

"MV CHITRAL"

FORM OF CONTRACT

2026

PAKISTAN NATIONAL SHIPPING CORPORATION

PNSC BUILDING

MOULVI TAMIZUDDIN KHAN ROAD

P.O.BOX: 5350

KARACHI

PAKISTAN

FAX : 99203974 – 35636658

PHONES : 9203980-99 (20 LINES)

Website : www.pnsc.com.pk

E-mail : chitral.drydock@pnsc.com.pk



GENERAL INFORMATION ON

"MV CHITRAL"

FLAG :	PAKISTAN
IMO No.	9272876
SIGNAL LETTERS	AQQE
TYPE OF SHIP	BULK CARRIER
BUILDER	OSHIMA SHIP BUILDING CO. LTD, JAPAN
BUILT	JUNE 9, 2003
CLASS	CLASS NK
LENGTH OVERALL	185.73 M
BREADTH MOLDED	30.95 M
DEPTH MOULDED	16.40 M
SUMMER DRAFT	11.778 MTR
SUMMER DWT	46,710 MT
GROSS TONNAGE	26395 MT
T.P.C	50.79 T
MAIN ENGINE	Kawasaki MAN B & W 6S50MC-C
MAXIMUM CONT. OUTPUT	7,024 KW AT 104 RPM



FORM OF CONTRACT

This Contract is made and entered into at Karachi on the _____ Day of _____ 2026.

~ BY & BETWEEN~

PAKISTAN NATIONAL SHIPPING CORPORATION (PNSC), a statutory body incorporated under Pakistan National Shipping Corporation Ordinance 1979 (XX of 1979), having its Head Office in P.N.S.C Building, Molvi Tamizuddin Khan Road, Karachi, Pakistan (hereinafter referred to as "THE PURCHASER", which term wherever it occurs in this Contract shall mean and include its successors-in-interest, executors and permitted assigns); Party of the FIRST PART.

~ AND ~

M/s. -----, Duly organized and existing under the laws of the _____ [State Name], having its registered office at ----- (hereinafter referred to as "THE VENDOR" which term wherever it occurs in these present shall mean and include its successors-in-interest, executors and permitted assigns); party of the SECOND PART.

(The Purchaser and the Vendor hereinafter referred to individually as "Party" and collectively as the "Parties").

This Contract is made by the Purchaser and Vendor; whereby the Purchaser agrees to buy and the Vendor agrees to sell the under mentioned (hereinafter called "Product") according to terms and conditions stipulated below:

The following documents shall be deemed to form and be read and construed as part of this Contract;

- i. **This Contract Agreement;**
- ii. **Bid Form, including all conditions and clauses mentioned in Instruction to Bidders (ITB) Document**
- iii. **General Condition of this Contract.**

Now therefore, in consideration of the mutual terms and conditions, it is agreed by and between the parties as follows:

(A) GENERAL CONDITIONS OF CONTRACT

Pakistan National Shipping Corporation (herein-after referred to as



"MANAGERS") on behalf of the Owners of MV Chitral (herein-after referred to as "OWNERS") invite ship repair yards (herein after referred to as "CONTRACTORS") to tender for carrying out the Dry-docking, repairs, modifications or renewal as described in the accompanying specification (herein after referred to as "THE SPECIFICATION"). Tenders should be submitted in the manner prescribed in the accompanying tender forms. The lowest priced tender will not necessarily secure the contract. The following terms and conditions (herein after referred to as Pakistan National Shipping Corporation "GENERAL CONDITIONS") shall be deemed to be incorporated in all tenders submitted by contractors.

1. SPECIFICATION, PRICING AND NUMBERING

The tenders must be submitted by E-mail indicating Code Nos. of Items & Charges. Where a major item consists of several individually numbered parts, prices for these should be indicated separately. This Excel file with prices duly filled in must be returned to MANAGERS within the time limit specified in the tender. The 'Contractors Repair List' issued to the vessel and workmen is to be numbered in accordance with the item numbers contained in the specification, in addition to any numbering required by contractors. Owner's telex Nos. are FAX: 92-21-99203974 – 35683892 PHONES: 92-21-99203980-99 (20 LINES).

2. PLANNING

Participating shipyard is to provide a firm schedule of docking (i.e. Vessel on blocks) and undocking, along with total number of days required alongside repair berth. Preference will be given to shipyards providing a firm schedule. The successful contractors undertake to provide Outlined Plans Charts / Work programmers, showing the planned commencement and completion schedules for each item given in the specifications. These plans are to be forwarded to MANAGERS in the bid for agreement in the bidding document, as well as in the final contract once successful bidders are finalized, prior to the arrival at the yard and commencement of repairs, also to be up-dated daily during the course of repairs (including any additional works). Non-compliance with above would render the Contractor liable for the prescribed penalty for delay in work even if additional



work by Managers exceeds original scope of work by 15%. Shipyards are to be also intimate PNSC of any National Holidays (such as the Chinese New Year) in the bidding document.

3. PLACE OF DELIVERY/REDELIVERY

The vessel will be delivered to contractors at suitable buoys or safe mooring, at contractors yard in clean condition. After repairs and trials have been completed to the satisfaction of MANAGERS Representatives, the vessel will be redelivered by contractors to MANAGERS at suitable buoys or safe mooring at contractors yard, in same clean condition at the time of delivery, at Contractor's Cost. Between delivery of the vessel to contractors and redelivery to MANAGERS, Contractors will be responsible for inter-alia, providing or obtaining all towage, pilot age and necessary marine services to operate the vessel, and will be responsible for safe shifting of the vessel.

Any delay in readiness of the Dry dock for accepting the vessel on the confirmed date of Dry dock availability shall be subject to the liquidated damages stated as given in the instructions to bidders, independently of any other clause in this agreement.

4. DRY DOCKING:

The vessel is to be dry docked on blocks fitted with soft wood caps and special shores are to be fitted under all tanks containing water ballast or oil fuel. The blocks to be arranged as per vessel blocks arrangements (dry-dock) plan. Sufficient time to be allowed to test sea valves and systems and to ensure before the vessel sails that repairs have been affected in accordance with the SPECIFICATIONS (the same would be assumed to be already incorporated in the time given by Contractor for completion of all works).

5. TOOLS EQUIPMENT, MATERIALS AND WORKMANSHIP:

- a. Unless stated by MANAGERS to the contrary, Contractors are to supply and assume full responsibility for all necessary tools, equipments, materials, renewals, replacements and services, which together with all workmanship shall be of first



class quality. Yard will be responsible to execute all repair works to the satisfaction of MANAGERS representatives and Class Surveyor / requirements of Classification Society and all equipments which have been repaired, overhauled or installed by Contractors shall be tested to the satisfaction of Owner Representatives in accordance with the SPECIFICATIONS provided by the MANAGERS.

- b. All the work carried out by the Contractors would be guaranteed for satisfactory materials and workmanship, for at least six months, from the date of completion of repairs.

Contractors would be held responsible for any damages to machinery, directly attributable to, or as a consequence of poor workmanship or unsatisfactory/insufficient materials during or as a part of repairs or modifications undertaken by them.

- c. All old material, except heavy parts of machinery, propellers and tail shafts shall be the Contractor's property, unless otherwise agreed in writing. However, removal of all such material, debris etc. and the cleaning of all work spaces during and after repairs, will be at the Contractor's cost and responsibility.

6. SCHEDULED AND UNSCHEDULED WORK :

- a. Unless otherwise agreed by the MANAGERS Representatives, the work must be completed in full in accordance with the specification. In case Yard is unable to complete within time any work for which it has already quoted for, the Yard would be responsible for any loss resulting from non-completion and would also be liable to get it completed through alternate sources at its own cost and responsibility.
- b. The MANAGERS reserve the right to delete items from the specification or vary its contents as necessary, prior to, and during the execution of work.
- c. The MANAGERS reserve the right to introduce additional items at any time. It is imperative for the Yard that the Owner receives competitive quotes for all



additional items in writing from the Yard within 48 hours after intimation by the Manager's Representative.

The scope of work and rates for any additional work not included in this specification must be agreed in writing between the MANAGER'S Representatives and Contractor, which will be in accordance with Clause 32 of Bid Data Sheet and Clause # 35 4(a) and 4(b) of the Instruction of Bidder (ITB). Also in case additional time (in excess of time quoted by Contractor) is reasonably required due to any additional work or due to substantial increase in scope of works given in the Specification (after allowing for any reduction in time due to cancellation of jobs in this specification), the same should be agreed by Owner Representatives before such works are put in hand. Failure to comply with above would render CONTRACTOR liable for the prescribed penalty for delay in work as per Clause 8 below, and rates for the additional works would be reasonably decided by Manager's Representative.

7. TERMS AND CONDITIONS :

The Contractor's attention is drawn for items marked 'MANAGERS' order in the specification. Such items will be attended to, either by Maker's Representatives or specialist services, which will be the responsibility of the MANAGERS to arrange and provide. The Contractor should not therefore include items marked 'MANAGERS Order' in the quotation.

All other items should be quoted for in accordance with the entire job specification given against each item code and it will be assumed that they have been given accordingly, unless the Contractor does not give any quotation for any particular item in Excel based quotation file. Partial quotations for any particular job code are not accepted and any rate quoted against any particular item would assume to be for the entire job specification.

Please note that in case of any clarification regarding job specification, the same can be obtained from the Managers at any time prior to submission of the tender for purpose of furnishing proper quotations.



8. TIME FOR COMPLETION OF WORK :

Time shall be of the essence in the performance of this Contract. The Yard represents and warrants that it has no commitments which will prevent it from putting the vessel into Dry dock for completing the Work timeously and agrees that it will not undertake any such commitments. The Yard undertakes that it shall give the highest priority to the Work and any Additional Work and shall not assign a higher priority to any other work which may interfere with its diligent prosecution of Work and any Additional Work. MANAGER would have the right to increase the scope of work given in the Specifications up to 15% without allowing any increase in time originally quoted by the CONTRACTOR.

In the event the total time taken to complete the dry-docking, repairs, overhauls, modifications or renewal, as described in the specification, as well as any additional work / increase in scope of work given in specification against which no additional time has been agreed as per Clause 6 above, exceeds the time stipulated by the Contractors in their tender, the amount of penalty specified in the instructions to bidders i.e. US\$ 9,000 / day for first 5 days, and US\$ 14,000 / day after first 5 days, shall be deducted from the contract price on PDPR basis, as an agreed sum by way of liquidated damage for such extra time. The total liquidated damages shall not be more than Twenty percent (20%) of the final repair invoice.

9. EXTRAS AND CREDITS :

Any work detailed in the specification which, for any reason, is not carried out, is to have a credit allowed in accordance with the price scale of the tender. Any work carried out which is in addition to that specified in the tender, will be charged at unit rates not exceeding those given in the tender.

10. OVERHAUL OF VALVES, MOTOR AND PUMPS:

a. VALVES :

The terms "OVERHAUL" when applied to valves, will cover, opening up and reassembling, grinding-in of valve lid and seat, renewal of gland studs, cover studs



and nuts (as necessary), and renewal of gland packing and cover jointing, unless otherwise stated by the MANAGERS. For ship side valves, prior to the vessel leaving, and with the dry-dock partially flooded and the vessel still on blocks, all sub-merged ship side valves and disturbed piping to be checked for operation, leakages etc. and any defects to be rectified.

b. A.C. MOTORS ETC :

The terms "OVERHAUL" applied to A.C Motors and Alternators cover dismantling, cleaning, testing all insulation, re-varnishing and baking stator, renewing bearings (YARD supplied) and re-assembling, unless otherwise stated by the MANAGERS.

c. D.C MOTROS ETC :

The term "OVERHAUL" applied to D.C Motors, Generators etc. to cover dismantling, cleaning, testing all insulation, re-varnishing and baking Armature and Coils, renewing bearing, (Yard supplied), machining, Commentator, undercutting micas, cleaning and resetting brush and reassembling, unless otherwise stated by the MANAGERS.

d. CENTRIFUGAL PUMPS :

The term "OVERHAUL" applied to Centrifugal Pumps is to cover dismantling of pump, checking clearances of bearing and wear rings, renewing shaft sleeves in way of gland packing, packing glands, and machining impeller in way of wear rings, adjusting bearings, re-assembling and testing pumps, unless otherwise stated by the MANAGERS.

e. RECIPROCATING PUMPS :

The term "OVERHAUL" applied to reciprocating pumps to cover removal of motor, if required, dismantling of pumps, machining Piston and Bucket Rod, renewing neck and gland bushes, machining Piston and Bucket Ring grooves and renewing rings, renewing packing and jointing, overhauling the Suction and Discharge valves, Valve Spring and guards, re-assembling and testing pumps,



Any parts found broken in removal of fairing will be renewed by Contractor at his own expenses.

16. All repairs, alterations and /or betterment specified herein are to be carried out and completed by the Contractor to meet the requirement of the Classification Society and Owner's satisfaction.

All workmanship and material will be of the best quality and any dispute of opinion as to the interpretation of the specification regarding the quality of material and /or workmanship shall be left to the decision of the MANAGERS Representative or any other competent authority whose decision will be final and binding.

17. Any particulars of the work involved specified herein are given only for the guidance of the Contractor, who will be held responsible for the securing of all dimensions and details, the intent of the specification being to restore the vessel condition.

18. In case of the vessel's machinery equipment or fittings being used by the Contractor for any purpose, he shall be held responsible for any damages losses which will be made good at his own expenses.

19. The Contractor's liability will commence from the time the vessel is delivered to shipyard and would cease upon satisfactory performance of all repaired items and re-delivery of vessel to MANAGERS.

20. Should any of the material required for carrying out specified work satisfactorily be not available with the Contractors, the Contractor must ensure that it is brought to the Owner's attention at the time of submission of tender. In certain cases, where specified material may not be procurable, the MANAGERS would consider equivalent material, prior to deciding upon accepting the Contractor's tender or in some cases, prior to completion of work.

21. The Contractor shall take out adequate and proper insurance, covering workmen's Compensation Act applicable (or in lieu shall secure the payment of compensation provided for, by any such acts or in other manner approved by the terms of such acts), it being definitely understood that all workmen engaged upon the



work hereunder shall at all times be employees of the Contractor or its Sub-Contractors and not employees of the Owner and shall indemnify the Owner against and hold Owner harmless from all claims and damages, arising from injuries to any person or persons (except employees of the MANAGERS, unless such employee is injured through negligence of the Contractor) or from damage to any property of Shipyard used in connection with repairs, renewals, alterations, dry docking, and operation of the vessel until satisfactory completion of all work as per this specification and other supplementary repairs as approved by MANAGERS.

22. For our accounting and processing, final invoices to be arranged as under:

- a. Each item of work to be given Owner's job code and job serial number.
- b. The repair specification including item number as indicated to the contractor, to be completely written up as the first part of the invoice with individual prices.
- c. All extra work carried out must be included in second part of the invoice with serial and Group code numbers as supplied by MANAGERS Representative.
- d. The covering sheet should show net total charges which should be mutually agreed between MANAGERS Representative and Contractor in completion of repairs.
- e. Charges for all individual items must be shown separately.
- f. For all damage repairs carried out, separate invoices should be prepared and must be endorsed by Underwriters before forwarding to MANAGERS.
- g. Original and one copy of Invoice will have to be submitted.
- h. Invoices must accompany the work certificates duly signed by vessel's Master and Chief Engineer, and also one original copy of the additional scope of work and rates agreed between Managers and Contractor for all those jobs which are not mentioned in these specifications (duly signed by Contractor and Managers Representative):



23. Tender must specify the time required by the Contractor, in consecutive calendar days, to execute the specification. Consecutive calendar days by definition will include weekends and Holidays.

24. ARBITRATION

Any claims, demands, cause of action, controversies, dispute(s) in relation to any matter connected with or arising out of this contract including any question regarding its existence, breach, validity or termination and not amicably settled between the parties themselves shall be referred to arbitration by appointing two Arbitrators, one each to be appointed by the two parties, and the said Arbitrators shall appoint an Umpire before entering upon the reference, and the award of the two arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties. The arbitration shall be governed by the Arbitration Act 1940 as modified or re-enacted and in force from time to time. The venue of arbitration shall be at Karachi, Pakistan.

25. PAYMENT TERMS

30% of the amount agreed in the interim invoice, prior to departure of vessel from the shipyard.

20% of final agreed invoice after 30 days of completion of repairs.

20% of final agreed invoice after 60 days of completion of repairs.

20% of final agreed invoice after 90 days of completion of repairs.

10% of final agreed invoice after 120 days of completion of repairs.

26. Tender must be addressed to:

PAKISTAN NATIONAL SHIPPING CORPORATION,
PNSC BUILDING,
MOULVI TAMIZUDDIN KHAN ROAD,
P.O.BOX : 5350
KARACHI
PAKISTAN
FAX : 92 21 9203974 – 5636658
PHONES : 00 92 21 99203980-99 (20 LINES)
EMAIL : chitral.drydock@pnsc.com.pk

"IN WITNESS THE WHEREOF, the parties hereto have signed this Contract and has caused the common seal to be affixed on the Contract in the manner hereinafter appearing on the day and year first here-in-above written."

For and Behalf of Pakistan National Shipping Corporation (PNSC)

Signature: _____

Name: _____

Designation: _____

Telephone No: _____

For and on Behalf of _____

(Contractor)

Signature: _____

Name : _____

Designation: _____

Telephone No: _____