

OIL INDUSTRY TRANSPORT **DISCIPLINE GUIDELINES** **(VERSION 5.0)**

(Effective Date 01.11.2024)






OIL INDUSTRY TRANSPORT DISCIPLINE GUIDELINES

Version 5.0

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, 2014 & 2016. Now in view of various digital initiative taken by OMCs such as Vehicle Tracking System, E-locking etc & to resolve the ambiguities in ITDG observed at field level, a need was felt to issue fresh Oil Industry Transport Discipline Guidelines. Accordingly, a committee comprising of following members studied the issues involved and revise the existing Oil Industry Transport Discipline Guidelines to be implemented effective 01.11.2024.

Committee Member:

Sr No	Name	Designation	Signature
1	Mr. K S Rao (Convener)	Executive Director (Operations), Indian Oil Corporation Limited, Marketing Head Office, Mumbai	
2	Mr. Satheesh Kumar K V	Chief General Manager, Operations (Retail) HQ, Bharat Petroleum Corporation Limited, Mumbai	
3	Mr. C Sridhar Goud,	Executive Director (SOD), Hindustan Petroleum Corporation Limited, Mumbai	

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1. INTRODUCTION

1.1 Objective

To evolve uniform Oil Industry Transport Discipline Guidelines (ITDG) for transportation of bulk petroleum products by Tank Truck/ Tank Lorry (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 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 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 of the OMCs. 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.

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2. TRANSPORTATION

2.1 Transport Agreement

- 2.1.1 Industry Transport Discipline Guidelines (ITDG) shall be part of the transport agreement.
- 2.1.2 During the contract period or Extension of contract/renewal of contract, 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 / Contractor (means the transporter who has signed the transportation contract with the concerned oil marketing company. The words "Carrier", "Contractor" and "Transporter" have been used throughout the document and all stand for the transporter who has signed the transportation contract with the concerned oil marketing company.) shall ensure that TT is painted and maintained as per the color scheme advised by the Oil Company from time to time / in line with the Motor Vehicle Act or the Rules therein. 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 Tank Truck / Tank Lorry

- 2.2.1 Carrier shall be responsible for providing a TT (a) fit in all respects to carry petroleum products and (b) shall be transporting/delivering the same in good condition, as per specifications prescribed by Oil Company from time to time,, to the dealers/direct customers/receiving locations and (c) shall be held accountable for any malpractice/adulteration en-route.
- 2.2.2 TT shall be duly approved for its design/fittings by Petroleum and Explosives Safety Organization (PESO) Department. The carrier shall be responsible for ensuring and maintaining the integrity of the TT fittings in accordance with the conditions laid down by the licensing authority and statute at all times.
- 2.2.3 Every TT shall carry a valid Explosive License in the original issued by the Petroleum and Explosives Safety Organization Department. The said license can be demanded for verification by the concerned Oil Marketing Company at any time.

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- 2.2.4 TT without valid Explosives License shall not be utilized, unless authorized by Petroleum and Explosives Safety Organization 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/ Legal Metrology Act and Rules 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 Contractor 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 it's on/ off operation is done according to the instructions given by the Oil Company.

2.3 Calibration of Tank Truck / Tank Lorry

- 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 Legal Metrology Department at all times.
- 2.3.2 TT shall be calibrated for single capacity in line with MV Act/Petroleum Rules/ Legal Metrology Act and Rules.
- 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.



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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/aluminum dip rods individual compartment-wise or single dip rod as per prevailing Legal Metrology Act and Rules.

2.4 Tank Truck / Tank Lorry 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. In case of a fatal accident action as per clause 8 of ITDG would be taken.

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 A committee made by the concerned Oil Marketing Company for investigation and subsequent disposal of the product will draw three (six nos. in case of MS) all level samples, 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.



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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 /unloading hose 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 supply location failing which it will be construed as mal-practice and penalty shall be imposed as per clause under 8.0.



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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.

3.2 Sealing / Locking of Tank Truck / Tank Lorry

- 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. (in line with original design given by OMCs) and the carrier will be solely responsible for any changes/modification (by whom so ever) in the TT at a later date.
- 3.2.3 Carrier shall ensure that the TT is always in locked condition (as per security locking SOP) including on its return journey except during loading/unloading operation. Any act of tampering with the security locking system (including tampering of e-locking system through mechanical or electronic means etc.) shall be construed as malpractice and action shall be taken against the carrier. For exceptional cases like calibration, repairs, malfunction of e-lock after unloading operations etc. where TT has to be sent out/come inside the location in unlocked condition, carrier shall obtain written permission from the location in advance.

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

- 3.3.1 The auto printed invoice time / 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 (if applicable) / allowable halt duration including night halts / allowable speed limits and the VTS route specified for the destination are strictly adhered to.



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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.

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 4.1.2.2. 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 Legal Metrology Department for markings at the dip level, proof level, socket heights 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 Tank Truck / Tank Lorry 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



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the product received in each compartment after removing approximately 20 liters of product from each compartment). Before drawing samples, the empty aluminum sample containers should be rinsed with the same product from the TT. Sample shall be sealed & labeled and jointly signed by dealer / dealer's representative and TT driver before unloading the TT.

The Contractor will have the option to obtain another set of samples (2x1 liter of MS and/or 1x1 liter HSD) duly labeled and jointly signed, for retention. On such request from the Contractor, dealer should hand over this set of samples against payment to the TT driver/Contractor'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.

4.2 Procedure for Dealing with Suspected Irregularities

The following procedure shall be followed for dealing with the suspected irregularities involving product quality and quantity.

- a. inform Sales Officer / Location In-charge/
- 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 / / 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 / / status of the security locking system and shall sign the statement.
- f. The TT, thereafter, shall be sealed / locked 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.



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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. of all level samples from the suspected stock in tank truck 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 samples 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. of all level samples from the suspected stock in tank truck 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 Sampling and Testing procedure shall be followed in line with MDG of 2012 effective 08-01-2013 (amendment 30.11.2022) or as amended from time to time.



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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 Contractor 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 Contractor (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.

Where, TL-1: the last TT retention sample

SL-1: supply location sample corresponding to TL-1

TL-2: the second last TT retention sample

SL-2: supply location sample corresponding to TL-2

**Note:* The latest MDG guidelines would remain valid and supersede above guidelines in case of any change in future.



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5. TANK TRUCK/TANK LORRY MONITORING

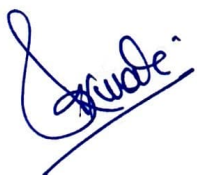
- 5.1 Carrier having agreement/ contract with the Oil Company for a TT, during the contract period or during the extension of the contract, shall not enter into agreement / contract with other company for the same TT. Carrier shall not enter into agreement with the Oil Company for the blacklisted TT. 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/ Contractor 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 / SAP STOs issued by receiving locations. The receiving location shall issue an indent slip / SAP STO 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.

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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 authorized by the respective Oil Company. Any repetitive deviation, as specified by Oil companies, from authorized 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 in-route, VMU is removed from TT, VMU is used on other vehicles then it shall 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-authorized stoppages enroute at a particular spot as specified by Oil companies. 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 or as specified by Oil companies. The TT not reaching the destination in specified time / unauthorized delays / unauthorized stoppages 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 as specified by Oil companies, 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.



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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 Oil company, 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 checkup, including eye-checkups in particular, 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. If found action will be initiated as outlined under clause no 8.
- 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.



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- 7.12 Any guidelines issued by Oil Marketing Companies in respect of Health, Safety, Environment, or any other Statutory/Govt Guidelines including Malpractice control shall be implemented by the Transporter.

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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:

i. Carriers with single TT

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, security deposit forfeited and the concerned carrier & the particular TT shall be blacklisted on Industry basis along with TT crew.

ii. Carriers with multiple TTs

a) 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 & penalty as per clause no 8.2.3 shall be applicable.

b) In case of second incident of adulteration, the whole contract comprising of all the TTs belonging to the concerned carrier shall be terminated, security deposit forfeited and the concerned carrier & all the TTs shall be blacklisted on Industry basis along with TT crew of the concerned TT.

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, security deposit forfeited and all TTs shall be blacklisted on industry basis along with the TT crew of the concerned TT/s.

- a. It is the obligation of the transporter to deliver the right quality and quantity product to the customer/ consignee / location. In case due to the act of the

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- transporter the product becomes off spec, the concerned Oil Marketing Company has the right to make recovery for the product loss.
- 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 as determined and sustained by the concerned Oil Company for disposal of the contaminated product shall also be recovered from the Contractor.
 - 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.
 - f. In case of product failure as a result of inter compartment leak, penalties mentioned above shall not be applicable. However, incidental expenses, cost of product and any other expenses including freight as determined and sustained by the concerned Oil Company for disposal of the contaminated product shall be recovered from the Contractor.

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. Substitution of TT crew without intimation to supply location after TT loading during transit / delivery at receiving locations premises.
- e. Refusal to carry loads allocated by the location.
- f. Non-wearing of PPEs / safety harness as per guidelines of OMC.
- g. Reported case of non-wearing of retractable seat belt while driving.
- h. Non-functioning of Fire Extinguisher carried by TT.
- i. Polluting environment due to product spillage from tilting or leaky vehicles or overflow while loading attributable to fault of TT crew, including cases of accident/ unsafe driving or due to product spillage at the loading location premises, receiving location premises or enroute.
- j. Accident involving injury or damages to the facilities at the workplace.
- k. Fatal accident at the workplace or enroute



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- l. Tampering with standard fittings of TT including the sealing, security locks, security locking system, calibration, Vehicle Mounted Unit, or its fittings/ fixtures.
- m. Additional fittings for the purpose of pilferage or malafide intent.
- n. Unauthorized use of TT for products other than the petroleum products for which it has been engaged.
- o. Entering into contract based on forged documents/ false information.
- p. Submission of forged document / disclosure of false information during the execution of contract.
- q. Entering into an agreement for the same TT with other oil companies
- r. Irregularities under Legal Metrology Act and Rules
- s. Not lodging FIR with the Police in case of accident, not informing/ submitting accident report to the Oil Company about the accident / delayed submission of accident information
- t. "Pilferage" means stealing or attempt to steal product from tank truck used for transportation of product and shall include any unauthorized attempt or act of tampering with tank truck.
- u. Short delivery of product.
- v. 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.
- w. Manhandling of Location employee at workplace or outside by TT crew or transporter.
- x. Carrying of narcotics / contraband / illegal substances/ smuggling/ stolen items.
- y. Non-Delivery of product. / Delivery of product to anyone other than the consignee.
- z. Carrying unauthorized persons in cabin.
- aa. TT driver driving the Tank Truck without a helper at Loading location, enroute delivery location or while coming back to the loading location.
- bb. Short delivery of product without valid reasons.
- cc. TT crew not wearing uniform /PPEs at loading / unloading location.
- dd. Manipulation with TT Loading equipment / automation at loading locations of Oil Marketing Company by TT crew.
- ee. Adulteration / contamination of product carried in Tank Truck
- ff. Any kind of obstruction/hinderance caused by Carrier / Carrier Representative, TT and / or crew to perform smooth operations of the location.
- gg. Damage to Oil Company Property at location or customer premises.



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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 instances		
		First	Second	Third
8.2.2.1	(a) Reported non-wearing of retractable seat belt while driving. (b) Over speeding violation as per Oil Company guidelines (c) Carrying unauthorized persons in cabin. (d) Substitution of TT crew without intimation to supply location.	TT shall be suspended for 7 days	TT & TT crew shall be suspended for 15 Days	TT & TT crew shall be suspended for 1 month.
<i>Note - In case of fourth instance or onwards, same penalty as in case of third instance, shall be imposed.</i>				
8.2.2.2	(a) Refusal to carry loads allocated by the location. (b) Irregular reporting of TT at loading location without permission of the location.	TT & TT Crew shall be suspended for 7 Days.	TT & TT Crew shall be suspended for 3 months.	TT & TT crew shall be blacklisted.
8.2.2.3	(a) Established repetitive unauthorized stoppage enroute (b) Established repetitive unauthorized diversion from specified route	TT & TT Crew shall be suspended for 1 month.	TT & TT Crew shall be suspended for 3 months.	TT & TT crew shall be blacklisted.

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8.2.2.4	<p>(a) Established case of pilferage or short delivery of product by more than 2% of dispatched quantity without justifiable reasons.</p> <p>(b) Established case of non-delivery of product and / or delivery of product to other than the consignee.</p>	<p>TT & TT Crew shall be blacklisted along with recovery of product loss from the transporter.</p>		
	<p>(c) Manhandling of a Location employee at workplace or outside by TT crew or transporter.</p> <p>(d) Established case of carrying of narcotics / contraband / illegal substances/ smuggling/ stolen items.</p>	<p>Concerned TT & TT Crew shall be blacklisted.</p> <p>(if transporter manhandles action shall be taken as per clause 8.2.2.18 of this ITDG)</p> <p>TT & TT Crew shall be blacklisted</p>		
8.2.2.5	<p>Short Delivery of product having shortage more than 0.6% but less than or equal to 2% of the dispatched quantity without any justifiable reasons.</p>	<p>TT & TT Crew shall be suspended for 1 Month along with recovery of product shortage from the transporter</p>	<p>TT & TT Crew shall be suspended for 3 Months along with recovery of product shortage from the transporter</p>	<p>TT & TT Crew shall be suspended for 6 Months along with recovery of product shortage from the transporter</p>

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Note - In case of fourth instance or onwards, same penalty as in case of third instance, shall be imposed.

8.2.2.6	<p>(a) Non-availability/non-functioning of TT fire extinguisher.</p> <p>(b) Not wearing uniform.</p> <p>(c) Not wearing PPEs at loading/un-loading locations.</p> <p>(d) Established case of TT driver driving the Tank Truck without a helper enroute delivery location or at delivery location or while coming back to the loading location.</p>	TT & TT Crew shall be suspended for 7 days.	TT & TT crew shall be suspended for 1 months.	TT & TT crew shall be suspended for 3 months.
<i>Note - In case of fourth instance or onwards, same penalty as in case of third instance, shall be imposed.</i>				
8.2.2.7	Established case of TT crew being found in intoxicated state at loading location, customer premises, receiving location or enroute.	TT & TT crew shall be suspended for 3 months.	TT & TT crew shall be blacklisted.	
8.2.2.8	<p>(a) Established case of tampering/ damaging of VMU.</p> <p>(b) Established intentional disconnection of power/cable of VMU enroute.</p> <p>(c) Unauthorized removal of VMU from original mounting.</p>	TT & TT crew shall be blacklisted.		
8.2.2.9	Accident at the location leading to injury of persons or damages to the facilities.	TT & TT Crew shall be suspended for 3 months along with recovery of losses /	TT & TT crew shall be blacklisted along with recovery of	





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		damages from transporter as specified by Oil company.	losses / damages from transporter as specified by Oil company.	
8.2.2.10	Polluting environment due to product spillage from tilting or leaky vehicles or overflow while loading attributable to fault of TT crew, including cases of accident/unsafe driving or due to product spillage at the loading location premises, receiving location premises or enroute.	TT & TT Crew shall be suspended for 1 month along with recovery of product loss and from the transporter.	TT & TT crew shall be blacklisted along with recovery of product loss from the transporter.	
8.2.2.11	(a) Fatal accident at the workplace i.e., Location /TT Parking Area /RO/Consumer or any other customer's premises.	TT & TT Crew shall be blacklisted.		

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	(b) Fatal accident outside loading location where, as per FIR / internal inquiry by Oil Marketing Company, the fault of TT crew is established.	TT & TT crew shall be suspended for 6 months.	TT & TT Crew shall be blacklisted.	
8.2.2.12	Established Irregularities under Legal Metrology Act and Rules	TT & TT Crew shall be blacklisted.		
8.2.2.13	(a) Tampering with standard fittings of TT including sealing, security locks, security locking system and calibration. (b) Established case of manipulation / tampering with TT Loading System / automation equipment at loading locations of Oil Marketing Company by TT crew.	TT & TT Crew shall be blacklisted.		
8.2.2.14	Unauthorized use of TT outside the contract.	TT shall be blacklisted.		
8.2.2.15	(a) Entering into contract based on forged documents / false information.	Entire fleet along with carrier to be blacklisted, SD to be forfeited, and the transportation		





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	(b) Submission of forged documents during the contract period.	contract to be terminated. Concerned TT shall be blacklisted		
8.2.2.16	Entering into an agreement for the same TT with other oil companies.	Concerned TT shall be blacklisted.		
8.2.2.17	(a) 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.		
	(b) Delayed reporting of fatal accident beyond 12 hours	TT shall be suspended for 1 month		
8.2.2.18	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.	As decided by the company		
8.2.2.19	Any kind of obstruction/hinderance caused by Carrier / Carrier Representative, TT and / or crew to perform smooth operations of the location.	Concerned TTs & TT Crew shall be suspended for 3 months.		

8.2.3 Monetary Penalties in case of Suspension and Blacklisting

During the validity of transportation contract, in the first case of blacklisting of a TT, a penalty of Rs 1 Lakh will be imposed on the Transporter. In case of blacklisting of 2nd TT, a penalty of Rs 3 Lakhs will be imposed. However, in case of blacklisting of 3rd TT, the entire fleet along with the carrier will be blacklisted, SD will be forfeited, and the transportation contract will be terminated.



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If multiple TTs are blacklisted for a malpractice committed at same time or different times, each TT will be counted as separate case of blacklisting and accordingly the penalties as per 1st, 2nd and 3rd malpractice will be applied.

Above penalties imposed are in addition to the recovery for the short delivery of the product 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 Contractor is established even in first instance of malpractice, the entire fleet will be blacklisted, contract terminated & carrier blacklisted along with forfeiture of SD.

In the under mentioned cases, 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 / Quantity and / or may lead to pilferage of product.**
- 2. Illegal/un-authorized duplicate keys of security locks.**
- 3. Duplicate dip rod/ duplicate or forged calibration chart**

The blacklisting of TTs shall be on Industry basis. The blacklisting period shall commence from the date of incident /suspension of TT. However, blacklisting of carrier or transporter shall start from the date of issuance of termination order to the transporter.

8.2.4 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. However, the TTs, on completion of Blacklisting period, shall not be allowed to ply under the same contract. NOC may be issued to such Blacklisted TTs by respective Oil Companies if the Carrier desires.

The blacklisting of TTs and TT crew shall be on Industry basis.

8.2.5 This ITDG shall be applicable for all such incidents occurred on or after 01.11.2024.



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Annexure – I Amendment Record

Amendment No.	Date	Pages	Date Received	Clause	Signature

Annexure – II

SAMPLE TAG

Product		Tank Truck / Tank Lorry No.	
Location		Name of Dealer/Direct Customer	
Document No.		Date & Time of Sampling	
Type of Sample		Compartment No.	
Reasons for testing			
Names & Signatures			
Carrier	Dealer / Direct Customers		Oil Company