

**ANNEX "A" (SPECIFICATION)
BIMCO STANDARD SHIP REPAIR CONTRACT
CODE NAME: REPAIRCON**

Note: Annex "A" will either be the front sheet to whatever detailed technical specification has been developed and agreed between the Parties, or will be a list identifying by date and description the various documents and correspondence exchanged between the Parties which together comprise the Specification.

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**ANNEX "B" (WORK VARIATION FORM)
 BIMCO STANDARD SHIP REPAIR CONTRACT
 CODE NAME: REPAIRCON**

Vessel's Name:	WVF No.:	Date issued for Signature:
Description of Additional Works/Reductions:		
(a) Adjustment to Contract Price:	(b) Time for payment of Adjustment	(c) Adjustment to Contract Period
For Contractors Name: _____ Date: _____ Signature: _____		For Owners Name: _____ Date: _____ Signature: _____

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PART II
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1. Definitions	1				
“Additional Works” means all work, if any, in addition to or modification of the Specification Works (including any changes required by changes in the rules of the Owners’ regulatory bodies after the date of the Contract), which are to be described on a Work Variation Form attached as Annex “B” hereto.	2				The Contractors shall, wherever possible, perform Additional Works within the Contract Period stated in Box 6 . However, where the Parties agree that Additional Works will extend, or Reductions shorten, the Contract Period, the increase or decrease in Duration shall be recorded on a Work Variation Form and the Redelivery Termination Date will automatically be extended or shortened by the same period.
“Completion” means the completion of the Works.	3				
“Contract Period” means the period (commencing on the first working day after the date of delivery) agreed between the Parties as stated in Box 6 for the performance of the Specification as may be amended as a consequence of Additional Works and/or Reductions and/or pursuant to Clause 8 (Disruptions).	4				(iv) In the event of Additional Works or Reductions, the Contract Price shall be adjusted by agreement Between the Parties and recorded on a Work Variation Form. Where the Parties agree to Reductions, the Owners shall be credited with the equivalent of the cost saved as a result of such Reductions (see also Clause 5(a) (Price)).
“Contract Price” means the agreed price for the Specification Works as stated in Box 10 , as may be adjusted by the value of any Additional Works less any Reductions.	5				
“Contractors” means the company stated in Box 3 .	6				(v) Should any of the specified materials or equipment not be available at the time required for use in the Vessel, the Contractors shall have the right to use other suitable materials or equipment of equivalent Standard in replacement thereof, subject to the agreement of the Classification Society and the Owners, the latter’s consent not to be unreasonably Withheld.
“Contractors’ Yard” means the premises of the Contractors stated in Box 5 .	7				
“Delivery” means delivery of the Vessel to the Contractors at the Contractors’ Yard or elsewhere as may have been agreed between the Parties.	8				(b) <u>Contractors’ right to sub-contract</u> Subject to the Owners’ right to object on reasonable grounds, the Contractors shall have the right to employ sub-contractors to perform any works provided that the Contractors remain responsible for all of their sub-contractors’ actions. In the event of such a sub-contract the Contractors shall remain liable for the due performance of their obligations under this Contract.
“Owners” means the Owner stated in Box 2 .	9				
“Parties” means the Owners and the Contractors.	10				
“Redelivery” means redelivery of the Vessel to the Owners at the Contractors’ Yard or elsewhere as may have been agreed between the Parties.	11				(c) <u>Approvals and Certificates</u>
“Reductions” means all deletions, if any, to the Specification Works, which are to be recorded on a Work Variation Form.	12				(i) The Contractors shall be responsible for obtaining and maintaining all necessary approvals and certificates of whatsoever nature relating to the Works as required by the Contractors’ regulatory bodies. The Owners shall provide any reasonable assistance that may be required in this respect.
“Specification Works” means the work to be carried out under this Contract described in the Specification attached as Annex “A” hereto.	13				(ii) The Owners shall be responsible for obtaining and maintaining any approvals or certificates relating to the Vessel and the Works as required by the Owners’ regulatory bodies. The Contractors shall provide any reasonable assistance that may be required in this respect.
“Sub-contractors” means all persons engaged by the Contractors to do work, supply materials or equipment, or provide accommodation or services in connection with the Works.	14				
“Tariff” means the rates agreed, if any, in Annex “C” attached hereto.	15				
“Vessel” means the vessel described in Boxes 4 and 7 .	16				
“Works” means the Specification Works, as may be amended by any Additional Works and/or Reductions.	17				
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2. Performance and Approval of the Work	46				
(a) <u>Performance of Works</u>	47				
(i) The Contractors shall perform the Works in accordance with the provisions of this Contract, the requirements of the Parties’ regulatory bodies, and to the reasonable satisfaction of the Owners.	48				
(ii) The Works shall be performed in accordance with best local practice and, unless otherwise agreed, within normal working hours. Any overtime carried out by the Contractors to complete the Works within the Contract Period shall be for their account, but any overtime carried out at the Owners’ written request shall be subject to extra cost as stated in Box 11 .	49				
(iii) The Contractors shall make all reasonable endeavours to perform Additional Works as requested by the Owners and recorded in the Work Variation Form.	50				
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3. Supervision and Owners’ Work	109				
(a) <u>Owners’ Representatives</u>	110				
(i) The supervision of the Works shall be carried out by the Owners’ Representative(s) as stated in Box 12 or such other person(s) as the Owners may from time to time appoint and notify to the Contractors in writing. The Owners shall have at least one representative present at the Contractors’ Yard throughout the Works. The Owners’ Representative(s) shall be authorised to act on behalf of the Owners in respect of all matters relating to the Contract, including but not limited to the approval of plans, drawings, calculations, and documents, and agreeing and signing Work Variation Forms and invoices.	111				
(ii) The Owners’ Representative(s) shall at all times provide reasonable assistance to facilitate timely and efficient completion of the Works.	112				
(iii) The Vessel’s Master shall be the Owners’ Representative unless stated otherwise in Box 12 .	113				
(iv) The Contractors shall, at their own expense, provide the Owners’ Representative(s) with reasonable office accommodation and facilities (including communication facilities) as the Owners may reasonably require, provided the Owners shall bear the costs of all such communication expenses.	114				
(v) The Contractors shall grant the Owners’ Representative(s) reasonable access to the Contractors’ workshops whenever work on the Vessel or parts of the Vessel is being carried out and shall ensure such	115				
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(8)	fire, accident, explosion (whether in the Contractors' Yard or elsewhere) except where caused by the proven negligence of the Contractors and/or the Sub-contractors.	431 432 433 434	that:	505
(ii)	Other events	435	(i)	the Owners are deemed insolvent pursuant to Clause 9(c) (Deemed Insolvency); or
(1)	failure of the Owners and/or Owners' regulatory bodies to review/approve technical information within a reasonable time;	436 437 438	(ii)	without lawful excuse, the Owners (A) fail to pay any sums due under the Contract for a period of 5 days provided that thereafter the Contractors give the Owners at least 2 days written notice of their intention to terminate under this Clause 9(b) , and within that period Owners fail to remedy the breach, or (B) clearly indicate their intention not to perform the Contract; or
(2)	suspension of the Works pursuant to Clause 5(b)(iii) (Payment);	439 440	(iii)	there is damage to the Contractors' property in the course of the Works for which the Owners are liable under the terms of the Contract and the reasonably estimated cost of repairing the damage exceeds the Owners' Total Liability.
(3)	failure of the Owners to deliver the Vessel in the condition stipulated in Clause 4(a)(i) (Delivery);	441 442 443		Thereupon the Contractors shall be entitled to recover any unpaid part of the Contract Price that relates to the Works performed up to the date of termination, together with (A) any losses they may suffer, or liability to Sub-contractors and others they may incur, by reason of the termination except as otherwise excluded, and (B), pending payment of (A), their reasonable costs of accommodating the Vessel, but (A) and (B) being subject always to Owners' Total Liability.
(4)	breach of Clause 3(a)(ii) (Owners' Representatives);	444 445	(c)	Deemed Insolvency Either party shall be deemed insolvent (the "Insolvent Party") if it (A) makes any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or (B) an encumbrancer takes possession of, or a receiver is appointed in respect of any of the Insolvent Party's property or assets; or (C) the other party reasonably apprehends that any of the events mentioned in (A) or (B) above is about to occur in relation to the Insolvent Party and, after notification to the Insolvent Party is not reasonably satisfied as to its continuing creditworthiness and/or is not provided with suitable guarantees.
(5)	disruption of the Works in breach of Clause 3(b) (Owners' Work);	446 447		
(6)	late delivery of any items to be supplied by the Owners.	448 449		
(b)	The Contractors shall notify the Owners in writing within 2 working days of the occurrence of any event of delay, on account of which the Contractors assert that they are entitled to claim an extension of the Contract Period. A failure to so notify shall bar the Contractors from claiming any extension to the Contract Period. The Contractors shall also advise the Owners in writing (A) within 2 working days of the ending of any event notified under this clause that the event has ended, and (B) as soon as reasonably possible after (A), the length of extension of the Contract Period claimed by the Contractors.	450 451 452 453 454 455 456 457 458 459 460 461		
9. Termination		462		
(a)	Contractors' Default The Owners shall be entitled to terminate the Contract by notice in writing to the Contractors in the event that:	463 464 465		
(i)	the Contractors are deemed insolvent pursuant to Clause 9(c) (Deemed Insolvency); or	466 467		
(ii)	without lawful excuse, the Contractors (A) fail to perform the Works or any substantial part of them for a running period of at least 5 days, provided that thereafter the Owners give the Contractors at least 2 days written notice of their intention to terminate under this Clause 9(a) , and within that period the Contractors fail to remedy their breach, or (B) clearly indicate their intention not to perform the Contract; or	469 470 471 472 473 474 475 476		
(iii)	the Contractors fail to redeliver the Vessel in the condition required by the Contract by the Redelivery Termination Date stated in Box 19 (if any), as may be adjusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) (Other events); or	477 478 479 480 481		
(iv)	there is damage to the Vessel in the course of the Works for which the Contractors are liable under the terms of the Contract and the reasonable estimated cost of repairing such damage exceeds the Contractors' Total Liability.	482 483 484 485 486		
	Thereupon the Owners shall be obliged to pay any part of the Contract Price that relates to the Works performed up to the date of termination. However, the Owners shall be entitled to set-off against which payment (A) any sums payable pursuant to Clause 6(a) , and (B) any losses and/or claims not otherwise excluded which they may suffer by reason of the termination. To the extent that (A) and (B) exceed the Contractors' Total Liability, the Owners shall be discharged from their obligation to pay an equivalent sum out of any unpaid part of the Contract Price. Thereafter, notwithstanding the provisions of Clause 5(c)(iii) , the Owners shall have the right to remove the Vessel from the Contractors' Yard without hindrance or interference by the Contractors or those for whom they are responsible.	487 488 489 490 491 492 493 494 495 496 497 498 499 500 501		
(b)	Owners' Default The Contractors shall be entitled to terminate the Contract by notice in writing to the Owners in the event	502 503 504		
10. Insurance		544		
(a)	Contractors' Insurances The Contractors shall effect and maintain, at no cost to the Owners, ship repairers liability insurance providing coverage for such loss and damage for which the Contractors may be held liable to the Owners under this Contract and shall, at the Owners' request, make immediately available to the Owners copies of insurance policies to provide evidence and details of cover.	545 546 547 548 549 550 551 552		
(b)	Owners' Insurances The Owners shall effect and maintain, at no cost to the Contractors, Protection and Indemnity Insurance, Hull and Machinery Insurance and War Risks Insurance and providing full coverage for such loss and damage for which the Owners may be held liable to the Contractors under this Contract and shall, at the Contractors' request make immediately available to the Contractors copies of insurance policies to provide evidence and details of the cover.	553 554 555 556 557 558 559 560 561 562		
11. Sundry Provisions		563		
(a)	Assignment Neither party shall have the right to assign this Contract or any rights thereunder to a third party without the written consent of the other party, which consent shall not be unreasonably withheld.	564 565 566 567 568		
(b)	Severance If by reason of any enactment or judgment any provision of this Contract shall be deemed or held to be illegal, void or unenforceable in whole or in part, all other provisions of this Contract shall be unaffected thereby and shall remain in full force and effect.	569 570 571 572 573 574		
(c)	No Waiver No failure or forbearance of either of the Parties to exercise any of their rights or remedies under this	575 576 577		

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(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration. (Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)	728 729 730 731 732 733 734	<i>indicate alternative agreed in Box 18.</i>	739
(e) If Box 18 in Part I is not appropriately filled in, clause 12(a) of this Clause shall apply. Clause 12(d) shall apply in all cases. * Clauses 12(a), 12(b) and 12(c) are alternatives;	735 736 737 738	13. BIMCO Notices Clause	740
		(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Contract shall be in writing.	741 742 743
		(b) For the purposes of this Contract, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.	744 745 746 747

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