

## AGREEMENT FOR SALE OF CRUDE OIL

This Agreement for Sale of Crude Oil (the "Agreement"), is entered on this \_\_\_\_ day of \_\_\_, 2021 (the "Effective Date") by and between:

**MARI PETROLEUM COMPANY LIMITED**, a company incorporated under the laws of Pakistan and having its registered office at 21, Mauve Area, 3rd Road, G-10/4, Islamabad, Pakistan (hereinafter referred to as "MPCL" which term shall include its successors-in-interest and permitted assigns); and

**PPL EUROPE E&P LIMITED**, a company incorporated under the laws of England and Wales and having its principal registered office at 6th Floor, One London Wall, London EC2Y 5EB, United Kingdom and registered branch office at House 236, Street 11, Sector E-7, Islamabad, Pakistan (hereinafter referred to as "PPL Europe" which term shall include its successors-in-interest and permitted assigns)

MPCL and PPL Europe hereinafter are referred to as the "Sellers" of the FIRST part;

and

[Insert], a company incorporated under the laws of Pakistan and having its registered office at [address] (hereinafter referred to as "Buyer" which term shall include its successors and assigns) of the OTHER part.

The Sellers and Buyer shall jointly be referred to as the "Parties" and individually as a "Party".

WHEREAS, the Sellers have made a discovery of Crude Oil at Bolan East-1 ST-1 well (the "Well") in Ziarat Block Balochistan, Pakistan (the "Block");

WHEREAS, the Government vide its letter No. PL-Misc (6)/2018 (Ziarat Block) dated 1<sup>st</sup> September 2020 has allowed Sellers to dispose-off Crude Oil from the Well through export or otherwise at competitive prices;

AND WHEREAS, the Sellers have agreed to sell and Buyer has agreed to purchase an estimated [insert] barrels per day (equivalent to [insert] Metric Tons per day) of Crude Oil produced from the Well during Extended Well Testing (EWT) period by entering into this Agreement at the Sellers' option on the terms and conditions contained herein.

NOW THEREFORE, the Parties hereby agree as follows:

### ARTICLE – 1: DEFINITIONS

In this Agreement, the following expressions have the meanings hereby respectively assigned to them:

- a. **"Barrel"** means a quantity equivalent in volume to forty-two (42) U.S. standard gallons adjusted to sixty degrees Fahrenheit (60°F) after correction for basic sediment and water (BS&W).
- b. **"Concession Agreement"** shall mean the executed Petroleum Concession Agreement with respect to the Ziarat Block No. 2967-2 ("Block") dated January 22, 2003 as amended from time to time.
- c. **"Contract Period"** means the period commencing from the Effective Date of this Agreement till the conclusion of EWT period unless terminated earlier pursuant to Article 9 and Article 10.6.

- d. **“Crude Oil”** shall mean the Sellers’ proportionate share of the petroleum other than natural gas, condensate, LPG and LNG, which at standard atmospheric conditions of pressure and temperature is in a fluid phase, produced from the Well before the same has been refined but after the extraction of water and foreign substances.
- e. **“EWT Period”** means the period allowed by the Government to the Sellers for extended well testing of the Well which is valid until 8<sup>th</sup> July 2021 or any extension therein at Sellers’ sole discretion subject to regulatory approvals.
- f. **“Day”** means a period of twenty-four (24) consecutive hours beginning at midnight (00.00 hours) PST on a calendar day and ending at midnight (00.00 hours) PST on the next succeeding calendar day and **“Daily”** shall be construed accordingly.
- g. **“Delivery Point”** shall mean the outlet flange of MPCL’s field storage facilities connected to the Buyer’s inlet flange of tank truck at MPCL’s field near Mach City in Kachhi District of Baluchistan.
- h. **“Operator”** shall mean the party so designated from time to time pursuant to the JOA of Concession Agreement, which Party is MPCL.
- i. **“Quantity of Crude Oil”** shall have the meaning ascribed to under Article 2.
- j. **“Seller”** shall mean the Joint Venture Partners in their individual capacity as prescribed in the Concession Agreement.

## **ARTICLE 2: QUANTITY AND DELIVERY OF CRUDE OIL**

- 2.1 Sellers agree to sell and deliver to Buyer, and Buyer agrees to accept and purchase the Quantity of Crude Oil up to [insert] barrels per day or [insert] Metric Tons per day (using conversion factor of 1 MT equivalent to 6.518 barrels) as arranged by the Sellers’ for delivery on each Day during the Contract Period.
- 2.2 All risks/obligations/regulatory compliance requirements shall stand transferred to the Buyer at the Delivery Point.
- 2.3 The Buyer shall be responsible for the transportation of Crude Oil beyond Delivery Point at its own cost and risk and shall be liable to conform to Operator’s HSE standards at the Delivery Point (details provided at **Annexure - A**).
- 2.4 The Operator may decide to arrange delivery of Crude Oil at designated place at the cost and risk of the Buyer upon its request. However, the Operator shall charge the cost of actual transportation and insurance plus 10% for such arrangement.
- 2.5 The Buyer shall be liable to accept and pay for the Quantity of Crude Oil made available for sale at the Delivery Point at 60°F (sixty degree Fahrenheit).
- 2.6 At the Delivery Point, Crude Oil shall be measured by joint dipping of the Buyer’s tank truck. The representatives of the Parties shall witness the joint dipping and shall sign-off delivery challan, which shall be construed as the evidence of delivery of Crude Oil by the Sellers to the Buyer. It is the responsibility of the Buyer to ensure presence of its representative to witness joint dipping for measurement of Crude Oil. However, in case the Buyer’s representative fails to witness the joint dipping for any reason whatsoever, then the delivery challan witnessed and signed off by the Sellers’ representative shall be deemed final and will not be contested by the Buyer.

- 2.7 The supply of Crude Oil shall be on ‘as and when available’ basis and there shall be no firm supply obligation on the Sellers. The Buyer shall not be entitled to claim any compensation or indemnification for loss, costs, and damages as a result of any reduction in supply or no supply of Crude Oil.
- 2.8 The Operator shall provide tentative monthly delivery schedule seven (07) Days in advance and the Buyer shall be liable to uplift the scheduled volume of Crude Oil on Daily basis.

**ARTICLE 3: FAILURE TO LIFT AND DEFAULT OF BUYER**

- 3.1 If after the notification of delivery schedule, the Buyer fails to take delivery of Crude Oil in accordance with the delivery schedule, then the Buyer shall be in default of this Agreement with respect to such delivery (“Default of Buyer”).
- 3.2 In case of Default of Buyer pursuant to Article 3.1, the Buyer shall pay a penalty at the rate of ten percent (10%) of the applicable Crude Oil price for each barrel of Crude Oil not taken by the Buyer and the storage cost incurred by the Sellers per Day as per actual until the delivery of said volume has been taken by the Buyer or otherwise disposed of by the Sellers in accordance with this Article. The Sellers will be free to recover the said penalty from the payment security deposited by the Buyer as pre Article 6.1, if not paid by the Buyer upon invoicing by the Sellers.
- 3.3 In the event the Default of Buyer is continued for consecutive seven (7) Days period, then the Buyer shall forfeit all claims to such Crude Oil not taken. The Sellers shall be entitled to terminate this Agreement pursuant to Article 9 and/or dispose of such Crude Oil in any manner deemed to be fit by the Sellers. The Buyer subsequently shall not have claim to such quantity or proceeds of such Crude Oil as disposed-off by the Sellers.

**ARTICLE 4: QUALITY OF CRUDE OIL**

- 4.1 The Sellers shall deliver the Crude Oil as per the indicative quality specifications provided in below, however the actual specifications of Crude Oil may vary.

<b>Sr.#</b>	<b>Specification</b>	<b>Range</b>
1	Salt Contents (PTB)	≤ 5
2	Water/BS & W (Vol %)	≤ 0.5
3	Specific Gravity @ 60/60 °F	0.94 ~ 0.96
4	Total Sulfur Contents, (Wt %)	≤ 3.0
5	Gross Calorific Value , (Btu/lb)	≥ 18,000
6	Pour Point, °C	≤ 0
7	TAN, (mg of KOH/gm)	< 1.0

Note: Indicative only.

- 4.2 The Buyer undertakes that it shall hold Sellers harmless of all claims or obligations as a result of or in relation to any variance in the specifications of Crude Oil supplied during the Contract Period.
- 4.3 The Sellers shall provide any test/lab reports, which may be prepared from time to time, with regard to the quality of Crude Oil to be sold hereunder, to the Buyer, using the standard industry practices.

## **ARTICLE 5: CRUDE OIL PRICE**

- 5.1 Buyer shall pay, or arrange for payment, to the Sellers for each barrel of Crude Oil delivered at the Delivery Point as per the applicable price per barrel pursuant to Article 5.2 below.
- 5.2 The price per barrel of Crude Oil for a fortnight period shall be determined as [insert%] of the average of the fortnightly HSFO ex-refinery prices as notified by BYCO and PRL for that fortnight period.
- 5.3 In case fortnightly HSFO ex-refinery prices are not notified by both BYCO and PRL, than the Parties may use the fortnightly price notified by the other refineries such as PARCO or ARL, as mutually agreed.
- 5.4 The price stated in Article 5.2 above, is exclusive of any duties, fees, taxes (including income tax), government levies, or other direct or indirect taxes and duties, including penalties and interest levied as a consequence of non-payment of the foregoing and all other charges, all of which are for account of and shall be paid by Buyer. The Buyer undertakes to reimburse the Sellers promptly upon invoicing, any such amount paid by the Sellers on behalf of the Buyer to any entity.

## **ARTICLE 6: CASH DEPOSIT/BANK GUARANTEE**

- 6.1 For the purposes of securing payments hereunder, the Buyer shall at all times maintain with the Operator a cash deposit/unconditional, irrevocable and non-recourseable bank guarantee issued by a first class scheduled bank of Pakistan as acceptable to the Sellers, equivalent to the amount of thirty (60) days' Crude Oil supplies and the applicable taxes and duties payable thereon, on the assumption of the prevailing Crude Oil price and deliveries at the rate of the allocated Quantity ("Payment Security").
- 6.2 It is the responsibility of the Buyer to ensure that the Payment Security is always valid and available with the Operator and should it reduce or be less than it ought to be, for any reason, the Buyer shall promptly replenish any shortfall to maintain the Payment Security.
- 6.3 On any default in any payment obligation by the Buyer, the Sellers may forfeit / encash the Payment Security.
- 6.4 Following the expiry of this Agreement, the Payment Security shall be returned to the Buyer within thirty (30) Days less any amount due after having a final settlement of the Parties.

## **ARTICLE 7: INVOICING AND PAYMENT**

- 7.1 The invoicing shall be done on fortnightly basis for the Quantity of Crude Oil delivered at the Delivery Point during the period preceding fifteen (15) Days as per the quantity specified on the delivery challan signed off by the representative of the Sellers and/or the Buyer.
- 7.2 The Operator shall raise fortnightly sales invoices specifying the total Crude Oil quantity delivered, applicable fortnightly prices any penalty, surcharge and total amount payable by the Buyer. The invoice shall include all supporting documents as per applicable laws. The invoice shall also specify the amount of royalty as well as windfall levy which is payable by the Sellers to the Government.
- 7.3 The Parties understand that supply of Crude Oil is zero rated for tax purposes however, if there is any change in sales tax law/regulations, the sales tax rate shall be applied as applicable over and above the above determined price. Further, the Buyer shall not withhold income tax from

payments to be made under this Agreement as the Sellers have exemption of income tax withholding issued from FBR.

- 7.4 All applicable duties or taxes up to the Delivery Point will be borne by the Sellers and beyond the Delivery Point by the Buyer.
- 7.5 The Operator shall raise separate invoices for amount payable to each of the Sellers. The payment of Crude Oil shall be made to MPCL equivalent to its Working Interest share of sixty percent (60%) in Pakistani Rupees whereas, and to PPL Europe in United States Dollars equivalent to its respective Working Interest share of forty percent (40%). The rate of exchange to be applied to currency conversion shall be fortnightly average of TT Selling Rate quoted by the National Bank of Pakistan prevalent during the period of supply.
- 7.6 The Buyer shall be liable to pay the fortnightly invoices, without any deduction within seven (7) days for payment in local currency and thirty (30) days for payment in US Dollars from the date of invoice, via online bank transfer to the designated bank accounts, failing which the Sellers may discontinue Crude Oil supplies at any time thereafter without any notice to the Buyer.
- 7.7 If the invoice is not paid within its due date, then a late payment surcharge (“LPS”) shall be applicable on the overdue invoice amount at the rate of two and half percent (2.5 %) above six (06) months KIBOR issued by the State Bank of Pakistan for local currency and for US Dollars at the rate of one and half percent (1.5%) above LIBOR for one month deposit of US Dollar.
- 7.8 In case the designated bank is closed on due date, the payment shall be made on the next operative day and the confirmation in writing to be sent by the Buyer to Sellers, regarding payments being made. Payment of any taxes or charges, collectable by the Sellers from the Buyer, shall be paid by the respective due date by the Sellers. The details of designated bank accounts are as follows however, the Sellers may change the account details for payment purposes by a thirty (30) days written notice to the Buyer:

MPCL:

(For 70% payment in Pak Rupees)

[Insert]

PPL Europe:

(For 100% payment in US Dollars)

[Insert]

- 7.9 Without prejudice to any other remedy which the Sellers may have it shall be entitled to deduct from such Payment Security, any outstanding amount due plus all costs, damages or expenses and retain it for themselves. If such amount is deducted, then the Buyer shall forthwith deposit with Operator a further amount to replenish the Payment Security amount as specified in Article 6.1 above.

**ARTICLE 8: MAINTENANCE**

- 8.1 The Parties shall use reasonable endeavors to coordinate scheduled maintenance period and the required reduction or cessation of deliveries of Crude Oil to the Buyer (such maintenance

hereinafter referred to as the “Maintenance”). The Seller shall intimate to the Buyer in advance of carrying out such Maintenance.

8.2 The Buyer shall carry out its maintenance, if required, during the period in which Sellers’ Maintenance takes place.

#### **ARTICLE 9: DURATION AND TERMINATION**

9.1 This Agreement shall be valid for the Contract Period and shall continue in effect unless terminated earlier due to cessation of EWT Period for any reason whatsoever without any further extension by serving a [insert] days written notice to the Buyer.

9.2 The termination shall be without prejudice to any liabilities accrued at or prior to the date of termination and any time expressed to continue.

9.3 The Sellers shall have the right to terminate this Agreement due to any of the following reasons:

- a. The Buyer fails to obtain the renewals of any of the license(s)/approval that may be required;
- b. The Buyer fails to purchase or accept the quantity of Crude Oil as per monthly schedule whether fully or partially for more than seven (07) consecutive Days;
- c. The Buyer fails to maintain the required amount of Payment Security pursuant to Article 6;
- d. The Buyer transfers, assigns or encumbers the Crude Oil quantity allocated under this Agreement to any other party for receiving supplies directly/indirectly from the Sellers without their prior written consent;
- e. The Buyer fails to comply with the relevant policy, law or rules as applicable from time to time;
- f. The Buyer fails to comply with the Operator’s HSE standards as specified in Annexure – A, and/or referred in the law or general practice and/or as instructed by the Sellers from time to time;
- g. The Buyer fails to meet is financial and /or other obligations under this Agreement.

9.4 The termination of this Agreement by the Sellers as provided above shall not make the Sellers liable to the Buyer for any losses or damages of any kind whatsoever (including but not limited to indemnification, special, punitive, consequential or incidental), arising out of or in connection with the termination regardless of the form of action upon which a claim for such damages or losses is based, whether in contract, tort or other law or equity.

#### **ARTICLE 10: FORCE MAJEURE**

10.1 Neither Seller nor Buyer shall be liable to the other Party for loss or damage of any nature whatsoever incurred or suffered by such other Party due to delays or faults in performance under this Agreement caused by circumstances beyond the control of any Party hereto and without their fault or negligence including but not restricted to acts of God, war, strikes, lockout, fires, floods, tornadoes, cyclones, typhoons, lightning, explosions, acts of public enemy, riot, insurrection, civil disturbance, destruction by belligerents, or breakdown of wells, pipes, storage facilities, refineries, installations, machinery or other facilities, Government directive, matter, or thing wherever occurring and whether or not of the same class or kind as

those above set forth which by the exercise of due diligence the Party concerned is unable to overcome, whether or not such occurrence is foreseeable.

10.2 In the event that there should arise any cause or circumstances for which a Party invokes under Article 10.1, an excuse for suspending or preventing performance of any obligations hereunder, that party shall promptly give notice to the other Party specifying such cause or circumstances, and the estimated duration, extent and manner in which performance of this Agreement would be affected by such cause or circumstance and giving such notice, shall endeavor in good faith to overcome the operation of such cause or circumstances at the earliest possible time.

10.3 Force Majeure shall expressly not include the following:

- a. An inability of the Buyer to lift Crude Oil due to the loss of Buyer's commercial demand;
- b. A failure or delay in the performance of any contractor or subcontractor of the Buyer;
- c. Normal wear and tear or random flaws in materials and equipment or breakdowns in equipment of the Buyer or its contractor or subcontractor;
- d. Corrosion in the Buyer's Facilities including bowsers, storage tanks, cylinders, piping and equipment due to the quality or inadequate design of materials and equipment thereof;
- e. Changes in market conditions, Crude Oil demand etc.

10.4 A Party claiming to be affected by Force Majeure shall:-

- a. promptly, but not later than forty-eight (48) hours, after the event notify the other Party in writing of the occurrence and details of any event or circumstance said to give rise thereto and the estimated nature and extent of the delay in performance of its obligations under this Agreement resulting therefrom; and
- b. promptly, but not later than one (01) week after the event or the resumption of means of communication, submit a plan for overcoming the Force Majeure event, including repair or reinstatement of any damaged or destroyed property thereof, provided that no Party shall be obliged to take such action by the provisions of this Article if in the reasonable opinion of such Party it would not be economical to do so.

10.5 No curtailment or suspension of deliveries or receipt of deliveries pursuant to this Article shall operate to extend the period of this Agreement.

10.6 In the event, the nature of force majeure shall continue for a consecutive period of three (3) months, the Parties shall meet and decide upon a further line of action, or either Party may terminate this Agreement by giving a notice in writing for not less than [insert] days prior to such effect.

## **ARTICLE 11: ARBITRATION**

11.1 The Parties will attempt in good faith to resolve any dispute or controversy or claim of any nature arising out of or relating to this Agreement, including any breach thereof, promptly by negotiation between senior executives of the Parties who have authority to settle the controversy or claim. In the event a Party intends to invoke such negotiation process, it shall give the other Party a written notice of such intent and specify in writing the specific nature of the dispute. Within 14 (fourteen) days of receipt of said notice, the receiving Party shall submit

to the other Party a written response and the executives representing the Parties shall meet at a mutually acceptable time and place within seven (07) days of receipt of the written response and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute. In the event such dispute is not resolved by such negotiations within forty-five (45) days of receipt of initial notice, or such extended period as agreed between the Parties, the Parties shall proceed to arbitration in accordance with Article 11.2.

11.2 If the Parties are unable to resolve the matters in dispute then such dispute(s) shall be settled through arbitration. The arbitration shall be held in accordance with provisions of the Arbitration Act, 1940 and any amendment or re-enactment thereof.

11.3 Any award made during the course of such arbitration shall be final and binding on the Parties who shall give full effect thereto, and judgment may be entered upon the award in any competent Court in Islamabad.

11.4 The place of arbitration shall be Islamabad and the arbitration shall be conducted in the English language.

#### **ARTICLE 12: LIABILITY, INDEMNITY AND LIMITATION OF LIABILITY**

12.1 The Buyer shall be responsible for any loss, damage, liability, cost, claims and action arising out of and resulting from the performance or non-performance of this Agreement and the Buyer shall indemnify and hold the Sellers harmless against any loss damage, liability, cost, claims and action however caused or arisen.

12.2 The Buyer shall indemnify and hold the Sellers harmless from and against any and all claims by any of the personnel of the Buyer or any third party for damages or losses of whatever nature which arise out of or which are in any way connected with the performance or non-performance of this Agreement, regardless of the cause of any such events.

12.3 The Sellers shall not be responsible for any loss or damage to Buyer's Facilities or any property of any of Buyer's personnel whether or not such damage or loss will be caused by negligence or breach of duty on the part of Sellers and the Buyer shall hold harmless and indemnify Sellers against any claims in respect of such injury, loss or damage.

12.4 Notwithstanding to any other provision of this Agreement, in no event shall the Sellers be liable for any indirect or consequential loss or damage which may be suffered by the Buyer whether caused negligently or otherwise in connection with the performance under this Agreement, including but not limited to, loss of use, loss of profits, loss of product or loss of business.

#### **ARTICLE 13: NOTICES**

13.1 Except as herein otherwise provided, all notices required or permitted to be given by any of the provisions of this Agreement shall be in writing (in English) and delivered in person or by courier service or by any electronic means of transmitting written communications which provides written confirmation of complete transmission, and properly addressed to a Party as per details given below:

For Sellers:

Mari Petroleum Company Limited,

Attention: [insert]



Address: 21, Mauve Area, 3rd Road, G-10/4, Islamabad

Email: [insert]

Fax No: [insert]

PPL Europe E&P Limited,

Attention: [insert]

Address: [insert]

Email: [insert]

Fax No: [insert]

For Buyer:

[Insert],

Attention: [insert]

Address: [insert]

Email: [insert]

Fax No: [insert]

In the event of delivery of a notice to a Party is made on public holiday, or after such Party's normal business hours, it would be deemed delivered, for the purposes hereof, on the next business day of such Party. Either Party may, at any time, by notice to the other, notify a different or additional address for the purpose of this Article.

#### **ARTICLE 14: GOVERNING LAW AND JURISDICTION**

- 14.1 This Agreement shall be governed by and given effect in accordance with the laws of the Islamic Republic of Pakistan. The court of Pakistan shall have the exclusive jurisdiction.

#### **ARTICLE 15: MISCELLANEOUS**

- 15.1 Notwithstanding anything to the contrary stated herein, expressed or implied, it is understood and agreed that any reference to or representation by a party acting for and on behalf of Buyer shall not be deemed to create or result in the creation of any contractual relationship between the said party and the Sellers and such party shall have no claim whatsoever against the Sellers including but not limited to the payment of any expenses or commissions in any matter and issue arising out of the execution of the terms of this Agreement.
- 15.2 The Sellers warrant that the title to the Crude Oil sold pursuant to this Agreement is free and clear of any encumbrances. The risk of loss and title to the Crude Oil delivered hereunder shall pass to the Buyer at the Delivery Point.

- 15.3 This Agreement shall inure to the benefit of and be binding upon the undersigned Parties and their respective successors and assigns. Whenever, in this instrument, a reference to any Party is made, such reference shall be deemed to include a reference to the successors and assigns of such Party.
- 15.4 The rights, obligations and liabilities of the Sellers under this Agreement shall be several and not joint or collective.
- 15.5 This Agreement contains the entire agreement between the Parties, and the provisions of this Agreement do not supersede, amend or modify any of the provisions of the Concession Agreement. No variations, modifications, or changes herein or hereof shall be binding upon any Party unless set forth in a document duly executed by or on behalf of each Party, without violating the provisions of the Concession Agreement.
- 15.6 No waiver by any Party of any default, misrepresentation or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or covenant hereunder or affect in any way any rights arising by virtue of an any prior or subsequent occurrence whereof.
- 15.7 The Sellers may sell, assign, or other-wise transfer any part of its interest in this Agreement to a party to whom it may transfer or assign its working interest or part of its working interest under the Concession Agreement. Any sale, transfer or assignment by a Party hereunder shall be promptly notified in writing but before the expiry of thirty (30) Days of the said transfer or assignment to the other Party hereunder.
- 15.8 No consent or waiver, express or implied, by any Party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder.
- 15.9 If any provision of this Agreement or the application thereof is declared invalid or unenforceable to any extent, the remainder of this Agreement and the application of its provisions shall not be affected thereby and shall be enforceable to the extent permitted under the applicable law.

**IN WITNESS WHEREOF**, the Parties have caused these presents to be executed by their duly authorized representatives.

Signed for and on behalf of:

**Mari Petroleum Company Limited**

**(The Seller)**

Witnesses:

By: \_\_\_\_\_

1. \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

2. \_\_\_\_\_

**PPL Europe E&P Limited**

**(The Seller)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

**[Insert]**

**(The Buyer)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

MPCL BOWSER / TANKER SAFETY CHECKLIST				
<b>DATE:</b>				
TRANSPORT CO:	_____	DRIVER CONTACT NO:	_____	
DESTINATION:	_____	CAPACITY (LITERS):	_____	
DRIVER'S NAME:	_____	NO. OF COMPARTMENTS:	_____	
VEHICLE REG. NO:	_____			
PART A: BOWSER CHECKS PRIOR TO ENTRY IN LOADING BAY				
ALL CHECK MUST BE MADE AND FORM COMPLETED IN FULL PRIOR TO ENTRY IN LOADING BAY				
S.#	DESCRIPTION	YES	NO	REMARKS
<b>1 : DRIVER</b>				
1.1	BOWSER Entry Gate Pass Available with Driver			
1.2	No Lighters, Matches, Mobile Phone, Drugs etc.			
1.3	Driver National Identity Card (Verify and Ensure it is Entered in Security Log Book)			
1.4	Valid Heavy Duty Driving License			
1.5	Emergency Response Plan Procedure is Present			
<b>2 : VEHICLE</b>				
2.1	Carrier on Top Free of Luggage			
2.2	Vehicle Equipped with Operational Reverse Siren			
2.3	Spare Tyre is Present and is in Good Condition			
2.4	"DANGER" / "EXPLOSIVES" Written in Red Fluorescent Color on Three Sides of Vehicle			
2.5	Wheels / Tyres in Good Condition			
2.6	Two 6 kg Dry Powder Fire Extinguishers are Present (Completely Charged and Checked Within 12 Months)			
2.7	One 2 kg DCP Fire Extinguisher in Cabin. (Completely Charged and Checked Within 12 Months)			
2.8	Fire Resistance 16 gauge Steel Shield Provided between Tank and Cabin			
2.9	Spark Arrestor Installed at Engine Exhaust			
2.10	Seat Belts for Driver & Co-Driver.			
2.11	First Aid Kit in the Cabin.			
2.12	Condition of brakes/pressure brake/hand brake			
<b>3 : ELECTRICAL CONNECTIONS</b>				
3.1	Batteries Wiring is in Good Condition and No Loose Wires are Present.			
3.2	Batteries Covered with Rubber Mats.			
3.3	Engine is Self Started & Starts Without Pushing.			
3.4	Head Lights, Brake Lights and Indicator Lights are Operational.			
3.5	Equipped with Main Electric Cut-off switch.			
<b>4 : GROUNDING POINTS</b>				
4.1	Grounding Plates are Free of Rust, Grease, Dirt and Paint.			
4.2	Dragging Chains Provided at Rear. Chains Touching the Ground at Full Load.			
4.3	Proper bonding between chassis, prime mover and tank (checked: resistance between grounding point and tanker fill point _____ Ω).			
<b>5 : CERTIFICATION</b>				
5.1	Bowser on MGCL Approval List.			
5.2	Current and Valid Calibration Chart Available.			
5.3	Valid Vehicle Fitness Certificate from Chief Inspector of Explosives Available			
<b>6 : BOWSER CHECK POINTS</b>				
6.1	Leakage from the Tank, Inlet or Outlet Valves etc			
6.2	PRV's Provided on each Tank, PRV's Outlet not Blocked			



# MPCL BOWSER / TANKER SAFETY CHECKLIST

**NOTE FOR VEHICLE INSPECTOR:**

- A : Ensure the Bowsers are Escorted to the Loading Bay
- B : In Case of an Emergency, Warn the Drivers and Escost to the Muster Point

NAME OF MPCL VEHICLE INSPECTOR: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

NAME OF VEHICLE DRIVER: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

BOWSER IS REGISTERED AT CCR AND NO OTHER OPERATIONS IS UNDERWAY AT LOADING BAY

SHIFT ENGINEER / OPERATOR NAME: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

**PART B: BOWSER PRELOADING AND LOADING CHECKS**

S.#	DESCRIPTION	YES	NO	REMARKS
<b>1</b>	<b>PRELOADING CHECKS</b>			
1.1	Loading Bay Spill Collect Sump Empty			
1.2	Wheel Chocks in Place			
1.3	Earth Strap Connected & Grounding Checked			
1.4	Tank Dips Checked and Recorded			
1.5	Loading Army Ready			
<b>2</b>	<b>LOADING CHECKS</b>			
2.1	While Loading, No One on Top of Bowser			
2.2	Fume Mask Worn, Whenever on Top of Bowser			

**PART C: BOWSER DISCONNECTION AND DISPATCH CHECKS**

S.#	DESCRIPTION	YES	NO	REMARKS
<b>1</b>	<b>LOADING ARM REMOVED</b>			
1.1	Earth Lead/Clamp Removed			
1.2	Chocks Removed			
1.3	Challan Form Completed, Signed and Duplicate Given to Driver			
1.4	Vehicle Escorted to Gate on Leaving the Loading Bay			

**NOTE FOR LOADING OPERATOR**

- A : Ensure that driver is briefed on safety emergency and rescue plan
- B : Any incidents like spillage of condensate require investigation by the Shift Engineer / Operator before the tanker leaves the bay.

MGCL LOADING ENGINEER / OPERATOR NAME: \_\_\_\_\_

MGCL LOADING ENGINEER / OPERATOR SIGN: \_\_\_\_\_