

**DRY-DOCKING AND REPAIRS AGREEMENT OF**  
**MV.CEYLON PRINCESS**

**THIS AGREEMENT** is made and entered into this..... (the “Effective Date”) at Colombo and the places stated hereunder for dry-docking and repairs to **MV. “CEYLON PRINCESS”** (hereinafter called ‘**the Vessel**’).

**BY BETWEEN**

----- (**Name of the Company**), a Company duly incorporated in the said -----  
----- registration number ----- its registered office  
at Graving Docks----- (hereinafter called and referred to as ‘**the YARD**’)  
which term of expression herein used shall unless it be repugnant to the context or meaning  
thereof be deemed to mean and include the said -----(**Name of the yard**) and  
its successors and assigns of the **ONE PART** ;

**AND**

**CEYLON SHIPPING CORPORATION LTD**, a Company duly incorporated under the Companies Act No. 7 of 2007 of Sri Lanka bearing registration number **PB/227** and having its registered office at **MICH Building, No.27, Sir Razik Fareed Mawatha (former Bristol Street), Colombo 01** (hereinafter called and referred to as the “**Vessel Owner** ” which expression shall, unless repugnant to the context the said **CEYLON SHIPPING CORPORATION LTD**, its successors and permitted assigns) on the **OTHER PART**.

**The YARD** and the **Vessel Owner** are sometimes hereinafter referred to singularly as Party and collectively as Parties.

**WHEREAS** the **Vessel Owner** has by its **Tender No:** TD/CP/Drydock/September /2021/001 **dated 02.06.2021** requested for bids for dry-docking its vessel M/v Ceylon Princess to carryout 5<sup>th</sup> year dry docking program and repair of **the Vessel** as per the Specification mentioned in the subject Tender Document.

**WHEREAS** the **YARD** has communicated its offer and Payment Terms of the **Vessel Owner** and **the Owner** has accepted the aforesaid bid including the Price and Payment Terms.

**AND WHEREAS** the **Vessel Owner** in consideration and in acknowledgement of the above has duly made the following appointments:

1. Authorized Representative to act on behalf of the **Vessel Owner**.
2. Local Agent to liaise and facilitate the logistics to **the YARD** in case the supplies, services and requirement of **the Vessel** during the dry docking period.

In consideration of the mutual covenants and agreements made by and between them, the Parties hereby agree as follows:

### 1. Period

The maximum period of the dry-docking is ----- **days** as per **the YARD's** bid dated -----.

If the dry –docking period is exceeded more than ----- days, **the YARD** is bound to pay a surcharge of USD 5,000.00 per day to the **Vessel Owner** (Ceylon Shipping Corporation Limited). A grace period of 2-3 days allowed, prior to impose of the surcharge, Maximum surcharge is up to 10% of the invoice value.

### 2. Expected Time of Arrival (ETA)

**The Vessel's** Expected Time of Arrival (ETA) is around 31.08.2021.

### 3. Price

The Price shall be as per the Yard's bid dated ----- . Total price around USD --- ----- with -----% discount and total price exceeds USD ----- the discount is 20%.

For additional jobs during the dock period authorization to be taken from Owners representative & approval from the CSC should be obtained before start the Job.

### 4. Payment Terms

#### 1<sup>st</sup> Payment

- At the time of redelivery of the vessel----- %

#### 2<sup>nd</sup> Payment

- 01 month after redelivery of the vessel ----- %

### 5. Conditions precedent for Effectiveness

This contract is binding subject to the fulfilment of the following conditions,

- a. The signing of the Contract by both Parties ;
- b. The submission of Certificate of Registry of **the Vessel**;
- c. Letter of Appointment of the 'Authorised Representative' issued by the **Vessel Owner** ;

### 6. Amendments:

All amendments to the Contract shall only be valid if made in writing and signed by both Parties hereto.

### 7. Entire Agreement:

The following documents constitute the Entire Agreement with equal legal effect

- a. This Contract;
- b. PCA 4 Form issued by Department of the Registrar of Companies
- c. Tender document dated -----;
- d. Repair Specification by the Owners;

- e. Letter of Acceptance
- f. **The YARD**'s offers/quotations dated ----- ;
- g. Letter appointing the Authorised Representative dated -----;
- h. Inward Clearance Letter issued by **the YARD**;
- i. Advance Guarantee issued by **the YARD**, if applicable;
- j. Inspection Report prior to delivery of **the Vessel**;
- k. Invoices;
- l. Outward Clearance Letter issued by **the YARD**;

## **8. Confidentiality**

The terms of the Agreement, any information provided by one party to another in the course of negotiation of the Agreement or any further negotiations among the Parties, and any further terms agreed among the Parties (collectively the Confidential Information) shall remain confidential to the Parties and shall not be disclosed, or used otherwise than for the performance of the Parties respective obligations under the Agreement, without the specific written agreement of both Parties provided that a party may disclose the Confidential Information to the extent required by law.

## **9. Governing Law and Jurisdiction**

This Contract shall be construed and governed by laws of Sri Lanka/ English under the jurisdiction of domiciled Courts.(as applicable)

## **10. Force Majeure**

An Event of Force Majeure shall mean any circumstances not within the reasonable control, directly or indirectly, of the party affected, but only if and to the extent that (i) such circumstances despite the exercise of reasonable diligence, cannot be or be caused to be prevented, avoided or removed by such party, (ii) such event materially adversely affects the ability of the affected party to perform its obligations under the Agreement, and the affected party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the affected party's ability to perform its obligations under the Agreement and to mitigate the consequences thereof, (iii) such event is not the direct or indirect result of the failure of such party to perform any of its obligations under the Agreement and (iv) such party has given the other party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with this Clause provided that Events of Force Majeure shall not include strikes, lockouts or other industrial action by non-manual personnel of the party seeking to invoke that Event of Force Majeure or of such party's agents or contractors.

## **11. Termination**

This agreement will be effected until the completion of Dry-Docking & repairs of MV.Ceylon Princess from the date of execution of these presents. The **Vessel Owner**

shall, in the event of **the YARD** committing any breach of any of the terms and conditions of this agreement or if the service provided by **the YARD** is considered to be unsatisfactory by the **Vessel Owner** or for any other reason considered by the **Vessel Owner** as sufficient, be entitled to terminate this agreement by giving Seven days ' notice in writing and **the YARD** shall not be entitled to any compensation in case of such termination.

## 12. Notices

A Complete Dry dock report of **the Vessel** is required to be submitted by **the YARD** to CSC with a Copy to Vessel.

Any written notice/report requiring to be served hereunder shall be sufficiently served by sending such notice/report by e-mail or fax or courier or registered mail addressed to and forwarded to the party at its last known address.

With Respect to the **Vessel Owner** the contact information is:

(-----)  
Technical Superintendent  
Ceylon Shipping Corporation Ltd.  
No. 27, MICH Building  
Sir Razik Fareed Mawatha (formerly Bristol Street)  
Colombo 00100  
Sri Lanka  
Phone: +94 112422807 Ext 228  
Fax: + 94 11 2332862  
Email : technical@cscl.lk

With Respect to **the Vessel** the contact information is:

Master  
Mv.Ceylon Princess  
E-mail: -----

With Respect to **the YARD** the contact information is:

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IN WITNESS WHEREOF THE AUTHORIZED REPRESENTATIVES OF BOTH PARTIES  
PLACED THEIR SIGNATURES TO THIS AGREEMENT AND ONE ANOTHER OF THE  
SAME TENOR AND DATE HEREOF AT ----- ON THIS -----(Date).

**On behalf of**

**On behalf of**

-----**(YARD)**

**Ceylon Shipping Corporation Limited**

.....  
-----  
(-----)

.....  
**Chairman**

**Witnesses**

**Witnesses**

1)

1)

Name:

Name:

NIC:

NIC:

2)

2)

Name:

Name:

NIC:

NIC: