



# ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

## ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

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ΤΗ 3 ΜΑΡΤΙΟΥ 1970

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ  
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### ΣΥΜΒΑΣΕΙΣ

«Περὶ δημοσιεύσεως τῆς μεταξύ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ Οἴκου L. H. MANDERSTAM, συμβάσεως, ἀφορώσης εἰς τὴν ἐκπόνησιν μελέτης διὰ τὴν ἰδρύσιν μεγάλης μονάδος παραγωγῆς χάλυβος καὶ χαλυβδίνων προϊόντων»

#### ΣΥΜΒΑΣΙΣ

Ἐν Ἀθήναις σήμερον τὴν 19ην Φεβρουαρίου τοῦ ἔτους 1970, μεταξύ τῶν συμβαλλομένων, ἀφ' ἑνὸς τῆς Ἑλληνικῆς Κυβερνήσεως, ἐφεξῆς καλουμένης «Ἑλληνικὸν Δημόσιον» καὶ ἐκπροσωπούμενης ὑπὸ τοῦ Ὑπουργοῦ Ἀναπληρωτοῦ Συντονισμοῦ καὶ ἀφ' ἑτέρου τῶν «L. H. MANDERSTAM AND PARTNERS LIMITED, Συμβούλων Μηχανικῶν», ἀποτελούντων ἑταιρίαν νομίμως ἀνεγνωρισμένην ἐν Ἀγγλίᾳ καὶ ἔχουσαν τὴν ἑδρὰν αὐτῆς εἰς τὴν διεύθυνσιν 38 GROSVENOR GARDENS, COUNTY OF LONDON, ENGLAND, ἐφεξῆς καλουμένων «ὁ Ἀνάδοχος» καὶ ἐκπροσωπούμενων ὑπὸ τοῦ προέδρου τῆς ἑταιρίας κ. L. H. MANDERSTAM, συγερωνήθησαν καὶ ἐγένοντο ἀποδεκτὰ τὰ ἀκόλουθα :

#### Ἄρθρον 1.

##### Ἀνάθεσις Ἐκπονήσεως Μελέτης

1. Τὸ «Ἑλληνικὸν Δημόσιον» ἀναθέτει εἰς τὸν «Ἀνάδοχον» κοὶ οὗτος ἀποδέχεται διὰ τῆς παρούσης ἀνεπιφύλακτως, τὴν ἐκπόνησιν πλήρους καὶ ἀρτίας μελέτης διὰ τὴν ἰδρύσιν μεγάλης καθέτου μονάδος παραγωγῆς χάλυβος καὶ χαλυβδίνων προϊόντων, πρὸς κάλυψιν τῶν προβλεπομένων ἀναγκῶν τῆς Ἑλληνικῆς ἀγορᾶς, ὡς καὶ τὰς δυνατότητας διενεργείας ἐξαγωγῶν, καὶ τὴν ὑποβολὴν συγκεκριμένων καὶ θεμελιωμένων προτάσεων ὡς πρὸς τὰς προϋποθέσεις καὶ τὰς συνθήκας ὑπὸ τὰς ὁποίας ἡ τοιαύτη βιομηχανικὴ μονάς θὰ καταστή βιώσιμος καὶ διεθνῶς συναγωνιστικὴ, ὥστε παραλλήλως νὰ προκύψῃ τὸ μέγιστον ὄφελος εἰς τὴν Ἑθνικὴν Οἰκονομίαν τῆς Χώρας.

Τὰ πορίσματα τῆς ὡς ἄνω μελέτης θὰ ἀμταποκρίνονται ταυτοχρόνως εἰς τὰς ἀπαιτήσεις μιᾶς πλήρους Ἐκθέσεως «Οἰκονομικῆς Σκοπιμότητος» (FEASIBILITY REPORT), εἰς ὅτι ἀφορᾷ τὸ οἰκονομικὸν καὶ λειτουργικὸν μέρος τῆς κατὰ τὴν παρούσαν σύμβασιν, σχεδιαζομένης βιομηχανικῆς μονάδος εἰς τρόπον ὥστε νὰ καταστήσῃ δυνατόν τὴν ἐκ μέρους τῆς Κυβερνήσεως ἢ καὶ τοῦ ἰδιωτικοῦ κεφαλαίου, κρίσιν καὶ λήψιν ἀποφάσεως ἐπὶ τῆς οἰκονομικῆς εὐσταθείας τοῦ σχεδίου καὶ τοῦ βαθμοῦ ἐπεκτάσεως τῆς βιομηχανίας χάλυβος ἐν Ἑλλάδι, ὡς καὶ ἐπὶ τῆς σκοπιμότητος καὶ τῶν προϋποθέσεων πραγματοποιήσεως τῆς ἀντιστοίχου ἐπενδύσεως.

2. Ὁ Ἀνάδοχος εἶναι πλήρως καὶ ἀμέσως ὑπεύθυνος διὰ τὴν ἐκπόνησιν καὶ παράδοσιν τῆς κατὰ τὴν παρούσαν

σύμβασιν ἐργασίας, ἀπαγορευμένης τῆς ἐκχωρήσεως ἐκτελέσεως, μέρους ἢ τοῦ ὅλου ταύτης, εἰς ἑτέρους οἴκους ἢ πρόσωπα, ἄνευ τῆς συγκαταθέσεως τοῦ Ἑλληνικοῦ Δημοσίου.

#### Ἄρθρον 2.

##### Ἀντικείμενον τῆς Μελέτης

Ὡς βασικά κεφάλαια τῆς ἐκπονηθησομένης μελέτης περὶ ἧς τὸ προηγούμενον ἄρθρον 1 τῆς παρούσης συμβάσεως, ἀναφέρονται καὶ τὰ ἀκόλουθα :

1. Διερεύνησις γενικοῦ χαρακτῆρος, τῆς παρούσης διαρθρώσεως τῆς ἑλληνικῆς χαλυβουργίας, πρὸς τὸν σκοπὸν ὅπως καθορισθοῦν αἱ τυχόν πραγματοποιηθεῖσαι μεταβολαὶ ἀπὸ τοῦ ἔτους 1965 (ὅτε συνετάγη ἡ σχετικὴ γενικὴ μελέτη ὑπὸ τοῦ Ἀναδόχου) καὶ ἐντεῦθεν, στηριζομένη ἐπὶ παρασχεθησομένων ὑπὸ τῶν ἀρμοδίων ὀργάνων στοιχείων, ὡς καὶ ἐπὶ πάσης σχετικῆς μελέτης καταρτισθείσης ἀπὸ τῆς ὑποβολῆς τῆς Ἐκθέσεως τῶν Συμβούλων Μηχανικῶν, τῆς ἀφορώσης εἰς τὴν βιομηχανίαν ταύτην.

2. Διενέργεια ἐνδεικτικῆς ἐρεῦνης ἐπὶ τῆς ἀγορᾶς, ὥστε νὰ προβλεφθῇ ἡ μελλοντικὴ ζήτησις χάλυβος καὶ χαλυβδίνων προϊόντων τόσο ἐν Ἑλλάδι, ὅσον καὶ εἰς τὰς χώρας τῶν ὁποίων ἡ ἀγορὰ θὰ ἦτο ἐνδεχομένης ἐνδιαφέρουσα διὰ τὴν Ἑλληνικὴν χαλυβουργίαν (ἵνα μελετηθοῦν αἱ προοπτικαὶ κατὰ τὰ ἔτη 1975 — 1980 καὶ ἐνδεχομένως 1985).

3. Ὑποβολὴ ἐμπεριστατωμένης γνωμοδοτήσεως, βάσει τῶν ἐν ταῖς παραγράφους 1 καὶ 2 ἀναφερομένων, ὅσον ἀφορᾷ τὴν δημιουργίαν ὀλοκληρωμένης μονάδος παραγωγῆς χάλυβος πέραν τῶν ἤδη ὑφισταμένων καὶ ὑποδείξεων ὅσον ἀφορᾷ τὴν ποικιλίαν προϊόντων χάλυβος, ἅτινα δέον νὰ ληφθοῦν ὑπ' ὄψιν.

4. Παροχὴ γνωμοδοτήσεως ἐπὶ τῆς προσφορωτέρας τοποθεσίας τῶν νέων ἐγκαταστάσεων παραγωγῆς, λαμβανομένης δεόντως ὑπ' ὄψιν τῆς ὑπαρχούσης ἢ τῆς ἀπαιτουμένης ὑποδομῆς, ὡς καὶ τῶν ἐνδεχομένων ἐπιπτώσεων ἐπὶ τῆς ἐθνικῆς οἰκονομίας τῆς Ἑλλάδος, ἐν γένει, εἰδικώτερον δὲ ἐπὶ τῆς ὑφισταμένης βιομηχανίας χάλυβος. Ἐνδεικτικῶς τίθενται ὡς τοποθεσίαι προτεραιότητος, πρὸς διερεύνησιν, κατ' ἀρχὴν ὁ Βόλος καὶ κατόπιν ἡ Θεσσαλονίκη.

5. Καθορισμὸς τῆς ἀρχικῆς οἰκονομικῆς παραγωγῆς χάλυβος καὶ χαλυβδίνων προϊόντων, λαμβανομένης δεόντως ὑπ' ὄψιν τῆς σταδιακῆς ἐπεκτάσεως τῆς δυναμικότητος αὐτῆς, εἰς τὸ μέλλον.

6. Παρατηρήσεις ἐπὶ τῆς τεχνολογίας διὰ τὴν παραγωγὴν χυτοσιδήρου καὶ χάλυβος, ἐν συσχετίσει πρὸς τὴν διαθέσιμον ποσότητα καὶ τὸ κόστος τῶν καυσίμων καὶ τῆς ἡλεκτρικῆς ἐνεργείας εἰς τὰς ὑψικαμίνους, τὰς ἡλεκτρικὰς καμίνους, τὴν ἀναγωγὴν ὑδρογονανθράκων, κλπ.

7. Εκτίμησης των αναγκών εις κεφάλαια τὰ ὅποια θὰ ἀπαιτηθοῦν κατὰ τὴν ἀρχικὴν ἐκτέλεσιν τοῦ ἔργου, με ἐνδείξιν τῆς εἰς ἐγγώριον καὶ ξένον νόμισμα ἀναλογίας τῆς δαπάνης.

8. Ὑπολογισμὸς καὶ παρουσιάσις τῆς ἐξελίξεως τυχόν προβλεπομένων μεταβολῶν, αἵτινες ἀναφέρονται εἰδικώτερον εἰς τὴν διαθέσιμον ποσότητα καὶ τὸ κόστος τῶν ὑλικῶν διὰ τὴν παραγωγὴν σιδήρου καὶ χάλυβος καὶ ἑτέρους συντελεστὰς διαμορφώσεως αὐτῶν.

9. Ὑπολογισμὸς τοῦ κόστους παραγωγῆς κατὰ τὰς διαφόρους φάσεις πραγματοποίησεως ταύτης.

10. Ὅσακις τοῦτο εἶναι δυνατόν, ἐξακρίβωσις τῶν τιμῶν πωλήσεως τοῦ χάλυβος καὶ τῶν ἐκ χάλυβος προϊόντων, εἰς χώρας ἐνδεχομένου συναγωνισμοῦ τῆς Ἑλληνικῆς Βιομηχανίας.

11. Παρατηρήσεις ἐπὶ τῆς ἐξελίξεως τῆς ζητήσεως καὶ τῶν τιμῶν, αἵτινα δύνανται νὰ προβλεφθοῦν κατὰ τὸ προσεχὲς μέλλον, ὅσον ἀφορᾷ τὸν χάλυβα καὶ τὰ ἐκ χάλυβος προϊόντα, εἰς τὰς χώρας τῶν ὁποίων ἡ ἀγορὰ θὰ ᾔτο ἐνδεχομένως συμφέρουσα διὰ τὴν Ἑλληνικὴν χαλυβουργίαν.

12. Γνωμοδότησις ὅσον ἀφορᾷ τὴν πλέον συμφέρουσαν οἰκονομικὴν διάρθρωσιν καὶ τὰς μεθόδους χρηματοδοτήσεως τῶν ἐγχωρίων καὶ τῶν εἰς συνάλλαγμα δαπανῶν, ἐν ὧσιν τῆς κοινωνικῆς, οἰκονομικῆς καὶ βιομηχανικῆς πολιτικῆς τῆς Κυβερνήσεως.

13. Εκτίμησης τῆς οἰκονομικῆς ἀποδοτικότητος τοῦ ἔργου κατὰ τὰς διαφόρους φάσεις τῆς παραγωγῆς, λαμβανόμενων ὑπ' ὄψιν τοῦ προβλεπομένου κόστους παραγωγῆς καὶ τῶν τιμῶν εἰς τὰς ὁποίας, ἡ χαλυβουργία θὰ δύναται ἐνδεχομένως νὰ διαθέσῃ τὰ προϊόντα αὐτῆς τόσον ἐντὸς τῆς Χώρας, ὅσον καὶ εἰς τὰς χώρας ἐντὸς καὶ ἐκτὸς τῆς περιοχῆς τῆς Κοινῆς Ἀγορᾶς.

14. Διατύπωσις προγράμματος λειτουργίας διὰ τὴν κατὰ στάδια ἐκτέλεσιν τοῦ ἔργου καὶ ὑποβολὴ προτάσεων ὅσον ἀφορᾷ τὰς θεσμικὰς μεταβολὰς τὰς ὁποίας ἡ Κυβέρνησις δέον νὰ ἀντιμετωπίσῃ πρὸς τὸν σκοπὸν τοῦ συντονισμοῦ καὶ τῆς μεγιστοποιήσεως (OPTIMIZATION) τῆς παραγωγικότητος τῆς ὑφισταμένης καὶ σχεδιαζομένης χαλυβουργίας, ὡς εἶναι ἡ δημιουργία Ἀνωτάτου Ἐθνικοῦ Ὁργανισμοῦ (ἢ Συμβουλίου) Χάλυβος, ἔχοντος συγκεκριμένα καθήκοντα καὶ ἀρμοδιότητας.

#### Ἄρθρον 3.

##### Ὑποχρεώσεις τῶν Συμβαλλομένων

1. Ὁ Ἀνάδοχος ὑποχρεοῦται εἰς τὴν ἀρτίαν καὶ πλήρη ἐκπόνησιν, ὡς καὶ εἰς τὴν, κατὰ τὰ ἐπόμενα ἄρθρα, τήρησιν τῶν ὀριζομένων προθεσμιῶν ἐνάρξεως, προόδου, ἀποπερατώσεως καὶ παραδόσεως εἰς τὸ Ἑλληνικὸν Δημόσιον τῆς πλήρους μελέτης, ὡς αὕτη περιγράφεται εἰς τὰ ἄρθρα 1 καὶ 2 τῆς παρούσης συμβάσεως.

2. Ἡ μελέτη θὰ ἐκπονηθῇ ἐν Ἑλλάδι καὶ εἰς τὸ ἐξωτερικόν, ὑπὸ εἰδικευμένου τεχνικοῦ προσωπικοῦ ὑψηλῆς στάθμης, τῆς ἀλλοδαπῆς ἢ καὶ ἑλληνικοῦ τοιοῦτου. Ὁ Ἀνάδοχος θὰ εἶναι ὑπεύθυνος διὰ τὴν ἐπιλογὴν, τὴν καταβολὴν τῶν πάσης φύσεως ἀμοιβῶν, τὰς ἀποζημιώσεις καὶ τὴν διοίκησιν τοῦ προσωπικοῦ τούτου κατὰ τὰς κυρίας εἰδικότητας αἵτινες περιγράφονται εἰς τὴν ἀπὸ 22 Ἰανουαρίου 1970, ἐπιστολὴν αὐτοῦ.

3. Ὁ Ἀνάδοχος, ὑποχρεοῦται ὅπως ἐντὸς εἴκοσι (20) ἡμερῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης συγκροτήσῃ καὶ γνωστοποιήσῃ εἰς τὸν Ἑλληνικὸν Δημόσιον, τὴν ὑπεύθυνον ὁμάδα ἐργασίας, ἡ ὁποία θὰ προβῇ εἰς τὴν ἐκτέλεσιν τῶν ἐπὶ μέρους ἐργασιῶν τῆς μελέτης. Ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως ὑποβάλῃ ὀνομαστικὴν κατάστασιν τοῦ οὕτω χρησιμοποιοῦντος προσωπικοῦ, ὁμοῦ μετὰ ἐνδεικτικῆς χρονολογίας εἰσόδου καὶ χρονικῆς διαρκείας παραμονῆς ἐκαστοῦ ἐξ αὐτῶν ἐν Ἑλλάδι καὶ νὰ μεριμνήσῃ ἀρμοδίως διὰ τὴν

ἐκπλήρωσιν τῶν σχετικῶν μετὰ τὴν ὡς ἄνω εἴσοδον καὶ παραμὸν διατυπώσεων.

4. Ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως ἐντὸς δέκα (10) ἡμερῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης, ὀρίσῃ ἐν Ἑλλάδι ἐκπρόσωπον αὐτοῦ, ἐξουσιοδοτημένον ὅπως ἐνεργῇ ἐπ' ὀνόματί του ἐν τῇ πλαίσιῳ τῆς παρούσης Συμβάσεως.

5. Ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως μεριμνήσῃ διὰ τὴν ἐξυπηρέτησιν, τὸν ἐφοδιασμὸν καὶ τὴν ἐπ' ἀνδρῶσιν τυχόν συσταθησομένου ἐν Ἑλλάδι γραφεῖοι του, ἄνευ οἰασδήποτε ἐπιβαρύνσεως τοῦ Ἑλληνικοῦ Δημοσίου.

6. Τὸ Ἑλληνικὸν Δημόσιον θὰ καταβάλῃ πᾶσαν δυνατὴν προσπάθειαν διὰ νὰ παράσχῃ εἰς τὸν Ἀνάδοχον τὴν ἀναγκαίαν βοήθειαν καὶ διευκόλυνσιν ὡς καὶ πᾶσαν πληροφορίαν καὶ διαθέσιμα στοιχεῖα, ἀπαραίτητα διὰ τὴν πραγματοποίησιν τῶν ὑποχρεώσεών του, ὡς αὗται περιγράφονται εἰς τὴν παρούσαν Σύμβασιν.

7. Τὸ Ἑλληνικὸν Δημόσιον θὰ ἀνακοινώσῃ εἰς τὸν Ἀνάδοχον τὸ ἀρμόδιον ὑπηρεσιακὸν ὄργανον, τὸ ὁποῖον θὰ παρακολουθῇ ὑπευθύνως τὴν πορείαν ἐκπονήσεως τῆς μελέτης καὶ θὰ ἀποτελέσῃ τὸν συνδεσμὸν μεταξὺ αὐτοῦ καὶ τοῦ Ἀναδόχου.

#### Ἄρθρον 4.

##### Προθεσμίας

1. Ἡ ἐργασία διὰ τὴν ἐκπόνησιν τῆς μελέτης θὰ ὁλοκληρωθῇ τὸ βραδύτερον ἐντὸς προθεσμίας ἑξ (6) μηνῶν ἀπὸ τῆς 27ης Ἰανουαρίου 1970, καταβαλομένης πάσης προσπάθειας ἐκ μέρους τοῦ Ἀναδόχου διὰ τὴν συντόμευσιν αὐτῆς, κατὰ τὸ περιεχόμενον τῆς ἀπὸ 22 Ἰανουαρίου 1970 ἐπιστολῆς αὐτοῦ καὶ τοῦ ἀπὸ 24 Ἰανουαρίου 1970 ἐγγράφου τοῦ Ἑλληνικοῦ Δημοσίου.

2. Ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως ὑποβάλῃ δύο (2) ἐνδιαμέσους ἐκθέσεις προόδου ἐργασίας, τὴν πρώτην ἅμα τῇ συμπληρώσει διμήνου καὶ τὴν δευτέραν τετραμήνου, ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως, παραδῶσθαι δὲ τὸ ὁριστικὸν κείμενον τῆς μελέτης, ἐν σχεδίῳ, δέκα (10) ἡμέρας πρὸ τῆς συμβατικῆς προθεσμίας ὁλοκληρώσεως τῆς μελέτης.

#### Ἄρθρον 5.

##### Ὑποβολὴ καὶ Παραλαβὴ τῆς Μελέτης

1. Ὁ Ἀνάδοχος θὰ ὑποβάλῃ τὸ ὁριστικὸν κείμενον τῆς μελέτης πρὸς τὸ Ὑπουργεῖον Συντονισμοῦ, γραφεῖον κ. Ὑπουργοῦ Ἀναπληρωτοῦ, συμφώνως τῷ ἄρθρῳ 4, εἰς δέκα (10) ἀντίτυπα εἰς τὴν Ἀγγλικὴν καὶ δέκα (10) εἰς τὴν Ἑλληνικὴν γλῶσσαν.

2. Τὸ Ἑλληνικὸν Δημόσιον, ἀφοῦ συγκροτήσῃ Ἐπιτροπὴν ἐξ εἰδικῶν διὰ τὴν ἐξέτασιν καὶ ἀποδοχὴν τῆς ἐκπονηθησομένης μελέτης ὡς πρὸς τὴν συμμόρφωσιν τοῦ Ἀναδόχου πρὸς τοὺς ὅρους τῆς παρούσης συμβάσεως, ὑποχρεοῦται ὅπως ἐντὸς τριάκοντα (30) ἡμερῶν ἀπὸ τῆς ὑποβολῆς τοῦ ὁριστικοῦ ὡς ἄνω σχεδίου τῆς τελικῆς μελέτης, γνωρίσῃ ἐγγράφως εἰς τὸν Ἀνάδοχον ἐπὶ τῆς παραλαβῆς ταύτης.

3. Ἐν ᾗ περιπτώσει ὑφίστανται ἀπὸ τῆς πλευρᾶς τοῦ Ἑλληνικοῦ Δημοσίου παρατηρήσεις ἢ ὑποδείξεις ἐπὶ τοῦ ὑποβληθέντος ὁριστικοῦ σχεδίου τῆς ὡς ἄνω μελέτης, ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως προέλθῃ ἐντὸς μηνὸς ἀπὸ τῆς κοινοποιήσεως αὐτῷ τοῦ σχετικοῦ ἐγγράφου, εἰς τὰς ἐπιβαλλομένας κατὰ τὴν κρίσιν του προσαρμογὰς καὶ συμπληρώσεις καὶ ἐν συνεχείᾳ εἰς τὴν, κατὰ τὰ ἄνωτέρω, ἐκτύπωσιν καὶ παράδοσιν ταύτης εἰς τὸ Ἑλληνικὸν Δημόσιον.

4. Ἐντὸς εἴκοσι (20) ἡμερῶν ἀπὸ τῆς γνωστοποιήσεως εἰς αὐτὸν τῆς ὡς ἄνω παραλαβῆς, ὁ Ἀνάδοχος ὑποχρεοῦται εἰς τὴν ἐκτύπωσιν τοῦ ὡς ἄνω ὁριστικοῦ κειμένου τῆς μελέτης καὶ τὴν παράδοσιν ταύτης εἰς ὀγδοήκοντα (80) ἐν

δλω αντίτυπα, ἐξ ὧν τεσσαράκοντα (40) εἰς τὴν Ἑλληνικὴν καὶ τεσσαράκοντα (40) εἰς τὴν Ἀγγλικὴν γλῶσσαν.

5. Εἰς περίπτωσιν καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον δὲν ἤθελε γνωρίσῃ εἰς τὸν Ἀνάδοχον τὴν παραλαβὴν ἢ παρατηρήσεις τοῦ ἐπὶ τῆς υποβληθείσης τελικῆς μελέτης ἐντὸς τῆς ἀνωτέρω προθεσμίας τῶν τριάκοντα (30) ἡμερῶν, ἡ μελέτη θεωρεῖται ὡς καλῶς ἔχουσα ὡς πρὸς τὸ περιεχόμενον αὐτῆς, τῆς τελικῆς παραλαβῆς συντελουμένης διὰ τῆς παραδόσεως τῶν ἀντιτύπων κατὰ τὰ ἐν τῷ παρόντι ἄρθρῳ καθοριζόμενα.

6. Ἡ ὀριστικὴ παραλαβὴ τῆς μελέτης γενήσεται διὰ πρωτοκόλλου ὑπογραφομένου ὑπὸ τῆς ὀρισθησομένης, ὡς ἐν παραγρ. 2 τοῦ παρόντος ἄρθρου, Ἐπιτροπῆς.

#### Ἄρθρον 6.

##### Ἀμοιβή — Τρόπος Πληρωμῆς

1. Ὡς συνολικὴ ἀμοιβὴ διὰ τὴν μελέτην συμφωνεῖται τὸ ποσὸν τῶν τεσσαράκοντα τεσσάρων χιλιάδων (44.000) λιρῶν Ἀγγλίας καὶ διακοσίων ὀγδοήκοντα χιλιάδων (280.000) δραχμῶν. Εἰς τὸ ἐν λόγω ποσὸν περιλαμβάνονται αἱ πάσης φύσεως δαπάναι τοῦ Ἀναδόχου, ὡς οἱ μισθοὶ τοῦ ἀπασχολουμένου ἀλλοδαποῦ καὶ λοιποῦ προσωπικοῦ, ἡ ἀμοιβὴ τοῦ Ἀναδόχου, τὰ γενικὰ ἐξόδα αὐτοῦ, αἱ δαπάναι διὰ τὰς μετακινήσεις τοῦ προσωπικοῦ τοῦ Ἀναδόχου ἐκ τοῦ ἐξωτερικοῦ πρὸς τὴν Ἑλλάδα καὶ τ' ἀνάπαλιν, τὰ πάσης φύσεως ἐξόδα διαβιώσεως καὶ μετακινήσεως τοῦ προσωπικοῦ τούτου εἰς τὸ ἐσωτερικὸν τῆς Ἑλλάδος ὡς καὶ οἰαδήποτε ἑτέρα δαπάνη ἀφορώσα εἰς τὴν καλὴν ἐκτέλεσιν τῆς ὑπὸ τῆς παρούσης Συμβάσεως καθοριζομένης μελέτης, πραγματοποιουμένη ἐν Ἑλλάδι ἢ εἰς τὸ ἐξωτερικόν.

2. Ἡ ὡς ἄνω ἀμοιβὴ τοῦ Ἀναδόχου καταβληθήσεται ὡς ἀκολούθως :

α) Ἐννέα χιλιάδες (9.000) λίραι στερλῖναι θὰ καταβληθῶν εἰς τὸν Ἀνάδοχον διὰ πιστώσεως τοῦ παρὰ τῇ «BARCLAYS - BANK LIMITED», RGOSVENOR GARDENS STREET, LONDON, SW 1, λογαριασμοῦ του, ἐντὸς εἴκοσι (20) ἡμερῶν ἀπὸ τῆς ἰσχύος τῆς συμβάσεως, ἐναντι ἰσοπόσου ἐξοφλητικῆς ἀποδείξεώς του καὶ ἐγγυητικῆς ἐπιστολῆς ἀνεγνωρισμένης Τραπεζῆς διὰ ποσὸν ἀντιστοιχοῦν εἰς ἑξ ἑκατὸν (6.000) λίρας στερλῖνας. Ἡ τοιαύτη ἐγγυητικὴ ἐπιστολὴ θέλει ἀποδοθῇ μετὰ τῆς τελευταίας δόσεως τῆς ἀμοιβῆς, ὡς ἐν παραγράφῳ 2δ τοῦ παρόντος ἄρθρου. Ἐπίσης, ἐντὸς εἴκοσι (20) ἡμερῶν ἀπὸ τῆς ἰσχύος τῆς συμβάσεως θὰ καταβληθῇ εἰς τὸν Ἀνάδοχον ποσὸν δραχμῶν διακοσίων ὀγδοήκοντα χιλιάδων (280.000) δι' ἰσοπόσου ἐπιταγῆς, ἐναντι ἐξοφλητικῆς ἀποδείξεώς του.

β) Ἐννέα χιλιάδες (9.000) λίραι στερλῖναι θὰ καταβληθῶν εἰς τὸν Ἀνάδοχον διὰ πιστώσεως τοῦ παρὰ τῇ «BARCLAYS BANK LIMITED», λογαριασμοῦ του, ἐναντι ἐξοφλητικῆς ἀποδείξεώς του μετὰ ἐννενήκοντα (90) ἡμέρας ἀπὸ τῆς ἰσχύος τῆς συμβάσεως, ἐφ' ὅσον ἔχει υποβληθῇ ὑπ' αὐτοῦ εἰς τὸ Ὑπουργεῖον Συντονισμοῦ ἢ πρώτη ἐκθεσίς προόδου ἐργασίας, κατὰ τὸ ἄρθρον 4 τῆς παρούσης.

γ) Ἐννέα χιλιάδες (9.000) λίραι στερλῖναι θὰ καταβληθῶν εἰς τὸν Ἀνάδοχον διὰ πιστώσεως τοῦ παρὰ τῇ «BARCLAYS BANK LIMITED», λογαριασμοῦ του, ἐναντι ἐξοφλητικῆς ἀποδείξεώς του, μετὰ ἐκατὸν πενήκοντα (150) ἡμέρας ἀπὸ τῆς ἰσχύος τῆς συμβάσεως, ἐφ' ὅσον ἔχει υποβληθῇ ὑπ' αὐτοῦ εἰς τὸ Ὑπουργεῖον Συντονισμοῦ ἢ δευτέρα ἐκθεσίς προόδου, κατὰ τὰ ἀνωτέρω.

δ) Τὸ ἀπομένον ὑπόλοιπον ἐκ δέκα ἐπτὰ χιλιάδων (17.000) λιρῶν στερλῖναι θὰ καταβληθῇ εἰς τὸν Ἀνάδοχον διὰ πιστώσεως τοῦ παρὰ τῇ «BARCLAYS BANK LIMITED», λογαριασμοῦ του, ἐναντι ἰσοπόσου ἐξοφλητικῆς ἀποδείξεώς του, ἅμα τῇ ὀριστικῇ παραλαβῇ τῆς μελέτης, κατὰ τὸ ἄρθρον 5 τῆς παρούσης συμβάσεως.

#### Ἄρθρον 7.

##### Κυριότης τῆς Μελέτης

Ἡ μελέτη καὶ τὰ συνοδευόντα αὐτὴν στοιχεῖα, ἀνήκουν εἰς τὴν ἀποκλειστικὴν κυριότητα τοῦ Ἑλληνικοῦ Δημοσίου, εἶναι δὲ ἐμπιστευτικῆς φύσεως. Ἀπαγορεύεται εἰς τὸν Ἀνάδοχον ὅπως ἀποκαλύψῃ εἰς τρίτους ἢ δημοσιεύσῃ ἐν ὅλῳ ἢ τμηματικῶς τὸ περιεχόμενον τῆς μελέτης ταύτης, ἄνευ ἐγγράφου ἀδείας τοῦ Ἑλληνικοῦ Δημοσίου.

#### Ἄρθρον 8.

##### Ἐπίλυσις Διαφορῶν — Διαιτησία

1. Πᾶσα διαφορά, διένεξις ἢ διαφωνία μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ Ἀναδόχου, ἀναφερομένη εἰς τὴν ἐκτέλεσιν καὶ ἐρμηνείαν τῶν ὅρων τῆς παρούσης Συμβάσεως ἢ ἐνδεχόμενα κενὰ ταύτης, λύεται κατ' ἀρχὴν δι' ἀποφάσεως τοῦ Ὑπουργοῦ Συντονισμοῦ.

2. Ὑπὸ τὴν ἐπιφύλαξιν τῆς προηγουμένης παραγράφου τοῦ παρόντος ἄρθρου καὶ ἐν περιπτώσει μὴ ἀποδοχῆς τῆς ἀποφάσεως τοῦ Ὑπουργοῦ Συντονισμοῦ ἢ διαφορά, διένεξις ἢ διαφωνία λύεται ἀποκλειστικῶς διὰ διαιτησίας ἐκ τριῶν διαιτητῶν κατὰ τὴν ἀκόλουθον διαδικασίαν.

3. Ὁ αἰτῶν τὴν διαιτησίαν, δι' ἐγγράφου ἀπευθυνομένου καὶ κοινοποιουμένου πρὸς τὸν ἕτερον τῶν συμβαλλομένων, καθορίζει ἐπακριβῶς τὸν ἀντικείμενον τῆς διαφοράς, διενέξεως ἢ διαφωνίας καὶ διορίζει τὴν διαιτητὴν αὐτοῦ, προσκαλὼν τὸν ἕτερον συμβαλλόμενον ὅπως προβῇ εἰς τὸν διορισμὸν τοῦ διαιτητοῦ αὐτοῦ, ἐπίσης.

4. Ὁ πρὸς ὃν ἡ κοινοποίησις ἀντισυμβαλλόμενος ὑποχρεοῦται ὅπως ἐντὸς προθεσμίας δέκα πέντε ἡμερῶν ἀπὸ τῆς ἐγγράφου κοινοποιήσεως αὐτῇ τῆς αἰτήσεως διαιτησίας, διορίσῃ τὸν διαιτητὴν αὐτοῦ. Ἐάν ὁ πρὸς ὃν ἡ κοινοποίησις ἀντισυμβαλλόμενος παραλείψῃ νὰ διορίσῃ τὴν διαιτητὴν αὐτοῦ ἐντὸς τῆς ἀνωτέρω προθεσμίας, τὸν δεῦτερον διαιτητὴν διορίζει ὁ Πρόεδρος τῶν ἐν Ἀθήναις Ἐφετῶν τῇ αἰτήσει τοῦ ἐπισπεύδοντος τὴν διαιτησίαν.

5. Οἱ διορισθέντες διαιτηταὶ ὑποχρεοῦνται, ὅπως ἐντὸς δέκα (10) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ τοῦ δευτέρου διαιτητοῦ, ἐπιλέξωσι, κοινῇ συμφωνίᾳ, τὸν τρίτον διαιτητὴν ὅστις θὰ εἶναι ὁ Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου. Οἱ τρεῖς διαιτηταὶ κατ' οὐδένα τρόπον θὰ ἔχουν συμφέρον εἰς τὸ ὑπὸ κρίσιν θέμα, οὔτε καὶ οἰκονομικὸν τι ἐνδιαφέρον πρὸς τὴν παροῦσαν Σύμβασιν.

Μὴ συμφωνούντων τῶν διαιτητῶν εἰς τὸ πρόσωπον τοῦ τρίτου διαιτητοῦ ἢ παρελθούσης ἀπράκτου τῆς πρὸς διορισμὸν αὐτοῦ προθεσμίας, ὡς Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου ὁρίζεται ὁ Πρόεδρος τοῦ Ἀρείου Πάγου καὶ τούτου ἀπόντος ἢ κωλυομένου, ὁ νόμιμος αὐτοῦ ἀναπληρωτής. Οἱ διαιτηταὶ ὀφείλουν ὅπως, ἐντὸς προθεσμίας ἐνὸς μηνὸς ἀπὸ τῆς συγκροτήσεως τοῦ Διαιτητικοῦ Δικαστηρίου, ἐκδώσωσι τὴν ἀπόφασίν των. Ἡ προθεσμία αὕτη δύναται νὰ παραταθῇ, κοινῇ συμφωνίᾳ τῶν συμβαλλομένων, ἐπὶ ἑν εἰσέτι διμήνον.

6. Οἱ διαιτηταὶ δὲν δεσμεύονται ὑπὸ κανόνων διαδικασίας κατὰ τὴν διενέγειαν τῆς διαιτησίας. Οὗτοι ἔχουσι τὸ δικαίωμα νὰ ἀκροῶνται μαρτύρων, νὰ πραγματοποιοῦν ἀπ' εὐθείας ἐπαφάς, νὰ ἀποκτοῦν πληροφορίας σχετιζομένας εἰς ἐκτιμήσεις καὶ νὰ ἐντέλλωνται τὴν ἐκτέλεσιν πραγματοποιημοσύνης, δικαιοῦμενοι ἐπίσης ὅπως λαμβάνουν ὑπ' ὄψιν των οἰαδήποτε ἀποδείξιν, κατὰ τὴν κρίσιν αὐτῶν.

7. Ἐν περιπτώσει ἀρνήσεως ἢ κωλύματος, τινὸς τῶν διαιτητῶν, ὅπως ἐξακολουθήσῃ τὴν διαιτησίαν, ἀντικαθίσταται οὗτος κατὰ τὴν τηρηθεῖσαν διὰ τὸν διορισμὸν αὐτοῦ διαδικασίαν. Εἰς τὴν περίπτωσιν ταύτην ἡ προθεσμία πρὸς ἐκδοσιν τῆς διαιτητικῆς ἀποφάσεως ἀναστέλλεται διὰ τὸ χρονικὸν διάστημα ἀπὸ τῆς ἡμερομηνίας ἐκδηλώσεως

τοῦ καλύματος, τῆς ἡμερομηνίας ταύτης βεβαιουμένης διὰ πράξεως ὑπογραφομένης ὑπὸ τῶν μὴ καλυομένων διαιτητῶν, μέχρι τῆς ἀντικαταστάσεως τοῦ καλυομένου ἢ ἀρνούμενου νὰ συνεχίσῃ τὴν διαιτησίαν διαιτητοῦ.

8. Ἡ ἀρνήσις τινὸς τῶν διαιτητῶν ὡς ὑπογράφῃ τὴν διαιτητικὴν ἀπόφασιν δὲν ματαιοῖ τὴν διαιτησίαν.

9. Ἡ ἀπόφασις τῶν διαιτητῶν εἶναι ὀριστική, τελεσίδικος καὶ ἀμετάκλητος, μὴ ὑποκειμένη εἰς οὐδὲν τακτικὸν ἢ ἐκτακτὸν ἐνδίκον μένον. Κατ' αὐτῆς δὲν χωρεῖ ἀκυρωτικὴ τῆς διαδικασίας ἀγωγή. οὐδ' ἀνακοπὴ κατὰ τοῦ ἐντάλματος ἐκτελέσεως.

10. Τὰ ἐξοδα τῆς διαιτησίας καὶ ἡ ἀποζημίωσις τῶν διαιτητῶν, καθοριζόμενα ὑπὸ τῆς διαιτητικῆς ἀποφάσεως, βαρύνουσι τὴν ἡττώμενον ἐν διαδικασίᾳ διάδικον.

Ἄρθρον 9.

#### Καταγγελία τῆς Συμβάσεως

Ἡ παρούσα σύμβασις δύναται νὰ καταγγελθῇ ὅποτε-δήποτε ἐντὸς τοῦ πρώτου διμήνου τῆς ἰσχύος αὐτῆς, δι' ἀποφάσεως τοῦ Ὑπουργοῦ Συντονισμοῦ. Εἰς τὴν περιπτώσιν ταύτην καὶ ἐφ' ὅσον ἡ καταγγελία δὲν ὀφείλεται εἰς μὴ τήρησιν ὑπὸ τοῦ Ἀναδόχου τῶν ὅρων τῆς παρούσης, ὁ τελευταῖος δικαιούται νὰ λάβῃ ὡς ἀποζημιώσιν τοῦ τήν-δαπὴν τῶν μέχρι τοῦ χρόνου τῆς καταγγελίας παρασχε-θεισῶν ὑπηρεσιῶν του, ἡξυμένῃν κατὰ ποσοστὸν 7 % Ἡ δαπάνη αὕτη ἐν ἀσυμφωνίᾳ τῶν συμβαλλομένων, θέλει καθορισθῇ δι' ἀποφάσεως τῆς διαιτησίας. Καταγγελία τῆς συμβάσεως μετὰ τὴν παρέλευσιν διμήνου ἀπὸ τῆς ἰσχύος ταύτης, δὲν ἐπιτρέπεται.

Ἄρθρον 10.

#### Λοιποὶ ὅροι

1. Ἡ παρούσα Σύμβασις συνετάγη εἰς τέσσαρα (4) πρωτότυπα, δύο εἰς τὴν Ἑλληνικὴν καὶ δύο εἰς τὴν Ἀγγλικὴν γλῶσσαν. Ἐκαστος τῶν συμβαλλομένων ἔλαβεν ἀνὰ ἓν πρωτότυπον τοῦ Ἑλληνικοῦ καὶ τοῦ Ἀγγλικοῦ κειμένου, δεόντως ὑπογεγραμμένα παρ' ἀμοτέρων τῶν συμβαλλο-μένων. Εἰς περιπτώσιν διαφορᾶς μεταξὺ τῶν δύο κειμένων τὸ Ἑλληνικὸν κείμενον θεωρεῖται ἐπικρατέστερον καὶ κατισχύει τοῦ Ἀγγλικοῦ.

2. Ἡ παρούσα Σύμβασις συνομολογεῖται δυνάμει τῆς περὶ Δημοσίων Ἐπενδύσεων νομοθεσίας καὶ διέπεται ἐξ ὁλοκλήρου ὑπὸ τῶν Ἑλληνικῶν νόμων.

3. Ἡ ἰσχὺς τῆς παρούσης Συμβάσεως ἀρχεῖται ἀπὸ τῆς δημοσιεύσεώς της εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως.

#### Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον Διὰ τὸν Ἀνάδοχον  
 Ὁ Ὑπουργός Ὁ Πρόεδρος τῆς Ἑταιρίας  
 Ἀναπληρωτῆς Συντονισμοῦ «L. H. MANDERSTAM  
 EMM. ΦΘΕΝΑΚΗΣ AND PARTNERS LIMITED»  
 L. H. MANDERSTAM

#### CONTRACT

In Athens, today, February 19th of the year 1970, between the contracting parties, from one part the Greek Government, here called «Greek State», and represented by the Deputy Minister of Coordination, and from the other the «L. H. Manderstam and Partners Ltd. Consulting Engineers», constituting a company legally registered in England at 38, Grosvenor Gardens, County of London, England, hereinafter called «the Contractor» represented by the President of the company, Mr. L. H. Manderstam, the following has been agreed and accepted :

#### Article 1

##### Awarding of Study

1. The «Greek State» awards to the «Contractor» and the latter hereby unreservedly accepts the carrying out of a complete and comprehensive study for the establishment of an integrated unit for the production of steel and steel products, which will cover the foreseeable needs of the Greek market as well as the possibilities for effecting exports and the submission of concrete and well-founded proposals concerning the conditions under which such an industrial unit will be viable and internationally competitive, so that at the same time the optimum benefit should be derived by the Country.

The conclusions of the above study will at the same time correspond to the requirements of a complete «Feasibility Report» dealing with the financial and operational part of the industrial unit dealt within this contract to enable the Government and/or private capital to judge and decide on the economic viability of the plan as well as on the feasibility and the conditions for the realisation of the corresponding investment.

2. The Contractor is completely and directly responsible for the carrying out and delivery of the work described in the present contract. Assigning the execution of the entire work or part thereof to other firms or persons, without the consent of the Greek State is forbidden.

#### Article 2

##### Object of the Study

The principal chapters of the study which is referred to in the preceeding article of the present contract, are given below :

1. Comment in broad terms on the present structure of the Greek steel industry, to establish changes, if any, which have taken place since 1965, (when the relevant general study was carried out by the Contractor) - this to be based on information to be provided by the competent authorities and on any relevant studies which were prepared since the Consulting Engineers' report dealing with the industry has been submitted.

2. Carry out an indicative market survey to forecast the demand of steel and steel products in Greece and in countries which could be of potential interest to the Greek steel industry, in order to establish the trends for the years 1975 - 1980, and possibly 1985.

3. Submit a considered opinion based on 1 and 2 for the establishment of integrated steel production facilities in addition to the existing ones and to advise on the range of steel products which should be considered.

4. Advise on the optimum location of the new production facility with due regard to the existing or required infrastructure, and on the impact it may have on the national economy of Greece in general and on the existing steel industry in particular. Volos and Salonica should be regarded indicatively as priority sites for examination.

5. Determine the initial economical output of steel and steel products, with due regard to phased extension of its capacity in the future.

6. Comment on the technology for basic iron and

steel making in the light of availability and cost of fuel and electric power such as blast furnaces, electric furnaces, hydrocarbon reduction.

7. Estimate the capital requirements which the initial implementation of the project will call for, indicating the local and foreign currency elements of the expenditure.

8. Indicate the trend of any anticipated changes in the availability and of the cost of the iron and steel making materials.

9. Estimate the cost of production at various realistic output levels.

10. Ascertain wherever possible, the selling prices of steel and steel products in countries with whom the Greek industry may have to compete.

11. Comment on the trends regarding demand and prices which could be anticipated in the foreseeable future for steel and steel products in countries of potential interest to the Greek steel industry.

12. Comment on the most desirable financial structure and on the method of financing the local and foreign expenditure in conformity with the Government's social, economic and industrial policy.

13. Appraise the profitability of the project at various production levels taking into account the anticipated cost of production and prices at which the steel industry can expect to dispose of its products at home and in countries within and outside the Common Market area.

14. Put forward a functional program for a phased implementation of the project and submit views as to the institutional changes which should be considered by the Government for the coordination and optimization of the productivity of the existing and projected steel industry, such as creating a Supreme National Steel Authority (or Board) with defined functions and jurisdiction.

### Article 3

#### Obligations of the Contracting Parties

1. The Contractor is obliged to submit a complete study as well as to comply with the dates of starting the study, submitting progress reports and completing and delivering to the Greek State of the complete report as described in Articles 1 and 2 of the present contract.

2. The study will be carried out in Greece as well as abroad, by a foreign or Greek specialised technical personnel of a high level. The Contractor will be responsible for the selection and remuneration of any sort, for the claims, and the management of this personnel as mentioned in his letter of January 22, 1970.

3. The Contractor is obliged within twenty (20) days from the date this contract becomes effective to form and notify the Greek State about the work team that will be responsible for the carrying out of the stages of the study. The Contractor is obliged to submit a list of the names of the personnel thus to be employed, together with an indicative date of entry and duration of stay of each one of them in Greece, and to take care of the formalities concerning the above mentioned entry permits and residence.

4. The Contractor is obliged within ten (10) days from the date the present Contract becomes effective

to nominate his representative in Greece, authorised to act in the Contractor's name within the framework of the present contract.

5. The Contractor is obliged to provide himself with personnel, office space and equipment in Greece, without any actual or other financial obligation whatsoever from the part of the Greek State.

6. The Greek State will do its best to provide the Contractor with the necessary help and general contact facilities as well as all information and available data, indispensable for the meeting of the Contractor's obligations, as described in the present Contract.

7. The Greek State will notify the Contractor about the competent public officer who will be responsible to follow - up the progress of carrying out the study and to act as liaison between the Greek State and the Contractor.

### Article 4

#### Dates

1. The work for the carrying out of the study will be completed at the latest within a period of six (6) months as from January 27, 1970, whilst the Contractor will do his best to shorten it, according to the contents of his letter dated January 22, 1970, and of the letter of the Greek State dated January 24, 1970.

2. The Contractor is obliged to submit two (2) interim progress reports, the first one after two months, and the second after four months, from the date the present contract takes effect, and to deliver the text of the study, in draft form ten (10) days before the contractually agreed date of submission of the study.

### Article 5

#### Submission and Acceptance of the Study

1. The Contractor will submit the final text of the study to the Ministry of Coordination, for the attention of the Deputy Minister, according to article 4, in ten (10) copies in the English Language and ten (10) in Greek.

2. The Greek State, after having composed a Committee consisting of specialists for the examination and acceptance of the study concerning the compliance of the Contractor with the terms of the present contract, is obliged, within thirty (30) days from the date of submission of the above mentioned final study, to notify the Contractor in writing about its acceptance.

3. In case there are, from the part of the Greek State, observations or suggestions on the submitted final study, the Contractor is obliged, within a month from the communication of the relative letter to him to make according to his judgement, the required amendments and additions and then according to the above print it and deliver it to the Greek State.

4. Within twenty (20) days from his notification about the above mentioned acceptance, the Contractor is obliged to print the above mentioned final text of the study and to deliver it in eighty (80) copies in all, of which forty (40) would be in Greek and forty (40) in English.

5. In case the Greek State does not notify the Contractor about the acceptance or its observations on the submitted final study within the above mentioned period of thirty (30) days, the study is considered good as far as its content is concerned, and the final

acceptance will be made at the delivery of the copies according to the specifications of the present article.

6. The final acceptance of the study will be done by a document signed by the specified Committee, described in paragraph 2 of the present article.

#### Article 6

##### Remuneration - Mode of Payment

1. It is agreed that the total remuneration of the Contractor for the study will be Forty Four Thousand Pounds Sterling (£44,000 Pounds Sterling) and Two Hundred and Eighty Thousand Drachmas (280.000 Drs.). This remuneration includes all expenditures of the Contractor, consisting of the foreign and other personnel's fees, the Contractor's fees, his overhead, travelling of the foreign personnel to and from Greece, all living and transport expenses of the above personnel in Greece and all other expenditures required for the good performance of the study described in this Contract and which will incur either in Greece or abroad.

2. The above Contractor's remuneration will be paid as follows :

a. Nine Thousand Pounds Sterling (£9.000 Pounds Sterling) will be transferred into the Contractor's account with Barclays Bank Limited, Grosvenor Gardens Street) London SW 1, not later than twenty (20) days from the date this contract becomes effective, against an equivalent receipt issued by the Contractor and a letter of guarantee from an accepted Bank for the amount of the equivalent of Six Thousand Pounds Sterling (£6.000 Pounds Sterling). This letter of guarantee will be released with the final installment as in paragraph 2 d of the present article 6. Also within twenty (20) days from the date the contract becomes effective, Two Hundred and Eighty Thousand Drachmas (280.000 Drs.) will be paid to the Contractor by check against a receipt issued by the Contractor.

b. Nine Thousand Pounds Sterling (£9.000 Pounds Sterling) will be transferred into the Contractor's account with Barclays Bank Limited, London against an equivalent receipt. Ninety (90) days after the contract becomes effective and after the submission by the Contractor to the Ministry of Coordination of the first progress report as per article 4 of this contract.

c. Nine Thousand Pounds Sterling (£9000 Pounds Sterling) will be transferred into the Contractor's account with Barclays Bank Limited, London, against an equivalent receipt after One Hundred and Fifty (150) days from the date this contract becomes effective and after the submission by the Contractor to the Ministry of Coordination of the second progress report as above.

d. The balance of Seventeen Thousand Pounds Sterling (£17.000 Pounds Sterling) will be transferred into the Contractor's account with Barclays Bank Limited, London against an equivalent receipt on delivery of the final study as per article 5 of this contract.

#### Article 7

##### Ownership of the Study

The study and its accompanying information belong to the exclusive ownership of the Greek State, and they are of a confidential nature. It is forbidden to the Contractor to disclose to others or to publish,

wholly or partly, the content of this study, without written permission from the Greek State.

#### Article 8

##### Settling of Differences - Arbitration

1. Any difference, contestation or discord between Greek State and Contractor concerning the execution and interpretation of the terms of the present contract or eventual omissions in it, is resolved at first by a decision from the Ministry of Coordination.

2. Having in mind the preceeding paragraph of the present article and in case the decision of the Minister of Coordination is not accepted, the difference, contestation or discord is resolved exclusively by the arbitrators according to the following proceedings.

3. The one who asks for the arbitration, by letter addressed and communicated to the other of the contracting parties, defines specifically the subject of difference, contestation or discord and nominates his arbitrator, inviting the other contracting party to nominate his arbitrator too.

4. The notified contracting party is obliged, within a period of fifteen (15) days from the written communication to him asking for an arbitration, to nominate his arbitrator. If the notified contracting party neglects to nominate his arbitrator within the above period, the second arbitrator is appointed by the President of the Athens Court of Appeal asked by the contracting party which is requesting the arbitration.

5. The nominated arbitrators are obliged, within ten (10) days from the notification of nomination of the second arbitrator, to select, by common consent, the third arbitrator who will be the President of the Arbitrating Jury. The three arbitrators will have no financial interest in the subject of the arbitration. In case the arbitrators do not agree about the person of the third arbitrator or the period for his nomination is expired, the President of the Supreme Court of Appeal (in Greece) becomes the President of the Arbitrating Jury, and in case of the latter's absence or disablement, his legal deputy. The arbitrators are obliged, within a period of one month from the composition of the Arbitrating Jury, to pronounce their verdict. This period can be extended, by common consent of the contracting parties, for two more months.

6. The arbitrators are not bound by rules of proceedings while carrying out the arbitration. They have the right to interview witnesses, to carry out direct interviews and receive information concerning estimates, to order the appraisal of estimates, having also the right to take into consideration any proof whatsoever, according to their judgement.

7. In the case of one of the arbitrators refusal or disablement to continue the arbitration, he is replaced according to the proceedings followed for his nomination. In this case, the date for the pronouncement of the arbitrating decision is put off for the period from the date of manifestation of the disablement, confirmed by an act signed by the non - disabled arbitrators, to the date of replacement of the disabled, or refusing to continue acting as an arbitrator.

8. The refusal of one of the arbitrators to sign the arbitrating decision does not annul the arbitration.

9. The arbitrator's decision is final and irrevocable, subject to no regular or exceptional legal procedures.

Against it no action of appeal to the proceedings, nor any appeal against the mandate of execution, can be applied.

10. The expenses of the arbitration and the remuneration of the arbitrators, determined by the arbitrating decision, are paid by the litigant who lost in the trial.

#### Article 9

##### Cancellation of the Contract

The present Contract can be cancelled at any time within the first two months from the date it takes effect, by a decision of the Minister of Coordination. In this case and if the cancellation is not due to the Contractor's failing to comply with the terms of this Contract, the Contractor will be indemnified by the Greek State inasmuch that he will be entitled to recover expenditures incurred from services rendered up to the date of cancellation plus 7 % on the amount. This expenditure in case the contracting parties disagree, will be determined by a decision of the arbitrators. The cancellation of the contract after two months from the date it took effect is not allowed.

#### Article 10

##### Remaining Terms

1. The present Contract was written in four (4) originals, two in Greek and two in English. Each of the contracting parties took one original from the Greek and one from the English texts, duly signed by both contracting parties. In case of difference between the two texts, the Greek text is considered predominant and prevails against the English text.

2. The present Contract is concluded by virtue of the legislation on Public Investments and is ruled wholly by the Greek Law.

3. The present Contract comes into effect on the day of its publication in the Governmental Gazette.

##### The Contracting Parties

For the Greek State

The Deputy Minister of Coordination  
EMM. FTENAKIS

For the Contractor

The President of the Company  
«L. H. Manderstam and Partners Ltd.»  
L. H. MANDERSTAM

# Η ΔΙΕΥΘΥΝΣΙΣ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ

## ΓΝΩΣΤΟΠΟΙΕΙ ΟΤΙ:

Από 1 Ιανουαρίου 1966 ή ετησία συνδρομή της Εφημερίδος της Κυβερνήσεως, ή τιμή των τμηματικώς πωλουμένων φύλλων αυτής και τα τέλη δημοσιεύσεως εν τῇ Εφημερίδι της Κυβερνήσεως, καθωρίσθησαν ως κάτωθι:

### Α. ΕΤΗΣΙΑΙ ΣΥΝΔΡΟΜΑΙ

|                                                                |       |       |
|----------------------------------------------------------------|-------|-------|
| 1. Διὰ τὸ Τεύχος Α' .....                                      | Δραχ. | 400   |
| 2. » » » Β' .....                                              | »     | 350   |
| 3. » » » Γ' .....                                              | »     | 300   |
| 4. » » » Δ' .....                                              | »     | 500   |
| 5. » » » Πράξεις Νομικῶν Προσώπων<br>Δ.Δ. κ.λ.π. ....          | »     | 300   |
| 6. » » Παράρτημα .....                                         | »     | 200   |
| 7. » » Δελτίον Ἀνωνύμων Ἑταιρειῶν κ.λ.π. ...                   | »     | 750   |
| 8. » » Δελτίον Ἐμπορικῆς καὶ Βιομηχανικῆς<br>Ἰδιοκτησίας ..... | »     | 200   |
| 9. Δι' ἅπαντα τὰ τεύχη, τὸ Παράρτημα καὶ τὰ<br>Δελτία .....    | »     | 2.500 |

Οἱ Δήμοι καὶ αἱ Κοινότητες τοῦ Κράτους καταβάλλουσι τὴν ἡμισὺ τῶν ἀνωτέρω συνδρομῶν.

ὑπὲρ τοῦ Ταμείου Ἀλληλοβοηθείας Προσωπικοῦ τοῦ Ἐθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) ἀναλογούν τὰ ἑξῆς ποσά:

|                                                               |       |       |
|---------------------------------------------------------------|-------|-------|
| 1. Διὰ τὸ Τεύχος Α' .....                                     | Δραχ. | 20.—  |
| 2. » » » Β' .....                                             | »     | 17,50 |
| 3. » » » Γ' .....                                             | »     | 15.—  |
| 4. » » » Δ' .....                                             | »     | 25.—  |
| 5. » » » Πράξεις Νομικῶν Προσώπων<br>Δημ. Δικαίου κ.λ.π. .... | »     | 15.—  |
| 6. » » Παράρτημα .....                                        | »     | 10.—  |
| 7. » » Δελτίον Ἀνωνύμων Ἑταιρειῶν .....                       | »     | 37,50 |
| 8. » » Δελτίον Ἐμπ. καὶ Βιομ. Ἰδιοκτησίας ..                  | »     | 10.—  |
| 9. » » Δι' ἅπαντα τὰ τεύχη .....                              | »     | 125.— |

### Β. ΤΙΜΗ ΦΥΛΛΩΝ

Ἐκαστον φύλλον, μέχρι 8 σελίδων, τιμᾶται δραχ. 2, ἀπὸ 9 σελίδων καὶ ἄνω, ἑκτὸς εἰδικῶν περιπτώσεων, δραχ. 5.

### Γ. ΤΕΛΗ ΔΗΜΟΣΙΕΥΣΕΩΝ

#### Ι. Εἰς τὸ Δελτίον Ἀνωνύμων Ἑταιρειῶν καὶ Ἑταιρειῶν Περιορισμένης Εὐθύνης:

##### Α. Δημοσιεύματα Ἀνωνύμων Ἑταιρειῶν

|                                                                                                                                                             |       |       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|
| 1. Τῶν δικαστικῶν πράξεων .....                                                                                                                             | Δραχ. | 200   |
| 2. Τῶν καταστατικῶν Ἀνωνύμων Ἑταιρειῶν ...                                                                                                                  | »     | 5.000 |
| 3. Τῶν τροποποιήσεων τῶν καταστατικῶν τῶν<br>Ἀνωνύμων Ἑταιρειῶν .....                                                                                       | »     | 1.000 |
| 4. Τῶν ἀνακοινώσεων καὶ προσκλήσεων εἰς γενικὰ<br>συνελεύσεις, ὡς καὶ τῶν κατὰ τὸ ἀρθρὸν 32 τοῦ Ν. 3221/24 γνωστοποιήσεων. ....                             | »     | 500   |
| 5. Τῶν ἀνακοινώσεων τῶν ὑπὸ διάλυσιν Ἀνωνύμων<br>Ἑταιρειῶν, κατὰ τὸ Β.Δ. 20/5/1939. ....                                                                    | »     | 100   |
| 6. Τῶν ἰσολογισμῶν τῶν Ἀνωνύμων Ἑταιρειῶν. ....                                                                                                             | »     | 2.000 |
| 7. Τῶν συνοπτικῶν μηνιαίων καταστάσεων τῶν<br>Τραπεζικῶν Ἑταιρειῶν .....                                                                                    | »     | 500   |
| 8. Τῶν ἀποφάσεων περὶ ἐγκρίσεως τιμολογίων<br>τῶν Ἀσφαλιστικῶν Ἑταιρειῶν .....                                                                              | »     | 300   |
| 9. Τῶν ὑπογραμμικῶν ἀποφάσεων περὶ παροχῆς<br>ἀδείας ἐπικτάσεως τῶν ἐργασιῶν Ἀσφαλιστικῶν<br>Ἑταιρειῶν, ὡς καὶ τῶν ἐκθέσεων περιουσιακῶν<br>στοιχείων ..... | »     | 2.000 |
| 10. Τῶν περὶ παροχῆς πληρεξουσιότητος πρὸς<br>ἀντιπροσώπων ἐν Ἑλλάδι ἀλλοδαπῶν Ἑταιρειῶν<br>.....                                                           | »     | 1.000 |
| 11. Τῶν ἀποφάσεων περὶ συγχωνεύσεως Ἀνωνύμων<br>Ἑταιρειῶν .....                                                                                             | »     | 5.000 |

|                                                                                                                                                                                                   |       |     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|
| 12. Τῶν ἀποφάσεων τῆς Ἐπιτροπῆς τοῦ Χρηματιστηρίου περὶ εἰσαγωγῆς χρεωγράφων<br>εἰς τὸ Χρηματιστήριον πρὸς διαπραγματεύσεις,<br>συμφώνως πρὸς τὰς διατάξεις τοῦ ἀρθροῦ 2 παρ. 3 Α.Ν. 148/67 ..... | Δραχ. | 500 |
| 13. Τῶν ἀποφάσεων τῆς Ἐπιτροπῆς κεφαλαιαγορᾶς<br>περὶ διαγραφῆς χρεωγράφων ἐκ τοῦ Χρηματιστηρίου,<br>συμφώνως πρὸς τὰς διατάξεις τοῦ ἀρθροῦ 2 παρ. 4 Α.Ν. 148/67 .....                            | »     | 500 |

##### Β. Δημοσιεύματα Ἑταιρειῶν Περιορισμένης Εὐθύνης

|                                                         |       |     |
|---------------------------------------------------------|-------|-----|
| 1. Τῶν καταστατικῶν .....                               | Δραχ. | 500 |
| 2. Τῶν τροποποιήσεων τῶν καταστατικῶν ...               | »     | 200 |
| 3. Τῶν ἀνακοινώσεων καὶ προσκλήσεων .....               | »     | 100 |
| 4. Τῶν ἰσολογισμῶν .....                                | »     | 500 |
| 5. Τῶν ἐκθέσεων ἐκτιμήσεως περιουσιακῶν στοιχείων ..... | »     | 500 |

#### ΙΙ. Εἰς τὸ Α' Τεύχος καὶ Παράρτημα

|                                                                         |   |     |
|-------------------------------------------------------------------------|---|-----|
| 1. Τῶν δικαστικῶν πράξεων, προσκλήσεων καὶ<br>λοιπῶν δημοσιεύσεων ..... | » | 200 |
| 2. Τῶν ἀδειῶν πωλήσεως ἱαματικῶν ὑδάτων ...                             | » | 500 |

Τὸ ὑπὲρ τοῦ Ταμείου Ἀλληλοβοηθείας Προσωπικοῦ Ἐθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) καταβλητέον ποσοστὸν ἐπὶ τῶν τελῶν δημοσιεύσεων ἐν τῷ Δελτίῳ Ἀνωνύμων Ἑταιρειῶν καὶ Ἑταιρειῶν Περιορισμένης Εὐθύνης ἐν γένει ὁρίσθη εἰς 5%.

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

1. Αἱ συνδρομαὶ τοῦ ἑσωτερικοῦ καὶ τὰ τέλη δημοσιεύσεων προκαταβάλλονται εἰς τὰ Δημόσια Ταμεία ἐναντὶ ἀποδεικτικοῦ εἰσπράξεως, ὅπου, μερίμνη τοῦ ἐνδιαφερομένου, ἀποστέλλεται εἰς τὴν Ὑπηρεσίαν τοῦ Ἐθνικοῦ Τυπογραφείου.

2. Αἱ συνδρομαὶ τοῦ ἑξωτερικοῦ δύνανται ν' ἀποστέλλονται καὶ εἰς ἀνύλογον συνάλλαγμα δι' ἐπιταγῆς ἐπ' ὀνόματι τοῦ Διευθυντοῦ τοῦ Ἐθνικοῦ Τυπογραφείου.

3. Ἡ καταβολὴ τοῦ ὑπὲρ τοῦ Τ.Α.Π.Ε.Τ. ποσοστοῦ ἐπὶ τῶν ἀνωτέρω συνδρομῶν καὶ τελῶν δημοσιεύσεων ἐνεργεῖται ἐν Ἀθήναις μὲν εἰς τὸ Ταμεῖον τοῦ ΤΑΠΕΤ (Κατάστημα Ἐθνικοῦ Τυπογραφείου), ἐν ταῖς λοιπαῖς δὲ πόλεσι εἰς τὰ Δημόσια Ταμεία, ὅπου ἀποδίδεται εἰς τὸ ΤΑΠΕΤ, συμφώνως πρὸς τὰ ὀριζόμενα διὰ τῶν ὑπ' ἀριθ. 192378/3639 τοῦ ἔτους 1947 (ΡΟΝΕΟ 185) καὶ 178048/5321/31.7.65 (Π.Δ. 139) ἐγκυκλίων διαταγῶν τοῦ Γενικοῦ Λογιστηρίου τοῦ Κράτους. Ἐπὶ συνδρομῶν ἑξωτερικοῦ ἀποστελλομένων δι' ἐπιταγῶν, συνοδεύεται διὰ τῶν ἐπιταγῶν καὶ τὸ ὑπὲρ τοῦ ΤΑΠΕΤ ποσοστὸν.

### Ο ΔΙΕΥΘΥΝΤΗΣ

### Θ. ΚΩΣΤΟΜΗΤΣΟΠΟΥΛΟΣ