

OIL INDUSTRY TRANSPORT DISCIPLINE GUIDELINES

VERSION: 4.0

PREAMBLE

The First Oil Industry Transport Discipline Guidelines (ITDG) for transportation of bulk petroleum products by road was prepared in 2007, which was revised in 2009 and in June 2014. Now, in view of new initiatives taken by OMCs with regards to improving the effectiveness of Vehicle tracking system and certain changes made in tender conditions about Marker Testing etc. as advised by MOP&NG.

A need was felt, to revise the existing Oil Industry Transport Discipline Guidelines by way of issue of an amendment to clauses as explained in annexure-I. Accordingly, a committee comprising following members studied the issues involved and revised the existing Oil Industry Transport Discipline Guidelines to be implemented effective 23.03.2016.

COMMITTEE MEMBERS:

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OIL INDUSTRY TRANSPORT DISCIPLINE GUIDELINES

1. INTRODUCTION

1.1 Objective

To evolve uniform Oil Industry Transport Discipline Guidelines (ITDG) for transportation of bulk petroleum products by Tank Truck/ Bowser (TT) for:

- a. Delivery of products to Retail Outlets and Direct Customers
- b. Stock Transfers from one location to another, i.e. Bridging

1.2 Purpose

The purpose of Industry Transport Discipline Guidelines is to ensure that:

1.2.1 Petroleum products are filled in TT in accordance with Industry Quality Control Manuals.

1.2.2 Petroleum products are transported and delivered to dealers/direct customers and receiving locations in good condition conforming to the specifications.

1.2.3 A well-defined system of checks exists at various stages of handling of petroleum products.

1.3 Scope

1.3.1 The procedure/code outlined in these guidelines are only the minimum required in order to ensure quality and quantity of the petroleum products during receipt, storage, transit and delivery. Therefore, standard operating procedures with due regard to safety in handling of petroleum products in general shall be followed as laid down in the respective safety and operations guidelines/manuals. It is expected that such standard procedures will be followed at all times in addition to the instructions contained in the following chapters of these guidelines.

1.3.2 Changes, if any, in these guidelines will be advised through serially numbered amendments and will be displayed at the location notice board/website. The amendment record (Annexure-I) of these guidelines shall be updated accordingly. These changes will be implemented with effect from the date of its amendment.

1. TRANSPORTATION

2.1 Transport Agreement

2.1.1 Industry Transport Discipline Guidelines (ITDG) shall be part of the transport agreement.

2.1.2 TT shall not be used for any product other than the designated petroleum products and will operate only for the Oil Company with whom the agreement has been entered into.

2.1.3 Carrier shall ensure that TT is painted and maintained as per the color scheme advised by the Oil Company from time to time. Carrier shall also ensure that the name of Oil Company & Logo is prominently displayed on the tank of TT and the name of the base location in the information panel as per the directions of the Oil Company.

2.2 Fitness of Bowser

2.2.1 Carrier shall be responsible for providing a TT fit in all respects to carry petroleum products and shall be transporting/delivering the same in good condition, as per specifications, to the dealers/direct customers/receiving locations and shall be held accountable for any malpractice/adulteration en route.

- 2.2.2 Bowser shall be duly approved for its design/fittings by Petroleum and Explosives Safety Organisation (PESO) Department as per the amended notification dated 29.05.2019. The carrier shall be responsible for ensuring that the integrity of the TT fittings is maintained in accordance with the conditions laid down by the licensing authority at all times.
- 2.2.3 The original and a copy of the valid Explosives License shall be submitted to the loading location. Original certificate shall be returned to the Carrier after verification. TT shall carry valid Explosive License in original issued by Petroleum and Explosives Safety Organisation Department at all times.
- 2.2.4 TT without valid Explosives License shall not be utilized, unless authorized by Petroleum and Explosives Safety Organisation Department to use the TT pending renewal.
- 2.2.5 Carrier shall ensure compliance to various statutory rules and regulations, including provisions of Motor Vehicle Acts/Motor Vehicle Rules/The Carriage by Road Act in force at all times during the period of agreement.
- 2.2.6 Carrier as per the design given by the Oil Company from time to time shall provide the product sealing/security locking/electronic sealing arrangements (security locking system) as advised by Oil Company from time to time. The transporter to ensure that, the integrity of the locking arrangements is maintained against any tampering at all the times.
- 2.2.7 Carrier shall ensure that the Vehicle Mounted Unit (VMU) along with fittings & fixtures installed on the TT for tracking of the TT is kept always in working condition and its on/ off operation is done according to the instructions given by the Oil Company.

2.3 Calibration of Bowser

- 2.3.1 The original and a copy of the valid calibration certificate shall be submitted to the loading location. Original certificate shall be returned to the Carrier after verification. TT shall carry valid Calibration Certificate in original issued by Weights and Measure Department at all times.
- 2.3.2 TT shall be calibrated for single capacity in line with MV Act/Petroleum Rules/Weights & Measures Act.
- 2.3.3 Carrier to provide manhole on top of the tank in the geometrical center of the compartment of TT.
- 2.3.4 Carrier to provide dip hole/dip pipe in the geometrical center of the manhole with manhole fittings duly welded.
- 2.3.5 Datum Plate height should not be more than 10 mm from the bottom plate and should be shown in the drawing.
- 2.3.6 Tampering with calibration of vehicle in any manner shall be construed as a malpractice and penal action will be taken against the carrier as outlined under clause no. 8. Further, alleged product losses will be recovered from the carrier from the date of last calibration.

2.3.7 The calibration of the TT should be done at the calibration facility provided by the Oil Company or as directed by the Oil Company. Carrier shall produce TT for verification/ checking as and when required by the Oil Company.

2.3.8 Carrier shall provide brass/aluminium dip rods individual compartment-wise or single dip rod as per prevailing W&M rules.

2.4 Bowser Accident

2.4.1 In case of TT accident, the crew shall inform the nearest Police Station, loading location, carrier, nearest Oil Company location and shall guard the vehicle as well as product.

2.4.2 Carrier shall arrange to transfer/salvage the product in another fit TT immediately on receipt of the information, after obtaining permission from the Oil Company and various statutory authorities. Proper safety precautions are to be followed while transferring the product from the damaged vehicle.

2.4.3 Carrier shall complete all the statutory formalities including lodging of FIR & shall submit accident report to the base location. Non-lodging of FIR, not reporting the accident to the Oil Company shall be construed as a malpractice & penal action will be taken against the carrier as outlined under clause no. 8.

2.4.4 Spilled or trans-shipped product salvaged in TT/ barrels shall be brought to the loading location or the receiving location as advised by the Oil Company.

2.4.5 Draw three (six nos. in case of MS) composite samples (TMB), 1 liter each from each TT compartment/ barrel in the presence of carrier/TT crew carrying the salvaged product. Prepare sample tags as per specimen given in Annexure-II. Locking/ sealing of the TT/ barrel and sample containers and signing on the sample tags shall be done jointly by the Oil Company representative and carrier/TT crew. One set of sample shall be sent to the Oil Company's lab for testing, one set to be given to carrier/TT crew and one set to be retained at the location.

2.4.6 On receipt of test results from the lab, the carrier shall be suitably advised and action taken.

2.5 Other formalities

2.5.1 Carrier shall engage TT driver who has undergone training on transportation of hazardous goods as stipulated under the Motor Vehicle Acts/Rules. The driving license of the driver should be endorsed by Road Transport Authorities to this effect.

2.5.2 Emergency Information Panels shall be correctly displayed on the TT as stipulated.

2.5.3 The TT registration number shall be painted on the fire extinguishers carried by the TT.

2.5.4 Carrier shall submit details of TT crew, verification of antecedents of the TT crew obtained from local Police and a copy of valid driving license of the driver, duly endorsed by RTO for having undergone training for transportation of hazardous goods as per MV Act/Rules, to the base location and obtain entry pass from the location.

2.5.5 Before embarking for the delivery it will be carrier's or his representative's responsibility to ensure that TT crew has:

- a. Correct Challan/ Invoice
- b. Correct TREM CARD and standing instructions
- c. Switched on the VMU.

2.5.6 The crew of the tank truck who are signing the Invoice at the loading location should deliver product at the destination. In case of substitution of crew due to any reason, the same should be done only after obtaining permission from the location.

3. PRODUCT LOADING

3.1 Quality Control

3.1.1 Petroleum products shall be received, stored and delivered ex loading locations in accordance with Industry Quality Control Manual.

- 3.1.2 a. Sales document: Dispatch density of the product at 15⁰ C Celsius shall be indicated on sales document.
- b. Stock transfer document: Dispatch temperature & density of the product at 15⁰ C shall be indicated on stock transfer documents.

3.1.3 The standard operating procedure for Refueling of HSD Bowser at Retail Installation is given the in the Attachment - 16

3.2 Sealing / Locking of Bowser

3.2.1 Security locking of the TT shall be done in accordance with the guidelines of the Oil Company.

3.2.2 Carrier to ensure that the integrity of the security locking system is intact at all times.

3.2.3 Carrier shall ensure that the TT is always in locked condition (as per security locking system) including on its return journey except during loading/unloading operation. Any act of tampering with the security locking system shall be construed as malpractice and action shall be taken against the carrier.

3.3 Log 'out', 'in' Time System And Delivery Route.

3.3.1 The departure time from the loading location shall be recorded on the invoice/stock transfer document itself by the loading location and the dealer/direct customer/ receiving location shall record the arrival and departure time of the TT on the same document.

3.3.2 Carrier shall ensure that the trip time and the VTS route specified for the destination are strictly adhered to.

4. PRODUCT RECEIPT

The procedure outlined hereunder is applicable for the receipts of product at the supply locations, dealers and direct customers.

Responsibility towards handling of product shall be in accordance with the Marketing Discipline Guidelines in force and Industry Quality Control Manual in force.

4.1 Actions to be taken on arrival of the TT

4.1.1 Recording of timings

Arrival & departure time of the TT shall be recorded in the delivery document. If a bridging TT is used for deliveries by receiving location, it shall report back at the receiving location after completion of delivery. All the standard procedure for re-fueling to customer location is enclosed in Attachment- 17

4.1.2 Checking security locking system

4.1.2.1 The security locking system shall be checked and if it is found O.K then proceed to clause 4.1.3. If found tampered, then it will be construed as a malpractice and action shall be taken as mentioned in clause 4.2 and 8.

4.1.2.2 Dip rod and Calibration checking

The dip rod should match the calibration chart provided by Weights & Measures for markings at the dip level, proof level and the total length.

4.1.3 Density checking

On arrival of TT, dealer / customer shall check the density @15 deg C of product from each compartment. If the variation is found to be within +/- 3 kg/cum as compared with the invoice density, steps as mentioned in clause 4.1.4 to be followed. However, if variation in the observed density is beyond +/- 3 kg/ cum, the TT shall not be unloaded and action shall be taken as mentioned in 4.5.1.

4.1.4 Retained Bowser samples

If density check is found to be within +/- 3 kg/cum, dealer/dealer's representative shall draw 2x1 liters of MS and/or 1x1 liter of HSD bottom samples (composite samples from all the compartments proportionate to the quantity of the product received in each compartment after removing approximately 20 liters of product from each compartment). Before drawing samples, the empty aluminium sample containers should be rinsed with the same product from the TT. Sample shall be sealed & labelled and jointly signed by dealer / dealer's representative and TT driver before unloading the TT.

The transporter will have the option to obtain another set of samples (2x1 liter of MS and/or 1x1 liter HSD) duly labelled and jointly signed, for retention. On such request from the transporter, dealer should hand over this set of samples against payment to the TT driver/transporter's representative. In addition, the carrier/TT driver will have to pay a deposit of Rs.300/- per sample container or as revised from time to time to the dealer.

In case the TT driver refuses to sign the label, TT shall not be unloaded and dealer shall contact supply location/field officer.

4.1.5 Marker Testing

The Bowser may be subjected to the marker test en-route or at the dealer / direct customer location premises. If the product carried through TT is found failing in the marker test then actions shall be taken as mentioned in 4.2.

The Marker Test is currently not applicable. However the same clause will be applicable as and when Marker Test is reintroduced for the TT/ Bowser.

4.2 Procedure for Dealing with Suspected Irregularities

The following procedure shall be followed for dealing with the suspected irregularities.

- a. Inform sales officer/ loading location.
- b. The TT shall be detained.
- c. The Sales officer/ loading location officer shall draw the samples as mentioned in 4.3.
- d. The sales officer/ loading location officer, TT crew/ carrier's representative & consignee/ consignee's representative, inspecting authority shall prepare a joint statement mentioning the compartment wise observed density / result of the marker test / status of the security locking system and shall sign the statement.
- e. In case of TT receipt at the location the loading location officer & TT crew/ carrier's representative shall prepare a joint statement mentioning the compartment wise observed density / result of the marker test / status of the security locking system and shall sign the statement.
- f. The TT, thereafter, shall be sealed by the sales officer/ loading location officer and detained at the place of the consignee's premises.
- g. If the product passes in the lab test, the TT shall be decanted at the consignee's premises. If the product fails in the lab test, then the TT shall be sent for the disposal of the product as directed by the Oil Company.
- h. Action shall be taken against the carrier as outlined under clause no. 8.

4.3 Sampling Procedure for Suspected Irregularities

4.3.1 At the dealer / Direct customer premises

The sales officer / location officer shall draw eight nos. composite samples (TMB) in case of MS (four in case of other products) of 1 liter each from every TT compartment in the presence of carrier/ TT crew and consignee/ consignee's representative. Prepare sample tags as per specimen given in Annexure-II. Signing on the sample tags and sealing of the sample containers shall be done jointly by the sales officer/ loading location officer, TT crew/ carrier's representative

and consignee/ consignee's representative. One set of sample shall be sent to the Oil Company's lab for testing, one set to be given to carrier/ TT crew, one set to be given to consignee/ consignee's representative and one set to be retained by the sales officer/ loading location

4.3.2 Receipt at the locations

The location officer shall draw six nos. composite samples (TMB) in case of MS (three in case of other products) of 1 liter each from every TT compartment in the presence of carrier/ TT crew. Prepare sample tags as per specimen given in Annexure-II. Signing on the sample tags and sealing of the sample containers shall be done jointly by the loading location officer and TT crew/ carrier's representative. One set of sample shall be sent to the Oil Company's lab for testing and one set to be given to carrier/ TT crew and one set to be retained by the loading location.

4.4 Testing of samples at lab

The TT samples drawn by the sales officer / loading location officer at the consignee's premises shall be tested in the lab. If the product passes in the lab test, the TT shall be decanted at the consignee's premises. If the product fails in the lab test, then the corresponding supply location retention sample shall be tested. If the supply location retention sample passes in the lab test then it would be construed as malpractice done by the carrier & action shall be taken as outlined in clause no 8. If the supply location retention sample fails in the test then no action shall be taken against the carrier. In any case of failure of the TT sample, the TT shall be sent for the disposal of the product as directed by the Oil Company.

4.5 Testing of "Retained Bowser Samples" at lab as per Clause no. 2.5(D) of MDG of 2012 effective 08-01-2013.

4.5.1 Testing for specifications

Laboratory will test the RO sample, the last TT retention sample (TL1) and the corresponding supply location sample (SL1) simultaneously and compare the reproducibility / permissible limits of the test values. In case RO sample fails & TL-1 also fails but SL-1 passes, action shall be taken against the transporter of TL-1 as per clause 8.1 of ITDG. However, in case RO sample and supply location sample (SL1) meet the specification norms, no action is to be taken against the Tank truck.

In case RO sample fails and TL1 passes, then (the second last retention sample) TL2 & (supply location sample corresponding to TL2) SL2 will be tested. In case TL2 fails and SL2 passes, action shall be taken against transporter (TL2) as per clause 8.1 of ITDG.

Note: While collecting the samples from RO for testing at the lab, the field officer shall also collect TL2 in addition to TL1 and Nozzle sample so that TL2 can be tested immediately upon passing of TL1 and failure of RO sample.

4.5.2 Testing for Marker

If the product sample drawn from the retail outlet is found failing in the marker test then the last "Retained Bowser samples" kept at the retail outlet shall be tested for marker test. The marker test of "Retained Bowser samples" will be carried out after giving prior notice to the dealer & the concerned carrier so that they can be present at the test venue if they so desire for witnessing the testing. Field officer or the representative of the divisional office/ regional office/ territory office

will also be present & conduct/ witness the marker test. This team will submit its report in the approved industry format. If the "Retained Bowser samples" is also failing in the marker test then the corresponding location sample will be tested. If the supply location sample is passing in the marker test then it shall be construed as a malpractice done by the carrier & penal action would be taken against the carrier as outlined under clause no. 8.

The Marker Test is currently not applicable. However the same clause will be applicable as and when Marker Test is reintroduced".

5. TANK TRUCK/BOWSER MONITORING

5.1 Carrier having agreement with the Oil Company for a TT shall not enter into agreement with other company for the same TT. Carrier shall not enter into agreement with the Oil Company for the blacklisted TT. If it is subsequently proved that the carrier has entered in to agreements with other Oil Company for the same TT then it shall be construed as malpractice & penal action would be taken against the carrier as outlined under clause no.8.

5.2 The TT/ Carrier/ transporter blacklisted by any one Oil Company shall be construed to be black listed by all Oil Companies.

5.3 Carrier shall not enter into agreement with the Oil Company by submitting forged documents/ false information.

5.4 Bridging TT, only after verifying the product acknowledgement for the previous trip, and seeking clarification in the cases where trip time has exceeded, the TT will be accepted for loading.

5.5 In case a TT has not reported for delivery at the receiving location/destination after a reasonable transit time, carrier shall inform loading location and receiving location/destination the reasons for delay and likely date/time of reporting. In case the Corporation does not find the reasons valid, action will be taken as per clause no. 8.

Even in case of valid reason, not informing the delay as above shall be construed as a malpractice and action will be taken against the carrier as outlined under clause no. 8.

5.6 Bridging TT arranged by receiving locations shall be accepted only on the basis of indent slips issued by receiving locations. The receiving location shall issue a serially numbered indent slip before it proceeds to the loading location for uplifting the product. In case of missing of such TT, action as mentioned in item 5.5 above shall be taken.

5.7 In case a TT is not received at the receiving location, action shall be taken against the carrier as outlined under clause no. 8.

6. VEHICLE TRACKING SYSTEM

6.1 If VMU of the TT is not in working condition, it would be considered that the TT is not fit for loading.

6.2 Carrier or his representative shall inform the Oil Company within 30 minutes of stoppage of VMU functioning.

6.3 Carrier shall strictly follow the specified route authorised by the respective Oil Company. Any repetitive deviation from authorised route shall be construed as malpractice unless explanation given to the Location In-charge/ nominated officer is accepted as an established genuine case. In case of any established deviation, action will be taken against the carrier as outlined under clause no. 8.2.2.

6.4 If it is observed that the VMU, its fittings or fixtures installed on the TT is damaged deliberately by the carrier or his representative, the VMU is switched off en-route, VMU is removed from TT, VMU is used on other vehicles then it would be construed as a malpractice and action will be taken against the carrier as outlined under clause no. 8. Company's decision would be final in determining as to whether it has been damaged deliberately or not.

6.5 TT should not make repetitive un-authorised stoppages enroute at a particular spot. Such stoppages shall be construed as malpractice unless explanation given to the Location In-charge/nominated officer is accepted as established genuine case. If not, action will be taken against the TT/Carrier as outlined in clause 8.2.2.

6.6 Carrier has to ensure that the TT reaches the destination and delivers product to the consignee within specified trip time. The TT not reaching the destination or unauthorized delays shall be construed as a malpractice and action will be taken against the carrier as outlined under clause no. 8.

6.7 Carrier shall ensure that TT does not exceed the speed limits prescribed by the concerned authorities. In case of repetitive/habitual over speeding, action shall be taken as per clause 8.2.2. Any accident shall be analyzed for over speeding and action shall be taken as per clause 8.2.2.

7. HEALTH, SAFETY & ENVIRONMENT

7.1 All rules/ regulations and statutory requirements shall be strictly followed by the carrier and their work force i.e. drivers/ cleaners at the work place and on the road while transporting petroleum products.

7.2 Driver and cleaner shall wear retractable seat belt and uniform as specified by respective OMC, while driving vehicle.

7.3 No TT shall be plied by the driver without cleaner, either on the road or at any work place.

7.4 The TT crew would not be permitted to enter the location premises without use of the personal protective equipment i.e. safety shoes, helmet, spectacles (wherever necessary).

7.5 The crew of TT shall check safety fittings, fitness conditions of vehicles to ply on road before the TT is brought for loading.

7.6 Safety procedures for unloading and loading of vehicles at the supply location as well as at the destination i.e. retail outlets, direct customer, supply location, etc. shall be strictly adhered to.

7.7 It shall be mandatory for all drivers to undergo refresher training course / training programs organized by the location.

7.8 The TT should be driven by driver having valid driving license duly endorsed by RTO for having undergone training to carry hazardous goods.

7.9 TT crew to undergo routine health check-up once in every six months and certificate issued by the authorities to be submitted to the loading location.

7.10 The carrier shall ensure that the TT crew are not in intoxicated state while on duty.

7.11 Any deviation from/violation of above requirements shall be construed as an irregularity and action will be taken against the carrier as outlined under clause no. 8.

8.0 ADULTERATION/ MALPRACTICES/ IRREGULARITIES/ PENALTIES

TT caught for having indulged in adulteration/ malpractices/ irregularities shall be immediately suspended by the location-in-charge. However, an investigation shall be conducted as per the laid down procedure of the company. On investigation, if the adulteration/ malpractice/ irregularities is established then penal actions stipulated as under shall be taken.

8.1 Penalties in case of adulteration

In all cases of failure of the products/ adulteration in TT as well as deemed failure (i.e. sample test value falls within specification range however, it is beyond the repeatability / reproducibility limits w.r.t. reference sample) of the product, action against the Carrier shall be initiated as under :

a. i. Carriers with single TT

On the first incident (during the tenure of the contract) of adulteration, the contract with the concerned carrier shall be terminated and the concerned carrier & the particular TT shall be blacklisted on Industry basis.

ii. Carriers with multiple TTs

On the first incident (during the tenure of the contract) of adulteration, the particular TT shall be blacklisted on Industry basis along with the TT crew. In case of second incident of adulteration, the whole contract comprising of all the TTs belonging to the concerned carrier shall be terminated and the concerned carrier & their all TTs shall be black listed on industry basis.

However, if the complicity of the carrier is detected in case of adulteration of the first incident, then the whole contract comprising of all the TTs belonging to the concerned carrier shall be terminated and the concerned carrier & their all TTs shall be black listed on industry basis.

- b. Disposal of the contaminated product shall be done as directed by the company.
- c. Cost of product as determined by the company shall be recovered from the carrier.
- d. Incidental expenses and any other expenses sustained by the concerned Oil Company for disposal of the contaminated product shall also be recovered from the transporter.
- e. Transportation charges, octroi, toll taxes, other levies shall not be paid for the futile trip to the dealer/ direct customer or receiving location as well as for the subsequent trip for delivering the adulterated/ contaminated product to the concerned Oil Company's nominated location for disposal of the product.

8.2 Penalties for malpractices/ irregularities

8.2.1 Malpractices/ irregularities will cover any of the following:

- a. Unauthorized deviation from specified route/ unauthorized delay/ unauthorized en-route stoppage/ not reaching destination/ over speeding/ en-route switching off VMU/ unauthorized removal of VMU/ use of VMU on other vehicles
- b. TT crew found in intoxicated state while on duty.
- c. Irregular reporting of TT at loading location without permission of the location.
- d. Refusal to carry loads allocated by the location.
- e. Reported case of non-wearing of retractable seat belt while driving.
- f. Driving vehicle without cleaner/helper.
- g. Non-functioning of Fire Extinguisher carried by TT.
- h. Polluting environment due to product spillage from tilting or leaky vehicles on road, in case of accident/ unsafe driving
- i. Accident involving injury or damages to the facilities at the work place
- j. Fatal accident at the work place
- k. Tampering with standard fittings of TT including the sealing, security locks, security locking system, calibration, Vehicle Mounted Unit or its fittings/ fixtures
- l. Unauthorized use of TT for products other than the petroleum products for which it has been engaged
- m. Entering into contract based on forged documents/ false information
- n. Entering into an agreement for the same TT with other oil companies
- o. Irregularities under W&M Act
- p. Not lodging FIR with the Police in case of accident, not informing/ submitting accident report to the Oil Company about the accident
- q. Pilferage/ short delivery of product
- r. Any act of the carrier/ carrier's representative that may be harmful to the good name/ image of the Oil Company, its' products or its services.

8.2.2 Penalties upon detection of malpractice/ irregularities

The carrier shall attract penalties for the malpractice/irregularities as given below and the TT mentioned in the following instances shall be suspended/blacklisted along with TT crew. However, an investigation, wherever required, shall be conducted and if the

malpractice/ irregularity is established then penal actions stipulated as under shall be taken, including blacklisting :

Clause No.	Type of malpractice / irregularity	Penalty against number of instance		
		First	Second	Third
8.2.2.1	(a) Reported non-wearing of retractable seat belt while driving. (b) Repetitive / Habitual Over speeding. (c) c) Driving Without cleaner/helper	TT shall be suspended for one week.	TT shall be suspended for 6 months.	TT shall be blacklisted.
8.2.2.2	(a) Established repetitive unauthorized stoppage en route. (b) Established repetitive unauthorized diversion from specified route. (c) Refusal to carry loads allocated by the location. (d) Irregular reporting of TT at loading location without permission of the location.	TT shall be suspended for 6 months.	TT shall be blacklisted.	
8.2.2.3	Short delivery of product for established malpractice.	TT shall be blacklisted.		
8.2.2.4	(a) Non-availability/non-functioning of TT fire extinguisher. (b) TT crew found in intoxicated state while on duty. (c) Not wearing uniform. (d) Not wearing PPEs at loading/un-loading locations.	TT shall be suspended for one week.	TT shall be suspended for 6 months.	TT shall be blacklisted.

8.2.2.5	(a) Established tampering/damaging of VMU. (b) Established disconnection of power/cable of VMU enroute. (c) Removal of VMU from original mounting.	TT shall be blacklisted.		
8.2.2.6	Accident at the location leading to injury of persons or damages to the facilities.	TT shall be suspended for 6 months.	TT shall be blacklisted.	
8.2.2.7	Polluting environment due to product spillage from TT.	TT shall be suspended for 6 months.	TT shall be blacklisted.	
8.2.2.8	Established case of pilferage/non-delivery of product.	TT shall be blacklisted.		
8.2.2.9	Fatal accident at the work place.	TT shall be blacklisted.		
8.2.2.10	Irregularities under W&M Act.	TT shall be blacklisted.		
8.2.2.11	Tampering with standard fittings of TT including the sealing, security locks, security locking system, Calibration.	TT shall be blacklisted.		
8.2.2.12	Unauthorized use of TT outside the contract.	TT shall be blacklisted.		
8.2.2.13	Entering into contract based on forged documents/ false information.	TT shall be blacklisted.		
8.2.2.14	Entering into an agreement for the same TT with other oil companies.	TT shall be blacklisted.		
8.2.2.15	Not lodging FIR with the Police in case of accident, not informing/ submitting accident report to the Oil Company about the accident.	TT shall be blacklisted.		

	of the Oil Company, its' products or its services.			
8.2.2.16	Any act of the carrier/ carrier's representative that may be harmful to the good name/ image	As decided by the company		

During the validity of transportation contract, in the first instance of blacklisting for a transporter, as per the above provisions, damage of Rs.1Lakh will be imposed on the Transporter apart from blacklisting of the involved TT. In second instance of blacklisting, a damage of Rs 3 Lakhs will be imposed and the involved TT will be blacklisted. In third instance of blacklisting, a damage of Rs 5 Lakhs will be imposed and 25% of the remaining TTs will be blacklisted along with the involved TT. In fourth instance, a penalty of Rs 8 Lakhs will be imposed and 50% of remaining TTs will be blacklisted along with involved TT. In case of any further incident of malpractice, the entire fleet will be blacklisted and the SD will be forfeited and the transportation contract will be terminated. The percentage of TT blacklisted will be in proportion of own & attached offered and will be rounded off to the higher numerical.

Above damages imposed are in addition to the recovery of the product quantity found short or recovery due to contaminated product involving the cost of product, expenses and losses incurred as determined by the company.

However, in case, complicity of the transporter is established even in first instance of malpractice, the entire fleet will be blacklisted, contract terminated & carrier blacklisted along with forfeiture of SD.

The blacklisting of TTs shall be on Industry basis.

In the following irregularities, the complicity of the carrier shall be deemed to be existent and the whole contract comprising of all the TTs belonging to the concerned carrier shall be terminated, security deposit forfeited and the concerned carrier & their all TTs shall be blacklisted on Industry basis:

1. False/hidden compartment, unauthorized fittings or alteration in standard fittings affecting Quality and Quantity.
2. Illegal/un-authorized duplicate keys of security locks.
3. Duplicate dip rod/calibration chart.

8.2.3 Period of blacklisting

The period of blacklisting for the carrier & TTs shall be minimum 2 years or as per the respective corporation's assessment depending upon seriousness of the offence, but not exceeding 5 years. The TTs, on completion of Black listing period, can ply under the same contract in case the validity of contract exists and the company so desires. In case, the same TT is found to indulge in

malpractice again (after completion of the first blacklisting period), the second time blacklisting shall be of 5 years.

The blacklisting of TTs shall be on Industry basis.

Annexure – I

Amendment Record

Amendment No.	Date	Pages	Date Received	Clause	Signature
1	23.03.16	10	23.03.16	4.1.5	
2	23.03.16	11	23.03.16	4.5.1	
3	23.03.16	12	23.03.16	4.5.2	
4	23.03.16	14	23.03.16	6.3	
5	23.03.16	14	23.03.16	6.5	
6	23.03.16	14	23.03.16	6.7	
7	23.03.16	17	23.03.16	8.2.2.1	

8	23.03.16	18	23.03.16	8.2.2.2	
9	23.03.16	19	23.03.16	8.2.2	
10	23.03.16	20	23.03.16	8.2.3	

Annexure –II

SAMPLE TAG

Product		Tank Truck/Bowser No.	
Location		Name of Dealer/Direct Customers	
Document No.		Date &Time of Sampling	
Type of Sample		Compartment No.	

Reasons for testing			
Name & Signatures			
Carrier	Dealer / Direct Customers	Oil Company	

“The carrier has read and fully aware of the existence of Oil Industry Transport Discipline Guideline 2016 which is part of tender documents and contents therein and further agrees that the said ITDG will be part and parcel of this agreement and the said ITDG will be binding on the carrier as amended/modified from time to time during the period of this agreement including the extensions, if any and for any act/omission from the carrier or ots employees or agents during the period of this agreement including extension, if any.”
