construction of such section of the Road. Each such lump sum is hereinafter referred to as the «Section Lump Sum». If, upon completion of the construction in any section it shall transpire that actual works executed in the construction of such section were in excess in any one item or any items, or were less than the works prescribed by the approved engineering in respect of such section, then the relevant Section Lump Sum shall be increased or decreased, as the case may require, in the amounts necessary to adjust for such excess in works or for such decrease in works. Such amounts to be added to the Section Lump Sum or to be deducted therefrom shall as well be determined in accordance with the schedule of the unit rates and prices tendered by the Subcontractor and in accordance with the estimates mentioned in clause 15 hereinabove. The Section Lump Sum shall also be increased or decreased, as the case may require, in accordance with the provisions of clause 14.

17. Monthly Bills.

(a) The Contractor shall submit to the Owner, within the first 10 (ten) days in each month, his bill for work done on a given section of the Road during the preceding month. Each monthly bill for work done shall reflect, accumulatively, the work executed up to the end of the month in respect of which it is submitted in proportion to the total amount of the work in the section in accordance with the approved engineering thereof (such proportion is hereinafter referred to as «the Section Proportion of Execution»). The amount of each monthly bill shall be stated in U.S. dollars.

b) In order that the Section Proportion of Execution may be conveniently determined the Contractor shall submit to the Owner a breakdown of each Section Lump Sum in such manner and in such detail as may be required.

18. Approval of Monthly Bills.

a) The Owner shall, within fifteen days from the receipt by the Owner of the Contractor's monthly

bill, with all necessary documents attached, finally approve or modify such monthly bill, and shall transfer it as finally approved or modified by him, to the Contractor.

b) In the event of failure by the Owner to approve a monthly bill of the Contractor to the extent deemed correct by the Owner, within the aforementioned period of time, such monthly bill shall be deemed provisionally approved by the Owner to all intents and purposes but this, however, shall not prejudice the Owner's right to review the amount of such monthly bill within the framework of the accumulative next monthly bill.

c) Payments of the approved amount of each monthly bill, less the deductions for the repayment of the cash advance referred to hereinafter, shall be made by the Owner to the Contractor in the manner hereinafter set out not later than 8 (eight) days from the date of which the monthly bill shall have been finally approved or shall be deemed as having been finally approved by the Owner. No amount due to the Contractor under a monthly bill shall be retained by the Owner as retention money.

d) In the event that the amount of a monthly bill payable by the Owner to the Contractor remains unpaid for a period exceeding 60 (sixty) days from its due date, 30 % (thirty per cent) of the total amount of the bill shall bear interest at the maximum legal rate permissible in Greece under Article 21 of the Decree dated 26th June/10th July, 1964, prevailing for the time being, but not less than 6 % (six per cent) per annum, in respect of the period commencing on such due date and ending on the date of actual payment. Without prejudice to the above provision of this clause, if the amount payable under a monthly bill as aforesaid remains unpaid for a period exceeding 45 (forty-five) days from its due date, the Contractor shall have the right, by 30 (thirty) days' prior notice in writing to the Owner, to discontinue all the works hereunder in the manner and upon the conditions set forth in Appendix «B» of this Agreement. In the event that such amount remains unpaid for a period exceeding 90 (ninety) days from its due date, the Contractor shall have the right, by 30 (thirty) days' prior notice in writing to the Owner, to terminate this Agreement in the manner and upon the conditions set forth in Appendix «B» of this Agreement. The Contractor shall be entitled to exercise such right of termination irrespective of whether or not he has previously exercised the right of discontinuance aforementioned in this Clause.

Currency of Payment.

19. Out of the approved amount of each monthly bill as aforementioned, less all amounts previously paid by the Owner to the Contractor, there shall be payable by the Owner to the Contractor in respect of the Road, in drachmas, an amount equivalent to 30 % (thirty per cent) thereof, less a deduction therefrom of an amount equal to 10 % (ten per cent) of such 30 % for the refund to the Owner by the Contractor of the cash advance to be made by the Owner as hereinafter set out, provided that for the purpose only of determining the amount of such deduction for the refund of such cash advance, the aforementioned 30 % shall always be computed in accordance with the highest purchase price of the U.S. dollar in drachmas at the rate of exchange between the U.S. dollar and the drachma existing on the date that this Agreement shall have come into force, as such rate shall have been published by the Bank of Greece. The balance of 70 % (seventy per cent) of the total approved amount of

the monthly bill, less all amounts previously paid by the Owner to the Contractor, shall remain on credit with the Owner and shall be payable in U.S. dollars, capital and interest, in accordance with the provisions appearing hereinafter.

20. Repayment to Contractor of Credit.

The total amount of credit as aforesaid and the interest thereon shall be repayable as follows :

a) An amount equivalent to 10% (ten per cent) of the estimated total value of the construction of the Road under this Agreement (being as aforementioned \$ 150.000.000.-) shall be payable in 12 (twelve) equal consecutive monthly instalments, commencing on the expiration of the forty-ninth month after the date on which this Agreement shall have come into force, and ending on the expiration of the sixtieth month after the date on which this Agreement shall have come into force.

b) Each instalment of capital of the aforementioned 10% (ten per cent) shall bear interest at the rate of 6.35% (six point thirty-five per cent) per annum as follows :

i) The due interest on each instalment of capital of the aforementioned 10% in respect of the period commencing on the date on which this Agreement shall have come into force and ending two years thereafter, shall be capitalized annually at 6.35% per annum, and shall be paid in one lump sum on the expiration of such two years ;

ii) Each instalment of capital of the aforementioned 10% (ten per cent) shall bear interest at the aforementioned rate of 6.35% per annum, payable annually at the end of the year in respect of the period commencing upon the expiration of the aforesaid two years and ending on the due date of such instalment of capital.

c) On the last day of the first quarter following the date on which this Agreement shall have come into force and thereafter, consecutively, on the last day of every quarter up to and including the twentieth quarter (hereinafter each such last day of each such quarter is referred to as the «Quarterly Date»), there shall commence to become due instalments as follows :

i) On each one of the first four Quarterly Dates there shall commence to become due an instalment in an amount equal to 4% (four per cent) of the balance of the aforementioned credit ;

ii) On each one of the four Quarterly Dates following, respectively, the last of the Quarterly Dates mentioned in (i) above, there shall commence to become due an instalment in an amount equal to 4½% (four and one half per cent) of the balance of the aforementioned credit ;

iii) On each one of the twelve Quarterly Dates following the last of the Quarterly Dates mentioned in (ii) above, there shall commence to become due an instalment in an amount equal to 5½% (five and half per cent) of the balance of the aforementioned credit.

The date on which each such instalment as is above referred to in this sub-clause commences to become due is hereinafter, in respect of that instalment, referred to as the «Instalment Commencement Date».

d) Each instalment of the aforementioned balance of credit shall be repaid in three equal amounts on the expiration of four (4) years, four (4) years and six (6) months and five (5) years, respectively following such Instalment's Commencement Date.

e) Each instalment aforementioned in sub-clause (c) of this clause shall bear interest at the rate of 6.35% per annum payable as follows :

i) The due interest on each instalment as aforementioned in sub-clause (c) of this clause, in respect

of the period commencing on the first Instalment's Commencement Date and ending two years thereafter, shall be capitalised annually at 6.35% per annum and shall be paid in one lump sum upon the expiration of such two years ;

ii) Each instalment aforementioned in sub-clause (c) of this clause shall bear interest at the rate of 6.35% per annum, payable annually at the end of the year, as from the expiration of the two years aforementioned in paragraph (i) of this sub-clause (e) and up to the due date of such instalment.

f) Each payment of capital and each payment of interest, as aforementioned in this clause, shall be covered by Capital Promissory Note (s) and Interest Promissory Note (s) as hereinafter set out.

21. Promissory Notes.

a) The Owner will issue to the order of the Contractor Promissory Notes made by the Owner in respect of the total of the aforementioned credit and interest thereon. The Promissory Notes in respect of the capital of the aforementioned credit are hereinafter referred to as «Capital Promissory Notes», and Promissory Notes in respect of the interest on the aforementioned credit are hereinafter referred to as «Interest Promissory Notes».

All Promissory Notes shall be freely transferable, assignable and negotiable without any limitation and shall be payable at a Bank in Switzerland to be designated jointly by the Contractor and the Owner. Subject to the provisions of clause 35 (d) hereinafter, the payment by the Owner of the Capital Promissory Notes and Interest Promissory Notes on due date shall be guaranteed.

b) The Owner has the obligation to supply guarantees furnished by Commercial Banks in Greece, approved by the Contractor, and/or by ETVΑ for the first Notes totalling \$ 40 m to be issued upon this Agreement coming into force. Thereafter the Promissory Notes shall be guaranteed by the same Banks simultaneously with their release to the Contractor by the Escrow Bank in accordance with its irrevocable instructions, and provided that approved expenses for work of a value of \$ 40 (forty) million shall have already been executed.

Escrow Bank

22. All the Promissory Notes relating to the balance of the aforementioned credit in clause 20 (c) above shall be deposited in escrow with the Union Bank of Switzerland, together with irrevocable instructions by the Owner and the Contractor to the escrowee in accordance with the text attached to the Special Conditions as Annexure No 2. The deposit with and delivery to the escrowee of the aforesaid Promissory Notes and irrevocable instructions as aforementioned shall be made not later than thirty (30) days after this Agreement shall have come into force.

23. Release of Notes from Escrowee

(a) The escrowee shall effect the release of the Capital Promissory Notes deposited with it in accordance with the terms of the irrevocable instructions delivered to him as mentioned in clause 22 hereof.

b) No adjustment in the release of the Promissory Notes by the escrowee may be made by either party in respect of the first two Quarterly Dates after the Agreement shall have come into force. Thereafter, if up to the tenth day preceding any Quarterly Date it shall transpire that the total accumulative amount of 70% (seventy per cent) of the amounts due to the Contractor in accordance with approved monthly bills, exceeds or is less by 5% (five per cent) than the aggregate face amounts of Capital Promissory Notes relea-

sed prior to such tenth day as aforementioned by the escrowee to the Contractor (hereinafter the whole of such excess or deficiency is referred to as the «Difference») then a Notice of Deceleration or a Notice of Acceleration as the case may require shall be sent to the escrowee in accordance with the terms of the irrevocable instructions mentioned in clause 22 above to decelerate or accelerate, as the case may require, the release to the Contractor of Capital Promissory Notes, the aggregate face amount of which is equal to the amount of the Difference. To the total accumulative amount of 70 % of the amounts due to the Contractor in accordance with the approved monthly bills shall be also added for the calculation of the Difference the value of the mechanical equipment imported as scheduled by the Contractor in accordance with Clause 8 of this Agreement with the proviso that such equipment shall have been bought from the suppliers by the Contractor and the title thereto shall have been transferred to the Owner and which amount shall not have been included in the previous monthly bills taken into consideration in calculating the Difference. Each such Notice of Deceleration or Notice of Acceleration shall be sent to the escrowee within the ten days preceding such Quarterly Date in respect of which such account has been made. Each such Notice of Deceleration or Notice of Acceleration shall be signed by both parties. In the event that the parties cannot reach agreement in respect of the Notice of Deceleration or Notice of Acceleration, as the case may be, each party may refer the matter to the sole decision of the Governor of the Bank of Greece who may sign alone each such Notice of Deceleration or Notice of Acceleration that was referred to his decision. The decision by the Governor of the Bank of Greece, shall not, however, prejudice the right of any party to refer the matter of the accumulative amount of the bills on which the above calculation was made to arbitration in accordance with the provisions of this Agreement.

Until however, the matter may be finally adjudicated upon in arbitration the decision of the Governor of the Bank of Greece shall have effect with respect to that Notice of Deceleration or Notice of Acceleration which was referred to his decision.

c) In the event that the escrowee shall pursuant to a Notice of Deceleration or a Notice of Acceleration, as the case may be, release any Capital Promissory Note to the Contractor after or prior to the date originally set for the release of such Capital Promissory Note in the irrevocable instructions to the escrowee, then an adjustment of interest shall be made in favour of the Owner in the first case, or in favour of the Contractor in the latter case. The adjustment shall be made in respect of the capital of such Capital Promissory Note at the rate of 6.35 % per annum in respect of the period between the original date of the release of such Capital Promissory Note and the actual date of release thereof.

24. Performance Bond, Cash Advance, Release of Notes and Loan to Owner

a) On the twentieth day after the date on which this Agreement shall have come into force or on any day prior thereto agreed upon by the parties the following shall be done simultaneously :

i) For the good performance as defined in this Agreement of all the Contractors' obligations arising from it, the Contractor shall deliver to the Owner a letter of guarantee, furnished by a Bank of the Owner's approval in the sum of \$ 7.500.000.- (seven and one half millions) USA Dollars and in the format annexed hereto as draft No 3 of the Special Annexure herein.

The amount of this guarantee shall be reduced in the following manner :

When the Owner shall have approved the tender of each Sub-Contractor in accordance with para (a) of Clause 13 herein and the Work shall in consequence have been sub-contracted to the sub-contractor, the Owner shall proceed to reduce the amount of the Contractor's guarantee by the amount of the guarantee supplied by each Sub-contractor till such time as the Contractor's guarantee shall have been reduced to the sum of \$ 3.500.000 (three and one half millions) USA Dollars.

Thereafter, the Contractor's guarantee shall be reduced below this sum in accordance with the amount of the foreign financing of the work, and in the following manner :

For each sum of \$ 9 (nine) millions USA Dollars made available by the Contractor for the financing of the work any balance of the guarantee shall be correspondingly reduced by \$ 250.000 (two hundred and fifty thousand) USA Dollars. The level of the amount of the Contractor's financing at any one time shall be certificated in all reasonable judgement by the Bank of Greece.

After confirmation by the State of Greece of the satisfactory fulfilment of such of the Contractor's obligations as shall have arisen up to this point of time out of the Agreement and the lapse of two and a half years from this Agreement entering into force, the guarantee shall be further reduced by \$ 500.000 (half a million) USA Dollars.

The balance thus remaining shall be returned to the Contractor on the conclusion of the Agreement and the entire fulfilment of the Contractor's still outstanding obligations arising from the Agreement.

The Contractor's \$ 7.500.000 (seven and a half million) USA Dollars guarantee or such balance of it as shall remain at the time shall be forfeited to the State of Greece within 15 days and without any reservation on the part of the Bank after the Bank has received a notification signed by the Minister of Coordination stating the reasons for which such payment is sought. The Contractor's obligation to furnish the above mentioned Sub-Contractor's guarantees extends to the completion by the Sub-Contractors in the manner set out above of the sum of \$ 7.500.000 (seven and a half million) USA Dollars, such obligation being unaffected by the foregoing separate adjustment of the Contractor's guarantee sum of \$ 3.500.000 (three million five hundred thousand) USA Dollars.

The percentage of the Sub-Contractor's guarantee shall not exceed five per cent (5 %) of the total amount of the value of his sub-contract.

ii) The Contractor's subcontractor's bonds shall be made in the names of the Owner and of the Contractor to each of whom each guarantor shall be wholly responsible and these bonds shall constitute for the Owner an absolute bond as if they had been furnished to him by the Contractor. The Sub-contractor's bonds shall not absolve the Contractor from his obligations and responsibilities as defined in the terms of the agreement with the exception of such of the subcontractor's financial obligations only as are covered by these same bonds.

iii) The Owner shall pay to the Contractor, by way of a cash advance, an amount, in drachmas, being equal, in accordance with the highest purchase price of the U.S. dollar in accordance with the rate of exchange between the U.S. dollar and the drachma prevailing on the date of actual payment of such advance to the Contractor as published by the Bank of Greece, to \$ 4.500.000 (four million five hundred thousand dollars) namely, to 3 % (three per cent) of the total value of the Agreement, which is \$ 150.000.000 This

advance shall be deposited with the Bank of Greece in the name of the International Credit Bank of Geneva and shall be used exclusively for payments relating to the project covered by this Agreement on the Contractor's instructions but always with the approval of the Ministry of Public Works.

iv) The Owner shall deliver to the Contractor the Capital Promissory Notes in the amount of \$ 15.000.000 (fifteen million USA dollars) mentioned in clause 20 (a) together with all the Interest Promissory Notes relating to them.

v) The Contractor shall deliver to the Owner a Bank guarantee in respect of the \$ 15.000.000 Promissory Notes, in the form attached hereto as special Annexure No 1.

vi) The Owner shall deposit with the escrowee the Promissory Notes and irrevocable instructions as mentioned in clause 22 above, and shall, subject to the provisions of clause 35 (d) hereinafter, deliver to the Contractor the guarantee (s) of the Bank(s) mentioned in clause 21 thereof.

b) On the thirtieth (30th) day after the date on which this Agreement shall have come into force or on any other day prior thereto agreed upon by the parties, the following shall be done simultaneously, namely :

i) The Contractor shall deposit to the credit of the Owner in the Bank of Greece, Athens, for the free use of the Owner, an amount of \$ 7.500.000 (seven million five hundred thousand USA dollars) being equal to 5% (five per cent) of the total value of the Agreement, which is estimated as aforesaid at \$ 150.000.000. The amount so deposited shall constitute a dollar loan to the Owner and shall be repaid by the Owner at the Bank of America, New York, U.S.A. in 10 (ten) equal instalments as follows :

aa) The first 4 (four) instalments shall be paid in one lump sum on the expiration of 2 (two) years from the date of the deposit and

bb) the remaining 6 (six) instalments shall be paid consecutively on the expiration of every six months following so that the first of such six instalments shall be paid at the end of the 30th (thirtieth) month from the date of the deposit and the sixth instalment shall be paid on the expiration of 5 (five) years from the date of the deposit. The amount of \$ 7.500.000 (seven million five hundred thousand USA dollars) shall bear interest at the rate of 6.35% (six point thirty five per cent) per annum payable as follows :

— The interest in respect of the total amount of the loan for the first two years abovementioned in paragraph (b) (i) of this sub-clause shall be paid upon the expiration of such two years ;

— thereafter, the interest in respect of the remaining three years shall be paid consecutively and semi-annually in respect of the balance of the loan outstanding for the time being, at the end of every six months.

ii) The Owner shall deliver to the Contractor, or to the intermediary bank through which the above amount of U.S \$7.500.000 will be remitted to the Owner U.S. Dollar Promissory Notes issued by the Greek State, represented by the Minister of Finance, payable to the order of such bank, made out as hereinabove mentioned in the aggregate principal amount of U.S. \$ 7.500.000 and providing for interest thereon at the rate of 6.35% per annum. All the promissory Notes abovementioned in this paragraph shall be unconditionally guaranteed by the Bank of Greece and such Promissory Notes and bank guarantees shall be in the form annexed hereto as Special Annexure No 4. These Promissory Notes shall be exempted from all stamp duties and shall be freely transferable, assignable

negotiable without any limitation or restrictions whatsoever.

25. Provision of land by the Owner.

a) The Owner undertakes to provide the Contractor, and if necessary to expropriate for the purposes thereof, all land required for the construction of the Road including land required for egress and ingress as may be necessary for the purposes of the construction of the Road, and including land required for camps, all at the sole expense of the Owner, and all in the time required so that the Contractor may maintain the progress of the works in accordance with the provisions of this Agreement.

b) The Owner undertakes to provide to the Contractor all necessary areas required for the disposal of all excess rock, dirt, old paving, etc. such areas being at a distance of not more than five kilometres from the place of excavation or removal of the same.

26. Force Majeure.

a) The term «Force Majeure» shall include acts of God, floods, tempests, earthquakes, epidemics, sabotage, uprising, civil war, rebellion, revolution, insurrection or military rising or usurped power, war hostilities (whether war be declared or not), invasion, acts of foreign enemies, riot, commotion or disorder (otherwise than among the Contractor's own employees) and generally any incident beyond the control of the Contractor, provided that any such event as aforementioned in this sub-clause influences the execution of the works.

b) Any delay or failure to conform with the provisions of this Agreement by either of the parties hereto, with the exception of the undertaking of the Owner to effect payments to the Contractor on the due dates thereof, providing that the Architect has been able to check the completed work, will be excused if caused by force majeure, provided that such events influence the execution of the works.

c) If, during the period of the execution of this Agreement, there shall occur a force majeure incident as a result of which the performance of this Agreement cannot be fulfilled by the Contractor, the Contractor shall not be responsible towards the Owner for any damages sustained as a result of the force majeure incident.

27. Exemption from Taxes.

a) The Owner shall exempt the Contractor and any of the foreign sub-contractor (s) for the duration of this Agreement from the payment of any customs, import duties, import dues and related duties, customs taxes, revenue stamps, fees, retentions, contributions, turnover tax, luxury tax and in general from any levy, right or claim of the State or any one else and from any compulsory payments or charges whatsoever existing or imposed at any time in the future on the equipment, machinery, spare parts, tools, vehicles of any kind, materials, products or semi-finished products and generally on any assets, rights and any other matter imported by the Contractor into Greece for or in connection with the construction of the Road.

b) The Owner shall, within thirty (30) days from the entering into force of this Agreement, organize the system for the Custom clearance for the imports into Greece mentioned in the preceding paragraph, in order to ensure within a time limit of twelve (12) working days maximum from the date of unloading at any point of entry the delivery of the same to the point of their destination. It is agreed that to the extent that any guarantees are to be provided to the Customs Authorities in respect of such imports, the Owner shall

empt the Contractor from the provision of such guarantees or shall insure that the Customs Authorities shall be satisfied with a self guarantees in writing, of the Contractor, all expenses of such self guarantees being borne by the Owner.

In order to facilitate the clearance of imported items or use in the construction of the Road the Owner may, upon the decision to that effect of the Minister of Coordination, at his sole expense, establish a revolving fund in a sufficient amount to be always maintained by the Owner at his sole expense at a satisfactory balance for the use of the Contractor so that the Contractor may pay, out of such fund, all Customs duties, import duties and related duties of the Contractor or the Contractor's Sub-Contractors. However, it is understood that the establishment and the operation of the aforementioned fund is only for the sake of convenience and, accordingly, it is agreed that the establishment and operation or non-establishment or operation of such fund as aforesaid shall in no way derogate from the undertakings of the Owner towards the Contractor in accordance with this clause, which undertakings shall remain in full force and effect.

c) The Owner shall exempt the Contractor and any of the Contractor's foreign Sub-Contractor(s) from the payment of corporate income tax or any other taxes, dues, duties, tariffs, revenue stamps, retentions or withholdings of the State or any one else, whether by way of company tax, income tax, turnover tax, retention or any compulsory payment or charge whatsoever now in force in Greece or imposed in Greece at any time in the future with respect to the income of the Contractor or the Contractor's foreign sub-contractor(s) pursuant to or in connection with this Agreement.

d) The Contractor and any of the Contractor's foreign sub-contractor(s) shall be exempt from the payment of any taxes, revenue stamps and other stamps, dues, turnover tax and any other charge or compulsory payment whatsoever, whether to the State or to any one else, applicable in respect of bills presented by them, respectively, for work done and in respect of Promissory Notes mentioned herein and in respect of the interest payable thereon so that any amount of the same shall always be net to the Contractor or any of its foreign subcontractor(s).

e) All dues, contributions, fees, import duties and duties (including revenue stamp dues) or other dues or levies or any compulsory payment whatsoever imposed by the State or by any one else on any household or personal belongings of the foreign personnel of the Contractor or of any of its foreign sub-contractor(s) and their families shall be cleared and paid directly by the Owner without delay and shall be borne by the Owner only. It is understood that such personal belongings shall be limited to the usual needs of any such employee and his family and may include, in any event, one passenger automobile per employee. As members of the family of the employee are considered all of his or her descendants, ascendants and his or her spouse.

f) All salaries and income paid by the Contractor or its foreign sub-contractor(s), to their personnel who are not Greek citizens shall be paid free from and exclusive of Greek income tax and related taxes, revenue stamp dues, withholdings, retention and any other compulsory payments whatsoever to the State or to any one else. Included among foreigners are such as have Greek as well as another citizenship, providing they are not residents of Greece.

g) To the extent that any exemption granted herein

in accordance with the provisions of this clause is not or cannot be immediately available to the Contractor or the Contractor's foreign sub-contractor(s), or to their foreign personnel and families, whether by operation of law or for any other reason whatsoever without any limitation, the Owner shall directly at its own expense clear and pay all the amounts for which and in respect of which such exemptions have been granted in accordance with the terms of this clause.

h) The Contractor or the Contractor's foreign personnel and any of their families shall be entitled to freely convert into dollars at the Bank of Greece, at the official purchase rate of exchange between the u.s. dollar and the drachma prevailing for the time being as published by the Bank of Greece, amounts not exceeding 50 % (fifty per cent) of the total salaries paid to such personnel, and to freely transfer such dollars out of Greece. Such right of conversion and transfer of dollars from Greece may be exercised from time to time or at any time by any such personnel up to their departure from Greece.

i) The relations between the parties hereto are to be guided by a harmonious spirit of cooperation during the entire duration of this Agreement and accordingly the public authorities and officials in general shall provide every assistance to every proper request by the Contractor and any of the Contractor's foreign sub-contractor(s) in order to ensure compliance with the provisions of this clause and generally in order to ensure the success of the purpose of this Agreement.

j) None of the tax-free concessions in this Clause is applicable to any of the goods, products and services available in Greece.

28. Labour Force.

a) The Contractor shall, during the duration of this Agreement, conform with the laws in force in Greece and especially with the provisions of the labour laws relating to the security of labourers.

b) The Contractor shall be released from any obligation of the labour laws in Greece relating to the hiring and dismissal of labourers and employees, the protection of the veterans or reserves and, in general, of every provision of the laws of Greece relating to the protection of special categories of labourers or employees. The Owner will procure all the necessary permits and decisions by the Ministry of Labour for labourers of the Contractor and any of the Contractor's foreign sub-contractor(s) to work overtime and also during Sundays and holidays for the purposes of the construction of the Road.

29. Contractor's Fees.

a) In this condition the total of all amounts paid by the Owner to the Contractor for the construction of the Road, excepting the fees referred to in para (b) and (c) below, shall henceforth be referred to as the «Total Consideration» (Project Cost).

(b) The Owner is required to pay the Contractor a fee of eight per cent (8 %) of the Total Consideration as defined in the above paragraph (a) such fee to be paid in such manner and at such time as is specified in Clause 30 herein, and such fee to be called the Engineering and Supervision Fee. This fee shall be paid to the Contractor in consideration of the engineering referred to in Clause 1 for the supervision referred to in Clause 4 (a) and for the administration referred to in clause 4 (c).

c) The Owner is required also to pay the Contractor a fee of six per cent (6 %) of the total Consideration as defined in paragraph (a) above, such fee to be paid in the manner and time determined in paragraph (b) of Clause 13 herein and to be called the «Performance

Fee». This fee shall be paid to the Contractor for its general concern with and expenditure arising from the preparation and holding the competitive tenders for the subcontracting of the work of construction, completion and maintenance of the Road, in accordance with the Conditions of the Agreement; for the Contractor's responsibility for the organization, coordination and supervision of the sub-contractor's work; and for the Contractor's responsibility for the execution of the above work by the sub-contractor but only so far as it relates to the time limits and the technical conditions determined by the Agreement.

d) For the purposes of the provisions set out in clause 30 hereinafter, concerning the payments to the Contractor of the 8% fee, the total Consideration shall be deemed to be the amount of \$ 150.000.000 (One hundred and fifty million dollars) abovementioned in this Agreement, provided that upon completion of the performance of the Contractor's undertaking hereunder, this amount of USA \$ 150.000.000. shall be recomputed to reflect the exact Total Consideration, as defined above, and the necessary adjustments consequent thereupon shall be made in accordance with the provisions set out in clause 31 hereinafter.

30. Manner of Payment of 8% Fee.

The payment of the 8% fee, namely, an amount of \$ 12.000.000 (twelve million USA dollars) shall be effected to the Contractor as follows :

a) 20% (twenty per cent) of such fee, viz. an amount of \$ 2.400.000 (two million four hundred thousand USA dollars) shall be paid to the Contractor by way of an advance on account of such fee on receipt of the Loan Money. (Such amount of USA \$ 2.400.000 shall be hereinafter called the «Fee Advance»).

b) The balance of the amount of \$ 12.000.000 (twelve million dollars) fee, namely, an amount of USA \$ 9.600.000 (nine million six hundred thousand dollars) shall be paid to the Contractor in the following manner :

i) An amount equal to 5% (five per cent) of the aforesaid \$ 12.000.000 namely, an amount of \$ 600.000 (six hundred thousand dollars) shall be paid to the Contractor every quarter on the last day of each quarter commencing on the ninetieth day following the date on which this Agreement shall have come into force and ending on the last day of the fourth quarter thereafter so that upon the expiration of the fourth quarter as aforesaid the Contractor shall have received from the Owner an amount of \$ 2.400.000 (two million four hundred thousand USA dollars). The payment of instalments shall be made according to accumulative certificates of expenses relating to engineering, administration, financing, and work.

ii) Thereafter, the remaining balance of the Contractor's fee, namely, an amount of \$ 7.200.000 (seven million two hundred thousand USA dollars) shall be paid to the Contractor at the rate of 6% (six per cent) of the total accumulative approved amount of each monthly bill presented to the Owner in respect of the construction of the Road commencing with the first monthly bill for work done presented after the expiration of the fourth quarter as aforesaid, be it the Contractor's own bill for work done or any bill for work done originally presented by any Contractor's subcontractors.

c) The Fee Advance and each other payment of the aforementioned balance of \$ 9.600.000 shall be paid 70% (seventy per cent) in U.S. dollars and 30% (thirty per cent) in drachmas, linked to the price of the U.S. dollar in accordance with the provisions of clause 12 hereinabove.

31. Adjustment of Fee.

If upon the recomputation of the 8% and 6% fee, as provided for in clause 29 (d), it shall transpire that the Total Consideration in fact exceeded or was less than \$ 150.000.000—the Contractor shall pay to the Owner or the Owner shall pay to the Contractor, as the case may require, an amount equal to 8% and 6% of the amount of such deficiency or of the amount of such excess, as the case may be. The payments necessary to effect such adjustments shall be in cash within a period of twenty-one (21) days from the date on which such recomputation shall have been made. All payments to be made by a party to the other party in accordance with the provisions of this sub-clause shall be made 70% in U.S. dollars and 30% in drachmas linked to the price of the U.S. dollar in accordance with the provisions of clause 12 hereinabove.

32. Bank Guarantee for Fee Advance

a) The Contractor shall deposit a letter of guarantee with a Bank of standing approved by the Owner in which the guaranteeing Bank shall unreservedly undertake to pay to the State of Greece at the sole request of the Minister of Co-ordination the amount of the «Fee Advance». The aforementioned letter of guarantee shall be in accordance with the text already approved by the Owner and the Contractor.

b) The amount of the aforementioned Bank guarantee shall be reduced from time to time, at the same time and in the same proportions as the performance bond referred to in clause 24.

33. Benefit of Laws for Protection of Foreign Investments

The parties agree that, without prejudice to any right of the parties in accordance with this Agreement, the Contractor shall be fully entitled to enjoy all the benefits accorded in accordance with Law No. 2687/1953 and any other Law, whether existing or to be promulgated at any time in the future, for the protection of foreign capital.

34. Arbitration.

a) Any and all disputes arising between the parties in connection with any matter arising out of, or relating to this Agreement, or to the interpretation of any provision thereof, or to a possible omission therein, which cannot be settled between the parties themselves, shall be submitted to arbitration by three disinterested arbitrators. Each of the parties hereto shall designate one arbitrator, and the two so designated shall select the third arbitrator. The arbitrator representing the Owner shall be appointed by the Minister of Coordination.

b) The party desiring the arbitration shall serve to the other party written notice of its desire specifying the question or questions to be arbitrated and naming the arbitrator chosen by it. Within a reasonable time thereafter, not to exceed twenty (20) calendar days, the other party shall give in a like manner written notice, specifying any additional questions to be arbitrated and naming the arbitrator chosen by it. If either party shall fail to appoint an arbitrator within twenty calendar days after the other party shall have given written notice of its desire to arbitrate, the party having appointed the arbitrator may thereupon request the President of the Supreme Court of Greece to appoint the arbitrator for the party in default, and the President shall thereupon appoint such arbitrator. The two arbitrators so appointed shall appoint the third arbitrator. In the event such appointment shall not be made within fifteen calendar days from the appointment of the second arbitrator, either of the parties may

request the President of the Supreme Court of Greece to appoint the third arbitrator. The third arbitrator shall not be a national of the contracting parties' countries unless otherwise mutually agreed. The Board of Arbitrators shall convene in Zurich, Switzerland, unless the arbitrators decide to meet elsewhere by unanimous vote.

c) The three arbitrators thus appointed shall form the Arbitration Board. The third appointed arbitrator will be the presiding officer and named «Chairman of the Board». In the event a member of said Board, although twice successively invited by the Chairman by written notification served to him fifteen (15) days (calendar) at least prior to the date fixed for the hearing, shall fail to attend the session of the Board, the Chairman shall request the party having appointed the absentee member to replace him by another within 20 (twenty) days from the service to him of the Chairman's written request. Should this term elapse without action, the Chairman of the Arbitration Board may apply to the President of the Supreme Court of Greece for the above replacement.

d) The Arbitration Board shall apply the procedural rules of the International Chamber of Commerce (Article 10-21), provided they are not amended hereby. The Arbitration Board's decision shall be rendered in a spirit of equity (in accordance with the terms of the Agreement and the Greek laws in effect during the period of dispute and constituting the applicable code of Law during the arbitration). The Arbitration decision shall be issued within 60 (sixty) days beginning from the appointment of the third arbitrator. In case of replacement of one arbitrator as provided in the preceding paragraph, said 60-day term shall start from the date of such replacement. This term may be extended for 30 (thirty) additional days by a fully motivated decision of the Board, and beyond 30 (thirty) days upon written consent of the parties.

e) The Arbitration decisions shall be rendered by majority vote, the Chairman's vote prevailing in case of tie vote. The decision shall be made in writing, shall be fully motivated, and shall be signed by at least two arbitrators.

f) The Arbitration decision shall be final and irrevocable and the parties hereto expressly waive any and all rights to attack the same through any ordinary or extraordinary legal resorts or by recourse to any other procedure. The Arbitration decision shall also determine the costs of the arbitration and the party which shall bear them or the proportion of such cost to be borne by each party. After their appointment, the arbitrators may decide on the amount to be advanced by the parties to cover the arbitration cost in general, which amount shall be set off against the arbitration cost to be determined by the decision of the arbitration board.

35. Entering into force

This Agreement shall come into force only upon fulfilment of all the following :

a) This Agreement and the Special Conditions forming Appendix «A» thereto shall have been duly signed by the Owner and the Contractor.

b) The General Conditions to form Appendix «B» to this Agreement shall have been agreed upon and duly signed by the Owner and the Contractor not later than the 31 day of December 1968.

c) The time Schedule to form Appendix «E» to this Agreement shall have been agreed upon and duly signed by the Owner and the Contractor not later than the 31 day of December 1968.

d) The terms of the Bank(s) Guarantee(s) referred

to in clause 21 above as well as the time when same shall be given, as well as the names of the Bank(s) providing the same shall have been agreed upon not later than the 31 day of December 1968.

e) This Agreement shall have been ratified by Law and this Law have been published in the Government Gazette of the Greek State not later than the 15 day of February 1969.

36. Languages

This Agreement has initially been written in the Greek language and has been translated into English. Both the English and Greek versions of this Agreement will be official and valid. In case of disputes or differences of interpretation the Board of Arbitration mentioned in clause 34 of the Special Conditions may refer to either or both versions. For the Greek State For the Company
The Minister of Coordination MacDonald Construction Company

(Nickolaos Makarezos) (Robert E. Mac Donald)

APPENDIX «B»

CONDITIONS OF CONTRACT

PART I-GENERAL CONDITIONS RELATING TO CONSTRUCTION, SUPERVISION AND ADMINISTRATION

1. Definitions and Interpretation Definitions

1) In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires :

a) «Owner» means the Greek State, legally represented by the Government of Greece and such Government legally represented by His Excellency the Minister of Coordination and his successors in office;

b) «Contractor» means the Company MacDonald Construction Company, legally represented by Mr. Robert E. MacDonald, established in St. Louis 4, Missouri, U.S.A. 1310 South Grand Boulevard, and includes the Contractor's Representatives, as hereinafter defined, and its successors;

c) «Contractor's Representative» means any one of the persons duly appointed from time to time by the Contractor, by notice in writing to the Owner and with his approval, to act as the Contractors Representative to perform the duties set forth in clause 2 (4) hereof or any part thereof, whose authority shall be set out in the notice of appointment as aforesaid ;

d) The term «Subcontractor» means the firm or consortium that will be determined by competitive Tender, in accordance with condition 13 of the Special Conditions, and charged with the execution of a part or the whole of the work.

e) «Architect» means the legal representative of the Owner ;

f) «Contract» means the provisions of the Agreement entered into between the Owner and Contractor on 29th October 1968, together with all the Appendices thereto collectively ;

i) Appendix «A» : Special Conditions of Contract

ii) Appendix «B» : General Conditions.

iii) Appendix «C» : Drawings and Plans.

iv) Appendix «D» : Technical Specifications (including conditions pertaining to the technical aspects of the construction and schedule of works).

v) Appendix «E» : Time Schedule setting out the respective periods of time within which the engineering and the construction of the road is to be completed.

g) «Works» means the works to be executed in accordance with the Contract ;

h) «Constructional Plant» means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the Works or Temporary Works (as hereinafter defined) but does not include materials or other things intended to form of forming part of the permanent work ;

i) «Temporary Works» means all temporary works of every kind required in or about the execution, completion or maintenance of the works ;

j) «Drawings or Plans» means the drawings or plans to be comprised in Appendix «C» of the Contract and any modification of such drawings or plans as may from time to time be furnished by the Contractor and in each case approved in writing by the Owner.

k) «Site» means the lands and other places on, under, in, or through which the Works are to be executed or carried out and any other lands or places provided by the Owner for the purposes of the Contract, together with such other places as may be specifically designated in the Contract as forming part of the Site ;

l) «Approved» means approved in writing including subsequent written confirmation of previous verbal approval and «approval» means approval in writing as aforesaid.

m) «Section Lump Sum» means the total value of the subcontractor's offer subject to the provisions of Clause 16 of the Special Conditions.

Singular and Plural.

2) Words importing the singular only also include the plural and vice versa where the context requires.

Marginal Headings or Notes.

3) The marginal headings or notes in the Special Conditions of the Contract and in these Conditions of the Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

SUBCONTRACTOR, CONTRACTOR, THE ARCHITECT AND THE OWNER

Sub-Contractor.

2. 1) a) Inasmuch as the Contractor's undertakings in respect of the construction of the Road shall be subcontracted as aforesaid by the Contractor to the Sub-Contractor with the consent of the Owner, all the undertakings of the Contractor towards the Owner and all the undertakings of the Owner towards the Contractor under and in accordance with the Special Conditions concerning the construction, completion and maintenance of the Road, excluding the obligations referred to in subparagraph (b) below, shall be deemed to be also the undertakings of the Sub-Contractor towards the Owner and the undertakings of the Owner towards the Sub-Contractor as the case may be, and the Sub-Contractor shall be responsible for the construction of the Road in accordance with the terms of the Contract ;

b) In any event the Contractor is responsible to the Owner for the engineering, supervision and administration for the construction, completion and maintenance of the Road and for the execution of all his obligations in accordance with Clause 4 of the Agreement.

Obligations and Rights of Contractor

2) The Contractor, acting herein as the Owner's Agent, shall supervise, direct and administer the execution of the work by subcontract.

In the execution of his above stated obligations the Contractor is obliged and entitled to take in good time such necessary action as shall secure the proper execution of the Work within the established time limits and in accordance with the terms of this Agreement.

Among the above-stated obligations and rights of the Contractor is included, obligatorily but not to the exclusion of other such obligations, the carrying out of the duties detailed below, subject always to the limitations of Article 3 herein.

a) Preparation and holding of competitive tenders in accordance with the provisions of Condition 13 of Appendix A.

b) Installation of sub-contractors on Site.

c) Technical supervision of the execution of each sub-contractor's work.

d) Settlement of technical problems of any kind occurring during the execution of the Works.

e) Compilation of Tables of New Unit Prices.

f) Checking of quantitative details.

g) Checking of monthly payments invoices.

h) Receipt of works completed by each sub-contractor.

i) Drawing up of general program for execution of works and coordination of subcontractors.

j) In general the taking of all administrative and technical decisions called for within the spirit of the present Agreement and of the subcontractors' agreements with the object of securing the proper and timely execution of the Work.

k) Provision of the requisite construction equipment by international competitive tender held in the countries of origin or of the foreign financing as laid down in Condition 8 and Appendix A, with the exception of equipment that is not manufactured in the financing countries and that shall be procured by tender.

3) The Contractor shall have no authority to relieve the Subcontractors of any of their duties or obligations under the Contract nor, except as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Owner or to proceed to the unilateral fixing of new unit prices nor to make any variation of or in the Works. Such decisions incurring additional expenditure by the Owner, to the agreed expenditure as established by the Subcontract, extension of time limits or Engineering changes, in each case require prior approval by the Architect in accordance with Article 3 herein.

4) The Contractor may from time to time in writing delegate to the Contractor's Representative any of the powers and authorities vested in the Contractor. Any written instruction or approval given by the Contractor's Representative to the Sub-contractors within the terms of such delegation (but not otherwise) shall bind the sub-contractors and the Owner as though it had been given by the Contractor. Provided always as follows :

a) Failure of the Contractor's Representative to disapprove any work or materials shall not prejudice the power of the Contractor thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof;

b) If the Sub-contractor shall be dissatisfied by reason of any decision of the Contractor's Representative it shall be entitled to refer the matter to the Contractor who shall thereupon confirm, reverse or vary such decision ;

5) In the performance of his supervisory and administrative functions, as set above, the Contractor shall act as the agent of the Architect and of the Owner and his decisions and other acts whatsoever shall fully bind the Architect and the Owner subject however

and in any case to the reservations made in paragraph (3) of this Condition and to the powers vested in the Architect as in Condition 3 as set out herein.

6) The Contractor shall furnish to the Architect, not later than the tenth day following the expiration of each month of the period of the duration of the Contract, a written report describing in detail the progress of the works during the previous month and the anticipated functions of the Contractor as concerns the supervision and administration of the works. The Contractor may also at any time submit written proposals to the Architect regarding matters requiring prior approval in accordance with paragraph (3) of the present clause.

3. Powers and obligations of the Architect.

The Architect shall have the power to revoke or modify any decision or act of the Contractor or of the Contractor's Representative as concerns the supervision and administration of the works. Any such revocation or modification shall be done by notice in writing addressed by the Architect to the Contractor and upon receipt by the Contractor of any such notice the Contractor shall advise the Sub-contractor thereof and shall supervise and administer all the steps necessary to be taken by the Sub-contractor in compliance with such notice of the Architect. If the Architect shall fail to give to the Contractor any such notice of revocation or modification with respect to any matter covered in any monthly report given to the Architect by the Contractor or in any written instruction of the Contractor as mentioned in subclause (6) of clause 2 within the fifteen days following the receipt by the Architect of any such monthly report or instruction, all acts and decisions of the Contractor covered by such monthly report or instruction shall be deemed as final and as fully binding on the Owner, the Architect, the Contractor and the Sub-contractor, and the Owner or Architect shall not be entitled to re-open any such matter.

4. Sub-Letting.

The Sub-contractor shall not sub-let the whole of the works. The Subcontractor shall not sub-let any part of the works without the prior written consent of the Contractor (which shall not be unreasonably withheld) and approval by the Owner and such consent if given shall not relieve the Sub-Contractor from any liability or obligation under the Contract and it shall be responsible for the acts, defaults and neglects of his subcontractor, its agents, servants or workmen. Provided always that the provision of labour on piecework basis shall not be deemed to be a subletting under this clause.

EXECUTION OF THE WORKS BY SUBCONTRACT GENERAL CONDITIONS FOR CONDUCT OF COMPETITIVE TENDERS

5. Participation in Tenders.

1) The execution of the work by subcontract shall be determined by international competitive tenders made by Greek and foreign contractors named in an approved list as laid down in condition 13 (a) of Appendix A.

Specifications in Call for Tenders .

2) The call for tenders shall be made on the basis of the studies compiled or revised by the Contractor and properly approved in the manner laid down in Part II of present Appendix.

The above studies shall include, in addition to drawings and specifications of a technical nature, the constructional specifications for the tender.

Sealed Tenders.

3) The tenders shall be sealed in conformity with the regulations laid down in the Call for Tenders.

Conduct of the Tender.

4) The tenders shall be adjudicated by the Contractor and in the presence of a competent three-member committee comprising Civil Engineers appointed by the Contractor.

Approval of the Tender.

5) The final recommendations of the Committee, and Contractor shall be submitted to the Owner within 7 days of the adjudications of the Tender.

The Owner shall give the necessary approval or disapproval of the result of the tender, within 25 days of the submission to him of the report of the recommendations. Within ten days of notification being given to the Contractor of the decision relevant to approval of the Tender, the subcontractor so selected shall be invited by the Contractor to sign the subcontractual Agreement, which Agreement shall be signed on the one hand by the Owner and the Contractor and on the other by the Sub-contractor.

DOCUMENTS OF THE AGREEMENT

6. Documents Mutually Explanatory.

Except if and to the extent otherwise provided by the Contract the provisions of the Special Conditions of the Contract shall prevail over those of any other document forming part of the Contract. Subject to the foregoing the several documents forming the Contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Contractor who shall thereupon issue to the Sub-Contractor instruction directing in what manner the work is to be carried out.

If according to the recommendation of the Contractor and the approval in any case of the Architect compliance with any such instructions shall involve the Sub-Contractor in any expense which by reason of any such ambiguity or discrepancy the Sub Contractor did not and had reason not to anticipate the Contractor shall certify and the Owner shall pay such additional sum as may be reasonable to cover such expenses.

DRAWINGS

7. Custody of Drawings.

1) The Drawings, when prepared by the Contractor, shall remain in the sole custody of the Contractor but two copies thereof shall be furnished to the Sub-Contractor free of cost. The Sub-Contractor shall provide and make at its own expense any further copies required by it. At the completion of the Contract the SubContractor shall return to the Contractor all drawings provided under the Contract, if required.

The Sub-Contractor shall give adequate notice in writing to the Contractor or the Contractor's Representative of any further drawing or specifications that may be required for the execution of the Works or otherwise under the Contract.

One copy of Drawings to be kept on site.

2) One copy of the Drawings furnished to the Sub-Contractor as aforesaid shall be kept by the Sub-Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Contractor and the Contractor's Representative and by any other person authorized by the Contractor in writing.

8. Further Drawings and Instructions.

The Contractor shall have full power and auth-

rity to supply to the Sub-Contractor from time to time during the progress of the Works such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works and the Sub-Contractor shall carry out and be bound by the same.

GENERAL OBLIGATIONS

9. Inspection of Site.

Appendices «C», «D», and «E» of the Contract shall be based on such data regarding hydrological climatic and physical conditions as shall have been supplied by the Owner and as shall have been established by the Contractor in the engineering and design of the Works, as set out in Part II of these Conditions of Contract. The Sub-Contractor shall nevertheless inspect and examine the Site and its surroundings and shall satisfy himself (so far as is practicable) before submitting the Unit Rates and Prices and the Section Lump Sums in respect of the various sections of the Road, as to the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the Works and the means of access to the Site, the accommodation it requires, and in general shall himself obtain all necessary information (subject as above mentioned) as to the risks, contingencies and other circumstances which may influence or affect the quantities of the work items the Unit Rates and Prices and Section Lump Sums with respect to the various sections of the Road. Provided however that nothing herein contained shall prejudice the right of the Sub-Contractor to demand a variation in the Section Lump Sum of any section where the engineering and design of the Contractor call for specifications other than the specifications on which the Sub-Contractor based his quantities of the work items units rates and prices and Section Lump Sums and the payment by the Sub-Contractor of any extra expenses thereby caused to the Sub-Contractor and such variation and payment to the Sub-Contractor shall be made in accordance with the provisions of clause 10 hereinafter.

10. Adverse Physical conditions, artificial obstructions, and insufficiency of specifications.

It is considered that the Sub-Contractor, before submitting his offer, has examined the quantities of the work items, the unit prices and the Section Lump Sums of the Road, and shall be deemed to have satisfied himself as to the correctness and sufficiency thereof, for the submission of his offer which quantities of the work items rates and prices and Section Lump Sums except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works. If however during the execution of the Works the Sub-Contractor shall encounter physical conditions or artificial obstructions which conditions and obstructions could not have been reasonably foreseen by an experienced Contractor or the specifications on which the Sub-Contractor based his quantities of the work items unit rates and prices and Section Lump Sums shall have to be modified to conform to the specifications called for by the engineering and design of the Works, as mentioned in the end of clause 9 thereof, the Sub-Contractor shall forthwith give written notice thereof to the Contractor's Representative and if according to the recommendation of the Contractor and the approval of the Architect such conditions or artificial obstructions or such change in specifications could not have been reasonably foreseen by an experienced con-

tractor then the Contractor shall certify and the Owner shall pay the additional expense to which the Sub-Contractor shall have been put by reason of such conditions including the proper and reasonable expense.

a) of complying with any instruction which the Contractor may issue to the Sub-Contractor in connection therewith, and

b) of any proper reasonable measures approved by the Contractor which the Sub-Contractor may take in the absence of specified instructions from the Contractor as a result of such conditions or obstructions being encountered, or as a result of such change in specifications.

11. Work to be to satisfaction of Contractor.

Save in so far as it is legally or physically impossible the Sub-Contractor shall execute completely and maintain the Works assigned to him in strict accordance with the Contract to the satisfaction of the Contractor and shall comply with and adhere strictly to the Contractor's instructions and directions on any matter (whether mentioned in the Contract or not) touching or concerning the Works. The Sub-Contractor shall take instructions and directions only from the Contractor or (subject to the limitations referred to in clause 2 hereof) from the Contractor's Representative.

12. Program to be furnished

The Sub-Contractor shall submit to the Contractor in writing for his approval a schedule setting out the progressive stages of construction of the work assigned to him within the contractual time limits and the method and systems of construction to be employed. This schedule of priorities shall be submitted not later than 40 (forty) days from the date of his installation at the Site.

13. Sub-Contractor's presence on Site.

The Sub-Contractor shall give or provide all necessary technical staff during the execution of the Works and as long thereafter as the Contractor may consider necessary for the proper fulfilling of the Sub-Contractor's obligations under the Contract. The Sub-Contractor or his authorized Agent or Representative being a holder of a diploma in Civil Engineering approved of in writing by the Contractor (which approval may at any time be withdrawn) is to be constantly on the Works and shall give his whole time to the administration of the same. If such approval shall be withdrawn by the Contractor the Sub-Contractor shall as soon as is practicable (having regard to the requirement of replacing him as hereinafter mentioned) after receiving written notice of such withdrawal, remove the Agent from the Site and shall not thereafter employ him again on the Site in any capacity, and shall replace him by another Agent approved by the Contractor. Such authorized Agent or Representative shall receive on behalf of the Sub-Contractor directions and instructions from the Contractor or the Contractor's Representative.

14. Sub-Contractor's employees

1) The Sub-Contractor shall provide and employ on the Site in connection with the execution and maintenance of the Works.

a) only such technical assistants as are skilled and experienced in their respective callings and such sub-agent foremen, artisans and leading hands as are competent to give proper execution of the Works entrusted to them; and

b) such skilled, semi-skilled and unskilled labour

as is necessary for the proper and timely execution and maintenance of the Works.

2) The Contractor shall be at liberty to object to and require the Sub-Contractor to remove forthwith from the Works any person employed by him in or about the execution or maintenance of the Works, who in the opinion of the Contractor misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Contractor to be undesirable and such person shall not be again employed upon the Works without the written permission of the Contractor. Any person so removed from the Works shall be replaced as soon as possible by a competent substitute approved by the Contractor.

15. Setting out

The Sub-Contractor shall be responsible for the true and proper setting-out of the Works in relation to original points, lines and levels and contour lines of reference given by the Contractor in writing and for the correctness (subject as above mentioned) of the position, levels, dimensions and alignment of all parts of the Works assigned to him and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works the Sub-Contractor on being required so to do by the Contractor or Contractor's Representative shall at his own expense rectify such error to the satisfaction of the Contractor or the Contractor's Representative unless such error is based on incorrect data supplied in writing by the Contractor or the Contractor's Representative in which case the expense of rectifying the same shall be borne by the Owner, except in cases of proven and particular negligence on the part of the Contractor or his representative when the error shall be the responsibility of the Contractor as well as of the Sub-Contractor. The checking of any setting-out or of any line or level by the Contractor or the Contractor's Representative shall not in any way relieve the Sub-Contractor of his responsibility for the correctness thereof and he shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting out the Works.

16. Boreholes and Exploratory Excavation

If at any time during the execution of the Works the Contractor shall require the Sub-Contractor to make boreholes or to carry out exploratory excavation such requirement shall be ordered in writing.

17. Watching and Lighting

The Sub-Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Contractor's Representative or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others.

18. Care of Works

1) From the commencement to the completion of the Works the Sub-Contractor shall take full responsibility for the care thereof and of all Temporary Works and in case any damage, loss or injury shall happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except the excepted risks as defined in subclause (2) of this clause) shall at his own cost repair and make good the same so that at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Contractor's instructions. In the event of any

such damage, loss or injury happening from any of the excepted risks the Sub-Contractor shall, if and to the extent required by the Contractor, subject always to approval by the Architect, repair and make good the same as aforesaid at the cost of the Owner. The Sub-Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with its obligations under clause 49 hereof.

Excepted Sub-Contractor's Responsibilities (Excepted Risks)

2) The excepted risks are such events as are comprised in the definition of the term «Force Majeure» in clause 26(a) of the Special Conditions of the Contract (the reference to riot, commotion or disorder among the Contractor's or the Sub-Contractor's own employees being deemed to apply to the Contractor's or Sub-Contractor's own employees respectively and not constituting force majeure) as well as the use or occupation by the Owner of any portion of the Works in respect of which a Certificate of Completion has been issued in as much as the damage caused is not due to customary use during the maintenance period or to a concealed fault.... and finally all causes of damage mainly due to the Contractor's design of the Works or any such operation of the force of nature as reasonable foresight and ability on the part of the Sub-Contractor could not foresee or reasonably provide against (all of which are herein collectively referred to as «the excepted risks»).

19. Insurance of Works, etc., by the Sub-Contractor.

Without limiting his obligations and responsibilities under clause 18 hereof the Sub-Contractor shall insure in the joint names of the Owner and the Sub-Contractor against all loss or damage from whatever cause arising (other than the excepted risks) for which he is responsible under the terms of the Contract and in such manner that the Owner and Sub-Contractor and the Contractor are covered during the entire period of construction of the Works and also covered during the Period of Maintenance for loss or damage arising from a cause occurring prior to the commencement of the Period of Maintenance and for any loss or damage occasioned by the Sub-Contractor in the course of any operations carried out by him for the purpose of complying with its obligations under clause 18 hereof:

In accordance with regulations current in Greece in the construction field, the insurance will cover :

- a) The Works and the Temporary Works to the full value of such works executed from time to time
- b) The materials, Constructional Plant and other things brought on to the Site by the Sub-Contractor to the full value of such materials, Constructional Plant and other things.

Such insurances shall be effected with an insurer and in terms approved by the Owner (which approval shall not be unreasonably withheld) and the Sub-Contractor shall whenever required produce to the Contractor or the Contractor's Representative the policy or policies of insurance and the receipts for payment of the current premiums. Provided always that without limiting his obligations and responsibilities as aforesaid nothing in this clause contained shall render the Sub-Contractor liable to insure against the necessity for the repair or reconstruction of any work constructed with materials or workmanship not in accordance with the requirements of the Contract.

20) Damage to Persons and Property.

The Sub-Contractor shall (except if and so far as the Specification provides otherwise) indemnify and

keep indemnified the Owner against all losses and claims for injuries or damage to any person or any property whatsoever (other than surface or other damage to land or crops necessitated by the Works) which may arise out of or in consequence of the construction and maintenance of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto suffered by the lessors or the Owners. Provided always that nothing herein contained shall be deemed to render the Sub-Contractor liable for or in respect of to indemnify the Owner against any compensation or damages for or with respect to:

a) The permanent use or occupation of land necessitated by the Works or any part thereof or (save as herein after provided) surface or other damage as aforesaid;

b) The right of the Owner to construct the Works or any part thereof on, over, under, in, or through any land;

c) Interference, whether temporary or permanent, with any right of light, air, way, or water or other easement or quasi-easement which is the unavoidable result of the construction of the Works in accordance with the Contract;

d) Injuries or damage to persons or property, resulting from any act or neglect, done or committed during the currency of the Contract, of the Owner his agents servants or other contractors or, for, or in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

Provided further that for the purpose of this clause the expression «the Site» shall be deemed to be limited to the area defined in the specification or shown on the drawings in which land and crops will be disturbed or damaged as an inevitable consequence of the carrying out of the Works.

21. Indemnity by Owner.

The Owner will save harmless and indemnify the Sub-Contractor from and against all claims, demands, proceeding, damages, costs, charges and expenses in respect of the matters referred in the cases (a), (b), (c), (d) of the clause 20 hereof.

22. Additional third Party Insurance.

Before commencing the execution of the works the Sub-Contractor (but without limiting his obligations and responsibilities under clause 20 hereof) shall insure against any damage, loss or injury which may occur to any property (including that of the Owner or the Contractor) or to any person (including any employee of the Owner or the Contractor) by or arising out of the execution of works or Temporary works or in the carrying out of the Contract otherwise than due to the matters referred to in the proviso to clause 20 hereof.

23. Minimum amount of Third Party insurance in the amount of 3.000.000 drachmas.

Such insurance shall be effected with an insurer and in terms approved by the Owner (which approval shall not be unreasonably withheld) and for a minimum amount of Third Party Insurance for one accident of 3.000.000 drs and the Sub-Contractor shall whenever required produce to the Contractor or the Contractor's Representative the policy or policies of insurance and the receipts for payment of the current premiums.

24. Accident or Injury to Workmen.

(1) The Owner shall not be liable for, or in respect of, any damages or compensation payable at Law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Sub-Contractor save and except an accident

or injury resulting from any act or default of the Owner, his agents or servants and the Sub-Contractor shall indemnify and keep indemnified the Owner against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

Insurance against accidents, etc. to workmen.

2) The Sub-Contractor shall insure against such liability with an insurer approved by the Owner (which approval shall not be unreasonably withheld) and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall when required produce to the Contractor or the Contractor's Representative such policy or insurance and the receipt for payment of the current premium.

25. Remedy on Sub-Contractor's Failure to Insure

If the Sub-Contractor shall fail to effect and keep in force the insurances referred to in the Contract or any other insurance which it may be required to effect under the terms of the Contract then and in any such case the Owner may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Owner as aforesaid from any monies due or which may become due to the Sub-Contractor.

26. Insurance by, and Liability of Owner for damages of the Contractor

(1) Before the commencement of the execution of the the Works the Contractor shall insure against any damages, loss or injuries which may occur to any property (including that of the Sub-Contractor and the Owner) or to any person (including any employee of the Sub - Contractor and of the Owner) as a result of the provision by the Contractor of the supervisory, administrative, engineering and design services to be rendered by the Contractor to the Owner hereunder or as a result of the carrying out thereof by the Owner otherwise than due to the matters referred to in the proviso to clause 20 hereof.

(2) Such insurance shall be effected with an insurer and in terms approved by the Owner (which approval shall not be unreasonably withheld) and for a minimum amount of Third Party Insurance for one accident of 3.000.000 drs (three million drachmas) and the Contractor shall, whenever required, produce to the Owner or to the Architect the policy or policies of insurance and the receipts for payment of the current premiums.

Owner's Responsibilities for damages

(3) The Owner shall be fully and exclusively responsible for, and shall hold the Contractor and any of his Sub - Contractors completely harmless from, any responsibility for, and any claims of, third parties in respect of damages, direct or indirect and claims, demands, proceedings, costs, charges and expenses in respect of or in relation to the following:

(a) any of the matters referred to in the proviso of clause 20 hereof in respect of subclauses (a), (b), (c), and (d).

(b) any act or omission during the currency of this Agreement by the Owner or the Architect or any of their agents or servants.

(c) any of the excepted risks as hereinabove defined; and generally

(d) any act by the Contractor or by the Contractor's Representative or by any Sub - Contractor of the Contractor or by any of its personnel, according

to the Special Terms of the Agreement between the Contractor and Subcontractor, to the extent that the same does not amount to recklessness or to direct negligence;

In respect of the above the Owner shall itself handle at its own expense and on its own responsibility all claims, charges, demands, lawsuits and proceedings, it being understood that all rights in respect of the insurance companies where the insurance aforementioned in this clause was obtained shall belong and be paid to the Owner only and the Contractor, without responsibility on its part, shall cooperate with the Owner in respect thereto. For the avoidance of doubt it is hereby expressly stipulated that the Contractor or the Contractor's Representative or any Sub - Contractor of the Contractor or any of their personnel shall in no way be responsible to the Owner even if the amounts recovered by the Owner from the insurance companies shall not cover the whole of the amounts paid or the damages sustained by the Owner in pursuance of the provisions of this clause.

27. Giving of Notices and Payment of Fees.

(1) The Sub-Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute, Ordinance or other Law or any Regulation or Bye-Law of any local or other duly constituted authority in relation to the execution of the Works or of any Temporary works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works or any Temporary Works.

Compliance with Statutes, Regulations, etc.

2) The Sub-Contractor shall conform in all respects with the provisions of any such statute, Ordinance or Law as aforesaid and the Regulations or Bye-Laws of any local or other duly constituted authority which may be applicable to the works or to any Temporary Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Owner indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, Regulation or Bye-Law.

On his part the Owner shall repay or allow to the Sub-Contractor all such sums as the Contractor with the Architect's approval shall certify to have been properly payable and paid by him over and above his contractual obligations in respect of such fees.

Fossils, etc.

28. All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the Works shall be deemed to be the absolute property of the Owner, and the Sub-Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Contractor's Representative of such discovery and carry out at the expense of the Owner the Contractor's orders as to the disposal of the same.

29. Patents, Rights and Royalties.

The Sub - Contractor shall save harmless and indemnify the Owner from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Constructional Plant machine work or material used for or in connection with the Works or any of them and from and against all claims, demands, proceedings, damages, costs, char-

ges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified the Owner shall pay all eventually existing private royalties, rent and other payments or compensation (if any) for the right of getting stone, sand, gravel, clay or other materials required for the works or Temporary Works or any of them.

30. Interference with traffic and adjoining properties.

All operations necessary for the execution of the works and for the construction of any Temporary Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the public convenience, or the access to use and occupation of public or private roads and footpaths or to, or of, properties whether in the possession of the Owner or of any other person and the Sub-Contractor shall save harmless and indemnify the Owner in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the Sub-Contractor is responsible thereof.

Extraordinary traffic

31. (1) The Sub - Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with, or on the routes to the site or constituting part of it from being damaged or injured by any extraordinary traffic and in particular shall select routes, choose and use vehicles and re strict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the site shall be limited as far as reasonably possible and so that no damage without reasonable cause or avoidable injury may be occasioned to such highways and bridges.

Special Loads.

(2) Should it be found necessary for the Sub-Contractor to move one or more loads of Constructional Plant, machinery or pre-constructed units or parts or units of work over part of a highway or bridge the moving whereof is likely to damage any highway or bridge unless special protection or strengthening is carried out, then he shall before moving the load on to such highway or bridge give notice to the Contractor or the Contractor's Representative and at the same time inform the Architect of the weight and other particulars of the load to be moved and his proposals for protecting or strengthening the said highway or bridge. Unless within fourteen days of the receipt of such notice the Contractor shall by counter notice with which the Owner shall concur direct that such protection or strengthening is unnecessary then the Sub-Contractor will carry out such proposals or any modification thereof that the Contractor shall require but always subject to the Architect's approval and if in the schedule of quantities and prices is not included such item for such protection and strengthening then the costs and expenses thereof shall be paid by the Owner.

Settlement of Extraordinary Traffic Claims

(3) If during the execution of the works or at any time thereafter, the Sub-Contractor shall receive any claim arising out of the works in respect of damage or injury to highways or bridges, it shall immediately report the same to the Contractor and thereafter the Owner shall negotiate the settlement of, and pay all, sums due in respect of such claim and shall indemnify the Sub-Contractor in respect thereof and in respect of all claims, demands, proceedings, damages, costs,

charges and expenses in relation thereto providing that the works arising from such claim shall first have the Owner's approval. Provided always that if and so far as any such claims or part thereof shall in the opinion of the Contractor be due to any failure on the part of the Subcontractor to observe and perform its obligations under subclauses (1) and (2) of this clause, then the amount certified by the Contractor to be due to such failure shall be paid by the Sub - Contractor to the Owner.

Waterborne Traffic

(4) Where the nature of the Works is such as to require use by the Sub - Contractor of waterborne transport the foregoing provisions of this clause shall be construed as though «highway» included a lock, dyke, sea wall, or other structure related to a waterway and «vehicle» included craft, and shall have effect accordingly.

32. Supply of Plant Materials and Labour.

Subject to the provisions of article 3 of the Supplementary Amendment No. 1 the Sub - Contractor shall at his own expense supply and provide all the necessary Constructional plant. Temporary works, materials, both for temporary and for permanent works, labour (including the supervision thereof), transport to or from the site, and in and about the works, and other things of every kind required for the construction, completion and maintenance of the works.

33. Clearance of Site on Completion.

On the completion of the works the Sub - Contractor shall clear away and remove from the Site all Constructional plant, surplus materials, rubbish and Temporary works of every kind, and leave the whole of the Site and works clean and in a workmanlike condition to the satisfaction of the Contractor and always subject to the Architect's approval, clean and ready for proper use.

LABOUR

34. Engagement of Labour.

The Sub - Contractor shall make his own arrangements for the engagement of all labour, local or otherwise, and for the transport housing, feeding and payment thereof:

35. Supply of water.

(1) The Sub - Contractor shall, so far as is reasonably practicable having regard to local conditions provide on the site, to the satisfaction of the Contractor's Representative, an adequate supply of drinking and other water for the use of the staff and workpeople;

Alcoholic Liquor or Drugs

(2) The Sub-Contractor shall not otherwise than in accordance with the Statutes Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or permit or suffer any such importation, sale, gift, barter or disposal by his agents or employees ;

Arms and Ammunitions

(3) The Sub-Contractor shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit or suffer the same as aforesaid ;

Festivals and religious Customs

(4) The Sub-Contractor shall in all dealing with labour in his employ have due regard to all recognized festi-

vals, days of rest, and religious or other customs, subject however to the right of the Sub-Contractor to employ labour overtime and also during Sundays and holidays as set out in clause 28 (b) of the Special Conditions of Contract ;

Epidemics

(5) In the event of any outbreak of illness of an epidemic nature, the Sub-Contractor shall comply with, and carry out, such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.

Disorderly Conduct, etc.

(6) The Sub-Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by, or amongst, his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same.

(7) The Owner shall see to the issue of all necessary work permits for all the Contractor's and Sub-Contractor's foreign staff employed on the Construction of the Road.

Provisions of Special Conditions concerning Labour Force

(8) The above provisions of this clause shall be in addition to the provisions of clauses 10, 11 and 28 of the Special Conditions of Contract.

36. Returns of Labour, etc.

The Sub-Contractor shall if required by the Contractor deliver to the Contractor's Representative or at his office a return in detail in such form and at such intervals as the Contractor may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Sub-Contractor on the Site and such information respecting Constructional Plant as the Contractor's Representative may require.

MATERIALS AND WORKMANSHIP

Quality of Materials and Workmanship and Tests.

(1) All materials and workmanship shall be of the respective kinds described in the Contractual Specifications of the Sub-Contract and in accordance with the Contractor's instructions subject to the Architect's approval and shall be subjected from time to time to such tests as the Contractor may direct at the place of manufacture or fabrication or on the Site or at all or any of such places. The Sub-Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Contractor ;

Cost of Samples

(2) All samples shall be supplied by the Sub-Contractor at his own cost.

Cost of Tests.

(3) The cost of making any test shall be borne by the Sub-Contractor in the cases only of a test under load or of a test to ascertain whether the execution of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill.

Cost of Tests not provided for, etc.

(4) If any test is ordered by the Contractor and approved by the Architect and which is either :

(a) not so intended by or provided for or
 (b) (in the cases above mentioned) is not so particularized or

(c) though so intended or provided for is ordered by the Contractor and approved by the Architect to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested then the cost of such test shall be borne by the Sub-Contractor if the test shows the workmanship or materials not to be in accordance with the provisions of the Contract or the Contractor's instructions but otherwise by the Owner.

38. Access to Site.

The Contractor and any person authorized by him shall at all times have access to the Works and to the Site and to all workshops and places where work is being prepared or where materials, manufactured articles or machinery are being obtained for the Works and the Sub-Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

39. Examination of Work before covering up.

(1) No work shall be covered up or put out of view without the approval of the Contractor or the Contractor's Representative and the Sub-Contractor shall afford full opportunity for the contractor or the Contractor's Representative to examine any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Sub-Contractor shall give due notice to the Contractor's Representative whenever any such work or foundations is or are ready or about to be ready for examination and the Contractor's Representative shall, without unreasonable delay unless he considers it unnecessary and advises the Sub-Contractor accordingly attend for the purpose of examining such work or of examining such foundations ;

Uncovering and making openings.

(2) The Sub-Contractor shall uncover any part or parts of the Works or make openings in or through the same as the Contractor may from time to time direct with the approval of the Architect and shall reinstate and make good such part or parts to his satisfaction.

If any such part or parts have been covered up or put out of view after compliance with the requirements of subclause (1) of this Clause and are found to be executed in accordance with the Contract the expenses of uncovering, making openings in, or through, reinstating and making good the same, shall be borne by the Owner but in any other case all such expenses shall be borne by the Sub-Contractor and shall be recoverable from it by the Owner or may be deducted by the Owner from any monies due or which may become due.

40. Removal of Improper Work and Materials.

(1) The Contractor shall during the progress of the Works have power to order in writing from time to time

(a) the removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Contractor are not in accordance with the Contract.

(b) the substitution of proper and suitable materials and

(c) the removal and proper re-execution (notwithstanding any previous test thereof or interim payment thereof) of any work which in respect of materials or workmanship is not in the opinion of the Contractor in accordance with the Contract and the reduction of the price in the event that the work demonstrates

stability, quality, sufficiency etc. but however does not satisfy contractual requirements.

Default of Sub-Contractor in Compliance.

(2) In case of default on the part of the Sub-Contractor in carrying out such order the Owner shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Sub-Contractor and shall be recoverable from him by the Owner or may be deducted by the Owner from any monies due or which may become due to the Sub-Contractor.

Suspension of Work.

41. (1) The Sub-Contractor shall on the written order of the Contractor suspend the progress of the Works or any part thereof for such time or times and in such manner as the Contractor may consider necessary, after relevant approval by the Owner and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Contractor. The extra essential and necessary cost, including all necessary running wages to be paid on the Site, salaries, depreciation and maintenance of necessary plant Site, on-costs, and general overhead costs of the Contract incurred by the Sub-Contractor in giving effect to the Contractor's instructions under this Clause shall be borne and paid by the Owner unless such suspension is

(a) otherwise provided for in the Contract or

(b) judged by the Contractor or Architect to be necessary for the proper execution of the work or by reason of weather conditions affecting the safety or quality of the Works or by some default on the part of the Sub-Contractor or

(c) necessary for the safety of the Works or any part thereof ;

Provided that the Sub-Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Contractor within 28 days of the Contractor's order. The Contractor shall settle and determine such extra payment to be made to the Sub-Contractor with the Owner's approval.

Suspension Lasting more than 90 days

(2) If on the written order of the Contractor the Owner having given prior approval (in this subclause referred to as a (Suspension Order)) the progress of the Works or any part thereof shall be suspended for a period of successive periods amounting in all to 90 days or if the Contractor having previously issued a Suspension Order under the limitation of Clause 41 (1) for a period which has lasted less than 90 days shall within less than 90 days from the expiration of that period of suspension issue a further Suspension Order in such way that the total suspension period shall exceed ninety days either in respect of the whole of the Works or (where the previous Suspension Order has effected only a part) affecting or including that part, then and in any such case the Sub-Contractor may serve a written notice on the Contractor obligatorily notifying the Owner of such services requiring permission within 28 days from the receipt thereof to proceed with the Works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Sub-Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it effects part only of the Works as an omission of such part under clause 51 hereof or where it affects the whole of the Works assigned to him as an abandonment of the said Sub-Contractor's Contract by the Owner.

COMMENCEMENT TIME AND DELAYS

Commencement of Works

42. The Sub-Contractor shall commence the Works on Site within the period determined by the obligations stated in the Agreement and in receipt of written instructions issued to him by the Contractor (schedule of installations) and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Contractor or be wholly beyond the Sub-Contractor's control.

43. Possession of Site

(1) Save in so far as the Contract may prescribe the extent of portions of the Site on which the Sub-Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which the Works shall be executed, the Owner will with the Contractor's written order to commence the Works give to the Sub-Contractor possession of so much of the Site as may be required to enable the Contractor with the approval of the Owner to commence and proceed with the construction of the Works in accordance with the program referred to in clause 12 hereof. The Owner shall from time to time as the Works proceed give to the Sub-Contractor possession of such further portions of the Site as may be required to enable the Sub-Contractor to proceed with the construction of the Works with due dispatch in accordance with the said program or proposals (as the case may be). If the Sub-Contractor suffers delay or incurs expense from failure on the part of the Owner to give possession in accordance with the terms of this clause the Contractor shall grant an extension of time for the completion of the Works and certify such sum as in his opinion in agreement with the Architect shall be fair to cover the expense incurred in connection with the necessary personnel and machinery so involved in conjunction with the time schedule and general contractual programming of the work, which sum shall be paid to him by the Owner.

Wayleaves, etc.

(2) The Owner shall bear all expenses and charges for special or temporary wayleaves required in connection with access to the Site. The Owner shall also provide any additional accommodation outside the Site required for the purposes of the Works, subject to the Architect's approval.

44. Time for Completion

The construction of the Road shall be completed at the time fixed in the Agreement on the Sub-Contractor's obligations subject however to extensions as may be allowed by reasons of acts of God and of clause 45 hereof.

45. Extension of Time for Completion

Should additional works of any kind or other special circumstances of any kind whatsoever which may occur be such as fairly to entitle the Sub-Contractor to an extension of time for the completion of the Works, then, without prejudice to the provisions of clause 44 hereof and in addition thereto, the Architect shall determine upon the Contractor's proposal the amount of such extension. Provided that the Contractor is not bound to take into account any extra or additional work or other special circumstances unless the Sub-Contractor has within 28 (twenty eight) days after such work has been commenced or such circumstances have arisen or as soon thereafter as is practicable, delivered to the Contractor's Representative full and detailed particulars of any claim to extension of time to which he may

consider himself entitled in order that such claim may be investigated at the time.

Night or Sunday work

46. In addition to cases where night or Sunday work is customary and in addition to the case of any work which it is customary to carry out by rotary or double shifts, the Sub-Contractor shall, in accordance with the provisions of clause 28 (b) of the Special Conditions, be entitled to employ labor at night or on Sundays or other days of rest or holidays when the same is required for the purposes of maintaining the rate of progress of the construction of the Works. Provided that no extra payment shall be made to the Sub-Contractor for the same.

47. Rate of Progress

The whole of the materials, plant and labour to be provided or used by the Sub-Contractor and the mode, manner and speed of execution and maintenance of the Works are to be of a kind and conducted in a manner entirely satisfactory to the Contractor and the Owner. Should the rate of the progress of the Works or any part thereof be at any time in the opinion of the Contractor too slow to ensure the completion of the Works by the prescribed time or extended time for completion, the Contractor shall so notify the Sub-Contractor in writing and the Sub-Contractor shall thereupon take such steps as he may think necessary as for instance night shifts, Sunday work or holidays, overtime, increase in workshops etc. to expedite progress so as to complete the Works by the prescribed time, or extended time for completion, providing that no rights of additional compensation arise thereby. All work at night shall be carried out without unreasonable noise and disturbance. The Sub-Contractor shall indemnify the Owner from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability.

48. Certificates of Completion of Works section by section

As soon as upon representation by the Sub-Contractor, submission by the Contractor and approval by the above Architect a section of the Road shall have been substantially completed and shall have satisfactory passed any final test that may be prescribed by the Contract, the Contractor shall issue a Certificate of Completion separately in respect of such section and the Period of Maintenance of such section shall separately commence from the date of such certificate. Provided, that the Contractor, subject always to the Architect's approval, shall give such a certificate with respect to any part of a section before the completion of the whole or a substantial part of the Works therein, if such part of a section shall have been occupied or used by the Owner and when any such certificate is given in respect of any such part of a section, such part of a section shall be considered as completed and the Period of Maintenance of such part of a section shall commence from the date of such certificate.

49. Definition of Period of Maintenance

(1) In these Conditions the expression «Period of Maintenance» shall mean a period of maintenance of nine months in respect of earthworks and eighteen months in respect of asphalt in respect of each completed section of the Road calculated from the date of completion of the works in such section as certified by the Contractor in accordance with clause 48 hereof. In the event of more than one Certificate of Completion having been issued by the Contractor under clause 48 hereof with respect to any one section, the Periods of

Maintenance in respect of such section shall be calculated from the respective dates of completion of such section as certified by the Contractor within the above limitation and in accordance with clause 48 hereof.

Execution of work of Repair, etc.

(2) To the intent that the Works shall at, or as soon as practicable after, the expiration of the Period of Maintenance be delivered up to the Owner in as good and perfect a condition (fair wear and tear excepted) to the satisfaction of the Contractor as that in which they were at the commencement of the Period of Maintenance, the Sub-Contractor shall execute all such work of repair, amendment, reconstruction, rectification and making good of defects, imperfection, shrinkages or other faults as may be required of the Sub-Contractor in writing by the Contractor during the Period of Maintenance or within 14 (fourteen) days after its expiration as a result of an inspection made by or on behalf of the Contractor prior to its expiration;

Cost of Execution of Work of Repair, etc.

(3) All such work shall be carried out by the Sub-Contractor at his own expense if the necessity thereof shall in the opinion of the Contractor be due to the use of materials or workmanship not in accordance with the Contract or to neglect or failure on the part of the Sub-Contractor to comply with any obligation expressed or implied on his part under the Contract. If in the submission of the Contractor with the approval of the Architect such necessity shall be due to any other cause the value of such work shall be ascertained and paid for as if it were additional work;

Remedy on Sub-Contractor's Failure to carry out work required.

(4) If the Sub-Contractor shall fail to do any such work as aforesaid required by the Contractor, the Owner shall be entitled to carryout such work by his own workmen or by other Sub-Contractors, and if such work is work which the Sub-Contractor should have carried out at his own cost, shall be entitled to recover from the Sub-Contractor the cost thereof or may deduct the same from any monies due or that become due to him.

50. Sub-Contractor to search.

The Sub-Contractor shall, if required by the Contractor in writing, search for the cause of any defect, imperfection or fault under the directions of the Contractor. Unless such defect, imperfection or fault shall be one for which the Sub-Contractor is liable under the Contract the cost of the work carried out by him in searching as aforesaid shall be borne by the Owner. But if such defect, imperfection or fault shall be one for which the Sub-Contractor is responsible, the cost of the work carried out in searching as aforesaid, shall be borne by him and he shall in such case repair rectify and make good such defect, imperfection or fault at his own expense, in accordance with the provisions of clause 49 hereof.

ALTERATIONS, ADDITIONS AND OMISSIONS

51. Variations section by section of the Road.

(1) The Owner shall make any variation of the form, quality or quantity of the Works in any section of the Road or in any part thereof that may in his opinion be necessary and for that purpose, or if for any other reason it shall in his opinion be desirable, shall have power to order the Contractor and he in turn to order the Sub-Contractor to do any the following:

(a) increase or decrease the quantity of any work included in any such section of the Road

(b) omit any such work

(c) change the character or quality or kind of any such work

(d) change the levels, lines, position and dimensions of any part of the Works and

(e) execute additional work of any kind necessary for the compilation of the works and no such variation shall in any way vitiate or invalidate the contract but the value (if any) of such variations shall be taken into account in ascertaining the amounts of the Lump Prices, Section by Section of the Road.

Orders for Variations to be in writing.

(2) No such variation shall be made by the Sub-Contractor without an order in writing of the Contractor. No order in writing shall be required but only the Contractor's verbal order with the approval always of the Architect for increase or decrease in the quantity of any work in any section where such increase or decrease is not the result of an order given under this clause but is the result of the quantities exceeding or being less than those called for by the engineering and design of such section as mentioned in clause 16 of the Special Conditions. Provided also that if for any reason the Contractor shall consider it desirable to give any such order verbally the Sub-Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Contractor subject always to the Architect's approval, whether before or after the carrying out of the order shall be deemed to be an order in writing within the meaning of this clause. Provided further that if the Sub-Contractor shall confirm in writing to the Contractor the execution of any verbal order of the Contractor communicated also to the Architect and such confirmation shall not be contradicted in writing by the Contractor and the Architect it shall be deemed to be an order in writing by the Contractor.

52. Valuations of Variations section by section of Road.

(1) The Contractor shall determine on the basis of a Schedule of New Prices or a comparative Table the amounts (if any) which in its opinion should be added to or deducted from any Section Lump Sum in accordance with the provisions of clause 16 of the Special Conditions of the Contract in respect of any extra or additional work done or work omitted by his order given with the prior approval of the Architect. All work shall be valued at the agreed unit rates for the Sub-Contractor. If the Contract shall not contain any rates applicable to the extra or additional work then suitable prices shall be set out in a table of new prices agreed upon between the Contractor and the Sub-Contractor in accordance with the provisions of clause 15 of the Special Conditions of the Contract. In the event of disagreement the Contractor shall propose such prices and the Owner shall approve them.

Variations exceeding 20 per cent.

(2) The Owner has the right to increase or decrease the value of each Sub-Contract by an amount equal to 20 % of the respective estimate submitted in the tender, except in the event that such increase or decrease is due to Clause 14 of Appendix A of the Contract.

In respect of Work in excess of the above amount the Sub-Contractor may request either the termination of this contract or the establishment of new unit prices.

Daywork.

(3) The Contractor may if in his opinion it is necessary or desirable, order in writing with the approval

always of the Owner that any additional or substituted work shall be executed on a daywork basis.

The Sub-Contractor shall furnish to the Contractor such receipts or other vouchers as may be necessary to prove the amounts paid and before ordering materials shall submit to the Contractor quotations for the same for his approval.

In respect of all work executed on a daywork basis the Sub-Contractor shall during the continuance of such work deliver each day to the Contractor's Representative an exact list in duplicate of the names, occupation and time of all workmen employed on such work and a statement also in duplicate showing the description and quantity of all materials and plant used thereon. One copy of each list and statement will if correct or when agreed be signed by the Contractor's Representative and returned to the Sub-Contractor. At the end of each month the Sub-Contractor shall deliver to the Contractor's Representative a priced statement of the labour, material and plant used and the Sub-Contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered. The Sub-Contractor may add 10% to be decreased in the event of any offered discount to the final daywork account for general expenses and profit, but only in respect of scheduled items (and not of retentions etc.).

Claims.

(4) The Sub-Contractor shall send to the Contractor's Representative once in every month an account giving particulars (as full and detailed as possible) of all claims for any additional expense to which the Sub-Contractor may consider himself entitled and of all extra or additional work ordered by the Contractor with the Architect's approval which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars.

PLANT, TEMPORARY WORKS AND MATERIALS

53. Plant, etc. Exclusive Use for the Works.

(1) All constructional Plant, Temporary Works and materials provided by the Sub-Contractor shall when brought on to the Site be deemed to be exclusively intended for the construction and completion of the Works and he shall not remove the same or any part thereof (save for the purpose of moving it from one section of the Road to another) without the consent in writing of the Contractor which shall not be unreasonably withheld.

Removal of Plant, etc.

(2) Upon completion of the Works the Sub-Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by him.

Owner not liable for damage to Plant etc.

(3) The Owner shall not at any time be liable for the loss of or injury to any of the said Constructional Plant, Temporary Works or materials save as otherwise provided in Clauses 18 and 60 hereof.

54. Approval of Materials, etc. not implied.

The operation of clause 53 hereof shall not be deemed to imply any approval by the Contractor of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Contractor.

CERTIFICATES AND PAYMENTS

55. Monthly Interim Payment Certificates.

(1) The Sub-Contractor shall submit to the Contractor, within the first 10 (ten) days in each month, his account for work executed on a given section of the Road during the preceding month; such account shall be submitted in six (6) copies and the Contractor shall, upon receipt of the same, forthwith forward one copy thereof to the Architect. The provisions of clause 17(a) of the Special Conditions shall govern the monthly interim certificates;

Approval of monthly certificates.

(2) The Contractor shall, within 15 (fifteen) days from the receipt by him of the Sub-Contractor's interim monthly certificate finally approve or modify it in an amount of the Work executed in the particular section for which the monthly certificate has been submitted, and shall transfer it, as approved or modified by him to the Owner for payment. The Contractor shall send to the Architect a copy of such certificate, as approved or modified by him, at the time of the transfer thereof to the Owner for payment.

In the event of failure to modify it within the aforementioned period of 15 (fifteen) days, such certificate shall be deemed approved by the Contractor to all intents and purposes but this however shall not prejudice the right of the Contractor, or the right of the Architect (pursuant to the powers vested in the Architect in accordance with clause 3 hereof) to review the amount of such certificate within the framework of the accumulative next monthly interim certificate.

Payments of Monthly Interim Certificates.

(3) The Contractor shall pay to the Sub-Contractor the approved amount of the monthly interim certificate not later than 10 (ten) days immediately next following the date on which such monthly interim certificate shall have been approved by the Owner or shall be deemed as having been finally approved by him. The monthly interim certificate shall not be subject to any deduction by way of retention money. Any taxes, dues or retentions on behalf of the State or third parties affecting the Sub-Contractors are payable in advance and justify the certificate. The provisions of subclause (d) of clause 18 of the Special Conditions shall apply with respect to non-payment by the Contractor to the Sub-Contractor on due date of a monthly interim certificate, and the provisions of clauses 19 and 20 of the Special Conditions shall apply as regards the manner of payment of the monthly interim certificate.

56. Approval only by Maintenance Certificate.

No certificates other than the Maintenance Certificates referred to in clause 57 hereof shall be deemed to constitute approval of any work or other matter in respect of which they are issued or shall be taken as an admission of the due performance of the Contract or any part thereof or of the accuracy of any claim or demand made by the Sub-Contractor or of additional or varied work having been ordered by the Contractor nor shall any other certificate conclude or prejudice any of the powers of the Contractor.

57. Maintenance Certificate.

(1) The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Contractor subject always to the Owner's approval and delivered to the Owner stating that the Works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be gi-

ven by the Contractor 28 (twenty-eight) days after the expiration of the Period of Maintenance or as soon thereafter as any works ordered during such period in respect of such section pursuant to clauses 49 and 50 hereof shall have been completed to the satisfaction of the Contractor and full effect shall be given to this clause notwithstanding any previous entry on the Works or the taking possession, working, or using thereof, or any part thereof, by the Owner.

Cessation of Owner's Liability.

(2) The Owner shall not be liable to the Sub-Contractor for any matter or thing arising out of or in connection with the Sub-Contractor or the execution of the Works unless the Sub-Contractor shall have made a claim in writing in respect thereof before the giving of the Maintenance Certificate under this clause.

Unfulfilled obligations.

(3) Notwithstanding the issue of the Maintenance Certificate the Sub-Contractor and (subject to sub-clause (2) of this clause) the Contractor shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such certificate is issued, and for the purposes of determining the nature and extent of any such obligation the Contract shall be deemed to remain in force between the parties hereto.

REMEDIES AND POWERS

58. Forfeiture.

(1) If the Sub-Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the Contract under a committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the Sub-Contractor shall assign the contract without the consent in writing of the Owner first obtained or shall have an execution levied on his goods or if the Contractor shall certify in writing to the Owner that in his opinion the Sub-Contractor :

(a) has abandoned the Contract or

(b) without reasonable excuse has failed to commence the Works or has suspended the progress of the works for 28 days after receiving from the Contractor written notice to proceed or

(c) has failed to remove materials from the Site or to pull down and replace work for 28 days after receiving from the Contractor written notice that the said materials or work had been condemned and rejected by the Contractor under the conditions of the Contractor

(d) is not executing the Works in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract or

(e) has to the detriment of goodworkmanship or in defiance of the Contractor's instructions to the contrary sublet any part of the Contract, then the Owner may, after giving 14 (fourteen) day's notice in writing to the Sub-Contractor enter upon the Site and the Works and expel the Sub-Contractor therefrom without thereby voiding the Contract or releasing the Sub-Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Owner or the Contractor by the Contract and may itself complete the Works or may employ any other Sub-Contractor to complete the Works and the Owner or

such other Sub-Contractor may use for such completion so much of the Constructional Plant, Temporary Works and materials which have been deemed to be reserved exclusively for the construction and completion of the Works, under the provisions of the Contract, as he or they may think proper and the Owner may at any time sell any of the said Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Sub-Contractor under the Contract.

Valuation at Date of Forfeiture

(2) The Contractor shall as soon as may be practicable after any such entry and expulsion by the Owner, fix and determine, but with the Owner's approval, or, by or after reference to the parties, or after such investigation or enquiries as he may think fit to make or institute and shall certify what amount (if any) had at the time of such entry and expulsion been justifiably earned by or had justifiably accrued to the Sub-Contractor in respect of measured work then actually done by him under the Contract and what was the value of the said unused said or partially used materials, any Constructional Plant and any Temporary Works and the value of any outstanding credits that may be due or that may become due to the Sub-Contractor.

Payment after Forfeiture

(3) If the Owner shall enter and expel the Sub-Contractor under this clause he shall not be liable to pay to the Sub-Contractor any money on account of the Contract until the expiration of the Period of Maintenance and thereafter until the costs of completion and maintenance damages for delay in completion (if any) and all other expenses incurred by the Owner have been ascertained and the amount thereof certified by the Contractor. The Sub-Contractor shall then be entitled to receive only such sum or sums (if any) as the Contractor may certify with the approval of the Owner would have been due to him upon due completion by him after deducting the amount which the Owner shall expend in such manner as is determined in the beginning of this paragraph. But if such amount shall exceed the sum which would have been payable to the Sub-Contractor, on due completion by him, then the Sub-Contractor shall upon demand pay to the Owner the amount of such excess and it shall be deemed a debt due by the Sub-Contractor to the Owner and shall be recoverable accordingly, provided always that nothing herein shall entitle the Owner not to pay on due dates any of the promissory notes that were released to the Contractor by the Escrowee in pursuance of the provisions of the Special Conditions.

Urgent Repairs.

59. If by reason of any accident or failure or other event occurring to, in, or in connection with, the Works, or any part thereof, either during the execution of the Works or during the Period of Maintenance, any remedial or other work or repair shall in the submission of the Contractor or the Contractor's Representative and the approval always of the Owner be urgently necessary for security and the Sub-Contractor is unable or unwilling at once to do such work or repair, the Owner may by his own or other workmen do such work or repair as the Contractor or the Contractor's Representative may consider necessary. If the work or repair so done by the Owner is work which in the submission of the Contractor with the Architect's approval the Sub-Contractor was liable to do at his own expense under the Contract all costs and charges properly incurred by the Owner in so doing shall on demand be paid by the Sub-Contractor to the Owner or may be deducted by the Owner from

any monies due or which may become due to the Sub-Contractor. Provided always that the Contractor or the Contractor's Representative (as the case may be) shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Sub-Contractor thereof in writing.

SPECIAL RISKS

No Liability for War, etc. Risks

60. (1) The Sub-Contractor shall be under no liability whatsoever, whether by way of indemnity or otherwise for or in respect of destruction of or damage to the Works (save to work condemned under the provisions of clause 40 hereof prior to the occurrence of any special risk hereinafter mentioned) or Temporary Works, or to property, whether of the Owner or third parties, or for or in respect of injury or loss of life which is the consequence, whether direct or indirect, of war hostilities (whether war be declared or not) invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war or (otherwise than among the Sub-Contractor's own employees) riot, commotion or disorder (hereinafter comprehensively referred to as the said special risks») and the Owner shall indemnify and save harmless the Sub-Contractor against and from the same and against and from all claims, demand, proceedings, damages, costs, charges and expenses whatsoever arising therefrom or in connection therewith and shall compensate the Sub-Contractor for any loss of, or damage to, property of the Sub-Contractor used or intended to be used for the purposes of the Works (including property in transit to any site in any section of the Road) and occasioned either directly or indirectly by said «special risks».

Damage to Works.

(2) If the Works or Temporary Works or any materials (whether for the former or for the latter) on or near or in transit to any site in any section of the Road shall sustain destruction or damage by reason of any of the said special risks the Sub-Contractor shall nevertheless be entitled to payment for any permanent work and for any materials so destroyed or damaged and the Sub-Contractor shall be entitled to be paid by the Owner the cost of making good any such destruction or damage whether to the Works or the Temporary Works and of replacing or making good such materials as the Contractor may propose for the completion of the Works, on the Sub-Contractor's prime costs basis subject always to the Owner's approval plus such profit as the Contractor may certify to be reasonable.

Projectiles, Missile , etc.

(3) Destruction, damage, injury or loss of life caused by the explosion or impact whenever and wherever occurring of any mine, bomb, shell, grenade or other projectile, missile, munition or explosive of war shall be deemed to be a consequence of the said special risks.

Increased Costs arising from Special Risks

(4) The Owner shall repay to the Sub-Contractor any increased cost of, or incidental to, the execution of the Works (other than such as may be attributable to the cost of reconstructing work condemned under the provisions of clause 40 hereof prior to the occurrence of any special risk) which is howsoever attributable to, or consequent on, or the result of, or in anyway whatsoever connected with, the said special risks (subject however to the provisions in this clause hereinafter contained in regard to outbreak of war) but the Sub-Contractor shall as soon as any such increase of cost shall come to his knowledge forthwith notify the Contractor thereof in writing

Outbreak of War.

(5) If during the currency of the Contract, there shall be an outbreak of war (whether war is declared or not) in any part of the world which, whether financially or otherwise, materially affects the execution of the Works, the Sub-Contractor shall, unless and until the Contract is terminated under the provisions in this clause contained, use his best endeavours to complete the execution of the Works, provided always that the Owner shall be entitled at any time after such outbreak of war to terminate this Contract, by giving notice in writing to the Contractor, and upon such notice being given this Contract shall (save as to the rights of the parties under this clause and to the operation of clause 62 hereof) terminate, but without prejudice to the rights of either party in respect of any antecedent breach thereof.

Removal of Plant on Termination

(6) If the Contract shall be terminated under the provisions of the last preceding subclause the Sub-Contractor shall with all reasonable despatch remove from the Site all Constructional Plant.

Payment if Contract Terminated

(7) If the Contract shall be terminated as aforesaid the Sub-Contractor shall be paid by the Owner (in so far as such amounts or items shall not have already been covered by payment on account made to the Sub-Contractor) for all work executed prior to the date of termination at the rates and prices provided in the Contract. In addition:

(a) The amounts payable in respect of any preliminary items so far as the work or service comprised therein has been carried out or performed and a proper proportion as certified by the Contractor of any such items the work or service comprised in which has been partially carried out or performed;

(b) The cost of materials or goods reasonably ordered for the Works or Temporary Works which shall have been delivered to the Sub - Contractor or of which the Sub-Contractor is legally liable to accept delivery (such materials or goods becoming the property of the Owner upon such payment being made by him).

(c) A sum to be certified by the Contractor being the amount of any expenditure reasonably incurred by the Sub - Contractor in the expectation of completing the whole of the works in so far as such expenditure shall not have been covered by the payments in this subclause before mentioned:

(d) Any additional sum payable under the provisions of subclause (1), (2) and (4) of this clause:

(e) Any additional sum payable under the provisions of clauses 8 and 9 of the Special Conditions of the Contract:

(f) The reasonable cost of removal under subclause (6) of this clause and (if required by the Sub - Contractor) return thereof to the Sub - Contractor's main plant yard in his country of registration or to any other destination at no greater cost;

(g) The reasonable cost of repatriation of all the Sub-Contractor's staff and workmen employed on or in connection with the works at the time of such termination:

FRUSTRATION

Payment in event of Frustration

61. In the event of the Contract being frustrated whether by war or otherwise howsoever the sum payable by the Owner to the Sub - Contractor in respect of the work executed shall be the same as that which would have been payable under clause 60 hereof if the Contract had been terminated under the provisions of clause 60 hereof.

SETTLEMENT OF DISPUTES

Settlement of Disputes—Arbitration

62. Any and all disputes arising between the parties, in connection with any matter arising out of, or relating to this Contract, or to the interpretation of any provision thereof, or to a possible omission therein, which cannot be settled by agreement between them, shall be submitted to arbitration all in accordance with the provisions of clause 34 of the Special Conditions of the Contract.

NOTICES

Service of Notices on the Sub-Contractor

63. (1) Any notice to be given to the Sub-Contractor under the terms of the Contract shall be served by sending the same by post to, or leaving the same at, the Sub-Contractor's principal place of business and if the Sub-Contractor shall have principal place of business in Greece then service as aforesaid of any notice shall be effected at this principal place of business in Greece (or in the event of the Sub-Contractor being a Company, to, or at, its registered office);

Service of Notices on Owner

(2) Any notice to be given to the Owner under the terms of the Contract shall be served by sending the same by post to, or leaving the same at, the address of the Ministry of Public Works of the Government of Greece in Athens;

Service of Notices on Contractor.

(3) Any notice to be given to the Contractor under the terms of the Contract shall be served by sending the same by post or by leaving the same at the Contractor's principal place of business or if the Contractor shall have a principal place of business in Greece then service of any notice as aforesaid shall be effected at his principal place of business Greece (or in the event of the Contractor being a Company, to, or at, its registered office).

DEFAULT OF OWNER

Default of Owner

64. (1) In the event of the Owner failing to pay to the Sub-Contractor the amount due under any certificate of the Contractor, approved by the Architect, within 90 (ninety) days after the same shall have become due under the terms of the Contract, the Contractor shall be entitled, without prejudice to any other rights or remedies, to terminate the employment of the Sub-Contractor under the Contract by giving notice in writing to the Owner, provided that in the event that the Sub-Contractor shall exercise his right of termination due to the cause mentioned in this paragraph then such notice of termination shall be served at least 30 (thirty) days in advance and provided further that nothing in this paragraph shall prejudice the right of the Sub-Contractor to discontinue the Works as mentioned in clause 18 of the Special Conditions:

(2) Upon the giving of such notice the Sub-Contractor shall (notwithstanding the provisions of clause 53 (1) hereof) with all reasonable dispatch remove from the Site all Constructional plant brought by him thereon.

(3) In the event of such termination, the Owner shall be under the same obligations to the Sub-Contractor in regard to payment as if the Contract had been terminated under the provisions of clause 60 hereof but in addition to the payments specified in clause 60 (7) the Owner shall pay to the Sub-Contractor the amount of any loss or damage to the Sub-Contractor arising

out of or in connection with or by consequence of such termination;

(4) Nothing in this clause contained shall prejudice the right of the Sub-Contractor to exercise either in lieu of, or in addition to, the rights and remedies in this clause specified any other rights or remedies to which the Sub-Contractor may be entitled.

Increase or Decrease of Costs

65. Where adjustments are to be made in the unit rates and prices in accordance with the provisions of clause 14 of the Special Conditions of the Contract, then, for the purposes of computing the fluctuations in prices as in that clause of the Special Conditions provided, the amounts of the relevant monthly interim certificates to be submitted by the Sub-Contractor and the amounts of the rates and prices of the units relevant thereto shall be expressed in drachmas, in accordance with the highest price of the U.S. dollar in drachmas at the rate of exchange between the U.S. dollar and the drachma prevailing on the date on which the Sub-Contractor shall have submitted to the Owner the Schedule of Unit Rates and Prices as set out in clause 13 of the Special Conditions. After there shall have been established the amount in drachmas of the increase or decrease resulting from the operation of the provisions of clause 14 of the Special Conditions, such amount shall, in accordance with the provisions of clause 12 of the Special Conditions, be added to or deducted from the Unit rates and prices in U.S. dollars, in accordance with the highest price of the U.S. dollar in drachmas at the rate of exchange between the U.S. dollar and the drachma prevailing on the date on which the Sub-Contractor shall have submitted to the Owner the Schedule of Unit Rates and Prices as set out in clause 13 of the Special Conditions. The rates of exchange mentioned in this clause shall be as published by the Bank of Greece.

For the Greek State
The Minister of Coordination
(NICKOLAOS MAKAREZOS)

For the Company
MacDonald Construction Company
(ROBERT E. MACDONALD)

APPENDIX E'

To the attached Agreement signed the day of 1968 between the Greek State and the

MACDONALD CONSTRUCTION COMPANY.

TIME SCHEDULE showing respectively completion times for the Engineering Study and Construction of the Road :

1. Section : Igoumenitsa - Thessaloniki
399 kilometres
 - a. Completion of Study 2½ years
 - b. Completion of Construction 4½ years
2. Section : Thessaloniki - Turkish Frontier (Ardani Bridge)
398 kilometres
 - a. Completion of Study 3½ years
 - b. Completion of Construction 5 years

For the Greek State
The Minister of Coordination
(NICKOLAOS MAKAREZOS)

For the Company
Mac Donald Construction Company
(ROBERT E. MACDONALD)

CONDITIONS OF CONTRACT

PART II.

General Conditions Relating to the Engineering and Design of the Road

Definitions 1.

(1) The terms defined in clause 1 of Part I of the Conditions of Contract shall, when used in this Part II of the Conditions of Contract, have the same meaning assigned to them, respectively, in clause 1 of Part I of the Conditions of Contract ;

(2) «Documents» means all maps, designs, sketches, plans, photographs, specifications, working drawings, tables, calculations, descriptions of work, surveys, reports, studies, expert opinions, and all other documents which the Contractor is obliged to furnish or are otherwise necessary for the execution of the Works by the Sub-Contractor.

Engineering and Design Assignments of the Contractor.

2. In pursuance of the provisions of the Contract, and in particular the provisions of clause 1 of the Special Conditions of the Contract, the Contractor shall design and prepare all the documents necessary for the execution of the Works by the Sub-Contractor and shall, in particular, perform or complete the following engineering and design works on the one hand in the stages of recognition (1 : 20.000) and preliminary study (1 : 2000/200) and on the other in the final study in accordance with the current requirements of the Ministry of Public Works. In particular the final study shall include :

(1) Plan, longitudinal sections 1:1000 and 1:100 and cross sections in accordance with the practice of the Ministry of Public Works ;

(2) topographic maps 1:250 or 1:500 with contour lines at meter intervals of the junctions, bridges and interchanges, as required for the design of the Road ;

(3) a detailed survey based on soil and material tests in Situ with the object of determining their suitability for the construction of the Road ;

(4) soil and geological surveys and tests for the foundations of the Road ;

(5) detailed and complete drawings of all structures ;

(6) detailed plans of interchanges ;

(7) calculation of quantities of all the items based upon the aforementioned plans ;

(8) detailed itemized estimates of costs ;

(9) complete specifications for the execution of the Road Works ;

(10) general conditions ; and

(11) call for tenders.

Time Schedule for Engineering Services.

3. The Contractor shall commence with the assignments set out above not later than 30 days from the date on which this Agreement shall have come into force and continue with the execution of such assignments at the times set therefore in Appendix «E» of the Agreement, namely the Time Schedule.

Approval of Engineering by Architect.

4. Upon completion by the Contractor of all the assignments aforesaid in clause 2 hereof, the Contractor shall submit to the Architect, for his approval, all the documents concerning the engineering and design of the Road which were prepared and completed by the Contractor. Within twenty eight (28) days from the submission to the Architect of the said documents, the Architect shall, by notice in writing to the Contractor, either approve the same or require that the Contractor modify the said documents or extend the time limit for

their approval and in the latter case, the Contractor shall comply with such requirement and shall provide the Architect with such further information as the Architect may indicate and, if necessary, correct the said documents, it being however understood that, in view of the lead-time reasonably necessary before construction operations may be undertaken by the Sub-Contractor modifications shall not be required by the Architect with respect to items of minor importance. Provided always that if the Architect shall fail, within the aforesaid twenty eight (28) days, to either approve or require the modification of the said documents the same shall be deemed as having been approved by the Architect.

Submission of Approved Documents to Subcontractor

5. Upon the approval of the documents prepared by the Contractor as aforesaid in clause 4 hereof, or upon the said documents being deemed as having been approved by the Architect as in that clause set out, the Contractor shall furnish to the Sub-Contractor 2 copies of the documents or of such part thereof as shall, in the opinion of the Contractor, be required by the Sub-Contractor for the execution of the Works in the Road.

Engineering and Design Section by Section

6. If in the opinion of the Contractor it shall be more convenient, expedient or economical to perform the engineering and design services hereunder section by section of the Road, or, in respect of several sections simultaneously, the Contractor shall be entitled so to do and in such case the provisions of clauses 3,4 and 5 hereof shall apply with respect to the engineering and design of any such section or any such several sections in respect of which the Contractor shall have prepared and completed the engineering and design services hereunder.

Contractor's Warranty

7. The Contractor hereby declares and warrants that :

1) he possesses the qualifications, experience and ability necessary for the carrying out of the assignments and performing the engineering and design services to be carried out and performed in accordance with the Special Conditions of the Contract and this Part II of Conditions of the Contract ;

2) he will fulfill his obligations relating to the engineering and design of the Road, as set out in the Special Conditions of Contract and in this Part II of the Conditions of Contract, in good faith and to the best of his ability, knowledge, skill and care ;

3) he shall provide the services of qualified technical personnel to execute and perform his undertaking concerning the engineering and design of the Road in accordance with the Special Conditions of Contract and this Part II of the Conditions of Contract.

Access to Owner's Data

8. The Owner undertakes :

1) at all reasonable times to give the Contractor and any Contractor's representative access to all pertinent data, information, and records in the possession of the Owner or to be in the possession of the Owner within the 9 (nine) months next following the date on which this Agreement shall have come into force including, inter alia, all provisional and or final documents concerning the engineering and design of the Road, irrespective of whether prepared by the employees of the Owner or by private or other consultants ;

2) to take all necessary steps in order to provide

the Contractor, the Contractor's Representatives and employees, free and easy access to all sites of the Road.

Documents to become property of the Owner

9. All the documents, information, instructions and other data prepared or furnished by the Contractor under this Part II of the Conditions of Contract shall at all times be the absolute property of the Owner without any limitation whatsoever.

Inspection by the Architect :

10. The Architect shall be entitled at all reasonable hours of the day to visit the Contractor's office and other places of work in order to observe the progress and quality of the engineering and design services hereunder. On such visits the Architect shall be entitled to receive such explanations and to inspect such documents as he may reasonably require.

Application of Part I of the Conditions of Contract

11. Unless herein otherwise expressly provided, the provisions of Part I of the Conditions of Contract, which are not, by their nature, applicable only as between the Owner and the Sub-Contractor shall be deemed as if set out in full, mutatis mutandis, in this Part II of the Conditions of Contract and shall mutatis mutandis also apply with respect to the engineering and design of the Road by the Contractor hereunder.

Fee to the Contractor :

12. In consideration for the engineering and design services of the Contractor hereunder, there shall be payable to the Contractor, in the manner set out in the Special Conditions of the Contract, one-half of 8% (eight per cent) fee mentioned in the Special Conditions of Contract, the other one-half thereof being the fee payable to the Contractor in consideration of the supervision and administration of the Works by the Contractor as set out in Part I of these Conditions of Contract.

Payment if Contract Terminated :

13. If the Contract shall be terminated as set out in clause 60 of Part I of these Conditions of Contract, then, in addition to the other provisions of clause 60 of Part I of the Conditions of Contract which shall apply, mutatis mutandis, to the Contractor in respect of the engineering and design services provided by the Contractor hereunder, and in lieu of the provisions of sub-clause 7 of clause 60 of Part I of the Conditions of Contract, the following provisions shall apply with respect to the payments to be made by the Owner to the Contractor hereunder in the event of such termination, namely, the Contractor shall be paid by the Owner for all the engineering and design services hereunder executed prior to the date of termination all the amounts hereinafter set out.

1) a) in respect of sections of the Road where the engineering and design have been completed up to the date of termination.

aa) if the Sub-Contractor has not commenced work in such sections up to the date of termination an amount equal to 4% (four per cent) of the Section Lump Sums of such sections;

bb) if the Sub-Contractor has commenced work in such sections up to the date of termination — an amount equal to 4% (four per cent) of such part of the Section Lump Sums of such sections as were not, on the date of termination, paid by the Owner to the Sub-Contractor :

b) in respect of such sections of the Road where the engineering and design have not been completed

up to the date of termination — an amount equal to the actual costs of the Contractor supported by documentary evidence (including all payments made to the Contractor's Sub-Contractors up to the date of termination and duly payable to them thereafter for work performed by them up to the date of termination or by way of compensation, or damages, or otherwise) in respect of the engineering and design services rendered by the Contractor up to the date of termination in respect of such sections, together with the customary overheads thereon and together with the customary profit on such costs and overheads.

2) (a) a sum being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the engineering and design in respect of the whole of the Road in so far as the expenditure shall not have been covered by the payments to be made to the Contractor as hereinabove set out;

b) any additional sum payable to the Contractor under the provisions of subclauses (1), (3) and (4) of clause 60 of part 1 of the Conditions of Contract;

c) the reasonable costs of repatriation of all of the Contractor's staff and workmen employed on or in connection with the performance by the Contractor of his undertaking under the Contract, at the time of such termination; In the event that the Owner and Contractor shall not, within the 60 (sixty) days following the date of termination, mutually agree as to the amounts payable to the Contractor under the provisions of paragraph (b) of subclause (1) of this clause and/or under the provisions of subclause (2) of this clause, then such amounts shall be determined in the arbitration mentioned in clause 34 of the Special Conditions of the Contract.

Frustration :

14. In the event of the Contract being frustrated whether by war or otherwise howsoever the sum payable to the Contractor hereunder shall be the same as that which would have been payable under clause 13 hereof.

Default of Owner :

15. (1) In the event of —

a) termination by the Sub-Contractor of the Contract in accordance with the provisions of clause 64 of Part I of the Conditions of the Contract, or

b) failure by the Owner to pay to the Contractor any amount due to the Contractor in accordance with the Special Conditions of the Contract and the provisions of this Part II of the Conditions of Contract within 90 (ninety) days after the same shall have become due under the terms hereof, the Contractor shall be entitled without prejudice to any other rights or remedies, to terminate the Contract by giving thirty days prior notice to the Owner ;

2) In the event of such termination, the Owner shall be under the same obligations to the Contractor in regard to payment as under the provisions of clause 13 hereof but in addition thereto, the Owner shall pay to the Contractor the amount of any loss or damage to the Contractor, arising out of, or in connection with or by consequence of such termination ;

3) Nothing in this clause contained shall prejudice the right of the Contractor to exercise either, in lieu, or in addition to, the rights and remedies in this clause specified, any other rights or remedies to which the Contractor may be entitled.

Fee Advance.

16. In the event of termination or frustration of the

Contract as herein set out, such part, if any, of the Fee Advance (referred to in clause 30 (a) of the Special Conditions) which was not, up to the date of termination, repaid to Owner in accordance with the provisions for payment of the fee set out in clause 30 of the Special Conditions, shall be deducted from the payment to be made to the Contractor in accordance with the provisions of clause 13, 14 and 15 hereof.

For the Greek State For the Company
The Minister of Coordination MacDonald Gonstruction
Company

NICKOL. MAKAREZOS ROBERT E. MACDONALD
Special Annexure No. 1.

To the Special Conditions of the Agreement dated October 29th, 1968, between the State of Greece and the MacDonald Construction Company of St. Louis 4, Missouri, U.S.A.

Form of a guarantee letter concerning the Promissory Notes of 15.000.000 dollars delivered as an advance to the MacDonald Construction Company.

Date.....

To His Excellency
Mr. Nickolaos Makarezos
Minister of Coordination of
the Greek State,
representing the Greek State
Dear Sir,

1. Reference is made to the Agreement dated October 29th, 1968, between You (hereinafter referred to as the «Owner») and MacDonald Construction Company, St. Louis 4, Missouri, U.S.A. (hereinafter referred to as the «Contractor») for the construction of Igoumenitsa, Kozani, Turkish Border road.

2. In accordance with paragraph (24a) (v) of the Special Conditions the Owner delivered to the Contractor Capital Promissory Notes worth U.S.A. \$ 15.000.000 and corresponding Promissory Notes covering interest as shown in the table hereinbelow.

3. Upon instructions and for the account of MacDonald Construction Company we hereby certify our following irrevocable undertaking.

The Owner being represented by the Minister of Coordination of the State of Greece, shall be authorized to claim from us and we shall pay him within seven days (7) as from the receipt of this request without any objection or reserve, either an amount equal to \$ 15.000.000 (fifteen million dollars of the U.S.A.) in freely transferable U.S.A. dollars or corresponding Promissory Notes of the Greek State, according to our own choice, covering the above amount.

4. The Owner shall retain from all payments due to the Contractor, 10 %, until the advance of U.S.A. \$ 15.000.000 expressed in Promissory Notes, is absorbed to an equal amount.

The Owner shall notify us after each retention is made and such notification shall be deemed as automatically reducing our guarantee by an equal amount.

5. This guarantee shall be limited to sixty months as from to-day. It is hereby agreed upon that in the event that after the end of the sixty months the 10 % retained by you according to the attached Agreement, has not been enough to reimburse the amount of USA \$ 15.000.000, we shall, following your request, return to You within 7 days the number of Promissory Notes bearing the signature of the Greek State, which at that time has not been reimbursed, otherwise in the absence of such Promissory Notes, we shall pay you their value in USA dollars.

Any claim relying on the present guarantee should be received by us the latest on the last day of its validity

and shall be accompanied by a letter from the Minister of Coordination of the Kingdom of Greece (his signature to be certified by the Bank of Greece). This letter should include the amount of the advance still outstanding and state that no Promissory Note was returned unpaid to the Owner. We shall not be entitled to dispute the soundness of any statement referred to in the Ministerial request or notification.

7. If no request is received by us regarding payment by virtue of the present guarantee within the term set herein, this guarantee is automatically cancelled.

8. Transfer shall not be permitted of the present guarantee and it shall be returned to us upon its expiry whether it has been used or not.

9. Our commitment under this letter may never exceed the amount of USA \$ 15.000.000. This amount shall gradually decrease in accordance with the provisions of paragraph 5 hereinabove.

10. The validity and the nature of the Capital Promissory Notes for USA \$ 15.000.000 as well as the corresponding Interest Promissory Notes, shall, in no way be influenced by this guarantee.

Table of Promissory Notes

SPECIAL ANNEXURE No. 2

Form of Irrevocable Instructions to Escrow Bank
Messrs. Bank
Geneva
Switzerland
Dear Sirs,

The Greek State, legally represented by His Excellency, the Minister of Coordination, Mr. Nickolaos Makarezos, (hereinafter called «the Owner»)
and

the MacDonald Construction Co.

having its principal place of business at St. Louis 4, Missouri U.S.A., legally represented by Mr. R.E. MacDonald, President of the Board (hereinafter called «the Contractor») being parties of an Agreement dated October 29, 1968, for the construction and partial financing of the construction of the Igoumenitsa-Kozani-Thessaloniki-Turkish Border Road in Greece hereby irrevocably appoint you as their joint trustee and escrow holder and hereby irrevocably direct and instruct you as follows :

1. The Owner delivers and entrusts to you to-day Promissory Notes Nos. made by the Owner to the order of which notes are freely transferable, endorsable, assignable and negotiable without any limitation and are payable and freely transferable at the Union Bank of Switzerland, London Branch.

A table setting out the number of each Promissory Note, its face amount, its date of maturity and its date of release by you to the Contractor as hereinafter provided, is attached hereto and forms an integral part of these presents. Of these Promissory Notes :

a) Promissory Notes, in the amount of each, numbered to, both inclusive in the attached table, are in respect of amounts of principal and are hereinafter referred to as «Capital Promissory Notes»;

b) Promissory Notes, in various face amounts, which cover interest on the principal covered by the Capital Promissory Notes, are hereinafter referred to as «Interest Promissory Notes». Each Interest Promissory Note relates to a certain Capital Promissory Note and

is designated by a Roman numeral or by a Latin letter and also by the Arabic numeral by which the Capital Promissory Note to which it relates is designated. Thus, to Capital Promissory Note No. relate Interest Promissory Notes Nos.

2. a) On each of the following four dates, namely : (specify here the last day of the first quarter following the date on which the Agreement shall have come into force and thereafter, consecutively, the last day of each of the three quarters following) you shall release and deliver to the free disposal of the Contractor Promissory Notes having an aggregate face amount of)

b) On each of the following four dates, namely : (specify here, consecutively, the last day of each of the four quarters following, respectively, the last quarter mentioned in (a) above) you shall release and deliver to the free disposal of the Contractor Promissory Notes having an aggregate face amount of)

c) On each of the following twelve dates, namely : (specify here, consecutively, the last day of each of the twelve quarters following the last quarter mentioned in (b) above) you shall release and deliver to the free disposal of the Contractor Promissory Notes having an aggregate face amount of)

3. The Capital Promissory Notes shall be released and delivered by you to the free disposal of the Contractor, as aforementioned, in a running consecutive order automatically commencing with Capital Promissory Note No. 1, on the dates above set out for such release, without the necessity of any further confirmation, approval, consent or advice or any other action howsoever by the Owner or otherwise. However, the Contractor shall be entitled, by notice in writing to you signed by it alone, to have released to it on any quarterly date as aforementioned Promissory Notes in any order that may be designated by the Contractor and not necessarily in the aforesaid consecutive order, provided always that the aggregate face amounts of the Promissory Notes released and delivered by you to the free disposal of the Contractor pursuant to any such notice of the Contractor shall not exceed the aggregate face amounts of Promissory Notes that are to be released to the Contractor in accordance with the provisions of clause 2 above. The rights of the Contractor in respect of the order of release of Promissory Notes as above mentioned in this clause shall be reserved notwithstanding and irrespective of any Notice of Deceleration or Notice of Acceleration.

4. Together with each Capital Promissory Note thus released by you as aforementioned to the Contractor, you shall also simultaneously release and deliver to the free disposal of the Contractor all the Interest Promissory Notes relating to such Capital Promissory Note. Thus, with Capital Promissory Note No. you shall also release and deliver to the free disposal of the Contractor as aforementioned, all the Interest Promissory Notes Nos.

5. (a) In the event that you shall receive from the under signed a notice (hereinafter referred to as «Notice of Deceleration») in the text set out and duly signed as mentioned in subclause (c) of this clause, then, notwithstanding the provisions above mentioned in these irrevocable instructions, you shall not on the quarterly date scheduled as aforementioned for the next release of Notes to the Contractor, release to the Contractor the Capital Promissory Notes and Interest Promissory Notes due to be released as aforementioned

on such quarterly date or shall not release to the Contractor a part of the Capital Promissory Notes and Interest Promissory Notes so due to be released as aforementioned at such quarterly date, all as shall be set out in the Notice of Deceleration provided, however, that on the quarterly date immediately next thereafter due for the release of Notes to the Contractor, you shall release and deliver to the free disposal of the Contractor all the Capital Promissory Notes and Interest Promissory Notes due to be released as aforementioned on such quarterly date, together with, simultaneously, all the Capital Promissory Notes that were due to be released prior thereto and were not released in pursuance of the Notice of Deceleration, unless meanwhile a new Notice of Deceleration shall have been communicated to you. A Notice of Deceleration cannot be given prior to the expiration of six months from the date of receipt by you of these irrevocable instructions, and you shall totally disregard any such notice given to you before the expiration of such six months.

b) In the event that you shall receive from the undersigned a notice (hereinafter referred to as «Notice for Acceleration») in the text set out and duly signed as mentioned in subclause (c) of this clause, then, notwithstanding the provisions above mentioned in these irrevocable instructions, you shall, on the quarterly date scheduled, as aforementioned, for the next release of Notes to the Contractor, release and deliver to the free disposal of the Contractor, the Capital Promissory Notes and Interest Promissory Notes due to be released, as aforementioned, on such quarterly date together with, simultaneously, such Capital Promissory Notes and Interest Promissory Notes that should have become due to be released to the Contractor on the quarterly dates following, all as shall be set out in the Notice of Acceleration, and you shall continue thereafter to release and deliver to the free disposal of the Contractor, as aforementioned, including and without skipping the quarterly date or dates the release of the Notes in respect of which was accelerated pursuant to the Notice of Acceleration. A Notice of Acceleration cannot be given prior to the expiration of six months from the date of receipt by you of these irrevocable instructions, and you shall totally disregard any such notice given to you before the expiration of such six months.

c) (i) The text of the Notice of Deceleration shall be as follows :

Date :

Bank

Dear Sirs,

Kindly decelerate the release and delivery to the free disposal of MacDonald Construction Company of Capital Promissory Notes in the amount of and the Interest Promissory Notes relating to them, in accordance with and in the manner provided for in clause 5 (a) of our irrevocable instructions to you dated

Yours faithfully,
Signed.....

ii) The text of the Notice of Acceleration shall be as follows :

Date :

..... Bank

Geneva

Switzerland

Dear Sirs,

Kindly accelerate the release and delivery to the free disposal of MacDonald Construction Company of Capital Promissory Notes in the amount of and the

Interest Promissory Notes relating to them, in accordance with and in the manner provided for in clause 5 (b) of our irrevocable instructions to you dated .

Yours faithfully,
Signed

iii) A Notice of Deceleration and a Notice of Acceleration shall be duly signed by both the Owner and the Contractor or, alternatively, by the person who shall then hold the office of the Governor of the Bank of Greece in accordance with the Terms of Agreement.

6. If it shall be so warranted, then, in the event of the termination of the aforesaid Agreement between the Owner and the Contractor prior to the completion of the works to be carried out by the Contractor thereunder, you shall vary the manner of release and delivery to the Contractor of Promissory Notes or shall suspend altogether any further release to the Contractor of Promissory Notes and shall deal with any Promissory Notes then held by you in accordance with instructions to that effect to be given to you by a notice in writing signed, as above mentioned in clause 5 (c) (iii).

7. Forthwith after the release by you of any Promissory Notes to the Contractor in accordance with the provisions hereof you shall submit to each one of the undersigned a written report of the number of notes released by you up to the date for the report, the aggregate face value of Notes released, the respective original dates of release and the dates of maturity of the Notes released.

8. In these presents, the delivery of Promissory Notes to the free disposal of the Contractor means the unconditional delivery of such Notes to the Contractor itself or to anyone designated to you by the Contractor in writing.

9. In consideration of your consent to act as trustee hereunder, it is hereby agreed that you shall not be liable, except for gross negligence or wilful misconduct on your part with respect to the performance of your duties hereunder, for failure to comply with any of these irrevocable instructions, nor shall you be liable or responsible for forgeries or false impersonation committed in connection with the carrying out by you of your duties hereunder.

10. Your fee for your services hereunder shall be considered as compensation for service on your part as contemplated by these irrevocable instructions. In the event that you render any service hereunder not provided for in the above instructions or in the event of any controversy arising in respect of the subject matter of these irrevocable instructions, or in the event that you are made a party to, or that you intervene in, any litigation pertaining to the subject matter of these irrevocable instructions, you shall be reasonably compensated for such extraordinary services and shall be reimbursed for all costs and expense occasioned to you thereby.

11. The fee for your services hereunder shall be and such fee and the amounts, if any, that may be payable to you under clause 10 above, shall be paid to you by the Contractor.

12. These irrevocable instructions cannot be canceled, terminated, abrogated, revoked, suspended, altered, varied or modified in any way whatsoever except by a fresh joint letter of irrevocable instructions duly signed by both the Owner and the Contractor.

13. These irrevocable instructions shall be governed by the Laws of Switzerland.

Kindly confirm your agreement to act as trustee and escrow holder hereunder by duly signing hereon below at the place reserved therefor and by returning to each

of the undersigned a copy of these irrevocable instructions so signed by you.

Yours faithfully,

.....
The Greek State

.....
(the Contractor)

represented by his Excellency
the Minister of Coordination,
Mr. Nickolaos Makarezos

We hereby confirm our agreement to the above and undertake to act as the joint trustee and escrow holder of the Greek State and MacDonald Construction Company in accordance with the terms of the irrevocable instructions set out above.

Special Annexure No. 3..

To the Special Conditions of the Agreement dated between the State of Greece and the MacDonald Construction Company of St. Louis, Missouri, U.S.A.

Performance Bond

Date

His Excellency Mr. Nickolaos
Makarezos

The Minister of Coordination
on behalf of the Government
of the State of Greece
representing the State of Greece

Dear Sir,

1. Reference is made to the Agreement, dated October 29th, 1968 between the Greek State (hereinafter referred to as «The Owner») and MacDonald Construction Company of St. Louis, Missouri, (hereinafter referred to as the «Contractor») and especially to clause 24 (a) (i) of the said Agreement, providing the furnishing by the Contractor to the Owner of a performance Bond for the fulfilment of all his obligations under the Agreement.

2. Upon instructions and for the account of the Contractor we hereby confirm to the Greek State our following irrevocable undertaking :

Upon the sole notification of the Minister of Coordination of the Kingdom of Greece acting on behalf of the Greek State, his signature authenticated by the Bank of Greece, stating the reasons for which such payment is sought, we will pay without objections to the Greek State, within 15 days, in whole or in part, as from the date of above notification any amount not to exceed U.S.A. Dollars 7.500.000.

3. The above performance bond is subject to the following conditions :

The sum of \$ 7.500.000.- will be reduced in the following manner :

After the approval by the Owner of the Tender of each sub-contractor as provided by clause 13 (a) of the Agreement and the allotment of the job to him, the Owner will proceed to reduce the amount of the Contractor's performance bond by the amount to be deposited by each sub-contractor until the performance bond hereby will be reduced to the amount of United States Dollars three million five hundred thousand (\$ 3.500.000.).

4. The securing by the Contractor of sub-contractors' performance bond up to the amount of \$ 7.500.000 does not influence the present performance bond as to the amount of \$ 3.500.000 which amount is intended to cover the obligations of the Contractor for the foreign financing according to this Agreement in accordance with the provisions of same.

The remaining amount of \$ 3.500.000 will be reduced

only in accordance with the progress of the foreign financing of the project as follows:

a) For each available amount of the United States Dollars nine million (\$ 9.000.000) for the financing of the project, the remaining amount of the performance bond will be reduced correspondingly by \$ 250.000 (two hundred fifty thousand dollars of the United States of America), the amount of the foreign financing provided each time by the Contractor to be certified by the Bank of Greece at its reasonable judgement.

b) As soon as the Greek State will certify the proper and due performance by the Contractor of all his obligations as provided by the Agreement and the end of two and half years from the date of the validity of the Agreement, the present performance bond will be further reduced by five hundred thousand dollars of the United States of America (\$ 500.000).

c) The performance bond hereby for the remaining amount after all above reductions, will be returned to us following the entire fulfilment of all obligations by the Contractor under the above Agreement.

5. In case the Owner notifies the Bank in writing of termination of the Agreement, except in the case of default of the Contractor, the present guarantee is null and void.

Yours faithfully,

..... Bank

SPECIAL ANNEXURE No. 4
KINGDOM OF GREECE
PROMISSORY NOTE

No. Athens, Greece
 US \$ 750.000.00 Dated

For Value Received, the undersigned, the Kingdom of Greece, hereby promises to pay to or their order on the day of the principal sum of Seven Hundred Fifty Thousand United States Dollars (US \$ 750.000.00), and to pay interest thereon from

until maturity hereof at the rate of 6.35 % per annum, and thereafter at the same rate until this note is paid in full.

All payments of principal of and interest on this note shall be made at the principal office of the Bank of America, International Services, in the City and State of New York, United States of America, in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts, and such payments shall be free and clear of, and without deductions on account of, any and all present and future taxes, levies, imposts, charges and withholdings whatsoever imposed, assessed, levied or collected by or for the account of the Kingdom of Greece, or any political subdivision or taxing authority thereof or therein.

This note is one of ten notes issued by the Kingdom of Greece in the aggregate principal amount of US \$ 7.500.000.00 all issued to

Upon default in the prompt and full payment of any of said notes when the same shall have become due and payable, the entire unpaid principal and interest thereon to the date of payment as herein above provided shall immediately become due and payable at the option and upon demand of the holder hereof.

The makers and signers of this promissory note hereby waive presentment, protest, demand and all notices

whatsoever and hereby consent to any extension of time for payment and renewals of this promissory note. The failure of the holder hereof to exercise any of its rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance.

Kingdom of Greece

By :

GUARANTEE

For value received, the undersigned Kingdom of Greece as primary obligator, hereby unconditionally guarantees the prompt payment of principal of and interest on the foregoing promissory note when and as due in accordance with the terms thereof and waives diligence, demand, protest, or notice of any kind and any requirement that the holder exhaust any right or take any action against the maker of the foregoing promissory note and hereby consents to any extension of time of payment or any renewal of the foregoing promissory note.

.....
 By
 Title

"Άρθρον 2.

Ο Υπουργός τῶν Οἰκονομικῶν ἔκδίδει τὸ κατὰ τὰ ἀρθρά 21α καὶ 24β τοῦ Παραρτήματος Α' τῆς Συμβάσεως χρεωστικὰ διμόλιγα τοῦ Ἑλληνικοῦ Δημοσίου.

"Άρθρον 3.

Η Ἑλληνικὴ Τράπεζα Βιομηχανικῆς Ἀναπτύξεως (ΕΤΒΑ) δύναται, κατὰ παρέκκλισιν τῶν κειμένων περὶ αὐτῆς διατάξεων, νὰ παράσχῃ τὴν ἐγγύησιν τῆς ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου διὰ τὰ ὑπὸ αὐτοῦ ἔκδοθησόμενα χρεωστικὰ διμόλιγα ὡς αὕτη προβλέπεται ἐν ἀρθρῷ 21 τοῦ Παραρτήματος Α' τῆς Συμβάσεως καὶ μέχρι ποσοῦ εἰκοσιν ἑκατομμυρίων δολλαρίων (\$ 20.000.000) Η.Π.Α.

"Άρθρον 4.

Η ίσχὺς τοῦ παρόντος ἀρχεται ἀπὸ τῆς δημοσιεύσεώς του εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως.

Ἐν Ἀθήναις τῇ 23 Δεκεμβρίου 1968

Ἐν Ονόματι τοῦ Βασιλέως

Ο ΑΝΤΙΒΑΣΙΛΕΥΣ

ΓΕΩΡΓΙΟΣ ΖΩΤΑΚΗΣ

ΤΟ ΥΠΟΥΡΓΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ

Ο ΠΡΩΘΥΠΟΥΡΓΟΣ

Γ. ΠΑΠΑΔΟΠΟΥΛΟΣ

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ Α'

ΣΤΥΛ. ΠΑΤΤΑΚΟΣ

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ Β'

ΔΗΜ. ΠΑΤΙΑΗΣ

ΤΑ ΜΕΛΗ

Ν. ΜΑΚΑΡΕΖΟΣ, Π. ΠΙΠΙΝΕΛΗΣ, Η. Γ. ΚΤΡΙΑΚΟΠΟΤΑΣ, ΑΔΑΜ. ΑΝΔΡΟΤΤΣΩΠΟΤΛΟΣ, ΘΕΟΦ. ΠΑΠΑΚΩΝΣΤΑΝΤΙΝΟΤ, ΔΟΤΚ. ΠΑΤΡΑΣ, ΙΩΑΝ. ΡΟΔΙΝΟΣ-ΟΡΛΑΝΔΟΣ, ΙΩΑΝ. ΧΟΛΕΒΑΣ, ΑΛΕΞ. ΜΑΤΘΑΙΟΤ, ΚΩΝΣΤ. ΚΤΠΡΑΙΟΣ, ΕΙΑΜ. ΤΣΕΛΛΟΣ, ΑΠΟΣΤ. ΒΟΓΙΑΤΖΗΣ, ΚΩΝΣΤ. ΠΑΠΑΔΗΜΗΤΡΙΟΤ, ΠΑΝΑΓ. ΤΖΕΒΕΛΕΚΟΣ, ΓΕΩΡΓ. ΒΑΛΛΗΣ.

Έθεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους οφραγίς.

Ἐν Ἀθήναις τῇ 2 Ιανουαρίου 1969

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ

Η. Γ. ΚΥΡΙΑΚΟΠΟΥΛΟΣ

Η ΔΙΕΥΘΥΝΣΙΣ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ

ΓΝΩΣΤΟΠΟΙΕΙ ΟΤΙ:

'Από 1 Ιανουαρίου 1966 ή έτησία συνδρομή τῆς Εφημερίδος τῆς Κυβερνήσεως, ή τιμή τῶν τμηματικῶν πωλουμένων φύλλων αὐτῆς καὶ τὰ τέλη δημοσιεύσεως ἐν τῇ Εφημερίδι τῆς Κυβερνήσεως, καθωρίσθησαν ώς κάτωθι:

A. ΕΤΗΣΙΑΙ ΣΥΝΔΡΟΜΑΙ

1. Διὰ τὸ Τεῦχος Α'	Δραχ.	400	'Υπέρ τοῦ Ταμείου 'Αλληλοβοηθείας Προσωπικοῦ τοῦ Εθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) διαλογοῦν τὰ ἔξῆς ποσά:	
2. > > > Β'	>	350		
3. > > > Γ'	>	300		
4. > > > Δ'	>	500		
5. > > > Πράξεις Νομικῶν Προσώπων Δ.Δ. κ.λ.π.	>	300	1. Διὰ τὸ Τεῦχος Α'	Δραχ. 20.—
6. > > Παράρτημα	>	200	2. > > > Β'	> 17,50
7. > > Δελτίον 'Ανωνύμων 'Εταιρειῶν κ.λ.π.	>	750	3. > > > Γ'	> 15.—
8. > > Δελτίον 'Εμπορικῆς καὶ Βιομηχανικῆς 'Ιδιοκτησίας	>	200	4. > > > Δ'	> 25.—
9. Δι' ἀπαντα τὰ τεύχη, τὸ Παράρτημα καὶ τὰ Δελτία	>	2.500	5. > > > Πράξεις Νομικῶν Προσώπων Δημ. Δικαίου κ.λ.π.	> 15.—
Οἱ Δῆμοι καὶ αἱ Κοινότητες τοῦ Κράτους καταβάλλουσι τὸ ἡμισυ τῶν δινωτέρω συνδρομῶν.			6. > > Παράρτημα	> 10.—
			7. > > Δελτίον 'Ανωνύμων 'Εταιρειῶν	> 37,50
			8. > > Δελτίον 'Εμπ. καὶ Βιομ. 'Ιδιοκτησίας	> 10.—
			9. > > Δι' ἀπαντα τὰ τεύχη	> 125.—

B. ΤΙΜΗ ΦΥΛΛΩΝ

*Έκειστον φύλλων, μέχρι 8 σελίδων, τιμάται δραχ. 2, ἀπὸ 9 σελίδων καὶ διπλαὶ, ἑκτὸς εἰδικῶν περιπτώσεων, δραχ. 5.

C. ΤΕΛΗ ΔΗΜΟΣΙΕΥΣΕΩΝ

I. Εἰς τὸ Δελτίον 'Ανωνύμων 'Εταιρειῶν καὶ 'Εταιρειῶν Περιωρισμένης Εὐθύνης:

A. Δημοσιεύματα 'Ανωνύμων 'Εταιρειῶν

1. Τῶν δικαστικῶν πράξεων	Δραχ.	200
2. Τῶν καταστατικῶν 'Ανωνύμων 'Εταιρειῶν	>	5.000
3. Τῶν τροποποιήσεων τῶν καταστατικῶν τῶν 'Ανωνύμων 'Εταιρειῶν	>	1.000
4. Τῶν δινακοινώσεων καὶ προσκλήσεων εἰς γενικά συνελεύσεις, ὡς καὶ τῶν κατὰ τὸ δρόθρον 32 τοῦ Ν. 3221/24 γνωστοποιήσεων.	>	500
5. Τῶν δινακοινώσεων τῶν ύπτο διάλυσιν 'Ανωνύμων 'Εταιρειῶν, κατὰ τὸ Β.Δ. 20/5/1939.	>	100
6. Τῶν Ισολογισμῶν τῶν 'Ανωνύμων 'Εταιρειῶν.	>	2.000
7. Τῶν συνοπτικῶν μηνιαίων καταστάσεων τῶν Τραπεζικῶν 'Εταιρειῶν	>	500
8. Τῶν διποφάσεων περὶ ἐγκρίσεως τιμολογίων τῶν 'Ασφαλιστικῶν 'Εταιρειῶν	>	300
9. Τῶν ύπουργικῶν διποφάσεων περὶ παροχῆς ἀδείας ἐπεκτάσεως τῶν ἑργασιῶν 'Ασφαλιστικῶν 'Εταιρειῶν, ὡς καὶ τῶν ἐκθέσεων περιουσιακῶν στοιχείων	>	2.000
10. Τῶν περὶ παροχῆς πληρεούσιοτήτος πρὸς δινηπροσώπευσιν ἐν 'Ελλάδι ἀλλοδαπῶν 'Εταιρειῶν	>	1.000
11. Τῶν διποφάσεων περὶ συγχωνεύσεως 'Ανωνύμων 'Εταιρειῶν	>	5.000

12. Τῶν διποφάσεων τῆς 'Επιτροπῆς τοῦ Χρηματιστηρίου περὶ εἰσαγωγῆς χρεωγράφων εἰς τὸ Χρηματιστήριον πρὸς τὰ διαπραγμάτευσιν, συμφώνως πρὸς τὰ διατάξεις τοῦ δρόθρου 2 παρ. 3 Α.Ν. 148/67

Δραχ. 500

13. Τῶν διποφάσεων τῆς 'Επιτροπῆς κεφαλαιογράφων περὶ διαγραφῆς χρεωγράφων ἐκ τοῦ Χρηματιστηρίου, συμφώνως πρὸς τὰ διατάξεις τοῦ δρόθρου 2 παρ. 4 Α.Ν. 148/67

500

B. Δημοσιεύματα 'Εταιρειῶν Περιωρισμένης Εὐθύνης

1. Τῶν καταστατικῶν	Δραχ.	500
2. Τῶν τροποποιήσεων τῶν καταστατικῶν	>	200
3. Τῶν δινακοινώσεων καὶ προσκλήσεων	>	100
4. Τῶν Ισολογισμῶν	>	500
5. Τῶν ἐκθέσεων ἑκτιμήσεως περιουσιακῶν στοιχείων	>	500

II. Εἰς τὸ Δ' Τεῦχος καὶ Παράρτημα

1. Τῶν δικαστικῶν πράξεων, προσκλήσεων καὶ λοιπῶν δημοσιεύσεων	>	200
2. Τῶν ἀδείων πωλήσεως ιαματικῶν ύδατων	>	500
Τὸ ύπτο τοῦ Ταμείου 'Αλληλοβοηθείας Προσωπικοῦ 'Εθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) καταρρητέον ποσοστόν ἐπὶ τῶν τελῶν δημοσιεύσεων ἐν τῷ Δελτίῳ 'Ανωνύμων 'Εταιρειῶν καὶ 'Εταιρειῶν Περιωρισμένης Εὐθύνης ἐν γένει ὥρισθη εἰς 5%.		

D. ΚΑΤΑΒΟΛΗ ΣΥΝΔΡΟΜΩΝ - ΤΕΛΩΝ ΔΗΜΟΣΙΕΥΣΕΩΝ ΚΑΙ ΠΟΣΟΣΤΩΝ Τ.Α.Π.Ε.Τ.

1. Αἱ συνδρομαὶ τοῦ ἐσωτερικοῦ καὶ τὰ τέλη δημοσιεύσεων προκαταβάλλονται εἰς τὸ Δημόσια Ταμεῖα ἐνσαντι διποφάσεικοῦ εἰσπράξεως, δπερ, μερίμνῃ τοῦ ἐνδιαφερομένου, ἀποστέλλεται εἰς τὴν 'Υπηρεσίαν τοῦ 'Εθνικοῦ Τυπογραφείου.

2. Αἱ συνδρομαὶ τοῦ ἐσωτερικοῦ δύνανται ν' ἀποστέλλονται καὶ εἰς ἄνδρας συνάλλαγμα δι' ἐπιταγῆς ἐπὶ δινόματι τοῦ Διευθυντοῦ

3. 'Η καταβολὴ τοῦ ἐπέρ τοῦ Τ.Α.Π.Ε.Τ. ποσοστοῦ ἐπὶ τῶν δινωτέρω συνδρομῶν καὶ τελῶν δημοσιεύσεων ἐνεργεῖται ἐν 'Αθηναῖς μὲν εἰς τὸ Ταμεῖον τοῦ ΤΑΠΕΤ (Κατάστημα 'Εθνικοῦ Τυπογραφείου), ἐν ταῖς λοιπαῖς δὲ πόλεσι τοῦ Κράτους εἰς τὰ Δημόσια Ταμεῖα, δπερ ἀποδίδεται εἰς τὸ ΤΑΠΕΤ, συμφώνως πρὸς τὰ δριζόμενα διὰ τῶν ὑπ' ἀριθ. 192378/3639 τοῦ ἑτού 1947 (RONEO 185) καὶ 178048/5321/31.7.65 (RONEO 139) ἐγκυλίων διατάγων τοῦ Γενικοῦ Λογιστηρίου τοῦ Κράτους. 'Ἐπι συνδρομῶν ἐσωτερικοῦ ἀποστέλλομένον δι' ἐπιταγῶν, συναποστέλλεται διὰ τῶν ἐπιταγῶν καὶ τὸ ὑπέρ τοῦ ΤΑΠΕΤ ποσοστόν.

Ο ΔΙΕΥΘΥΝΤΗΣ

Θ. ΚΩΣΤΟΜΗΤΣΟΠΟΥΛΟΣ