ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ ΤΗ 4 ΦΕΒΡΟΥΑΡΙΟΥ 1969	ΤΕΥΧΟΣ ΠΡΩΤΟΝ	ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ 15

ΝΟΜΟΘΕΤΙΚΟΝ ΔΙΑΤΑΓΜΑ ΥΠ' ΑΡΙΘ. 75

Περὶ κυρώσεως τῆς ἀπὸ 29ης Ὀκτωβρίου 1968 Συμβάσεως μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ τῆς MACDONALD CONSTRUCTION COMPANY περὶ χρηματοδοτήσεως καὶ κατασκευῆς τῆς Ἐθνικῆς ὁδοῦ Ἡγουμενίτσης—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, ὑπογραφεῖσα ἐν Ἀθήναις τὴν 29ην Ὀκτωβρίου 1968, «περὶ χρηματοδοτήσεως καὶ κατασκευῆς τῆς Ἐθνικῆς ὁδοῦ Ἡγουμενίτσης — Θεσσαλονίκης — Τουρκικῶν Συνόρων» μετὰ τῶν ὑπὸ στοιχεῖα Α, Β καὶ Ε παραρτημάτων αὐτῆς, ὡς καὶ τῶν ὑπ' ἀριθμοὺς 1, 2, 3 καὶ 4 εἰδικῶν παραρτημάτων αὐτῆς ὧν τὸ κείμενον ἔχει ὡς ἀκολούθως εἰς τὴν ἑλληνικὴν καὶ τὴν ἀγγλικήν.

ΣΥΜΒΑΣΙΣ

Ἡ παροῦσα σύμβασις συνήφθη ἐν Ἀθήναις τὴν 29ην Ὀκτωβρίου τοῦ ἔτους 1968, ἡμέραν Τρίτην, μεταξὺ ἀφ' ἑνὸς τοῦ Ἑλληνικοῦ Δημοσίου, νομίμως ἐκπροσωπουμένου ἐν προκειμένῳ παρὰ τῆς Ἑλληνικῆς Κυβερνήσεως καὶ ταύτης νομίμως ἐκπροσωπουμένης παρὰ τῆς Α.Ε. τοῦ Ὑπουργοῦ ἐπὶ τοῦ Συντονισμοῦ κ. Νικολάου Μακαρέζου, ἑδρεύοντος ἐν Ἀθήναις, καλουμένου ἐφεξῆς «Ὁ Ἰδιοκτήτης» καὶ ἀφ' ἑτέρου τῆς ἐν τῇ Πολιτείᾳ Μισσοῦρι Η.Π.Α. (Σαίντ Λιουΐς 4, 1310 Σάουθ Γκρὰντ Μπούλεβαρ) ἑδρευούσης Ἑταιρείας ὑπὸ τὴν ἐπωνυμίαν MACDONALD CONSTRUCTION COMPAMY, νομίμως ἐκπροσωπουμένης ἐν προκειμένῳ παρὰ τοῦ κ. ROBERT E. MACDONALD δυνάμει ἐξουσιοδοτήσεως τοῦ Δ.Σ. αὐτῆς καλουμένης ἐν τοῖς ἐφεξῆς «Ὁ Ἀνάδοχος». Διὰ δὲ τὴν πραγματοποίησιν τῶν ἐν τῇ παρούσῃ Συμβάσει διαλαμβανομένων καὶ περιγραφομένων προτάσεων συνεφωνήθησαν γενόμενα δεκτὰ τὰ ἑξῆς:

1. Σκοπὸς τῆς Συμβάσεως:

Ὁ Ἰδιοκτήτης προτίθεται νὰ ἐνεργήσῃ τὴν κατασκευὴν καὶ συμπλήρωσιν πλήρως εἰς ὅσην ἔκτασιν εἶναι ἀναγκαῖον τῆς κυρίας ὁδοῦ Ἡγουμενίτσης — Κοζάνης — Θεσσαλονίκης — Καβάλας — Τουρκικῆς Μεθορίου (Γέφυρα Ἀρδανίου) συνολικοῦ μήκους περίπου ἑπτακοσίων ἐνενήκοντα ἑπτὰ χιλιομέτρων. Τὰ τμήματα τῆς ἐν λόγῳ ὁδοῦ ἔχουν ὡς ἑξῆς:

Α) Ἡγουμενίτσα — Κόνιτσα — Κοζάνη — Θεσσαλονίκη:

	χλμ.
1) Διασταύρωσις Θεσσαλονίκης — Κλειδὶ	23
2) Κλειδὶ — Βέρροια	30
3) Βέρροια — Πολύμυλος (ἀπὸ Καστανιᾶς)	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 — Ἡγουμενίτσα	70
Σύνολον	399

Β) Θεσσαλονίκη — Καβάλα — Τουρκικὴ Μεθόριος (Γέφυρα Ἀρδανίου):

	χλμ.
10) Θεσσαλονίκη — Δερβένι	10
11) Δερβένι — Λάϊνα	7
12) Λάϊνα — Περιστέρα	30
13) Περιστέρα — Νέα Μάδυτος	13
14) Ν. Μάδυτος — Ἀμφίπολις	46
15) Ἀμφίπολις — Καβάλα — Νέα Κάρβαλη	70
16) Νέα Κάρβαλη — Ξάνθη	45
17) Ξάνθη — Κομοτινὴ — Καραντὶκ Ντερὲ	98
18) Καραντὶκ Ντερὲ — Ἀλεξανδρούπολις	22
19) Ἀλεξανδρούπολις — Γέφυρα Λουτρῶν	12
20) Γέφυρα Λουτρῶν — Ἀρδάνιον	20
Σύνολον	373
Γ) Παρακαμπτήριος Θεσσαλονίκης:	25
Γενικὸν Σύνολον	797

2. Ὑφιστάμεναι μελέται:

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

Ὁ Ἰδιοκτήτης διατηρεῖ τὸ δικαίωμα νὰ καθορίσῃ τὴν σειρὰν προτεραιότητος καὶ τὴν ἔκτασιν τῆς κατασκευῆς τῶν τμημάτων ὡς τοῦτο θέλει εἰδικώτερον καθορισθῇ εἰς τὸ «Παράρτημα Ε» τῆς παρούσης διὰ τοῦ Προγράμματος Ἐργασιῶν.

3. Ἔκτασις τῆς συμβάσεως:

Τὰ ὧδε συμβαλλόμενα μέρη ὑπολογίζουν ὅτι θὰ ἀπαιτηθῇ ποσὸν Δολλαρίων Η.Π.Α. ἑκατὸν πεντήκοντα ἑκατομμυρίων (150.000.000) πρὸς ἐπένδυσιν εἰς τὰ δυνάμει τῆς παρούσης

ἐκτελεσθησόμενα ἔργα μέχρι περατώσεως τῆς Ὁδοῦ καὶ ὅτι κατὰ ταῦτα ἡ ἔκτασις τῆς παρούσης συμβάσεως ἀφορᾶ τὴν Ὁδὸν ἢ Τμῆμα ταύτης οὗτινος ἡ ἀξία τῶν ἔργων ἀνέρχεται εἰς τὸ ποσὸν τῶν Δολλαρίων Η.Π.Α. ἑκατὸν πεντήκοντα ἑκατομμυρίων. Ἐὰν κατὰ τὴν διάρκειαν τῆς μελέτης καὶ κατασκευῆς τῆς Ὁδοῦ ἤθελε διαπιστωθῆ ὅτι τὸ ἐν λόγῳ ποσὸν τῶν Δολλ. Η.Π.Α. 150.000.000 εἶναι ἀνεπαρκὲς διὰ τὴν περάτωσιν ὁλοκλήρου τῆς Ὁδοῦ, ὁ Ἀνάδοχος θὰ καταβάλῃ πᾶσαν προσπάθειαν διὰ τὴν χρηματοδότησιν οἱωνδήποτε προσθέτως ἀπαιτηθησομένων ποσῶν, ὑπὸ τοὺς αὐτοὺς ὡς ἐν τῇ παρούσῃ συμβάσει ὅρους καὶ συμφωνίας, ὑπὸ τὸν ὅρον πάντως ὅτι ἐὰν ὁ Ἀνάδοχος δὲν ἤθελεν ἐπιτύχῃ τὴν ἐξασφάλισιν τῆς τοιαύτης προσθέτου χρηματοδοτήσεως, οὗτος θὰ θεωρηθῇ ὡς ἐκτελέσας τὴν παροῦσαν Σύμβασιν ἅμα τῇ συμπληρώσει τῆς κατασκευῆς Τμήματος τῆς Ὁδοῦ, οὗτινος ἡ ἀξία ἀνέρχεται εἰς Δολλ. Η.Π.Α. 150.000.000.

4. Ὑποχρεώσεις Ἀναδόχου:

Ἔναντι τῆς διὰ τῆς συμβάσεως καθοριζομένης ἀμοιβῆς τοῦ Ἀναδόχου Παράρτημα Α ὅρος 29 παράγραφοι (β) καὶ (γ) καὶ ὑπὸ τὸν ὅρον τῆς δεούσης ὑπὸ τοῦ Ἰδιοκτήτου ἐκπληρώσεως τῶν δυνάμει καὶ ἐκ τοῦ συμβολαίου ἐργολαβίας προκυπτουσῶν πάσης φύσεως ὑποχρεώσεών του κατὰ τὰ ἐν τῷ συμβολαίῳ ὁριζόμενα, ὁ Ἀνάδοχος ἀναλαμβάνει ἀπέναντι τοῦ Ἰδιοκτήτου τὴν ὑποχρέωσιν ὅπως, ἀφ' ἑνὸς μὲν ἐκπονήσῃ ἅπαντα τὰ Σχέδια καὶ Μελέτας διὰ τὴν κατασκευήν, συμπλήρωσιν καὶ συντήρησιν τῆς ὡς ἄνω Ὁδοῦ, παρέχων καὶ τὴν ἀπαιτουμένην ἐν αὐτῷ ἐπίβλεψιν καὶ διοίκησιν, ἀφ' ἑτέρου δὲ ἀναθέσῃ τὴν ἐκτέλεσιν τοῦ ἔργου τῆς κατασκευῆς κλπ. τῆς Ὁδοῦ ταύτης, ἐνιαίως ἢ κατὰ τμήματα, εἰς Ἕλληνας ἢ καὶ Ἀλλοδαπούς ὑπεργολάβους, κατὰ τὰ εἰς τὸν ὅρον 13 τοῦ Παραρτήματος Α τῆς παρούσης εἰδικώτερον ὁριζόμενα, εὐθυνόμενος ὁ Ἀνάδοχος ἔναντι τοῦ Ἰδιοκτήτου, διὰ τὴν συμφώνως πρὸς τὴν σύμβασιν ἐκπλήρωσιν ἁπασῶν τῶν ἀνωτέρω ὑποχρεώσεων αὐτοῦ περιλαμβανομένης καὶ τῆς χρηματοδοτήσεως τοῦ ἔργου κατὰ 70 ο/ο καὶ διὰ τὴν ἐκτέλεσιν τοῦ ὡς ἄνω ἔργου ὑπὸ τῶν ὑπεργολάβων μόνον καθ' ὅσον ἀφορᾷ τὰς προθεσμίας καὶ τοὺς τεχνικοὺς ὅρους ὡς καθορίζονται ὑπὸ τῆς συμβάσεως.

5. Πληρωμὴ πρὸς τὸν Ἀνάδοχον:

Ὁ Ἰδιοκτήτης συνομολογεῖ διὰ τῆς παρούσης ὅπως καταβάλῃ εἰς τὸν Ἀνάδοχον διὰ τὴν Μελέτην, Ἐπίβλεψιν καὶ Ἐκτέλεσιν, ἤτοι 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 ὁρίζεται ἐν τῇ παρούσῃ Συμβάσει.

6. Ἔναρξις Ἰσχύος:

Ἡ ἰσχὺς τῆς παρούσης Συμβάσεως ἄρχεται κατὰ τὸν ὁριζόμενον χρόνον εἰς τὸν ὅρον 36 τοῦ Παραρτήματος «Α» τῆς παρούσης.

7. Παραρτήματα:

Τὰ κάτωθι παραρτήματα θεωροῦνται ὅτι ἀποτελοῦν, συνιστοῦν καὶ ἑρμηνεύονται ὡς ἐνιαῖον τμῆμα τῆς παρούσης συμβάσεως, ἤτοι:

(α) Παράρτημα «Α» — Εἰδικοὶ Ὅροι Συμβολαίου.
(β) Παράρτημα «Β» — Γενικοὶ Ὅροι Συμβολαίου.
(γ) Παράρτημα «Γ» — Σχέδια καὶ Σχεδιαγράμματα.
(δ) Παράρτημα «Δ» — Τεχνικαὶ Προδιαγραφαὶ (περιλαμβάνουσαι καὶ ὅρους ἀφορῶντας εἰς τὰς τεχνικὰς ἀπόψεις τῆς κατασκευῆς καὶ τοῦ προγράμματος ἐργασιῶν).
(ε) Παράρτημα «Ε» — Πίναξ προθεσμιῶν ἐμφαίνων τὰς καθ' ἕκαστα προθεσμίας περατώσεως τῆς Τεχνικῆς Μελέτης καὶ κατασκευῆς τῆς Ὁδοῦ.

Κατόπιν συμφωνίας τὰ Παραρτήματα «Β» ἕως «Ε» θὰ ἐπισυναφθοῦν τῇ παρούσῃ καθ' ἃ ὁρίζεται κατωτέρω ἐν τοῖς Εἰδικοῖς Ὅροις τοῦ Συμβολαίου. Ἡ παροῦσα Σύμβασις καὶ ἅπαντα τὰ Παραρτήματα ταύτης καλοῦνται συλλογικῶς τὸ «Συμβόλαιον».

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

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον
Ὁ Ὑπουργὸς Συντονισμοῦ
ΝΙΚΟΛΑΟΣ ΜΑΚΑΡΕΖΟΣ

Διὰ τὴν Ἑταιρείαν MACDONALD CONSTRUCTION COMPANY
ROBERT E. MACDONALD

ΠΑΡΑΡΤΗΜΑ «Α»

τῆς ἀπὸ 29ης Ὀκτωβρίου 1968 μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας MACDONALD CONSTRUCTION COMPANY συναφθείσης Συμβάσεως.

ΕΙΔΙΚΟΙ ΟΡΟΙ

1. Τεχνικὴ μελέτη:

Ὁ Ἀνάδοχος ἀναλαμβάνει τὴν ὑποχρέωσιν ἐκπονήσεως τεχνικῶν μελετῶν, σχεδίων καὶ σχεδιαγραμμάτων διὰ τὴν κατασκευὴν τῆς Ὁδοῦ ἢ συμπληρώσεως ἤδη 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 προσωπικὸν διὰ τὴν ἐκτέλεσιν καὶ ἐκπλήρωσιν 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) Ὑπὸ τὴν ἐπιφύλαξιν τῶν ἐν ὅρῳ 26 καὶ ἐφεξῆς διατάξεων ἡ κατασκευὴ τῆς Ὁδοῦ θὰ ἐκτελῆται τμῆμα πρὸς τμῆμα, ἢ διάφορα ἢ ἅπαντα τὰ τμήματα ταυτοχρόνως καὶ θὰ περατωθῇ κατὰ τὴν λῆξιν πέντε (5) κατ' ἀνώτατον ὅριον ἐτῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

(β) Οἱοσδήποτε τῶν Συμβαλλομένων δύναται νὰ ζητήσῃ ἀπὸ τὸν ἕτερον παράτασιν χρόνου διὰ τὴν κατασκευὴν τῆς Ὁδοῦ μέχρις ἓξ μηνῶν ἀπὸ τῆς λήξεως τῆς κατὰ τ' ἀνωτέρω πενταετίας.

(γ) Ὁ Ἀνάδοχος θὰ ὑποβάλῃ τῷ Ἰδιοκτήτῃ ἐγγράφως Πίνακα Προτεραιότητος εἰς τὴν σειρὰν κατασκευῆς τῶν τμημάτων τῆς Ὁδοῦ. Ὁ Πίναξ οὗτος Προτεραιότητος θὰ ὑποβληθῇ ἐντὸς ἑξήκοντα (60) ἡμερῶν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως καὶ θὰ ὑπόκειται εἰς τὴν ἔγκρισιν τοῦ Ἰδιοκτήτου ἐντὸς εἴκοσιν (20) ἀφ' ἧς ὑπεβλήθη ἡμερῶν.

3. Ὑπεργολαβία:

α) Ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως ἀναθέτῃ εἰς τρίτους ὑπεργολάβους τὴν κατασκευὴν τῶν καθ' ἕκαστα τμημάτων τοῦ διὰ τῆς Συμβάσεως ἀναληφθέντος παρ' αὐτοῦ ἔργου, κατόπιν διεθνῶν μειοδοτικῶν διαγωνισμῶν διεξαγομένων κατὰ τὰ εἰδικώτερον ἐν παραγράφῳ (α) τοῦ ὅρου 13 τοῦ παρόντος ὁριζόμενα, ὑπέχει δὲ ἔναντι τοῦ Ἰδιοκτήτου πλήρη καὶ ἀκεραίαν τὴν εὐθύνην διὰ τὴν καλὴν καὶ σύμφωνον πρὸς τοὺς ὅρους τῆς Συμβάσεως ἐκτέλεσιν οἱασδήποτε τοιαύτης ὑπεργολαβίας.

4. Ἐπίβλεψις καὶ Διοίκησις:

α) Ὁ Ἀνάδοχος ὑποχρεοῦται νὰ ἐνεργῇ τὴν ἐπίβλεψιν πάσης ἐργασίας κατασκευῆς ἐκτελουμένης παρ' οἱουδήποτε τῶν ὑπεργολάβων, ἐνεργῶν ὡς ὑπεύθυνος ἔναντι τοῦ Ἰδιοκτήτου καὶ συμφώνως πρὸς τὰς ὁδηγίας αὐτοῦ ἐν σχέσει μὲ τὴν ἔγκρισιν καὶ ἐπίβλεψιν τῶν διαφόρων ἐργασιῶν καὶ σταδίων κατασκευῆς καθ' ἃ ὁρίζεται ἐν τῇ παρούσῃ συμβάσει.

β) Ὁ Ἀνάδοχος θὰ ἐξασκῇ τὰ ἀπαιτούμενα διοικητικὰ καθήκοντά του ἐν σχέσει μὲ τὰς δυνάμει τῆς παρούσης ἀνει-

λειμμένας ὑποχρεώσεις του ὡς Ἀναδόχου, ὑποχρεούμενος ἅμα ὅπως ἐξασφαλίσῃ καὶ διασφαλίσῃ τὴν ἄφιξιν ἐν Ἑλλάδι τοῦ ἐν προκειμένῳ ἀπαιτουμένου προσωπικοῦ. Τὰ πλαίσια, ἡ ἔκτασις καὶ ἡ φύσις τῆς τοιαύτης διοικητικῆς δραστηριότητος καὶ τοῦ ἐν λόγῳ προσωπικοῦ, διαληφθήσονται καὶ καθορισθήσονται λεπτομερῶς ἐν Παραρτήματι «Β».

5. Ἐπόπτης Μηχανικός:

Ὁ Ἰδιοκτήτης δύναται ἐκτὸς τῆς διὰ τοῦ Ἀναδόχου ἀσκουμένης ἐπιβλέψεως, νὰ ἐπιβλέπῃ πλήρως τὰ τῆς τεχνικῆς μελέτης καὶ κατασκευῆς τῆς Ὁδοῦ δι' ἰδίου τούτου ἐκπροσώπου καλουμένου «ὁ Ἐπόπτης». Τὰ δικαιώματα καὶ αἱ ὑποχρεώσεις τοῦ Ἐπόπτου καθορισθήσονται πλήρως καὶ λεπτομερῶς εἰς τὸ Παράρτημα «Β».

6. Διαγράμματα, Σχέδια, Τεχνικαὶ Προδιαγραφαί:

Ὁ Ἀνάδοχος θὰ ὑποβάλῃ εἰς τὸν Ἰδιοκτήτην ἐντὸς τοῦ πρὸς τοῦτο ὁριζομένου χρόνου εἰς τὸν Πίνακα Προθεσμιῶν τοῦ Παραρτήματος «Ε» τῆς παρούσης, τὰ διαγράμματα, σχέδια καὶ τεχνικὰς προδιαγραφὰς (συμπεριλαμβανομένων καὶ τῶν ἀπὸ τεχνικῆς ἀπόψεως κατασκευῆς τῶν ἔργων ὅρων καὶ προγραμματισμοῦ ἐργασιῶν καλουμένων πάντων συλλογικῶς ἐφεξῆς «Σχέδια καὶ Προδιαγραφαὶ») ἐν σχέσει μὲ ἓν ἕκαστον τῶν τμημάτων τῆς Ὁδοῦ. Ὁ Ἰδιοκτήτης θὰ ἐπιβεβαιώσῃ ἐγγράφως πρὸς τὸν Ἀνάδοχον τὴν περὶ τῶν Σχεδίων καὶ Προδιαγραφῶν ἀποδοχήν του ἐντὸς εἴκοσι πέντε (25) ἡμερῶν ἀφ' ἧς ἔλαβε ταῦτα ὁ Ἰδιοκτήτης ἢ θὰ ζητήσῃ ἀπὸ τὸν Ἀνάδοχον ἐντὸς τῆς αὐτῆς προθεσμίας ὅπως τροποποιήσῃ ταῦτα ἢ μέρος τούτων. Ἐπὶ τῇ τοιαύτῃ περὶ τροποποιήσεως αἰτήσει ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως προβῇ εἰς ταύτην ὑποβάλλων εἰς τὸν Ἰδιοκτήτην τὰ οὕτω τροποποιηθέντα Σχέδια καὶ Προδιαγραφάς. Μὴ κοινοποιηθείσης παρὰ τοῦ Ἰδιοκτήτου ἐγγράφου εἰδοποιήσεως περὶ ἀποδοχῆς ἢ αἰτήσεως περὶ τροποποιήσεως τῶν Σχεδίων καὶ Προδιαγραφῶν ἐντὸς τῆς ἐν λόγῳ 25ημέρου προθεσμίας, ταῦτα θεωροῦνται ὡς ἀποδεκτὰ παρὰ τοῦ Ἰδιοκτήτου. Ἅμα τῇ τοιαύτῃ παρὰ τοῦ Ἰδιοκτήτου ἀποδοχῇ τῶν Σχεδίων καὶ Προδιαγραφῶν, ταῦτα θὰ προσαρτηθοῦν εἰς τὴν παροῦσαν σύμβασιν ὡς Παραρτήματα «Γ» καὶ «Δ» ἀντιστοίχως ἀποτελοῦντα ἅμα ἐνιαῖα τμήματα τῆς παρούσης Συμβάσεως.

7. Δικαιώματα Εἰσαγωγῆς:

α) Οἱ Συμβαλλόμενοι συμφωνοῦσιν ὅτι τὰ ἀπαιτούμενα ὑλικὰ καὶ ἕτοιμα καὶ ἡμικατειργασμένα προϊόντα διὰ τὴν κατασκευὴν τῆς Ὁδοῦ, ἅτινα παράγονται ἐν Ἑλλάδι κατὰ τὸν χρόνον τῆς ἰσχύος τῆς παρούσης Συμβάσεως, θὰ χρησιμοποιοῦνται κατ' ἀπόλυτον προτεραιότητα ὑπὸ τῶν ὑπεργολάβων, ἐναντι παντὸς ἑτοίμου ὑλικοῦ καὶ ἡμικατειργασμένου προϊόντος ξένης προελεύσεως, ὑπὸ τὸν ὅρον ὅτι ταῦτα θὰ εἶναι κατάλληλα κατὰ τὴν κρίσιν τοῦ Ἐπόπτου διὰ τὴν κατασκευὴν τῆς Ὁδοῦ ἀπὸ ἀπόψεως ποιότητος καὶ διαθέσεως ἀνταποκρινομένης πρὸς τὰς ἀνάγκας τῶν κατασκευῶν.

β) Ὁ Ἀνάδοχος θὰ ἔχῃ τὸ ἀπεριόριστον δικαίωμα εἰσαγωγῆς ἐν Ἑλλάδι πάντων τῶν ἀπαιτηθησομένων διὰ τὴν κατασκευὴν τῆς Ὁδοῦ ἐργαλείων, ἐξοπλισμοῦ, ὀχημάτων πάσης φύσεως, μηχανημάτων, ἀνταλλακτικῶν καὶ ὑλικῶν καὶ ἑτοίμων ἢ ἡμικατειργασμένων προϊόντων (ἐκτὸς τῶν Ἑλληνικῶν προϊόντων ἐν τῇ προηγουμένῃ παραγράφῳ ἀναφερομένων).

8. Ἐξοπλισμός:

α) Ἡ προμήθεια τοῦ εἰσαγομένου μηχανικοῦ ἐξοπλισμοῦ θὰ πραγματοποιῆται κατόπιν ἐγκρίσεως τοῦ Ἰδιοκτήτου ὑπὸ τοῦ Ἀναδόχου διὰ διεθνοῦς διαγωνισμοῦ μεταξὺ τῶν Χωρῶν ἐξ ὧν προέρχεται ἡ ἐκ τοῦ ἐξωτερικοῦ χρηματοδότησις καὶ συμφώνως μὲ τὰς διατάξεις τοῦ Παραρτήματος «Β». Αἱ πληρωτέαι τιμαὶ μονάδος εἰς τοὺς ὑπεργολάβους τοῦ Ἀναδόχου θὰ περιλαμβάνουν ἐπίσης τὴν συμμετοχὴν τοῦ μηχανικοῦ ἐξοπλισμοῦ εἰς τὸ κόστος τοῦ ἔργου. Ὁ ὅρος οὗτος θὰ περιλαμβάνεται εἰς τὴν διακήρυξιν τῆς δημοπρασίας δι' ἕκαστον τμῆμα τῆς Ὁδοῦ. Εἰς τὴν διακήρυξιν ταύτην θὰ καθορίζεται ἐπίσης ρητῶς ὁ δι' ἕκαστον τμῆμα τῆς Ὁδοῦ ἀπαιτούμενος μηχανικὸς ἐξοπλισμὸς τοῦ ὁποίου τὴν προμήθειαν θὰ ἀναλάβῃ ὁ Ἀνάδοχος διὰ λογαριασμὸν τοῦ Ἰδιοκτήτου ὁ ὁποῖος καὶ θὰ ἀποκτήσῃ δικαιώματα ἰδιοκτησίας.

Ὁ Ἀνάδοχος θὰ ἀποστέλῃ μηνιαίως ὅλα τὰ τιμολόγια καὶ θὰ χρεώνῃ τὸν Ἰδιοκτήτην διὰ τὸν εἰς τὴν Ἑλλάδα ἀποστελλόμενον μηχανικὸν ἐξοπλισμόν. Ὁ Ἰδιοκτήτης θὰ προκαταβάλῃ εἰς τὸν Ἀνάδοχον ποσὸν ἴσον πρὸς 20 ο/ο τῆς ἀξίας CIF εἰς ἐξωτερικὸν συνάλλαγμα τοῦ ἑκάστοτε ὑπὸ προμήθειαν μηχανικοῦ ἐξοπλισμοῦ ἅμα τῇ εἰς αὐτὸν προσκομίσει τῶν τιμολογίων του. Ὁ Ἰδιοκτήτης θὰ ἀποδέχεται καὶ θὰ ἀναγνωρίζῃ μετὰ τὴν ἄφιξιν τοῦ μηχανικοῦ ἐξοπλισμοῦ εἰς τὴν Ἑλλάδα ὅτι ἡ πληρωμὴ ὀφείλεται συμφώνως μὲ τὰ τιμολόγια. Τὰ δικαιώματα ἰδιοκτησίας ἐπὶ τοῦ μηχανικοῦ ἐξοπλισμοῦ θὰ μεταβιβάζωνται εἰς τοὺς ὑπεργολάβους ὑπὸ τοὺς ἑξῆς ὅρους:

Ὁ Ἀνάδοχος θὰ ἀφαιρῇ ἐξ ἑκάστου τῶν μηνιαίων λογαριασμῶν, τῶν ὑποβαλλομένων παρ' ἑκάστου ὑπεργολάβου ἔναντι ἐκτελεσθείσης ἐργασίας, ποσὸν ἴσον πρὸς τὸ ὁλικὸν χρηματικὸν χρέος τοῦ ὑπεργολάβου διὰ τὴν ἀγορὰν τοῦ παραδοθέντος εἰς αὐτὸν μηχανικοῦ ἐξοπλισμοῦ, διαιρούμενον διὰ τοῦ ἀριθμοῦ τῶν μηνῶν τῆς συμβατικῆς διαρκείας τῆς ὑπεργολαβίας αὐτοῦ.

β) Εἰς περίπτωσιν λύσεως τῆς παρούσης Συμβάσεως πρὸ τῆς περατώσεως τῆς κατασκευῆς τῆς Ὁδοῦ, δι' οἱονδήποτε λόγον καὶ αἰτίαν (ἐκτὸς τῆς περιπτώσεως λύσεως λόγῳ ὑπαιτιότητος τοῦ Ἀναδόχου), ὁ Ἰδιοκτήτης ὑπεισέρχεται εἰς τὰ δικαιώματα καὶ ἀναλαμβάνει ἀπάσας τὰς πρὸς τρίτους ἀνειλημμένας ὑποχρεώσεις τοῦ Ἀναδόχου εἰς ὅτι ἀφορᾷ τὸν μηχανικὸν ἐξοπλισμὸν CIF SITE COST, αἱ δὲ τοιαῦται ὑποχρεώσεις καὶ δικαιώματα νοοῦνται ἀναφερόμεναι τόσον ὡς πρὸς τοὺς προμηθευτάς, ὅσον καὶ ὡς πρὸς τοὺς ὑπεργολάβους τοῦ Ἀναδόχου, ἀφαιρουμένου οἱουδήποτε ποσοῦ ὀφειλομένου τυχὸν ἐκ τῆς προκαταβολῆς.

γ) Ὁ Ἀνάδοχος θὰ ἐξασφαλίσῃ καὶ θὰ παραδώσῃ εἰς τὸν Ἰδιοκτήτην τὴν συνήθη εἰς τὰς διεθνεῖς συναλλαγὰς ἐγγύησιν τοῦ κατασκευαστοῦ σχετικῶς μὲ τὸν ἐξοπλισμὸν καὶ τὰ μηχανήματα τὰ χρησιμοποιηθησόμενα εἰς τὴν κατασκευὴν τῆς Ὁδοῦ.

9. Ὑλικὰ καὶ Προϊόντα:

α) Ἐὰν ἡ κατασκευὴ τῆς Ὁδοῦ ἤθελε διακοπῇ δι' οἱονδήποτε λόγον (πλὴν τῆς περιπτώσεως λύσεως τῆς Συμβάσεως ὑπαιτιότητι τοῦ Ἀναδόχου) πρὸ τῆς περατώσεως τῆς Ὁδοῦ, ὁ Ἰδιοκτήτης θὰ πληρώσῃ τὴν ἀξίαν ἁπάντων τῶν ὑλικῶν καὶ προϊόντων ἅτινα δὲν θὰ ἔχουν κατὰ τὸν χρόνον τοῦτον ἐνσωματωθῇ εἰς τὰ ἔργα καὶ θὰ εὑρίσκωνται εἰς τὸν τόπον τῶν ἐργασιῶν ἐν ἐναποθηκεύσει ἢ θὰ ἔχουν κανονικῶς παραγγελθῇ ὑπὸ τοῦ Ἀναδόχου ἢ ἀποσταλῇ εἰς τοῦτον διὰ τὴν κατασκευὴν τῆς Ὁδοῦ ἢ δι' οἱονδήποτε ἕτερον λόγον ὑποχρεοῦται ὁ Ἀνάδοχος νὰ παραλάβῃ ἢ νὰ πληρώσῃ ταῦτα.

Ἡ παρὰ τοῦ Ἰδιοκτήτου πληρωτέα εἰς τὸν Ἀνάδοχον τιμὴ διὰ τὰ τοιαῦτα ὑλικὰ καὶ προϊόντα θὰ εἶναι ἴση πρὸς τὴν τιμὴν τοῦ κόστους τούτων CIF SITE COST.

β) Ἡ πληρωτέα κατὰ τὸ προηγούμενον ἐδάφιον (α) τιμὴ ὑπὸ τοῦ Ἰδιοκτήτου εἰς τὸν Ἀνάδοχον θὰ καταβληθῇ τοῖς μετρητοῖς εἰς Δολλάρια Η.Π.Α. οὐχὶ ἀργότερον τῶν τριάκοντα (30) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τῆς αἰτήσεως τοῦ Ἀναδόχου κατὰ τὰ ἐν ἐδαφίῳ (α) ἀνωτέρω ὁριζόμενα.

γ) Τὰ ἐν λόγῳ ὑλικὰ καὶ προϊόντα ἅτινα θὰ πληρώσῃ ὁ Ἰδιοκτήτης εἰς τὸν Ἀνάδοχον, θὰ παραδοθοῦν ὑπὸ τούτου προηγουμένως εἰς τὸν Ἰδιοκτήτην βάσει πρωτοκόλλων εἰς τὰ διάφορα σημεῖα ἐργασιῶν ἔνθα εὑρίσκονται ταῦτα.

10. Ἀλλοδαπὸν Προσωπικόν:

Ὁ Ἀνάδοχος δύναται νὰ χρησιμοποιῇ ἐν Ἑλλάδι διὰ τὴν κατασκευὴν τῆς Ὁδοῦ ἅπαν τὸ ἀπαιτούμενον ἀλλοδαπὸν τεχνικὸν προσωπικόν, ἄνευ περιορισμοῦ κατανομῆς, ὑπεράνω τοῦ βαθμοῦ ἐπιστάτου - ἐργοδηγοῦ, ὑπὸ τὸν ὅρον ὅτι ὁ συνολικὸς ἀριθμὸς ἀλλοδαποῦ προσωπικοῦ (συμπεριλαμβανομένου καὶ τοῦ ἐπιπτικοῦ τοιούτου) δὲν θὰ ὑπερβαίνῃ ποσοστὸν 10 ο/ο τοῦ χρησιμοποιουμένου ἐν τῇ κατασκευῇ τῆς Ὁδοῦ προσωπικοῦ, συμπεριλαμβανομένου καὶ τοῦ προσωπικοῦ οἱουδήποτε ὑπεργολάβου τοῦ Ἀναδόχου.

11. Ἄδειαι Ἐργασίας:

Ὁ Ἰδιοκτήτης θὰ ἐνεργήσῃ διὰ τὴν ἔκδοσιν πασῶν τῶν ἀπαιτουμένων ἀδειῶν ἐργασίας δι' ἅπαν τὸ ἀλλοδαπὸν προσωπικὸν τοῦ Ἀναδόχου ἐν τῇ κατασκευῇ τῆς Ὁδοῦ.

12. Συμφωνία Δολλαρίου:

Ἡ παροῦσα σύμβασις εἶναι σύμβασις Δολλαρίου Η.Π.Α. ἅπαντα δὲ τὰ δυνάμει ταύτης πληρωτέα ποσὰ θὰ ἐκφράζωνται εἰς Δολλάρια Η.Π.Α. Κατὰ ταῦτα, πάντες οἱ ὑπολογισμοὶ πληρωμῆς εἰς τὸν Ἀνάδοχον θὰ ἐνεργοῦνται εἰς Δολλάρια Η.Π.Α., καθ' ἣν δὲ ἔκτασιν, κατὰ τὰ ἐφεξῆς ὁριζόμενα, ἤθελεν ἐνεργηθῇ πληρωμὴ εἰς τὸν Ἀνάδοχον εἰς δραχμάς, ἡ τοιαύτη πληρωμὴ θὰ ἐνεργῆται διὰ τῆς πληρωμῆς εἰς τὸν Ἀνάδοχον ποσοῦ δραχμῶν ἴσου πρὸς τὸ ποσὸν Δολλαρίων οὕτω ἐξοφλούμενον εἰς δραχμὰς κατὰ τὴν ἀνωτέραν ἰσχύουσαν τιμὴν ἀγορᾶς συναλλάγματος Δολλαρίου κατὰ τὴν ἡμέραν πληρωμῆς τοῦ Ἀναδόχου ἢ, κατὰ πᾶσαν εἰδικὴν περίπτωσιν, καθ' ἣν ἡμέραν εἰδικῶς ἐν τῇ παρούσῃ ὁρίζεται διὰ πᾶσαν τοιαύτην περίπτωσιν, κατὰ τὴν ἐπίσημον τιμὴν τῆς Τραπέζης Ἑλλάδος.

13. Ὑπεργολαβικὴ Ἐκτέλεσις τοῦ Ἔργου:

α) Μετὰ τὴν ἔγκρισιν τῶν σχεδίων καὶ τῶν τεχνικῶν προδιαγραφῶν οἱουδήποτε τμήματος τῆς Ὁδοῦ ὑπὸ τοῦ Ἰδιοκτήτου, ὁ Ἀνάδοχος ὑποχρεοῦται νὰ προβῇ τὸ ταχύτερον δυνατὸν καὶ συμφώνως πρὸς τὸ ἐγκεκριμένον πρόγραμμα ἐργασιῶν, διὰ διεθνῶν μειοδοτικῶν διαγωνισμῶν εἰς τὴν λῆψιν προσφορῶν παρ' Ἑλλήνων καὶ Ἀλλοδαπῶν ἐργολάβων ἐγγεγραμμένων εἰς ἐγκεκριμένον κατάλογον, διὰ τὴν κατασκευὴν τῆς Ὁδοῦ Ἡγουμενίτσης—Τουρκικῆς Μεθορίου κατὰ τμήματα ἢ ἐνιαίως καὶ νὰ προτείνῃ εἰς τὸν Ἰδιοκτήτην τὴν καταλληλοτέραν καὶ συμφεροτέραν προσφοράν. Μετὰ τὴν ἀπαραίτητον ἔγκρισιν τῆς τοιαύτης προσφορᾶς ὑπὸ τοῦ Ἰδιοκτήτου, παρεχομένην ἐντὸς 25 ἡμερῶν ἀπὸ τῆς εἰς αὐτὸν ὑποβολῆς τῶν οἰκείων προσφορῶν, ὁ Ἀνάδοχος θὰ προχωρήσῃ εἰς τὴν ὑπεργολαβικὴν ἀνάθεσιν τῆς ἐργασίας, κατόπιν συμφωνίας μετὰ τοῦ Ἰδιοκτήτου καὶ ἐντὸς τῶν πλαισίων τῆς τεχνικῆς μελέτης καὶ τῶν προδιαγραφῶν καὶ τῶν ὅρων τῆς παρούσης Συμβάσεως.

β) Ἡ κατὰ τὴν παράγραφον (γ) τοῦ ὅρου 29 τοῦ παρόντος προβλεπομένη ἀμοιβὴ τοῦ Ἀναδόχου ἐκ ποσοστοῦ ἓξ τοῖς ἑκατὸν (6 ο)ο) ἐπὶ τοῦ κατὰ τὴν παράγραφον (α) τοῦ ἰδίου ὅρου 29 «Ὁλικοῦ Τιμήματος», θὰ καταβάλλεται εἰς τὸν Ἀνάδοχον ταὐτοχρόνως μὲ τὴν πιστοποίησιν ἑκάστου ὑποβαλλομένου εἰς τὸν Ἰδιοκτήτην μηνιαίου λογαριασμοῦ, ὑπολογιζομένη ἐπὶ τῆς ἀξίας τῆς ἀντιστοίχως πιστοποιουμένης ἐργασίας.

14. Διακυμάνσεις Τιμῶν:

α) Αἱ κατὰ τὴν παροῦσαν σύμβασιν διατιμήσεις καὶ τιμαὶ μονάδος τῶν ὑπεργολάβων καὶ αἱ ὑπὸ τοῦ Ἰδιοκτήτου πρὸς τὸν Ἀνάδοχον ὀφειλόμεναι ἀντίστοιχοι ταύταις καταβολαὶ θὰ ὑπόκεινται εἰς αὐξομειώσεις κατὰ τὰς διατάξεις τοῦ Νόμου 4489)65 (Φ.Ε.Κ. Α)243)65), ὡς τροποποιηθεῖς διὰ τοῦ Α. Ν. 442)68 (Φ.Ε.Κ. Α)127)68) ἰσχύει νῦν καὶ τῶν πρὸς ἐκτέλεσιν τοῦ τελευταίου ἐκδιδομένων Β. Διαταγμάτων. Πρὸς ἄρσιν πάσης ἀμφιβολίας ρητῶς συμφωνεῖται, ὅτι αἱ διατάξεις τοῦ ἀνωτέρω Νόμου θὰ ἔχωσιν ἐφαρμογὴν ἐν προκειμένῳ ὡς εἰ ρητῶς καὶ εἰδικῶς ἐνσωματωμέναι εἰς τὴν παροῦσαν Σύμβασιν, ἀνεξαρτήτως ἂν ὁ Νόμος οὗτος ἤθελεν εἰς τὸ μέλλον ἀκυρωθῇ, καταργηθῇ ἢ τροποποιηθῇ.

β) Ἐὰν μετὰ τὴν ἔναρξιν τῆς ἰσχύος τῆς παρούσης συμβάσεως ἡ ἐφαρμογὴ οἱουδήποτε Νόμου, νομοθετήματος ἢ διατάξεως ἐν Ἑλλάδι ἤθελε καθ' οἱονδήποτε τρόπον, ἀμέσως ἢ ἐμμέσως, καταστῇ ὑποχρεωτικὴ ἐπὶ τῆς παρούσης συμβάσεως, ὁ Ἰδιοκτήτης ὑποχρεοῦται ὅπως ἀποζημιώσῃ τὸν Ἀνάδοχον διὰ πᾶσαν καθαρὰν πρόσθετον ἐπιβάρυνσιν ἣν ἤθελεν ὑποστῇ ὁ Ἀνάδοχος ἐκ τῆς ἐφαρμογῆς ταύτης.

15. Ἐργασίαι μὴ καλυπτόμεναι ὑπὸ τιμῶν μονάδος:

Εἰς τὴν περίπτωσιν καθ' ἣν κατὰ τὴν τεχνικὴν μελέτην οἱουδήποτε τμήματος τῆς Ὁδοῦ, ὡρισμέναι ἐργασίαι εἰς τὸ οἱονδήποτε τοιοῦτον τμῆμα δὲν καλύπτονται ὑπὸ τῶν διατιμήσεων καὶ τιμῶν μονάδος τοῦ σχετικοῦ Πίνακος προσφορᾶς τοῦ ὑπεργολάβου, ἡ εἰς τὸν Ἀνάδοχον καταβλητέα τιμὴ διὰ τοιαύτας μὴ καλυπτομένας ἐργασίας θὰ καθορισθῇ ὑπὸ τοῦ Ἰδιοκτήτου κατ' ἀντικειμενικὴν ἐκτίμησιν βασιζομένην ἐπὶ παρεμφερῶν διατιμήσεων καὶ τιμῶν μονάδος. Ὁ Ἀνάδοχος δύναται νὰ παραπέμπῃ πᾶσαν τοιαύτην ὑπὸ τοῦ Ἰδιοκτήτου καθορισθησομένην τιμὴν εἰς διαιτησίαν καθ' ἃ ὁρίζεται κατωτέρω.

16. Ἐφ' ἅπαξ ποσὸν κατὰ μῆνα:

Δι' ἕκαστον τμῆμα τῆς Ὁδοῦ θὰ καθορισθῇ ἐπὶ τῇ βάσει τῶν ἐγκεκριμένων διὰ τὸ τμῆμα τοῦτο τεχνικῶν σχεδίων καὶ προδιαγραφῶν καὶ διατιμήσεων καὶ τιμῶν μονάδος ἔτι δὲ καὶ τῶν κατὰ τὴν προηγουμένην παράγραφον ἐκτιμήσεων διὰ τὸ περὶ οὗ τμῆμα, ἓν ποσὸν ἐφ' ἅπαξ εἰς Δολλάρια Η.Π.Α. ὅπερ θὰ ἀποτελῇ τὸ ὑπὸ τοῦ Ἰδιοκτήτου πρὸς τὸν Ἀνάδοχον ὀφειλόμενον ποσὸν διὰ τὴν κατασκευὴν τοῦ ἐν λόγῳ τμήματος τῆς Ὁδοῦ. Ἕκαστον τοιοῦτον ἐφ' ἅπαξ ποσὸν καλεῖται ἐφεξῆς «Ἐφ' Ἅπαξ Τμήματος». Ἐὰν ἅμα τῷ πέρατι τῆς κατασκευῆς οἱουδήποτε τμήματος ἤθελε διαπιστωθῇ ὅτι αἱ ἐπιτελεσθεῖσαι ἐργασίαι κατασκευῆς τοῦ ἐν λόγῳ τμήματος ἐνηργήθησαν καθ' ὑπέρβασιν εἰς μίαν ἢ πλείονας κατηγορίας ἢ ἦσαν ὀλιγώτεραι τῶν ὁριζομένων ἐν τῷ ἐγκεκριμένῳ τεχνικῷ σχεδίῳ τοῦ περὶ οὗ τμήματος, τότε τὸ σχετικὸν «Ἐφ' Ἅπαξ Τμήματος» θὰ αὐξηθῇ ἢ μειωθῇ, καθ' ἃ ἀπαιτεῖται ἑκάστοτε, κατὰ τὸ ἀπαιτούμενον ποσὸν πρὸς ἐξίσωσιν τῶν ἐπὶ πλέον ἢ ἔλαττον ἐργασιῶν. Τὰ τοιαῦτα προστιθέμενα ἢ ἀφαιρούμενα ποσὰ ἐκ τοῦ «Ἐφ' Ἅπαξ Τμήματος» θὰ καθορισθῶσιν καὶ ταῦτα κατὰ τὰς διατιμήσεις καὶ τιμὰς τῆς προσφορᾶς τῶν ὑπεργολάβων καὶ κατὰ τὰς ἐν παραγράφῳ 15 ἀνωτέρω ἐκτιμήσεις. Ὁμοίως τὸ «Ἐφ' Ἅπαξ Τμήματος» αὐξάνεται ἢ μειοῦται, ἀναλόγως τῆς περιπτώσεως ἑκάστοτε, κατὰ τὰ ἐν ὅρῳ 14 τῆς παρούσης ὁριζόμενα.

17. Μηνιαῖοι Λογαριασμοί:

α) Ὁ Ἀνάδοχος θὰ ὑποβάλῃ εἰς τὸν Ἰδιοκτήτην, ἐντὸς τοῦ πρώτου δεκαημέρου ἑκάστου μηνός, λογαριασμὸν ἐργασίας ἐκτελεσθείσης εἰς ὡρισμένον τμῆμα τῆς Ὁδοῦ κατὰ τὸν προηγούμενον μῆνα. Ἕκαστος μηνιαῖος λογαριασμὸς δι' ἐκτελεσθεῖσαν ἐργασίαν θὰ παρουσιάζῃ ἀνακεφαλαιωτικῶς τὴν ἐκτελεσθεῖσαν ἐργασίαν μέχρι τέλους τοῦ δι' ὃν ὑποβάλλεται μηνὸς ἐν ἀναλογίᾳ πρὸς τὸ συνολικὸν ποσὸν ἐργασίας ἐν τῷ τμήματι συμφώνως μὲ τὸ ἐγκεκριμένον τεχνικὸν σχέδιον τούτου (ἡ τοιαύτη ἀναλογία καλεῖται ἐφεξῆς «Ἀναλογία Ἐκτελέσεως Τμήματος»). Τὸ ποσὸν ἑκάστου μηνιαίου λογαριασμοῦ θὰ ἐκφράζεται εἰς Δολλάρια Η.Π.Α.

β) Διὰ τὸν εὐχερῆ καθορισμὸν τῆς «Ἀναλογίας Ἐκτελέσεως Τμήματος», ὁ Ἀνάδοχος θὰ ὑποβάλῃ εἰς τὸν Ἰδιοκτήτην ἀνάλυσιν ἑκάστου «Ἐφ' Ἅπαξ Τμήματος», καθ' ἃ ἀπαιτεῖται ἑκάστοτε ἀπὸ ἀπόψεως τρόπου καὶ λεπτομερειῶν.

18. Ἐγκρίσεις μηνιαίων Λογαριασμῶν:

α) Ἐντὸς δέκα πέντε (15) ἡμερῶν ἀπὸ τῆς παρὰ τοῦ Ἰδιοκτήτου λήψεως τοῦ μηνιαίου λογαριασμοῦ τοῦ Ἀναδόχου συνοδευομένου ὑπὸ πλήρων στοιχείων, ὁ Ἰδιοκτήτης θὰ προβῇ εἰς τὴν τελικὴν ἔγκρισιν ἢ τροποποίησιν τοῦ τοιούτου λογαριασμοῦ καὶ θὰ μεταβιβάζῃ τοῦτον ὡς τελικῶς ἐνεκρίθη ἢ ἐτροποποιήθη παρ' αὐτοῦ εἰς τὸν Ἀνάδοχον.

β) Εἰς περίπτωσιν μὴ ἐγκρίσεως παρὰ τοῦ Ἰδιοκτήτου ἑνὸς μηνιαίου λογαριασμοῦ τοῦ Ἀναδόχου, καθ' ἣν ἔκτασιν κρίνει τοῦτο ὀρθὸν ὁ Ἰδιοκτήτης, ἐντὸς τῆς ἀνωτέρω προθεσμίας, ὁ τοιοῦτος μηνιαῖος λογαριασμὸς θεωρεῖται προσωρινῶς ἐγκριθεὶς ὑπὸ τοῦ Ἰδιοκτήτου ἀπὸ πάσης ἀπόψεως, πλὴν ὅμως τοῦτο οὐδαμῶς θὰ παραβλάπτῃ τὸ δικαίωμα τοῦ Ἰδιοκτήτου ὅπως ἀναθεωρήσῃ τὸ ποσὸν τοῦ ἐν λόγῳ μηνιαίου λογαριασμοῦ ἐντὸς τῶν πλαισίων τοῦ ἀνακεφαλαιωτικοῦ λογαριασμοῦ τοῦ ἑπομένου μηνός.

γ) Αἱ πληρωμαὶ τοῦ ἐγκριθέντος ποσοῦ ἑκάστου μηνιαίου λογαριασμοῦ μεῖον κρατήσεως διὰ τὴν ἐξόφλησιν τῆς κατωτέρω ἀναφερομένης προκαταβολῆς, θὰ ἐνεργοῦνται παρὰ τοῦ Ἰδιοκτήτου πρὸς τὸν Ἀνάδοχον κατὰ τὸν κατωτέρω ὁρι-

ζόμενον τρόπον οὐχὶ ἀργότερον τῶν ὀκτὼ (8) ἡμερῶν ἀπὸ τῆς ἡμέρας ὁριστικῆς ἐγκρίσεως τοῦ μηνιαίου λογαριασμοῦ ἢ ἀφ' ἧς ἤθελε θεωρηθῆ ὅτι ἐνεκρίθη τελικῶς παρὰ τοῦ Ἰδιοκτήτου. Οὐδὲν ποσὸν ὀφειλόμενον εἰς τὸν Ἀνάδοχον δυνάμει μηνιαίου λογαριασμοῦ δύναται νὰ κρατηθῆ παρὰ τοῦ Ἰδιοκτήτου ὡς ποσὸν κρατήσεως.

ε) Εἰς περίπτωσιν καθ' ἣν τὸ ποσὸν μηνιαίου λογαριασμοῦ πληρωτέου παρὰ τοῦ Ἰδιοκτήτου εἰς τὸν Ἀνάδοχον ἤθελε παραμείνη ἀπλήρωτον ἐπὶ 60 ἡμέρας ἀπὸ τῆς ὀφειλομένης πληρωμῆς του, ποσοστὸν 30 τοῖς ἑκατὸν τοῦ συνολικοῦ ποσοῦ τοῦ λογαριασμοῦ θὰ ἀποφέρῃ τόκον κατὰ τὸ ἀνώτατον ἐπιτρεπόμενον ἐν Ἑλλάδι νόμιμον ὅριον, κατὰ τὰ ὁριζόμενα ἐν ἄρθρῳ 21 τοῦ ἀπὸ 26 Ἰουνίου)10 Ἰουλίου 1964 Διατάγματος, καθ' ἃ ἰσχύει ἑκάστοτε, ἀλλ' οὐχὶ ὀλιγώτερον ἀπὸ 6 τοῖς ἑκατὸν ἐτησίως, διὰ τὴν περίοδον ἥτις ἄρχεται ἀπὸ τὴν ἐν λόγῳ ἡμέραν πληρωμῆς μέχρι τῆς ἡμέρας πραγματοποιήσεως ταύτης. Χωρὶς νὰ παραβλέπεται ἡ ἀνωτέρω διάταξις τοῦ παρόντος ὅρου, ἐὰν τὸ ποσὸν μηνιαίου λογαριασμοῦ, ὡς ἀνωτέρω, ἤθελε παραμείνη ἀνεξόφλητον πλέον τῶν 45 ἡμερῶν ἀπὸ τῆς ἡμέρας πληρωμῆς του, δύναται ὁ Ἀνάδοχος ὅπως κατόπιν 30ημέρου ἐγγράφου προειδοποιήσεως πρὸς τὸν Ἰδιοκτήτην, προβῇ εἰς τὴν διακοπὴν πάντων τῶν δυνάμει τῆς παρούσης ἐκτελουμένων ἔργων κατὰ τὸν ἐν Παραρτήματι «Β» ὁριζόμενον τρόπον καὶ ὅρους. Εἰς περίπτωσιν καθ' ἣν τὸ ἐν λόγῳ ποσὸν παραμείνῃ ἀπλήρωτον πλέον τῶν 90 ἡμερῶν ἀπὸ τῆς ἡμέρας καθ' ἣν ἔδει νὰ πληρωθῇ, δύναται ὁ Ἀνάδοχος κατόπιν προηγουμένης προειδοποιήσεως 30 ἡμερῶν νὰ προβῇ εἰς τὴν λύσιν τῆς παρούσης συμβάσεως κατὰ τὰ ἐν Παραρτήματι «Β» τῆς παρούσης ὁριζόμενα. Ὁ Ἀνάδοχος δικαιοῦται ὅπως ἀσκῇ τὸ δικαίωμα τοῦτο λύσεως τῆς συμβάσεως ἀνεξαρτήτως ἐὰν οὗτος ἔχει ἢ ὄχι προηγουμένως ἀσκήσῃ τὸ δικαίωμα διακοπῆς ὡς ἀνωτέρω ὁρίζεται.

19. Νόμισμα Πληρωμῆς:

Ἐκ τοῦ ἐγκεκριμένου ποσοῦ ἑκάστου μηνιαίου λογαριασμοῦ, μεῖον πάντων τῶν προηγουμένως καταβληθέντων ὑπὸ τοῦ Ἰδιοκτήτου εἰς τὸν Ἀνάδοχον ποσῶν, θὰ καταβάλεται παρὰ τοῦ Ἰδιοκτήτου εἰς τὸν Ἀνάδοχον ἐν σχέσει μὲ τὴν Ὀδὸν καὶ εἰς Δραχμάς, ἓν ποσὸν ἴσον πρὸς τὸ 30 τοῖς ἑκατὸν τούτου, μεῖον μιᾶς κρατήσεως ποσοῦ ἴσου πρὸς 10 τοῖς ἑκατὸν τοῦ ἐν λόγῳ ποσοστοῦ 30 τοῖς ἑκατὸν διὰ τὴν ἐπιστροφὴν εἰς τὸν Ἰδιοκτήτην παρὰ τοῦ Ἀναδόχου τῆς ὑπὸ τοῦ Ἰδιοκτήτου ἐνεργηθησομένης κατὰ τὰ κατωτέρω προκαταβολῆς τοῖς μετρητοῖς, ὑπὸ τὸν ὅρον ὅτι πρὸς τὸν σκοπὸν μόνον τοῦ καθορισμοῦ τοῦ ποσοῦ τῆς τοιαύτης κρατήσεως διὰ τὴν ἐξόφλησιν τῆς ἐν λόγῳ προκαταβολῆς μετρητῶν, τὸ ἀνωτέρω ποσοστὸν 30 τοῖς ἑκατὸν θὰ ὑπολογίζηται πάντοτε κατὰ τὴν ἰσχύουσαν ἀνωτέραν τιμὴν ἀγορᾶς συναλλάγματος δολλαρίου κατὰ τὴν ἡμερομηνίαν ἐνάρξεως ἰσχύος τῆς παρούσης συμβάσεως, συμφώνως πρὸς τὸ δελτίον Τραπέζης Ἑλλάδος. Τὸ ὑπόλοιπον ποσοστὸν 70 τοῖς ἑκατὸν τοῦ συνολικοῦ ἐγκεκριμένου τελικῶς μηνιαίου λογαριασμοῦ, μεῖον παντὸς ποσοῦ προγενεστέρως καταβληθέντος τῷ Ἀναδόχῳ ὑπὸ τοῦ Ἰδιοκτήτου, θὰ παραμένῃ εἰς πίστωσιν παρὰ τῷ Ἰδιοκτήτῃ καὶ θὰ καταβάλεται εἰς δολλάρια Η.Π.Α. κατὰ κεφάλαιον καὶ τόκον, κατὰ τὰ κατωτέρω ὁριζόμενα.

20. Ἐπιστροφὴ τῆς Πιστώσεως εἰς τὸν Ἀνάδοχον:

Τὸ συνολικὸν ἐν πιστώσει ὡς ἀνωτέρω ποσὸν καὶ ὁ τόκος τούτου θὰ ἐπιστρέφωνται ὡς κάτωθι:

α) Ἓν ποσὸν ἴσον πρὸς 10 τοῖς ἑκατὸν τῆς ὑπολογισθείσης συνολικῆς ἀξίας κατασκευῆς τῆς Ὁδοῦ (ὁριζομένης ὡς ἀνωτέρω εἰς δολλάρια Η.Π.Α. 150.000.000) θὰ καταβάλεται εἰς 12 ἰσοπόσους ἀλληλοδιαδόχους δόσεις καθ' ἕκαστον μῆνα, ἀρχῆς γενομένης κατὰ τὴν λῆξιν τοῦ 49οῦ μηνὸς ἀπὸ τῆς ἡμέρας ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως, καὶ λήξεως κατὰ τὴν λῆξιν τοῦ 60οῦ μηνὸς ἀπὸ τῆς ἡμέρας ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

β) Ἑκάστη δόσις κεφαλαίου τοῦ ἀνωτέρω ποσοστοῦ 10 τοῖς ἑκατὸν θὰ ἀποφέρῃ τόκον πρὸς 6.35 τοῖς ἑκατὸν ἐτησίως ὡς κάτωθι:

ι) Ὁ ὀφειλόμενος τόκος ἐπὶ ἑκάστης δόσεως κεφαλαίου τοῦ ἀνωτέρω ποσοστοῦ 10 τοῖς ἑκατὸν ἐν σχέσει μὲ τὴν περίοδον ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως καὶ λήξεως δύο ἔτη μετὰ ταύτην, θὰ ὑπολογίζηται ἐτησίως εἰς 6.35 τοῖς ἑκατὸν κεφαλαιοποιούμενος δὲ θὰ καταβάλεται ἐφ' ἅπαξ ἅμα τῇ λήξει τῶν ἐν λόγῳ δύο ἐτῶν.

ιι) Ἑκάστη δόσις κεφαλαίου τοῦ ἀνωτέρω ποσοστοῦ 10 τοῖς ἑκατὸν θὰ ἀποφέρῃ τόκον πρὸς 6.35 τοῖς ἑκατὸν ἐτησίως, πληρωτέον καθ' ἕκαστον ἔτος καὶ εἰς τὸ τέλος τοῦ ἔτους ἐν σχέσει μὲ τὴν περίοδον ἥτις ἄρχεται ἀπὸ τῆς λήξεως τῶν ἀνωτέρω δύο ἐτῶν καὶ λήγει κατὰ τὴν ἡμέραν πληρωμῆς τῆς τοιαύτης δόσεως κεφαλαίου.

γ) Κατὰ τὴν τελευταίαν ἡμέραν τοῦ πρώτου τριμήνου ἀπὸ τῆς ἡμέρας ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως καὶ μετέπειτα, ἀλληλοδιαδόχως, κατὰ τὴν τελευταίαν ἡμέραν ἑκάστου τριμήνου μέχρι καὶ συμπεριλαμβανομένης τῆς εἰκοστῆς τριμηνίας (καλουμένης ἑφεξῆς τῆς τοιαύτης τελευταίας ἡμέρας ἑκάστου τοιούτου τριμήνου ὡς «Ἡμερομηνίας Τριμήνου»), θὰ ἀρχίσουν νὰ λήγουν αἱ ὡς κάτωθι δόσεις:

ι) Καθ' ἑκάστην τῶν πρώτων τεσσάρων «Ἡμερομηνιῶν Τριμήνου» θὰ ἀρχίσῃ ἡ λῆξις δόσεως ποσοῦ ἴσου πρὸς 4 τοῖς ἑκατὸν τοῦ ὑπολοίπου τῆς ἀνωτέρω πιστώσεως.

ιι) Καθ' ἑκάστην τῶν ἑπομένων τεσσάρων «Ἡμερομηνιῶν Τριμήνου» ἀντιστοίχως, τῆς τελευταίας «Ἡμερομηνίας Τριμήνου» ἀναφερομένης ἐν ἐδαφίῳ (ι), ἀνωτέρω, θὰ ἀρχίσῃ ἡ λῆξις δόσεως ποσοῦ ἴσου πρὸς 4,5 τοῖς ἑκατὸν τοῦ ὑπολοίπου τῆς ἀνωτέρω πιστώσεως.

ιιι) Καθ' ἑκάστην τῶν δώδεκα «Ἡμερομηνιῶν Τριμήνου» μετὰ τὴν τελευταίαν τῶν ἐν ἐδαφίῳ (ιι) «Ἡμερομηνιῶν Τριμήνου», ἄρχεται ἡ λῆξις δόσεως ποσοῦ ἴσου πρὸς 5,5 τοῖς ἑκατὸν τοῦ ὑπολοίπου τῆς ἀνωτέρω πιστώσεως.

Ἡ ἡμερομηνία καθ' ἣν ἑκάστη ὡς ἀνωτέρω δόσις λήγει, καλεῖται ἑφεξῆς, ἐν σχέσει μὲ τὴν τοιαύτην δόσιν, «Ἡμερομηνία Ἐνάρξεως Δόσεως».

δ) Ἑκάστη δόσις τοῦ ἀνωτέρω ὑπολοίπου πιστώσεως θὰ ἐξοφλῆται εἰς τρία ἴσα ποσὰ μετὰ τὴν λῆξιν 4 ἐτῶν, 4 ἐτῶν καὶ 6 μηνῶν, καὶ 5 ἐτῶν ἀντιστοίχως, μετὰ τὴν τοιαύτην «Ἡμερομηνίαν Ἐνάρξεως Δόσεως».

ε) Ἑκάστη τῶν ἐν ἐδαφίῳ (γ) ἀνωτέρω δόσις θὰ ἀποφέρῃ τόκον πρὸς 6,35 τοῖς ἑκατὸν ἐτησίως πληρωτέον ὡς ἑξῆς:

ι) Ὁ ὀφειλόμενος τόκος ἐπὶ ἑκάστης ὡς ἀνωτέρω ἐν ἐδαφίῳ (γ) δόσεως, ἐν σχέσει μὲ τὴν περίοδον ἥτις ἄρχεται τὴν πρώτην «Ἡμερομηνίαν Ἐνάρξεως Δόσεως» καὶ λήγει μετὰ πάροδον 2 ἐτῶν, θὰ κεφαλαιοποιῆται ἐτησίως πρὸς 6.35 τοῖς ἑκατὸν κατ' ἔτος καὶ θὰ καταβάλεται δι' ἐφ' ἅπαξ ποσοῦ ἅμα τῇ λήξει τῶν ἐν λόγῳ δύο ἐτῶν.

ιι) Ἑκάστη δόσις ὡς ἀνωτέρω ἐν ἐδαφίῳ (γ) τοῦ παρόντος ὅρου, θὰ ἀποφέρῃ τόκον πρὸς 6,35 τοῖς ἑκατόν, πληρωτέον κατ' ἔτος καὶ εἰς τὸ τέλος τοῦ ἔτους, ἀπὸ τῆς λήξεως τῶν δύο ἐτῶν ὡς ἀνωτέρω παρ. (ι) τοῦ παρόντος ὑποόρου (ε) καὶ μέχρι τῆς ἡμερομηνίας πληρωμῆς τῆς περὶ ἧς δόσεως.

στ) Ἑκάστη κατὰ τ' ἀνωτέρω πληρωμὴ κεφαλαίου καὶ ἑκάστη πληρωμὴ τόκου, θὰ καλύπτεται ὡς κατωτέρω ὁρίζεται διὰ χρεωστικῶν ὁμολόγων Κεφαλαίων καὶ διὰ χρεωστικῶν ὁμολόγων Τόκου.

21. Χρεωστικὰ Ὁμόλογα:

α) Ὁ Ἰδιοκτήτης θὰ ἐκδώσῃ εἰς διαταγὴν τοῦ Ἀναδόχου χρεωστικὰ ὁμόλογα τοῦ Ἰδιοκτήτου ἐν σχέσει μὲ τὸ σύνολον τῆς ἀνωτέρω πιστώσεως καὶ τόκων ταύτης. Τὰ ἀφορῶντα τὸ κεφάλαιον τῆς ἀνωτέρω πιστώσεως χρεωστικὰ ὁμόλογα καλοῦνται ἑφεξῆς ΧΡΕΩΣΤΙΚΑ ΟΜΟΛΟΓΑ ΚΕΦΑΛΑΙΟΥ, τὰ δὲ ἀφορῶντα τὸν τόκον ταύτης ΧΡΕΩΣΤΙΚΑ ΟΜΟΛΟΓΑ ΤΟΚΟΥ. Ἅπαντα τὰ χρεωστικὰ ὁμόλογα θὰ εἶναι ἐλευθέρως μεταβιβάσιμα, ἐγχωρήσιμα καὶ ἀνταλλάξιμα ἄνευ περιορισμοῦ καὶ πληρωτέα ἐπὶ Τραπέζης εἰς Ἑλβετίαν προσδιοριζομένης ἀπὸ κοινοῦ ὑπὸ τοῦ Ἀναδόχου καὶ τοῦ Ἰδιοκτήτου. Ὑπὸ τὴν προϋπόθεσιν τῶν ἐν ὅρῳ 35 (δ) κατωτέρω ὁριζομένων, ἡ παρὰ τοῦ Ἰδιοκτήτου πληρωμὴ τῶν χρεωστι-

κῶν ὁμολόγων Κεφαλαίου τε καὶ Τόκου κατὰ τὴν ἡμέραν λήξεως αὐτῶν θὰ εἶναι ἠγγυημένη.

β) Ὁ Ἰδιοκτήτης ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως παράσχῃ ἐγγυήσεις Ἐμπορικῶν Τραπεζῶν ἐν Ἑλλάδι τυγχανουσῶν τῆς ἐγκρίσεως τοῦ Ἀναδόχου ἢ καὶ ἐγγυήσεις τῆς E.T.B.A. διὰ τὰ πρῶτα χρεωστικὰ ὁμόλογα ποσοῦ 40.000.000 δολλαρίων ἅμα τῇ ἰσχύϊ τῆς παρούσης συμβάσεως. Μετὰ ταῦτα τὰ χρεωστικὰ ὁμόλογα θὰ ἐγγυῶνται ὑπὸ τῶν ὡς ἄνω Τραπεζῶν ταὐτοχρόνως μὲ τὴν ἀποδέσμευσιν αὐτῶν ὑπὸ τῆς Τραπέζης εἰς ἣν εὑρίσκονται παρακατατεθημένα ὑπὲρ τοῦ Ἀναδόχου καὶ συμφώνως μὲ τὰς ἀνεκκλήτους ὁδηγίας καὶ ὑπὸ τὴν προϋπόθεσιν ὅτι ἐγκεκριμέναι δαπάναι δι' ἔργον δολλ. 40.000.000 ἔχουν ἤδη ἐκτελεσθῇ.

22. Παρακατάθεσις ὑπὸ ὅρους:

Ἅπαντα τὰ χρεωστικὰ ὁμόλογα τὰ ἀναφερόμενα εἰς τὸ ὑπόλοιπον τῆς ἐν ὅρῳ 20 (γ) πιστώσεως θὰ παραδίδωνται ἐν παρακαταθέσει εἰς τὴν Τράπεζαν UNION BANK τῆς Ἑλβετίας, μετ' ἀνεκκλήτων ὁδηγιῶν τοῦ Ἰδιοκτήτου καὶ Ἀναδόχου πρὸς τὴν Τράπεζαν, συμφώνως πρὸς τὸ κείμενον ὅπερ προσαρτᾶται ὑπὸ τὸν ἀριθμὸν 2 εἰς τὴν Συγγραφὴν Εἰδικῶν Ὅρων. Ἡ κατάθεσις καὶ παράδοσις εἰς τὴν ἐν λόγῳ Τράπεζαν τῶν ἐν λόγῳ χρεωστικῶν ὁμολόγων καὶ ἀνεκκλήτων ὁδηγιῶν ὡς ἀνωτέρω θὰ ἐνεργηθῇ οὐχὶ πέραν τῶν 30 ἡμερῶν ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

23. Ἀπαλλαγὴ χρεωστικῶν ὁμολόγων ἐκ παρακαταθέσεως:

α) Ἡ Τράπεζα θὰ προβῇ εἰς τὴν ἀπαλλαγὴν τῶν κατατεθέντων παρ' αὐτῇ χρεωστικῶν ὁμολόγων Κεφαλαίου συμφώνως πρὸς τοὺς ὅρους τῶν δοθεισῶν αὐτῇ ἀνεκκλήτων ὁδηγιῶν κατὰ τὰς διατάξεις τοῦ ὅρου 22 τῆς παρούσης.

β) Οὐδεμία δύναται νὰ γίνῃ ἀναπροσαρμογὴ εἰς τὴν ἀπαλλαγὴν τῶν ὑπὸ τῆς Τραπέζης κατεχομένων ἐν παρακαταθέσει χρεωστικῶν ὁμολόγων παρ' οἱουδήποτε τῶν ὧδε συμβαλλομένων ἐν σχέσει μὲ τὰς πρώτας δύο «Τριμηνιαίας Ἡμερομηνίας» ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως. Μετὰ ταῦτα, ἐὰν μέχρι τὴν δεκάτην πρὸ τῆς «Τριμηνιαίας Ἡμερομηνίας» ἡμέραν ἤθελε διαπιστωθῇ ὅτι τὸ συνολικὸν σωρευτικὸν ποσὸν τοῦ 70 τοῖς ἑκατὸν τῶν ὀφειλομένων ποσῶν εἰς τὸν Ἀνάδοχον, συμφώνως πρὸς ἐγκριθέντας μηνιαίους λογαριασμούς, ὑπερβαίνει ἢ εἶναι ἐπὶ ἔλαττον κατὰ 5 τοῖς ἑκατὸν ἀπὸ τὴν συνολικὴν ὀνομαστικὴν ἀξίαν τῶν χρεωστικῶν ὁμολόγων Κεφαλαίου ἀποδεσμευθέντων πρὸ τῆς τοιαύτης δεκάτης ἡμέρας παρὰ τῆς Τραπέζης ὑπὲρ τοῦ Ἀναδόχου (καλουμένης ἐφεξῆς τοῦ συνόλου τῆς τοιαύτης καθ' ὑπέρβασιν ἢ ἐπὶ ἔλαττον ἀναλογίας ἡ «Διαφορά»), τότε θὰ κοινοποιηθῇ εἰς τὴν Τράπεζαν Εἰδοποίησις Ἐπιβραδύνσεως ἢ Ἐπιταχύνσεως, καθ' ἃ ἀπαιτεῖται ἑκάστοτε, συμφώνως πρὸς τοὺς ὅρους τῶν ἀνεκκλήτων ὡς ὁ ἀνωτέρω ὅρος 22 ὁδηγιῶν, ἵνα ἐπιβραδύνῃ ἢ ἐπιταχύνῃ ἀναλόγως τῆς περιπτώσεως, τὴν ἀποδέσμευσιν ὑπὲρ τοῦ Ἀναδόχου τῶν χρεωστικῶν ὁμολόγων Κεφαλαίου τοῦ ὁποίου ἡ συνολικὴ ὀνομαστικὴ ἀξία εἶναι ἴση πρὸς τὸ ποσὸν τῆς Διαφορᾶς. Εἰς τὸ συνολικὸν σωρευτικὸν ποσὸν τοῦ 70% τῶν ὀφειλομένων ποσῶν εἰς τὸν Ἀνάδοχον συμφώνως πρὸς τοὺς ἐγκριθέντας μηνιαίους λογαριασμοὺς διὰ τὴν ἐξεύρεσιν τῆς διαφορᾶς θὰ προστίθεται καὶ ἡ ἀξία τοῦ ὑπὸ τοῦ Ἀναδόχου κατὰ τὸ πρόγραμμα εἰσαχθέντος μηχανικοῦ ἐξοπλισμοῦ, κατὰ τὸ ἄρθρον 8 τῆς παρούσης συμβάσεως, ὑπὸ τὴν προϋπόθεσιν ὅτι 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 λογαριασμοὺς τοὺς λαμβανομένους ὑπ' ὄψιν διὰ τὴν ἐξεύρεσιν τῆς διαφορᾶς. Ἑκάστη τοιαύτη εἰδοποίησις Ἐπιβραδύνσεως ἢ Ἐπιταχύνσεως θὰ κοινοποιηθῇ τῇ Τραπέζῃ ἐντὸς τῶν 10 ἡμερῶν πρὸ τῆς ἐν λόγῳ «Τριμηνιαίας Ἡμερομηνίας», δι' ἣν ἐγένετο ὁ λογαριασμός. Ἑκάστη τοιαύτη εἰδοποίησις Ἐπιβραδύνσεως ἢ Ἐπιταχύνσεως θὰ ὑπογράφηται παρ' ἀμφοτέρων τῶν συμβαλλομένων. Εἰς περίπτωσιν καθ' ἣν οἱ συμβαλλόμενοι δὲν συμφωνήσουν διὰ τὴν εἰδοποίησιν Ἐπιβραδύνσεως ἢ Ἐπιταχύνσεως, ἀναλόγως τῆς περιπτώσεως, ἕκαστος τούτων δύναται νὰ παραπέμψῃ τὸ ζήτημα εἰς τὴν ἀποκλειστικὴν ἀπόφασιν τοῦ Διοικητοῦ τῆς Τραπέζης Ἑλλάδος ὅστις δύναται νὰ ὑπογράφῃ μόνος πᾶσαν τοιαύτην εἰδοποίησιν Ἐπιβραδύνσεως ἢ Ἐπιταχύνσεως ὑποβληθεῖσαν εἰς τὴν κρίσιν του. Πάντως ἡ ἀπόφασις τοῦ Διοικητοῦ τῆς Τραπέζης τῆς Ἑλλάδος οὐδαμῶς παραβλάπτει τὸ δικαίωμα οἱουδήποτε τῶν συμβαλλομένων ὅπως παραπέμψῃ τὸ ζήτημα τοῦ σωρευτικοῦ ποσοῦ τῶν λογαριασμῶν ἐφ' ὧν ἐγένετο ὁ ἀνωτέρω ὑπολογισμὸς εἰς Διαιτησίαν συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης συμβάσεως. Μέχρις ὅμως τῆς τελικῆς ἐκδικάσεως τοῦ ζητήματος ἐν Διαιτησίᾳ, ἡ ἀπόφασις τοῦ Διοικητοῦ Τραπέζης Ἑλλάδος θὰ ἰσχύῃ ἐν σχέσει μὲ πᾶσαν ὑποβληθεῖσαν αὐτῷ εἰδοποίησιν Ἐπιβραδύνσεως ἢ Ἐπιταχύνσεως.

γ) Εἰς περίπτωσιν καθ' ἣν ἡ Τράπεζα ἤθελε παραδώσῃ κατόπιν εἰδοποιήσεως Ἐπιβραδύνσεως ἢ Ἐπιταχύνσεως, ἀναλόγως τῆς περιπτώσεως ἑκάστοτε, οἱαδήποτε χρεωστικὰ ὁμόλογα Κεφαλαίου εἰς τὸν Ἀνάδοχον μετὰ ἢ πρὸ τῆς ἡμερομηνίας τῆς ὁρισθείσης ἀρχικῶς διὰ τὴν ἀπαλλαγὴν τοῦ τοιούτου χρεωστικοῦ ὁμολόγου Κεφαλαίου εἰς τὰς ἀνεκκλήτους πρὸς τὴν Τράπεζαν ὁδηγίας, τότε θὰ ἐνεργηθῇ ἀναπροσαρμογὴ τόκου ὑπὲρ τοῦ Ἰδιοκτήτου εἰς τὴν πρώτην περίπτωσιν, ἢ ὑπὲρ τοῦ Ἀναδόχου ἐν τῇ τελευταίᾳ περιπτώσει. Ἡ προσαρμογὴ ἐνεργηθήσεται ἐν σχέσει μὲ τὸ Κεφάλαιον τοῦ χρεωστικοῦ ὁμολόγου Κεφαλαίου πρὸς 6,35 τοῖς ἑκατὸν ἐτησίως ἐν σχέσει μὲ τὴν περίοδον μεταξὺ τῆς ἀρχικῆς ἡμερομηνίας ἀπαλλαγῆς τοῦ τοιούτου χρεωστικοῦ ὁμολόγου Κεφαλαίου καὶ τῆς πραγματικῆς ἡμερομηνίας καθ' ἣν ἐγένετο ἡ ἀπαλλαγὴ τούτου.

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

α) Τὴν 20ὴν ἡμέραν ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης συμβάσεως ἢ καθ' οἱανδήποτε ἡμέραν πρὸ τῆς ἐνάρξεως ταύτης καὶ παρὰ τῶν συμβαλλομένων συμφωνηθησομένην, θὰ ἐνεργηθοῦν συγχρόνως τὰ κάτωθι:

ι) Διὰ τὴν δυνάμει τῆς παρούσης συμβάσεως καλὴν ἐκτέλεσιν ἁπασῶν τῶν ἐξ αὐτῆς ἀναλαμβανομένων ὑποχρεώσεων τοῦ Ἀναδόχου, οὗτος θὰ παραδώσῃ εἰς τὸν Ἰδιοκτήτην ἐγγυητικὴν ἐπιστολὴν Τραπέζης, τῆς ἐγκρίσεως τοῦ Ἰδιοκτήτου, διὰ τὸ ποσὸν τῶν 7.500.000 δολλαρίων Η.Π.Α. κατὰ τὸ σχέδιον ὅπερ ἐπισυνάπτεται ὡς ὑπόδειγμα ὑπ' ἀριθ. 1 τῶν εἰδικῶν Παραρτημάτων τῆς παρούσης.

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

Μετὰ τὴν ὑπὸ τοῦ Ἰδιοκτήτου ἔγκρισιν τῆς προσφορᾶς ἑκάστου ὑπεργολάβου κατὰ τὰ ὁριζόμενα εἰς τὴν παράγραφον (α) τοῦ ἄρθρου 13 τοῦ παρόντος καὶ τὴν ἐν συνεχείᾳ ἀνάθεσιν εἰς αὐτὸν τοῦ ἔργου ὁ Ἰδιοκτήτης θὰ προβαίνῃ εἰς μείωσιν τοῦ ποσοῦ τῆς ἐγγυήσεως τοῦ Ἀναδόχου κατὰ τὸ ποσὸν τῆς παρασχεθείσης ἐγγυήσεως παρ' ἑκάστου ὑπεργολάβου, μέχρις οὗ ἡ ἐγγύησις τοῦ ἀναδόχου θὰ μειωθῇ εἰς τὸ ποσὸν τῶν 3.500.000 δολλαρίων Η.Π.Α.

Ἀπὸ τοῦ ποσοῦ τούτου καὶ ἐφεξῆς ἡ ἐγγύησις τοῦ ἀναδόχου θὰ μειοῦται βάσει τοῦ ποσοῦ τῆς ἐκ τοῦ ἐξωτερικοῦ χρηματοδοτήσεως τοῦ ἔργου ὡς ἐξῆς:

Δι' ἕκαστον διατιθέμενον ποσὸν 9.000.000 δολλαρίων Η.Π.Α., ὑπὸ τοῦ Ἀναδόχου διὰ χρηματοδότησιν τοῦ ἔργου τὸ ἑκάστοτε ὑπόλοιπον τῆς ἐγγυήσεως θὰ μειοῦται κατὰ 250.000 δολλάρια Η.Π.Α. ἀντιστοίχως. Τὸ ὕψος τοῦ ἑκάστοτε ποσοῦ τῆς χρηματοδοτήσεως τοῦ Ἀναδόχου θὰ βεβαιοῦται ὑπὸ τῆς Τραπέζης τῆς Ἑλλάδος καὶ κατὰ τὴν εὔλογον αὐτῆς κρίσιν. Μετὰ τὴν διαπίστωσιν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου τῆς ἱκανοποιητικῆς ἐκπληρώσεως τῶν ἐκ τῆς συμβάσεως ἀπορρεουσῶν μέχρι τοῦδε ὑποχρεώσεων τοῦ Ἀναδόχου καὶ τὴν πάροδον δύο καὶ ἡμίσεως (2 1)2) ἐτῶν ἀπὸ τῆς θέσεως ἐν ἰσχύϊ τῆς παρούσης συμβάσεως ἡ ἐγγύησις θὰ μειοῦται περαιτέρω κατὰ 500.000 δολλάρια Η.Π.Α.

Τὸ οὕτω ἀπομένον ὑπόλοιπον θὰ ἐπιστραφῇ εἰς τὸν Ἀνάδοχον μετὰ τὸ πέρας τῆς συμβάσεως καὶ τὴν ὁλοσχερῆ ἐκπλήρωσιν τῶν ἐκ τῆς συμβάσεως ὑφισταμένων εἰσέτι ὑποχρεώσεων τοῦ Ἀναδόχου.

Ἡ ἐγγύησις τῶν 7.500.000 δολλαρίων Η.Π.Α. τοῦ Ἀναδόχου ἢ τὸ ἑκάστοτε ἀπομένον ὑπόλοιπον αὐτῆς θὰ καταπίπτῃ ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου, ἐντὸς 15 ἡμερῶν καὶ ἄνευ ἐπιφυλάξεως τῆς Τραπέζης ἀπὸ τῆς λήψεως εἰδοποιήσεως ὑπογεγραμμένης ὑπὸ τοῦ Ὑπουργοῦ τοῦ Συντονισμοῦ καὶ περιεχούσης τοὺς λόγους δι' οὓς ζητεῖται ἡ πληρωμή.

Ἡ ὑποχρέωσις τοῦ Ἀναδόχου νὰ παρέχῃ τὰς ὡς ἄνω ἐγγυήσεις τῶν ὑπεργολάβων ἐξικνεῖται μέχρι τῆς συμπληρώσεως ὑπὸ τῶν ὑπεργολάβων κατὰ τὴν ὡς ἄνω διαδικασίαν τοῦ ποσοῦ τῶν 7.500.00 δολλαρίων Η.Π.Α. μὴ ἐπηρεαζομένης τῆς ὑποχρεώσεως ταύτης ἐκ τῆς κατὰ τὰ προηγούμενα ἀλλοίας ρυθμίσεως τῆς ἐκ ποσοῦ 3.500.000 δολλαρίων Η.Π.Α. ἐγγυήσεως τοῦ ἐργολάβου.

Τὸ ποσοστὸν τῆς ἐγγυήσεως τοῦ ὑπεργολάβου δὲν δύναται νὰ ὑπερβῇ τὸ 5 ο)ο τοῦ συνολικοῦ ποσοῦ τῆς ὑπεργολαβίας του.

ιι) Αἱ ἐγγυήσεις τῶν ὑπεργολάβων τοῦ Ἀναδόχου θὰ ἀπευθύνωνται πρὸς τὸν Ἰδιοκτήτην καὶ πρὸς τὸν Ἀνάδοχον, ἔναντι ἑκάστου τῶν ὁποίων θὰ εὐθύνεται εἰς ὁλόκληρον ἕκαστος ἐγγυητής, θὰ ἀποτελοῦν δὲ διὰ τὸν Ἰδιοκτήτην πλήρη ἐγγύησιν, ὡς ἐὰν εἶχον χορηγηθῇ εἰς αὐτὸν ὑπὸ τοῦ Ἀναδόχου. Διὰ τῶν ἐγγυήσεων τῶν ὑπεργολάβων δὲν θὰ ἐπέρχεται ἀπαλλαγὴ τοῦ Ἀναδόχου ἀπὸ τὰς ἐκ τῶν συμβατικῶν ὅρων ὑποχρεώσεις καὶ εὐθύνας του πλὴν τῶν διὰ τῶν ἐγγυήσεων τούτων καλυπτομένων οἰκονομικῶν ἀποκλειστικῶς ὑποχρεώσεων τῶν ὑπεργαλάβων.

ιιι) Ὁ Ἰδιοκτήτης θὰ καταβάλῃ εἰς τὸν Ἀνάδοχον ἐν εἴδει προκαταβολῆς τοῖς μετρητοῖς ἓν ποσὸν εἰς δραχμὰς ἴσον κατὰ τὴν ἀνωτέραν τιμὴν ἀγορᾶς συναλλάγματος δολλαρίου συμφώνως πρὸς τὸ ἐπίσημον δελτίον Τραπέζης Ἑλλάδος κατὰ τὴν ἡμέραν τῆς πληρωμῆς τῆς τοιαύτης προκαταβολῆς, πρὸς δολλάρια Η.Π.Α. 4.500.000 (τέσσαρα ἑκατομμύρια πεντακοσίας χιλιάδας), ἤτοι 3 τοῖς ἑκατὸν τῆς συνολικῆς ἀξίας τῆς Συμβάσεως ἀνερχομένης εἰς δολλ. Η.Π.Α. 150.000.000. Ἡ ἐν λόγῳ προκαταβολὴ θὰ κατατεθῇ εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ἐπ' ὀνόματι τῆς INTERNATIONAL CREDIT BANK τῆς Γενεύης καὶ θὰ χρησιμοποιῆται ἀποκλειστικῶς διὰ πληρωμὰς σχετικὰς μὲ τὸ ἔργον τῆς παρούσης συμβάσεως τῇ διαταγῇ τοῦ Ἀναδόχου καὶ πάντοτε κατόπιν ἐγκρίσεως τοῦ Ὑπουργείου Δημοσίων Ἔργων.

ιν) Ὁ Ἰδιοκτήτης θὰ παραδώσῃ εἰς τὸν Ἀνάδοχον τὰ χρεωστικὰ ὁμόλογα Κεφαλαίου δολλαρίων Η.Π.Α. 15.000.000 συμφώνως τῷ ὅρῳ 20 (α) μεθ' ἥλων τῶν σχετικῶν αὐταῖς χρεωστικῶν ὁμολόγων Τόκου.

ν) Ὁ Ἀνάδοχος θὰ παραδώσῃ εἰς τὸν Ἰδιοκτήτην Ἐγγύησιν Τραπέζης διὰ τὰ 15.000.000 δολλάρια Η.Π.Α. ὡς ἄνω χρεωστικῶν ὁμολόγων κατὰ τὸ συνημμένον εἰδικὸν Παράρτημα ὑπ' ἀριθ. 1.

νι) Ὁ Ἰδιοκτήτης θὰ καταθέσῃ παρὰ τῇ Τραπέζῃ τὰ ἐν ὅρῳ 22 χρεωστικὰ ὁμόλογα καὶ ἀνεκκλήτους ὁδηγίας, ὑπὸ τὴν ἐπιφύλαξιν δὲ τῶν ἐν ὅρῳ 35 (δ) ὁριζομένων, θὰ παραδώσῃ εἰς τὸν Ἀνάδοχον τὴν ἐν ὅρῳ 21 ἀναφερομένην τραπεζιτικὴν ἢ τραπεζιτικὰς ἐγγυήσεις.

β) Κατὰ τὴν τριακοστὴν ἡμέραν ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως ἢ καθ' οἱανδήποτε ἡμέραν πρὸ ταύτης καὶ παρὰ τῶν συμβαλλομένων συμφωνηθησομένης. θὰ ἐνεργηθοῦν συγχρόνως τὰ κάτωθι, ἤτοι:

ι) Ὁ Ἀνάδοχος θὰ καταθέσῃ εἰς πίστωσιν τοῦ Ἰδιοκτήτου παρὰ τῇ Τραπέζῃ Ἑλλάδος ἐν Ἀθήναις δι' ἐλευθέραν χρῆσιν τοῦ Ἰδιοκτήτου, ἓν ποσὸν δολλ. Η.Π.Α. 7.500.000 ἴσου πρὸς 5 τοῖς ἑκατὸν τῆς συνολικῆς ἀξίας τῆς συμβάσεως, ἥτις ὑπολογίζεται κατὰ τ' ἀνωτέρω εἰς δολλ. Η.Π.Α. 150.000.000. Τὸ οὕτω κατατεθὲν ποσὸν θὰ ἀποτελῇ δάνειον εἰς δολλάρια πρὸς τὸν Ἰδιοκτήτην καὶ θὰ ἐξοφληθῇ παρὰ τοῦ Ἰδιοκτήτου εἰς τὴν BANK OF AMERICA Νέας Ὑόρκης Η.Π.Α. εἰς δέκα ἰσοπόσους δόσεις ὡς κάτωθι:

αα) Αἱ τέσσαρες πρῶται δόσεις θὰ πληρωθῶσιν ἐφ' ἅπαξ μετὰ τὴν λῆξιν 2 ἐτῶν ἀπὸ τῆς ἡμέρας καταθέσεως.

ββ) Αἱ ἀπομένουσαι ἓξ δόσεις θὰ καταβληθῶσιν ἀλληλοδιαδόχως ἀνὰ ἑξάμηνον μετὰ ταῦτα εἰς τρόπον ὥστε ἡ πρώτη τῶν τοιούτων ἓξ δόσεων θὰ καταβληθῇ εἰς τὸ τέλος τοῦ 30οῦ μηνὸς ἀπὸ τῆς ἡμέρας καταθέσεως ἡ δὲ ἕκτη δόσις θὰ καταβληθῇ ἅμα τῇ λήξει 5 ἐτῶν ἀπὸ τῆς ἡμέρας καταθέσεως.

Τὸ ποσὸν τῶν δολλαρίων Η.Π.Α. 7.500.000 θὰ ἀποφέρῃ τόκον πρὸς 6,35 τοῖς ἑκατὸν ἐτησίως πληρωτέον ὡς κάτωθι:

— Ὁ τόκος ἐν σχέσει μὲ τὸ συνολικὸν ποσὸν τῆς καταθέσεως διὰ τὰ πρῶτα δύο ἐν παραγράφῳ (β) (ι) ἀναφερόμενα ἔτη θὰ πληρωθῇ ἅμα τῇ λήξει τῶν τοιούτων δύο ἐτῶν.

— Μετέπειτα ὁ τόκος διὰ τὰ ὑπόλοιπα 3 ἔτη θὰ πληρωθῇ ἀλληλοδιαδόχως ἀνὰ ἑξάμηνον ἐν σχέσει μὲ τὸ ἑκάστοτε ἀνεξόφλητον ὑπόλοιπον τῆς καταθέσεως, εἰς τὸ τέλος ἑκάστου ἑξαμήνου.

ιι) Ὁ Ἰδιοκτήτης θὰ παραδώσῃ εἰς τὸν Ἀνάδοχον ἢ εἰς τὴν μεσολαβοῦσαν Τράπεζαν διὰ τῆς ὁποίας τὸ ἀνωτέρω ποσὸν τῶν δολλ. 7.500.000 θὰ ἐμβασθῇ εἰς τὸν Ἰδιοκτήτην, χρεωστικὰ ὁμόλογα εἰς δολλάρια Η.Π.Α. ἐκδιδόμενα ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ἐκπροσωπουμένου ὑπὸ τοῦ Ὑπουργοῦ τῶν Οἰκονομικῶν, πληρωτέα εἰς διαταγὴν τῆς ὡς ἄνω Τραπέζης, ὡς ὁρίζεται ἀνωτέρω διὰ τὸ συνολικὸν ποσὸν τῶν δολλαρίων 7.500.000 πλέον τόκων ἐξ ἓξ καὶ τριάκοντα πέντε (6,35) τοῖς ἑκατὸν ἐτησίως. Τὰ ὡς ἄνω χρεωστικὰ ὁμόλογα θὰ εἶναι τριτεγγυημένα ἄνευ ὅρων ὑπὸ τῆς Τραπέζης τῆς Ἑλλάδος καὶ θὰ ἐκδοθοῦν, συμφώνως πρὸς τοὺς ὅρους τοῦ συνημμένου εἰδικοῦ Παραρτήματος ὑπ' ἀριθ. 4. Τὰ ὡς ἄνω χρεωστικὰ ὁμόλογα ἀπαλλάσσονται τελῶν χαρτοσήμου, θὰ εἶναι δὲ ἐλευθέρως μεταβιβάσιμα, ἐκχωρήσιμα καὶ ἀνταλλάξιμα ἄνευ περιορισμοῦ οἱασδήποτε φύσεως.

25. Παραχώρησις Γαιῶν παρὰ τοῦ Ἰδιοκτήτου:

α) Ὁ Ἰδιοκτήτης ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως διαθέσῃ εἰς τὸν Ἀνάδοχον καὶ δι' ἀπαλλοτριώσεως ἐν ἀνάγκῃ πᾶσαν ἔκτασιν ἀπαιτουμένην διὰ τὴν κατασκευὴν τῆς Ὁδοῦ, συμπεριλαμβανομένου καὶ χώρου δι' εἴσοδον καὶ ἔξοδον ὡς ἀπαιτεῖται ἑκάστοτε διὰ τὴν κατασκευὴν τῆς Ὁδοῦ καὶ πάσης ἐκτάσεως, διὰ κατασκηνώσεις ἐργοταξίου, πάντα δὲ δαπάναις ἀποκλειστικῶς τοῦ Ἰδιοκτήτου καὶ κατὰ τὸν ἀπαιτούμενον χρόνον ἵνα δύναται ὁ Ἀνάδοχος νὰ διατηρῇ τὴν πρόοδον τῶν ἐργασιῶν, συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης συμβάσεως.

β) Ὁ Ἰδιοκτήτης ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως διαθέσῃ εἰς τὸν Ἀνάδοχον ἁπάσας τὰς ἀπαιτουμένας ἐκτάσεις διὰ τὴν ἀπόρριψιν πλεονασμάτων βράχων, χωμάτων, συντριμμάτων ὁδοστρώσεων κλπ. τῶν τοιούτων ἐκτάσεων κειμένων εἰς ἀπόστασιν οὐχὶ μεγαλυτέραν τῶν 5 χιλιομέτρων ἀπὸ τὸν τόπον ἐκσκαφῶν ἢ ἀφαιρέσεως τῶν ὑλικῶν τούτων.

26. Ἀνωτέρα Βία:

α) Ὁ ὅρος ΑΝΩΤΕΡΑ ΒΙΑ θὰ περιλαμβάνῃ πᾶσαν θεομηνίαν, πλημμύρας, φυέλλας, σεισμούς, ἐπιδημίας, δολιοφθορᾶς, κινήματα, ἐμφύλιον πόλεμον, ἀνταρσίαν, ἐπανάστασιν, στάσιν, στρατιωτικὸν κίνημα ἢ σφετερισμὸν ἐξουσίας, πολεμικὰς ἐπιχειρήσεις (κεκηρυγμένου τοῦ πολέμου ἢ μή), εἰσβολήν, ἐχθροπραξίας, ἐνεργείας ξένων ἐχθρῶν, ταραχάς, ἐξεγέρσεις καὶ διαταραχὰς τῆς τάξεως (οὐχὶ μεταξὺ τοῦ Προσωπικοῦ τοῦ Ἀναδόχου), ἐν γένει δὲ πᾶν συμβὰν ἐκτὸς τοῦ ἐλέγχου τοῦ Ἀναδόχου, ὑπὸ τὸν ὅρον ὅτι πᾶν τοιοῦτον συμβὰν ὡς ἀνωτέρω, ἤθελεν ἐπηρεάσῃ τὴν ἐκτέλεσιν τῶν ἐργασιῶν.

β) Πᾶσα καθυστέρησις ἢ ἔλλειψις συμμορφώσεως πρὸς τοὺς ὅρους τῆς παρούσης συμβάσεως παρ' οἱουδήποτε τῶν συμβαλλομένων, ἐξαιρέσει τῆς ὑποχρεώσεως τοῦ Ἰδιοκτήτου διενεργείας ὀφειλομένων πληρωμῶν πρὸς τὸν Ἀνάδοχον κατὰ τὰς ὁρισθείσας πρὸς τοῦτο ἡμέρας ἐφ' ὅσον εἶναι δυνατὸς ὁ ἔλεγχος τῶν ἐργασιῶν παρὰ τοῦ Ἐπόπτου, θὰ συγχωρεῖται ἐφ' ὅσον προεκλήθη ἐξ ἀνωτέρας βίας, ὑπὸ τὸν ὅρον ὅτι τὰ τοιαῦτα συμβάντα ἐπηρεάζουν τὴν ἐκτέλεσιν τῶν ἐργασιῶν.

γ) Ἐὰν κατὰ τὴν διάρκειαν τῆς ἐκτελέσεως τῆς παρούσης συμβάσεως ἤθελε λάβῃ χώραν συμβὰν βίας ὡς ἐκ τοῦ ὁποίου, δὲν θὰ εἶναι δυνατὴ ἡ παρὰ τοῦ Ἀναδόχου ἐκτέλεσις τῆς παρούσης Συμβάσεως, ὁ Ἀνάδοχος δὲν θὰ ὑπέχῃ εὐθύνην ἔναντι τοῦ Ἰδιοκτήτου δι' οἱασδήποτε προκληθησομένας ζημίας συνεπείᾳ τοῦ ἐν λόγῳ συμβάντος ἀνωτέρας βίας.

27 Ἀτέλειαι:

α) Ὁ Ἰδιοκτήτης θὰ ἐνεργήσῃ διὰ τὴν ἀπαλλαγὴν τοῦ Ἀναδόχου καὶ οἱουδήποτε ὑπεργολάβου ἀλλοδαποῦ κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως ἐκ τῆς καταβολῆς οἱωνδήποτε 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 οἱωνδήποτε ὑποχρεωτικῶν εἰσφορῶν καὶ καταβολῶν, οἵτινες ἰσχύουν ἢ μέλλουν νὰ ἰσχύσουν ἐπὶ τοῦ ἐξοπλισμοῦ, τῶν μηχανημάτων, ἀνταλλακτικῶν ἐργαλείων, πάσης φύσεως ὀχημάτων, ὑλικῶν, προϊόντων ἢ ἡμικατεργασμένων προϊόντων καὶ ἐν γένει ἐφ' οἱουδήποτε περιουσιακοῦ στοιχείου, δικαιωμάτων καὶ πραγμάτων εἰσαγομένων ἐν Ἑλλάδι παρὰ τοῦ Ἀναδόχου ἐν σχέσει μὲ ἢ διὰ τὴν κατασκευὴν τῆς Ὁδοῦ.

β) Ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως ὁ Ἰδιοκτήτης θὰ ὀργανώσῃ τὸ σύστημα διὰ τὸν ἐκτελωνισμὸν τῶν ἐν τῇ προηγουμένῃ παραγράφῳ εἰσαγωγῶν ἐν Ἑλλάδι πρὸς τὸν σκοπὸν ἐξασφαλίσεως ἐντὸς 12 ἐργασίμων ἡμερῶν κατ' ἀνώτατον ὅριον ἀπὸ τῆς ἡμέρας ἐκφορτώσεως εἰς οἱονδήποτε σημεῖον εἰσόδου ἐν Ἑλλάδι τῆς παραδόσεως τούτων ἐλευθέρων διὰ τὸν τὸν τόπον τοῦ προορισμοῦ των. Συμφωνεῖται ὅτι καθ' ἣν ἔκτασιν ἤθελεν ἀπαιτηθῇ ἡ πρὸς τὰς Τελωνειακὰς Ἀρχὰς παροχὴ οἱωνδήποτε ἐγγυήσεων διὰ τὰς εἰσαγωγὰς ταύτας ὁ Ἰδιοκτήτης θὰ ἐξαιρέσῃ τὸν Ἀνάδοχον ἐκ τῆς προσαγωγῆς τῶν ἐγγυήσεων αὐτῶν ἢ θὰ ἐνεργήσῃ ὥστε δυνάμει ἐγγράφου ἐγγυήσεως αὐτοῦ τούτου τοῦ Ἀναδόχου, αἱ Τελωνειακαὶ Ἀρχαὶ νὰ ἱκανοποιοῦνται ἐν πρκειμένῳ, πάντα δὲ τὰ ἔξοδα τῆς ἀνωτέρω ἐγγυήσεως τοῦ Ἀναδόχου θὰ βαρύνουν τὸν Ἰδιοκτήτην. Πρὸς τὸν σκοπὸν διευκολύνσεως τοῦ ἐκτελωνισμοῦ εἰσαγομένων εἰδῶν πρὸς χρῆσιν ἐν τῇ κατασκευῇ τῆς Ὁδοῦ, ὁ Ἰδιοκτήτης, κατόπιν ἀποφάσεως ἐν προκειμένῳ τοῦ Ὑπουργοῦ Συντονισμοῦ, δύναται νὰ συστήσῃ δαπάναις αὐτοῦ, παγίαν προκαταβολὴν διατηρουμένην πάντοτε ὑπὸ τοῦ Ἰδιοκτήτου καὶ δαπάναις αὐτοῦ ἀποκλειστικῶς εἰς ἐπίπεδον ἱκανοποιητικὸν πρὸς χρῆσιν τοῦ Ἀναδόχου, ἵνα δύναται ὁ Ἀνάδοχος νὰ πληρώνῃ ἐκ ταύτης πάντας τοὺς φόρους εἰσαγωγῆς, δασμοὺς καὶ συναφεῖς ἐπιβαρύνσεις τοῦ Ἀναδόχου ἢ τῶν ὑπεργολάβων τούτου. Συμφωνεῖται πάντως ὅτι ἡ σύστασις καὶ λειτουργία τῆς ἐν λόγῳ παγίας προκαταβολῆς ἀποβλέπῃ εἰς εὐκολίαν τῶν ἐνδιαφερομένων μόνον, κατὰ ταῦτα δὲ συμφωνεῖται ἔτι ὅτι ἡ σύστασις καὶ λειτουργία ἢ μὴ ταύτης οὐδαμῶς ἀπαλλάσσει τὸν Ἰδιοκτήτην τῶν ὑποχρεώσεών του πρὸς τὸν Ἀνάδοχον κατὰ τὰς διατάξεις τοῦ παρόντος ὅρου, αἵτινες ὑποχρεώσεις θὰ παραμένουν καὶ τελοῦν ἐν πλήρει ἰσχύϊ.

γ) Ὁ Ἰδιοκτήτης θὰ ἀπαλλάξῃ τὸν Ἀνάδοχον καὶ οἱονδήποτε τῶν ἀλλοδαπῶν ὑπεργολάβων τούτου ἐκ τῆς πληρωμῆς φόρου εἰσοδήματος ἢ ἄλλων οἱωνδήποτε φόρων, τελῶν, ἐπιβαρύνσεων, παραβόλων, χαρτοσήμου, κρατήσεων δημοσίου ἢ ὑπὲρ τρίτων, εἴτε ὑπὸ μορφὴν φόρου ἑταιρείας, φόρου εἰσοδήματος, φόρου κύκλου ἐργασιῶν, κρατήσεων ἢ οἱωνδήποτε ὑποχρεωτικῶν εἰσφορῶν ἐπιβαλλομένων ἢ ἐπιβληθησομένων ἐν Ἑλλάδι ἐν σχέσει μὲ τὸ εἰσόδημα τοῦ Ἀναδόχου ἢ τῶν ἀντιστοίχων ἀλλοδαπῶν ὑπεργολάβων τούτου σχετικῶς μὲ τὴν παροῦσαν σύμβασιν ἢ μὲ τὴν ἐκτέλεσιν ταύτης.

δ) Ὁ Ἀνάδοχος καὶ οἱ ἀντίστοιχοι ἀλλοδαποὶ ὑπεργολάβοι τούτου θὰ ἐξαιροῦνται τῆς πληρωμῆς οἱωνδήποτε φόρων, χαρτοσήμου καὶ λοιπῶν τελῶν, φόρου κύκλου ἐργασιῶν καὶ λοιπῶν ἐπιβαρύνσεων ἢ ὑποχρεωτικῶν εἰσφορῶν ὑπὲρ τοῦ Δημοσίου ἢ τρίτων ἐν σχέσει μὲ τοὺς παρὰ τούτων ὑποβαλλομένους λογαριασμοὺς πληρωμῆς δι' ἐκτελεσθεῖσαν ἐργασίαν καὶ μὲ τὰς κατὰ τὰ ἀνωτέρω χρεωστικὰ ὁμόλογα καὶ τοῦ πληρωτέου τόκου τούτων, εἰς τρόπον ὥστε πᾶν τοιοῦτον ποσὸν νὰ εἶναι πάντοτε καθαρὸν πρὸς εἴσπραξιν παρὰ τοῦ Ἀναδόχου ἢ τῶν ἀντιστοίχων ἀλλοδαπῶν ὑπεργολάβων τούτου.

ε) Ἅπασαι αἱ ἐπιβαρύνσεις, τέλη, εἰσφοραί, εἰσαγωγικοὶ δασμοί, τέλη (συμπεριλαμβανομένων 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 ὑπεργολάβων τούτου καὶ εἰς τὰς οἰκογενείας τοῦ τοιούτου προσωπικοῦ θὰ ἐκτελωνίζωνται δι' ἀπ' εὐθείας ἐπιβαρύνσεως τοῦ Ἰδιοκτήτου καὶ ἄνευ χρονοτριβῆς. Συμφωνεῖται ὅτι τὰ τοιαῦτα ἀτομικὰ εἴδη θὰ περιορίζωνται εἰς τὰς συνήθεις ἐν προκειμένῳ ἀνάγκας τῶν ὑπαλλήλων καὶ τῆς οἰκογενείας αὐτῶν πλέον ἑνὸς ἐπιβατικοῦ αὐτοκινήτου δι' ἕνα ἕκαστον ὑπάλληλον. Ὡς μέλη τῆς οἰκογενείας ἑνὸς ἢ μιᾶς ὑπαλλήλου θεωροῦνται πάντες οἱ κατιόντες, ἀνιόντες καὶ ὁ ἢ ἡ σύζυγος τούτου ἢ ταύτης.

στ) Πάντες οἱ ὑπὸ τοῦ Ἀναδόχου ἢ ἀλλοδαπῶν ὑπεργολάβων τούτου, καταβαλλόμενοι μισθοὶ καὶ εἰσοδήματα εἰς τὰ μέλη τοῦ προσωπικοῦ των ἅτινα δὲν τυγχάνουν Ἕλληνες ὑπήκοοι, θὰ ἐξαιροῦνται καὶ ἀπαλλάσσωνται τοῦ Ἑλληνικοῦ Φόρου Εἰσοδήματος καὶ συναφῶν φόρων, τελῶν χαρτοσήμου, κρατήσεων καὶ λοιπῶν ὑποχρεωτικῶν εἰσφορῶν καὶ ἐπιβαρύνσεων ὑπὲρ τοῦ Δημοσίου ἢ τρίτων. Ὡς ἀλλοδαποὶ θεωροῦνται καὶ οἱ ἔχοντες πλὴν τῆς ξένης καὶ τὴν ἑλληνικὴν ὑπηκοότητα ἐφ' ὅσον δὲν εἶναι ἐγκατεστημένοι ἐν Ἑλλάδι.

ζ) Καθ' ἣν ἔκτασιν οἱαδήποτε κατὰ τὸν παρόντα ὅρον χορηγηθεῖσα ἀπαλλαγὴ δὲν καθίσταται ἢ δὲν δύναται νὰ καταστῇ ἀμέσως ἐφικτὴ εἰς τὸν Ἀνάδοχον, τοὺς ἀλλοδαποὺς ὑπεργολάβους τούτου ἢ τὸ ἀλλοδαπὸν προσωπικὸν καὶ τὰς οἰκογενείας αὐτῶν εἴτε λόγῳ ἰσχύοντος Νόμου εἴτε δι' οἱανδήποτε ἑτέραν αἰτίαν ἀπεριορίστως, ὁ Ἰδιοκτήτης ὑποχρεοῦται ὅπως πάραυτα καὶ δαπάναις αὐτοῦ ἐκκαθαρίσῃ καὶ πληρώσῃ ἅπαντα τὰ ποσὰ δι' ἃ ἐχορηγήθησαν αἱ περὶ ὧν ἀπαλλαγαὶ κατὰ τὰς διατάξεις τοῦ παρόντος ὅρου.

η) Ὁ Ἀνάδοχος ἢ τὸ ἀλλοδαπὸν προσωπικὸν καὶ αἱ οἰκογένειαι πάντων τούτων δύνανται ἐλευθέρως νὰ μετατρέπουν εἰς δολλάρια Η.Π.Α. παρὰ τῇ Τραπέζῃ τῆς Ἑλλάδος καὶ εἰς τὴν ἐπίσημον τιμὴν ἀγορᾶς συναλλάγματος κατὰ τὸ ὑπὸ τῆς Τραπέζης ταύτης δημοσιευόμενον δελτίον, ποσὰ μὴ ὑπερβαίνονται πεντήκοντα τοῖς ἑκατὸν τοῦ συνόλου τῶν καταβαλλομένων εἰς τὸ Προσωπικὸν τοῦτο μισθῶν καὶ νὰ ἐξάγουν ἐλευθέρως τὰ τοιαῦτα εἰς δολλάρια ποσὰ ἐξ Ἑλλάδος. Τὸ τοιοῦτον δικαίωμα μετατροπῆς καὶ ἐξαγωγῆς δολλαρίων ἐξ Ἑλλάδος δύναται νὰ ἀσκῆται ἀπὸ καιροῦ εἰς καιρὸν ἢ ὁποτεδήποτε παρ' οἱουδήποτε τῶν μελῶν τοῦ ἐν λόγῳ προσωπικοῦ μέχρι τῆς ἡμέρας ἀναχωρήσεώς των ἐξ Ἑλλάδος.

θ) Αἱ μεταξὺ τῶν συμβαλλομένων σχέσεις θὰ διέπωνται ὑπὸ πνεύματος ἁρμονικῆς συνεργασίας καθ' ὅλην τὴν διάρκειαν τῆς παρούσης συμβάσεως καὶ ὑπὸ τὸ πνεῦμα τοῦτο αἱ Δημόσιαι ἀρχαὶ καὶ πᾶς ἁρμόδιος ἐν γένει θὰ παρέχουν πᾶσαν συμπαράστασιν εἰς πᾶν νόμιμον αἴτημα τοῦ Ἀναδόχου ἢ τῶν ἀντιστοίχων ἀλλοδαπῶν ὑπεργολάβων τούτου πρὸς τὸν σκοπὸν ἵνα ἐξασφαλισθῇ συμμόρφωσις πρὸς τὰς διατάξεις τοῦ παρόντος ὅρου καὶ ἐν γένει πρὸς ἐξασφάλισιν τῆς ἐπιτυχίας τοῦ σκοποῦ τῆς παρούσης συμβάσεως.

ι) Αἱ ἐν τῷ παρόντι ὅρῳ πάσης φύσεως ἀτέλειαι καὶ ἀπαλλαγαὶ δὲν ἔχουν ἰσχὺν ἐπὶ τῶν πάσης φύσεως ἀγαθῶν προϊόντων καὶ ὑπηρεσιῶν κτωμένων ἐν Ἑλλάδι.

28. Ἐργατικὸν Προσωπικόν:

α) Κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως ὁ Ἀνάδοχος θὰ συμμορφοῦται πρὸς τὰς διατάξεις τῶν Ἑλληνικῶν Νόμων καὶ ἰδίᾳ τῶν περὶ ἐργατῶν τοιούτων ἐν σχέσει μὲ τὴν ἀσφάλειαν τῶν ἐργατῶν.

β) Ὁ Ἀνάδοχος θὰ ἀπαλλάσεται πάσης ὑποχρεώσεως ἐκ τῶν Ἑλληνικῶν Νόμων περὶ ἐργασίας ἐν σχέσει μὲ τὴν πρόσληψιν καὶ ἀπόλυσιν ἐργατῶν καὶ ὑπαλλήλων, τὴν προστασίαν ἐφέδρων καὶ ἐν γένει πάσης διατάξεως τῶν Ἑλληνικῶν Νόμων περὶ προστασίας ὡρισμένων κατηγοριῶν ἐργατῶν καὶ ὑπαλλήλων. Ὁ Ἰδιοκτήτης ὑποχρεοῦται ὅπως παράσχῃ ἁπάσας τὰς ἀπαιτουμένας ἀδείας καὶ ἀποφάσεις τοῦ Ὑπουργείου Ἐργασίας δι' ἐργάτας τοῦ Ἀναδόχου ἢ τῶν ἀντιστοίχων ἀλλοδαπῶν ὑπεργολάβων τούτου δι' ὑπερωριακὴν ἐργασίαν καὶ ἐργασίαν κατὰ τὰς Κυριακὰς καὶ ἑορτὰς πρὸς ἐξυπηρέτησιν τῶν σκοπῶν κατασκευῆς τῆς ὁδοῦ.

29. Ἀμοιβαὶ τοῦ Ἀναδόχου:

α) Εἰς τὸν παρόντα ὅρον, τὸ σύνολον πάντων τῶν ὑπὸ τοῦ Ἰδιοκτήτου εἰς τὸν Ἀνάδοχον καταβαλλομένων ποσῶν

πλὴν τῶν ἀμοιβῶν του κατὰ τὰς παραγράφους (β) καὶ (γ) τοῦ παρόντος ὅρου, διὰ τὴν κατασκευὴν τῆς Ὁδοῦ, θὰ καλῆται ἐφεξῆς «Τὸ Ὁλικὸν Τίμημα» (Ἀξία Ἔργου).

β) Ἐπὶ τοῦ κατὰ τὴν προηγουμένην παράγραφον (α) «Ὁλικοῦ Τιμήματος», ὁ Ἰδιοκτήτης ὑποχρεοῦται νὰ καταβάλῃ εἰς τὸν Ἀνάδοχον ἀμοιβὴν ὀκτὼ τοῖς ἑκατὸν (8 ο)ο), πληρωτέαν κατὰ τὸν εἰς τὸν ὅρον 30 τοῦ παρόντος καθοριζόμενον τρόπον καὶ χρόνον καὶ καλουμένην «ἀμοιβὴ μελέτης καὶ ἐπιβλέψεως». Ἡ ἀμοιβὴ αὕτη θὰ καταβληθῇ εἰς τὸν Ἀνάδοχον διὰ τὴν ἐν τῷ ὅρῳ 1 τεχνικὴν μελέτην, διὰ τὴν ἐν τῷ ὅρῳ 4(α) ἐπίβλεψιν καὶ διὰ τὴν ἐν τῷ ὅρῳ 4(γ) διοικητικὴν δραστηριότητα.

γ) Ἐπὶ τοῦ κατὰ τὴν αὐτὴν ὡς ἄνω παράγραφον (α) Ὁλικοῦ Τιμήματος, ὁ Ἰδιοκτήτης ὑποχρεοῦται ἐπίσης νὰ καταβάλῃ εἰς τὸν Ἀνάδοχον ἀμοιβὴν ἓξ τοῖς ἑκατὸν (6 ο)ο), πληρωτέαν κατὰ τὸν εἰς τὴν παράγραφον (ε) τοῦ ὅρου 13 τοῦ παρόντος καθοριζόμενον τρόπον καὶ χρόνον καὶ καλουμένην «ἀμοιβὴν ἐκτελέσεως». Ἡ ἀμοιβὴ αὕτη θὰ καταβληθῇ εἰς τὸν Ἀνάδοχον διὰ τὴν κατὰ τοὺς ὅρους τῆς συμβάσεως, ἐν γένει ἀπασχόλησιν καὶ τὰς δαπάνας του ἐκ τῆς προετοιμασίας καὶ διεξαγωγῆς μειοδοτικῶν διαγωνισμῶν, πρὸς ἀνάθεσιν τοῦ ἔργου τῆς κατασκευῆς, συμπληρώσεως καὶ συντηρήσεως τῆς Ὁδοῦ εἰς ὑπεργολάβους, τὴν ἐκ μέρους τοῦ Ἀναδόχου ὑπεύθυνον ὀργάνωσιν, συντονισμὸν καὶ παρακολούθησιν τῶν ἐργασιῶν τῶν ὑπεργολάβων καὶ τὴν εὐθύνην τοῦ Ἀναδόχου διὰ τὴν ἐκτέλεσιν τοῦ ὡς ἄνω ἔργου ὑπὸ τῶν ὑπεργολάβων καὶ μόνον καθ' ὅσον ἀφορᾷ τὰς προθεσμίας καὶ τοὺς τεχνικοὺς ὅρους ὡς καθορίζονται ὑπὸ τῆς συμβάσεως.

δ) Πρὸς ἐξυπηρέτησιν τῶν σκοπῶν τῶν διατάξεων τοῦ κατωτέρω ὅρου 30, ἐν σχέσει μὲ τὴν καταβολὴν εἰς τὸν Ἀνάδοχον τῆς ἓξ 8 τοῖς ἑκατὸν ἀμοιβῆς, τὸ «Ὁλικὸν Τίμημα» θεωρεῖται ὅτι ἀνέρχεται εἰς δολλ. 150.000.000 ὑπὸ τὸν ὅρον ὅτι ἅμα τῷ πέρατι τῆς ἐκπληρώσεως τῶν διὰ τῆς παρούσης ἀνειλημμένων ὑποχρεώσεων τοῦ Ἀναδόχου, τὸ ποσὸν τοῦτο τῶν δολλαρίων Η.Π.Α. 150.000.000 θὰ ὑπολογισθῇ ἐκ νέου ἵνα ἀπεικονίζῃ τὸ ἀκριβὲς «Ὁλικὸν Τίμημα», καθ' ἃ ὁρίζεται ἀνωτέρω, αἱ δὲ σχετικαὶ προσαρμογαὶ θὰ ἐνεργηθῶσιν κατὰ τὰς διατάξεις τοῦ ὅρου 31 τῆς παρούσης.

30. Τρόπος Πληρωμῆς καὶ Ἀμοιβῆς 8 ο)ο:

Ἡ πληρωμὴ τῆς ἀμοιβῆς 8 τοῖς ἑκατὸν (8 ο)ο), ἤτοι δολλ. Η.Π.Α. 12.000.000, θὰ ἐνεργηθῇ εἰς τὸν Ἀνάδοχον ὡς κάτωθι:

α) Εἴκοσιν τοῖς ἑκατὸν τῆς τοιαύτης ἀμοιβῆς, ἤτοι δολλάρια Η.Π.Α. 2.400.000, θὰ καταβληθῶσιν εἰς τὸν Ἀνάδοχον ἐν εἴδη προκαταβολῆς ἐπὶ τῆς ἐν λόγῳ ἀμοιβῆς καὶ ἅμα τῇ λήψει τοῦ δανείου. (Τὸ ἐν λόγῳ ποσὸν τῶν δολλαρίων Η.Π.Α. 2.400.000 καλεῖται ἐφεξῆς, «Προκαταβολὴ Ἀμοιβῆς»).

β) Τὸ ὑπόλοιπον τοῦ ποσοῦ ἀμοιβῆς τῶν δολλαρίων 12.000.000, ἤτοι δολλάρια Η.Π.Α. 9.600.000, θὰ καταβληθῇ εἰς τὸν Ἀνάδοχον ὡς ἑξῆς:

ι) Ἓν ποσὸν ἴσον πρὸς 5 ο)ο τῶν δολλ. 12.000.000, ἤτοι δολλάρια 600.000, θὰ καταβληθῇ εἰς τὸν Ἀνάδοχον ἑκάστην τριμηνίαν καὶ κατὰ τὴν τελευταίαν ἡμέραν ἑκάστης τριμηνίας, ἀρχῆς γενομένης τὴν 90ὴν ἡμέραν ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως, μὲ λῆξιν τὴν τελευταίαν ἡμέραν τοῦ τετάρτου μετέπειτα τριμήνου εἰς τρόπον ὥστε ἅμα τῇ λήξει τοῦ τοιούτου τετάρτου τριμήνου ὁ Ἀνάδοχος θὰ ἔχῃ λάβει ἀπὸ τὸν Ἰδιοκτήτην ἐν ποσὸν δολλαρίων Η.Π.Α. 2.400.000. Ἡ καταβολὴ τῶν δόσεων θὰ ἐνεργῆται βάσει σωρρευτικῶν πιστοποιήσεων δαπανῶν ἀναφερομένων εἰς ἐκπόνησιν τεχνικῶν μελετῶν, ἐξόδων Διοικήσεως, ἐξόδων Χρηματοδοτήσεως καὶ ἔργου.

ιι) Μετὰ ταῦτα, τὸ ἀπομένον ὑπόλοιπον τῆς ἀμοιβῆς τοῦ Ἀνάδοχον, ἤτοι δολλάρια Η.Π.Α. 7.200.000, θὰ καταβληθῇ εἰς τὸν Ἀνάδοχον κατ' ἀναλογίαν 6 τοῖς ἑκατὸν ἐπὶ τοῦ συνολικοῦ ἐγκριθέντος σωρρευτικοῦ ποσοῦ ἑκάστου μηνιαίου λογαριασμοῦ ὑποβληθέντος εἰς τὸν Ἰδιοκτήτην ἐν σχέσει μὲ τὴν κατασκευὴν τῆς Ὁδοῦ, ἀρχῆς γενομένης μὲ τὸν πρῶτον μηνιαῖον λογαριασμὸν δι' ἐκτελεσθεῖσαν ἐργασίαν ὑποβληθέντα μετὰ τὴν λῆξιν τοῦ τετάρτου κατὰ τ' ἀνωτέρω τριμήνου, εἴτε προκειμένου περὶ λογαριασμοῦ αὐτοῦ τούτου τοῦ Ἀναδόχου δι' ἐκτελεσθεῖσαν ἐργασίαν καὶ ἀρχικῶς ὑποβληθέντος ὑπὸ οἱουδήποτε τῶν ὑπεργολάβων τοῦ Ἀναδόχου.

γ) Ἡ «Προκαταβολὴ Ἀμοιβῆς» καὶ ἑκάστη δόσις πληρωμῆς τοῦ ἀνωτέρω ὑπολοίπου τῶν δολλαρίων 9.600.000 θὰ καταβληθῇ κατὰ 70 τοῖς ἑκατὸν εἰς δολλάρια Η.Π.Α. καὶ κατὰ 30 τοῖς ἑκατὸν εἰς δραχμάς, κατ' ἀναλογίαν ἰσχυούσης τιμῆς συναλλάγματος δολλαρίου Η.Π.Α. ὡς ἐν ὅρῳ 12 τῆς παρούσης διαλαμβάνεται.

31. Ἀναπροσαρμογὴ Ἀμοιβῆς:

Ἐὰν κατὰ τὸν ἐκ νέου ὑπολογισμὸν τῆς ἐξ 8 ο)ο καὶ 6 ο)ο ἀμοιβῆς κατὰ τὰ ἐν ὅρῳ 29 (δ) ἤθελε διαπιστωθῇ, ὅτι τὸ Ὁλικὸν Τίμημα ἦτο πράγματι ἐπὶ πλέον ἢ ἐπὶ ἔλαττον τῶν δολλ. 150.000.000 ὁ Ἀνάδοχος θὰ καταβάλῃ εἰς τὸν Ἰδιοκτήτην ἢ ὁ Ἰδιοκτήτης θὰ καταβάλῃ εἰς τὸν Ἀνάδοχον, καθ' ἃ ἀπαιτεῖται ἑκάστοτε, ἓν ποσὸν ἴσον πρὸς 8ο)ο καὶ 6ο)ο τοῦ τοιούτου ἐπὶ πλέον ἢ ἐπὶ ἔλαττον ποσοῦ, ἀναλόγως τῆς περιπτώσεως. Αἱ διὰ τὴν ἀναπροσαρμογὴν ταύτην ἐνεχθησόμεναι πληρωμαὶ θὰ εἶναι τοῖς μετρητοῖς καὶ ἐντὸς 21 ἡμερῶν ἀφ' ἧς ἐγένετο ὁ τοιοῦτος ἐκ νέου ὑπολογισμός. Πᾶσαι αἱ πληρωμαὶ τοῦ ἑνὸς τῶν συμβαλλομένων πρὸς τὸν ἕτερον κατὰ τοὺς ὅρους τοῦ παρόντος ἐδαφίου θὰ ἐνεργοῦνται κατὰ 70ο)ο εἰς δολλάρια Η.Π.Α. καὶ 30ο)ο εἰς δραχμὰς μὲ τιμὴν συναλλάγματος δολλαρίου κατὰ τὰ ἐν ὅρῳ 12 ἀνωτέρω διαλαμβανόμενα.

32. Τραπεζικὴ Ἐγγύησις διὰ τὴν Προκαταβολὴν Ἀμοιβῆς:

α) Ἀνάδοχος θὰ καταθέσῃ παρ' ἀνεγνωρισμένῃ Τραπέζῃ τῆς ἐγκρίσεως τοῦ Ἰδιοκτήτου ἐγγυητικὴν ἐπιστολὴν δι' ἧς ἡ Τράπεζα θὰ ἐγγυᾶται τὴν ἀνεπιφύλακτον ἀνάληψιν ὑποχρεώσεως καταβολῆς εἰς τὸ Ἑλληνικὸν Δημόσιον τῇ αἰτήσει καὶ μόνον τοῦ Ὑπουργοῦ Συντονισμοῦ τοῦ ποσοῦ τῆς «Προκαταβολῆς Ἀμοιβῆς». Ἡ ἐν λόγῳ ἐγγυητικὴ ἐπιστολὴ θὰ συνταχθῇ κατὰ τὸν συμφωνηθέντα τύπον μεταξὺ Ἰδιοκτήτου καὶ Ἀναδόχου.

β) Τὸ ποσὸν τῆς ἐν λόγῳ Τραπεζιτικῆς ἐγγυητικῆς ἐπιστολῆς θὰ μειοῦται ἀπὸ καιροῦ εἰς καιρὸν κατὰ τὸν αὐτὸν χρόνον καὶ κατὰ τὴν αὐτὴν ἀναλογίαν τοῦ ὅρου 24 περὶ Ἐγγυήσεως Καλῆς Ἐκτελέσεως.

33. Εὐεργετήματα Νόμων Προστασίας Ξένων Ἐπενδύσεων:

Οἱ συμβαλλόμενοι συμφωνοῦν ὅτι χωρὶς νὰ παραβλάπτωνται τὰ δικαιώματα τούτων κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως, ὁ Ἀνάδοχος θὰ ἔχῃ τὰ πλήρη δικαιώματα τῶν εὐεργετημάτων τοῦ Νόμου 2687)53 καὶ παντὸς ἑτέρου Νόμου εἴτε ἐν ἰσχύϊ εἴτε μέλλοντος νὰ ἰσχύσῃ ὁποτεδήποτε ἐν τῷ μέλλοντι διὰ τὴν προστασίαν κεφαλαίων ἐξωτερικοῦ.

34. Διαιτησία:

α) Πᾶσα διένεξις ἀναφυομένη μεταξὺ τῶν συμβαλλομένων ἐν σχέσει μὲ πᾶν ζήτημα προκῦπτον ἐκ τῆς παρούσης συμβάσεως ἢ σχετικὸν πρὸς ταύτην ἢ μὲ τὴν ἑρμηνείαν οἱασδήποτε διατάξεως ταύτης ἢ τυχὸν παραλείψεως ταύτης, μὴ δυναμένη νὰ ἐπιλυθῇ μεταξὺ τῶν συμβαλλομένων, θὰ παραπέμπηται πρὸς ἐπίλυσιν εἰς τὴν διαιτησίαν 3 ἀμερολήπτων διαιτητῶν. Ἕκαστος τῶν ὧδε συμβαλλομένων θὰ ὁρίζῃ ἕνα διαιτητὴν καὶ οἱ δύο οὕτω διορισθέντες θὰ ἐκλέγουν τὸν τρίτον διαιτητήν. Ὁ ἐκπροσωπῶν τὸν Ἰδιοκτήτην διαιτητὴς θὰ διορίζηται παρὰ τοῦ Ὑπουργοῦ Συντονισμοῦ.

β) Ὁ ἐπισπεύδων τὴν διαιτησίαν θὰ κοινοποιῇ πρὸς τὸν ἕτερον ἔγγραφον εἰδοποίησιν περὶ τῆς προθέσεώς του ταύτης καθορίζων τὰ πρὸς διαιτησίαν θέματα καὶ ἀναφέρων τὸν διορίζόμενον παρὰ τούτου διαιτητήν. Ἐντὸς εὐλόγου μετὰ ταῦτα χρονικοῦ διαστήματος ἀλλ' οὐχὶ πέραν τῶν 20 ἡμερολογιακῶν ἡμερῶν, ὁ ἕτερος τῶν συμβαλλομένων θὰ κοινοποιήσῃ κατὰ τὸν αὐτὸν ὡς ἄνω τρόπον πρὸς τὸν ἐπισπεύδοντα, ἔγγραφον εἰδοποίησιν, καθορίζων τυχὸν πρόσθετα θέματα καὶ κατονομάζων τὸν παρ' αὐτοῦ διορισθέντα διαιτητήν. Ἐὰν οἱοσδήποτε τῶν συμβαλλομένων δὲν διορίσῃ τὸν διαιτητὴν αὐτοῦ ἐντὸς 20 ἡμερολογιακῶν ἡμερῶν ἀπὸ τῆς ἐγγράφου κοινοποιήσεως τοῦ ἑτέρου τῆς περὶ διαιτησίας εἰδοποιήσεώς του, ὁ ἐκ τῶν

συμβαλλομένων διορίσας τὸν διαιτητὴν αὐτοῦ δύναται νὰ ζητήσῃ παρὰ τοῦ Προέδρου τοῦ Ἀρείου Πάγου ὅπως οὗτος διορίσῃ ἕνα διαιτητὴν διὰ τὸν ἐκ τῶν συμβαλλομένων μὴ διορίσαντα τοῦτον, μετὰ ταῦτα δὲ ὁ Πρόεδρος θὰ προβῇ εἰς τὸν διορισμὸν τοῦ διαιτητοῦ. Οἱ οὕτω διορισθέντες δύο διαιτηταὶ θὰ ἐκλέξουν τὸν τρίτον διαιτητήν. Ἐὰν ὁ τοιοῦτος διορισμὸς τρίτου διαιτητοῦ δὲν ἐνεργηθῇ ἐντὸς 15 ἡμερολογιακῶν ἡμερῶν ἀπὸ τοῦ διορισμοῦ τοῦ δευτέρου διαιτητοῦ, οἱοσδήποτε τῶν συμβαλλομένων δύναται δι' αἰτήσεώς του νὰ ζητήσῃ ἀπὸ τὸν Πρόεδρον τοῦ Ἀρείου Πάγου ὅπως διορίσῃ τὸν τρίτον διαιτητήν. Ὁ τρίτος διαιτητὴς δὲν θὰ εἶναι ὑπήκοος τῶν Χωρῶν τῶν συμβαλλομένων ἐκτὸς ἂν ἄλλως ἀμοιβαίως συμφωνηθῇ. Τὸ διαιτητικὸν δικαστήριον θὰ συνέλθῃ εἰς Ζυρίχην Ἑλβετίας ἐκτὸς ἐὰν κατόπιν ὁμοφωνίας οἱ διαιτηταὶ ἀποφασίσουν νὰ συνέλθουν ἀλλαχοῦ.

γ) Οἱ οὕτω διορισθέντες τρεῖς διαιτηταὶ θὰ ἀποτελέσουν τὸ Διαιτητικὸν Δικαστήριον. Ὁ τρίτος διορισθεὶς διαιτητὴς θὰ εἶναι ὁ Πρόεδρος τοῦ Δικαστηρίου. Ἐὰν ἓν μέλος τοῦ Διαιτητικοῦ Δικαστηρίου καίτοι δὶς διαδοχικῶς κληθὲν παρὰ τοῦ Προέδρου δι' ἐγγράφου εἰδοποιήσεως ἐπιδοθείσης αὐτῷ 15 ἡμερολογιακὰς ἡμέρας τοὐλάχιστον πρὸ τῆς ὁρισθείσης διὰ τὴν συνεδρίασιν δὲν προσέλθῃ εἰς τὴν συνεδρίασιν τοῦ διαιτητικοῦ δικαστηρίου, ὁ Πρόεδρος θὰ ζητήσῃ ἀπὸ τὸν ἐκ τῶν συμβαλλομένων διορίσαντα τὸν ἀπουσιάζοντα διαιτητὴν ὅπως ἀντικαταστήσῃ τοῦτον ἐντὸς 20 ἡμερῶν ἀπὸ τῆς ἐπιδόσεως τῷ συμβαλλομένῳ τούτῳ τῆς τοιαύτης αἰτήσεως τοῦ Προέδρου. Παρελθούσης 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 (ἄρθρ. 10—21) ὑπὸ τὸν ὅρον ὅτι δὲν τροποποιοῦνται διὰ τῆς παρούσης. Ἡ Διαιτητικὴ ἀπόφασις θὰ ἐκδίδεται ἐν πνεύματι ἐπιεικείας (κατὰ τοὺς ὅρους τῆς συμβάσεως καὶ κατὰ τοὺς ἰσχύοντας κατὰ τὸν χρόνον τῆς διενέξεως Ἑλληνικοὺς νόμους οἵτινες ἀποτελοῦν τὸ ἐφαρμοστέον κατὰ τὴν διαιτησίαν δίκαιον). Ἡ διαιτητικὴ ἀπόφασις θὰ ἐκδίδεται ἐντὸς 60 ἡμερῶν ἀπὸ τῆς ἡμέρας διορισμοῦ τοῦ τρίτου διαιτητοῦ. Εἰς περίπτωσιν ἀντικαταστάσεως ἑνὸς τῶν διαιτητῶν κατὰ τὰ ἐν τῇ ἠγουμένῃ παραγράφῳ ὁριζόμενα, ἡ τοιαύτη προθεσμία τῶν 60 ἡμερῶν λογίζεται ἀπὸ τῆς τοιαύτης ἀντικαταστάσεως. Ἡ προθεσμία αὕτη δύναται νὰ παραταθῇ ἐπὶ 30 εἰσέτι ἡμέρας κατόπιν πλήρως ἠτιολογημένης ἀποφάσεως τοῦ διαιτητικοῦ δικαστηρίου, πέραν δὲ τῶν 30 ἡμερῶν κατόπιν ἐγγράφου συναινέσεως τῶν συμβαλλομένων.

ε) Αἱ διαιτητικαὶ ἀποφάσεις λαμβάνονται διὰ πλειοψηφίας, εἰς περίπτωσιν δὲ ἰσοψηφίας νικᾷ ἡ ψῆφος τοῦ Προέδρου. Ἡ ἀπόφασις θὰ ἐκδίδεται ἐγγράφως μετὰ πλήρους αἰτιολογικοῦ ὑπογραφομένη παρὰ δύο τοὐλάχιστον διαιτητῶν.

στ) Ἡ διαιτητικὴ ἀπόφασις εἶναι τελικὴ καὶ ἀμετάκλητος οἱ δὲ συμβαλλόμενοι παραιτοῦνται ρητῶς παντὸς δικαιώματός των προσβολῆς ταύτης δι' οἱουδήποτε τακτικοῦ ἢ ἐκτάκτου ἐνδίκου μέσου ἢ προσφυγῆς εἰς ἄλλην διαδικασίαν. Ἡ διαιτητικὴ ἀπόφασις καθορίζει καὶ τὰ ἔξοδα διαιτησίας καὶ ποῖον ἐκ τῶν συμβαλλομένων ταῦτα θὰ ἐπιβαρύνουν ἢ τὴν ἐν προκειμένῳ ἀναλογίαν ἑνὸς ἑκάστου. Μετὰ τὸν διορισμὸν των δύνανται οἱ Διαιτηταὶ νὰ ἀποφασίσουν περὶ τοῦ προκαταβλητέου παρὰ τῶν συμβαλλομένων ποσοῦ πρὸς κάλυψιν τῶν ἐν γένει ἐξόδων διαιτησίας, συμψηφιζομένου τοῦ ποσοῦ τούτου μὲ τὴν καθορισθησομένην ὁλικὴν δαπάνην διαιτησίας κατόπιν ἀποφάσεως τῶν διαιτητῶν.

35. Ἔναρξις Ἰσχύος:

Ἡ ἰσχὺς τῆς παρούσης συμβάσεως ἄρχεται μόνον ἅμα τῇ ἐκπληρώσει πάντων τῶν κατωτέρω ὁριζομένων.

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

β) Ἅμα ἠθέλον συμφωνηθῇ καὶ ὑπογραφῇ οἱ Γενικοὶ Ὅροι τοῦ Παραρτήματος «Β» τῆς παρούσης συμβάσεως παρὰ τοῦ Ἰδιοκτήτου καὶ τοῦ Ἀναδόχου οὐχὶ βραδύτερον τῆς 31ης Δεκεμβρίου 1968.

γ) Ἅμα τὸ Παράρτημα «Ε» τῆς παρούσης συμβάσεως ἠθέλεν συμφωνηθῇ καὶ ὑπογραφῇ παρὰ τοῦ Ἰδιοκτήτου καὶ τοῦ Ἀναδόχου οὐχὶ βραδύτερον τῆς 31ης Δεκεμβρίου 1968.

δ) Ἅμα οἱ ὅροι τῆς ἐν Ὄρῳ 21 ἀνωτέρω Τραπεζιτικῆς Ἐγγυήσεως καθὼς καὶ ὁ χρόνος παραδόσεως ταύτης καὶ τὰ ὀνόματα τῶν παρεχουσῶν ταύτην Τραπεζῶν ἢ Τραπέζης ἠθέλον συμφωνηθῇ οὐχὶ βραδύτερον τῆς 31ης Δεκεμβρίου 1968.

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

36. Γλῶσσαι:

Ἡ παροῦσα Σύμβασις συνετάγη ἀρχικῶς εἰς τὴν Ἑλληνικὴν μεταφρασθεῖσα εἶτα εἰς τὴν Ἀγγλικήν. Ἀμφότερα τὰ κείμενα τῆς Συμβάσεως εἰς τὴν Ἀγγλικὴν καὶ τὴν Ἑλληνικὴν εἶναι ἐπίσημα καὶ ἔγκυρα. Εἰς περίπτωσιν καθ' ἣν ἠθέλομεν ἐγερθῇ διαφωνίαι ἢ διαφοραὶ περὶ τὴν ἑρμηνείαν, τὸ ἐν ὅσῳ 34 ἀνωτέρω Διαιτητικὸν Δικαστήριον δύναται νὰ ἀναφερθῇ εἰς οἱοδήποτε ἢ καὶ εἰς ἀμφότερα τὰ κείμενα ταῦτα.

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον
Ὁ Ὑπουργὸς Συντονισμοῦ
ΝΙΚΟΛΑΟΣ ΜΑΚΑΡΕΖΟΣ

Διὰ τὴν Ἑταιρείαν MACDONALD CONSTRUCTION COMPANY
ROBERT E. MACDONALD

ΠΑΡΑΡΤΗΜΑ «Β»
ΟΡΟΙ ΤΗΣ ΣΥΜΒΑΣΕΩΣ
ΓΕΝΙΚΟΙ ΟΡΟΙ ΑΦΟΡΩΝΤΕΣ ΤΗΝ ΕΚΤΕΛΕΣΙΝ ΕΠΙΒΛΕΨΙΝ ΚΑΙ ΔΙΕΥΘΥΝΣΙΝ ΤΟΥ ΕΡΓΟΥ
ΟΡΙΣΜΟΙ ΚΑΙ ΕΠΕΞΗΓΗΣΕΙΣ

1. Ὁρισμοί:

1) Ἐν τῇ Συμβάσει (ὡς κατωτέρω ὁρίζεται αὕτη) αἱ ἑπόμεναι λέξεις καὶ ἔννοιαι ἔχουσι τὴν ἐνταῦθα ἀποδιδομένην εἰς αὐτὰς σημασίαν, ἐκτὸς ὅπου ἐκ τῶν συνεκφραζομένων ἄλλως συνάγεται:

α) «Ἰδιοκτήτης» εἶναι τὸ Ἑλληνικὸν Δημόσιον, νομίμως ἐκπροσωπούμενον ὑπὸ τῆς Ἑλληνικῆς Κυβερνήσεως καὶ ταύτης νομίμως ἐκπροσωπουμένης ὑπὸ τῆς Αὐτοῦ Ἐξοχότητος τοῦ Ὑπουργοῦ Συντονισμοῦ καὶ τοὺς ἐν τῷ γραφείῳ αὐτοῦ διαδόχους.

β) «Ἀνάδοχος» εἶναι ἡ ἑταιρεία MACDONALD CONSTRUCTION COPMANY, νομίμως ἐκπροσωπουμένη ὑπὸ τοῦ κ. ROBERT E. MACDONALD, ἐδρεύουσα ἐν ST. LOUIS 4. MISSOURI, H.Π.Α., 1310 SOUTH GRAND BOULEVARD, καὶ περιλαμβάνουσα τοὺς ἐκπροσώπους τοῦ Ἀναδόχου, ὡς κατωτέρω καθορίζονται, καὶ τοὺς διαδόχους αὐτοῦ.

γ) «Ἐκπρόσωποι τοῦ Ἀναδόχου» εἶναι οἱονδήποτε πρόσωπον ἁρμοδίως καθοριζόμενον ἀπὸ καιροῦ εἰς καιρὸν ὑπὸ τοῦ Ἀναδόχου, κατόπιν ἐγγράφου γνωστοποιήσεως πρὸς τὸν Ἰδιοκτήτην καὶ ἐγκρίσεως παρ' αὐτοῦ ὅπως ἐκτελῇ τὰ καθήκοντα τὰ ἀναφερόμενα εἰς τὸν ὅρον 2 (4) τοῦ παρόντος ἢ οἱουδήποτε μέρους αὐτοῦ, τοῦ ὁποίου ἡ δικαιοδοσία θὰ καθορίζεται εἰς τὴν γνωστοποίησιν, ὡς προελέχθη.

δ) «Ὑπεργολάβος» σημαίνει ἑταιρείαν ἢ κοινοπραξίαν ἑταιρειῶν, ἥτις θὰ ἀναδειχθῇ κατόπιν μειοδοτικοῦ διαγωνισμοῦ κατὰ τὸν ὅρον 13 τῶν Εἰδικῶν Ὅρων, ἐργολάβος ἐκτελέσεως τμήματος ἢ τοῦ συνόλου τοῦ ἔργου.

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

στ) «Σύμβασις» εἶναι οἱ ὅροι τοῦ Συμβολαίου οἱ συμφωνηθέντες μεταξὺ Ἰδιοκτήτου καὶ Ἀναδόχου τὴν 29ην Ὀκτωβρίου 1968 μὲ ὅλα τὰ ἐν αὐτῷ Παραρτήματα, ἤτοι:

I) Παράρτημα «Α»: Εἰδικοὶ Ὅροι Συμβάσεως.

II) Παράρτημα «Β»: Γενικοὶ Ὅροι Συμβάσεως.

III) Παράρτημα «Γ»: Σχεδιαγράμματα καὶ Σχέδια.

IV) Παράρτημα «Δ»: Τεχνικαὶ Προδιαγραφαὶ (περιλαμβάνουσαι ὅρους ἀφορῶντας τὰ τεχνικὰ θέματα τῆς κατασκευῆς καὶ πίνακα τῶν ἐργασιῶν).

V) Παράρτημα «Ε»: Πίναξ προθεσμιῶν ἐμφαίνων τὰς καθ' ἕκαστα προθεσμίας περατώσεως τῆς Τεχνικῆς Μελέτης καὶ κατασκευῆς τῆς Ὁδοῦ.

ζ) «Ἐργασίαι ἢ Ἔργον» εἶναι αἱ ἐκτελεσθησόμεναι ἐργασίαι συμφώνως πρὸς τὴν Σύμβασιν.

η) «Κατασκευαστικὸς Ἐξοπλισμὸς» εἶναι ἅπαντα τὰ μηχανήματα ἢ ἀντικείμενα οἱασδήποτε φύσεως, τὰ ἀναγκαῖα διὰ τὴν κατασκευήν, συμπλήρωσιν ἢ συντήρησιν τοῦ Ἔργου ἢ τῶν προσωρινῶν Ἔργων (ὡς ταῦτα ὁρίζονται κατωτέρω). Εἰς τὸν ἐξοπλισμὸν δὲν περιλαμβάνονται τὰ κύρια ἢ βοηθητικὰ ὑλικὰ τὰ ἀποτελοῦντα ἢ προοριζόμενα νὰ ἀποτελέσουν μέρος τῶν μονίμων Ἔργων.

θ) «Βοηθητικὰ ἔργα» εἶναι τὰ πάσης φύσεως προσωρινὰ ἔργα τὰ ἀπαραίτητα διὰ τὴν ἐκτέλεσιν, ἀποπεράτωσιν καὶ συντήρησιν τῶν Ἔργων.

ι) «Σχεδιαγράμματα ἢ Σχέδια» εἶναι τὰ Σχεδιαγράμματα ἢ τὰ Σχέδια τὰ περιλαμβανόμενα εἰς τὸ Παράρτημα «Γ» τῆς Συμβάσεως ὡς καὶ οἱαδήποτε τροποποίησις αὐτῶν ἤθελε χορηγηθῇ ἀπὸ καιροῦ εἰς καιρὸν ὑπὸ τοῦ Ἀναδόχου, ἐγκρινομένη ἐν πάσῃ περιπτώσει ὑπὸ τοῦ Ἰδιοκτήτου.

ια) «Ἐργοτάξιον» νοεῖται τὸ ἔδαφος καὶ πᾶν κτῖσμα κείμενον ἐπί, ὑπὸ ἢ ἐντὸς αὐτοῦ ἢ ἐνδιαμέσου χώρου, ἐπὶ τοῦ ὁποίου θὰ ἐκτελεσθῇ τὸ Ἔργον, ὡς καὶ πᾶν ἄλλο γήπεδον ἢ θέσις παραχωρούμενα ὑπὸ τοῦ Ἰδιοκτήτου διὰ τοὺς σκοποὺς τῆς Συμβάσεως, καθὼς καὶ τὰ εἰδικῶς ἐν τῷ Συμβολαίῳ, σαφῶς ἀναγραφόμενα ὡς ἀποτελοῦντα μέρος τοῦ Ἐργοταξίου.

ιβ) «Ἐγκεκριμένον» σημαίνει ἐγκεκριμένον ἐγγράφως, περιλαμβανομένης καὶ μεταγενεστέρας ἐγγράφου βεβαιώσεως κατόπιν προηγηθείσης προφορικῆς ἐγκρίσεως. «Ἔγκρισις» σημαίνει ἔγγραφον ἔγκρισιν, περιλαμβάνουσαν καὶ τὰ ἐν τοῖς πρόσθεν ἀναφερθέντα.

ιγ) «Κατ' ἀποκοπὴν ἀξία τμήματος ὁδοῦ» σημαίνει τὴν ὁλικὴν ἀξίαν τῆς προσφορᾶς τοῦ ὑπεργολάβου, λαμβανομένων ὑπ' ὄψιν τῶν διατάξεων τοῦ ἄρθρου 16 τῶν Εἰδικῶν Ὅρων.

Ἑνικὸς καὶ πληθυντικός:

2) Λέξεις χρησιμοποιούμεναι εἰς τὸν ἑνικὸν συμπεριλαμβάνουν καὶ τὸν πληθυντικὸν καὶ ἀντιθέτως, ὅπου ἐκ τῶν συνεκφραζομένων ἀπαιτεῖται τοῦτο.

Συνοπτικοὶ τίτλοι ἢ σημειώσεις περιθωρίου:

3) Οἱ εἰς τὸ περιθώριον τίτλοι ἢ σημειώσεις τῶν Εἰδικῶν Ὅρων τῆς Συμβάσεως καὶ αὐτῶν τούτων τῶν Ὅρων τῆς Συμβάσεως δὲν θὰ θεωροῦνται ὡς μέρος αὐτῶν ἢ δὲν θὰ λαμβάνωνται ὑπ' ὄψει διὰ τὴν ἑρμηνείαν ἢ τὴν ἐπεξήγησιν αὐτῶν ἢ τῆς Συμβάσεως.

ΥΠΕΡΓΟΛΑΒΟΣ, ΑΝΑΔΟΧΟΣ, ΕΠΟΠΤΗΣ ΜΗΧΑΝΙΚΟΣ ΚΑΙ ΙΔΙΟΚΤΗΤΗΣ

2. Ὑπεργολάβος:

1) α) Ἐπειδὴ αἱ ὑποχρεώσεις τοῦ Ἀναδόχου αἱ ἀφορῶσαι τὴν κατασκευὴν τῆς Ὁδοῦ θὰ ἀνατεθοῦν, ὡς προελέχθη, ὑπ' αὐτοῦ εἰς τὸν ὑπεργολάβον, τῇ ἐγκρίσει τοῦ Ἰδιοκτήτου, ἅπασαι αἱ ὑποχρεώσεις τοῦ Ἀναδόχου πρὸς τὸν Ἰδιοκτήτην καὶ ἅπασαι αἱ ὑποχρεώσεις τοῦ Ἰδιοκτήτου πρὸς τὸν Ἀνάδοχον συνεπείᾳ καὶ συμφώνως πρὸς τοὺς Εἰδικοὺς Ὅρους, αἱ ἀφορῶσαι τὴν κατασκευὴν συμπλήρωσιν καὶ συντήρησιν τῆς Ὁδοῦ, ἐξαιρέσει τῶν ἐν ἐδαφίῳ β κατωτέρω ἀναφερομένων ὑποχρεώσεων θὰ θεωροῦνται ὡς ἀποτελοῦσαι ἐπίσης καὶ ὑποχρεώσεις τοῦ Ὑπεργολάβου ἔναντι τοῦ Ἰδιοκτήτου ὡς καὶ ὑποχρεώσεις τοῦ Ἰδιοκτήτου ἔναντι τοῦ Ὑπεργολάβου, ἀναλόγως τῆς περιπτώσεως, ὁ δὲ Ὑπεργολάβος θὰ εἶναι ὑπεύθυνος διὰ τὴν κατασκευὴν τῆς Ὁδοῦ συμφώνως πρὸς τοὺς ὅρους τῆς Συμβάσεως.

β) Ἐν πάσῃ περιπτώσει ὁ Ἀνάδοχος εὐθύνεται ἔναντι τοῦ Ἰδιοκτήτου διὰ τὴν μελέτην, ἐπίβλεψιν καὶ διοίκησιν διὰ τὴν κατασκευὴν συμπλήρωσιν καὶ συντήρησιν τῆς Ὁδοῦ καὶ διὰ τὴν συμφώνως πρὸς τὸν ὅρον 4 τῆς Συμβάσεως ἐκπλήρωσιν ἁπασῶν τῶν ὑποχρεώσεων αὐτοῦ.

Ὑποχρεώσεις καὶ Δικαιώματα Ἀναδόχου:

2) Ὁ Ἀνάδοχος, ἐνεργῶν ἐν προκειμένῳ ὡς ἐντολοδόχος τοῦ Ἰδιοκτήτου, θὰ ἐπιβλέπῃ, διευθύνῃ καὶ διοικῇ τὴν ὑπεργολαβικὴν ἐκτέλεσιν τοῦ Ἔργου.

Ἐν τῇ ἐκτελέσει τῶν ἀνωτέρω ὑποχρεώσεών του ὁ Ἀνάδοχος ὑποχρεοῦται καὶ δικαιοῦται ὅπως προβαίνῃ ἐγκαίρως εἰς τὰς ἀπαιτουμένας ἑκάστοτε ἐνεργείας διὰ τὴν συμφώνως πρὸς τοὺς ὅρους τῆς Συμβάσεως καλὴν καὶ ἐμπρόθεσμον ἐκτέλεσιν τοῦ Ἔργου.

Μεταξὺ τῶν ἀνωτέρω ὑποχρεώσεων καὶ δικαιωμάτων τοῦ Ἀναδόχου περιλαμβάνεται ὑποχρεωτικῶς ἀλλ' οὐχὶ περιοριστικῶς ἡ ἐκτέλεσις τῶν κατωτέρω καθηκόντων ὑπὸ τὸν περιορισμὸν τοῦ ἄρθρου 3 τοῦ παρόντος.

α. Προετοιμασία καὶ διεξαγωγὴ τῶν μειοδοτικῶν διαγωνισμῶν κατὰ τὰ ἐν ὅρῳ 13 τοῦ Παραρτήματος «Α» ὁριζόμενα.

β. Ἐγκατάστασις τῶν Ὑπεργολάβων ἐν Ἔργῳ.

γ. Τεχνικὴ παρακολούθησις καὶ ἐπίβλεψις τῆς ἐκτελέσεως τοῦ ἔργου ἑκάστου Ὑπεργολάβου.

δ. Ἐπίλυσις πάσης φύσεως τεχνικῶν προβλημάτων παρουσιασθησομένων κατὰ τὴν ἐκτέλεσιν τῶν Ἔργων.

ε. Σύνταξις Πρωτοκόλλων Νέων Τιμῶν Μονάδος.

στ. Ἔλεγχος ἐπιμετρητικῶν στοιχείων.

ζ. Ἔλεγχος μηνιαίων λογαριασμῶν πληρωμῆς.

η. Παραλαβὴ τοῦ ὑπὸ ἑκάστου ὑπεργολάβου ἐκτελεσθέντος ἔργου.

θ. Κατάστρωσις τοῦ γενικοῦ προγράμματος ἐκτελέσεως τῶν ἔργων καὶ συντονισμὸς τῶν ὑπεργολαβιῶν.

ι. Γενικῶς λῆψις πάσης διοικητικῆς καὶ τεχνικῆς Ἀποφάσεως ἐπιβαλλομένης ἐν τῷ πνεύματι τῆς τε παρούσης Συμβάσεως καὶ τῆς ὑπεργολαβικῆς τοιαύτης καὶ ἀποσκοπούσης εἰς τὴν καλὴν καὶ ἐμπρόθεσμον ἐκτέλεσιν τοῦ Ἔργου.

ια) Προμήθεια τοῦ ἀπαιτουμένου κατασκευαστικοῦ ἐξοπλισμοῦ διὰ διεθνοῦς μειοδοτικοῦ διαγωνισμοῦ μεταξὺ τῶν χωρῶν ἐξ ὧν προέργεται ἡ ἐκ τοῦ ἐξωτερικοῦ χρηματοδότησις ὡς ἐν ὅρῳ 8 τοῦ Παραρτήματος «Α» ὁρίζεται, ἐξαιρουμένου τοῦ μηχανικοῦ ἐξοπλισμοῦ ὁ ὁποῖος δὲν κατασκευάζεται εἰς τὰς χρηματοδοτούσας χώρας καὶ οὗτινος ἡ προμήθεια θὰ γίνεται κατόπιν διαγωνισμοῦ.

3) Οὐδεμίαν ἐξουσίαν ἔχει ὁ Ἀνάδοχος ὅπως ἀπαλλάξῃ τοὺς Ὑπεργολάβους οἱασδήποτε τῶν συμβατικῶν ὑποχρεώσεών των ἐκτὸς ὅπου τοῦτο ρητῶς ἀναφέρεται κατωτέρω ἐν τῷ Συμβολαίῳ ἢ νὰ διατάξῃ ἐργασίας συνεπαγομένας καθυστέρησιν τῶν Ἔργων ἢ καθ' ὑπέρβασιν πληρωμῆς ἐκ μέρους τοῦ Ἰδιοκτήτου, ἢ νὰ προβῇ εἰς τὸν μονομερῆ καθορισμὸν Νέων Τιμῶν Μονάδος ἢ νὰ ἐπιφέρῃ οἱανδήποτε μεταβολὴν εἰς τὰ Ἔργα. Τοιαῦται ἀποφάσεις συνεπαγόμεναι προσθέτους οἰκονομικὰς ἐπιβαρύνσεις τοῦ Ἰδιοκτήτου πέραν τῶν προβλεπομένων τοιούτων ὑπὸ τῆς Ὑπεργολαβικῆς Συμβάσεως, παράτασιν τῶν προθεσμιῶν, τροποποιήσεις τῆς μελέτης, ὑπόκεινται πάντοτε εἰς προηγουμένην ἔγκρισιν τοῦ Ἐπόπτου Μηχανικοῦ κατὰ τὰ ἐν ἄρθρῳ 3 τοῦ παρόντος ὁριζόμενα.

4) Ὁ Ἀνάδοχος δύναται ἀπὸ περιπτώσεως εἰς περίπτωσιν νὰ μεταβιβάζῃ γραπτῶς οἱανδήποτε τῶν ἀνατεθεισῶν εἰς αὐτὸν ἐξουσιῶν καὶ πληρεξουσιοτήτων εἰς ἐκπρόσωπον αὐτοῦ. Οἱαδήποτε ἔγγραφος ἐντολὴ ἢ ἔγκρισις, διδομένη ὑπὸ τοῦ ἐκπροσώπου τοῦ Ἀναδόχου εἰς τὸν Ὑπεργολάβον ἐντὸς τῶν προθεσμιῶν τῆς πληρεξουσιότητός του (ἀλλὰ μόνον κατὰ τὴν διάρκειαν αὐτῆς), δεσμεύει τόν τε Ὑπεργολάβον καὶ τὸν Ἰδιοκτήτην, ὡς ἐὰν ἐδόθησαν ὑπ' αὐτοῦ τούτου τοῦ Ἀναδόχου.

Πάντως θεωροῦνται τὰ κάτωθι συμφωνηθέντα:

α) Παράλειψις τοῦ ἐκπροσώπου τοῦ Ἀναδόχου νὰ ἀπορρίψῃ οἱανδήποτε ἐργασίαν ἢ ὑλικὰ δὲν ἀποκλείει τὸ δικαίωμα τοῦ Ἀναδόχου νὰ ἀπορρίψῃ ταῦτα ἐκ τῶν ὑστέρων καὶ νὰ διατάξῃ τὴν κατεδάφισίν των, τὴν ἀφαίρεσίν των ἢ τὴν καταστροφὴν αὐτῶν.

β) Ἐὰν ὁ Ὑπεργολάβος δὲν εἶναι ἱκανοποιημένος ἐξ οἱασδήποτε ἀποφάσεως τοῦ Ἐκπροσώπου τοῦ Ἀναδόχου, ἔχει τὸ δικαίωμα νὰ ἀναφέρῃ τοῦτο εἰς τὸν Ἀνάδοχον, ὅστις ἐπικυροῖ, ἀνατρέπει ἢ τροποποιεῖ τὴν ρηθεῖσαν ἀπόφασιν.

5) Κατὰ τὴν ἐνάσκησιν τῶν καθηκόντων του, ὡς Ἐπιβλέποντος καὶ Διευθύνοντος τὰ ἔργα, ὡς ἀνωτέρω ἀναφέρεται, ὁ Ἀνάδοχος θὰ ἐνεργῇ ὡς Ἐκπρόσωπος τοῦ Ἐπόπτου Μηχανικοῦ καὶ τοῦ Ἰδιοκτήτου καὶ αἱ οἱαιδήποτε ἀποφάσεις καὶ ἄλλαι ἐνέργειαί του δεσμεύουν πλήρως τὸν Ἐπόπτην Μηχανικὸν καὶ τὸν Ἰδιοκτήτην λαμβανομένων ὑπ' ὄψει ὁπωσδήποτε καὶ εἰς πᾶσαν περίπτωσιν τῶν ἐπιφυλάξεων τῆς παραγρ. 3 τοῦ παρόντος ὅρου καὶ τῶν δικαιωμάτων τοῦ Ἐπόπτου Μηχανικοῦ ὡς εἰς τὸν ὅρον 3 τοῦ παρόντος ἀναφέρεται.

6) Ὁ Ἀνάδοχος θὰ χορηγήσῃ εἰς τὸν Ἐπόπτην Μηχανικὸν ἐντὸς διαστήματος οὐχὶ μεγαλυτέρου τῶν 10 ἡμερῶν μετὰ τὸ τέλος ἑκάστου μηνὸς καὶ καθ' ὅλην τὴν περίοδον τῆς διαρκείας τῆς Συμβάσεως, ἔγγραφον ἔκθεσιν περιλαμβάνουσαν λεπτομερῶς τὰ τῆς προόδου τῶν Ἔργων τοῦ παρελθόντος μηνὸς καὶ τὰς προβλεπομένας ἐνεργείας τοῦ Ἀναδόχου τὰς ἀφορώσας τὴν Ἐπίβλεψιν καὶ τὴν Διεύθυνσιν τῶν Ἔργων. Ὁ Ἀνάδοχος δύναται ἐπίσης νὰ εἰσηγῆται ἐγγράφως ὁποτεδήποτε εἰς τὸν Ἐπόπτην Μηχανικὸν προκειμένου περὶ θεμάτων ἀπαιτούντων προηγουμένην ἔγκρισιν, ὡς καθορίζονται ταῦτα ἐν παραγράφῳ (3) τοῦ παρόντος ὅρου.

3. Δικαιώματα καὶ Ὑποχρεώσεις Ἐπόπτου Μηχανικοῦ:

Ὁ Ἐπόπτης Μηχανικὸς θὰ ἔχῃ τὸ δικαίωμα νὰ ἀκυρώσῃ ἢ νὰ τροποποιήσῃ οἱανδήποτε ἀπόφασιν ἢ ἐνέργειαν τοῦ Ἀναδόχου ἢ τοῦ Ἐκπροσώπου τοῦ Ἀναδόχου σχετικὴν μὲ τὴν Ἐπίβλεψιν καὶ Διεύθυνσιν τῶν Ἔργων. Οἱαδήποτε τοιαύτη ἀκύρωσις ἢ τροποποίησις θὰ γίνηται ἐγγράφως ἀπὸ τὸν Ἐπόπτην Μηχανικὸν πρὸς τὸν Ἀνάδοχον καὶ αὕτη θὰ κοινοποιῆται ὑπὸ τούτου εἰς τὸν Ὑπεργολάβον, θὰ ἐπιβλέπῃ δὲ καὶ θὰ διευθύνῃ οὗτος ἅπασας τὰς σχετικὰς ἐνεργείας αἱ ὁποῖαι θὰ πρέπει νὰ ἀναληφθοῦν ὑπὸ τοῦ Ὑπεργολάβου σχετικῶς μὲ τὰς τοιαύτας παρατηρήσεις τοῦ Ἐπόπτου Μηχανικοῦ. Ἐὰν ὁ Ἐπόπτης Μηχανικὸς ἤθελε παραλείψῃ νὰ κάμῃ εἰς τὸν Ἀνάδοχον οἱανδήποτε τοιαύτην ἀνακοίνωσιν, περὶ ἀκυρώσεως ἢ τροποποιήσεως σχετιζομένης μὲ οἱονδήποτε θέμα ἀναφερόμενον εἰς τὴν μηνιαίαν ἔκθεσιν τὴν ὑποβαλλομένην ὑπὸ τοῦ Ἀναδόχου εἰς τὸν Ἐπόπτην Μηχανικὸν ἢ εἰς οἱανδήποτε ἔγγραφον εἰσήγησιν τοῦ Ἀναδόχου ὡς ἐν παραγράφῳ (6) τοῦ ὅρου 2, ἐντὸς προθεσμίας δέκα πέντε ἡμερῶν ἀπὸ τῆς ἡμερομηνίας λήψεως ὑπὸ τοῦ Ἐπόπτου Μηχανικοῦ οἱασδήποτε τοιαύτης μηνιαίας ἐκθέσεως ἢ εἰσηγήσεως. Ὅλαι αἱ ἐνέργειαι καὶ ἀποφάσεις τοῦ Ἀναδόχου διαρκούσης τῆς περιόδου, εἰς ἣν ἀναφέρεται ἡ μηνιαία Ἔκθεσις ἢ αἱ εἰσηγήσεις αὐτοῦ θὰ θεωροῦνται ὡς τελικῶς καὶ πλήρως δεσμεύουσαι τὸν Ἰδιοκτήτην, τὸν Ἐπόπτην Μηχανικόν, τὸν Ἀνάδοχον καὶ τὸν Ὑπεργολάβον, ὁ δὲ Ἰδιοκτήτης ἢ ὁ Ἐπόπτης Μηχανικὸς δὲν θὰ ἔχουν τὸ δικαίωμα νὰ ἐπαναφέρουν οἱονδήποτε τοιοῦτον θέμα.

4. Ὑπεργολαβία:

Ὁ Ὑπεργολάβος δὲν δύναται νὰ ἐκχωρήσῃ εἰς ἕτερον ὑπεργολάβον τὸ σύνολον τοῦ Ἔργου. Ὁ Ὑπεργολάβος δὲν δύναται νὰ ἐκχωρήσῃ εἰς ἕτερον ὑπεργολάβον μέρος τῶν Ἔργων ἄνευ προηγουμένης ἐγγράφου ἠτιολογημένης συνεναίσεως τοῦ Ἀναδόχου καὶ κατόπιν ἐγκρίσεως ὑπὸ τοῦ Ἰδιοκτήτου. Ἡ οὕτω παρεχομένη συναίνεσις δὲν ἀπολλάσσει τὸν Ὑπεργολάβον τῶν εὐθυνῶν του ἢ τῶν συμβατικῶν ὑποχρεώσεών του, παραμένει δὲ οὗτος πλήρως ὑπεύθυνος διὰ τὰς ἐνεργείας, παραλείψεις ἢ ἀμελείας τῶν ὑπεργολάβων, ἀντιπροσώπων των, ὑπηρετῶν ἢ ἐργατῶν αὐτῶν. Διευκρινίζεται ὅτι ἡ παροχὴ ἐργασίας κατ' ἀποκοπὴν δὲν θεωρεῖται ὑπεργολαβία ὑπὸ τὴν ἔννοιαν τοῦ παρόντος ὅρου.

ΥΠΕΡΓΟΛΑΒΙΚΗ ΕΚΤΕΛΕΣΙΣ ΤΟΥ ΕΡΓΟΥ ΓΕΝΙΚΟΙ ΟΡΟΙ ΔΙΕΞΑΓΩΓΗΣ ΔΙΑΓΩΝΙΣΜΩΝ

5. Συμμετοχὴ εἰς τὴν Δημοπρασίαν:

1) Ἡ ὑπεργολαβικὴ ἐκτέλεσις τοῦ ἔργου θὰ γίνῃ διὰ διεθνῶν μειοδοτικῶν διαγωνισμῶν μεταξὺ Ἑλλήνων καὶ ἀλλοδαπῶν ἐργολάβων ἐγγεγραμμένων εἰς ἐγκεκριμένον κατάλογον ὡς ἐν ὅρῳ 13 (α) τοῦ Προγράμματος «Α» ὁρίζεται.

Τεύχη Δημοπρατήσεως.

2) Αἱ δημοπρασίαι θὰ διενεργηθοῦν βάσει τῶν ὑπὸ τοῦ Ἀναδόχου συνταχθησομένων ἢ ἀναθεωρηθησομένων μελετῶν, καὶ ἁρμοδίως ἐγκριθεισῶν ὡς εἰς τὸ μέρος ΙΙ τοῦ παρόντος Παραρτήματος ὁρίζεται.

Ἡ ὡς ἄνω μελέτη θὰ περιλαμβάνῃ πλὴν τῶν τεχνικοῦ περιεχομένου σχεδίων καὶ τευχῶν καὶ τὰ συμβατικὰ τεύχη δημοπρατήσεως.

Μυστικαὶ Δημοπρασίαι.

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

Διεξαγωγὴ τῆς Δημοπρασίας.

4) Αἱ δημοπρασίαι θὰ διεξαχθοῦν ἐκ μέρους τοῦ Ἀναδόχου ὑπὸ ἁρμοδίας τριμελοῦς ἐπιτροπῆς ἀπαρτιζομένης ἐκ Πολιτικῶν Μηχανικῶν ὁρισθησομένων ὑπὸ τοῦ Ἀναδόχου.

Ἔγκρισις Δημοπρασίας.

5) Αἱ τελικαὶ εἰσηγήσεις τῆς Ἐπιτροπῆς καὶ τοῦ Ἀναδόχου ὑποβάλλονται εἰς τὸν Ἰδιοκτήτην ἐντὸς ἑπτὰ ἡμερῶν ἀπὸ τῆς ἡμέρας διεξαγωγῆς τῆς Δημοπρασίας.

Ὁ Ἰδιοκτήτης παρέχει τὴν ἀπαραίτητον ἔγκρισιν ἢ ἀπόρριψιν τοῦ ἀποτελέσματος τοῦ διαγωνισμοῦ ἐντὸς 25 ἡμερῶν ἀπὸ τῆς εἰς αὐτὸν ὑποβολῆς τῶν σχετικῶν εἰσηγήσεων. Ἐντὸς 10 ἡμερῶν ἀπὸ τῆς κοινοποιήσεως εἰς τὸν Ἀνάδοχον τῆς περὶ ἐγκρίσεως τῆς Δημοπρασίας ἀποφάσεως καλεῖται ὑπὸ τοῦ Ἀναδόχου ὁ ἀνακηρυχθεὶς ὑπεργολάβος διὰ τὴν ὑπογραφὴν τοῦ ὑπεργολαβικοῦ Συμφωνητικοῦ ὅπερ ὑπογράφεται μεταξὺ ἀφ' ἑνὸς μὲν τοῦ Ἰδιοκτήτου καὶ τοῦ Ἀναδόχου, ἀφ' ἑτέρου δὲ τοῦ Ὑπεργολάβου.

ΕΓΓΡΑΦΑ ΤΗΣ ΣΥΜΒΑΣΕΩΣ

6. Ἀμοιβαιότης Ἑρμηνείας Ἐγγράφων:

1) Ἐκτὸς ἐὰν ἄλλως προβλέπεται, καὶ καθ' ἣν ἔκτασιν προβλέπεται ἐν τῇ Συμβάσει, αἱ διατάξεις τῶν Εἰδικῶν Ὅρων τῆς Συμβάσεως θὰ ὑπερισχύουν πάντων τῶν ἄλλων ἐγγράφων τῶν ἀποτελούντων μέρος τῆς Συμβάσεως. Συμφώνως πρὸς τὰ ἀνωτέρω, τὰ διάφορα ἔγγραφα τὰ ἀποτελοῦντα τὴν Σύμβασιν λαμβάνονται ὡς ἀμοιβαίως ἑρμηνευτικὰ ἀλλήλων. Ἐν περιπτώσει ἀμφιβολίας ἢ διαφωνιῶν, αὗται ἑρμηνεύονται καὶ προσαρμόζονται ὑπὸ τοῦ Ἀναδόχου ὅστις δίδει ὁδηγίας εἰς τὸν Ὑπεργολάβον διὰ τὸν τρόπον ἐκτελέσεως τῶν ἐργασιῶν. Ἐὰν τῇ προτάσει τοῦ Ἀναδόχου καὶ τῇ ἐγκρίσει εἰς πᾶσαν περίπτωσιν τοῦ Ἐπόπτου ἡ συμμόρφωσις πρὸς τὰς ἐν λόγῳ ὁδηγίας συνεπάγεται διὰ τὸν Ὑπεργολάβον οἱανδήποτε δαπάνην, τὴν ὁποίαν δὲν ἠδύνατο λόγῳ τῶν ἀνωτέρω ἀμφιβολιῶν ἢ διαφωνιῶν, δικαιολογημένως νὰ προβλέψῃ οὗτος, ὁ Ἀνάδοχος βεβαιοῖ τοῦτο καὶ ὁ Ἰδιοκτήτης καταβάλλει πᾶν ἐπιπρόσθετον δεδικαιολογημένον ποσὸν καλύπτον τὴν ὡς ἄνω δαπάνην.

ΣΧΕΔΙΑ

7. Φύλαξις τῶν Σχεδίων:

1) Τὰ Σχεδιαγράμματα, ὅταν ὑποβληθοῦν ὑπὸ τοῦ Ἀναδόχου, παραμένουν ὑπὸ τὴν ἀποκλειστικὴν φύλαξιν αὐτοῦ. δύο ὅμως ἀντίγραφα τούτων παρέχονται δωρεὰν εἰς τὸν Ὑπεργολάβον. Ὁ Ὑπεργολάβος δαπάναις του, δύναται νὰ ἔχῃ ὁσαδήποτε ἐπὶ πλέον ἀντίτυπα χρειάζεται. Κατὰ τὴν ἀποπεράτωσιν τῆς Συμβάσεως ὁ Ὑπεργολάβος ἐπιστρέφει εἰς τὸν Ἀνάδοχον ὅλα τὰ παραδοθέντα εἰς αὐτόν, συμφώνως πρὸς τὴν σύμβασιν Σχέδια, ἐὰν ζητηθοῦν. Ὁ Ὑπεργολάβος θὰ εἰδοποιῇ ἐγγράφως τὸν Ἀνάδοχον ἢ τὸν Ἐκπρόσωπον τούτου περὶ παντὸς ἐπὶ πλέον Σχεδίου ἢ Προδιαγραφῶν ἀπαραιτήτων εἰς αὐτὸν διὰ τὴν ἐκτέλεσιν τῶν Ἔργων, βάσει τῆς Συμβάσεως.

Διατήρησις εἰς τὸ Ἐργοτάξιον ἀνὰ ἑνὸς ἀντιτύπου τῶν Σχεδίων.

2) Ἀνὰ ἓν ἀντίτυπον τῶν ὡς ἄνω χορηγηθέντων εἰς τὸν Ὑπεργολάβον Σχεδίων δέον νὰ φυλάσσηται ὑπὸ τούτου εἰς τὸ Ἐργοτάξιον καὶ νὰ εἶναι πάντοτε διαθέσιμον πρὸς θεώ-

ησιν ἢ χρησιμοποίησιν ὑπὸ τοῦ Ἀναδόχου ἢ τοῦ Ἐκπροσώπου αὐτοῦ ἢ οἱουδήποτε ἄλλου προσώπου ἐξουσιοδοτημένου ἐγγράφως ὑπὸ τοῦ Ἀναδόχου.

8. Περαιτέρω Σχέδια καὶ Ὁδηγίαι:

Ὁ Ἀνάδοχος ἔχει πλήρη ἐξουσίαν καὶ ἁρμοδιότητα νὰ προβιάσῃ τὸν Ὑπεργολάβον περιοδικῶς, κατὰ τὴν διάρκειαν τῶν Ἔργων μὲ περαιτέρω σχέδια καὶ ὁδηγίας ἀναγκαίας διὰ τὴν καλὴν καὶ κατάλληλον πρὸς τὸν σκοπὸν τῶν Ἔργων ἐκτέλεσιν καὶ συντήρησιν αὐτῶν, ὁ δὲ Ὑπεργολάβος ὑποχρεοῦται νὰ συμμορφοῦται ἀπαρεγκλίτως πρὸς ταύτας.

ΓΕΝΙΚΑΙ ΥΠΟΧΡΕΩΣΕΙΣ

9. Ἐπιθεώρησις Ἔργων:

Τὰ παραρτήματα «Γ», «Δ» καὶ «Ε» τῆς Συμβάσεως θὰ βασίζωνται ἐπὶ τῶν δεδομένων, ὅσον ἀφορᾷ ὑδρολογικάς, κλιματολογικὰς καὶ φυσικὰς συνθήκας, τῶν χορηγηθέντων ὑπὸ τοῦ Ἰδιοκτήτου, ὡς ταῦτα ἐβεβαιώθησαν ὑπὸ τοῦ Ἀναδόχου κατὰ τὴν Μελέτην καὶ Σχεδίασιν τῶν Ἔργων, καὶ ὡς καθωρίσθη εἰς τὸ μέρος ΙΙ τῶν ὅρων τοῦ παρόντος Συμβολαίου. Δέον ἐν τούτοις ὁ Ὑπεργολάβος νὰ ἐπισκεφθῇ καὶ ἐξετάσῃ τὰ Ἔργα καὶ τὴν περιοχὴν αὐτῶν (ἐφ' ὅσον τοῦτο εἶναι δυνατὸν) πρὸ τῆς ὑποβολῆς τιμῶν μονάδος καὶ κατ' ἀποκοπὴν ἀξίας διὰ τὰ διάφορα τμήματα τῆς Ὁδοῦ, ἀναλόγως τῆς μορφῆς καὶ τῆς φύσεως τοῦ ἐδάφους, νὰ ὑπολογίσῃ τὰς ποσότητας καὶ τὴν φύσιν τῶν ἐργασιῶν καὶ τῶν ἀναγκαιούντων ὑλικῶν διὰ τὴν συμπλήρωσιν τῶν Ἔργων, ὡς καὶ τὰ μέσα προσπελάσεως εἰς τὰ διάφορα Ἐργοτάξια, τὰς ἀπαιτουμένας διευθετήσεις καὶ γενικῶς νὰ λάβῃ ὅλας τὰς ἀναγκαίας πληροφορίας, ὡς πρὸς τοὺς ἐνδεχομένους κινδύνους, ἀπρόβλεπτα ἢ ἄλλας συνθήκας αἱ ὁποῖαι δύνανται νὰ ἐπηρεάσουν ἢ νὰ ἐπιδράσουν ἐπὶ τῶν ποσοτήτων ἐργασιῶν, τιμῶν μονάδος καὶ κατ' ἀποκοπὴν ἀξίας διὰ τὰ διάφορα τμήματα τῆς Ὁδοῦ. Ἐξυπακούεται ἐν τούτοις, ὅτι οὐδὲν ἐκ τῶν ὡς ἄνω ἀναφερομένων θὰ προδικάσῃ τὸ δικαίωμα τοῦ Ὑπεργολάβου νὰ ζητήσῃ μεταβολὴν τῆς κατ' ἀποκοπὴν ἀνὰ οἱονδήποτε τμῆμα ἀξίας, ὅπου ἡ Μελέτη καὶ τὰ Σχέδια τοῦ Ἀναδόχου ἀφοροῦν προδιαγραφὰς διαφερούσας τῶν τοιούτων ἐφ' ὧν ὁ Ὑπεργολάβος ἐβασίσθη διὰ τὸν ὑπολογισμὸν τῶν ποσοτήτων ἐργασιῶν, τιμῶν μονάδος καὶ κατ' ἀποκοπὴν ἀνὰ τμῆμα ἀξίας, ἡ δὲ καταβολὴ ὑπὸ τοῦ Ὑπεργολάβου ἑνὸς τοιούτου καθ' ὑπέρβασιν ποσοῦ, κατὰ τὴν ἐκτέλεσιν, διὰ τὰ Ἔργα καὶ ἡ ἀντίστοιχος πληρωμὴ τοῦ ποσοῦ τούτου εἰς τὸν Ὑπεργολάβον θὰ συντελεσθῇ συμφώνως πρὸς τὰς διατάξεις τοῦ ὅρου 10 ὡς κατωτέρω.

10. Ἀντίξοοι Φυσικαὶ Συνθῆκαι, Τεχνικὰ Ἐμπόδια καὶ Ἀνεπάρκεια τῶν Προδιαγραφῶν:

Θεωρεῖται ὅτι ὁ Ὑπεργολάβος, προτοῦ ὑποβάλῃ τὴν προσφοράν του ἐξήτασε τὸν πίνακα ποσοτήτων ἐργασιῶν καὶ τιμῶν μονάδος καὶ τὴν κατ' ἀποκοπὴν ἀξίαν τῆς Ὁδοῦ καὶ ὅτι ἱκανοποιεῖται ὡς πρὸς τὴν ἀκρίβειαν καὶ ἐπάρκειαν αὐτῶν διὰ τὴν ὑποβολὴν τῆς προσφορᾶς του, ἐπὶ πλέον δὲ ὅτι αἱ ποσότητες ἐργασίας, αἱ τιμαὶ μονάδος καὶ αἱ κατ' ἀποκοπὴν ἀξίαι τῶν διαφόρων τμημάτων, ἐκτὸς ἂν ἄλλως προβλέπεται ἐν τῷ Συμβολαίῳ, καλύπτουν ἁπάσας τὰς συμβατικὰς ὑποχρεώσεις του καὶ ἁπάσας τὰς περιπτώσεις καὶ τὰ εἴδη τὰ ἀναγκαιοῦντα διὰ τὴν καλὴν ἐκτέλεσιν καὶ συντήρησιν τῶν Ἔργων. Ἐάν, ἐν τούτοις, κατὰ τὴν διάρκειαν τῆς ἐκτελέσεως τῶν Ἔργων, ὁ Ὑπεργολάβος ἀντιμετωπίσῃ φυσικὰς συνθήκας ἢ τεχνικὰ ἐμπόδια, τὰ ὁποῖα λογικῶς δὲν ἠδύναντο νὰ προβλεφθῶσιν ὑπὸ ἑνὸς πεπειραμένου Ἐργολήπτου ἢ ἐὰν αἱ προδιαγραφαὶ ἐφ' ὧν ὁ Ὑπεργολάβος ἐστήριξε τὰς ποσότητας ἐργασιῶν, τὰς τιμὰς μονάδος καὶ τὴν κατ' ἀποκοπὴν ἀξίαν τῆς Ὁδοῦ, μεταβληθῶσι διὰ νὰ προσαρμοσθοῦν πρὸς τὰς προδιαγραφὰς αἱ ὁποῖαι θὰ προκύψουν ἀπὸ τὰς Μελέτας καὶ τὰ Σχέδια τῶν Ἔργων, ὡς ἀναφέρεται εἰς τὸ τέλος τοῦ ἀνωτέρω ἄρθρου 9, ὁ Ὑπεργολάβος θὰ εἰδοποιήσῃ ἀμέσως περὶ τούτου ἐγγράφως τὸν Ἐκπρόσωπον τοῦ Ἀναδόχου καὶ ἐὰν κατὰ τὴν πρότασιν τοῦ Ἀναδόχου καὶ τῇ ἐγκρίσει εἰς πᾶσαν περίπτωσιν τοῦ Ἐπόπτου τοιαῦται συνθῆκαι ἢ φυσικὰ ἐμπόδια ἢ τοιαῦται μεταβολαὶ εἰς τὰς προδιαγραφὰς δὲν εἶχον λογικῶς προβλεφθῇ ὑπὸ πεπειραμένου Ἀναδόχου, ἐν τοιαύτῃ περιπτώσει ὁ Ἀνάδοχος θὰ πιστοποιήσῃ καὶ ὁ Ἰδιοκτήτης θὰ πληρώσῃ πᾶν ἐπὶ πλέον ποσὸν τὸ ὁποῖον ὁ Ὑπεργολάβος θὰ εἶχε πληρώσει λόγῳ τῶν τοιούτων νέων συνθηκῶν περιλαμβανομένων καὶ τῶν ἀντιστοίχων δικαιολογημένων δαπανῶν.

α) Διὰ τὴν συμμόρφωσιν πρὸς τὰς ἐντολὰς τὰς ὁποίας ὁ Ἀνάδοχος ἤθελεν ἐκδώσει πρὸς τὸν Ὑπεργολάβον ἐν σχέσει πρὸς τὰ ἀνωτέρω, καὶ

β) διὰ πᾶσαν κατάλληλον καὶ εὔλογον ἐνέργειαν ἐγκριθεῖσαν ὑπὸ τοῦ Ἀναδόχου, τὴν ὁποίαν ἤθελε λάβει ὁ Ὑπεργολάβος ἐλλείψει εἰδικῶν ὁδηγιῶν παρὰ τοῦ Ἀναδόχου λόγῳ τῶν ἀντιμετωπισθεισῶν συνθηκῶν ἢ ἐμποδίων ἢ λόγῳ μεταβολῶν εἰς τὰς προδιαγραφάς.

11. Ἡ Ἐργασία δέον νὰ ἱκανοποιῇ τὸν Ἀνάδοχον:

Ἐκτὸς τῆς περιπτώσεως φυσικῆς ἢ νομικῆς ἀδυναμίας ὁ Ὑπεργολάβος δέον νὰ ἐκτελέσῃ, ἀποπερατώσῃ καὶ συντηρήσῃ τὸ εἰς αὐτὸν ἀνατεθὲν ἔργον ἐν ἀπολύτῳ συμφωνίᾳ πρὸς τὴν Σύμβασιν καὶ κατὰ τρόπον ἱκανοποιοῦντα τὸν Ἀνάδοχον, συμμορφούμενος ἀπολύτως πρὸς τὰς ὑπ' αὐτοῦ διδομένας ἐντολὰς καὶ ὁδηγίας ἐπὶ παντὸς θέματος (εἴτε ρητῶς ἀναφερομένου ἐν τῷ Συμβολαίῳ, εἴτε μή), ὅπερ ἔχει σχέσιν ἢ ἀφορᾷ εἰς τὸ Ἔργον. Ὁ Ὑπεργολάβος θὰ δέχεται ἐντολὰς καὶ ὁδηγίαν μόνον ἀπὸ τὸν Ἀνάδοχον ἢ (ὑπὸ τοὺς περιορισμοὺς τοῦ ἀνωτέρω ὅρου 2) ἀπὸ τὸν Ἐκπρόσωπον αὐτοῦ.

12. Ὑποβολὴ Προγράμματος:

Ὁ Ὑπεργολάβος θὰ ὑποβάλῃ εἰς τὸν Ἀνάδοχον ἐγγράφως πρὸς ἔγκρισιν Πρόγραμμα ἐμφαῖνον τὴν πρόοδον ἐκτελέσεως τοῦ εἰς αὐτὸν ἀνατεθέντος ἔργου ἐντὸς τῶν συμβατικῶν προθεσμιῶν καὶ τοὺς τρόπους καὶ συστήματα κατασκευῆς. Τὸ Πρόγραμμα τοῦτο, δέον νὰ ὑποβληθῇ οὐχὶ βραδύτερον τῶν 40 (τεσσαράκοντα) ἡμερῶν ἀπὸ τῆς ἡμερομηνίας ἐγκαταστάσεώς του ἐν τῷ ἔργῳ.

13. Τεχνικὴ Ἐποπτεία ὑπὸ τοῦ Ὑπεργολάβου:

Ὁ Ὑπεργολάβος ὀφείλει νὰ διαθέτῃ ὅλον τὸ ἀναγκαῖον τεχνικὸν προσωπικὸν καθ' ὅλον τὸν χρόνον τῆς ἐκτελέσεως τοῦ ἔργου καὶ ἐπὶ τοσοῦτον χρόνον μετὰ ταῦτα, ὅσον ὁ Ἀνάδοχος ἤθελε θεωρήσει ἀναγκαῖον διὰ τὸν ἔλεγχον πραγματοποιήσεως τῶν ἐκ τῆς Συμβάσεως ὑποχρεώσεων τοῦ Ὑπεργολάβου. Ὁ Ὑπεργολάβος ἢ ὁ ὑπ' αὐτοῦ ἐξουσιοδοτημένος ἐκπρόσωπος Διπλωματοῦχος Πολιτικὸς Μηχανικός, ἐγγράφως ἐγκριθεὶς ὑπὸ τοῦ Ἀναδόχου (τοῦ ὁποίου ἡ ἔγκρισις δύναται νὰ ἀνακληθῇ ὁποτεδήποτε), ὀφείλει νὰ εὑρίσκεται συνεχῶς εἰς τὰς ἐργασίας καὶ νὰ ἀφιερώνῃ ὅλον τὸν χρόνον του εἰς τὴν διεύθυνσιν αὐτῶν. Εἰς περίπτωσιν ἀνακλήσεως τῆς ἐγκρίσεως ὑπὸ τοῦ Ἀναδόχου, ὁ Ὑπεργολάβος ὀφείλει τὸ δυνατὸν ταχύτερον (ἐν ὄψει τῶν κατωτέρω κανονισμῶν τῶν σχετικῶν μὲ τὴν ἀνωτέρω ἀντικατάστασιν) μετὰ τὴν λῆψιν τῆς γραπτῆς ἀναγγελίας τῆς ἀνακλήσεως, ν' ἀποσύρῃ τὸν Ἐκπρόσωπόν του ἀπὸ τὸ Ἐργοτάξιον, μὴ δυνάμενος πλέον νὰ χρησιμοποιήσῃ τοῦτον ἐκ νέου εἰς τὸ Ἐργοτάξιον ὑπὸ οἱανδήποτε ἰδιότητα, νὰ ἀντικαταστήσῃ δὲ αὐτὸν δι' ἄλλου τῆς ἐγκρίσεως τοῦ Ἀναδόχου. Ὁ Ἐκπρόσωπος οὗτος θὰ λαμβάνῃ, ἐν ὀνόματι τοῦ Ὑπεργολάβου, ἐντολὰς καὶ ὁδηγίας ἀπὸ τὸν Ἀνάδοχον ἢ ἀπὸ τὸν Ἐκπρόσωπον τοῦ Ἀναδόχου.

14. Προσωπικὸν τοῦ Ὑπεργολάβου:

1) Ὁ Ὑπεργολάβος θὰ προσκομίσῃ καὶ θὰ χρησιμοποιήσῃ διὰ τὴν ἐκτέλεσιν καὶ συντήρησιν τῶν Ἔργων:

α) Μόνον πεπειραμένον καὶ εἰδικευμένον τεχνικὸν προσωπικόν, καθὼς καὶ ἐργοδηγούς, τεχνίτας καὶ ἀρχιεργάτας ἱκανοὺς νὰ ἐκτελέσωσι τὰς ἀνατεθησομένας εἰς αὐτοὺς ἐργασίας.

β) Ἅπαν τὸ εἰδικευμένον, ἡμιειδικευμένον ἢ ἀνειδίκευτον ἐργατικὸν προσωπικόν, τὸ ὁποῖον εἶναι ἀναγκαῖον διὰ τὴν καλὴν καὶ ἔγκαιρον ἐκτέλεσιν καὶ συντήρησιν τῶν Ἔργων.

2) Ὁ Ἀνάδοχος ἔχει τὸ δικαίωμα νὰ ἀντιταχθῇ καὶ νὰ ζητήσῃ ἀπὸ τὸν Ὑπεργολάβον ὅπως ἀπομακρύνῃ πάραυτα ἀπὸ τὰ Ἔργα οἱονδήποτε πρόσωπον χρησιμοποιούμενον ὑπ' αὐτοῦ εἴτε διὰ τὴν ἐκτέλεσιν, εἴτε διὰ τὴν συντήρησιν τῶν ἐργασιῶν, τὸ ὁποῖον κατὰ τὴν γνώμην τοῦ Ἀναδόχου δὲν συμπεριφέρεται

καλῶς, ἢ εἶναι ἀκατάλληλον ἢ δεικνύει ἀμέλειαν περὶ τὰ καθήκοντά του ἢ τυγχάνει ὁπωσδήποτε ἀνεπιθύμητον ὑπ' αὐτοῦ. Τὸ ἐν λόγῳ πρόσωπον ἀπομακρυνόμενον δὲν δύναται νὰ χρησιμοποιηθῇ ἐκ νέου εἰς τὰς ἐργασίας ἄνευ γραπτῆς ἀδείας τοῦ Ἀναδόχου, ἀντικαθίσταται δὲ τὸ δυνατὸν ταχύτερον ὑπὸ ἑτέρου πεπειραμένου τῆς ἐγκρίσεως αὐτοῦ.

15. Χάραξις τῶν Ἔργων:

Ὁ Ὑπεργολάβος εἶναι ὑπεύθυνος διὰ τὴν ἀκριβῆ καὶ κατάλληλον χάραξιν τῶν Ἔργων, βάσει τῶν σταθερῶν σημείων, γραμμῶν, ὑψῶν καὶ ὑψομετρικῶν καμπυλῶν τῶν δοθεισῶν ἐγγράφως ὑπὸ τοῦ Ἀναδόχου, ὡς καὶ διὰ τὴν ἀκρίβειαν (βάσει τῶν ἀνωτέρω), τῆς θέσεως, στάθμης, διαστάσεων καὶ γραμμικῆς τοποθετήσεως ὅλων τῶν μερῶν τοῦ ὑπ' αὐτοῦ ἀναληφθέντος ἔργου, ὀφείλει δὲ νὰ προσκομίσῃ ἅπαντα τὰ ἀναγκαῖα πρὸς τοῦτο ὄργανα, μηχανήματα καὶ ἐργατικὸν προσωπικόν. Ἐὰν κατὰ τὴν διάρκειαν τῆς ἐκτελέσεως τῶν Ἔργων ἀναφανῇ ἢ ἀνακύψῃ σφάλμα ὡς πρὸς τὴν θέσιν, στάθμην, διαστάσεις ἢ εὐθυγραμμίαν οἱουδήποτε τμήματος τοῦ Ἔργου, ὁ Ὑπεργολάβος καλούμενος πρὸς τοῦτο ὑπὸ τοῦ Ἀναδόχου ἢ τοῦ Ἐκπροσώπου αὐτοῦ, ὀφείλει δαπάναις του νὰ ἐπανορθώσῃ τὸ σφάλμα κατὰ τὰς ὑποδείξεις τοῦ Ἀναδόχου ἢ τοῦ Ἐκπροσώπου του, ἐκτὸς ἐὰν τὸ σφάλμα τοῦτο ἐβασίσθη ἐπὶ ἀνακριβῶν στοιχείων δοθέντων ἐγγράφως ὑπὸ τοῦ Ἀναδόχου ἢ τοῦ Ἐκπροσώπου του, ὁπότε αἱ δαπάναι τῆς διορθώσεως βαρύνουν τὸν Ἰδιοκτήτην, πλὴν τῆς περιπτώσεως ἀποδεδειγμένης καὶ συγκεκριμένης ἀμελείας τοῦ Ἀναδόχου ἢ τῶν Ἐκπροσώπων αὐτοῦ, ὁπότε τὸ σφάλμα βαρύνῃ πλὴν τοῦ Ὑπεργολάβου καὶ τὸν Ἀνάδοχον. Ὁ Ἔλεγχος οἱασδήποτε χαράξεως, γραμμῆς ἢ στάθμης ὑπὸ τοῦ Ἀναδόχου ἢ τοῦ Ἐκπροσώπου αὐτοῦ δὲν ἀπαλλάσσει τὸν Ὑπεργολάβον τῆς εὐθύνης του διὰ τὴν ὀρθότητα αὐτῶν, ὀφείλει δὲ οὗτος νὰ διαφυλάσσῃ καὶ διατηρῇ ἅπαντα τὰ σταθερὰ σημεῖα, τριγωνομετρικὰ σημεῖα, πασσάλους καὶ λοιπὰ ἀντικείμενα, τὰ χρησιμοποιούμενα διὰ τὴν χάραξιν τῶν Ἔργων.

16. Ἐρευνητικαὶ Γεωτρήσεις καὶ Ἐκσκαφαί:

Ἐὰν κατὰ τὴν διάρκειαν τῆς ἐκτελέσεως τῶν Ἔργων ὁ Ἀνάδοχος ζητήσῃ ἀπὸ τὸν Ὑπεργολάβον νὰ ἐνεργήσῃ γεωτρήσεις ἢ νὰ προβῇ εἰς ἐρευνητικὰς ἐκσκαφάς, τοῦτο πρέπει νὰ γίνῃ ἐγγράφως.

17. Φύλαξις καὶ Φωτισμός:

Ὁ Ὑπεργολάβος ὀφείλει ὁμοῦ μὲ τὰς κυρίας ἐργασίας νὰ προβλέψῃ τὰς ἀπαιτουμένας δαπάνας του διὰ φωτισμόν, περίφραξιν καὶ φύλαξιν, ὁσάκις καὶ ὅπου εἶναι ἀναγκαῖον ἢ ἀπαιτηθῇ τοῦτο ὑπὸ τοῦ Ἐκπροσώπου τοῦ Ἀναδόχου ἢ ἄλλης ἁρμοδίας ἀρχῆς, διὰ τὴν προστασίαν τῶν Ἔργων ἢ διὰ τὴν ἀσφάλειαν καὶ διευκόλυνσιν τοῦ κοινοῦ ἢ τρίτων.

18. Συντήρησις τῶν Ἔργων:

1) Ἀπὸ τῆς ἐνάρξεως μέχρις ἀποπερατώσεως τῶν ἐργασιῶν ὁ Ὑπεργολάβος θὰ εἶναι ἀποκλειστικῶς ὑπεύθυνος διὰ τὴν συντήρησιν τοῦ εἰς αὐτὸν ἀνατεθέντος ἔργου, καθὼς καὶ τῶν Βοηθητικῶν Ἔργων. Εἰς περίπτωσιν ζημίας, ἀπωλείας ἢ ἐπιβράσεώς τινος βλαπτικῆς ἐπὶ τῶν Ἔργων ἢ εἰς τμήματα τούτων, ἢ εἰς τὰ Βοηθητικὰ Ἔργα, ἐξ οἱασδήποτε αἰτίας προερχομένης (πλὴν τῶν ἐξαιρέσεων τῆς παραγράφου 2 τοῦ παρόντος ὅρου), εἶναι ὑπεύθυνος διὰ τὴν δαπάναις του ἐπισκευὴν καὶ ἐπανόρθωσιν, κατὰ τρόπον ὥστε κατὰ τὴν ἀποπεράτωσιν τῶν ἐργασιῶν τὰ Ἔργα νὰ εἶναι εἰς ἄριστην κατάστασιν καὶ σύμφωνα πρὸς τὰς ἀπαιτήσεις τῆς Συμβάσεως καὶ τὰς ὁδηγίας τοῦ Ἀναδόχου. Εἰς περίπτωσιν ζημίας, ἀπωλείας ἢ βλάβης προερχομένης ἐξ ἀνωτέρας βίας, ὁ Ὑπεργολάβος, ἐὰν τοῦτο ζητηθῇ ὑπὸ τοῦ Ἀναδόχου τῇ ἐγκρίσει πάντοτε τοῦ Ἐπόπτου, θέλει ἐπισκευάσει καὶ ἀποκαταστήσει κατὰ τ' ἀνωτέρω τὰς ζημίας ταύτας δαπάναις τοῦ Ἰδιοκτήτου. Ὁ Ὑπεργολάβος, εἶναι ὁμοίως ὑπεύθυνος διὰ πᾶσαν ζημίαν εἰς τὰ Ἔργα, προξενηθεῖσαν ὑπ' αὐτοῦ κατὰ τὴν διάρκειαν τῆς ἐκτελέσεως τῶν βάσει τοῦ ὅρου 49 τοῦ παρόντος ὑποχρεώσεών του.

Ἐξαιρετέαι Περιπτώσεις Εὐθύνης τοῦ Ὑπεργολάβου (ἐξαιρετέοι κίνδυνοι):

2) Οἱ ἐξαιρετέοι κίνδυνοι εἶναι συμβάντα περιλαμβανόμενα εἰς τὸν ὅρον «Ἀνωτέρα Βία» ἐν ὅρῳ 26 (α) τῶν Εἰδικῶν Ὅρων τῆς Συμβάσεως (ἡ στάσις, ταραχαὶ ἢ ἀνωμαλίαι μεταξὺ τῶν ὑπαλλήλων τοῦ Ἀναδόχου ἢ τοῦ Ὑπεργολάβου θὰ θεωροῦνται ὡς ἀφορῶσαι τοὺς ὑπαλλήλους τοῦ Ἀναδόχου ἢ τοῦ Ὑπεργολάβου ἀντιστοίχως μὴ ἀποτελοῦσαι ἀνωτέραν βίαν, ὡς καὶ ἡ χρησιμοποίησις ἢ κατάληψις ὑπὸ τοῦ Ἰδιοκτήτου τμήματος τῶν Ἔργων, διὰ τὸ ὁποῖον ἐξεδόθη πιστοποίησις ἀποπερατώσεως τῆς ζημίας μὴ προερχομένης ἐκ συνήθους χρήσεως κατὰ τὸν χρόνον τῆς συντηρήσεως καὶ ἐκ κεκρυμμένου ἐλαττώματος καὶ τέλος, πᾶσα αἰτία ζημιῶν ὀφειλομένη κυρίως εἰς τὰ Σχεδιαγράμματα τοῦ Ἀναδόχου καὶ πᾶσαι αἱ ἐνέργειαι φυσικῶν δυνάμεων τὰς ὁποίας ὁ Ὑπεργολάβος παρὰ πᾶσαν προσοχὴν καὶ ἐμπειρίαν του δὲν ἠδύνατο νὰ προβλέψῃ ὥστε νὰ λάβῃ τὰ ἀντίστοιχα μέτρα προφυλάξεως. (Ἅπαντα ταῦτα χαρακτηρίζονται κατωτέρω συνολικῶς ὡς «ἐξαιρετέαι περιπτώσεις κινδύνου»).

19. Ἀσφάλισις τῶν Ἔργων κλπ. ὑπὸ τοῦ Ὑπεργολάβου:

Χωρὶς ἐκ τούτου νὰ περιορίζωνται αἱ ὑποχρεώσεις καὶ εὐθῦναι του αἱ ἀπορρέουσαι ἐκ τοῦ ὅρου 18 τοῦ παρόντος, ὁ Ὑπεργολάβος ὀφείλει νὰ ἀσφαλίσῃ τὰ Ἔργα ἐπ' ὀνόματι αὐτοῦ τε καὶ τοῦ Ἰδιοκτήτου διὰ πᾶσαν ζημίαν ἢ ἀπώλειαν ἐξ οἱασδήποτε αἰτίας (πλὴν τῶν περιπτώσεων «ἐξαιρετέων κινδύνων»), δι' ἃς εἶναι ὑπεύθυνος βάσει τῶν ὅρων ἐκ τῆς Συμβάσεως καὶ κατὰ τρόπον ὥστε ὁ Ἰδιοκτήτης, ὁ Ὑπεργολάβος καὶ ὁ Ἀνάδοχος νὰ καλύπτωνται δι' ὁλόκληρον τὴν περίοδον τῆς κατασκευῆς τῶν Ἔργων καὶ ἐπὶ πλέον κατὰ πάσης ἀπωλείας ἢ ζημίας λαβούσης χώραν κατὰ τὴν περίοδον τῆς συντηρήσεως, ὀφειλομένης εἰς αἰτίαν ἀναγομένην εἰς τὴν πρὸ τῆς ἐνάρξεως τῆς συντηρήσεως περίοδον, ὡς καὶ ἔναντι πάσης ἀπωλείας ἢ ζημίας προξενηθείσης ὑπ' αὐτοῦ τούτου τοῦ Ὑπεργολάβου κατὰ τὴν περίοδον τῶν ἐνεργειῶν του πρὸς συμμόρφωσιν εἰς τὰς ὑποχρεώσεις του τοῦ ὅρου 18 τοῦ παρόντος.

Ἡ ἀσφάλισις θὰ καλύπτῃ:

α) Ὁλόκληρον τὴν ἀξίαν τοῦ συμφώνως πρὸς τὰ ἐν Ἑλλάδι ἰσχύοντα εἰς τὸν τομέα τῶν κατασκευῶν κυρίως ἑκάστοτε ἐκτελεσθέντος τμήματος τῶν Ἔργων ὡς καὶ τῶν βοηθητικῶν τοιούτων.

β) Ὁλόκληρον τὴν ἀξίαν τῶν ὑλικῶν, μηχανικοῦ ἐξοπλισμοῦ καὶ λοιπῶν ἀντικειμένων, τῶν προσκομισθέντων ὑπὸ τοῦ Ὑπεργολάβου εἰς τὸ Ἐργοτάξιον.

Ἡ ἀσφάλισις θὰ γίνεται εἰς ἀσφαλιστικὴν ἑταιρείαν καὶ ὑπὸ ὅρους τῆς ἐγκρίσεως τοῦ Ἰδιακτήτου (ἡ μὴ ἔγκρισις δέον νὰ εἶναι δικαιολογημένη). Ὁ Ὑπεργολάβος δικαιοῦται, ὁσάκις τοῦ ζητηθῇ, νὰ παρουσιάζῃ εἰς τὸν Ἀνάδοχον ἢ τὸν Ἐκπρόσωπον αὐτοῦ τὸ ἢ τὰ ἀσφαλιστήρια συμβόλαια, ὡς καὶ τὰς ἀποδείξεις πληρωμῆς τῶν τρεχόντων ἀσφαλίστρων. Χωρὶς ἐκ τούτου νὰ περιορίζωνται αἱ συμβατικαὶ ὑποχρεώσεις καὶ εὐθῦναι, ὡς προελέχθη, δὲν ὑποχρεοῦται ὁ Ὑπεργολάβος νὰ ἀσφαλισθῇ ἔναντι ἀπαιτηθησομένης τυχὸν ἐπισκευῆς ἢ ἀνακατασκευῆς ἔργου κατασκευασθέντος δι' ὑλικῶν καὶ ἐργατικοῦ προσωπικοῦ μὴ ἀνταποκρινομένου πρὸς τοὺς ὅρους τῆς Συμβάσεως.

20. Ζημίαι εἰς Πρόσωπα καὶ Ἰδιοκτησίας:

Ὁ Ὑπεργολάβος (ἐκτὸς ἐὰν ἄλλως ὁρίζεται εἰς τὰς προδιαγραφὰς) ὑποχρεοῦται νὰ ἀποζημιώσῃ καὶ ἀπαλλάξῃ τὸν Ἰδιοκτήτην διὰ πᾶσαν ἀπώλειαν ἢ ἀπαίτησιν λόγῳ βλάβης ἢ ζημίας πρὸς πρόσωπον ἢ πρᾶγμα (ἐκτὸς τῶν ζημιῶν ἐπὶ τῆς ἐπιφανείας τοῦ ἐδάφους ἢ τῶν σπαρτῶν τῶν ἀπαιτουμένων διὰ τὸ Ἔργον τὰς ὁποίας ὑπέστησαν οἱ ἐκμισθωταὶ ἢ Ἰδιοκτῆται, αἵτινες δύνανται νὰ προκύψουν ὡς συνέπεια τῆς κατασκευῆς τῶν Ἔργων καὶ τῆς συντηρήσεως αὐτῶν, καθὼς καὶ διὰ πᾶσαν ἀπαίτησιν, δίκας, ζημίας, ἔξοδα καὶ ἐπιβαρύνσεις σχετιζομένας πρὸς ταῦτα. Γίνεται πάντως μνεία, ὅτι ὁ Ὑπεργολάβος δὲν ὑποχρεοῦται νὰ ἀποζημιώσῃ τὸν Ἰδιοκτήτην διὰ ζημίας ἐκ τῶν κάτωθι αἰτιῶν:

α) Ἐκ τῆς συνεχοῦς χρήσεως καὶ κατοχῆς ἐδάφους ἀπαιτουμένου διὰ τὸ Ἔργον ἢ τμήματος αὐτοῦ, ἢ τῆς ἐπιφανείας

ἢ δι' ἄλλας πλὴν τῶν ἀνωτέρω φθορὰς (ἐκτὸς τῶν κατωτέρω διαλαμβανομένων).

β) Ἐκ τοῦ δικαιώματος τοῦ Ἰδιοκτήτου νὰ κατασκευάσῃ τὰ Ἔργα ἢ τμῆμα τούτων κατὰ βούλησιν, ἐπί, ὑπό, ἐντὸς ἢ διὰ οἱουδήποτε τμήματος τῆς ἐκτάσεως.

γ) Ἐκ τῆς ἐπεμβάσεως, προσωρινῆς ἢ διαρκοῦς, εἰς ἀγωγοὺς φωτὸς ἢ ἀερισμοῦ, παροχῆς ὕδατος ἢ ἄλλων εὐκολιῶν, ἢ τρόπον τινα εὐκολιῶν, ζημιῶν ὀφειλομένων ἀναποφεύκτως εἰς τὴν ἐκτέλεσιν τῶν ἔργων κατὰ τὴν Σύμβασιν.

δ) Διὰ βλάβας ἢ ζημίας πρὸς πρόσωπα ἢ πράγματα, προερχομένας ἀπὸ πράξεις ἢ ἀμελείας διαπραχθείσας κατὰ τὴν διάρκειαν τῆς ἰσχύος τοῦ Συμβολαίου ὑπὸ τοῦ Ἰδιοκτήτου, τῶν ἀντιπροσώπων ἢ ὑπηρετῶν αὐτοῦ, ἢ ἄλλων ἐργοληπτῶν, ὡς καὶ διὰ πᾶσαν ἀπαίτησιν, ζημίαν, ἔξοδα καὶ ἐπιβαρύνσεις προερχομένας ἐκ τούτων ἢ σχετιζομένας πρὸς αὐτάς.

Γίνεται ἐπίσης μνεία, ὅτι διὰ τοὺς σκοποὺς τοῦ παρόντος ὅρου ἡ λέξις «Ἐργοτάξιον» ἀναφέρεται εἰς τὴν περιοχὴν τὴν προσδιοριζομένην ὑπὸ τῶν προδιαγραφῶν ἢ ἐνδεικνυομένην εἰς τὰ Σχέδια, ἐντὸς τῆς ὁποίας εἶναι ἀναπόφευκτοι ζημίαι τῶν σπαρτῶν καὶ τοῦ ἐδάφους ὡς ἐκ τῆς κατασκευῆς τῶν Ἔργων.

21. Ἀποζημίωσις ὑπὸ τοῦ Ἰδιοκτήτου:

Ὁ Ἰδιοκτήτης θὰ ἀπαλλάξῃ καὶ θὰ ἀποζημιώσῃ τὸν Ὑπεργολάβον διὰ πᾶσαν ἐναντίον αὐτοῦ ἀπαίτησιν, ἐνέργειαν, ζημίαν, ἔξοδα καὶ ἐπιβαρύνσεις, σχετιζομένας μὲ τὰς εἰς τὰ ἐδάφια, β, γ, δ τοῦ ὅρου 20 τοῦ παρόντος περιπτώσεις.

22. Πρόσθετος Ἀσφάλισις Τρίτων:

Πρὸ τῆς ἐνάρξεως τῆς ἐκτελέσεως τῶν Ἔργων, ὁ Ὑπεργολάβος (χωρὶς διὰ τοῦτο νὰ περιορισθῶσιν αἱ ἐν τῷ ὅρῳ 20 ὑποχρεώσεις του) θέλει ἀσφαλισθῇ ἔναντι πάσης ζημίας, ἀπωλείας ἢ βλάβης, ἥτις ἠθελεν ἐπέλθει εἰς οἱανδήποτε ἰδιοκτησίαν (συμπεριλαμβανομένης καὶ τῆς τοῦ Ἰδιοκτήτου ἢ τοῦ Ἀναδόχου) ἢ εἰς οἱονδήποτε πρόσωπον (συμπεριλαμβανομένων καὶ τῶν ὑπαλλήλων τοῦ Ἰδιοκτήτου ἢ τοῦ Ἀναδόχου) ἐκ τῆς κατασκευῆς τῶν Ἔργων ἢ τῶν Βοηθητικῶν Ἔργων, ἢ ἐκ τῆς ἐκτελέσεως τῆς Συμβάσεως, ἐξαιρέσει τῶν περιπτώσεων τοῦ ὅρου 20 ὡς ἄνω.

23. Ἐλάχιστον Ποσὸν Προσθέτου Ἀσφαλίσεως Τρίτων:

Ἡ ἐν λόγῳ ἀσφάλισις θὰ γίνῃ εἰς ἀσφαλιστικὴν ἑταιρείαν καὶ ὑπὸ ὅρους τῆς ἐγκρίσεως τοῦ Ἰδιοκτήτου (ἡ ἔγκρισις δέον νὰ μὴ καθυστερήσῃ ἀδικαιολογήτως) τοὐλάχιστον διὰ τὸ ποσὸν τῶν 3.000.000 δρχ. δι' ἓν ἀτύχημα τρίτου, ὁ δὲ Ὑπεργολάβος ὑποχρεοῦται ὁσάκις τοῦ ζητηθῇ ὑπὸ τοῦ Ἀναδόχου ἢ τοῦ Ἐκπροσώπου αὐτοῦ, νὰ ἐπιδεικνύῃ τὸ ἢ τὰ ἀσφαλιστικὰ συμβόλαια καὶ τὰς ἀποδείξεις πληρωμῆς τῶν τρεχόντων ἀσφαλίστρων.

24. Ἐργατικὰ Ἀτυχήματα:

1) Ὁ Ἰδιοκτήτης οὐδεμίαν ἀναλαμβάνει εὐθύνην διὰ τὴν πληρωμὴν ζημιῶν ἢ ἀποζημιώσεων διὰ προξενηθείσας βλάβας, συνεπείᾳ ἐργατικοῦ ἀτυχήματος εἰς ἐργάτας ἢ ἄλλα πρόσωπα, χρησιμοποιούμενα ὑπὸ τοῦ Ὑπεργολάβου, ἐξαιρέσει μόνον τῆς περιπτώσεως καθ' ἣν τὸ ἀτύχημα συνέβη ἢ ἡ βλάβη ἐπροξενήθη ἐξ ἐνεργείας ἢ παραλείψεως τοῦ Ἰδιοκτήτου, τῶν ἀντιπροσώπων καὶ ὑπηρετῶν αὐτοῦ, ὁ δὲ Ὑπεργολάβος ὑποχρεοῦται νὰ ἀποζημιώσῃ καὶ ἀπαλλάξῃ τὸν Ἰδιοκτήτην πάσης πληρωμῆς διὰ τοιαύτας ζημίας (ἐκτὸς τῶν προαναφερθεισῶν ἐξαιρέσεων), ὡς καὶ διὰ πᾶσαν ἀπαίτησιν, ἐνέργειαν, ἔξοδα καὶ ἐπιβαρύνσεις σχετικὰς πρὸς ταύτας.

Ἀσφάλισις ἔναντι ἐργατικῶν ἀτυχημάτων.

2) Ὁ Ὑπεργολάβος θὰ ἀσφαλισθῇ ἔναντι τοιούτου ἐνδεχομένου εἰς ἀσφαλιστικὴν ἑταιρείαν τῆς ἐγκρίσεως τοῦ Ἰδιοκτήτου (ἡ ἔγκρισις δέον νὰ μὴ καθυστερήσῃ ἀδικαιολογήτως) καὶ θὰ συνεχίζῃ τὴν ἀσφάλισιν καθ' ὅλον τὸ διάστημα κατὰ τὸ ὁποῖον θὰ χρησιμοποιῇ προσωπικὸν εἰς τὸ Ἔργον, ὑποχρεοῦται δέ, ὁσάκις ζητήσῃ τοῦτο ὁ Ἀνάδοχος ἢ ὁ Ἐκπρόσωπος αὐτοῦ, νὰ παρουσιάσῃ τὸ ἀσφαλιστικὸν συμβόλαιον καὶ τὰς ἀποδείξεις πληρωμῆς τῶν τρεχόντων ἀσφαλίστρων.

25. Δικονομικὰ Μέτρα ἐν ἐλλείψει Ἀσφαλίσεως ὑπὸ τοῦ Ὑπεργολάβου:

Ἐὰν ὁ Ὑπεργολάβος παραλείψῃ νὰ ἐνεργήσῃ ἢ δὲν τηρήσῃ ἐν ἰσχύϊ τὰς ἐν τοῖς ὅροις τοῦ παρόντος ἀσφαλίσεις, ἢ οἱασδήποτε ἄλλας ἀσφαλίσεις ἀπαιτουμένας ἐκ τῶν ὅρων τῆς Συμβάσεως, ὁ Ἰδιοκτήτης ἔχει τὸ δικαίωμα νὰ ἐνεργήσῃ ἢ νὰ διατηρήσῃ ταύτας καὶ νὰ πληρώνῃ τὰ ἀναγκαῖα ἀσφάλιστρα, κατακρατῶν ταῦτα ἀπὸ τὰ ποσὰ τὰ ἑκάστοτε πληρωνόμενα ἢ ὀφειλόμενα εἰς τὸν Ὑπεργολάβον.

26. Ἀσφάλισις ὑπὸ τοῦ Ἀναδόχου καὶ Εὐθύνη τοῦ Ἰδιοκτήτου διὰ Ζημίας:

1) Πρὸ τῆς ἐνάρξεως ἐκτελέσεως τῶν Ἔργων ὁ Ἀνάδοχος θὰ ἀσφαλισθῇ ἔναντι κινδύνων ζημίας, ἀπωλείας ἢ βλάβης οἵτινες πιθανὸν νὰ συμβοῦν εἰς οἱανδήποτε ἰδιοκτησίαν (περιλαμβανομένων καὶ τῶν τοιούτων τοῦ Ὑπεργολάβου καὶ τοῦ Ἰδιοκτήτου) ἢ εἰς οἱονδήποτε πρόσωπον (περιλαμβανομένων τῶν ὑπαλλήλων τοῦ Ὑπεργολάβου καὶ τοῦ Ἰδιοκτήτου) λόγῳ τῆς ἰδιότητος τοῦ Ἀναδόχου νὰ προσφέρῃ εἰς τὸν Ἰδιοκτήτην τὰς ὑπηρεσίας του διὰ τὴν Ἐπίβλεψιν, Διεύθυνσιν, Μελέτην καὶ Ἐκτέλεσιν τῶν Σχεδίων, ἢ ὡς ἀποτέλεσμα τῶν ἐργασιῶν τοῦ Ἰδιοκτήτου διὰ τὰς ὑπηρεσίας αὐτάς, αἱ ὁποῖαι θὰ εἶναι διάφοροι πρὸς τὰ θέματα τὰ ἀναφερόμενα εἰς τὸ περιεχόμενον τοῦ ὅρου 20 ἀνωτέρω.

2) Τοιαύτη ἀσφάλισις θὰ γίνῃ εἰς ἀσφαλιστικὴν ἑταιρείαν καὶ ὑπὸ ὅρους τῆς ἐγκρίσεως τοῦ Ἰδιοκτήτου (ἡ ἔγκρισις δέον νὰ μὴ καθυστερήσῃ ἀδικαιολογήτως) τοὐλάχιστον διὰ ποσὸν 3.000.000 δρχ. δι' ἓν ἀτύχημα τρίτου καὶ ὁ Ἀνάδοχος ὑποχρεοῦται ὁσάκις τοῦ ζητηθῇ ὑπὸ τοῦ Ἰδιοκτήτου ἢ τοῦ Ἐπόπτου Μηχανικοῦ, νὰ ἐπιδεικνύῃ τὸ ἢ τὰ ἀσφαλιστικὰ συμβόλαια καὶ τὰς ἀποδείξεις πληρωμῆς τῶν τρεχόντων ἀσφαλίστρων.

Εὐθύνη τοῦ Ἰδιοκτήτου διὰ Ζημίας.

3) Ὁ Ἰδιοκτήτης θὰ εἶναι πλήρως καὶ ἀποκλειστικῶς ὑπεύθυνος, ἀπαλλάσσων τὸν Ἀνάδοχον καὶ τοὺς Ὑπεργολάβους αὐτοῦ πλήρως ἀπὸ πᾶσαν εὐθύνην καὶ ἀπαιτήσεις τρίτων ἀναφορικῶς μὲ ζημίας ἀμέσους ἢ ἐμμέσους καὶ αἰτήματα, δίκας, ἔξοδα καὶ ἐπιβαρύνσεις ἀφορῶσας ἢ σχετιζομένας μὲ τὰς κάτωθι αἰτίας:

α) Οἱονδήποτε ἐκ τῶν θεμάτων τῶν ἀναφερομένων εἰς τὸ περιεχόμενον τοῦ ἀνωτέρω ἀναφερθέντος ὅρου 20 ὑπὸ στοιχεῖα (α), (β), (γ) καὶ (δ).

β) Οἱασδήποτε ἐνεργείας ἢ παραλείψεις κατὰ τὴν διάρκειαν τῆς ἐφαρμογῆς τῆς Συμβάσεως ὑπὸ τοῦ Ἰδιοκτήτου ἢ τοῦ Ἐπόπτου Μηχανικοῦ, ἢ τῶν ἐκπροσώπων ἢ ὑπηρετῶν αὐτοῦ.

γ) Οἱονδήποτε τῶν ἐξαιρετέων κινδύνων ὡς ἀνωτέρω καθωρίσθησαν καὶ γενικῶς.

δ) Οἱανδήποτε πρᾶξιν ὑπὸ τοῦ Ἀναδόχου ἢ Ἐκπροσώπου αὐτοῦ ἢ ὑπὸ οἱουδήποτε τῶν ἐκ τῶν ὑπεργολάβων τοῦ Ἀναδόχου ἢ οἱουδήποτε ἐκ τοῦ προσωπικοῦ αὐτοῦ, κατὰ τοὺς εἰδικωτέρους ὅρους τῆς μεταξὺ Ἀναδόχου καὶ ὑπεργολάβου συμβάσεως, ἐφ' ὅσον αὕτη δὲν προέρχεται ἀπὸ ἀπροσεξίαν ἢ ἀμέλειαν αὐτῶν.

Ἐν σχέσει μὲ τὰ ἀνωτέρω ὁ Ἰδιοκτήτης δαπάναις του καὶ ὑπ' εὐθύνη του θέλει ἀναλάβει ὅλας τὰς τοιαύτας διεκδικήσεις, δαπάνας, ἀπαιτήσεις, ἀγωγὰς καὶ διαδικασίας. Ἐξυπακούεται ὅτι ὅλα τὰ δικαιώματα τὰ ἀφορῶντα πληρωμὰς ἐκ μέρους τῶν ἀσφαλιστικῶν ἑταιρειῶν ὅπου τυχὸν τὰ προηγουμένως ἀναφερθέντα ἐν τῷ ὅρῳ τούτῳ ἀσφάλιστρα, εἶναι εἰσπρακτέα, θὰ ἀνήκωσι καὶ θὰ πληρωθῶσι μόνον εἰς τὸν Ἰδιοκτήτην, ὁ δὲ Ἀνάδοχος ἄνευ οἱασδήποτε ἐκ μέρους του εὐθύνης θὰ βοηθήσῃ τὸν Ἰδιοκτήτην εἰς τὰ ζητήματα ταῦτα. Πρὸς ἀποφυγὴν πάσης ἀμφιβολίας ρητῶς ἐνταῦθα συμφωνεῖται, ὅτι ὁ Ἀνάδοχος ἢ ὁ Ἐκπρόσωπος αὐτοῦ ἢ οἱοσδήποτε ἐκ τῶν ὑπεργολάβων τοῦ Ἀναδόχου ἢ οἱοσδήποτε ἐκ τοῦ πρσωπικοῦ αὐτῶν δὲν θὰ εἶναι κατ' οὐδένα τρόπον ὑπεύθυνος ἔναντι τοῦ Ἰδιοκτήτου ἀκόμη καὶ διὰ τὰ ποσὰ τὰ εἰσπραχθησόμενα ὑπὸ τοῦ Ἰδιοκτήτου παρὰ τῶν ἀσφαλιστικῶν ἑταιρειῶν, ἐφ' ὅσον ταῦτα δὲν θὰ καλύπτουν τὸ ὅλον ἢ μέρος τῶν πληρωμῶν ἢ ζημιῶν τὰς ὁποίας κατέβαλε ὁ Ἰδιοκτήτης βάσει τοῦ κειμένου τοῦ ὅρου τούτου.

27. Πληροφορίαι καὶ Πληρωμὴ Δικαιωμάτων:

1) Ὁ Ὑπεργολάβος θὰ χορηγῇ ἁπάσας τὰς πληροφορίας καὶ θὰ πληρώνῃ ἅπαντα τὰ δικαιώματα τὰ ἐπιβαλλόμενα ἀπὸ τοὺς κανονισμοὺς τοῦ Κράτους, διατάξεις ἢ ἑτέρους νόμους ἢ ἀπὸ τὰ Νομικὰ Πρόσωπα Δημοσίου Δικαίου ἢ ἄλλας τοπικὰς ἀρχάς, τὰ σχετιζόμενα μὲ τὴν ἐκτέλεσιν τῶν Ἔργων ἢ τῶν Βοηθητικῶν Ἔργων, ὡς καὶ τὰ δικαιώματα δημοσίων ὀργανισμῶν ἢ ἑταιρειῶν, τῶν ὁποίων ἡ περιουσία ἢ τὰ δικαιώματα παραβλάπτονται ἢ δύνανται καθ' οἱονδήποτε τρόπον νὰ παραλαβλαφθοῦν ὑπὸ τοῦ Ἔργου, ἢ τῶν Προσωρινῶν Ἔργων.

Συμμόρφωσις πρὸς τοὺς Νόμους καὶ τοὺς Κανονισμούς.

2) Ὁ Ὑπεργολάβος ὑποχρεοῦται νὰ συμμορφοῦται ἀπολύτως πρὸς τὰς διατάξεις τοῦ Νόμου καὶ τῶν Κρατικῶν Κανονισμῶν, ὡς καὶ τῶν Κανονισμῶν καὶ τῶν Καταστατικῶν τῶν τοπικῶν ἢ ἄλλων νομίμως συγκεκροτημένων ἀρχῶν, αἵτινες διατάξεις ἔχουν ἐφαρμογὴν εἰς τὸ Ἔργον ἢ τὰ Προσωρινὰ Ἔργα, καθὼς καὶ πρὸς τοὺς κανονισμοὺς καὶ τὰς διατάξεις τῶν ἀνωτέρω προκαφερθέντων δημοσίων ὀργανισμῶν ἢ ἑταιρειῶν, θὰ ἀπαλλάξῃ δὲ τὸν Ἰδιοκτήτην παντὸς προστίμου καὶ πάσης ὑποχρεώσεως λόγῳ παραβάσεως αὐτῶν.

Ὁ Ἰδιοκτήτης ἀφ' ἑτέρου θὰ καταβάλῃ ἢ θὰ φέρῃ εἰς πίστωσιν τοῦ Ὑπεργολάβου ἅπαντα τὰ ποσὰ τὰ ὁποῖα οὗτος κατέβαλε πέραν τῶν συμβατικῶν του ὑποχρεώσεων διὰ πληρωμὴν τῶν ὡς ἄνω δικαιωμάτων, κατόπιν πιστοποιήσεως τοῦ Ἀναδόχου καὶ ἐγκρίσεως τοῦ Ἐπόπτου ὅτι καλῶς κατεβλήθησαν.

28. Ἀρχαιολογικὰ Εὑρήματα:

Ὅλα τὰ εὑρήματα, νομίσματα, ἀντικείμενα ἀξίας, ἀρχαιότητες, κατασκευαὶ ἢ ἄλλα κατάλοιπα ἢ πράγματα γεωλογικοῦ ἢ ἀρχαιολογικοῦ ἐνδιαφέροντος, ἀνακαλυπτόμενα εἰς τὸν χῶρον τῶν Ἔργων, ἀποτελοῦν ἀποκλειστικὴν κυριότητα τοῦ Ἰδιοκτήτου. Ὁ Ὑπεργολάβος θὰ λαμβάνῃ ἅπαντα τὰ κατάλληλα μέτρα ὅπως οὐδεὶς τῶν ἐργατῶν του ἢ ἄλλων προσώπων ἀφαιρέσῃ ἢ καταστρέψῃ τι τῶν ἐν λόγῳ ἀντικειμένων, θὰ εἰδοποιῇ δὲ πάραυτα τὸν ἐκπρόσωπον τοῦ Ἀναδόχου περὶ τῆς τοιαύτης ἀνακαλύψεως, προτοῦ μετακινηθῇ τι, καὶ θὰ ἐκτελῇ, δαπάναις τοῦ Ἰδιοκτήτου, τὰς ὁδηγίας τοῦ Ἀναδόχου καθ' ὅσον ἀφορᾷ τὴν διάθεσιν αὐτῶν.

29. Διπλώματα Εὑρεσιτεχνίας καὶ Δικαιώματα:

Ὁ Ὑπεργολάβος ὑποχρεοῦται νὰ ἀπαλλάξῃ τὸν Ἰδιοκτήτην ἀπὸ πάσης ἀπαιτήσεως διὰ παραβίασιν δικαιωμάτων εὑρεσιτεχνίας, ἐμπορικῶν σημάτων ἢ ἄλλων προστατευομένων ὑπὸ τοῦ νόμου δικαιωμάτων, ἀφορώντων οἱονδήποτε Κατασκευαστικὸν Ἐξοπλισμόν, μεθόδους ἐργασίας ἢ ὑλικὰ χρησιμοποιηθέντα εἰς τὰ Ἔργα ἢ τὰ Προσωρινὰ Ἔργα, καὶ ἀπὸ πάσας τὰς ἀπαιτήσεις, ἐνεργείας, ζημίας, ἔξοδα καὶ ἐπιβαρύνσεις ἐν σχέσει πρὸς ταῦτα. Ἐκτὸς ἐὰν ἄλλως συμφωνηθῇ, ὁ Ἰδιοκτήτης ὑποχρεοῦται νὰ καταβάλῃ τυχὸν ὑφιστάμενα ἰδιωτικὰ δικαιώματα καὶ ἄλλας ὑποχρεώσεις, τὸ ἐνοίκιον, τὰς ἀποζημιώσεις (ἐὰν ὑφίστανται) διὰ τὴν χρῆσιν λατομείων, ἄμμου, χαλίκων καὶ ὀρυχείων, ὑλικῶν ἀπαιτουμένων διὰ τὰ Ἔργα ἢ τὰ Βοηθητικὰ Ἔργα.

30. Ἐμπόδια εἰς τὴν Κυκλοφορίαν καὶ τὰς Παρακειμένας Ἰδιοκτησίας:

Ὅλαι αἱ ἐργασίαι αἱ ἀναγκαῖαι διὰ τὴν ἐκτέλεσιν τῶν Ἔργων, ἢ τὴν κατασκευὴν τῶν Βοηθητικῶν Ἔργων, ἐφ' ὅσον ἡ σύμφωνος πρὸς τὴν Σύμβασιν ἐκτέλεσις αὐτῶν ἐπιτρέπει τοῦτο, δέον νὰ γίνωνται κατὰ τρόπον μὴ ἐμποδίζοντα ἄνευ ἀποχρῶντος λόγου τὴν κυκλοφορίαν τοῦ κοινοῦ, ἢ τὴν προσπέλασιν, ἢ χρῆσιν ἢ κατοχὴν δημοσίων ἢ ἰδιωτικῶν ὁδῶν, ἢ δρομίσκων, ἢ ἰδιοκτήτων χώρων, ἀδιαφόρως ἐὰν ἀνήκουν εἰς τὸν Ἰδιοκτήτην ἢ τρίτους, ὁ δὲ Ὑπεργολάβος ὑποχρεοῦται νὰ ἀπαλλάξῃ τὸν Ἰδιοκτήτην πάσης ἀπαιτήσεως, ἐνεργείας, ζημίας, ἐξόδων καὶ ἐπιβαρύνσεων προερχομένων ἐκ τῆς ὡς ἄνω αἰτίας, ἐφ' ὅσον ὁ Ὑπεργολάβος εἶναι ὑπεύθυνος δι' αὐτάς.

31. Ἀσυνήθης Κυκλοφορία:

1) Ὁ Ὑπεργολάβος θὰ χρησιμοποιήσῃ πᾶν δυνατὸν μέσον διὰ νὰ προλάβῃ πᾶσαν βλάβην ἢ ζημίαν τῶν ὁδῶν ἢ γεφυρῶν, αἱ ὁποῖαι εὑρίσκονται ἐπὶ τῶν ὁδῶν προσπελάσεως εἰς τὸν χῶρον τῶν Ἔργων ἢ ἀποτελοῦν τμῆμα τούτου, ἐκ τῆς ηὐξημένης κυκλοφορίας τῶν μεταφορικῶν μέσων αὐτοῦ καὶ εἰδικῶς θὰ ἐκλέξῃ ὁδούς, θὰ ἐπιλέξῃ καὶ θὰ χρησιμοποιήσῃ ὀχήματα, θὰ περιορίσῃ καὶ θὰ διανείμῃ τὰ φορτία κατὰ τοιοῦτον τρόπον, ὥστε ἡ ηὐξημένη κυκλοφορία, ἡ ὁποία ἀναγκαίως θὰ προκύψῃ ἀπὸ τὴν μετακίνησιν μηχανημάτων καὶ ὑλικῶν ἀπὸ καὶ πρὸς τὸν χῶρον τῶν Ἔργων, νὰ περιορισθῇ κατὰ τὸ δυνατόν, ὥστε νὰ μὴ ἐπέλθουν ζημίαι ἄνευ ἀποχρῶντος λόγου καὶ βλάβαι εἰς τὰς ὁδοὺς καὶ γεφύρας αἵτινες θὰ ἠδύναντο νὰ ἀποφευχθοῦν.

Εἰδικὰ φορτία:

2) Ἐὰν παραστῇ ἀνάγκη νὰ μετακινήσῃ ὁ Ὑπεργολάβος ἓν ἢ περισσότερα φορτία, τοῦ Κατασκευαστικοῦ Ἐξοπλισμοῦ ἢ μηχανήματα ἢ προκατεσκευασμένα τεμάχια ἔργου, ἐπὶ ὁδῶν ἢ γεφυρῶν, ὑπάρχῃ δὲ πιθανότης νὰ ἐπέλθουν ζημίαι εἰς τὰς ὁδοὺς καὶ γεφύρας, ἐὰν δὲν ληφθῶσιν εἰδικὰ μέτρα προστασίας καὶ ἐνισχύσεως, ὑποχρεοῦται οὗτος προτοῦ μετακινήσῃ τὰ ἐν λόγῳ φορτία, νὰ κοινοποιήσῃ εἰς τὸν Ἀνάδοχον ἢ τὸν Ἐκπρόσωπον αὐτοῦ, γνωστοποιῶν καὶ εἰς τὸν Ἐπόπτην, τὸ βάρος τῶν φορτίων καὶ ἄλλα γνωρίσματα αὐτῶν, ὡς καὶ τὸν τρόπον καθ' ὃν προτίθεται νὰ ἐνισχύσῃ καὶ νὰ προστατεύσῃ τὰς ἐν λόγῳ ὁδοὺς καὶ γεφύρας. Ἐὰν ὁ Ἀνάδοχος ἐντὸς 14 ἡμερῶν ἀπὸ τῆς λήψεως τῆς κοινοποιήσεως δὲν ἀπαντήσῃ εἰς τὸν Ὑπεργολάβον, πρὸς δὲ δὲν διαφωνήσῃ καὶ ὁ Ἰδιοκτήτης, ὁ Ὑπεργολάβος θὰ πραγματοποιήσῃ τὰς προθέσεις του καὶ ἐνδεχομένως τὰς μεταβολὰς τὰς ὁποίας θὰ ζητήσῃ ὁ Ἀνάδοχος τῇ ἐγκρίσει πάντοτε τοῦ Ἐπόπτου, ἐὰν δὲ εἰς τὸν κατάλογον ποσοτήτων ἔργου καὶ τιμῶν δὲν ὑπάρχῃ κονδύλιον διὰ τὴν ἐν λόγῳ προστασίαν καὶ ἐνίσχυσιν, αἱ σχετικαὶ δαπάναι θὰ καταβληθῶσιν ἐπὶ πλέον ὑπὸ τοῦ Ἰδιοκτήτου.

Τακτοποίησις ἀπαιτήσεων ἐξ εἰδικῶν μεταφορῶν:

3) Ἐὰν κατὰ τὴν διάρκειαν τῆς ἐκτελέσεως τῶν Ἔργων ἢ καθ' οἱονδήποτε χρόνον μετὰ ταῦτα ὁ Ὑπεργολάβος δεχθῇ ἀπαίτησιν ἐκ ζημίας, ἢ βλάβης ὁδοῦ ἢ γεφύρας, προκυψάσης ἐκ τῆς ἐκτελέσεως τῶν Ἔργων, ὀφείλει νὰ ἀναφέρῃ τοῦτο ἀμέσως εἰς τὸν Ἀνάδοχον, μετὰ ταῦτα δὲ ὁ Ἰδιοκτήτης θὰ διαπραγματευθῇ τὴν τακτοποίησιν καὶ θὰ καταβάλῃ πᾶν ὀφειλόμενον ποσὸν ἐκ τῆς ἀπαιτήσεως ταύτης, θὰ ἀπαλλάξῃ δὲ τὸν Ὑπεργολάβον πάσης ἀπαιτήσεως, ἐνεργείας, δαπανῶν, ἐπιβαρύνσεων καὶ ἐξόδων ἐκ τοῦ λόγου τούτου, ἐφ' ὅσον προηγουμένως θὰ τύχουν τῆς ἐγκρίσεώς του αἱ ἐκ τῆς αἰτίας ταύτης ἐργασίαι. Ἐὰν ὅμως, κατὰ τὴν γνώμην τοῦ Ἀναδόχου ἡ ἀπαίτησις ὀφείλεται εἰς παράλειψιν τοῦ Ὑπεργολάβου νὰ συμμορφωθῇ πρὸς τὰς ὑποχρεώσεις τῶν παραγράφων (1) καὶ (2) τοῦ παρόντος ὅρου, τότε τὸ πιστοποιηθὲν ὑπὸ τοῦ Ἀναδόχου ποσὸν θὰ καταβληθῇ ὑπὸ τοῦ Ὑπεργολάβου εἰς τὸν Ἰδιοκτήτην.

Πλωταὶ ὁδοὶ μεταφορῶν:

4) Ὅπου ἡ φύσις τῶν Ἔργων εἶναι τοιαύτη ὥστε νὰ ἀπαιτῆται παρὰ τοῦ Ὑπεργολάβου ἡ χρησιμοποίησις πλωτῶν ὁδῶν, αἱ διατάξεις τοῦ παρόντος ὅρου ἐφαρμόζονται ἀναλόγως, θεωρουμένων ὡς «ὁδῶν» καὶ τῶν ὑδροφρακτῶν, ἀποβαθρῶν, κρηπιδωμάτων ἢ ἄλλων ὑδραυλικῶν κατασκευῶν σχετιζομένων μὲ τὴν πλωτὴν ὁδὸν ὡς καὶ «ὀχημάτων» καὶ τῶν πλοιαρίων.

32. Παροχὴ Ἐξοπλισμοῦ Ἐργαλείων, Μηχανημάτων, Ὑλικῶν καὶ Ἐργατῶν:

Ἐξαρουμένων τῶν περιπτώσεων τῶν προβλεπομένων ὑπὸ τοῦ ἄρθρου 3 τῆς Συμπληρωματικῆς Συμφωνίας ὑπ' ἀριθμ. 1 ὁ Ὑπεργολάβος θὰ προσκομίσῃ καὶ θὰ ἐγκαταστήσῃ δαπάναις του τὸν πρόσθετον ἀναγκαῖον Κατασκευαστικὸν Ἐξοπλισμόν, τὰ πρόχειρα ἔργα, τὰ ὑλικά, τόσον διὰ τὰ πρόχειρα ὅσον καὶ διὰ τὰ μόνιμα ἔργα, τὸ ἐργατικὸν προσωπικὸν (συμπεριλαμβανομένου καὶ τοῦ προσωπικοῦ ἐπιβλέψεως), τὰς μεταφορὰς ἀπὸ καὶ εἰς τὸ Ἐργοτάξιον καὶ ἐντὸς ἢ πέριξ τῶν Ἔργων, ὡς καὶ πάντα τὰ λοιπὰ χρειώδη διὰ τὴν κατασκευήν, συμπλήρωσιν καὶ συντήρησιν τῶν Ἔργων.

33. Καθαρισμὸς Ἐργοταξίου μετὰ τὴν Ἀποπεράτωσιν:

Ἅμα τῇ ἀποπερατώσει τῶν Ἔργων, ὁ Ὑπεργολάβος ὑποχρεοῦται νὰ καθαρίσῃ τὸ Ἐργοτάξιον καὶ νὰ ἀποκομίσῃ ὅλον

τὸν Κατασκευαστικὸν Ἐξοπλισμόν, τὰ πλεονάζοντα ὑλικά, τὰ μπάζα καὶ τὰ Προσωρινὰ Ἔργα καὶ νὰ παραδώσῃ τὸ Ἐργοτάξιον καὶ τὰ Ἔργα εἰς ἱκανοποιητικὴν κατάστασιν κατὰ τὴν γνώμην τοῦ Ἀναδόχου τῇ ἐγκρίσει πάντοτε τοῦ Ἐπόπτου, καθαρὰ καὶ ἕτοιμα πρὸς ἀνάλογον χρησιμοποίησιν.

ΕΡΓΑΤΟΤΕΧΝΙΚΟΝ ΠΡΟΣΩΠΙΚΟΝ

34. Πρόσληψις Ἐργατοτεχνιτῶν:

Ὁ Ὑπεργολάβος ὑποχρεοῦται νὰ ἐξεύρῃ ὅλους τοὺς ἀναγκαίους ἐργατοτεχνίτας, ἐντοπίους ἢ μή, καὶ νὰ φροντίζῃ διὰ τὴν μεταφοράν, στέγασιν, τροφοδότησιν καὶ πληρωμὴν αὐτῶν.

35. Προμήθεια Ὕδατος Ποσίμου καὶ μή:

1) Ὁ Ὑπεργολάβος ἐν ᾧ μέτρῳ εἶναι τοῦτο δυνατὸν ἐκ τῶν τοπικῶν συνθηκῶν, ὑποχρεοῦται νὰ ἔχῃ εἰς τὸν τόπον τῶν Ἔργων κατὰ τὴν γνώμην τοῦ Ἐκπροσώπου τοῦ Ἀναδόχου ποσότητα ποσίμου καὶ ἄλλου ὕδατος πρὸς χρῆσιν τοῦ προσωπικοῦ καὶ τῶν ἐργατοτεχνιτῶν.

Οἰνοπνευματώδη ποτὰ καὶ φαρμακευτικαὶ ὕλαι:

2) Ὁ Ὑπεργολάβος ὀφείλει νὰ συμμορφωθῇ πρὸς τὰς ἰσχυούσας κρατικὰς διατάξεις καὶ κανονισμοὺς ὅσον ἀφορᾶ τὴν εἰσαγωγήν, πώλησιν, δωρεὰν διάθεσιν, ἀνταλλαγὴν ἢ καθ' οἱονδήποτε ἄλλον τρόπον διάθεσιν οἰνοπνευματωδῶν ποτῶν, καὶ νὰ μὴ ἐπιτρέψῃ ἢ ἀνεχθῇ τὴν κατ' ἄλλον τρόπον εἰσαγωγήν, πώλησιν, δωρεὰν δι' ἀνταλλαγὴν ἢ διάθεσιν τοιούτων ὑπὸ τῶν ἀντιπροσώπων ἢ ὑπαλλήλων αὐτοῦ.

Ὅπλα καὶ πολεμοφόδια:

3) Ὁ Ὑπεργολάβος ἀπαγορεύεται νὰ δώσῃ, ἀνταλλάξῃ ἢ καθ' οἱονδηποτε τρόπον διαθέσῃ πρὸς οἱονδήποτε ὅπλα ἢ πολεμοφόδια παντὸς εἴδους ἢ νὰ ἐπιτρέψῃ ἢ ἀνεχθῇ τὴν διάθεσιν τοιούτων.

Ἑορταὶ καὶ Θρησκευτικὰ ἔθιμα:

4) Ὁ Ἀνάδοχος εἰς τὰς σχέσεις του πρὸς τοὺς ὑπ' αὐτὸν ἐργαζομένους δέον νὰ λαμβάνῃ ὑπ' ὄψιν του τὰς ἀνεγνωρισμένας ἡμέρας ἑορτῶν, ἀργίας καὶ θρησκευτικὰ ἢ ἄλλα ἔθιμα, ἐπιφυλασσομένου εἰς τὸν Ὑπεργολάβον τοῦ δικαιώματος νὰ χρησιμοποιήσῃ προσωπικὸν ὑπερωριακῶς ὡς καὶ κατὰ τὰς Κυριακὰς καὶ ἑορτάς, ὡς ἀνεφέρθη εἰς τὸν ὅρον (28) (δ) τῶν Εἰδικῶν Ὅρων τῆς Συμβάσεως.

Ἐπιδημίαι:

5) Εἰς περίπτωσιν ἐμφανίσεως ἐπιδημικῆς νόσου, ὁ Ὑπεργολάβος ὀφείλει νὰ συμμορφωθῇ καὶ ἐκτελέσῃ ἁπάσας τὰς διαταγάς, τὰς ὁποίας ἤθελεν ἐκδώσει σχετικῶς ἡ Κυβέρνησις ἢ αἱ ἐπιτόπιοι ἰατρικαὶ ἢ ὑγειονομικαὶ ἀρχαὶ διὰ τὴν καταπολέμησιν καὶ θεραπείαν τῆς νόσου.

Ἀνάρμοστος διαγωγὴ κ.τ.λ.:

6) Ὁ Ὑπεργολάβος ὀφείλει νὰ λαμβάνῃ πάντοτε ὅλας τὰς ἀναγκαίας προφυλάξεις διὰ νὰ προλαμβάνῃ πᾶσαν παράνομον στάσιν, ταραχὰς ἢ ἀνάρμοστον διαγωγὴν τοῦ προσωπικοῦ του, διὰ νὰ διατηρῇ τὴν εἰρήνην καὶ διὰ νὰ προστατεύῃ τὴν ζωὴν καὶ περιουσίαν τῶν γειτονευόντων πρὸς τὰ Ἔργα ἀπὸ τοιούτων ἐκδηλώσεων.

7) Ὁ Ἰδιοκτήτης θὰ ἐνεργήσῃ διὰ τὴν ἔκδοσιν πασῶν τῶν ἀπαιτουμένων ἀδειῶν ἐργασίας δι' ἅπαν τὸ ἀλλοδαπὸν προσωπικὸν τοῦ Ἀναδόχου καὶ τοῦ Ὑπεργολάβου, τὸ χρησιμοποιηθησόμενον διὰ τὴν ἐκτέλεσιν τῶν Ἔργων.

Διατάξεις τῶν Εἰδικῶν Ὅρων ἀφορῶσαι τὸ ἐργατοτεχνικὸν προσωπικόν:

8) Αἱ ἀνωτέρω διατάξεις τοῦ παρόντος ὅρου προστίθενται ἐν συνεχείᾳ τῶν διατάξεων τῶν ὅρων 10, 11 καὶ 28 τῶν Εἰδικῶν Ὅρων τῆς Συμβάσεως.

36. Ἀμοιβαὶ Ἐργατοτεχνιτῶν:

Ὁ Ὑπεργολάβος, ἐὰν τοῦτο ζητήσῃ ὁ Ἀνάδοχος, ὑποχρεοῦται νὰ ὑποβάλῃ εἰς τὸν Ἐκπρόσωπον τοῦ Ἀναδόχου ἢ εἰς τὸ γραφεῖον αὐτοῦ λεπτομερῆ κατάστασιν, τοῦ τύπου τὸν ὁποῖον ἤθελεν ὑποδείξει ὁ Ἀνάδοχος καὶ κατὰ διαστήματα ὑπ' αὐτοῦ ὁριζόμενα, ἐν ᾗ νὰ ἐμφαίνεται τὸ ἐπιβλέπον προσωπικὸν ὡς καὶ ὁ ἀριθμὸς καὶ αἱ διάφοροι κατηγορίαι τῶν ἑκάστοτε ἀπασχολουμένων ἐργατῶν εἰς τὸ Ἔργον ὑπὸ τοῦ Ὑπεργολάβου, ὡς καὶ πᾶσα ἐπὶ πλέον πληροφορία διὰ τὸν χρησιμοποιούμενον Κατασκευαστικὸν Ἐξοπλισμόν, τὴν ὁποίαν ἤθελε ζητήσει ὁ Ἐκπρόσωπος τοῦ Ἀναδόχου.

ΥΛΙΚΑ ΚΑΙ ΕΡΓΑΣΙΑ

37. Ποιότης Ὑλικῶν καὶ Ἐργασίας καὶ Δοκιμαί:

1) Ἅπαντα τὰ ὑλικὰ καὶ ἡ ἐργασία θὰ εἶναι τοῦ εἴδους τοῦ περιγραφομένου εἰς τὰ συμβατικὰ τεύχη τῆς Ὑπεργολαβίας καὶ σύμφωνα πρὸς τὰς ὑποδείξεις τοῦ Ἀναλόγου τῇ ἐγκρίσει τοῦ Ἐπόπτου, θὰ ὑποβάλλωνται δὲ ἀπὸ καιροῦ εἰς καιρὸν ὑπὸ τοῦ Ἀναδόχου εἰς δοκιμασίαν, εἴτε εἰς τὸν τόπον τῆς κατασκευῆς των, εἴτε εἰς τὸ Ἐργοτάξιον, εἴτε καὶ εἰς ἀμφότερα. Ὁ Ὑπεργολάβος θὰ παρέχῃ πᾶσαν βοήθειαν, ὄργανα, μηχανήματα, ἐργασίαν καὶ ὑλικά, ἅτινα ἀπαιτοῦνται ὑπὸ κανονικὰς συνθήκας διὰ τὴν ἐξέτασιν, μέτρησιν καὶ δοκιμασίαν οἱασδήποτε ἐργασίας ὡς καὶ τῆς ποιότητος, βάρους ἢ ποσότητος τῶν πρὸς χρησιμοποίησιν ὑλικῶν, θὰ θέτῃ δὲ εἰς διάθεσιν τοῦ Ἀναδόχου, πρὸ τῆς ἐνσωματώσεώς των εἰς τὰ Ἔργα, τὰ δείγματα τῶν ὑλικῶν, τὰ ὁποῖα ἀπαιτεῖ οὗτος πρὸς δοκιμασίαν.

Δαπάναι δοκιμῶν:

2) Ὅλα τὰ δείγματα θὰ παρέχωνται ὑπὸ τοῦ Ὑπεργολάβου δαπάναις αὐτοῦ.

Δαπάναι τῶν δοκιμῶν:

3) Αἱ δαπάναι τῶν δοκιμῶν θὰ ἐπιβαρύνουν τὸν Ὑπεργολάβον ἐφ' ὅσον πρόκειται περὶ δοκιμῶν φορτίσεως ἢ διαπιστώσεως τοῦ κατὰ πόσον ἡ ἐκτέλεσις ἀποπερατωθέντος ἢ ἡμιτελοῦς ἔργου ἀνταποκρίνεται εἰς τὸν σκοπόν, διὰ τὸν ὁποῖον προορίζεται.

Δαπάναι δοκιμῶν μὴ προβλεπόμεναι:

4) Ἐὰν διαταχθῇ ὑπὸ τοῦ Ἀναδόχου δοκιμὴ τῇ ἐγκρίσει τοῦ Ἐπόπτου ἡ ὁποία:

α) δὲν συνάγεται οὔτε προβλέπεται εἰς τὰς προδιαγραφάς,

β) (εἰς τὰς ἀνωτέρω περιπτώσεις) δὲν περιγράφεται ἐπακριβῶς,

γ) ἐνῶ σκοπεύεται ἢ προβλέπεται, ἐν τούτοις διατάσσεται ὑπὸ τοῦ Ἀναδόχου τῇ ἐγκρίσει τοῦ Ἐπόπτου νὰ γίνῃ αὕτη ὑπὸ τρίτου καὶ εἰς ἕτερον μέρος, οὐχὶ δὲ εἰς τὸ Ἐργοτάξιον, ἢ εἰς τὸν τόπον κατασκευῆς τοῦ δοκιμαζομένου ὑλικοῦ, τότε, ἐὰν μὲν ἡ δοκιμασία ἀποδείξῃ ὅτι ἡ ἐργασία καὶ τὰ ὑλικὰ δὲν εἶναι σύμφωνα πρὸς τὰς διατάξεις τοῦ Συμβολαίου καὶ τὰς ὁδηγίας τοῦ ἐργολήπτου, αἱ δαπάναι τῶν δοκιμῶν ἐπιβαρύνουν τὸν Ὑπεργολάβον, ἄλλως ἐπιβαρύνεται μὲ αὐτὰς ὁ Ἰδιοκτήτης.

38. Εἴσοδος εἰς τὸ Ἐργοτάξιον:

Ὁ Ἀνάδοχος ἢ οἱοσδήποτε τρίτος, ὑπὸ τούτου ἐξουσιοδοτημένος, δύναται καθ' οἱανδήποτε στιγμὴν νὰ ἐπισκέπτεται τὰς ἐργασίας, τὸ Ἐργοτάξιον, τὰ ἐργαστήρια καὶ τὰς θέσεις ὅπου γίνεται ἡ κατασκευὴ ἢ ἀπὸ τὰ ὁποῖα λαμβάνονται τὰ ὑλικά, βιομηχανικὰ εἴδη ἢ μηχανήματα προοριζόμενα διὰ τὰς ἐργασίας, ὁ δὲ Ὑπεργολάβος ὑποχρεοῦται νὰ παρέχῃ πᾶσαν διευκόλυνσιν καὶ βοήθειαν διὰ τὴν εἴσοδον εἰς αὐτά.

39. Ἔλεγχος Τμηματικὸς πρὸ τῆς καλύψεώς των:

1) Οὐδεμία ἐργασία δύναται νὰ καλυφθῇ ἢ νὰ ἐξαφανισθῇ ἄνευ τῆς ἐγκρίσεως τοῦ Ἀναδόχου ἢ τοῦ Ἐκπροσώπου αὐτοῦ, ὁ δὲ Ὑπεργολάβος ὑποχρεοῦται νὰ παράσχῃ πᾶσαν εὐκαιρίαν εἰς τὸν Ἀνάδοχον ἢ τὸν Ἐκπρόσωπον αὐτοῦ ἵνα ἐξετάσῃ πᾶσαν ἕτοιμον πρὸς κάλυψιν ἐργασίαν. Τοῦτο ἰσχύει ἰδιαιτέρως διὰ τὰ θεμέλια προτοῦ τὰ μόνιμα τμήματα Ἔργου τοποθετηθοῦν ἐπ' αὐτῶν. Πρὸς τοῦτο ὁ Ὑπεργολάβος ὁσάκις τοιαύτη ἐργασία ἢ θεμελίωσις εἶναι ἑτοίμη πρὸς κάλυψιν, ὀφείλει νὰ εἰδοποιῇ δεόντως τὸν Ἐκπρόσωπον τοῦ Ἀναδόχου, οὗτος δὲ ὀφείλει ἀμελλητὶ νὰ προβῇ εἰς τὴν ἐξέτασιν τῆς ἐργασίας ἢ τῆς θεμελιώσεως, ἐκτὸς ἐὰν δὲν θεωρῇ τοῦτο ἀναγκαῖον καὶ εἰδοποιήσῃ τὸν Ὑπεργολάβον σχετικῶς.

Ἀποκάλυψις τμηματικῶν ἔργων καὶ ἄνοιγμα τούτων:

2) Ὁ Ὑπεργολάβος ὑποχρεοῦται νὰ ἀποκαλύψῃ μέρος ἢ μέρη ἔργου ἢ νὰ κάμῃ ἀνοίγματα ἐντὸς ἢ διὰ μέσου αὐτῶν, ἐφ' ὅσον διαταχθῇ ὑπὸ τοῦ Ἀναδόχου τῇ ἐγκρίσει τοῦ Ἐπόπτου, καὶ νὰ ἐπανακατασκευάσῃ ταῦτα κατὰ τὰς ὁδηγίας τοῦ Ἀναδόχου.

Ἐὰν τὸ μέρος ἢ τὰ μέρη ταῦτα εἶχον καλυφθῆ, συμφώνως πρὸς τὰς διατάξεις τῆς παραγράφου (1) τοῦ παρόντος ὅρου καὶ ἤθελον ἐλεγχθῆ ὡς κατασκευασθέντα συμφώνως πρὸς τὴν Σύμβασιν, τὰ ἔξοδα τῆς ἀποκαλύψεως τῶν ἀνοιγμάτων καὶ τῆς ἐπανακατασκευῆς ἐπιβαρύνουν τὸν Ἰδιοκτήτην. Εἰς πᾶσαν ἄλλην περίπτωσιν τὰ ἔξοδα ἐπιβαρύνουν τὸν Ὑπεργολάβον καὶ δύνανται νὰ ἀπαιτηθοῦν ὑπὸ τοῦ Ἰδιοκτήτου ἢ νὰ κρατηθοῦν ὑπ' αὐτοῦ ἐξ οἱουδήποτε ὀφειλομένου κονδυλίου.

40. Ἀποκόμισις Ἀκαταλλήλων Ὑλικῶν Κατεδαφίσεως καὶ Ἀνακατασκευή:

1) Ὁ Ἀνάδοχος κατὰ τὴν πρόοδον τῶν Ἔργων δύναται νὰ διατάξῃ ἐγγράφως ἀπὸ καιροῦ εἰς καιρόν:

α) Τὴν ἀποκόμισιν ἐκ τοῦ Ἐργοταξίου, ἐντὸς τοῦ ὁριζομένου ὑπὸ τῆς διαταγῆς χρόνου, οἱωνδήποτε ὑλικῶν, τὰ ὁποῖα κατὰ τὴν γνώμην τοῦ Ἀναδόχου δὲν πληροῦν τοὺς ὅρους τῆς Συμβάσεως.

β) Τὴν ἀντικατάστασιν μὲ κατάλληλα ὑλικά, καὶ

γ) Τὴν ἀφαίρεσιν καὶ ἐπανακατασκευὴν (ἀδιαφόρως ἐὰν ἔχῃ προηγηθῆ δοκιμασία ἢ πληρωμὴ προσωρινὴ) πάσης ἐργασίας, ἡ ὁποία, καθ' ὅσον ἀφορᾷ τὰ ὑλικὰ ἢ τὴν μέθοδον ἐργασίας, δὲν πληροῖ, κατὰ τὴν γνώμην τοῦ Ἀναδόχου, τοὺς ὅρους τῆς Συμβάσεως τὴν περικοπὴν τῆς τιμῆς ἐφ' ὅσον ἡ ἐργασία ἐμφανίζει στατικήν, ποιοτικὴν κλπ. ἐπάρκειαν, πλὴν ὅμως δὲν πληροῖ τὴν συμβατικὴν ρήτραν.

Μὴ συμμόρφωσις τοῦ Ὑπεργολάβου:

2) Εἰς περίπτωσιν καθ' ἣν ὁ Ὑπεργολάβος δὲν ἤθελεν ἐκτελέσει τὴν κατὰ τ' ἀνωτέρω ἐντολήν, ὁ Ἰδιοκτήτης δικαιοῦται νὰ χρησιμοποιήσῃ καὶ πληρώσῃ τρίτα πρόσωπα ἵνα ἐκτελέσωσιν ταύτην. Ἅπασαι δὲ αἱ σχετικαὶ δαπάναι ἐπιβαρύνουν τὸν Ὑπεργολάβον καὶ δύνανται νὰ ἀπαιτηθοῦν ὑπὸ τοῦ Ἰδιοκτήτου ἢ νὰ κρατηθῶσιν ὑπὸ τοῦ Ἰδιοκτήτου ἐξ οἱωνδήποτε ὀφειλομένων ποσῶν εἰς τὸν Ὑπεργολάβον.

41. Ἀναστολὴ τῶν Ἐργασιῶν:

1) Ὁ Ὑπεργολάβος ὀφείλει, κατόπιν ἐγγράφου διαταγῆς τοῦ Ἀναδόχου νὰ ἀναστείλῃ ἐν μέρει ἢ ἐν ὅλῳ τὰς ἐργασίας ἐπὶ τοσοῦτον χρόνον καὶ κατὰ τοιοῦτον τρόπον, ὡς ἤθελεν κρίνει ἀναγκαῖον ὁ Ἀνάδοχος κατόπιν σχετικῆς ἐγκρίσεως τοῦ Ἰδιοκτήτου, ἔχει δὲ τὴν ὑποχρέωσιν κατὰ τὴν διάρκειαν τῆς τοιαύτης ἀναστολῆς νὰ προστατεύῃ καταλλήλως τὸ Ἔργον καὶ νὰ ἐξασφαλίσῃ αὐτό, συμφώνως πρὸς τὰς ὁδηγίας τοῦ Ἀναδόχου. Ὅλαι αἱ ἐπὶ πλέον ἀπαραίτητοι καὶ ἀναγκαῖαι δαπάναι συμπεριλαμβανομένων καὶ τῶν τρεχόντων ἀναγκαίων μισθῶν, ἐξόδων ἀποσβέσεως καὶ συντηρήσεως τοῦ ἀναγκαίου Ἐξοπλισμοῦ, τοῦ Ἐργοταξίου, ὑλικῶν καὶ ἡμερομισθίων, γενικῶν ἐξόδων τῆς Συμβάσεως, τὰς ὁποίας ἤθελεν ὑποστῆ ὁ Ὑπεργολάβος, συμμορφούμενος πρὸς τὰς διαταγὰς τοῦ Ἀναδόχου, ὡς ἐν τῷ παρόντι ὅρῳ, βαρύνουν τὸν Ἰδιοκτήτην ἐκτός:

α) Ἐὰν ἄλλως προβλέπεται ἐν τῇ Συμβάσει.

β) Ἐὰν ἡ ἀναστολὴ ἐκρίθη παρὰ τοῦ Ἀναδόχου ἢ τοῦ Ἐπόπτου ἀναγκαία διὰ λόγους καλῆς ἐκτελέσεως τοῦ Ἔργου ἢ ἕνεκα δυσμενῶν καιρικῶν συνθηκῶν, δυναμένων νὰ ἐπηρεάσουν τὴν ἀσφάλειαν ἢ τὴν ποιότητα τοῦ Ἔργου, ἢ ἕνεκα σφάλματος τοῦ Ὑπεργολάβου.

γ) Ἐὰν ἡ ἀναστολὴ ἐκρίθη ἀναγκαία διὰ τὴν ἀσφάλειαν τοῦ Ἔργου ἢ τμήματος αὐτοῦ.

Ὁ Ὑπεργολάβος δὲν ἔχει τὸ δικαίωμα νὰ ἀπαιτήσῃ τὰς ἀνωτέρω ἐπὶ πλέον δαπάνας, ἐὰν δὲν κοινοποιήσῃ ἐγγράφως εἰς τὸν Ἀνάδοχον τὴν πρόθεσίν του νὰ ἀπαιτήσῃ ταύτας ἐντὸς 28 ἡμερῶν ἀπὸ τῆς διαταγῆς τοῦ Ἀναδόχου. Ὁ Ἀνάδοχος θέλει καθορίσει τὰς ἐπὶ πλέον δαπάνας, αἵτινες θὰ καταβληθοῦν εἰς τὸν Ὑπεργολάβον, κατὰ δικαίαν καὶ εὔλογον κρίσιν αὐτοῦ, κατόπιν ἐγκρίσεως τοῦ Ἰδιοκτήτου.

Ἀναστολὴ τῶν ἐργασιῶν πέραν τῶν 90 ἡμερῶν:

2) Ἐὰν ἡ γραπτὴ διαταγὴ τοῦ Ἀναδόχου κατόπιν ἐγκρίσεως τοῦ Ἰδιοκτήτου (ἀποκαλουμένη ἐν τοῖς κατωτέρω «Διαταγὴ ἀναστολῆς») ἀναστείλῃ τὴν πρόοδον τῶν Ἔργων ἢ μέρους αὐτῶν, διὰ χρονικὸν διάστημα ἢ διαδοχικὰ διαστήματα ἀνερχόμενα ἐν ὅλῳ εἰς 90 ἡμέρας ἢ ἐὰν ὁ Ἀνάδοχος ἀφοῦ προηγουμένως ἐξέδωσεν ἐντολὴν ἀναστολῆς ὑπὸ τὸν περιορισμὸν τοῦ ὅρου 41 (1), ἡ ὁποία διήρκεσεν ὀλιγώτερον τῶν 90 ἡμερῶν, ἐκδώσῃ πρὸ τῆς παρελεύσεως 90 ἡμερῶν ἀπὸ τῆς ἐκπνεύσεως τῆς περιόδου ταύτης, νέαν διαταγὴν ἀναστολῆς οὕτως ὥστε ὁ συνολικὸς χρόνος ἀναστολῆς νὰ ὑπερβαίνῃ τὰς 90 ἡμέρας, εἴτε διὰ τὸ σύνολον τῶν Ἔργων ἢ (ὅπου ἡ προηγουμένη ἀφεώρα μόνον τμῆμα αὐτοῦ) ἀφορῶσαν ἢ συμπεριλαμβάνουσαν καὶ τὸ τμῆμα τοῦτο, εἰς τὴν περίπτωσιν ταύτην ὁ Ὑπεργολάβος δύναται νὰ κοινοποιήσῃ ἔγγραφον πρὸς τὸν Ἀνάδοχον κοινοποιῶν τοῦτο εἰς τὸν Ἰδιοκτήτην ἀπαραιτήτως ζητῶν τὴν ἄδειαν ὅπως ἐντὸς 28 ἡμερῶν ἀπὸ τῆς λήψεως τούτου προβῇ εἰς τὴν συνέχισιν τῶν Ἔργων ἢ τμήματος αὐτῶν, δι' ὃ διετάχθη ἡ ἀναστολή, ἐὰν δὲ τοιαύτη ἄδεια δὲν δοθῇ ἐντὸς τοῦ ἀναφερομένου χρονικοῦ διαστήματος, ὁ Ὑπεργολάβος δύναται (ἀλλὰ δὲν ὑποχρεοῦται) διὰ νέου ἐγγράφου νὰ θεωρήσῃ, κατὰ τὰς διατάξεις τοῦ ὅρου 51 τοῦ παρόντος, ὅτι ὁ Ἰδιοκτήτης ἐγκατέλειψε τὸ τμῆμα αὐτὸ τοῦ Ἔργου, ἐφ' ὅσον ἡ ἀναστολὴ ἀφεώρα τμῆμα τοῦ Ἔργου ἢ ὁλόκληρον τὸ Ἔργον, ἐφ' ὅσον αὕτη ἀφεώρα ὁλόκληρον τὸ εἰς τὸν Ὑπεργολάβον ἀνατεθὲν ἔργον.

ΕΝΑΡΞΙΣ ΤΩΝ ΕΡΓΩΝ ΚΑΙ ΚΑΘΥΣΤΕΡΗΣΕΙΣ

42. Ἔναρξις τῶν Ἔργων:

Ὁ Ὑπεργολάβος δέον νὰ κάμῃ ἔναρξιν τῶν ἐργασιῶν εἰς τὸ Ἐργοτάξιον ἐντὸς τῆς προθεσμίας τῆς ἀναφερομένης εἰς τὴν Συγγραφὴν Ὑποχρεώσεων καὶ ἀφοῦ λάβῃ ἔγγραφον διαταγὴν πρὸς τοῦτο ὑπὸ τοῦ Ἀναδόχου (πρωτόκολλον ἐγκαταστάσεως) θὰ συνεχίσῃ δὲ τὰ Ἔργα μὲ τὸν κατάλληλον ρυθμόν, ἄνευ χρονοτριβῆς ἐκτὸς ἐὰν ὑπάρχῃ ρητὴ πρὸς τοῦτο ἔγκρισις ἢ διαταγὴ τοῦ Ἀναδόχου ἢ ἐφ' ὅσον ἡ χρονοτριβὴ εὑρίσκεται ἐκτὸς τῆς περιοχῆς εὐθύνης τοῦ Ὑπεργολάβου.

43. Παραλαβὴ τοῦ Ἐργοταξίου:

1) Ἐκτὸς ἐὰν ἡ Σύμβασις περιγράφῃ τὴν ἔκτασιν τῶν τμημάτων τοῦ Ἐργοταξίου, τὰ ὁποῖα ὁ Ὑπεργολάβος νὰ παραλάβῃ περιοδικῶς ὑπὸ τὴν κατοχήν του καὶ τὴν σειρὰν μὲ τὴν ὁποίαν ταῦτα θὰ τοῦ παρέχωνται, συμφώνως μὲ τὰς ἀπαιτήσεις τῆς Συμβάσεως καὶ τὴν σειρὰν τῶν ὑπὸ ἐκτέλεσιν Ἔργων, ὁ Ἰδιοκτήτης ὁμοῦ μὲ τὴν ἔγγραφον διαταγὴν τοῦ Ἀναδόχου ὅπως προβῇ εἰς τὴν ἔναρξιν τῶν Ἔργων θὰ παραχωρήσῃ εἰς τὸν Ὑπεργολάβον τὴν κατοχὴν τόσου τμήματος τοῦ Ἐργοταξίου, ὅσον κρίνεται ἀναγκαῖον ὑπὸ τοῦ Ἀναδόχου τῇ ἐγκρίσει τοῦ Ἰδιοκτήτου διὰ τὴν ὑπὸ τοῦ Ὑπεργολάβου ἔναρξιν καὶ συνέχισιν τῆς κατασκευῆς τῶν Ἔργων, συμφώνως πρὸς τὸ πρόγραμμα τοῦ ὅρου 12.

Ὁ Ἰδιοκτήτης ἀναλόγως τῆς προόδου τῶν Ἔργων, θὰ παραχωρῇ εἰς τὸν Ὑπεργολάβον καὶ περαιτέρω τμήματα τοῦ Ἐργοταξίου, ὥστε νὰ δύναται νὰ συνεχίζῃ ὁ Ὑπεργολάβος ἀπροσκόπτως τὰ Ἔργα, συμφώνως πρὸς τὸ ρηθὲν πρόγραμμα ἢ τὰς προτάσεις (κατὰ περίπτωσιν). Ἐὰν ὁ Ὑπεργολάβος καθυστερῇ ἢ ὑφίσταται δαπάνας, διότι ὁ Ἰδιοκτήτης δὲν τοῦ παρέχει τὸ Ἐργοτάξιον ἐγκαίρως, συμφώνως πρὸς τὰς διατάξεις τοῦ παρόντος ὅρου, ὁ Ἀνάδοχος θὰ ἐγκρίνῃ παράτασιν τῆς προθεσμίας ἀποπερατώσεως τῶν Ἔργων καὶ θὰ πιστοποιήσῃ τὰ ποσά, τὰ ὁποῖα κατὰ τὴν κρίσιν του τῇ ἐγκρίσει τοῦ Ἐπόπτου, δέον νὰ λάβῃ ὁ Ὑπεργολάβος διὰ τὰς δαπάνας τοῦ ἀναγκαίου πρὸς τοῦτο προσωπικοῦ καὶ μηχανημάτων ἐν συναρτήσει πρὸς τὸ ὅλον χρονικὸν καὶ ἐν γένει συμβατικὸν προγραμματισμὸν τοῦ ἔργου. Ἂς ὑπέστη ἐκ τῆς καθυστερήσεως καὶ τὰ ὁποῖα θὰ καταβάλῃ εἰς αὐτὸν ὁ Ἰδιοκτήτης.

Ἄδειαι διελεύσεως κλπ.:

2) Ὁ Ἰδιοκτήτης θὰ φέρῃ ὅλα τὰ βάρη τῶν δαπανῶν δι' εἰδικὰς ἢ προσωρινὰς ἀδείας διελεύσεως, ἀπαραιτήτους διὰ τὴν προσπέλασιν εἰς τὸ Ἐργοτάξιον. Ὁμοίως ὁ Ἰδιοκτήτης θὰ πληρώσῃ ἀπάσας τὰς δαπάνας διὰ προσθέτους διευθετήσεις ἐκτὸς τοῦ Ἐργοταξίου, αἵτινες εἶναι ἀναγκαῖαι διὰ τοὺς σκοποὺς τῶν Ἔργων μετ' ἔγκρισιν τοῦ Ἐπόπτου.

44. Χρόνος Ἀποπερατώσεως:

Ἡ κατασκευὴ τῆς Ὁδοῦ θὰ συμπληρωθῇ εἰς τὸν χρόνον τὸν προβλεπόμενον εἰς τὴν Συγγραφὴν Ὑποχρεώσεων τῆς

Ὑπεργολαβίας ὑπακειμένων κατὰ ταῦτα εἰς παράτασιν τυχὸν χορηγηθησομένην λόγῳ συμβάντος ἀνωτέρας βίας καὶ τοῦ κατωτέρω ὅρου 45.

45. Παράτασις Προθεσμίας Ἀποπερατώσεως:

Ἐὰν αἱ πρόσθετοι ἐργασίαι ἢ ἄλλαι εἰδικαὶ συνθῆκαι οἱασδήποτε φύσεως δίδουν δικαίωμα εἰς τὸν Ὑπεργολάβον νὰ ζητήσῃ παράτασιν τῆς προθεσμίας ἀποπερατώσεως, ἐν τοιαύτῃ περιπτώσει, χωρὶς νὰ παρορῶνται αἱ διατάξεις τοῦ ἀνωτέρω ὅρου 44 καὶ ἐν συνεχείᾳ πρὸς αὐτόν, ἀποφασίζει περὶ αὐτῆς ὁ Ἐπόπτης προτάσει τοῦ Ἀναδόχου. Ὁ Ἀνάδοχος δὲν ὑποχρεοῦται νὰ λάβῃ ὑπ' ὄψιν οἱανδήποτε πρόσθετον ἢ ἐπὶ πλέον ἐργασίαν, ἢ ἄλλας εἰδικὰς συνθήκας, ἐὰν ὁ Ὑπεργολάβος ἐντὸς 28 ἡμερῶν ἀπὸ τῆς ἐνάρξεως τῆς τοιαύτης ἐργασίας ἢ τῶν ἐπελθουσῶν νέων συνθηκῶν, ἢ εὐθὺς ὡς κατέστη τοῦτο δυνατόν, δὲν ἐκοινοποίησεν εἰς τὸν Ἐκπρόσωπον τοῦ Ἀναδόχου πλήρη καὶ λεπτομερῆ στοιχεῖα τῆς ὑπ' αὐτοῦ αἰτουμένης παρατάσεως τῆς προθεσμίας ὥστε νὰ ἐξετασθῶσιν ταῦτα ἐν καιρῷ.

46. Ἐργασία κατὰ τὰς Νύκτας ἢ τὰς Κυριακάς:

Ἐκτὸς τῶν περιπτώσεων, καθ' ἃς ἡ νυκτερινὴ ἐργασία καὶ ἡ τοιαύτη κατὰ τὰς Κυριακὰς εἶναι συνήθης, καὶ ἐκτὸς τῶν περιπτώσεων οἱωνδήποτε ἐργασιῶν, αἱ ὁποῖαι εἶναι σύνηθες νὰ ἐκτελῶνται συνεχῶς καθ' ὅλον τὸ 24ωρον ἢ εἰς δύο βάρδιες, ὁ Ὑπεργολάβος ὑποχρεοῦται, συμφώνως πρὸς τὰς διατάξεις τοῦ ὅρου 28 (β) τῶν Εἰδικῶν Ὅρων, νὰ χρησιμοποιῇ ἐργατοτεχνικὸν προσωπικὸν καὶ κατὰ τὰς νύκτας ἢ Κυριακὰς ἢ ἄλλας ἡμέρας ἀναπαύσεως ἢ ἑορτῶν, ὅταν τοῦτο ἀπαιτεῖται διὰ τὴν τήρησιν τοῦ ρυθμοῦ προόδου κατασκευῆς τῶν Ἔργων. Προϋποτίθεται ὅτι δὲν θὰ καταβληθῇ ἐπὶ πλέον ποτὲ εἰς τὸν Ὑπεργολάβον πρὸς τοῦτο.

47. Ρυθμὸς Προόδου τῶν Ἔργων:

Τὸ σύνολον τῶν ὑλικῶν, τοῦ ἐξοπλισμοῦ καὶ τῶν ἐργατῶν τοὺς ὁποίους ὀφείλει νὰ προμηθεύσῃ ἢ χρησιμοποιήσῃ ὁ Ὑπεργολάβος, ἐπίσης ὁ τρόπος, ἡ μέθοδος καὶ ἡ ταχύτης ἐκτελέσεως καὶ συντηρήσεως τῶν Ἔργων, πρέπει νὰ εἶναι τῆς ἀπολύτου ἐγκρίσεως τοῦ Ἀναδόχου καὶ τοῦ Ἰδιοκτήτου. Ἐὰν ὁ ρυθμὸς ἐκτελέσεως τῶν Ἔργων ἢ οἱουδήποτε τμήματος αὐτῶν εὑρέθῃ, ὁποτεδήποτε, ὑπὸ τοῦ Ἀναδόχου ὅτι εἶναι λίαν βραδὺς διὰ νὰ ἐξασφαλίσῃ τὴν ἀποπεράτωσιν τῶν Ἔργων ἐντὸς τῆς ταχθείσης προθεσμίας ἢ τῆς χορηγηθείσης παρατάσεως, ὁ Ἀνάδοχος θὰ εἰδοποιήσῃ ἐγγράφως τὸν Ὑπεργολάβον καὶ οὗτος θέλει λάβει ὅλα τὰ μέτρα, τὰ ὁποῖα θὰ θεωρήσῃ ἀναγκαῖα, ὡς π.χ. νυκτερινὴ ἐργασία, ἐργασία κατὰ τὰς Κυριακὰς ἢ ἑορτάς, αὔξησις τοῦ ἀριθμοῦ τῶν συνεργείων κλπ. διὰ νὰ ἐπιταχύνῃ τὸν ρυθμὸν τῶν Ἔργων ὥστε ταῦτα νὰ περατωθῶσιν ἐντὸς τῆς ταχθείσης προθεσμίας ἢ τῆς δοθείσης παρατάσεως, χωρὶς ἐκ τοῦ λόγου τούτου νὰ γεννᾶται οὐδὲν δικαίωμα προσθέτου ἀποζημιώσεώς του. Ἅπασα ἡ νυκτερινὴ ἐργασία δέον νὰ γίνεται ὅσον τὸ δυνατὸν ἄνευ θορύβου καὶ ἐνοχλήσεως. Ὁ Ὑπεργολάβος θὰ διασφαλίσῃ τὸν Ἰδιοκτήτην ἀπὸ τῶν συνεπειῶν θορύβου καὶ ἄλλων ὀχλήσεων, προκαλουμένων κατὰ τὴν ἐκτέλεσιν τῶν Ἔργων καὶ ἕνεκα ταύτης, καθὼς καὶ ὑπὸ παραπόνων, διαμαρτυριῶν, συνεπειῶν, ἐπιβαρύνσεων καὶ δαπανῶν πάσης φύσεως προκαλουμένων ἐκ τοῦ γεγονότος τούτου.

48. Πιστοποιητικὸν Ἀποπερατώσεως ἑνὸς ἑκάστου ἰδιαιτέρως τμήματος τῶν ἔργων:

Εὐθὺς ὡς, μετ' αἴτησιν τοῦ Ὑπεργολάβου, πρότασιν τοῦ Ἀναδόχου καὶ ἔγκρισιν τοῦ Ἐπόπτου, ἓν τμῆμα τῆς Ὁδοῦ ἔχει οὐσιαστικῶς περατωθῇ καὶ ἔχει ὑποστῇ ἱκανοποιητικῶς πᾶσαν δοκιμασίαν ἐπιβαλλομένην ὑπὸ τῆς Συμβάσεως, ὁ Ἀνάδοχος, ἐκδίδει πιστοποιητικὸν ἀποπερατώσεως τῶν Ἔργων τοῦ τμήματος τούτου τῆς Ὁδοῦ, ἡ δὲ περίοδος τῆς συντηρήσεως αὐτοῦ ἄρχεται ἀπὸ τῆς ἡμερομηνίας τοῦ πιστοποιητικοῦ. Ἐὰν ὁ Ἀνάδοχος τῇ ἐγκρίσει πάντοτε τοῦ Ἐπόπτου ἐκδώσῃ τοιοῦτον πιστοποιητικὸν διὰ οἱονδήποτε μέρος τοῦ τμήματος πρὸ τῆς συμπληρώσεως τοῦ ὅλου τμήματος ἢ οὐσιώδους μέρους τῶν ἔργων αὐτοῦ, τὸ ὁποῖον κατέχεται ἢ χρησιμοποιεῖται ὑπὸ τοῦ Ἰδιοκτήτου καὶ ὅταν οἱονδήποτε τοιοῦτον πιστοπιητικὸν ἀφορὸν τὸ ὑπ' ὄψει μέρος τοῦ τμήματος δοθῇ, τότε τὸ τοιοῦτον μέρος τοῦ τμήματος θὰ θεωρῆται ὡς ἀποπερατωθὲν καὶ ἡ περίοδος τῆς συντηρήσεώς του ἄρχεται ἀπὸ τῆς ἡμερομηνίας τοῦ οἰκείου πιστοποιητικοῦ.

49. Καθορισμὸς τῆς ἐννοίας «Περίοδος Συντηρήσεως»:

1) Εἰς τοὺς παρόντας ὅρους ἡ ἔκφρασις «Περίοδος Συντηρήσεως» σημαίνει περίοδον συντηρήσεως 9 μηνῶν διὰ τὰ χωματουργικὰ καὶ 18 μηνῶν διὰ τὰ ἀσφαλτικὰ ἀφορῶσαν ἕκαστον ἀποπερατωθὲν τμῆμα τῆς Ὁδοῦ ὑπολογιζομένην ἀπὸ τῆς ἡμερομηνίας ἀποπερατώσεως τῶν Ἔργων εἰς τὸ ὑπ' ὄψει τμῆμα ὡς ἤθελε πιστοποιηθῇ τοῦτο ὑπὸ τοῦ Ἀναδόχου συμφώνως πρὸς τὰς διατάξεις τοῦ ὅρου 48 τοῦ παρόντος. Εἰς περίπτωσιν ἐκδόσεως πλειόνων τοῦ ἑνὸς πιστοποιητικῶν περαιώσεως, τὰ ὁποῖα θὰ ἤθελον ἐκδοθῇ ὑπὸ τοῦ Ἀναδόχου κατὰ τὸν ὅρον 48 ἀφορῶντα οἱονδήποτε τμῆμα, αἱ Περίοδοι Συντηρήσεως, αἱ ἀφορῶσαι τὸ τμῆμα τοῦτο, θέλουσιν ὑπολογισθῇ ἀπὸ τὰς ἀντιστοίχους ἡμερομηνίας περαιώσεως τοῦ τοιούτου τμήματος τὰς ὁποίας ἤθελε πιστοποιήσει ὁ Ἀνάδοχος ὑπὸ τὸν ὡς ἄνω πιεριορισμὸν συμφώνως πρὸς τὸν ἀνωτέρω ὅρον 48.

Ἐκπέλεσις ἐπισκευῶν κλπ.:

2) Ἵνα τὰ Ἔργα παραδοθῶσιν τὸ δυνατὸν συντομώτερον εἰς τὸν Ἰδιοκτήτην, μετὰ τὴν ἐκπνοὴν τῆς Περιόδου Συντηρήσεως, ἢ ὅσον τὸ δυνατὸν ταχύτερον, εἰς τὴν αὐτὴν καλὴν κατάστασιν (ἐξαιρέσει κανονικῆς χρήσεως) εἰς ἣν κατὰ τὴν κρίσιν τοῦ Ἀναδόχου εὑρίσκοντο κατὰ τὴν ἀρχὴν τῆς Περιόδου τῆς Συντηρήσεως, ὁ Ὑπεργολάβος ὑποχρεοῦται νὰ ἐκτελέσῃ πᾶσαν ἐργασίαν ἐπισκευῶν, προσθηκῶν, ἀνακατασκευῶν διορθώσεων, νὰ ἐπανορθώσῃ τὰς ἐλλείψεις, ἀτελείας, ἀνωμαλίας, ἢ ἄλλα ἐλαττώματα, τὰ ὁποῖα ἤθελον ζητηθῇ ἐγγράφως ὑπὸ τοῦ Ἀναδόχου παρὰ τοῦ Ὑπεργολάβου διαρκούσης τῆς Περιόδου τῆς Συντηρήσεως, ἢ ἐντὸς 14 ἡμερῶν ἀπὸ τῆς παρελεύσεως ταύτης, πάντως κατόπιν ἐπιθεωρήσεως διενεργηθείσης ὑπὸ τοῦ Ἀναδόχου ἢ ἐν ὀνόματι αὐτοῦ πρὸ τῆς ἐκπνοῆς τῆς Περιόδου Συντηρήσεως.

Δαπάναι ἐκτελέσεως ἐπισκευῶν:

3) Πᾶσα κατὰ τ' ἀνωτέρω ἐργασία θὰ ἐκτελεσθῇ ὑπὸ τοῦ Ὑπεργολάβου δαπάναις αὐτοῦ, ἐὰν κατὰ τὴν κρίσιν τοῦ Ἀναδόχου ἡ ἀνάγκη προέκυψεν ἀπὸ τὴν χρησιμοποίησιν ὑλικῶν ἢ ἐργασίας μὴ συμφώνων πρὸς τὴν Σύμβασιν, ἢ ἐξ ἀμελείας ἢ παραλείψεως τοῦ Ὑπεργολάβου νὰ συμμορφωθῇ πρὸς τὰς ἐκ τῆς Συμβάσεως ἢ συνεπείᾳ ταύτης ὑποχρεώσεις του. Ἐὰν μετὰ πρότασιν τοῦ Ἀναδόχου τῇ ἐγκρίσει τοῦ Ἐπόπτου ἡ ἀνάγκη προέκυψεν ἐξ οἱασδήποτε ἄλλης αἰτίας, τότε αὕτη θὰ πιστοποιηθῇ καὶ θὰ πληρωθῇ ὡς τρόσθετος ἐργασία.

Μέτρα διὰ τὴν μὴ ἐκτέλεσιν ὑπὸ τοῦ Ὑπεργολάβου αἰτηθεισῶν ἐργασιῶν:

4) Ἐὰν ὁ Ὑπεργολάβος παραλείψῃ νὰ ἐκτελέσῃ τὰς ἀνωτέρω αἰτηθείσας ὑπὸ τοῦ Ἀναδόχου ἐργασίας, ὁ Ἰδιοκτήτης δικαιοῦται νὰ ἐκτελέσῃ ταύτας δι' ἰδίων αὐτοῦ ἐργατῶν ἢ δι' ἄλλων Ὑπεργολάβων, ἐὰν δὲ πρόκειται περὶ ἐργασιῶν, αἵτινες ἔδει νὰ ἐκτελεσθοῦν ὑπὸ τοῦ Ὑπεργολάβου καὶ δαπάναις αὐτοῦ, ὁ Ἰδιοκτήτης δικαιοῦται ὡσαύτως νὰ ἀναζητήσῃ τὰς δαπάνας του ταύτας ἀπὸ τὸν Ὑπεργολάβον ἢ νὰ τὰς κρατήσῃ ἐξ οἱουδήποτε πρὸς αὐτὸν ὀφειλομένου ποσοῦ ἢ ἄλλως νὰ τὰς εἰσπράξῃ παρ' αὐτοῦ.

50. Ἔρευναι διὰ τοῦ Ὑπεργολάβου:

Ὁ Ὑπεργολάβος, ἐφ' ὅσον ὁ Ἀνάδοχος ζητήσῃ τοῦτο ἐγγράφως, ὀφείλει νὰ ἐρευνήσῃ διὰ τὴν αἰτίαν παντὸς ἐλαττώματος, ἀτελείας ἢ σφάλματος κατὰ τὰς ὁδηγίας τοῦ Ἀναδόχου. Ἐὰν τὸ ἐλάττωμα, ἡ ἀτέλεια ἢ τὸ σφάλμα δὲν εἶναι ἐξ ἐκείνων, δι' ἃ εὐθύνεται ἐκ τῆς Συμβάσεως ὁ Ὑπεργολάβος, ἢ δὲν προέρχεται ἐξ ἄλλης τινὸς παραλείψεως ἢ ἀποδεδειγμένης ἀμελείας τοῦ Ἀναδόχου ἢ τοῦ Ἐκπροσώπου αὐτοῦ τὰ ἔξοδα τῆς ἐρεύνης βαρύνουν τὸν Ἰδιοκτήτην. Ἀλλὰ ἐὰν τοιοῦτον ἐλάττωμα ἢ ἀτέλεια ἢ σφάλμα ὀφείλεται εἰς εὐθύνην τοῦ Ὑπεργολάβου, ἐν τοιαύτῃ περιπτώσει τὰ ἔξοδα ἐρεύνης βαρύνουν τὸν Ὑπεργολάβον, ὅστις ὑποχρεοῦται νὰ ἐπισκευάσῃ καὶ ἐπανορθώσῃ πᾶν τοιοῦτον ἐλάττωμα, ἀτέλειαν ἢ σφάλμα, ἰδίαις αὐτοῦ δαπάναις, συμφώνως πρὸς τὰς διατάξεις τοῦ ὅρου 49 τοῦ παρόντος.

ΑΛΛΑΓΑΙ, ΠΡΟΣΘΗΚΑΙ ΚΑΙ ΠΑΡΑΛΕΙΨΕΙΣ

51. Ἀλλαγαὶ εἰς ἓν ἕκαστον Τμῆμα τῆς Ὁδοῦ:

1) Ὁ Ἰδιοκτήτης δύναται νὰ ἐπιφέρῃ πᾶσαν μεταβολὴν εἰς τὴν μορφήν, τὴν ποιότητα ἢ τὴν ποσότητα τῶν Ἔργων εἰς οἱονδήποτε τμῆμα τῆς Ὁδοῦ ἢ εἰς οἱονδήποτε μέρος τοῦ τμήματος, ἡ ὁποία κατὰ τὴν γνώμην του, εἶναι ἀναγκαία πρὸς τὸν σκοπὸν τοῦτον, ἢ δι' οἱονδήποτε ἕτερον λόγον κρίνῃ τοῦτο καλόν. Ἔχει τὸ δικαίωμα νὰ διατάξῃ τὸν Ἀνάδοχον καὶ οὗτος ἐν συνεχείᾳ τὸν Ὑπεργολάβον ὅστις ὑποχρεοῦται νὰ ἐκτελέσῃ οἱανδήποτε τῶν κάτωθι ἐργασιῶν:

α) Ν' αὐξήσῃ ἢ ἐλαττώσῃ τὴν ποσότητα οἱασδήποτε ἐργασίας, συμπεριλαμβανομένης εἰς οἱονδήποτε τοιοῦτον τμῆμα τῆς Ὁδοῦ.

β) Νὰ παραλείψῃ τοιαύτην ἐργασίαν.

γ) Ν' ἀλλάξῃ τὸν χαρακτῆρα ἢ τὴν ποιότητα ἢ τὸ εἶδος τοιαύτης ἐργασίας.

δ) Ν' ἀλλάξῃ τὰς στάθμας, τὰς γραμμάς, τὴν θέσιν καὶ τὰς διαστάσεις οἱουδήποτε τμήματος τῶν Ἔργων.

ε) Νὰ ἐκτελέσῃ οἱανδήποτε συμπληρωματικὴν πάσης φύσεως ἐργασίαν ἀπαραίτητον διὰ τὴν συμπλήρωσιν τῶν Ἔργων. Πᾶσα τοιαύτη ἀλλαγὴ κατ' οὐδένα τρόπον θίγει ἢ ἀκυροῖ τὴν Σύμβασιν, ἀλλ' ἡ ἀξία ὧν τοιούτων ἀλλαγῶν (καὶ ἐφ' ὅσον ὑπάρξουν τοιαῦται) θὰ ληφθῇ ὑπ' ὄψιν εἰς τὸν καθορισμὸν τοῦ ποσοῦ τῆς κατ' ἀποκοπήν, εἰς ἓν ἕκαστον τμῆμα τῆς Ὁδοῦ τιμῆς.

Αἱ ἐντολαὶ ἀλλαγῶν πρέπει νὰ δίδωνται ἐγγράφως:

2) Οὐδεμία τοιαύτη ἀλλαγὴ θὰ ἐκτελεσθῇ ἀπὸ τὸν Ὑπεργολάβον ἄνευ ἐγγράφου διαταγῆς τοῦ Ἀναδόχου. Δὲν ἀπαιτεῖται ἔγγραφος διαταγὴ δυναμένη νὰ περιορισθῇ εἰς προφορικὴν τοιαύτην τοῦ Ἀναδόχου τῇ ἐγκρίσει πάντοτε τοῦ Ἐπόπτου δι' αὐξήσεις ἢ ἐλαττώσεις εἰς τὴν ποσότητα τῆς ἐργασίας εἰς οἱονδήποτε τμῆμα, ὅταν αὗται δὲν εἶναι ἀποτέλεσμα ἐντολῆς δοθείσης κατὰ τὰς διατάξεις τοῦ παρόντος ὅρου, ἀλλ' ἀποτέλεσμα τοῦ ὅτι αἱ ἐν λόγῳ ποσότητες ἦσαν μεγαλύτεραι ἢ μικρότεραι τῶν ἀναφερομένων εἰς τὴν Μελέτην καὶ τὰ Σχέδια τοῦ τμήματος αὐτοῦ ὡς ἀναφέρεται εἰς τὸν ὅρον 16 τῶν Εἰδικῶν Ὅρων. Ἐν τούτοις ὁ Ὑπεργολάβος ὑποχρεοῦται νὰ ἐκτελέσῃ τὰς ἀνωτέρω ἐντολὰς καὶ εἰς περίπτωσιν καθ' ἣν ὁ Ἀνάδοχος ἔχει δώσει ταύτας προφορικῶς, πᾶσα δὲ ἔγγραφος βεβαίωσις προφορικῆς διαταγῆς διδομένη ὑπὸ τοῦ Ἀναδόχου τῇ ἐγκρίσει πάντοτε τοῦ Ἐπόπτου, εἴτε πρὸ εἴτε μετὰ τὴν ἐκτέλεσιν τῆς ἐντολῆς του, ἐπέχει θέσιν ἐγγράφου διαταγῆς ὑπὸ τὴν ἔννοιαν τοῦ παρόντος ὅρου. Περαιτέρω ἐὰν ὁ Ὑπερχολάβος βεβαιώσῃ ἐγγράφως πρὸς τὸν Ἀνάδοχον τὴν ἐκτέλεσιν οἱασδήποτε προφορικῆς ἐντολῆς του, κοινοποιουμένης εἰς τὸν Ἐπόπτην ὁ δὲ Ἀνάδοχος καὶ ὁ Ἐπόπτης δὲν διατυπώσουν ἐγγράφως ἀντιρρήσεις, ἡ βεβαίωσις αὕτη θεωρεῖται ὡς ἔγγραφος ἐντολὴ τοῦ Ἀναδόχου.

52. Ἐκτίμησις τῆς Ἀξίας τῶν Ἀλλαγῶν εἰς ἓν ἕκαστον Τμῆμα τῆς Ὁδοῦ:

1) Ὁ Ἀνάδοχος θὰ καθορίσῃ βάσει Πρωτοκόλλου Νέων Τιμῶν Μονάδος ἢ διὰ Συγκριτικοῦ Πίνακος τὸ ποσὸν (ἐὰν ὑπάρξῃ τοιοῦτον) τὸ ὁποῖον πρέπει νὰ προστεθῇ ἢ νὰ ἀφαιρεθῇ ἀπὸ τὴν ἀντίστοιχον κατ' ἀποκοπὴν τιμὴν τμήματος τῆς Ὁδοῦ συμφώνως πρὸς τὰς διατάξεις τοῦ ὅρου 16 τῶν Εἰδικῶν Ὅρων τῆς Συμβάσεως ἐν σχέσει μὲ πᾶσαν ἐκτελεσθεῖσαν πρόσθετον ἐργασίαν ἢ παραληφθεῖσαν κατόπιν ἐντολῆς του, ἐγκρινομένης προγενεστέρως παρὰ τοῦ Ἐπόπτου. Ἅπασαι αἱ ἐργασίαι θὰ ἀποτιμῶνται μὲ τὰς συμβατικὰς τιμὰς μονάδος τοῦ Ὑπεργολάβου. Ἐὰν εἰς τὴν Σύμβασιν δὲν περιέχωνται τιμαὶ ἐφαρμοστέαι εἰς πρόσθετον ἢ ἐπὶ πλέον ἐργασίαν, τότε αἱ κατάλληλοι τιμαὶ θὰ ἐξευρεθῶσιν διὰ συμφωνίας τοῦ Ἀναδόχου καὶ τοῦ Ὑπεργολάβου καὶ βάσει Πρωτοκόλλου Κανονισμοῦ Νέας Τιμῆς Μονάδος συμφώνως πρὸς τὰς διατάξεις τοῦ ὅρου 15 τῶν Εἰδικῶν Ὅρων τῆς Συμβάσεως. Ἐν περιπτώσει διαφωνίας, ὁ Ἀνάδοχος θὰ προτείνῃ τὰς τιμὰς καὶ ὁ Ἰδιοκτήτης θὰ ἐγκρίνῃ ταύτας.

Ἀλλαγαὶ ὑπερβαίνουσαι τὸ 20 ο)ο:

2) Ὁ Ἰδιοκτήτης διατηρεῖ τὸ δικαίωμα ἐπαυξήσεως ἢ μειώσεως τοῦ ἀντικειμένου ἑκάστης ὑπεργολαβίας μέχρι ποσοστοῦ 20 ο)ο τοῦ ἀντιστοίχου κατὰ τὴν ὑποβολὴν τῆς προσφορᾶς προϋπολογισμοῦ ἐξαιρουμένης τῆς περιπτώσεως καθ' ἣν ἡ αὐξομείωσις ὀφείλεται εἰς τὸν ὅρον 14 τοῦ παραρτήματος «Α» τῆς συμβάσεως.

Διὰ τὰς πέραν τοῦ ὡς ἄνω ποσοστοῦ ἐργασίας δικαιοῦται ὁ Ὑπεργολάβος νὰ ζητήσῃ εἴτε διάλυσιν τῆς Ἐργολαβίας, εἴτε καθορισμὸν νέων τιμῶν μονάδος.

Ἀπολογιστικαὶ ἐργασίαι:

3) Ὁ Ἀνάδοχος, ἐὰν κατὰ τὴν γνώμην του τοῦτο εἶναι ἀναγκαῖον ἢ ἐπιθυμητόν, δύναται νὰ διατάξῃ ἐγγράφως τῇ ἐγκρίσει πάντοτε τοῦ Ἰδιοκτήτου, ὅπως πᾶσα πρόσθετος ἢ ἐπανορθωτικὴ ἐργασία ἐκτελεσθῇ ἀπολογιστικῶς.

Ὁ Ὑπεργολάβος θὰ δώσῃ εἰς τὸν Ἀνάδοχον ἀποδείξεις καὶ ἄλλα δικαιολογητικά, ἀπαραίτητα διὰ νὰ ἀποδείξῃ τὰ πληρωθέντα ὑπ' αὐτοῦ ποσά, πρὸ πάσης δὲ παραγγελίας ὑλικῶν θὰ ὑποβάλῃ εἰς τὸν Ἀνάδοχον τιμὰς αὐτῶν διὰ τὴν ὑπ' αὐτοῦ ἔγκρισιν.

Ἐν σχέσει μὲ πᾶσαν ἐκτελουμένην ἀπολογιστικὴν ἐργασίαν, ὁ Ὑπεργολάβος καθ' ὅλην τὴν διάρκειαν ταύτης, ὀφείλει νὰ παραδίδῃ καθ' ἑκάστην ἡμέραν εἰς τὸν Ἐκπρόσωπον τοῦ Ἀναδόχου ἀκριβῆ κατάστασιν εἰς διπλοῦν τῶν ὀνομάτων, ἀσχολιῶν καὶ χρόνου ἐργασίας ὅλων τῶν εἰς τὴν ἐργασίαν ταύτην χρησιμοποιουμένων ἐργατῶν, ὡς καὶ ἑτέραν ἐπίσης εἰς διπλοῦν ἐμφαίνουσαν τὸ εἶδος καὶ τὴν ποσότητα ἁπάντων τῶν χρησιμοποιουμένων ὑλικῶν καὶ Ἐξοπλισμοῦ διὰ τὴν ἐργασίαν ταύτην. Ἀντίτυπον ἑκάστης καταστάσεως καὶ ἑκάστου τιμολογίου, ἐφ' ὅσον διαπιστωθῇ ἡ ἀκρίβεια αὐτοῦ καὶ ἐγκριθῇ, ὑπογράφεται ὑπὸ τοῦ Ἐκπροσώπου τοῦ Ἀναδόχου, καὶ ἐπιστρέφεται εἰς τὸν Ὑπεργολάβον. Εἰς τὸ τέλος ἑκάστου μηνὸς ὁ Ὑπεργολάβος θὰ παραδίδῃ εἰς τὸν Ἐκπρόσωπον τοῦ Ἀναδόχου ὑπογεγραμμένον ἀπολογισμὸν τῶν ὡρῶν ἐργασίας, τῶν ὑλικῶν καὶ τοῦ Ἐξοπλισμοῦ καὶ θὰ δικαιοῦται νὰ πληρωθῇ βάσει τούτου, ἐφ' ὅσον εὑρεθῶσιν ἐν ἀπολύτῳ τάξει τὰ σχετικὰ δικαιολογητικά.

Ἐπὶ τῶν ὡς ἄνω ἀπολογιστικῶν δαπανῶν ὁ Ὑπεργολάβος δικαιοῦται ποσοστοῦ 10 ο)ο ἀπομειουμένου κατὰ τὴν ἔκπτωσιν διὰ γενικὰ ἔξοδα καὶ ὄφελος αὐτοῦ καὶ μόνον ἐπὶ τῶν πραγματικῶν δαπανῶν (οὐχὶ τῶν κρατήσεων κλπ.).

Ἀπαιτήσεις:

4) Ὁ Ὑπεργολάβος ἅπαξ κατὰ μῆνα, θὰ ἀποστέλλῃ εἰς τὸν Ἐκπρόσωπον τοῦ Ἀναδόχου λογαριασμὸν περιέγοντα (ἐν πάσῃ δυνατῇ λεπτομερείᾳ) τὰ στοιχεῖα τῶν ἀπαιτήσεών του διὰ πᾶσαν πρόσθετον δαπάνην, εἰς τὴν ὁποίαν νομίζει ὅτι ὑπεβλήθη, ὡς καὶ διὰ πᾶσαν πρόσθετον ἐργασίαν διαταχθεῖσαν ὑπὸ τοῦ Ἀναδόχου καὶ ἐγκριθεῖσαν παρὰ τοῦ Ἐπόπτου καὶ ἐκτελεσθεῖσαν κατὰ τὸν παρελθόντα μῆνα, οὐδεμία δὲ ἀπαίτησις πληρωμῆς διὰ τοιαύτην ἐργασίαν θὰ καταβάληται, ἐφ' ὅσον δὲν περιέχεται εἰς τὸν ρηθέντα λογαριασμόν.

ΚΑΤΑΣΚΕΥΑΣΤΙΚΟΣ ΕΞΟΠΛΙΣΜΟΣ, ΒΟΗΘΗΤΙΚΑ ΕΡΓΑ ΚΑΙ ΥΛΙΚΑ

53. Κατασκευαστικὸς Ἐξοπλισμὸς πρὸς ἀποκλειστικὴν χρῆσιν εἰς τὰ Ἔργα:

1) Εὐθὺς ὡς μεταφερθῇ εἰς τὸ Ἐργοτάξιον ὁ Κατασκευαστικὸς Ἐξοπλισμός, γίνουν αἱ βοηθητικαὶ καὶ προσωιναὶ ἐγκαταστάσεις καὶ προσκομισθοῦν τὰ ὑλικὰ ὑπὸ τοῦ Ὑπεργολάβου, πάντα ταῦτα θὰ θεωροῦνται ὡς προοριζόμενα ἀποκλειστικῶς διὰ τὴν κατασκευὴν μέχρις ἀποπερατώσεως τῶν Ἔργων καὶ δὲν δύνανται νὰ μετακινηθῶσιν ἐξ αὐτῶν (ἐξαιρέσει τῆς μετακινήσεως ἀπὸ ἑνὸς τμήματος εἰς ἕτερον τῆς Ὁδοῦ) ἄνευ γραπτῆς ἐγκρίσεως τοῦ Ἀναδόχου, ἥτις δέον νὰ μὴ καθυστερήσῃ ἀδικαιολογήτως.

Ἀποκόμισις τοῦ ἐξοπλισμοῦ κλπ.:

2) Ἅμα τῇ ἀποπερατώσει τῶν Ἔργων, ὁ Ὑπερνολάβος θὰ ἀποκομίσῃ ἐκ τοῦ Ἐργοταξίου ἅπαντα, τὸν ἐκεῖ Ἐξοπλισμὸν ὡς καὶ τὰς βοηθητικὰς ἐγκαταστάσεις του καὶ τὰ μὴ χρησιμοποιηθέντα ὑλικά, τὰ ὁποῖα οὗτος προσεκόμισεν.

Ὁ Ἰδιοκτήτης δὲν εἶναι ὑπεύθυνος διὰ ζημίας εἰς τὸν Ἐξοπλισμὸν κλπ.:

3) Ὁ Ἰδιοκτήτης δὲν εἶναι ὑπεύθυνος καθ' οἱονδήποτε χρόνον καὶ δι' οἱανδήποτε ἀπώλειαν ἢ ζημίαν προξενηθεῖσαν

εἰς τὸν Κατασκευαστικὸν Ἐξοπλισμόν, τὰς προσωρινὰς ἐγκαταστάσεις ἢ τὰ ὑλικά, ἐξαιρέσει τῶν περιπτώσεων τῶν ὅρων 18 καὶ 60 τοῦ παρόντος.

54. Ἔγκρισις τῶν Ὑλικῶν μὴ ἐξυπακουομένη:

Ἡ ἐφαρμογὴ τοῦ ὅρου 53 τοῦ παρόντος δὲν ἐξυπακούει οἱανδήποτε ἔγκρισιν ὑπὸ τοῦ Ἀναδόχου τῶν ἐν αὐτῷ ἀναφερομένων ὑλικῶν ἢ ἀντικειμένων καὶ δὲν ἀναστέλλει τὸ δικαίωμα τούτου νὰ ἀπορρίψῃ οἱονδήποτε ἐκ τῶν ἐν λόγῳ ὑλικῶν, καθ' οἱονδήποτε χρόνον.

ΠΙΣΤΟΠΟΙΗΣΕΙΣ ΚΑΙ ΠΛΗΡΩΜΑΙ

55. Μηνιαῖαι Πιστοποιήσεις:

1) Ὁ Ὑπεργολάβος θὰ ὑποβάλῃ εἰς τὸν Ἀνάδοχον ἐντὸς τῶν πρώτων δέκα (10) ἡμερῶν ἑκάστου μηνός, λογαριασμὸν δι' ἐκτελεσθεῖσαν ἐργασίαν ὡρισμένου τμήματος τῆς Ὁδοῦ κατὰ τὴν διάρκειαν τοῦ προηγουμένου μηνός. Ὁ λογαριασμὸς οὗτος θὰ ὑποβληθῇ εἰς ἓξ (6) ἀντίγραφα καὶ ὁ Ἀνάδοχος, ἅμα τῇ λήψει αὐτοῦ, θὰ ἀποστείλῃ ἀμέσως ἓν ἀντίγραφον εἰς τὸν Ἐπόπτην Μηχανικόν. Αἱ διατάξεις τοῦ ὅρου 17 (α) τῶν Εἰδικῶν Ὅρων θὰ διέπουν τὰς ἐνδιαμέσους μηνιαίας πιστοποιήσεις.

Ἔγκρισις μηνιαίων πιστοποιήσεων:

2) Ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως, ἐντὸς δεκαπέντε (15) ἡμερῶν ἀπὸ τῆς ὑπ' αὐτοῦ λήψεως τῆς μηνιαίας πιστοποιήσεως τοῦ Ὑπεργολάβου, τελικῶς ἐγκρίνῃ ἢ τροποποιήσῃ αὐτὴν ἐν σχέσει μὲ τὰς ἐκτελεσθείσας ἐργασίας εἰς τὸ σχετικὸν τμῆμα, διὰ τὸ ὁποῖον ἡ μηνιαία πιστοποίησις ὑπεβλήθη, καὶ θὰ μεταβιβάσῃ αὐτήν, ὡς ἐνεκρίθη ἢ ἐτροποποιήθη παρ' αὐτοῦ εἰς τὸν Ἰδιοκτήτην πρὸς πληρωμήν. Ὁ Ἀνάδοχος θὰ ἀποστείλῃ εἰς τὸν Ἐπόπτην Μηχανικὸν ἓν ἀντίγραφον τῆς τοιαύτης πιστοποιήσεως, ὡς ἐνεκρίθη ἢ ἐτροποποιήθη παρ' αὐτοῦ, κατὰ τὸν χρόνον καθ' ὃν μεταβιβάζει ταύτην εἰς τὸν Ἰδιοκτήτην πρὸς πληρωμήν. Ἐν περιπτώσει μὴ τροποποιήσεως ταύτης ἐντὸς τῶν προαναφερθεισῶν δεκαπέντε (15) ἡμερῶν, ἡ τοιαύτη πιστοποίησις θὰ θεωρηθῇ ὡς ἐγκριθεῖσα ὑπὸ τοῦ Ἀναδόχου διὰ πᾶσαν χρῆσιν ἀλλὰ τοῦτο ὁπωσδήποτε δὲν θὰ προδικάσῃ τὸ δικαίωμα τοῦ Ἀναδόχου ἢ τὸ δικαίωμα τοῦ Ἐπόπτου Μηχανικοῦ (συμφώνως πρὸς τὰ δικαιώματα τὰ ὁποῖα ἔχει ὁ Ἐπόπτης Μηχανικὸς βάσει τοῦ ὅρου 3 τῆς παρούσης) νὰ ἀναθεωρήσῃ τὸ ποσὸν τῆς τοιαύτης πιστοποιήσεως ἐντὸς τοῦ πλαισίου τῆς ἀνακεφαλαιωτικῆς προσεχοῦς μηνιαίας πιστοποιήσεως.

Πληρωμὴ μηνιαίων πιστοποιήσεων:

3) Ὁ Ἀνάδοχος θὰ πληρώσῃ εἰς τὸν Ὑπεργολάβον τὸ ἐγκριθὲν ποσὸν τῆς μηνιαίας πιστοποιήσεως οὐχὶ βραδύτερον τῶν 10 ἡμερῶν ἀμέσως μετὰ τὴν ἡμερομηνίαν καθ' ἣν ἡ τοιαύτη μηνιαία πιστοποίησις ἐνεκρίθη ὑπὸ τοῦ Ἰδιοκτήτου ἢ ἐθεωρήθη ὡς τελικῶς ἐγκριθεῖσα παρ' αὐτοῦ. Ἡ μηνιαία πιστοποίησις δὲν ὑπόκειται εἰς καμμίαν μείωσιν λόγῳ κρατήσεων. Οἱ τυχὸν φόροι, τέλη, κρατήσεις ὑπὲρ τοῦ Δημοσίου ἢ ὑπὲρ τοίτων παρὰ τῶν ὑπεργολάβων πληρώνονται προηγενέστερον καὶ ἀποτελοῦν δικαιολογητικὰ συντάξεως τοῦ λογαριασμοῦ. Αἱ διατάξεις τοῦ ὑποδαφίου (δ) τοῦ ὅρου 18 τῶν Εἰδικῶν Ὅρων θὰ ἔχωσιν ἐφαρμογὴν ἐν σχέσει μὲ τὴν μὴ πληρωμὴν ὑπὸ τοῦ Ἀναδόχου εἰς τὸν Ὑπεργολάβον κατὰ τὴν καθωρισμένην ἡμερομηνίαν τῆς μηνιαίας πιστοποιήσεως, αἱ δὲ διατάξεις τῶν ὅρων 19 καὶ 20 τῶν Εἰδικῶν Ὅρων θὰ ἔχωσιν ἐφαρμογὴν ὡς πρὸς τὸν τρόπον τῆς πληρωμῆς τῶν μηνιαίων πιστοποιήσεων.

56. Ἔγκρισις μόνον διὰ Πιστοποιητικοῦ Συντηρήσεως:

Οὐδὲν ἕτερον πιστοποιητικόν, ἐκτὸς τοῦ Πιστοποιητικοῦ Συντηρήσεως τοῦ ἀναφερομένου εἰς τὸν ὅρον 57 τοῦ παρόντος, δύναται νὰ θεωρηθῇ ὅτι ἀποτελεῖ ἔγκρισιν οἱασδήποτε ἐργασίας, ἢ ἄλλου θέματος διὰ τὸ ὁποῖον ἐξεδόθη, οὐδὲ ὅτι ἀποτελεῖ παραδοχὴν καλῆς ἐκτελέσεως τῆς Συμβάσεως ἢ μέρους ταύτης, ἢ ὅτι πιστοποιεῖ οἱανδήποτε ἀπαίτησιν τοῦ Ὑπεργολάβου διὰ ποσόθετον ἢ διάφορον ἐργασίαν διαταχθεῖσαν ὑπὸ τοῦ Ἀναδόχου. Ἐπίσης οὐδὲν ἕτερον πιστοποιητικὸν δύναται νὰ περιορίσῃ ἢ νὰ τροποποιήσῃ τὰς δικαιοδοσίας τοῦ Ἀναδόχου.

57. Πιστοποιητικὸν Συντηρήσεως:

1) Ἡ Σύμβασις δὲν θεωρεῖται συντελεσθεῖσα πρὸ τῆς ὑπογραφῆς ὑπὸ τοῦ Ἀναδόχου τῇ ἐγκρίσει πάντοτε τοῦ Ἰδιοκτήτου καὶ τῆς παραδόσεως εἰς τὸν Ἰδιοκτήτην τοῦ Πιστοποιητικοῦ Συντηρήσεως, ἀναγράφοντος ὅτι αἱ ἐργασίαι συνεπληρώθησαν καὶ συνετηρήθησαν κατὰ πλήρως ἱκανοποιητικὸν τρόπον. Τὸ Πιστοποιητικὸν Συντηρήσεως θὰ δίδεται ὑπὸ τοῦ Ἀναδόχου εἴκοσιν ὀκτὼ (28) ἡμέρας μετὰ τὴν ἐκποίησιν τῆς Περιόδου Συντηρήσεως ἢ ἀμέσως εὐθὺς ὡς, οἱαιδήποτε ἐργασίαι διαταχθεῖσαι κατὰ τὴν Περίοδον ταύτην σχετικῶς μὲ τὸ ὑπ' ὄψει τμῆμα, συμφώνως τοῖς ὅροις 49 καὶ 50 τοῦ παρόντος, συνεπληρώθησαν ἱκανοποιητικῶς διὰ τὸν Ἀνάδοχον καὶ θὰ ἔχῃ πλήρη ἰσχὺν ὁ ὅρος οὗτος ἀδιαφόρως οἱασδήποτε προηγουμένης εἰσόδου εἰς τὰ Ἔργα ἢ κατοχῆς αὐτῶν ἢ ἐργασίας ἢ χρησιμοποιήσεως αὐτῶν ἢ τμήματος αὐτῶν ὑπὸ τοῦ Ἰδιοκτήτου.

Λῆξις τῆς εὐθύνης τοῦ Ἰδιοκτήτου:

2) Ὁ Ἰδιοκτήτης δὲν θεωρεῖται ὑπεύθυνος ἀπέναντι τοῦ Ὑπεργολάβου δι' οἱανδήποτε αἰτίαν προερχομένην ἢ σχετιζομένην πρὸς τὴν μετ' αὐτοῦ Σύμβασιν ἢ τὴν ἐκτέλεσιν τῶν Ἔργων, ἐὰν ὁ Ὑπεργολάβος δὲν διετύπωσε τὴν τοιαύτην ἀπαίτησίν του ἐγγράφως πρὸ τῆς ἐκδόσεως τοῦ κατὰ τὸν παρόντα ὅρον Πιστοποιητικοῦ Συντηρήσεως.

Μὴ ἐκπληρωθεῖσαι ὑποχρεώσεις:

3) Παρὰ τὴν ἔκδοσιν τοῦ Πιστοποιητικοῦ Συντηρήσεως, ὁ Ὑπεργολάβος καθὼς (ὑπὸ τὴν ἐπιφύλαξιν τοῦ ἐδαφίου (2) τοῦ παρόντος ὅρου) καὶ ὁ Ἀνάδοχος παραμένουν ὑπεύθυνοι διὰ τὴν ἐκπλήρωσιν πάσης ἐκ τῆς Συμβάσεως ὑποχρεώσεώς των, προγενεστέρας τῆς ἐκδόσεως τοῦ Πιστοποιητικοῦ Συντηρήσεως, ἥτις ὑποχρέωσις δὲν εἶχεν εἰσέτι ἐκπληρωθῇ κατὰ τὴν ἔκδοσιν τοῦ Πιστοποιητικοῦ. Πρὸς τὸν σκοπὸν καθορισμοῦ τῆς φύσεως καὶ τῆς ἐκτάσεως τῶν ἐν λόγῳ ὑποχρεώσεων, ἡ Σύμβασις θεωρεῖται παραμένουσα ἐν ἰσχύϊ μεταξὺ τῶν συμβαλλομένων.

ΘΕΡΑΠΕΙΑ ΚΑΙ ΔΙΚΑΙΩΜΑΤΑ

58. Ἔκπτωσις:

1) Ἐὰν ὁ Ὑπεργολάβος χρεοκοπήσῃ ἢ ὑποβληθῇ ἐναντίον του αἴτησις πτωχεύσεως, ἢ ὑποβάλῃ οὗτος αἴτησιν χρεοκοπίας ἢ ἐκχωρήσῃ ὑπὲρ τῶν δανειστῶν του, ἢ συμφωνήσῃ νὰ ἐκτελέσῃ τὴν Σύμβασιν ὑπὸ τὴν ἐπίβλεψιν ἐπιτροπῆς ἐκ τῶν δανειστῶν του, ἢ (ἐὰν εἶναι ἑταιρεία) εἰσέλθῃ εἰς τὸ στάδιον τῆς ἐκκαθαρίσεως (ἐκτὸς τῆς διὰ σκοποὺς συγγωνεύσεως ἢ ἀναδιαρθρώσεως γινομένης ἰδίᾳ αὐτῆς πρωτοβουλίᾳ ἐκκαθαρίσεως), ἢ ἐὰν ὁ Ὑπεργολάβος ἐκχωρήσῃ τὴν Σύμβασιν ἄνευ προηγουμένης ἐγγράφου συναινέσεως τοῦ Ἰδιοκτήτου, ἢ ἐὰν διετάχθη ἐκτέλεσις ἐπὶ τῆς περιουσίας του ἢ ἐὰν ὁ Ἀνάδοχος πιστοποιήσῃ ἐγγράφως πρὸς τὸν Ἰδιοκτήτην ὅτι, κατὰ τὴν γνώμην του, ὁ Ὑπεργολάβος:

α) ἐγκατέλειψε τὴν Σύμβασιν, ἢ

β) ἄνευ δεδικαιολογημένης αἰτίας δὲν ἤρχισε τὰ Ἔργα ἢ ἀνέστειλε τὴν πρόοδον αὐτῶν ἐπὶ 28 ἡμέρας, μετὰ τὴν λῆψιν ἐγγράφου διαταγῆς τοῦ Ἀναδόχου νὰ προχωρήσῃ τὴν ἐργασίαν, ἢ

γ) παρέλειψε νὰ ἀποκομίσῃ ἐκ τοῦ Ἐργοταξίου ὑλικὰ ἢ νὰ κατεδαφίσῃ καὶ ἀντικαταστήσῃ ἐργασίαν ἐπὶ 28 ἡμέρας μετὰ τὴν λῆψιν ἐγγράφου διαταγῆς τοῦ Ἀναδόχου, ὅτι τὰ ἐν λόγῳ ὑλικὰ καὶ ἐργασία ἀπερρίφθησαν ὑπ' αὐτοῦ, κατὰ τοὺς ὅρους τῆς Συμβάσεως, ἢ

δ) δὲν ἐκτελεῖ τὰ Ἔργα συμφώνως πρὸς τὴν Σύμβασιν, ἢ ὅτι κατὰ σύστημα παραμελεῖ νὰ συμμορφωθῇ πρὸς τὰς ἐκ τῆς Συμβάσεως ὑποχρεώσεις του, ἢ

ε) ἀνέθεσε, πρὸς βλάβην τῆς καλῆς ἐκτελέσεως τῶν Ἔργων καὶ παρὰ τὰς ἀντιθέτους ὁδηγίας τοῦ Ἀναδόχου εἰς τρίτον ὑπεργολάβον τὴν ἐκτέλεσιν μέρους τῆς Συμβάσεως, τότε ὁ Ἰδιοκτήτης δικαιοῦται, μετὰ ἔγγραφον προειδοποίησιν δέκα τεσσάρων (14) ἡμερῶν, νὰ καταλάβῃ τὸ Ἐργοτάξιον καὶ τὰ Ἔργα καὶ νὰ ἐκδιώξῃ ἐξ αὐτῶν τὸν Ὑπεργολάβον χωρὶς ἐκ τούτου νὰ ἀποστῇ τοῦ Συμβολαίου ἢ νὰ ἀπαλλάξῃ τὸν Ὑπεργολάβον οἱασδήποτε τῶν Συμβατικῶν ὑποχρεώ-

σεων καὶ εὐθυνῶν του, ἢ νὰ θίξῃ τὰ δικαιώματα, τὰ ὁποῖα ἡ Σύμβασις παρέχει εἰς τὸν Ἰδιοκτήτην ἢ τὸν Ἀνάδοχον, δύναται δὲ ἡ νὰ συμπληρώσῃ μόνος του τὰ Ἔργα ἢ νὰ ἀναθέσῃ τὴν συμπλήρωσιν αὐτῶν εἰς ἕτερον Ὑπεργολάβον. Ὁ Ἰδιοκτήτης ἢ ὁ τρίτος οὗτος Ὑπεργολάβος δύναται νὰ χρησιμοποιήσῃ διὰ τὴν συμπλήρωσιν τῶν Ἔργων οἱονδήποτε Κατασκευαστικὸν Ἐξοπλισμόν, πρόχειρα ἔργα ἢ ὑλικά, ἐξ ἐκείνων ἅτινα κατὰ τὰς διατάξεις τῆς Συμβάσεως διετέθησαν ἀποκλειστικῶς διὰ τὴν κατασκευὴν καὶ συμπλήρωσιν τῶν Ἔργων καὶ ἤθελεν ἢ ἤθελον κρίνει τοῦτο ἀναγκαῖον. ὁ δὲ Ἰδιοκτήτης δύναται ὁποτεδήποτε νὰ πωλήσῃ οἱονδήποτε Κατασκευαστικὸν Ἐξοπλισμόν, Βοηθητικὸν Ἔργον ἢ ἀχρησιμοποίητα ὑλικὰ διὰ νὰ καλύψῃ μὲ τὸ τίμημα αὐτῶν οἱαδήποτε ὀφειλόμενα ἢ δυνατὸν νὰ ὀφείλωνται κατὰ τὰς διατάξεις τῆς Συμβάσεως εἰς αὐτὸν ὑπὸ τοῦ Ὑπεργολάβου ποσά.

Ἐκτίμησις ἀποζημιώσεως κατὰ τὸν χρόνον τῆς ἐκπτώσεως:

2) Ὁ Ἀνάδοχος, εὐθὺς ὡς καταστῇ τοῦτο δυνατόν, μετὰ τὴν ἐκβολὴν τοῦ Ὑπεργολάβου ὑπὸ τοῦ Ἰδιοκτήτου, θέλει καθορίσει τῇ ἐγκρίσει πάντοτε τοῦ Ἰδιοκτήτου ἢ κατόπιν ἀναφορᾶς τῶν συμβαλλομένων, ἢ μετὰ ἔρευναν, τὴν ὁποίαν οὗτος ἤθελε κάμει ἡ διατάξει, καὶ θέλει πιστοποιήσει ποῖον ποσὸν (ἐὰν ὑφίσταται τοιοῦτον) κατὰ τὴν στιγμὴν τῆς ἐκβολῆς θὰ προέκυπτε δικαιολογημένως ὑπὲρ τοῦ Ὑπεργολάβου διὰ τὴν μέχρι τῆς στιγμῆς ταύτης ἐκτελεσθεῖσαν συμφώνως πρὸς τοὺς ὅρους τῆς Συμβάσεως ἐργασίαν κατόπιν ἐπιμετρήσεως καὶ ποία ἡ ἀξία τῶν μὴ εἰσέτι χρησιμοποιηθέντων ἢ ἐν μέρει χρησιμοποιηθέντων ὑλικῶν, Κατασκευαστικοῦ Ἐξοπλισμοῦ καὶ προσωρινῶν ἐγκαταστάσεων, ὡς καὶ τὸ ποσὸν τῶν οἱωνδήποτε ἐκκρεμῶν πιστώσεων αἱ ὁποῖαι ὀφείλονται ἢ θὰ ἦτο δυνατὸν νὰ ὀφείλωνται εἰς τὸν Ὑπεργολάβον.

Πληρωμὴ μετὰ τὴν ἔκπτωσιν:

3) Ἐὰν ὁ Ἰδιοκτήτης ἐκβάλῃ τὸν Ὑπεργολάβον κατὰ τὰς διατάξεις τοῦ παρόντος ὅρου, δὲν εἶναι ὑπεύθυνος νὰ πληρώσῃ εἰς αὐτὸν ποσόν τι ἐξ οἱασδήποτε αἰτίας τῆς Συμβάσεως μέχρι τῆς ἐκπνοῆς τῆς Περιόδου τῆς Συντηρήσεως καὶ μετὰ ταῦτα, μέχρις ὅτου τὰ ἔξοδα ἀποπερατώσεως καὶ Συντηρήσεως, ὡς καὶ ζημιῶν ἐκ τῆς καθυστερήσεως τῆς ἀποπερατώσεως (ἐὰν ὑπῆρχε τοιαύτη) καὶ ὅλα τὰ λοιπὰ ἔξοδα, τὰ ὁποῖα ὑπέστη ὁ Ἰδιοκτήτης, ἐξακριβωθῶσι καὶ τὸ ποσὸν αὐτῶν βεβαιωθῇ ὑπὸ τοῦ Ἀναδόχου. Τότε ὁ Ὑπεργολάβος δικαιοῦται νὰ λάβῃ μόνον τὸ ποσὸν ἢ τὰ ποσὰ (ἐὰν ὑπάρχουν τοιαῦτα) τὰ ὁποῖα θὰ πιστοποιήσῃ ὁ Ἀνάδοχος τῇ ἐγκρίσει τοῦ Ἰδιοκτήτου ὅτι τοῦ ὀφείλονται μετὰ τὴν ὑπ' αὐτοῦ συμπλήρωσιν καὶ ἀφαίρεσιν τοῦ ποσοῦ τὸ ὁποῖον θὰ δαπανήσῃ διὰ τὰ ἐν ἀρχῇ τῆς παραγράφου ταύτης ἔξοδα. Ἐὰν τὸ ποσὸν τοῦτο ὑπερβαίνῃ τὸ ποσόν, τὸ ὁποῖον θὰ ἐλάμβανεν ὁ Ὑπεργολάβος κατὰ τὴν κανονικὴν ἀποπεράτωσιν τῶν Ἔργων, τότε ὁ Ὑπεργολάβος, τῇ αἰτήσει τοῦ Ἰδιοκτήτου, ὀφείλει νὰ καταβάλῃ εἰς αὐτὸν τὸ ἐπὶ πλέον, ἄλλως θεωρεῖται ὡς χρέος τοῦ Ὑπεργολάβου πρὸς τὸν Ἰδιοκτήτην καὶ δύναται νὰ ζητηθῇ ὡς τοιοῦτον, ὑπὸ τὴν προϋπόθεσιν ὅτι τὰ ἀνωτέρω οὐδόλως θὰ ἀποτελέσουν δικαιολογίαν διὰ τὸν Ἰδιοκτήτην ὅπως μὴ καταβάλῃ κατὰ τὰς λήξεις οἱονδήποτε ἐκ τῶν Χρεωστικῶν Ὁμολόγων τὰ ὁποῖα ἀπεδόθησαν εἰς τὸν Ἀνάδοχον ὑπὸ τοῦ Παρακαταθέτου, κατ' ἐφαρμογὴν τῶν διατάξεων τῶν Εἰδικῶν Ὅρων.

59. Ἐπείγουσαι Ἐπισκευαί:

Ἐὰν λόγῳ ἀτυχήματος, σφάλματος ἢ ἄλλου γεγονότος λαβόντος χώραν εἰς τὰ Ἔργα, κατὰ τὴν περίοδον τῆς ἐκτελέσεως τούτων ἢ κατὰ τὴν περίοδον τῆς Συντηρήσεως, παραστῇ ἀνάγκη ἐκτελέσεως ἐπισκευῶν, αἵτινες, κατὰ τὴν πρότασιν τοῦ Ἀναδόχου ἢ τοῦ Ἐκπροσώπου αὐτοῦ καὶ τῇ ἐγκρίσει πάντοτε τοῦ Ἰδιοκτήτου εἶναι ἐπείγουσαι διὰ τὴν ἀσφάλειαν τῶν Ἔργων, ὁ δὲ Ὑπεργολάβος δὲν δύναται ἢ εἶναι ἀπρόθυμος νὰ ἐκτελέσῃ πάραυτα τοιαύτην τινὰ ἐργασίαν, τότε ὁ Ἰδιοκτήτης δύναται δι' ἰδίων ἢ ἄλλως πως λαμβανομένων ἐργατῶν νὰ ἐκτελέσῃ τὰς ἐπισκευὰς τὰς ὁποίας ὁ Ἀνάδοχος ἢ ὁ Ἐκπρόσωπος αὐτοῦ κρίνουν ἀναγκαίας.

Ἐὰν αἱ οὕτω ἐκτελεσθεῖσαι ὑπὸ τοῦ Ἰδιοκτήτου ἐπισκευαὶ εἶναι, κατὰ τὴν πρότασιν τοῦ Ἀναδόχου τῇ ἐγκρίσει τοῦ Ἐπόπτου, ἐξ ἐκείνων, διὰ τὰς ὁποίας ἦτο ἐκ τῆς Συμβάσεως ὑπεύθυνος ὁ Ὑπεργολάβος, τότε ὅλα τὰ ἔξοδα, τὰ ὁποῖα δεδικαιολογημένως ὑπέστη ὁ Ἰδιοκτήτης, ὀφείλουν νὰ καταβληθοῦν παρὰ τοῦ Ὑπεργολάβου ἢ δύνανται νὰ κρατηθῶσιν ὑπὸ τοῦ Ἰδιοκτήτου ἐκ παντὸς ὀφειλομένου εἰς τοῦτον ποσοῦ. Ὁ Ἀνάδοχος ἢ ὁ Ἐκπρόσωπος αὐτοῦ (ἀναλόγως τῆς περιπτώσεως) ὀφείλουν τὸ δυνατὸν ταχύτερον μετὰ τὴν ἐπέλευσιν τοιαύτης ἐπειγούσης ἀνάγκης νὰ εἰδοποιήσουν περὶ τούτου τὸν Ὑπεργολάβον ἐγγράφως.

ΕΙΔΙΚΟΙ ΕΞΑΙΡΕΤΙΚΟΙ ΚΙΝΔΥΝΟΙ

60. Δὲν ὑπάρχει Εὐθύνη διὰ τὰ ἀπρόοπτα λόγῳ Πολέμου:

1) Ὁ Ὑπεργολάβος οὐδεμίαν ὑπέχει εὐθύνην δι' ἀποζημίωσιν ἢ ἄλλην χρηματικὴν καταβολὴν διὰ καταστροφὴν ἢ βλάβην τῶν Ἔργων (ἐκτὸς ἐὰν πρόκειται περὶ ἐργασίας ἀπορριφθείσης κατὰ τὰς διατάξεις τοῦ ὅρου 40 τοῦ παρόντος πρὸ τῆς ἐπελεύσεως τῶν κατωτέρω ἀναφερομένων «εἰδικῶν ἐξαιρετικῶν κινδύνων») ἢ τῶν Βοηθητικῶν Ἔργων ἢ οἱασδήποτε περιουσίας τοῦ Ἰδιοκτήτου ἢ τρίτων, ἢ διὰ βλάβην ἢ ἀπώλειαν ζωῆς, ἐφ' ὅσον ταῦτα εἶναι συνέπεια ἄμεσος ἢ ἔμμεσος πολεμικῶν ἐπιχειρήσεων (εἴτε πρόκειται περὶ κεκηρυγμένου εἴτε περὶ ἀκηρύκτου πολέμου) ἐπιδρομῆς, εἰσβολῆς ξένων στρατευμάτων, ἐπαναστάσεως, στρατιωτικοῦ κινήματος ἢ ἐμφυλίου πολέμου, στάσεως (ἐκτὸς ἐὰν αὕτη συνέβη μόνον ἐντὸς τοῦ προσωπικοῦ τοῦ Ὑπεργολάβου) ἀναταραχῆς, ὁχλαγωγίας (ἅπαντα συνοπτικῶς ἀναγραφόμενα ἐν τοῖς ἑφεξῆς ὡς «εἰδικοὶ ἐξαιρετικοὶ κίνδυνοι»). Ὁ Ἰδιοκτήτης ὀφείλει νὰ ἀπαλλάξῃ τὸν ὑπεργολάβον οἱασδήποτε εὐθύνης ἐκ τούτων ὡς καὶ πάσης ἀπαιτήσεως, ἐνεργείας, ζημιῶν, ἐξόδων καὶ ἐπιβαρύνσεων οἱασδήποτε φύσεως, προερχομένων ἐκ τῶν ἄνω θι αἰτίων ἢ συνεπείᾳ αὐτῶν, ὀφείλει δὲ νὰ ἀποζημιώσῃ τὸν Ὑπεργολάβον διὰ πᾶσαν ἀπώλειαν ἢ ζημίαν τῆς περιουσίας αὐτοῦ, χρησιμοποιηθείσης ἢ μελλούσης νὰ χρησιμεύσῃ εἰς τὴν κατασκευὴν τῶν Ἔργων (συμπεριλαμβανομένης καὶ τῆς ὑπὸ μεταφορὰν εἰς τὸ Ἐργοτάξιον οἱουδήποτε τμήματος τῆς Ὁδοῦ περιουσίας του), προελθοῦσαν ἀμέσως ἢ ἐμμέσως ἐκ τῶν ἄνω ἀναφερομένων ὡς ἄνω «εἰδικῶν ἐξαιρετικῶν κινδύνων».

Ζημίαι εἰς τὰ Ἔργα:

2) Ἐὰν τὰ Ἔργα, τὰ Βοηθητικὰ Ἔργα, ἢ τὰ ὑλικά, (εἴτε διὰ τὰ πρῶτα εἴτε διὰ τὰ δεύτερα) τὰ εὑρισκόμενα πλησίον ἢ ὑπὸ διαμετακόμισιν ἢ εἰς τὸ Ἐργοτάξιον οἱουδήποτε τμήματος τῆς Ὁδοῦ ὑποστοῦν καταστροφὰς ἢ ζημίας ἐξ οἱουδήποτε ἐκ τῶν προαναφερθέντων «εἰδικῶν ἐξαιρετικῶν κινδύνων», ὁ Ὑπεργολάβος δικαιοῦται νὰ πληρωθῇ δι' οἱανδήποτε μόνιμον ἔργον ἢ δι' οἱαδήποτε ὑλικὰ καταστραφέντα ἢ βλαβέντα, ὁ δὲ Ἰδιοκτήτης ὀφείλει νὰ πληρώσῃ τὸν Ὑπεργολάβον διὰ τὴν ἀποκατάστασιν τῶν Ἔργων, τῶν Προσωρινῶν Ἔργων καὶ τὴν ἀντικατάστασιν τῶν ὑλικῶν τὰ ὁποῖα ὁ Ἀνάδοχος ἤθελε ζητήσει ἢ ἤθελε προτείνῃ διὰ τὴν συμπλήρωσιν τῶν Ἔργων ἐπὶ τῇ βάσει τῶν πραγματικῶν δαπανῶν τοῦ Ὑπεργολάβου τῇ ἐγκρίσει πάντοτε τοῦ Ἰδιοκτήτου, πλέον ποσοστοῦ ὀφέλους, τὸ ὁποῖον ὁ Ἀνάδοχος θέλει πιστοποιήσει ὡς εὔλογον.

Βλήματα, βόμβαι, κλπ.:

3) Καταστροφαί, ζημίαι ἢ ἀπώλειαι ζωῆς προερχόμεναι, ὁποτεδήποτε καὶ ὁπουδήποτε, ἐκ τῆς ἐκρήξεως, ἢ προσκρούσεως ἐπὶ νάρκης, βόμβας, βλήματος, χειροβομβίδος ἢ οἱουδήποτε πολεμοφοδίου ἢ ἐκρηκτικοῦ ὑλικοῦ ἢ πολεμικοῦ μηχανήματος, θεωροῦνται ὡς συνέπεια τῶν προαναφερθέντων «εἰδικῶν ἐξαιρετικῶν κινδύνων».

Πρόσθετοι δαπάναι ἐξ «εἰδικῶν ἐξαιρετικῶν κινδύνων»:

4) Ὁ Ἰδιοκτήτης θὰ καταβάλῃ εἰς τὸν Ὑπεργολάβον πᾶσαν αὔξησιν σχετικὴν μὲ τὸ κόστος τῶν Ἔργων (ἐκτὸς τῶν δαπανῶν ἐπανακατασκευῆς ἀπορριφθείσης ἐργασίας κατὰ τὰς διατάξεις τοῦ ὅρου 40 τοῦ παρόντος πρὸ τῆς ἐπελεύσεως τῶν «εἰδικῶν ἐξαιρετικῶν κινδύνων»), ὀφειλομένην ἢ ἀποδιδομένην ἢ ἀποτελοῦσαν συνέπειαν κατ' οἱονδήποτε τρόπον συνδεομένην μὲ τοὺς «εἰδικοὺς ἐξαιρετικοὺς κινδύνους» (ἐπιφυλασσομένων τῶν κατωτέρρω διατάξεων περὶ ἐκρήξεως πο-

λέμου). Ὀφείλει ὅμως ὁ Ὑπεργολάβος, εὐθὺς ὡς λάβῃ γνῶσιν μιᾶς τοιαύτης ἐνδεχομένης δαπάνης, νὰ εἰδοποιήσῃ πάραυτα περὶ τούτου τὸν Ἀνάδοχον ἐγγράφως.

Ἔκρηξις πολέμου:

5) Ἐὰν κατὰ τὴν διάρκειαν τῆς Συμβάσεως ἐκραγοῦν ἐχθροπραξίαι (πόλεμος, εἴτε κεκηρυγμένος, εἴτε ἀκήρυκτος), εἰς οἱονδήποτε μέρος τοῦ κόσμου, αἱ ὁποῖαι οἰκονομικῶς, ἢ ἄλλως πως ὑλικῶς ἐπηρεάζουν τὴν ἐκτέλεσιν τῶν Ἔργων, ὁ Ὑπεργολάβος ὀφείλει, ἕως ὅτου ἡ Σύμβασις λήξῃ, κατὰ τὰς διατάξεις τοῦ παρόντος ὅρου, νὰ καταβάλῃ πᾶσαν προσπάθειαν ἀποπερατώσεως τῶν Ἔργων, ὁ δὲ Ἰδιοκτήτης ἔχει τὸ δικαίωμα καθ' οἱανδήποτε στιγμὴν μετὰ τὴν ἔκρηξιν τοῦ πολέμου νὰ θεωρήσῃ λήξασαν τὴν Σύμβασιν, εἰδοποιῶν ἐγγράφως τὸν Ἀνάδοχον. Ἅμα τῇ λήψει τῆς τοιαύτης κοινοποιήσεως (ἐξαιρέσει τῶν δικαιωμάτων τῶν συμβαλλομένων κατὰ τὰς διατάξεις τοῦ παρόντος ὅρου καὶ τῶν διατάξεων τοῦ ὅρου 62 τοῦ παρόντος), ἡ Σύμβασις θεωρεῖται λήξασα, χωρὶς ἐκ τούτου νὰ παραβλάπτωνται τὰ δικαιώματα ἑκατέρου τῶν συμβαλλομένων διὰ διεκδικήσεις προηγηθείσας τῆς λήξεως τῆς Συμβάσεως.

Ἀποκόμισις ἐξοπλισμοῦ ἐν περιπτώσει λήξεως τῆς Συμβάσεως:

6) Ἐὰν ἡ Σύμβασις τερματισθῇ κατὰ τὰς διατάξεις τοῦ ἀνωτέρω ἀναφερθέντος ὑπεδαφίου, ὁ Ὑπεργολάβος ὀφείλει μὲ πᾶσαν δυνατὴν ταχύτητα νὰ ἀπομακρύνῃ ἐκ τοῦ Ἐργοταξίου ἅπαντα τὸν Κατασκευαστικὸν Ἐξοπλισμόν.

Πληρωμαὶ ἐν περιπτώσει λήξεως τῆς Συμβάσεως:

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

α) Πᾶν ποσὸν ληξιπρόθεσμον δι' ἐργασίαν ἢ παρασχεθείσας ὑπηρεσίας, ἐφ' ὅσον αὗται ἔχουν πλήρως συντελεσθῇ, ἀνάλογον δὲ τοιοῦτον, κατόπιν πιστοποιήσεως τοῦ Ἀναδόχου, δι' ἡμιτελῆ ἐργασίαν ἢ ὑπηρεσίαν.

β) Τὸ κόστος τῶν ὑλικῶν ἢ προμηθειῶν, τῶν ὁποίων ἡ παραγγελία ἐγένετο κανονικῶς καὶ ἦτο ἀπαραίτητος διὰ τὰ Ἔργα ἢ τὰ Βοηθητικὰ τοιαῦτα καὶ αἱ ὁποῖαι παρεδόθησαν εἰς τὸν Ὑπεργολάβον ἢ τὰς ὁποίας ὁ Ὑπεργολάβος εἶναι νομικῶς ὑπόχρεως νὰ παραλάβῃ. (Τὰ ὑλικὰ καὶ αἱ προμήθειαι αὗται περιέρχονται μετὰ τὴν πληρωμήν των ὑπὸ τοῦ Ἰδιοκτήτου εἰς τὴν κυριότητα αὐτοῦ).

γ) Ποσὸν πιστοποιούμενον ὑπὸ τοῦ Ἀναδόχου καὶ ἀφορὸν δαπάνας τὰς ὁποίας εὐλόγως ὑπέστη ὁ Ὑπεργολάβος, μὲ τὴν προοπτικήν, ἣν εἶχε, τῆς συμπληρώσεως τοῦ συνόλου τῶν Ἔργων, ἐφ' ὅσον αἱ δαπάναι αὗται δὲν καλύπτονται μὲ τὰς πληρωμὰς τοῦ προηγουμένως ἀναφερθέντος ἐδαφίου.

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

ε) Οἱονδήποτε πρόσθετον ποσὸν πληρωτέον κατὰ τὰς διατάξεις τῶν ὅρων 8 καὶ 9 τῶν Εἰδικῶν Ὅρων τῆς Συμβάσεως.

στ) Τὰς κανονικὰς δαπάνας ἀποκομίσεως κατὰ τὰς διατάξεις τῆς παραγράφου (6) τοῦ παρόντος ὅρου καὶ (ἐὰν ζητηθῇ τοῦτο ἀπὸ τὸν Ὑπεργολάβον) τῆς ἐπαναφορᾶς εἰς τὰς κεντρικὰς ἀποθήκας τῆς χώρας προελεύσεως τοῦ Ὑπεργολάβου εἰς ἃς οὗτος εἶναι μονίμως ἐγκατεστημένος, ἢ εἰς οἱονδήποτε ἄλλον τόπον προορισμοῦ, ἐφ' ὅσον δὲν ἤθελεν εἶναι μεγαλυτέρα ἡ σχετικὴ δαπάνη.

ζ) Τὰ εὔλογα ἔξοδα ἐπαναπατρισμοῦ ὅλων τῶν ἐργατῶν καὶ τοῦ προσωπικοῦ τοῦ Ὑπεργολάβου τῶν ἀπασχολουμένων εἰς τὰ Ἔργα ἢ τῶν ἐχόντων σχέσιν μὲ αὐτὰ κατὰ τὸν χρόνον τῆς λήξεως τῆς Συμβάσεως.

ΑΔΥΝΑΜΙΑ ΠΡΑΓΜΑΤΟΠΟΙΗΣΕΩΣ ΤΗΣ ΣΥΜΒΑΣΕΩΣ

61. Ἀποζημίωσις ἐν περιπτώσει Ἀδυναμίας Πραγματοποιήσεως τῆς Συμβάσεως:

Εἰς περίπτωσιν ματαιώσεως τῆς Συμβάσεως, εἴτε ἕνεκα πολέμου, εἴτε δι' ἄλλον οἱονδήποτε λόγον, τὸ πληρωτέον εἰς τὸν Ὑπεργολάβον ὑπὸ τοῦ Ἰδιοκτήτου ποσόν, ἐν σχέσει πρὸς τὴν ἐκτελεσθεῖσαν ἐργασίαν, εἶναι τὸ αὐτὸ μὲ τὸ τοῦ ὅρου 60, ὡς ἐὰν δηλαδὴ ἡ Σύμβασις ἐτερματίζετο κατὰ τὰς διατάξεις τοῦ ὅρου 60.

ΔΙΕΥΘΕΤΗΣΙΣ ΤΩΝ ΔΙΑΦΟΡΩΝ

62. Διευθέτησις τῶν Διαφορῶν — Διαιτησία:

Πᾶσα διαφωνία ἀναφυομένη μεταξὺ τῶν συμβαλλομένων σχετικὴ μὲ οἱονδήποτε θέμα τῆς Συμβάσεως ἢ σχέσιν ἔχον μὲ αὐτὴν ἢ μὲ τὴν ἑρμηνείαν οἱουδήποτε ὅρου τῆς Συμβάσεως ἢ τυχὸν παραλείψεως εἰς αὐτήν, ἥτις δὲν εἶναι δυνατὸν νὰ τακτοποιηθῇ διὰ μεταξύ των συμφωνίας, θὰ ὑποβάλληται εἰς διαιτησίαν συμφώνως πρὸς τὰς διατάξεις τοῦ ὅρου 34 τῶν Εἰδικῶν Ὅρων τῆς Συμβάσεως.

ΚΟΙΝΟΠΟΙΗΣΕΙΣ

63. Κοινοποιήσεις εἰς τὸν Ὑπεργολάβον:

1) Οἱαδήποτε κοινοποίησις πρὸς τὸν Ὑπεργολάβον κατὰ τοὺς ὅρους τῆς Συμβάσεως δύναται νὰ ἀποστέλληται εἰς αὐτὸν διὰ τοῦ ταχυδρομείου, εἴτε νὰ ἐπιδίδεται εἰς τὸ κεντρικὸν γραφεῖον τοῦ Ὑπεργολάβου. Ἐὰν ὁ Ὑπεργολάβος ἔχῃ κεντρικὸν γραφεῖον τῶν ἐργασιῶν του ἐν Ἑλλάδι, ἐν τοιαύτῃ περιπτώσει ἡ ἐπίδοσις πραγματοποιεῖται εἰς τὰ κεντρικὰ γραφεῖα τῶν ἐργασιῶν του ἐν Ἑλλάδι (ἢ ἐν περιπτώσει καθ' ἣν ὁ Ὑπεργολάβος εἶναι Ἑταιρεία, εἰς τὰ γραφεῖα αὐτῆς).

Κοινοποίησις πρὸς τὸν Ἰδιοκτήτην:

2) Οἱαδήποτε κοινοποίησις πρὸς τὸν Ἰδιοκτήτην κατὰ τοὺς ὅρους τῆς Συμβάσεως δύναται νὰ ἀποστέλληται εἰς αὐτὸν ταχυδρομικῶς ἢ νὰ ἐπιδίδεται εἰς τὴν διεύθυνσιν τοῦ Ὑπουργείου Δημοσίων Ἔργων τῆς Ἑλληνικῆς Κυβερνήσεως ἐν Ἀθήναις.

Κοινοποίησις πρὸς τὸν Ἀνάδοχον:

3) Οἱαδήποτε κοινοποίησις πρὸς τὸν Ἀνάδοχον κατὰ τοὺς ὅρους τῆς Συμβάσεως δύναται νὰ ἀποστέλληται εἰς αὐτὸν ταχυδρομικῶς ἢ νὰ ἐπιδίδεται εἰς τὸ κεντρικὸν γραφεῖον τοῦ Ἀναδόχου. Ἐὰν ὁ Ἀνάδοχος ἔχῃ κεντρικὸν γραφεῖον ἐν Ἑλλάδι ἡ κοινοποίησις, ὡς προελέχθη, θὰ γίνῃ εἰς τὸ κεντρικὸν γραφεῖον αὐτοῦ ἐν Ἑλλάδι (ἢ εἰς ἣν περίπτωσιν ὁ Ἀνάδοχος εἶναι Ἑταιρεία, εἰς τὰ γραφεῖα αὐτῆς).

ΠΑΡΑΒΑΣΕΙΣ ΤΟΥ ΙΔΙΟΚΤΗΤΟΥ

64. Παραβάσεις τοῦ Ἰδιοκτήτου:

1) Εἰς περίπτωσιν καθ' ἣν ὁ Ἰδιοκτήτης παραλείψῃ νὰ πληρώσῃ εἰς τὸν Ὑπεργολάβον ποσὸν ὀφειλόμενον ἐκ πιστοποιήσεως τοῦ Ἀναδόχου ἐγκεκριμένης παρὰ τοῦ Ἐπόπτου ἐντὸς ἐνενήκοντα (90) ἡμερῶν, ἀφ' ἧς τοῦτο καθίστη ληξιπρόθεσμον κατὰ τοὺς ὅρους τῆς Συμβάσεως, ὁ Ἀνάδοχος ἔχει τὸ δικαίωμα, ἄνευ παραβλάψεως ἑτέρων δικαιωμάτων, νὰ θεωρήσῃ λήξασαν τὴν ἀπασχόλησιν τοῦ Ὑπεργολάβου κατὰ τὴν σύμβασιν, εἰδοποιῶν ἐγγράφως τὸν Ἰδιοκτήτην. Ἐν περιπτώσει καθ' ἣν ὁ Ὑπεργολάβος ἤθελε κάμει χρῆσιν τῶν δικαιωμάτων του τῶν ἀπορρεόντων ἐκ τῆς παραβάσεως ὑπὸ τοῦ Ἰδιοκτήτου τῆς παρούσης παραγράφου, τοιαύτη εἰδοποίησις λήξεως τῆς ἀπασχολήσεώς του θὰ ἐπιδίδεται τουλάχιστον τριάκοντα (30) ἡμέρας ἐνωρίτερον καὶ ἐπὶ πλέον οὐδὲν εἰς τὴν παράγραφον ταύτην θὰ παραβλάψῃ τὸ δικαίωμα τοῦ Ὑπεργολάβου νὰ διακόψῃ τὰ Ἔργα, ὡς ἀναφέρεται εἰς τὸν ὅρον 18 τῶν Εἰδικῶν Ὅρων.

2) Κατὰ τὴν ἐπίδοσιν τῆς τοιαύτης κοινοποιήσεως ὁ Ὑπεργολάβος (παρὰ τὰς διατάξεις τοῦ ὅρου 53, παράγραφος (1) τοῦ παρόντος) ὀφείλει νὰ ἀπομακρύνῃ ἐκ τοῦ χώρου τῶν Ἔργων μὲ ὅλην τὴν δυνατὴν ταχύτητα ἅπαντα τὸν

Κατασκευαστικὸν Ἐξοπλισμόν, τὸν ὁποῖον οὗτος προσεκόμισεν ἐκεῖ.

3) Εἰς περίπτωσιν τοιούτου τερματισμοῦ τῆς Συμβάσεως, ὁ Ἰδιοκτήτης θὰ ἔχῃ τὰς αὐτὰς ὑποχρεώσεις ἔναντι τοῦ Ὑπεργολάβου, ὅσον ἀφορᾷ εἰς τὰς πληρωμάς, ὡς ἐὰν ἡ Σύμβασις ἐτερματίσθη ὑπὸ τὰς συνθήκας τοῦ ὅρου 60, ἀλλ' ἐπὶ πλέον τῶν πληρωμῶν τῶν ἀναγραφομένων εἰς τὸν τελευταῖον τοῦτον ὅρον 60 παράγραφος (7), ὁ Ἰδιοκτήτης θὰ πληρώσῃ εἰς τὸν Ὑπεργολάβον καὶ πᾶν ποσὸν προερχόμενον ἐξ ἀπωλείας ἢ ζημίας, ἣν ὑπέστη οὗτος ἐκ τοῦ τοιούτου τερματισμοῦ τῆς Συμβάσεως.

4) Οὐδεμία διάταξις τοῦ παρόντος ὅρου δύναται νὰ παραβλάψῃ τὸ δικαίωμα τοῦ Ὑπεργολάβου νὰ ἐξασκήσῃ ἐκ παραλλήλου πρὸς τὰ δικαιώματα τοῦ ὅρου τούτου καὶ πᾶν ἕτερον δικαίωμα, τὸ ὁποῖον οὗτος ἔχει.

65. Αὔξησις καὶ Μείωσις τοῦ Κόστους:

Ὅπου ὑπάρχει ἀνάγκη ἀναπροσαρμογῆς τῶν τιμῶν μονάδος συμφώνως πρὸς τὰς διατάξεις τοῦ ὅρου 14 τῶν Εἰδικῶν Ὅρων τῆς Συμβάσεως, ἐν τοιαύτῃ περιπτώσει, πρὸς ὑπολογισμὸν τῆς διακυμάνσεως τῶν τιμῶν, ὡς προβλέπεται εἰς τὸν σχετικὸν ὅρον τῶν Εἰδικῶν Ὅρων, τὰ ποσὰ τῶν ἀντιστοίχων μηνιαίων πιστοποιήσεων τῶν ὑποβληθησομένων ὑπὸ τοῦ Ὑπεργολάβου καὶ τὰ ποσὰ τῶν τιμῶν μονάδος τῶν ἀντιστοίχων ποσοτήτων θὰ ἐκφράζωνται εἰς δραχμάς, βάσει τῆς ἀνωτάτης τιμῆς τοῦ δολλαρίου Η.Π.Α. εἰς δραχμὰς μὲ τὴν τιμὴν συναλλάγματος μεταξὺ δολλαρίου Η.Π.Α. καὶ δραχμῆς τὴν ἰσχύουσαν κατὰ τὴν ἡμερομηνίαν καθ' ἣν ὁ Ὑπεργολάβος θὰ ἔχῃ ὑποβάλει εἰς τὸν Ἰδιοκτήτην τὸν Πίνακα τῶν Τιμῶν Μονάδος, ὡς ἐν ὅρῳ 13 τῶν Εἰδικῶν Ὅρων καθορίζεται. Μετὰ τὸν καθορισμὸν τοῦ ποσοῦ τῆς εἰς δραχμὰς αὐξήσεως ἢ μειώσεως συνεπείᾳ ἰσχύος τῶν διατάξεων τοῦ ὅρου 14 τῶν Εἰδικῶν Ὅρων, τὸ ποσὸν τοῦτο, συμφώνως πρὸς τὰς διατάξεις τοῦ ὅρου 12 τῶν Εἰδικῶν Ὅρων, θὰ προστεθῇ ἢ θὰ ἀφαιρεθῇ ἀπὸ τὰς τιμὰς μονάδος εἰς δολλάρια Η.Π.Α., βάσει τῆς ἀνωτάτης τιμῆς τοῦ δολλαρίου Η.Π.Α. εἰς δραχμὰς μὲ τὴν τιμὴν τοῦ συναλλάματος μεταξὺ δολλαρίου Η.Π.Α. καὶ δραχμῆς ἰσχύουσαν κατὰ τὴν ἡμερομηνίαν καθ' ἣν ὁ Ὑπεργολάβος θὰ ἔχῃ ὑποβάλει εἰς τὸν Ἰδιοκτήτην τὸν Πίνακα τῶν Τιμῶν Μονάδος καὶ τὰς Τιμάς, ὡς καθορίζεται ἐν ὅρῳ 13 τῶν Εἰδικῶν Ὅρων. Αἱ τιμαὶ συναλλάγματος αἱ ἀναφερόμεναι ἐν τῷ παρόντι ὅρῳ θὰ εἶναι αἱ τοιαῦται αἱ δημοσιευόμεναι ὑπὸ τῆς Τραπέζης τῆς Ἑλλάδος.

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον
Ὁ Ὑπουργὸς ἐπὶ τοῦ Συντονισμοῦ
ΝΙΚΟΛΑΟΣ ΜΑΚΑΡΕΖΟΣ

Διὰ τὴν Ἑταιρείαν
MACDONALD CONSTRUCTION COMPANY
ROBERT E. MACDONALD

ΠΑΡΑΡΤΗΜΑ «Ε»

Τῆς ἀπὸ 29.10.1968 μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας MACDONALD CONSTRUCTION COMPANY συναφθείσης Συμβάσεως.

Πίναξ προθεσμιῶν ἐμφαίνων τὰς καθ' ἕκαστα προθεσμίας περατώσεως τῆς Τεχνικῆς Μελέτης καὶ κατασκευῆς τῆς Ὁδοῦ.

1. Τμῆμα Ἡγουμενίτσης—Θεσσαλονίκης χλμ. 406:

α. Περάτωσις μελέτης	2,5 ἔτη
β. Περάτωσις κατασκευῆς	4,5 ἔτη

2. Τμῆμα Θεσσαλονίκης—Τουρκικῆς Μεθορίου (Γέφυρα Ἀρδάνη) χλμ. 398:

α. Περάτωσις μελέτης	3,5 ἔτη
β. Περάτωσις κατασκευῆς	5,0 ἔτη

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον
Ὁ Ὑπουργὸς Συντονισμοῦ
ΝΙΚΟΛΑΟΣ ΜΑΚΑΡΕΖΟΣ

Διὰ τὴν Ἑταιρείαν
MACDONALD CONSTRUCTION COMPANY
ROBERT E. MACDONALD

ΟΡΟΙ ΤΗΣ ΣΥΜΒΑΣΕΩΣ

ΜΕΡΟΣ ΙΙ

ΓΕΝΙΚΟΙ ΟΡΟΙ ΑΦΟΡΩΝΤΕΣ ΤΗΝ ΜΕΛΕΤΗΝ ΚΑΙ ΤΑ ΣΧΕΔΙΑ ΤΗΣ ΟΔΟΥ

1. Ὁρισμοί:

1) Αἱ ἐκφράσεις τοῦ ὅρου 1 τοῦ Ι Μέρους τῶν Ὅρων τῆς Συμβάσεως, ὁσάκις χρησιμοποιηθῶσιν εἰς τὸ παρὸν ΙΙ Μέρος τῶν Ὅρων τῆς Συμβάσεως, θὰ ἔχωσι τὰς ἰδίας ἐννοίας αἱ ὁποῖαι προσδιωρίσθησαν δι' αὐτάς, σχετικῶς, εἰς τὸν ὅρον 1 τοῦ Μέρους Ι τῶν Ὅρων τῆς Συμβάσεως.

2) «Ἔγγραφα» σημαίνει ὅλους τοὺς χάρτας, τὰ σχέδια, τὰ σκαριφήματα, σχεδιαγράμματα, φωτογραφίας, προδιαγραφάς, σχέδια ἐκτελέσεως, πίνακας, ὑπολογισμούς, περιγραφὰς ἔργου, τοπογραφικὰ διαγράμματα, ἐκθέσεις, μελέτας, γνώμας εἰδικῶν καὶ ὅλα τὰ ἄλλα ἔγγραφα τὰ ὁποῖα ὁ Ἀνάδοχος εἶναι ὑποχρεωμένος νὰ χορηγήσῃ ἢ ἄλλως εἶναι ἀπαραίτητα διὰ τὴν ἐκτέλεσιν τῶν Ἔργων ὑπὸ τῶν Ὑπεργολάβων.

2. Ὑποχρεώσεις τοῦ Ἀναδόχου διὰ Ἐργασίας Μελετῶν καὶ Σχεδίων:

Κατ' ἀκολουθίαν τῶν διατάξεων τῆς Συμβάσεως, καὶ εἰδικῶς τῶν διατάξεων τοῦ ὅρου 1 τῶν Εἰδικῶν Ὅρων τῆς Συμβάσεως, ὁ Ἀνάδοχος, θὰ σχεδιάσῃ καὶ θὰ προετοιμάσῃ ὅλα τὰ ἀναγκαῖα Ἔγγραφα διὰ τὴν ὑπὸ τῶν Ὑπεργολάβων ἐκτέλεσιν τῶν Ἔργων καὶ ἰδίᾳ θὰ ἐκτελέσῃ ἢ θὰ συμπληρώσῃ τὰς ἐργασίας μελετῶν καὶ σχεδίων εἰς τὰς φάσεις ἀναγνωρίσεως (1 : 20.000) καὶ προμελέτης (1 : 2.000/200) ἀφ' ἑνὸς καὶ ὁριστικῆς μελέτης ἀφ' ἑτέρου κατὰ τὰ ὑπὸ τοῦ Υ.Δ.Ε. ἰσχύοντα.

Εἰδικώτερον ἡ ὁριστικὴ μελέτη θὰ περιλαμβάνῃ:

1) Ὁριζοντιογραφίαν, κατὰ μῆκος τομὰς εἰς κλίμακας 1 : 1.000 καὶ 1 : 100 καὶ διατομὰς συμφώνως πρὸς τὰ καθοριζόμενα ὑπὸ τοῦ Ὑπουργείου Δημοσίων Ἔργων.

2) Τοπογραφικοὺς χάρτας εἰς κλίμακα 1 : 250 ἢ 1 : 500, μὲ καμπύλας ἀνὰ μέτρον ἰσαποχῆς, τῶν κόμβων, γεφυρῶν καὶ ἐναλλαγῶν, ὡς ἀπαιτεῖται διὰ τὴν σχεδίασιν τῆς Ὁδοῦ.

3) Λεπτομερῆ ἔρευναν βάσει πραγματικῶν δοκιμῶν ἐδάφους καὶ ὑλικῶν πρὸς τὸν σκοπὸν καθορισμοῦ τῆς καταληλλότητος αὐτῶν διὰ τὴν κατασκευὴν τῆς Ὁδοῦ.

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

5) Λεπτομερῆ καὶ πλήρη σχέδια ὅλων τῶν τεχνικῶν ἔργων.

6) Λεπτομερῆ σχεδιαγράμματα τῶν ἐναλλαγῶν.

7) Προμέτρησιν ποσοτήτων ὅλων τῶν εἰδῶν ἐργασίας βασιζομένην ἐπὶ τῶν προαναφερθέντων σχεδιαγραμμάτων.

8) Λεπτομερεῖς κατ' εἶδος ἐργασίας, προϋπολογισμούς.

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

10) Συγγραφὴν Ὑποχρεώσεων.

11) Διακήρυξιν Δημοπρασίας.

3. Χρονοδιάγραμμα διὰ τὰς Ἐργασίας τῆς Μελέτης:

Ὁ Ἀνάδοχος θὰ ἀρχίσῃ τὰς ἀνωτέρω ἐργασίας οὐχὶ βραδύτερον τῶν 30 ἡμερῶν ἀπὸ τῆς ἡμερομηνίας ἰσχύος τοῦ παρόντος Συμβολαίου καὶ θὰ συνεχίσῃ τὴν πρόοδον τῶν τοιούτων ἐργασιῶν εἰς τὰ χρονικὰ ὅρια τὰ τεθέντα εἰς τὸ Παράρτημα «Ε» τοῦ Συμβολαίου, ἤτοι εἰς τὸ Χρονοδιάγραμμα.

4. Ἔγκρισις τῆς Μελέτης ὑπὸ τοῦ Ἐπόπτου Μηχανικοῦ:

Μετὰ τὴν ὑπὸ τοῦ Ἀναδόχου συμπλήρωσιν ὅλων τῶν προαναφερθεισῶν ἐν ὅρῳ 2 τοῦ παρόντος ἐργασιῶν, οὗτος θὰ ὑποβάλῃ εἰς τὸν Ἐπόπτην Μηχανικόν, πρὸς ἔγκρισιν παρ' αὐτοῦ, ὅλα τὰ Ἔγγραφα τὰ ἀναφερόμενα εἰς τὴν Μελέτην καὶ τὰ Σχέδια τῆς Ὁδοῦ τὰ ὁποῖα συνετάγησαν καὶ συνεπληρώθησαν ὑπὸ τοῦ Ἀναδόχου. Ἐντὸς εἴκοσιν ὀκτὼ (28) ἡμερῶν ἀπὸ τῆς ὑποβολῆς εἰς τὸν Ἐπόπτην Μηχανικὸν τῶν ὡς ἄνω Ἐγγράφων ὁ Ἐπόπτης Μηχανικός, μετὰ γραπτὴν εἰδοποίησιν πρὸς τὸν Ἀνάδοχον, θὰ ἐγκρίνῃ ταῦτα ἢ θὰ ζητήσῃ ἀπὸ τὸν Ἀνάδοχον τὴν τροποποίησιν αὐτῶν ἢ παράτασιν τῆς προθεσμίας ἐγκρίσεως. Ἐν τῇ τελευταίᾳ ταύτῃ περιπτώσει, ὁ Ἀνάδοχος θὰ συμμορφωθῇ πρὸς τὰς ἀπαιτήσεις καὶ θὰ χορηγήσῃ εἰς τὸν Ἐπόπτην Μηχανικὸν τοιαύτας ἐπὶ πλέον

πληροφορίας, ἂς ἤθελεν ὑποδείξει οὗτος, καὶ ἐν ἀνάγκῃ, θὰ διορθώσῃ τὰ ὑποβληθέντα Ἔγγραφα, ὄντος αὐτονοήτου ὅτι, λόγῳ τοῦ χρόνου τοῦ ἀναγκαίως ἀπαιτηθησομένου πρὸ τῆς ἀναλήψεως ὑπὸ τῶν Ὑπεργολάβων τῶν ἐργασιῶν κατασκευῆς, τροποποιήσεις δὲν θὰ ζητηθοῦν ὑπὸ τοῦ Ἐπόπτου Μηχανικοῦ ἀναφορικῶς μὲ ζητήματα μικρᾶς σημασίας. Ἐὰν ὁ Ἐπόπτης Μηχανικός, ἐντὸς τῶν προαναφερθεισῶν εἴκοσιν ὀκτὼ (28) ἡμερῶν δὲν ἐγκρίνει ἢ δὲν τροποποιήσει τὰ ὡς ἄνω Ἔγγραφα, ταῦτα θὰ θεωροῦνται ὡς ἔχοντα ἐγκριθῆ ὑπὸ τοῦ Ἐπόπτου Μηχανικοῦ.

5. Χορήγησις Ἐγκεκριμένων Ἐγγράφων εἰς τὸ Ὑπεργολάβον:

Μετὰ τὴν ἔγκρισιν τῶν ὑπὸ τοῦ Ἀναδόχου καταρτισθησομένων Ἐγγράφων, ὡς προελέχθη ἐν ὅρῳ 4 τοῦ παρόντος, ἢ ἀφοῦ θεωρηθῆ ὅτι τὰ Ἔγγραφα ταῦτα ἐνεκρίθησαν ὑπὸ τοῦ Ἐπόπτου Μηχανικοῦ, ὡς ἐν τῷ αὐτῷ ὅρῳ καθωρίσθη, ὁ Ἀνάδοχος θὰ παραδώσῃ εἰς τὸν Ὑπεργολάβον δύο ἀντίγραφα τῶν Ἐγγράφων ἢ τοιοῦτον μέρος αὐτῶν, τὸ ὁποῖον, κατὰ τὴν γνώμην τοῦ Ἀναδόχου, θὰ εἶναι ἀναγκαῖον εἰς τὸν Ὑπεργολάβον διὰ τὴν ἐκτέλεσιν τῶν Ἔργων τῆς Ὁδοῦ.

6. Μελέτη καὶ Σχέδια ἑνὸς ἑκάστου Τμήματος τῆς Ὁδοῦ:

Ἐὰν κατὰ τὴν γνώμην τοῦ Ἀναδόχου εἶναι περισσότερον βοηθητικόν, σκόπιμον ἢ οἰκονομικὸν νὰ γίνῃ ἡ Μελέτη καὶ τὰ Σχέδια ἀνὰ ἓν ἕκαστον τμῆμα τῆς Ὁδοῦ, ἢ ταὐτοχρόνως εἰς περισσότερα τμήματα, ὁ Ἀνάδοχος δύναται οὕτω νὰ ἐνεργήσῃ καὶ εἰς τὰς περιπτώσεις ταύτας αἱ διατάξεις τῶν ὅρων 3, 4 καὶ 5 τοῦ παρόντος θὰ ἔχωσι ἐφαρμογὴν ὡς πρὸς τὴν μελέτην καὶ τὰ σχέδια ἑκάστου τμήματος ἢ τοιούτων περισσοτέρων τμημάτων, τῶν ὁποίων ὁ Ἀνάδοχος θὰ ἔχῃ καταρτίσει καὶ συμπληρώσει τὰς ἐργασίας τῶν μελετῶν καὶ τῶν σχεδίων.

7. Ἐγγύησις τοῦ Ἀναδόχου:

Ὁ Ἀνάδοχος ἐνταῦθα δηλοῖ καὶ ἐγγυᾶται ὅτι:

1) Ἔχει τὰ ἀπαραίτητα προσόντα, τὴν πεῖραν καὶ τὰς ἱκανότητας διὰ νὰ ἀναλάβῃ καὶ νὰ ἐκπονήσῃ τὰς μελέτας καὶ τὰ σχέδια τῶν Ἔργων καὶ νὰ φέρῃ ταῦτα εἰς πέρας συμφώνως πρὸς τοὺς Εἰδικοὺς Ὅρους τῆς Συμβάσεως καὶ τὸ ΙΙ τοῦτο Μέρος τῶν Ὅρων αὐτῆς.

2) Θὰ ἐκπληρώσῃ τὰς ὑποχρεώσεις του τὰς σχετικὰς μὲ τὴν μελέτην καὶ τὰ σχέδια τῆς Ὁδοῦ, ὡς καθωρίσθησαν εἰς τοὺς Εἰδικοὺς Ὅρους τῆς Συμβάσεως καὶ εἰς τὸ ΙΙ τοῦτο Μέρος τῶν Ὅρων αὐτῆς, μὲ καλὴν πίστιν καὶ τὴν μεγίστην δυνατὴν ἐπιμέλειαν, γνῶσιν, ἐμπειρίαν καὶ φροντίδα.

3) Θὰ χρησιμοποιήσῃ ἱκανὸν τεχνικὸν προσωπικὸν διὰ τὴν ἐκτέλεσιν τῆς ἀνατεθείσης εἰς αὐτὸν μελέτης καὶ τῶν σχεδίων τῆς Ὁδοῦ συμφώνως πρὸς τοὺς Εἰδικοὺς Ὅρους τῆς Συμβάσεως καὶ τὸ ΙΙ τοῦτο Μέρος αὐτῆς.

8. Χορήγησις Στοιχείων ὑπὸ τοῦ Ἰδιοκτήτου:

Ὁ Ἰδιοκτήτης ἀναλαμβάνει:

1) Νὰ δώσῃ εἰς τὸν Ἀνάδοχον ἢ εἰς οἱονδήποτε Ἐκπρόσωπον αὐτοῦ, ἐντὸς λογικῶν χρονικῶν ὁρίων, ὅλα τὰ σχετικὰ στοιχεῖα, πληροφορίας καὶ Ἔγγραφα τὰ ὁποῖα διαθέτει ἢ τὰ ὁποῖα θὰ περιέλθουν εἰς τὸν Ἰδιοκτήτην ἐντὸς ἐννέα (9) μηνῶν ἀπὸ τῆς ἡμερομηνίας ἰσχύος τοῦ παρόντος Συμβολαίου, περιλαμβανομένων, μεταξὺ ἄλλων, ὅλων τῶν προσωρινῶν ἢ τελικῶν Ἐγγράφων τῶν σχετικῶν μὲ τὴν μελέτην καὶ τὰ σχέδια τῆς Ὁδοῦ, ἀδιαφόρως ἐὰν ταῦτα συνετάγησαν ὑπὸ ὑπαλλήλων τοῦ Ἰδιοκτήτου ἢ ἰδιωτῶν ἢ ἄλλων συμβούλων.

2) Νὰ προβῇ εἰς τὰς καταλλήλους ἐνεργείας διὰ νὰ διευκολύνῃ τὸν Ἀνάδοχον καὶ τοὺς Ἐκπροσώπους τοῦ Ἀναδόχου νὰ χρησιμοποιήσουν ἀδαπάνως καὶ εὐκόλως ὅλα τὰ Ἐργοτάξια τῆς Ὁδοῦ.

9. Τὰ Ἔγγραφα θὰ ἀνήκωσι εἰς τὸν Ἰδιοκτήτην:

Ὅλα τὰ Ἔγγραφα, πληροφορίαι, ὁδηγίαι καὶ ἄλλα στοιχεῖα συνταχθησόμενα ἢ χορηγηθησόμενα ὑπὸ τοῦ Ἀναδόχου κατὰ τὸ ΙΙ τοῦτο Μέρος τῶν Ὅρων τῆς Συμβάσεως θὰ ἀποτελοῦν πάντοτε ἀπόλυτον ἰδιοκτησίαν τοῦ Ἰδιοκτήτου ἄνευ οἱουδήποτε καὶ ὁτιδήποτε περιορισμοῦ.

10. Ἐπιθεώρησις παρὰ τοῦ Ἐπόπτου Μηχανικοῦ:

Ὁ Ἐπόπτης Μηχανικὸς θὰ δύναται καθ' οἱανδήποτε λογικὴν ὥραν τῆς ἡμέρας νὰ ἐπισκέπτεται τὰ γραφεῖα τοῦ Ἀναδόχου καὶ τῶν ἄλλων θέσεων ἐργασίας διὰ νὰ παρακολουθῇ τὴν πρόοδον καὶ ποιότητα τῶν ἐργασιῶν μελέτης καὶ σχεδίων. Κατὰ τὰς τοιαύτας ἐπισκέψεις ὁ Ἐπόπτης Μηχανικὸς δικαιοῦται νὰ λαμβάνῃ ἐξηγήσεις καὶ νὰ ἐπιθεωρῇ τὰ Ἔγγραφα ἐκεῖνα τὰ ὁποῖα ἤθελε δεδικαιολογημένως ζητήσει.

11. Ἐφαρμογὴ τοῦ Ι Μέρους τῶν Ὅρων τῆς Συμβάσεως:

Ἐκτὸς ἂν ἄλλως πως ρητῶς προβλέπεται, αἱ διατάξεις τοῦ Ι Μέρους τῶν Ὅρων τῆς Συμβάσεως, αἱ ὁποῖαι, ἐκ τῆς φύσεώς των, δὲν ἐφαρμόζονται μόνον μεταξὺ τοῦ Ἰδιοκτήτου καὶ τοῦ Ὑπεργολάβου, θὰ θεωροῦνται ὡς ἐὰν συνετάγησαν πλήρως, λέξιν πρὸς λέξιν, καὶ διὰ τὸ ΙΙ τοῦτο Μέρος τῶν Ὅρων τῆς Συμβάσεως καὶ θὰ ἐφαρμόζωνται ἐπίσης λέξιν πρὸς λέξιν διὰ τὴν σύνταξιν τῆς μελέτης καὶ τῶν σχεδίων τῆς Ὁδοῦ ὑπὸ τοῦ Ἀναδόχου.

12. Ἀμοιβὴ τοῦ Ἀναδόχου:

Διὰ τὰς προσφερθησομένας ὡς ἄνω ἐργασίας μελετῶν καὶ σχεδίων ὑπὸ τοῦ Ἀναδόχου θὰ καταβληθῇ εἰς αὐτόν, κατὰ τὰ καθοριζόμενα εἰς τοὺς Εἰδικοὺς Ὅρους τῆς Συμβάσεως, τὸ ἥμισυ τῆς ἐξ 8 ο/ο (ὀκτὼ τοῖς ἑκατὸν) ἀμοιβῆς τῆς ἀναφερομένης εἰς τοὺς Εἰδικοὺς Ὅρους τῆς Συμβάσεως, τοῦ ἑτέρου ἡμίσεος ἀποτελοῦντος ἀμοιβὴν ἥτις θὰ πληρωθῇ εἰς τὸν Ἀνάδοχον διὰ τὰς ὑπηρεσίας ἐπιβλέψεως καὶ διευθύνσεως τῶν Ἔργων ὑπ' αὐτοῦ, ὡς καθωρίσθη εἰς τὸ Ι Μέρος τῶν παρόντων Ὅρων τῆς Συμβάσεως.

13. Πληρωμὴ ἐν περιπτώσει Ἀναστολῆς τῆς Συμβάσεως:

Ἐν περιπτώσει ἀναστολῆς τῆς Συμβάσεως, ὡς καθορίζεται ἐν ὅρῳ 60 τοῦ Ι Μέρους τῶν Ὅρων αὐτῆς, ἐν τοιαύτῃ περιπτώσει, ἐπιπροσθέτως πρὸς τὰς λοιπὰς διατάξεις τοῦ ὅρου 60 τοῦ Ι Μέρους τῶν Ὅρων αὐτῆς, αἱ ὁποῖαι θὰ ἐφαρμοσθῶσιν, λέξιν πρὸς λέξιν καὶ εἰς τὸν Ἀνάδοχον διὰ τὰς ἐργασίας μελέτης καὶ σχεδίων τὰς ὁποίας θὰ προσφέρῃ οὗτος καὶ ἀντὶ τῶν διατάξεων τοῦ ὑπεδαφίου 7 τοῦ ὅρου 60 τοῦ Ι Μέρους τῶν Ὅρων τῆς Συμβάσεως, αἱ κάτωθι διατάξεις θὰ ἐφαρμοσθοῦν προκειμένου περὶ τῶν πληρωμῶν, αἱ ὁποῖαι θὰ γίνωσιν ὑπὸ τοῦ Ἰδιοκτήτου εἰς τὸν Ἀνάδοχον εἰς τὴν περίπτωσιν τῆς τοιαύτης ἀναστολῆς, ἤτοι, ὁ Ἀνάδοχος θὰ πληρωθῇ ὑπὸ τοῦ Ἰδιοκτήτου δι' ἁπάσας τὰς προσφερθησομένας ὑπηρεσίας μελετῶν καὶ σχεδίων πρὸ τῆς ἡμερομηνίας ἀναστολῆς, τὰ κατατέρω καθοριζόμενα ποσά:

1) α) Διὰ τὰ τμήματα τῆς Ὁδοῦ ὅπου ἡ μελέτη καὶ ἡ σχεδίασις συνεπληρώθη μέχρι τῆς ἡμερομηνίας ἀναστολῆς.

αα) Ἐὰν ὁ Ὑπεργολάβος δὲν ἤρχισεν τὰς ἐργασίας εἰς τὰ τμήματα ταῦτα μέχρι τῆς ἡμερομηνίας ἀναστολῆς—ποσὸν ἴσον πρὸς τέσσαρα τοῖς ἑκατὸν (4ο/ο) τῆς κατ' ἀποκοπὴν ἀξίας τῶν τοιούτων τμημάτων.

αβ) Ἐὰν ὁ Ὑπεργολάβος ἤρχισε τὰς ἐργασίας εἰς τὰ τμήματα ταῦτα μέχρι τῆς ἡμερομηνίας ἀναστολῆς—ποσὸν ἴσον πρὸς τέσσαρα τοῖς ἑκατὸν (4ο/ο) τῆς τοιαύτης ἀναλογίας τῆς κατ' ἀποκοπὴν τιμῆς τοῦ τμήματος ἡ ὁποία δὲν ἐπληρώθη ὑπὸ τοῦ Ἰδιοκτήτου εἰς τὸν Ὑπεργολάβον, κατὰ τὴν ἡμερομηνίαν ἀναστολῆς.

αγ) Διὰ τὰ τοιαῦτα τμήματα τῆς Ὁδοῦ διὰ τὰ ὁποῖα ἡ μελέτη καὶ τὰ σχέδια δὲν θὰ ἔχωσι συμπληρωθῇ κατὰ τὴν ἡμερομηνίαν τῆς ἀναστολῆς—ἓν ποσὸν ἴσον πρὸς τὰς πραγματικὰς δαπάνας τοῦ Ἀναδόχου βάσει δικαιολογητικῶν (περιλαμβανομένων ὅλων τῶν πληρωμῶν πρὸς τοὺς ὑπεργολάβους τοῦ Ἀναδόχου μέχρι τῆς ἡμερομηνίας ἀναστολῆς καὶ ὑποχρεωτικῶς πληρωτέων εἰς αὐτοὺς μέχρι τῆς ἡμερομηνίας ἀναστολῆς λόγῳ ἀποζημιώσεως ἢ ζημιῶν ἢ ἄλλως πως) διὰ τὰς προσφερθείσας ὑπηρεσίας μελετῶν καὶ σχεδίων ὑπὸ τοῦ Ἀναδόχου μέχρι τῆς ἡμερομηνίας ἀναστολῆς εἰς τὰ τοιαῦτα τμήματα τῆς Ὁδοῦ, ηὐξημένας κατὰ τὰ συνήθη γενικὰ ἔξοδα καὶ μὲ ἓν σύνηθες κέρδος ἐπὶ τῶν τοιούτων δαπανῶν καὶ γενικῶν ἐξόδων.

2) α) Ἓν ποσὸν διὰ δεδικαιολογημένας δαπάνας εἰς ἃς ὑπεβλήθη ὁ Ἀνάδοχος ἐπὶ τῇ προσδοκίᾳ συμπληρώσεως τῶν μελετῶν καὶ τῶν σχεδίων διὰ τὴν ὅλην Ὁδόν, καὶ καθ' ἣν ἔκτασιν αἱ δαπάναι αὗται δὲν ἐκαλύφθησαν μὲ τὰς πληρωμὰς

αἱ ὁποῖαι ἐγένοντο εἰς τὸν Ἀνάδοχον, ὡς ἀνωτέρω καθωρίσθη.

δ) Οἱονδήποτε ποσὸν πληρωτέον εἰς τὸν Ἀνάδοχον κατὰ τὰς διατάξεις τῶν ὑπεδαφίων (1), (3) καὶ (4) τοῦ ὅρου 60 τοῦ Ι Μέρους τῶν Ὅρων τῆς Συμβάσεως.

γ) Τὰς δικαιολογημένας δαπάνας ἐπαναπατρισμοῦ ὅλου τοῦ προσωπικοῦ τοῦ Ἀναδόχου καὶ τῶν χρησιμοποιηθέντων ἐργατῶν διὰ ἣ ἐν σχέσει μὲ τὴν ὑπ' αὐτοῦ διεκπεραίωσιν τῶν ἀναληφθεισῶν ὑποχρεώσεων κατὰ τὴν Σύμβασιν, εἰς τὸν χρόνον τῆς τοιαύτης ἀναστολῆς.

Ἐν περιπτώσει καθ' ἣν ὁ Ἰδιοκτήτης καὶ ὁ Ἀνάδοχος, ἐντὸς ἑξήκοντα (60) ἡμερῶν ἀπὸ τῆς ἡμερομηνίας ἀναστολῆς, δὲν συμφωνήσωσι 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 θὰ καθορισθῶσιν ὑπὸ τῆς ἐν ὅρῳ 34 τῶν Εἰδικῶν Ὅρων τῆς Συμβάσεως ἀναφερομένης διαιτησίας.

14. Ἀδυναμία Πραγματοποιήσεως τῆς Συμβάσεως:

Ἐν περιπτώσει ἀδυναμίας ἐκτελέσεως τῆς Συμβάσεως λόλω πολέμου ἢ ὁποσδήποτε ἄλλως πως τὸ πληρωτέον εἰς τὸν Ἀνάδοχον ποσὸν θὰ εἶναι τὸ αὐτὸ πρὸς τὸ ποσὸν τὸ ὁποῖον θὰ ἦτο πληρωτέον κατὰ τὸν ὅρον 13 τοῦ παρόντος.

15. Παραβάσεις Πληρωμῶν τοῦ Ἰδιοκτήτου:

1) Ἐν περιπτώσει:

α) ἀναστολῆς τῆς Συμβάσεως ὑπὸ τοῦ Ὑπεργολάβου συμφώνως πρὸς τὰς διατάξεις τοῦ ὅρου 64 τοῦ Ι Μέρους τῶν Ὅρων τῆς Συμβάσεως, ἢ

β) μὴ πληρωμῆς ὑπὸ τοῦ Ἰδιοκτήτου εἰς τὸν Ἀνάδοχον οἱουδήποτε ὀφειλομένου ποσοῦ κατὰ τοὺς Εἰδικοὺς Ὅρους τῆς Συμβάσεως καὶ τὰς διατάξεις τοῦ ΙΙ τούτου Μέρους τῶν Ὅρων τῆς Συμβάσεως ἐντὸς ἐνενήκοντα (90) ἡμερῶν ἀπὸ τῆς ἡμερομηνίας καθ' ἣν τοῦτο ἤθελε καταστῆ ἀπαιτητὸν κατὰ τὰς συμφωνίας.

ὁ Ἀνάδοχος δικαιοῦται, χωρὶς νὰ παραβλάπτωνται τὰ δικαιώματά του, νὰ ἀναστείλῃ τὰς κατὰ τὴν Σύμβασιν ὑπηρεσίας του μετὰ προειδοποίησιν τριάκοντα (30) ἡμερῶν πρὸς τὸν Ἰδιοκτήτην.

2) Ἐν περιπτώσει τοιαύτης ἀναστολῆς ὁ Ἰδιοκτήτης θὰ ἔχῃ τὰς ἰδίας ὑποχρεώσεις πρὸς τὸν Ἀνάδοχον διὰ τὰς πληρωμὰς τὰς ὁποίας θὰ ἔχῃ κατὰ τὰς διατάξεις τοῦ ὅρου 13 τοῦ παρόντος, ἀλλὰ ἐπὶ πλέον, ὁ Ἰδιοκτήτης θὰ πληρώσῃ εἰς τὸν Ἀνάδοχον πᾶν ποσὸν ζημίας προσγενόμενον εἰς τὸν Ἀνάδοχον ὀφειλόμενον ἢ σχετικὸν μὲ τὴν ἀναστολὴν τῶν ἐργασιῶν ἢ συνεπείᾳ ταύτης.

3) Οὐδὲν ἐκ τῶν ἐν τῷ ὅρῳ τούτῳ περιλαμβανομένων, θὰ ἀποκλείσῃ τὸ δικαίωμα τοῦ Ἀναδόχου νὰ διεκδικήσῃ, ἐπιπροσθέτως πρὸς τὰ δικαιώματα τὰ εἰδικῶς ἀναφερόμενα εἰς τὸν παρόντα ὅρον, οἱαδήποτε ἄλλα δικαιώματα τὰ ὁποῖα δυνατὸν νὰ τοῦ ἀνήκουν.

16. Προκαταβολὴ Ἀμοιβῆς:

Ἐν περιπτώσει ἀναστολῆς τῶν ἐργασιῶν ἢ ἀδυναμίας συνεχίσεως αὐτῶν λόγῳ πολέμου ὡς καθορίζεται, ἐνταῦθα, οἱονδήποτε ποσόν, προκαταβολῆς ἀμοιβῆς, ἐὰν ὑπάρξῃ τοιοῦτον, (ἀναφερόμενον ἐν ὅρῳ 30 (α) τῶν Εἰδικῶν Ὅρων) τὸ ὁποῖον δὲν ἐπεστράφῃ εἰς τὸν Ἰδιοκτήτην κατὰ τὰς περὶ πληρωμῶν διατάξεις τοῦ ὅρου 30 τῶν Εἰδικῶν Ὅρων, θὰ ἀφαιρεθῇ ἀπὸ τὰς πληρωμὰς αἱ ὁποῖαι θὰ γίνωσι εἰς τὸν Ἀνάδοχον συμφώνως πρὸς τὰς διατάξεις τῶν ὅρων 13, 14 καὶ 15 τοῦ παρόντος.

Οἱ Συμβαλλόμενοι
Διὰ τὸ Ἑλληνικὸν Δημόσιον
Ὁ Ὑπουργὸς Συντονισμοῦ
ΝΙΚΟΛΑΟΣ ΜΑΚΑΡΕΖΟΣ
Διὰ τὴν Ἑταιρείαν
MACDONALD CONSTRUCTION COMPANY
ROBERT E. MACDONALD

ΕΙΔΙΚΟΝ ΠΑΡΑΡΤΗΜΑ ΥΠ' ΑΡΙΘ. 1

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

Τύπος ἐγγυητικῆς ἐπιστολῆς ἀναφερομένης εἰς τὰ παραδοθέντα χρεωστικὰ ὁμόλογα δολλαρίων 15.000.000, ἤτοι εἰς τὰ χρεωστικὰ ὁμόλογα παραδοθέντα ὡς προκαταβολὴ εἰς τὴν MACDONALD CONSTRUCTION COMPANY.

Ἡμερομηνία ... ...

Πρὸς τὴν Α.Ε.
Τὸν Ὑπουργὸν Συντονισμοῦ τῆς Ἑλλάδος
Κύριον Νικόλαον Μακαρέζον
Ἐκπροσωποῦντα τὸ Ἑλληνικὸν Δημόσιον

Ἀξιότιμε Κύριε,

1. Ἀναφερόμεθα εἰς τὴν ἀπὸ 29 Ὀκτωβρίου 1968 σύμβασιν μεταξὺ Ὑμῶν (ἀποκαλουμένου ἐφεξῆς ὁ «Κύριος») ἀφ' ἑνὸς καὶ τῆς MACDONALD CONSTRUCTION COMPANY, ST. LOUIS 4 — MISSOURI, USA (ἀποκαλουμένης ἐφεξῆς ὁ «Ἀνάδοχος») ἀφ' ἑτέρου, ἀφορώσης εἰς τὴν κατασκευὴν τῆς ὁδοῦ Ἡγουμενίτσης — Κοζάνης — Τουρκικῶν Συνόρων.

2. Συμφώνως πρὸς τὴν Παράγραφον (24α) (ν), τῶν Εἰδικῶν Ὅρων, ὁ Κύριος παρέδωσεν εἰς τὸν Ἀνάδοχον χρεωστικὰ ὁμόλογα κεφαλαίου ἀξίας 15.000.000 δολλαρίων Η.Π.Α. καὶ ἀντίστοιχα χρεωστικὰ ὁμόλογα τόκων, ὡς ταῦτα ἐμφαίνονται εἰς τὸν κατωτέρω πίνακα.

3. Κατ' ἐντολὴν καὶ διὰ λογαριασμὸν τῆς MACDONALD CONSTRUCTION CO διὰ τῆς παρούσης ἐπιβεβαιοῦμεν τὴν ἀκόλουθον ἀνέκκλητον συμφωνίαν:

Ὁ «Κύριος» ἀντιπροσωπευόμενος ὑπὸ τοῦ Ὑπουργοῦ Συντονισμοῦ τῆς Ἑλλάδος, δικαιοῦται ὅπως ἀπαιτήσῃ παρ' ἡμῶν, ἡμεῖς δὲ θέλομεν καταβάλλει εἰς αὐτὸν ἐντὸς ἑπταημέρου (7) ἀπὸ τῆς λήψεως τῆς σχετικῆς αἰτήσεως τούτου καὶ ἄνευ οὐδεμιᾶς ἀντιρρήσεως ἢ ἐπιφυλάξεως, εἴτε τὸ ἰσόποσον τῶν δέκα πέντε ἑκατομμυρίων (15.000.000) δολλαρίων Η.Π.Α. εἰς ἐλευθέρως μεταφερόμενα δολλάρια Η.Π.Α. εἴτε ἀντίστοιχα χρεωστικὰ ὁμόλογα τοῦ Ἑλληνικοῦ Δημοσίου κατ' ἐπιλογήν μας, καλύπτοντα τὸ ἐν λόγῳ ποσόν.

4. Ὁ «Κύριος» θὰ κρατῇ ἐξ ὅλων τῶν πληρωμῶν τῶν ὀφειλομένων εἰς τὸν «Ἀνάδοχον» 10 ο/ο μέχρις ὅτου ἡ προκαταβολὴ τῶν δολλαρίων Η.Π.Α. 15.000.000 ἢ ἐκφρασθεῖσα εἰς χρεωστικὰ ὁμόλογα ἀπορροφηθῇ διὰ τὸ ἴδιον ποσόν.

Ὁ «Κύριος» θὰ μᾶς εἰδοποιῇ περὶ ἑκάστης τοιαύτης κρατήσεως, ἡ δὲ εἰδοποίησίς του θὰ θεωρῆται ὡς αὐτόματος ἰσόποσος μείωσις τοῦ ποσοῦ τῆς ἐγγυήσεώς μας.

5. Ἡ παροῦσα ἐγγύησις περιορίζεται δι' ἑξήκοντα μηνῶν ἀπὸ τῆς σημερινῆς ἡμέρας καὶ συμφωνεῖται ὅπως ἐὰν μετὰ τὴν πάροδον τῶν ἑξήκοντα μηνῶν τὸ 10 ο/ο τὰ κρατηθέντα ὑφ' ἡμῶν συμφώνως μὲ τὴν ἐπισυναπτομένην τῇ παρούσῃ σύμβασιν, δὲν ἔχει ἀποπληρώσῃ τὸ ποσὸν τῶν δολλαρίων Η.Π.Α. 15.000.000, ἡμεῖς κατόπιν αἰτήσεως, θὰ ἐπιστρέψωμεν Ὑμῖν ἐντὸς 7ημέρου τὸ ποσὸν τῶν χρεωστικῶν ὁμολόγων τῶν ὑπογεγραμμένων ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου, τὸ ὁποῖον τὴν ἐποχὴν ἐκείνην δὲν θὰ εἶχεν ἀποπληρωθῇ, ἄλλως ἐν ἐλλείψει τοιούτων ὁμολόγων τὴν εἰς δολλάρια Η.Π.Α. ἀξίαν αὐτῶν.

Πᾶσα ἀπαίτησις ἐδραζομένη ἐπὶ τῆς παρούσης ἐγγυήσεως δέον νὰ περιέλθῃ ἡμῖν τὸ πολὺ μέχρι τῆς τελευταίας ἡμέρας λήξεως τῆς ἰσχύος ταύτης καὶ δέον νὰ συνοδεύεται ὑπὸ ἐγγράφου τοῦ Ὑπουργοῦ Συντονισμοῦ τοῦ Βασιλείου τῆς Ἑλλάδος (τῆς ὑπογραφῆς του δεόντως θεωρουμένης διὰ τὸ γνήσιον αὐτῆς ὑπὸ τῆς Τραπέζης τῆς Ἑλλάδος), εἰς ὃ νὰ ἐμφαίνεται τὸ ποσὸν τῆς μὴ ἀποπληρωθείσης προκαταβολῆς καὶ νὰ δηλοῦται ὅτι οὐδὲν χρεωστικὸν ὁμόλογον ἐπεστράφη ὡς ἀνεξόφλητον εἰς τὸ «Κύριον». Δὲν δικαιούμεθα νὰ ἀμφισβητήσωμεν τὴν ὀρθότητα οἱουδήποτε ἀναφερομένου εἰς τὴν Ὑπουργικὴν αἴτησιν ἢ εἰδοποίησιν θέματος.

7. Ἐφ' ὅσον δὲν λάβωμεν αἴτησιν περὶ ἐνεργείας πληρωμῆς δυνάμει τῆς παρούσης ἐγγυήσεως καὶ ἐντὸς τῆς ἐνταῦθα τασσομένης προθεσμίας, ἡ παροῦσα ἐγγύησις ἀκυροῦται αὐτομάτως.

8. Ἀπαγορεύεται ἡ ἐκχώρησις τῆς παρούσης ἐγγυήσεως, δέον δὲ ὅπως αὕτη ἐπιστραφῇ ἡμῖν μετὰ τὴν χρῆσιν ἢ μετὰ τὴν ἄνευ χρησιμοποιήσεώς της λῆξιν ταύτης.

9. Ἡ ἀναλαμβανομένη δυνάμει τῆς παρούσης ἡμετέρα ὑποχρέωσις ἐν οὐδεμιᾷ περιπτώσει δύναται νὰ ὑπερβῇ τὸ ποσὸν τῶν 15.000.000 δολλ. Η.Π.Α., ὅπερ θέλει μειοῦται περιοδικῶς, συμφώνως πρὸς τὰς διατάξεις τῆς παρ. 4 τῆς παρούσης.

10. Ἡ ἰσχὺς καὶ ὁ χαρακτὴρ τῶν χρεωστικῶν ὁμολόγων κεφαλαίου διὰ τὸ ποσὸν τῶν 15.000.000 δολλαρίων Η.Π.Α. καὶ τῶν ἀντιστοίχων ὁμολόγων τόκου οὐδόλως ἐπηρεάζεται ὑπὸ τῆς παρούσης ἐγγυήσεως.

Πίναξ χρεωστικῶν ὁμολόγων

Μετὰ πλείστης τιμῆς
Ἡ Τράπεζα.....

ΕΙΔΙΚΟΝ ΠΑΡΑΡΤΗΜΑ ΥΠ' ΑΡΙΘΜ. 2

Τύπος Ἀνεκκλήτου Ἐντολῆς πρὸς τὴν Τράπεζαν

Πρὸς τὴν UNION BANK OF SWITZERLAND
Ζυρίχην
Ἑλβετίαν

Κύριοι,

Τὸ Ἑλληνικὸν Δημόσιον ἐκπροσωπούμενον ἐν προκειμένῳ ὑπὸ τῆς Α.Ε. τοῦ Ὑπουργοῦ Συντονισμοῦ κ. Νικολάου Μακαρέζου (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 αὐτῆς (καλουμένου ἐφεξῆς ὁ «Ἀνάδοχος») οὗσα συμβεβλημένη μετὰ τοῦ Κυρίου, δυνάμει τῆς ἀπὸ 29 Ὀκτωβρίου 1968 Συμβάσεως περὶ κατασκευῆς ἐν Ἑλλάδι τῆς ὁδοῦ Ἠγουμενίτσης — Κοζάνης — Θεσσαλονίκης — Τουρκικῶν Συνόρων καὶ (μερικῆς) χρηματοδοτήσεως κατὰ τὴν Σύμβασιν τοῦ ἔργου τούτου, διορίζουν Ὑμᾶς ἀνεκκλήτως διὰ τῆς παρούσης ὡς κοινὸν αὐτῶν θεματοφύλακα καὶ παρέχουν τὰς ἀκολούθους ἀνεκκλήτους ὁδηγίας:

1. Ὁ Κύριος ἐγχειρίζει καὶ ἐμπιστεύεται ὑμῖν σήμερον τὰ ὑπ' ἀριθ.....χρεωστικὰ ὁμόλογα, ὑπογεγραμμένα ὑπὸ τοῦ Κυρίου εἰς διαταγὴν τοῦ ..... ἅτινα δύνανται ἐλευθέρως νὰ μεταβιβασθοῦν, ὀπισθογραφηθοῦν, ἐκχωρηθοῦν καὶ ἀποτελέσουν ἀντικείμενον συναλλαγῆς, ἄνευ οὐδενὸς περιορισμοῦ καὶ ἅτινα εἶναι πληρωτέα εἰς ἀπολύτως μετατρέψιμον ξένον συνάλλαγμα δολλάρια Η.Π.Α. εἰς τὴν UNION BANK OF SWITZERLAND Ἑλβετίας ὑποκατάστημα Λονδίνου.

Ἐπισυνάπτεται τῇ παρούσῃ πίναξ ἐμφαίνων τοὺς ἀριθμοὺς τῶν ἐν λόγῳ χρεωστικῶν ὁμολόγων, τὴν ὀνομαστικὴν ἀξίαν, ἡμερομηνίαν λήξεως καὶ τὴν ἡμερομηνίαν τῆς ὑφ' ὑμῶν παραδόσεώς των πρὸς τὸν Ἀνάδοχον, ὅστις καὶ ἀποτελεῖ ἀναπόσπαστον μέρος τῆς παρούσης.

Ἐκ τῶν ὡς ἄνω χρεωστικῶν ὁμολόγων:

α) .... ὁμόλογα ἀξίας ἑκάστου καὶ φέροντα ἀριθμοὺς ἀπὸ .... μέχρι .... ἅτινα περιλαμβάνονται εἰς τὸν συνημμένον πίνακα, ἀφορῶντα τὸ κεφάλαιον καὶ καλοῦνται ἐφεξῆς «Χρεωστικὰ Ὁμόλογα Κεφαλαίου».

β) .... ὁμόλογα διαφόρου ὀνομαστικῆς ἀξίας καὶ ἀντιστοιχοῦντα εἰς τοὺς τόκους ἐπὶ τοῦ κεφαλαίου τῶν προηγουμένων χρεωστικῶν ὁμολόγων καλοῦνται ἐφεξῆς «Χρεωστικὰ Ὁμόλογα Τόκων». Ἕκαστον Χρεωστικὸν Ὁμόλογον Τόκων ἀντιστοιχεῖ εἰς ὡρισμένον Χρεωστικὸν Ὁμόλογον Κεφαλαίου, φέρει δὲ ἀρίθμησιν διὰ λατινικοῦ ἀριθμοῦ ἢ γράμματος, ὡς καὶ τὸν ἀραβικὸν ἀριθμὸν τοῦ ἀντιστοίχου Χρεωστικοῦ Ὁμολόγου Κεφαλαίου. Π.χ. τὰ ὑπ' ἀριθ. ..... Χρεωστικὰ Ὁμόλογα Τόκων ἀντιστοιχοῦν εἰς τὰ ὑπ' ἀριθ. .... Χρεωστικὰ Ὁμόλογα Κεφαλαίου.

2. (α) Κατὰ τὰς ὁριζομένας κατωτέρω τέσσαρας διαφορετικὰς ἡμερομηνίας, ἤτοι: (ὁρίσατε ἐνταῦθα τὴν τελευταίαν ἡμέραν τοῦ πρώτου τριμήνου, ἀφ' ἧς ἄρχεται ἡ ἰσχὺς τῆς Συμβάσεως, καὶ ἀκολούθως τὴν ἡμερομηνίαν λήξεως ἑκάστου τριμήνου), θέλετε παραδώσει εἰς τὸν Ἀνάδοχον, ἵνα διατεθῶσιν ἀπολύτως ἐλευθέρως ὑπ' αὐτοῦ Χρεωστικὰ Ὁμόλογα συνολικῆς ὀνομαστικῆς ἀξίας .... (....).

β) Κατὰ τὰς ὁριζομένας κατωτέρω τέσσαρας διαφορετικὰς ἡμερομηνίας, ἤτοι: (ὁρίσατε ἐνταῦθα τὰς ἀλληλοδιαδόχους ἡμερομηνίας λήξεως ἑκάστου τριμήνου μετὰ τὴν λῆξιν τοῦ τελευταίου ἐκ τῶν ἐν τῇ προηγουμένῃ παρ. (α) ὁριζομένων τριμήνων), θέλετε παραδώσει εἰς τὸν Ἀνάδοχον ἵνα διατεθῶσιν ἀπολύτως ἐλευθέρως ὑπ' αὐτοῦ, Χρεωστικὰ Ὁμόλογα συνολικῆς ὀνομαστικῆς ἀξίας ....(.....).

γ) Κατὰ τὰς ὁριζομένας κατωτέρω τέσσαρας διαφορετικὰς ἡμερομηνίας, ἤτοι: (ὁρίσατε ἐνταῦθα τὰς ἀλληλοδιαδόχους ἡμερομηνίας λήξεως τῶν δώδεκα τριμήνων) μετὰ τὴν λῆξιν τοῦ ἐν τῇ παρ. (β) ὁριζομένου τελευταίου τριμήνου) θέλετε παραδώσει εἰς τὸν Ἀνάδοχον, ἵνα διατεθῶσιν ἀπολύτως ἐλευθέρως ὑπ' αὐτοῦ, Χρεωστικὰ Ὁμόλογα συνολικῆς ὀνομαστικῆς ἀξίας .. ..(.....).

3. Τὰ Χρεωστικὰ Ὁμόλογα Κεφαλαίου θέλουν παραδοθῆ εἰς τὸν Ἀνάδοχον, ἵνα διατεθῶσιν ἐλευθέρως ὑπ' αὐτοῦ, κατὰ τὴν ἀριθμητικὴν σειρὰν προτεραιότητος ἀρχομένην ἐκ τοῦ ὑπ' ἀριθ. .. Ὁμολόγου καὶ κατὰ τὰς ὁριζομένας ἡμερομηνίας παραδόσεως, ἄνευ προηγουμένης ἐπιβεβαιώσεως ἐγκρίσεως, συγκαταθέσεως, ἢ ἀναλογίας ἢ οἱασδήποτε ἑτέρας διαδικασίας ἐκ μέρους τοῦ Κυρίου ἢ παντὸς τρίτου.

Οὐχ' ἧττον ὅμως ὁ Ἀνάδοχος θὰ ἔχῃ τὸ δικαίωμα ὅπως, δι' ἐγγράφου πρὸς ὑμᾶς παραγγελίας ὑπογραφομένης ὑπ' αὐτοῦ ἀποκλειστικῶς, ζητήσῃ καθ' οἱανδήποτε ἡμερομηνίαν λήξεως τῶν ὡς ἄνω ὁριζομένων τριμήνων τὴν εἰς αὐτὸν παράδοσιν χρεωστικῶν ὁμολόγων κατὰ τὴν σειρὰν τῆς ἀρεσκείας του καὶ οὐχὶ ἀπαραιτήτως κατὰ τὴν ὡς ἄνω ὁριζομένην σειρὰν προτεραιότητος, ὑπὸ τὸν ὅρον ὅτι τὸ συνολικὸν ὕψος τῆς ὀνομαστικῆς ἀξίας τῶν κατόπιν τῆς τοιαύτης ἐγγράφου παραγγελίας τοῦ Ἀναδόχου παραδιδομένων αὐτῷ ὑφ' ὑμῶν πρὸς ἐλευθέραν χρῆσιν χρεωστικῶν ὁμολόγων δὲν θὰ ὑπερβαίνῃ τὴν συνολικὴν ὀνομαστικὴν ἀξίαν τῶν δυνάμει τοῦ ὑπ' ἀριθ. 2 ὅρου ἀνωτέρω παραδοτέων αὐτῷ ὁμολόγων. Τὰ δικαιώματα τοῦ Ἀναδόχου ὡς πρὸς τὴν σειρὰν παραδόσεως τῶν χρεωστικῶν ὁμολόγων, ὡς ταῦτα ὁρίζονται ἐν τῇ παρούσῃ παραγράφῳ, θὰ παραμείνουν ἄθικτα, ἀνεξαρτήτως ἐνδεχομένης παραγγελίας περὶ ἐπιβραδύνσεως ἢ ἐπιταχύνσεως τοῦ ρυθμοῦ παραδόσεως.

4. Κατὰ τὴν ὑφ' ὑμῶν ὡς ἄνω παράδοσιν πρὸς τὸν Ἀνάδοχον ἑκάστου χρεωστικοῦ ὁμολόγου ὑποχρεοῦσθε εἰς τὴν ταυτόχρονον παράδοσιν αὐτῷ πρὸς ἐλευθέραν κατὰ τὴν κρίσιν του χρῆσιν καὶ ἀπάντων τῶν ἀντιστοίχων Χρεωστικῶν Ὁμολόγων Τόκων, ταυτοχρόνως μὲ τὴν παράδοσιν τοῦ ὑπ' ἀριθ. .... Χρεωστικοῦ Ὁμολόγου Κεφαλαίου, ὑποχρεοῦσθε ὅπως παραδώσητε τῷ Ἀναδόχῳ καὶ ἅπαντα τὰ ὑπ' ἀριθ. .... Χρεωστικὰ Ὁμόλογα Τόκων.

5. α) Ἐν περιπτώσει κοινοποιήσεως ὑμῖν ἐγγράφου παραγγελίας τῶν ὑποφαινομένων (καλουμένης ἐφεξῆς «Παραγγελίας Ἐπιβραδύνσεως»), δεόντως ὑπογεγραμμένης καὶ συντεταγμένης κατὰ τὸν εἰς τὸν ἐδάφιον γ) τῆς παρούσης παραγράφου ὁριζόμενον τύπον, ὀφείλετε ὅπως, παρὰ τοὺς προμνησθέντας ὅρους τῆς παρούσης ἀνεκκλήτου ἐντολῆς, μὴ παραδώσητε τῷ Ἀναδόχῳ (κατὰ τὴν κατὰ τὸ τέλος τοῦ τριμήνου τασσομένην παράδοσιν τῶν ὀφειλομένων αὐτῷ Χρεωστικῶν Ὁμολόγων) τὰ ὀφειλόμενα κατὰ τὴν ἡμέραν ταύτην .... Χρεωστικὰ Ὁμόλογα Κεφαλαίου καὶ Τόκων, ἔστω καὶ μέρος τῶν ἐν λόγῳ Χρεωστικῶν Ὁμολόγων Κεφαλαίου καὶ Τόκων, ἅτινα ὀφείλονται κατὰ τὴν αὐτὴν ὡς ἄνω ἡμερομηνίαν καὶ τὰ λεπτομερῶς ἐν τῇ Παραγγελίᾳ Ἐπιβραδύνσεως ὁριζόμενα, ὑπὸ τὸν ὅρον ὅμως ὅτι, κατὰ τὴν ἀμέσως μετὰ ταῦτα τασσομένην ἡμερομηνίαν τῆς κατὰ τὸ τέλος τοῦ τριμήνου παραδόσεως τῷ Ἀναδόχῳ χρεωστικῶν ὁμολόγων, θέλετε παραδόσει αὐτῷ πάντα τὰ ὀφειλόμενα κατὰ τὴν ἡμέραν αὐτὴν Χρεωστικὰ Ὁμόλογα Κεφαλαίου καὶ Τόκων, ὁμοῦ μετὰ τῶν κατὰ τὸ προηγούμενον τρίμηνον παραδοτέων καὶ μὴ παραδοθέντων, κατόπιν τῆς Παραγγελίας Ἐπιβραδύνσεως ὁμοίων Ὁμολόγων ἐκτὸς ἐὰν ἐν τῷ μεταξὺ σᾶς ἐπιδοθῇ νέα παραγγελία ἐπι-

ἐπιβραδύνσεως. Πρὸ τῆς παρελεύσεως ἓμήνου διαστήματος ἀπὸ τῆς ὑφ' ὑμῶν λήψεως τῆς παρούσης ἀνεκκλήτου ἐντολῆς, ἀποκλείεται ἡ κοινοποίησις τῆς ὡς ἄνω Παραγγελίας Ἐπιβραδύνσεως, ὑμεῖς δὲ ὑποχρεοῦσθε ὅπως οὐδόλως λάβητε ὑπ' ὄψει πᾶσαν ἐνδεχομένως κοινοποιουμένην τοιαύτην παραγγελίαν πρὸ τῆς παρόδου τοῦ ὡς ἄνω χρονικοῦ διαστήματος.

ε) Ἐν περιπτώσει κοινοποιήσεως ὑμῖν ἐγγράφου παραγγελίας τῶν ὑποφαινομένων (καλουμένης ἐφεξῆς «Παραγγελίας Ἐπισπεύσεως») δεόντως ὑπογεγραμμένης καὶ συντεταγμένης κατὰ τὸν ὁριζόμενον εἰς τὸ ἐδάφιον γ) τῆς παρούσης παράγραφον τύπον, ὀφείλεται ὅπως, κατὰ τοὺς προμνησθέντας ὅρους τῆς παρούσης ἀνεκκλήτου ἐντολῆς, παραδώσητε τῷ Ἀναδόχῳ, ἵνα διατεθῶσιν ὑπ' αὐτοῦ ἐλευθέρως, τὰ ὀφειλόμενα κατὰ τὴν ὡς ἄνω προβλεπομένην ἡμερομηνίαν λήξεως τοῦ τριμήνου Χρεωστικὰ Ὁμόλογα Κεφαλαίου καὶ Τόκων ὁμοῦ μετὰ τῶν κατὰ τὸ ἑπόμενον τρίμηνον ὀφειλομένων Χρεωστικῶν Ὁμολόγων Κεφαλαίου καὶ Τόκων, κατὰ τὰ λεπτομερῶς ἐν τῇ ὡς ἄνω Παραγγελίᾳ Ἐπισπεύσεως ὁριζόμενα, συνεχίζοντες περαιτέρω τὴν τοιαύτην παράδοσιν πρὸς ἐλευθέραν ὑπὸ τοῦ Ἀναδόχου χρῆσιν ὡς ἀνωτέρω ὁρίζεται, περιλαμβανομένων καὶ τῶν κατόπιν τῆς Παραγγελίας Ἐπισπεύσεως παραδοθέντων ἐνωρίτερον χρεωστικῶν ὁμολόγων. Ἡ ὡς ἄνω Παραγγελία Ἐπισπεύσεως δὲν δύναται νὰ κοινοποιηθῇ πρὸ τῆς παρελεύσεως ἓμήνου διαστήματος ἀπὸ τῆς ὑφ' ὑμῶν λήψεως τῆς παρούσης ἀνεκκλήτου ἐντολῆς, ὀφείλεται δὲ ὅπως οὐδόλως λάβητε ὑπ' ὄψει τοιαύτην παραγγελίαν, ἐφ' ὅσον κοινοποιεῖται ὑμῖν πρὸ τῆς παρόδου τοῦ ὡς ἄνω ἓμήνου διαστήματος.

γ) (ι) Τὸ κείμενον τῆς Παραγγελίας Ἐπιβραδύνσεως ἔχει ὡς ἀκολούθως:

Ἡμερομηνία.....

UNION BANK OF SWITZERLAND

Ζυρίχην

Ἑλβετίαν

Κύριοι,

Παρακαλεῖσθε ὅπως ἐπιβραδύνητε 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 (α) τῆς ἀπὸ..... ὑμετέρας πρὸς ὑμᾶς ἀνεκκλήτου ἐντολῆς.

Μετὰ τιμῆς

(ὑπογραφαὶ)

ιι) Τὸ κείμενον τῆς Παραγγελίας Ἐπισπεύσεως ἔχει ὡς ἀκολούθως:

Ἡμερομηνία.....

UNION BANK OF SWITZERLAND

Ζυρίχην

Ἑλβετίαν

Κύριοι,

Παρακαλεῖσθε ὅπως ἐπισπεύσητε τὴν παράδοσιν πρὸς τὴν .... (νὰ ἀναγραφῇ ἡ πλήρης ἐπωνυμία τοῦ Ἀναδόχου) τῶν Χρεωστικῶν Ὁμολόγων Κεφαλαίου ἀξίας .... ὡς καὶ τῶν ἀντιστοίχων Χρεωστικῶν Ὁμολόγων Τόκων, συμφώνως πρὸς τοὺς ὅρους τῆς παραγράφου 5 (β) τῆς ἀπὸ ... ... ἡμετέρας πρὸς ὑμᾶς ἀνεκκλήτου ἐντολῆς.

Μετὰ τιμῆς

(ὑπογραφὴ)

ιιι) Αἱ Παραγγελίαι Ἐπιβραδύνσεως καὶ Ἐπισπεύσεως ὑπογράφονται δεόντως ὑπὸ τοῦ Κυρίου καὶ τοῦ Ἀναδόχου, ἢ ἀντὶ τούτων ὑπὸ τοῦ ἑκάστοτε Διοικητοῦ τῆς Τραπέζης τῆς Ἑλλάδος, συμφώνως πρὸς τοὺς ὅρους τῆς συμβάσεως.

Ἀμέσως μετὰ τὴν ὑφ' ὑμῶν παράδοσιν τῷ Ἀναδόχῳ τῶν Χρεωστικῶν Ὁμολόγων συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης, ὑποχρεοῦσθε ὅπως ὑποβάλητε εἰς ἕκαστον τῶν ὑπογεγραμμένων κεχωρισμένως σχετικὴν κατάστασιν ἐμφαίνουσαν τὸν ἀριθμὸν τῶν μέχρι τοῦδε παραδοθέντων χρεωστικῶν ὁμολόγων, τὴν συνολικὴν ὀνομαστικὴν ἀξίαν αὐτῶν, τὰς ἀντιστοίχους ἡμερομηνίας παραδόσεως, ὡς καὶ τὰς ἡμερομηνίας λήξεως τῶν παραδοθέντων ὁμολόγων.

6. Ἡ ἐν τῷ παρόντι χρησιμοποιουμένη ὁρολογία «παράδοσις τῶν χρεωστικῶν ὁμολόγων εἰς τὸν Ἀνάδοχον, ἵνα διατεθῶσιν ὑπ' αὐτοῦ ἐλευθέρως», ἔχει τὴν ἔννοιαν τῆς ἀνεπιφυλάκτου παραδόσεως τῶν ἐν λόγῳ ὁμολόγων εἰς τὸν Ἀνάδοχον ἢ εἰς πάντα τρίτον, γραπτῶς ὑποδειχθησόμενον ὑμῖν ὑπὸ τούτου.

7. Κατόπιν τῆς ὑμετέρας ἀποδοχῆς ὅπως ἐνεργήσητε ὡς θεματοφύλαξ δυνάμει τοῦ παρόντος, συμφωνεῖται ὅτι ὑμεῖς οὐδεμίαν εὐθύνην ὑπέχετε ἐν προκειμένῳ (ἐξαιρέσει τῶν περιπτώσεων βαρείας ἀμελείας ἢ δόλου κατὰ τὴν ἐκτέλεσιν τῶν διὰ τῆς παρούσης ἀναλαμβανομένων ὑποχρεώσεων) ἕνεκα μὴ συμμορφώσεως πρὸς τὴν παροῦσαν ἀνέκκλητον ἐντολὴν οὔτε ἑτέραν εὐθύνην ἕνεκα πλαστογραφίας ἢ πλασιτοπροσωπίας, ἀφορώσης εἰς τὴν ἐκτέλεσιν τῶν διὰ τῆς παρούσης ἀναλαμβανομένων ὑποχρεώσεων ὑμῶν.

8. Ἡ καταβληθησομένη ὑμῖν διὰ τὰς παρασχεθησομένας δυνάμει τῆς παρούσης ὑπηρεσίας ἀμοιβή, ἀποτελεῖ τὴν ὑμετέραν ἀποζημίωσιν διὰ τὰς προβλεπομένας ὑπὸ τῆς παρούσης ἀνεκκλήτου ἐντολῆς ἐργασίας. Εἰς περίπτωσιν καθ' ἣν παράσχητε καὶ ἑτέρας ὑπηρεσίας μὴ προβλεπομένας ὑπὸ τῆς παρούσης ἀνεκκλήτου ἐντολῆς, ἢ ἀνακύψῃ διαφωνία ἀναφορικῶς μὲ τὸ περιεχόμενον τῆς ἐν λόγῳ ἀνεκκλήτου ἐντολῆς, ἢ ἐμπλακῆτε ἀμέσως ἢ ἐμμέσως εἰς δικαστικὸν ἀγῶνα ἕνεκα τούτου, θέλετε λάβει εὔλογον ἀποζημίωσιν ἕνεκα τῶν ἐκτάκτων τούτων ὑπηρεσιῶν καὶ θέλουσιν ἀντικαταβληθῇ ὑμῖν ἅπασαι αἱ ἐκ τοῦ λόγου τούτου γενόμεναι δαπάναι.

9. Ἡ ὑμετέρα ἀμοιβὴ διὰ παροχὴν τῶν δυνάμει τοῦ παρόντος ὑπηρεσιῶν ὁρίζεται εἰς ... ..., αὕτη δὲ ὁμοῦ μετὰ τῆς ὑπὸ τῆς προηγουμένης παραγράφου προβλεπομένης ἀποζημιώσεως θὰ καταβάλληται ὑμῖν ὑπὸ τοῦ Ἀναδόχου.

10. Τῆς παρούσης ἀνεκλήτου ἐντολῆς ἀπαγορεύεται ἡ ἀκύρωσις, καταγγελία, κατάργησις, ἀνάκλησις, ἀναστολή, τροποποίησις, ἀναθεώρησις καθ' οἱονδήποτε τρόπον, εἰμὴ μόνον διὰ νεωτέρας κοινῆς ἀνεκκλήτου γραπτῆς ἐντολῆς, δεόντως ὑπογεγραμμένης ὑπὸ τοῦ Κυρίου καὶ τοῦ Ἀναδόχου.

Ἡ παροῦσα ἀνέκκλητος ἐντολὴ διέπεται ὑπὸ τῆς Ἑλβετικῆς Νομοθεσίας.

Παρακαλεῖσθε ὅπως ἐπιβεβαιώσητε τὴν ἀποδοχὴν ὑμῶν ὅπως ἐνεργήσητε ὡς θεματοφύλαξ δυνάμει τῆς παρούσης διὰ τῆς θέσεως τῆς ἡμετέρας ὑπογραφῆς εἰς τὸν πρὸς τοῦτο ὁριζόμενον χῶρον καὶ τῆς ἀποστολῆς εἰς ἕκαστον τῶν ὑπογεγραμμένων ἑνὸς ἀντιτύπου τῆς παρούσης ἀνεκκλήτου ἐντολῆς, δεόντως ὑπογεγραμμένου ὑφ' ἡμῶν.

Μετὰ πλείστης τιμῆς

Διὰ τὸ Ἑλληνικὸν Δημόσιον (Διὰ τὸν Ἀνάδοχον)
Νικόλαος Μακαρέζος
(Ὑπουργὸς Συντονισμοῦ)

Ἐπιβεβαιοῦμεν τὴν ὑφ' ἡμῶν ἀποδοχὴν ἁπάντων τῶν ἀνωτέρω ἀναλαμβάνοντες ὅπως ἐνεργήσωμεν ὡς κοινὸς θεματοφύλαξ διὰ λογαριασμὸν τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς MACDONALD CONSTRUCTION CO συμφώνως πρὸς τοὺς ὅρους τῆς ὡς ἄνω ἀνεκκλήτου ἐντολῆς.

Ἡ Τράπεζα... ... ...

ΕΙΔΙΚΟΝ ΠΑΡΑΡΤΗΜΑ ΥΠ' ΑΡΙΘ. 3

Εἰς τοὺς εἰδικοὺς ὅρους τῆς συμφωνίας ὑπὸ ἡμερομηνίαν .....μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑται-

ρείας MANCDONALT CONSTRUCTION COMPANY, ἐν ST. LOUIS, MISSOURI.

Ἐγγύησις καλῆς ἐκτελέσεως

Ἡμερομηνία... ... ...

Πρὸς τὴν Αὐτοῦ Ἐξοχότητα
τὸν κ. Νικόλαον Μακαρέζον
Ὑπουργὸν Συντονισμοῦ τῆς Ἑλληνικῆς Κυβερνήσεως
ἐκπροσωποῦντα τὸ Ἑλληνικὸν Δημόσιον
Ἀξιότιμε Κύριε,

1. Ἀναφερόμεθα εἰς τὴν ὑπὸ ἡμερομηνίαν 29 Ὀκτωβρίου 1968 καταρτισθεῖσαν σύμβασιν μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου (καλουμένου ἐφεξῆς ὁ «Ἰδιοκτήτης») καὶ τῆς Ἑταιρείας MACDONALD CONSTRUCION CO. ST. LOYIS MISSQURI. (καλουμένης ἐφεξῆς ὁ «Ἀνάδοχος») καὶ εἰδικώτερον εἰς τὸν ὅρον 24 (α) (ι) τῆς ἐν λόγῳ συμβάσεως προβλέποντα τὴν ὑπὸ τοῦ Ἀναδόχου παροχὴν εἰς τὸν Ἰδιοκτήτην Τραπεζιτικῆς ἐγγυητικῆς ἐπιστολῆς διὰ τὴν ἐκ μέρους αὐτοῦ καλὴν ἐκτέλεσιν τῶν ἐκ τῆς συμβάσεως ὑποχρεώσεών του.

2. Κατόπιν ἐντολῆς καὶ διὰ λογαριασμὸν τοῦ Ἀναδόχου, ἐπιβεβαιοῦμεν πρὸς τὸ Ἑλληνικὸν Δημόσιον τὴν ἀκόλουθον ἀνέκκλητον συμφωνίαν μας.

Ἐπὶ μόνῃ τῇ αἰτήσει τοῦ κ. Ὑπουργοῦ Συντονισμοῦ τοῦ Βασιλείου τῆς Ἑλλάδος, ἐνεργοῦντος διὰ τὸ Ἑλληνικὸν Δημόσιον, τῆς ὑπογραφῆς αὐτοῦ ἐπικυρουμένης ὑπὸ τῆς Τραπέζης τῆς Ἑλλάδος, ἀναφερούσης τοὺς λόγους δι' οὓς ἡ τοιαύτη πληρωμὴ ἐπιζητεῖται, θὰ καταβάλωμεν ἀπροφασίστως καὶ ἐντὸς 15 ἡμερῶν ἐν ὅλῳ ἢ ἐν μέρει ἀπὸ τῆς λήψεως τῆς τοιαύτης αἰτήσεως εἰς τὸ Ἑλληνικὸν Δημόσιον πᾶν ποσὸν μὴ ὑπερβαῖνον τὰ Δολλάρια Η.Π.Α. 7.500.000.

3. Ἡ παροῦσα ἐγγύησις τελεῖ ὑπὸ τοὺς ἀκολούθους ὅρους:

Τὸ ποσὸν τῶν δολλ. 7.500.000 θὰ μειοῦται κατὰ τὸν ἀκόλουθον τρόπον:

Μετὰ τὴν ἔγκρισιν ὑπὸ τοῦ Ἰδιοκτήτου τῆς προσφορᾶς ἑκάστου Ὑπεργολάβου καὶ τὴν ἀνάθεσιν εἰς αὐτὸν τοῦ ἔργου κατὰ τὸ ἄρθρον 13 (α) τῆς συμβάσεως, ὁ Ἰδιοκτήτης θὰ προβαίνῃ εἰς μείωσιν τοῦ ποσοῦ τῆς παρούσης ἐγγυήσεως καλῆς ἐκτελέσεως τοῦ Ἀναδόχου κατὰ τὸ ποσὸν τὸ κατατεθησόμενον ὑφ' ἑκάστου Ὑπεργολάβου μέχρις οὗ ἡ παροῦσα ἐγγύησις μειωθῇ εἰς τρία ἑκατομμύρια πεντακοσίας χιλιάδας δολλ. (δολλ. 3.500.000).

4. Ἡ ἐκ μέρους τοῦ Ἀναδόχου ἐξασφάλισις ἐγγυήσεων ἐκ μέρους τῶν ὑπεργολάβων ἐξικνουμένη μέχρι συμπληρώσεως τοῦ ποσοῦ τῶν δολλ. 7.500.000 οὐδόλως ἐπηρεάζει τὴν παροῦσαν ἐγγυητικὴν ἐπιστολὴν κατὰ τὸ ποσὸν τῶν δολλ. 3.500.000 καθ' ὃ αὕτη προορίζεται νὰ καλύψῃ τὰς ὑποχρεώσεις τοῦ Ἀναδόχου διὰ τὴν ἐκ τοῦ ἐξωτερικοῦ χρηματοδότησιν τῆς συμβάσεως συμφώνως ταῖς διατάξεσιν αὐτῆς.

Τὸ οὕτω ἀπομένον ποσὸν τῶν δολλ. 3.500.000 θὰ μειοῦται μόνον συμφώνως μὲ τὴν πρόοδον τῆς ἐκ τοῦ ἐξωτερικοῦ χρηματοδοτήσεως τοῦ ἔργου ὡς ἀκολούθως:

α) Δι' ἕκαστον διατιθέμενον ποσὸν δολλ. 9.000.000 (ἐννέα ἑκατομμυρίων δολλαρίων) Ἡνωμένων Πολιτειῶν Ἀμερικῆς διὰ τὴν χρηματοδότησιν τοῦ ἔργου, τὸ ἑκάστοτε ὑπόλοιπον τῆς ἐγγυήσεως θὰ μειοῦται κατὰ δολλ. 250.000 (διακοσίας πεντήκοντα χιλιάδας δολλ. Ἡνωμένων Πολιτειῶν Ἀμερικῆς) ἀντιστοίχως, τοῦ ὕψους τοῦ ἑκάστοτε ποσοῦ τῆς ἐκ τοῦ ἐξωτερικοῦ χρηματοδοτήσεως τοῦ Ἀναδόχου, βεβαιουμένου ὑπὸ τῆς Τραπέζης τῆς Ἑλλάδος καὶ κατὰ τὴν εὔλογον κρίσιν αὐτῆς.

β) Μετὰ τὴν διαπίστωσιν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου τῆς ἱκανοποιητικῆς ἐκπληρώσεως τῶν ἐκ τῆς συμβάσεως ἀπορρεουσῶν ὑποχρεώσεων τοῦ Ἀναδόχου καὶ τὴν πάροδον δύο καὶ ἡμίσεος (2 1)2) ἐτῶν ἀπὸ τῆς θέσεως ἐν ἰσχύϊ τῆς συμβάσεως, ἡ παροῦσα ἐγγύησις θὰ μειοῦται περαιτέρω κατὰ δολλ. 500.000 (πεντακοσίας χιλιάδας δολλάρια Ἡνωμένων Πολιτειῶν Ἀμερικῆς).

γ) Ἡ παροῦσα ἐγγυητικὴ ἐπιστολὴ διὰ τὸ ποσὸν τὸ ὁποῖον θὰ ἔχῃ ἀπομείνῃ ἐν αὐτῇ μετὰ τὰς ἀνωτέρω μειώσεις, θέλει ἐπιστραφῆ ἡμῖν μετὰ τὴν ὁλοσχερῆ ἐκπλήρωσιν πάσης ἐκ τῆς κατὰ τὰ ἄνω συμβάσεως ἀπορρεούσης ὑποχρεώσεως τοῦ Ἀναδόχου.

5. Εἰς περίπτωσιν καθ' ἣν ὁ Ἰδιοκτήτης ἤθελε γνωστοποιήσῃ ἐγγράφως εἰς τὴν Τράπεζαν ὅτι, ἄνευ ὑπαιτιότητος τοῦ Ἀναδόχου, καταγγέλλει τὴν σύμβασιν, ἡ παροῦσα ἐγγυητικὴ ἐπιστολὴ θὰ εἶναι ἄκυρος.

Μετὰ τιμῆς

..... Τράπεζα

ΕΙΔΙΚΟΝ ΠΑΡΑΡΤΗΜΑ ΥΠ' ΑΡΙΘΜ. 4

ΒΑΣΙΛΕΙΟΝ ΤΗΣ ΕΛΛΑΔΟΣ

ΧΡΕΩΣΤΙΚΟΝ ΟΜΟΛΟΓΟΝ

Ἀρ. ΑΘΗΝΑΙ, ΕΛΛΑΣ

Δολλ. Η.Π.Α. 750.000,00 Τῇ... ... ..

Δι' ΑΞΙΑΝ ΛΗΦΘΕΙΣΑΝ. ὁ ὑπογεγραμμένος διὰ λογαριασμὸν τοῦ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ, ὑπόσχεται νὰ πληρώσῃ τῷ... ... ...ἢ εἰς διαταγήν των τὴν ... ... ἡμέραν τοῦ ... .τὸ ποσὸν κεφαλαίου ἑπτακοσίων πεντήκοντα χιλιάδων δολλ. Ἡνωμένων Πολιτειῶν Ἀμερικῆς (δολλ. Η.Π.Α. 750.000,00) καὶ τοῦ τόκου αὐτῶν ἀπὸ... ... ... μέχρι λήξεως αὐτῶν πρὸς 6.35 ο)ο ἐτησίως καὶ ἐν συνεχείᾳ πρὸς τὸν αὐτὸν τόκον μέχρι πλήρους ἐξοφλήσεως τοῦ παρόντος.

Ἅπασαι αἱ πληρωμαὶ κεφαλαίου καὶ τόκου τοῦ παρόντος θὰ λάβουν χώραν εἰς τὸ Κεντρικὸν Κατάστημα τῆς BANK OF AMERICA, Ὑπηρεσίαν Διεθνῶν Συναλλαγῶν, εἰς τὴν πόλιν καὶ Πολιτείαν τῆς Νέας Ὑόρκης Ἡνωμένων Πολιτειῶν Ἀμερικῆς, εἰς τοιοῦτον νόμισμα ἢ χαρτονόμισμα ἢ συνάλλαγμα τῶν Η.Π.Α. οἷον θὰ ἰσχύῃ κατὰ τὸν χρόνον τῆς πληρωμῆς νομίμως διὰ δημοσίας καὶ ἰδιωτικὰς ὀφειλάς, καὶ αἱ τοιαῦται πληρωμαὶ θὰ εἶναι ἐλεύθεραι καὶ καθαραὶ ἄνευ κρατήσεων, λόγῳ οἱωνδήποτε φόρων ἰσχυόντων ἢ μελλόντων νὰ ἐπιβληθῶσιν, τελῶν, φόρων, ἐξόδων καὶ παρακρατήσεων ὁποτεδήποτε ἐπιβληθέντων, βεβαιωθέντων, καθορισθέντων, εἰσπραχθέντων ὑπὸ καὶ διὰ λογαριασμὸν τοῦ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ, ἢ οἱασδήποτε πολιτικῆς ὑποδιαιρέσεως ἢ φορολογικῆς ἀρχῆς ἐν σχέσει μὲ αὐτὰ ἢ διὰ ταῦτα.

Τὸ παρὸν χρεωστικὸν ὁμόλογον εἶναι ἓν ἐκ τῶν δέκα τοιούτων τὰ ὁποῖα ἐξέδωσεν τὸ ΒΑΣΙΛΕΙΟΝ ΤΗΣ ΕΛΛΑΔΟΣ, διὰ τὸ ὁλικὸν ποσὸν τῶν δολλαρίων Ἡνωμένων Πολιτειῶν Ἀμερικῆς 7.500.000,00 ἀπάντων ἐκδοθέντων εἰς

Ἐν περιπτώσει παραλείψεως ἐγκαίρου καὶ πλήρους ἐξοφλήσεως οἱουδήποτε τῶν ἀνωτέρω χρεωστικῶν ὁμολόγων κατὰ τὴν ἡμερομηνίαν λήξεως καὶ πληρωμῆς αὐτῶν, ἅπαν τὸ μὴ πληρωθὲν ποσὸν κεφαλαίου καὶ τόκου αὐτοῦ κατὰ τὴν ἡμερομηνίαν τῆς πληρωμῆς, ὡς προβλέπεται ἀνωτέρω ἐν τῷ παρόντι, θὰ ὀφείλεται καὶ θὰ εἶναι ἀμέσως πληρωτέον κατὰ τὴν κρίσιν καὶ ἐπὶ τῇ αἰτήσει τοῦ κομιστοῦ τοῦ παρόντος.

Οἱ ἐκδόται καὶ οἱ ὑπογράφοντες τὸ χρεωστικὸν τοῦτο ὁμόλογον παραιτοῦνται τῆς ἀγωγῆς διαμαρτυρίας, αἰτήσεως καὶ πασῶν τῶν ἐνδίκων μέσων καὶ συναινοῦν εἰς οἱανδήποτε παράτασιν προθεσμίας διὰ πληρωμὴν καὶ ἀνανέωσιν αὐτοῦ. Παράλειψις τοῦ κομιστοῦ νὰ ἀσκήσῃ δικαιώματά του καθ' οἱανδήποτε δικαστικὴν διαδικασίαν δὲν συνιστᾷ παραίτησιν ἐξ αὐτῶν κατ' αὐτὴν ἢ ἄλλην ἐπακολουθοῦσαν ταύτης.

ΒΑΣΙΛΕΙΟΝ ΤΗΣ ΕΛΛΑΔΟΣ

Ὑπογραφὴ

ΕΓΓΥΗΣΙΣ

Δι' ΑΞΙΑΝ ΛΗΦΘΕΙΣΑΝ. Ο ΥΠΟΓΕΓΡΑΜΜΕΝΟΣ

... ...

παράτασιν προθεσμίας πληρωμῆς ἢ ἀνανεώσεως τοῦ ἀνωτέρω χρεωστικοῦ ὁμολόγου.

. . . . . .

Ὑπογρ.

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 :

	Kms	
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	12	
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 (iuc-

luyding 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 abovementioned 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 — The Minister of Coordination
NICKOLAOS MAKAREZOS

For the Company — MacDonald Construction Company
ROBERT E. MACDONALD

APPENDIX «A»

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

SPECIAL CONDITIONS

Engineering

1. The Contractor undertakes to make detailed engineeering 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 own ership. 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 in voice. 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 owner ship 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 paint 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, provided 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 compulsolily 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 relevent 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 montly 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 crdeit.

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 PromissoryNotes», 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 ETVA 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 calulating 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 Governnor 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 Decelration 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

xempt the Contractor from the provision of such uarantees or shall insure that the Customs Autho-ties shall be satisfied with a self guarantees in wri-ng, of the Contractor, all expenses of such self gua-intees being borne by the Owner.

In order to facilitate the clearance of imported items)r use in the construction of the Road the Owner may, pon the decision to that effect of the Minister of Coor-ination, at his sole expense, establish a revolving ind in a sufficient amount to be always maintained y the Owner at his sole expense at a satisfactory alance for the use of the Contractor so that the Con-:actor may pay, out of such fund, all Customs duties, nport duties and related duties of the Contractor r the Contractor's Sub-Contractors. However, it is nderstood that the establishment and the operation f the aforementioned fund is only for the sake of onvenience and, accordingly, it is agreed that the stablishment and operation or non - establishment r operation of such fund as aforesaid shall in no /ay derogate from the undertakings of the Owner owards the Contractor in accordance with this clause, /hich undertakings shall remain in full force and effect.

c) The Owner shall exempt the Contractor and ny of the Contractor's foreign Sub-Contractor(s) rom the payment of corporate income tax or any ther taxes, dues, duties, tariffs, revenue stamps, re-entions or withholdings of the State or any one else, /hether by way of company tax, income tax, turnover ax, retention or any compulsory payment or charge vhatsoever now in force in Greece or imposed in Greece it any time in the future with respect to the income)f the Contractor or the Contractor's foreign sub-ontractor(s) pursuant to or in connection with this \greement.

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

e) All dues, contributions, fees, import duties and luties (including revenue stamp dues) or other dues)r levies or any compulsory payment whatsoever imposed by the State or by any one else on any house-hold or personal belongings of the foreign personnel)f the Contractor or of any of its foreign sub-contra-ctor(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 consi-dered 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 Contructor.

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 specifyimg 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 arbitratior, 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 nation al 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 p revailing 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 fullilment 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 competive 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 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 then 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 reponsible 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 constructural 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 Subcontractor.

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 autho-

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 artificaial obstructions or such change in specifications could not have been reasonably foreseen by an experienced contractor 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 receivingwritten 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 respoctive 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 limes 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 Excavatio

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'as 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–Contract or 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 empoyees being deemed to apply to the Contractor's or Sub–Contractor's own employees respectively and not constistuting 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-Constract or 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 the entire period of construction of the Works and also covered during the Period of Maintenance for loss or damge arising from a cause occuring 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 othe; 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 unreasonally 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 reponsibilities 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 beco me 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 ot 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 ot her 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 of 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 archaelogical 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, charges 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 expences 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 movings 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, machi nery 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 Contractsor's Representative and at the same time inform the Architect of the weight and other parti culars 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 in jury 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 per form 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 dealinge with labour in his employ have due regard to all recognized festivals, 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.

37. (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 fo r 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 obligatorilly 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, Sunda ywork 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 commencenent 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 complation of the works and no soch variation shall in any way vitista or invalidate the contract but the value (if any) of such variations shall be taken into account in ascertaining the amouts 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 preceeding 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 Cerificates.

(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 interimcertificate 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 Cerificate.

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 subclause (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 consequenc, 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 compen sate 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 orfor 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 Ownar 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 respeect of any preliminary items so far as the work or service comprised therein has beencarried 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 SubContractor 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 aforeasid 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 3 ½ 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.

Ceneral 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 Contrator.

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 drawinge 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 Contract orshall 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 out standing 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

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.....

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 Agreeement 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 deiver 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 qurterly 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 quartely 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 Contruction 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 Csnstruction 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 faithully,
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 carrried 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 personation 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 cancelled. 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 Execellency
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 Conpany 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 fulfiment 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 perfomance 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 pay ment or any renewal of the foregoing promissory note.

.....
By .....
Title .....

Ἄρθρον 2.

Ὁ Ὑπουργὸς τῶν Οἰκονομικῶν ἐκδίδει τὸ κατὰ τὰ ἄρθρα 21α καὶ 24β τοῦ Παραρτήματος Α' τῆς Συμβάσεως χρεωστικὰ ὁμόλογα τοῦ Ἑλληνικοῦ Δημοσίου.

Ἄρθρον 3.

Ἡ Ἑλληνικὴ Τράπεζα Βιομηχανικῆς Ἀναπτύξεως (ΕΤΒΑ) δύναται, κατὰ παρέκκλισιν τῶν κειμένων περὶ αὐτῆς διατάξεων, νὰ παράσχῃ τὴν ἐγγύησίν της ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου διὰ τὰ ὑπ' αὐτοῦ ἐκδοθησόμενα χρεωστικὰ ὁμόλογα ὡς αὕτη προβλέπεται ἐν ἄρθρῳ 21 τοῦ Παραρτήματος Α' τῆς Συμβάσεως καὶ μέχρι ποσοῦ εἴκοσιν ἑκατομμυρίων δολλαρίων ($ 20.000.000) Η.Π.Α.

Ἄρθρον 4.

Ἡ ἰσχὺς τοῦ παρόντος ἄρχεται ἀπὸ τῆς δημοσιεύσεώς του εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως.

Ἐν Ἀθήναις τῇ 23 Δεκεμρίου 1968

Ἐν Ὀνόματι τοῦ Βασιλέως

Ο ΑΝΤΙΒΑΣΙΛΕΥΣ

ΓΕΩΡΓΙΟΣ ΖΩΙΤΑΚΗΣ

ΤΟ ΥΠΟΥΡΓΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ

Ο ΠΡΩΘΥΠΟΥΡΓΟΣ

Γ. ΠΑΠΑΔΟΠΟΥΛΟΣ

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ Α'
ΣΤΥΛ. ΠΑΤΤΑΚΟΣ

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ Β'
ΔΗΜ. ΠΑΤΙΛΗΣ

ΤΑ ΜΕΛΗ

Ν. ΜΑΚΑΡΕΖΟΣ, Π. ΠΙΠΙΝΕΛΗΣ, ΗΛ. Γ. ΚΥΡΙΑΚΟΠΟΥΛΟΣ, ΑΔΑΜ. ΑΝΔΡΟΥΤΣΟΠΟΥΛΟΣ, ΘΕΟΦ. ΠΑΠΑΚΩΝΣΤΑΝΤΙΝΟΥ, ΛΟΥΚ. ΠΑΤΡΑΣ, ΙΩΑΝ. ΡΟΔΙΝΟΣ ΟΡΛΑΝΔΟΣ, ΙΩΑΝ. ΧΟΛΕΒΑΣ, ΑΛΕΞ. ΜΑΤΘΑΙΟΥ, ΚΩΝΣΤ. ΚΥΠΡΑΙΟΣ, ΕΠΑΜ. ΤΣΕΛΛΟΣ, ΑΠΟΣΤ. ΒΟΓΙΑΤΖΗΣ, ΚΩΝΣΤ. ΠΑΠΑΔΗΜΗΤΡΙΟΥ, ΠΑΝΑΓ. ΤΖΕΒΕΛΕΚΟΣ, ΓΕΩΡΓ. ΒΑΛΛΗΣ.

Ἐθεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους σφραγίς.

Ἐν Ἀθήναις τῇ 2 Ἰανουαρίου 1969

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ

ΗΛ. Γ. ΚΥΡΙΑΚΟΠΟΥΛΟΣ

Η ΔΙΕΥΘΥΝΣΙΣ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ

ΓΝΩΣΤΟΠΟΙΕΙ ΟΤΙ:

'Από 1 'Ιανουαρίου 1966 ἡ ἐτησία συνδρομὴ τῆς 'Εφημερίδος τῆς Κυβερνήσεως, ἡ τιμὴ τῶν τμηματικῶς πωλουμένων φύλλων αὐτῆς καὶ τὰ τέλη δημοσιεύσεως ἐν τῇ 'Εφημερίδι τῆς Κυβερνήσεως, καθωρίσθησαν ὡς κάτωθι:

Α.' ΕΤΗΣΙΑΙ ΣΥΝΔΡΟΜΑΙ

1.	Διὰ τὸ Τεῦχος Α'	Δραχ.	400
2.	» » » Β'	»	350
3.	» » » Γ'	»	300
4.	» » » Δ'	»	500
5.	» » » Πράξεις Νομικῶν Προσώπων Δ.Δ. κ.λ.π.	»	300
6.	» » Παράρτημα	»	200
7.	» » Δελτίον 'Ανωνύμων 'Εταιρειῶν κ.λ.π. ..	»	750
8.	» » Δελτίον 'Εμπορικῆς καὶ Βιομηχανικῆς 'Ιδιοκτησίας	»	200
9.	Δι' ἅπαντα τὰ τεύχη, τὸ Παράρτημα καὶ τὰ Δελτία	»	2.500

Οἱ Δῆμοι καὶ αἱ Κοινότητες τοῦ Κράτους καταβάλλουσι τὸ ἥμισυ τῶν ἀνωτέρω συνδρομῶν.

'Υπὲρ τοῦ Ταμείου 'Αλληλοβοηθείας Προσωπικοῦ τοῦ 'Εθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) ἀναλογοῦν τὰ ἑξῆς ποσά:

1.	Διὰ τὸ Τεῦχος Α'	Δραχ.	20.—
2.	» » » Β'	»	17,50
3.	» » » Γ'	»	15.—
4.	» » » Δ'	»	25.—
5.	» » » Πράξεις Νομικῶν Προσώπων Δημ. Δικαίου κ.λ.π.	»	15.—
6.	» » Παράρτημα	»	10.—
7.	» » Δελτίον 'Ανωνύμων 'Εταιρειῶν	»	37,50
8.	» » Δελτίον 'Εμπ. καὶ Βιομ. 'Ιδιοκτησίας ..	»	10.—
9.	» » Δι' ἅπαντα τὰ τεύχη	»	125.—

Β.' ΤΙΜΗ ΦΥΛΛΩΝ

Ἕκαστον φύλλον, μέχρις 8 σελίδων, τιμᾶται δραχ. 2, ἀπὸ 9 σελίδων καὶ ἄνω, ἐκτὸς εἰδικῶν περιπτώσεων, δραχ. 5.

Γ'. ΤΕΛΗ ΔΗΜΟΣΙΕΥΣΕΩΝ

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

Α.' 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 ἀνακοινώσεων καὶ προσκλήσεων εἰς γενικὰς συνελεύσεις, ὡς καὶ τῶν κατὰ τὸ ἄρθρον 32 τοῦ Ν. 3221/24 γνωστοποιήσεων.	»	500
5.	Τῶν ἀνακοινώσεων τῶν ὑπὸ διάλυσιν 'Ανωνύμων 'Εταιρειῶν, κατὰ τὸ Β.Δ. 20/5/1939.	»	100
6.	Τῶν ἰσολογισμῶν τῶν 'Ανωνύμων 'Εταιρειῶν.	»	2.000
7.	Τῶν συνοπτικῶν μηνιαίων καταστάσεων τῶν Τραπεζικῶν 'Εταιρειῶν	»	500
8.	Τῶν ἀποφάσεων περὶ ἐγκρίσεως τιμολογίων τῶν 'Ασφαλιστικῶν 'Εταιρειῶν	»	300
9.	Τῶν ὑπουργικῶν ἀποφάσεων περὶ παροχῆς ἀδείας ἐπεκτάσεως τῶν ἐργασιῶν 'Ασφαλιστικῶν 'Εταιρειῶν, ὡς καὶ τῶν ἐκθέσεων περιουσιακῶν στοιχείων	»	2.000
10.	Τῶν περὶ παροχῆς πληρεξουσιότητος πρὸς ἀντιπροσώπευσιν ἐν 'Ελλάδι ἀλλοδαπῶν 'Εταιρειῶν		1.000
11.	Τῶν ἀποφάσεων περὶ συγχωνεύσεως 'Ανωνύμων 'Εταιρειῶν	»	5.000
12.	Τῶν ἀποφάσεων τῆς 'Επιτροπῆς τοῦ Χρηματιστηρίου περὶ εἰσαγωγῆς χρεωγράφων εἰς τὸ Χρηματιστήριον πρὸς διαπραγμάτευσιν, συμφώνως πρὸς τὰς διατάξεις τοῦ ἄρθρου 2 παρ. 3 Α.Ν. 148/67	Δραχ.	500
13.	Τῶν ἀποφάσεων τῆς 'Επιτροπῆς κεφαλαιαγορᾶς περὶ διαγραφῆς χρεωγράφων ἐκ τοῦ Χρηματιστηρίου, συμφώνως πρὸς τὰς διατάξεις τοῦ ἄρθρου 2 παρ. 4 Α.Ν. 148/67	»	500

Β.' Δημοσιεύματα 'Εταιρειῶν Περιωρισμένης 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 Δ' Τεῦχος καὶ Παράρτημα

1.	Τῶν δικαστικῶν πράξεων, προσκλήσεων καὶ λοιπῶν δημοσιεύσεων	»	200
2.	Τῶν ἀδειῶν πωλήσεως ἰαματικῶν ὑδάτων ...	»	500

Τὸ ὑπὲρ τοῦ Ταμείου 'Αλληλοβοηθείας Προσωπικοῦ 'Εθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) καταβλητέον ποσοστὸν ἐπὶ τῶν τελῶν δημοσιεύσεων ἐν τῷ Δελτίῳ 'Ανωνύμων 'Εταιρειῶν καὶ 'Εταιρειῶν Περιωρισμένης Εὐθύνης ἐν γένει ὡρίσθη εἰς 5%.

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

1. Αἱ συνδρομαὶ τοῦ ἐσωτερικοῦ καὶ τὰ τέλη δημοσιεύσεων προκαταβάλλονται εἰς τὰ Δημόσια Ταμεῖα ἔναντι ἀποδεικτικοῦ εἰσπράξεως, ὅπερ, μερίμνῃ τοῦ ἐνδιαφερομένου, ἀποστέλλεται εἰς τὴν 'Υπηρεσίαν τοῦ 'Εθνικοῦ Τυπογραφείου.

2. Αἱ συνδρομαὶ τοῦ ἐξωτερικοῦ δύνανται ν' ἀποστέλλωνται καὶ εἰς ἀνάλογον συνάλλαγμα δι' ἐπιταγῆς ἐπ' ὀνόματι τοῦ Διευθυντοῦ τοῦ 'Εθνικοῦ Τυπογραφείου.

3. 'Η καταβολὴ τοῦ ὑπὲρ τοῦ Τ.Α.Π.Ε.Τ. ποσοστοῦ ἐπὶ τῶν ἀνωτέρω συνδρομῶν καὶ τελῶν δημοσιεύσεων ἐνεργεῖται ἐν 'Αθήναις μὲν εἰς τὸ Ταμεῖον τοῦ ΤΑΠΕΤ (Κατάστημα 'Εθνικοῦ Τυπογραφείου), ἐν ταῖς λοιπαῖς δὲ πόλεσι τοῦ Κράτους εἰς τὰ Δημόσια Ταμεῖα, ὅπερ ἀποδίδεται εἰς τὸ ΤΑΠΕΤ, συμφώνως πρὸς τὰ ὁριζόμενα διὰ τῶν ὑπ' ἀριθ. 192378/3639 τοῦ ἔτους 1947 (RONEO 185) καὶ 178048/5321/31.7.65 (RONEO 139) ἐγκυκλίων διαταγῶν τοῦ Γενικοῦ Λογιστηρίου τοῦ Κράτους. 'Επὶ συνδρομῶν ἐξωτερικοῦ ἀποστελλομένων δι' ἐπιταγῶν, συναποστέλλεται διὰ τῶν ἐπιταγῶν καὶ τὸ ὑπὲρ τοῦ ΤΑΠΕΤ ποσοστόν.

Ο ΔΙΕΥΘΥΝΤΗΣ

Θ. ΚΩΣΤΟΜΗΤΣΟΠΟΥΛΟΣ

ΕΚ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ