In exercise of the powers conferred by section 61 of the Petroleum and Natural Gas Regulatory Board Act, 2006 (19 of 2006), the Petroleum and Natural Gas Regulatory Board hereby makes the following Regulations, namely:

1. Short title and commencement.

(1) These Regulations may be called the Petroleum and Natural Gas Regulatory Board (Access Code for Common Carrier or Contract Carrier Petroleum and Petroleum Products Pipelines) Regulations, 2013.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.

(1) In these Regulations, unless the context otherwise require,

(a) "access arrangement" means a contract document between the authorized entity and the shipper specifically defining terms and conditions for the access to the petroleum and petroleum products pipeline and placed on the web site of the authorized entity;

(b) "Act" means the Petroleum and Natural Gas Regulatory Board Act, 2006";

(c) "appointed day" means the date of October 1, 2007 when the Central Government notified the establishment of the Petroleum and Natural Gas Regulatory Board;

(d) "batch" means a quantity of petroleum product of like specifications moved through the pipeline as an identifiable unit.

(e) "Board" means the Petroleum and Natural Gas Regulatory Board (PNGRB) established under the Petroleum and Natural Gas Regulatory Board Act 2006;

(f) "Capacity":

i. "booked capacity" means maximum daily quantity (MDQ) of petroleum and petroleum products on any day to be delivered at an entry point or off taken at an exit point as per the Access
Arrangement between the shipper and the transporter;

ii. “contracted capacity” means the petroleum and petroleum products quantity contracted for transportation through a pipeline system on daily, monthly or yearly basis;

(g) “custody transfer meter” means a device or a set of devices which measures the quantity of petroleum and petroleum products for transfer of custody from one entity to another;

(h) “dispute” means any conflict or difference arising between the entities under or in connection with these Regulations or the access arrangement or with regard to specification(s) of the product(s);

(i) “entry point” means the point at which the petroleum and petroleum products delivered by shipper is injected into the petroleum and petroleum products pipeline;

(j) “exit point” means the point at which the petroleum & petroleum product is withdrawn from the petroleum products pipeline for delivery to the shipper as per the access arrangement;

(k) “grade” means the classification of petroleum and petroleum products according to its chemical composition and characteristics such as its Research Octane Number (RON), sulphur content, additive content, freezing point and the quantity or proportion thereof;

(l) “grade band” means the range of minimum and maximum acceptable composition, characteristics, quantity or proportion thereof for petroleum and petroleum product(s).

(m) “Interface” means the mixture which occurs in normal pipeline operations between batches of petroleum products having different specifications.

(n) “Transmix” also known as interface, the product removed from the pipeline system between two separate product batches that cannot be blended with the first or second product.

(o) “maximum daily quantity” means the maximum volume of petroleum and petroleum products contracted, booked or scheduled for delivery in a particular day within twenty four hours of the day;

(p) “petroleum and petroleum products pipeline” means any pipeline including a branch or spur lines for transport of petroleum and petroleum products and includes all connected infrastructure such as pumps, metering units, storage facilities at originating, delivery, tap off
points or terminal stations and the like connected to the common carriers or contract carriers including line balancing tanks and tankage required for unabsorbed interface, essential for operating a pipeline system but excluding pipelines, which are dedicated for supply of petroleum products to a specific consumer which are not for resale:

Provided that the transporter may own, hire, outsource or use on hospitality basis such connected facilities on non discriminatory basis;

Note: For the purpose of access, the facilities declared by the authorized entity for operating a petroleum and petroleum project pipeline system shall be considered as common carrier or contract carrier.

(q) "petroleum and petroleum products pipeline section" means a part of petroleum and petroleum products pipeline between an entry point and an exit point or between two exit points or between two entry points;

(r) "shipper" means an entity and also includes a consumer who intends to utilize the capacity in the pipeline for transmission of petroleum and petroleum products;

(s) "transportation loss" (TL) means the unaccounted quantity of petroleum and petroleum products resulting due to inaccuracy of custody meter, leakages or releases during regular operation and maintenance of the pipeline system but not occurring due to any third party damage;

(t) "transporter" means an entity authorized by the Board or authorized by the Central Government prior to the appointed date for laying, building, operating or expanding petroleum and petroleum products pipeline;

(u) "unit of measurement" means unit for measurement of quantity of petroleum and petroleum products excluding LPG and shall be in kilo liter corrected as per American Society for Testing and Materials (ASTM) table 54B for density of the product at 15 degree Celsius or shall be Metric Tonne as the case may be. For LPG the "unit of measurement" shall be Metric Ton.

Provided that this measurement should be corrected by density over 24 hours to get the mass of petroleum product for the purpose of accounting.

(2) All other words and expressions used herein but not defined shall have the same meanings respectively assigned to them in the Act.
3. **Application.**

(1) These Regulations shall apply to all entities operating or proposing to operate petroleum and petroleum products pipeline and shipper who engages or intends to engage in transportation service for petroleum and petroleum products pipeline.

4. **Declaration of capacity.**

(1) The capacity of a petroleum and petroleum products pipeline shall be as determined by the Board as specified in the Petroleum and Natural Gas Regulatory Board (Determining capacity of Petroleum, Petroleum products and Natural Gas Pipeline) Regulations, 2010.

(2) The transporter shall declare capacity for petroleum and petroleum products pipeline system including entry and exit point-wise section capacity, and available capacity and host the same on its web site on the 1st of every month in the prescribed manner as per format specified at Schedule-I and shall send the information to the Board and the same shall also be hosted by the Board on its website.

(3) The available capacity declared by the transporter under sub-regulation (2) shall be available for use on common carrier or contract carrier basis or both and shall be allocated in line with the provisions under regulation 13.

5. **Petroleum and Petroleum Products parameters.**

(1) The petroleum and petroleum products to be transported shall be in accordance with the following products specification:

   (a) **Motor Spirit (MS)** - As per the latest version of Bureau of Indian Standards (BIS) - IS2796;

   (b) **High Speed Diesel (HSD)** - As per the latest version of Bureau of Indian Standards (BIS) - IS1460;

   (c) **Superior Kerosene Oil (SKO)** - As per the latest version of Bureau of Indian Standards (BIS) - IS1459;

   (d) **Naptha**: As per the latest version of Industry Quality Control Manual (IQCM);

   (e) **Liquefied Petroleum Gas (LPG)**: As per the latest version of Bureau of Indian Standards (BIS) - IS4576; and

   (f) **Aviation Turbine Fuel (ATF)**: As per the latest version of Bureau of Indian Standards (BIS) - IS1571;

**Note:** Petroleum and Petroleum Products specifications as above shall be applicable at exit point(s) of petroleum and petroleum products pipeline. Entry point(s) specifications shall compensate for deterioration during storage/transit.
(2) The authorized entity shall formulate the grade band for the petroleum and petroleum products to be transported through petroleum and petroleum products pipeline keeping in view the following parameters, namely:-

(a) grade of its own petroleum and petroleum products proposed to be transported;
(b) grade of firmed up contracted capacity of petroleum and petroleum products;
(c) requirements of downstream consumers of petroleum and petroleum products on the pipeline;
(d) technical requirement of the pipe line system; and
(e) grade of the inter-state pipelines either supplying petroleum and petroleum products into the pipeline system or receiving petroleum and petroleum products from this pipeline system.

(3) The transporter shall publish grade band referred to in sub-regulation (2) on its website within a period of one month of authorization by the Board, as referred to in sub-regulation (2) of regulation 4, under intimation to the Board in the format as provided in Schedule-II.

Provided that the entities authorized before the publication of these Regulations shall publish the grade band within a period of one month of the date of publication of these Regulations.

(4) Grade band referred to in sub-regulation (2) shall be applicable to all shippers on non-discriminatory basis.

(5) The transporter may review the Grade band for petroleum and petroleum products from time to time taking into account changes, if any, in the Industry Quality Control Manual (IQCM) / Bureau of Indian Standards (BIS) and accordingly would update the grade band details on its web site.

Provided further that transporter shall immediately inform the Board as and when such updation is carried out by the transporter besides putting the same on its web site.

(6) The threshold limits for elements in petroleum and petroleum products viz. specific gravity, viscosity, vapour pressure, permissible contamination level shall be as given in Schedule II.

(7) The transporter shall define the petroleum and petroleum products parameters at entry points in terms of petroleum and petroleum products hydraulics specifying the acceptable range of pressure and temperature and the same shall be hosted on the website of the transporter. In addition, minimum required batch size for different products, estimated transmix generation and pipeline loss allowance etc. shall also be hosted on the
website of transporter as well as it will become part of “Access Arrangement”.

(8) Shipper shall supply petroleum and petroleum products conforming to product specifications as published by the transporter under sub-regulation (3) of regulation 5 and given in Schedule II and the transporter shall deliver petroleum and petroleum product at exit point conforming to product specifications as per sub-regulation (3) of Regulation 5 above.

6. **Acceptance of Petroleum and Petroleum products:**

   (1) Petroleum and Petroleum products shall be accepted by the transporter for transportation:

   I. Only if it meets required quality and specifications as published by the transporter under sub-regulation (3) of regulation 5 and in schedule II.

   II. Only when product is free from any water, non-hydrocarbon blending elements and other impurities

   III. Only if any additives and inhibitors, including Drag Reducing Agent ("DRA") and corrosion inhibitor compound, to be included in shipper’s petroleum products have been accepted by the shipper. Shippers will be given 30 days notice stating any changes in additive or inhibitor to be injected (generic and trade name), the maximum quantity, the petroleum and petroleum products into which it will be injected, and the date, the injection shall begin.

   IV. Only when Petroleum and Petroleum Products are delivered by Shipper or made available to the transporter at the time mutually agreed by Shipper and Transporter to meet Transporter’s shipment schedule. If such Petroleum and Petroleum Products are not delivered by Shipper in time to meet said schedule, Transporter reserves the right to cancel, bypass or delay said shipment. Transporter reserves the right to require Petroleum and Petroleum Products to be available for shipment at entry point 24 hours prior to the time scheduled for shipment from entry point.

   V. Only if the shipper assures the availability of tankage / storage at the exit point at expected delivery time in case the tankage/storage is owned by the shipper.

   (2) Transporter may sample and/or test any batch for the specifications of petroleum and petroleum products received prior to acceptance or during receipt of batch, and, in the event of variance between shipper’s Quality Certification and transporter’s test, transporter’s test shall prevail.

   (3) In case of any dispute in test results, the testing or certification shall be carried out by an accredited third party as mutually agreed.
(4) In case of any fault in the test(s) of transporter, the expenses on this account shall be borne by the transporter and in case no fault is found in the test(s), the expenses shall be borne by the shipper.

(5) Transporter’s acceptance and delivery of petroleum and petroleum products to any facility provided by shipper shall not evidence transporter’s approval of the adequacy of such facilities or the competency of shipper’s personnel; responsibility for such facilities and personnel shall be exclusively that of the shipper.

(6) In the event the transporter has accepted petroleum and petroleum products for transportation in reliance upon shipper’s representations as to acceptance at exit points, and there is failure to accept such petroleum and petroleum products at exit points within mutually agreed time frame, transporter shall have the right to divert, re-consign or make whatever arrangements for disposal of the petroleum and petroleum products as it deems appropriate to clear the pipeline facilities including levy of pipeline idling charges as per the access arrangement.

(7) Transporter shall have the right to reject any petroleum and petroleum products offered for transportation which may be involved in litigation or the title of which may be in dispute, or which may be encumbered by a lien or charge of any kind. Transporter may seek the satisfactory evidence of shipper’s perfect and unencumbered title and/or satisfactory bond indemnifying transporter against any losses as per the access arrangement.

7. **Transmix and Transmix handling:**

(1) Wherever interface is being absorbed by the transporter during the transportation of the petroleum and petroleum products, suitable provision shall be duly incorporated in the access arrangement between shipper and transporter.

(2) Wherever interface absorption is not feasible, transmix generated between two petroleum and petroleum products in case of multi-product pipeline will be stored in a separate tank owned by transporter, where it may mix with other transmix / product.

(3) Transporter shall allocate transmix to shippers that have shipped the petroleum and petroleum products on the pipeline section in proportion to each shipper’s volume of petroleum and petroleum products transported in that pipeline section.

(4) Transporter will physically distribute transmix to the shippers as it becomes available to assure that over time each shipper receives its proportionate share.
(5) Shipper shall ensure to lift transmix share within mutually agreed time it is made available to shipper.

(6) Shipper will have sole responsibility for the disposition of its allocated transmix within mutually agreed period.

(7) The quantity of transmix given to shipper will be part of the petroleum and petroleum products delivered to shipper and shall be accounted in total products delivered to Shipper at exit points.

(8) Transporter may agree to lift transmix with suitable techno-commercial provisions mutually agreed and detailed as part of access arrangement.

8. **Demurrage:**

(1) If petroleum and petroleum products are delivered in transporter owned tank, then transporter shall have the right to clear tankage for incoming deliveries by advising shipper to withdraw the petroleum and petroleum products within mutually agreed time as per the access arrangement.

(2) Petroleum and petroleum products including transmix, not removed at the time period provided in sub-regulation (1) of the Regulation 8 above is subject to a daily demurrage charge as mentioned in the access arrangement. Demurrage charge shall continue until the shipper’s product including transmix has been removed from transporter’s tank.

(3) Third party agreements, if any, by Shipper for intermediate/additional storage shall not form part of access arrangement.

9. **Pipeline transportation loss**

(1) Transporter shall account to each shipper for all petroleum and petroleum products received. The pipeline transportation loss resulting from shrinkage, evaporation, sampling, dormant during storage and measurement error etc., which will be on shipper's account. This will be calculated for each batch of transportation and will be adjusted / settled to each shipper’s account in accordance with access arrangement.

Provided that the pipeline transportation loss shall be limited to 0.25% of the total volume of the petroleum and petroleum products transported in the pipeline on annual basis or limit prescribed by Central Board of Excise and Customs, or the actual whichever be the lowest.

(2) All other product losses not resulting from the transporter's negligence will be on the account of the concerned shipper(s). However, accounting of product loss due to pilferage shall be as per mutually agreed terms and conditions specified in access arrangement.
10. **Measurement and Accounting of petroleum and petroleum products.**

(1) The transporter shall ensure provision of necessary equipment including requisite infrastructure/arrangements at both the entry and exit points to measure petroleum and petroleum products quantity, composition, grade, pressure and temperature as specified in Regulation 12 and API Manual for Petroleum Measurement Standards.

(2) Provided that provision of necessary equipment including infrastructure/arrangements to measure petroleum and petroleum products composition & grade is mandatory for cases of custody transfer in terms of mass (e.g. LPG).

(3) Measurement of petroleum and petroleum products quantity shall be as per sub-regulation 10(1) either by usage of flow measuring equipment or, in case shipper's product is placed in transporter’s tankages inside the transporter's premises as per Access Arrangement, then by measurement of relevant tank dips. Services of a third party surveyor shall be used at the cost of the shipper as per the Access Arrangement.

(4) Measurement of grade and petroleum and petroleum products parameter as provided in sub-Regulations (1) and sub-regulation (3) shall be sufficient for billing and other contractual purposes for all exit points.

(5) Total error limit, accuracy and repeatability of the measuring equipment shall be as per the technical specifications of the Original Equipment Manufacturers (OEMs).

(6) The transporter shall carry out verification, calibration or proving of measuring equipment as per the relevant codes and standards and/or statutory requirements.

(7) The shipper may install check meters at requisite points with a pre-condition so as not to interfere with the measurement equipment installed by the transporter for custody transfer purpose.

(8) In case of any dispute in metering, the meter proving or certification shall be carried out by an accredited third party as mutually agreed.

(9) In case of any fault in the meter of transporter, the expenses on this account shall be borne by the transporter and in case no fault is found in the meter, the expenses shall be borne by the shipper.

(10) Petroleum & Petroleum products accounting shall be done on daily basis or as per mutually agreed billing cycle and/or the stipulations of Central Excise and/or Customs department(s) of Govt. of India and the petroleum and petroleum products reconciliation, billing & other terms shall be as decided...
between the transporter and shipper in accordance with access arrangement.

11. Obligations at entry point and exit point.

(1) At the entry point, shipper shall furnish certified laboratory reports of the petroleum and petroleum products offered for transportation from the accredited party as mutually agreed.

(2) At the entry point, when the shipper places the petroleum and petroleum products that does not meet the requirements as specified in sub-regulation (3) of regulation 5 and in Schedule II, in respect of grade band and threshold level of other elements of petroleum and petroleum products, the transporter may-

(a) refuse to accept it and in such cases shipper shall be liable to pay liquidated damages to the transporter as per the access arrangement; or

(b) accept any petroleum and petroleum products that does not meet the requirements of petroleum and petroleum products in terms of parameters-

(i) as specified in Schedule II:
Provided that transporter may charge reasonable cost of service from the shipper, as may be mutually agreed, for any additional facilities or treatment for cleaning up or integrity requirements of the pipeline and to upgrade petroleum and petroleum products to pipeline specifications;
Provided further that such grade of petroleum and petroleum products do not adversely affect the existing shippers' quality specifications committed by the transporter at the exit points;

(ii) as specified in sub regulation (3) of regulation 5:
Provided that the transporter may charge reasonable cost of service for the capacity adjustment from the shipper for transportation of such petroleum and petroleum products and for capacity constraints in the system;
Provided further that such grade of petroleum and petroleum products do not adversely affect the existing shippers' quality specifications committed by the transporter at the exit points.

(3) At the exit point, when the transporter delivers petroleum and petroleum products that does not meet the quality requirements as specified in sub-regulation (8) of regulation 5, the shipper may -

(a) refuse to accept delivery and in such a case the transporter shall be
liable to pay liquidated damages to the shipper as per the access arrangement; or

(b) accept the petroleum and petroleum products provided that shipper may charge reasonable cost of service from the transporter, as may be mutually agreed, for any additional facilities or treatment to upgrade petroleum and petroleum products;

(4) The transmix generated and/or absorbed between batches of different products during the pipeline transportation will be as specified in the sub-regulation (1) to (7) of the Regulation 7.

(5) Any entity authorized by the Board to lay, build, operate or expand a petroleum and petroleum products pipeline under the Petroleum and Natural Gas Regulatory Board (Authorizing Entities to Lay, Build, Operate or Expand Petroleum & Petroleum Products Pipeline) Regulations, 2010 or authorized to do so by the Central Government before the appointed day, can add new entry and exit point or abandon any existing entry and exit point on the pipeline on techno-economic considerations provided that the existing consumers or shippers on the pipeline are not adversely affected by the decision of the entity.

12. **Facilities at entry point and exit point.**

(1) Shipper shall arrange to deliver petroleum and petroleum products at entry point on the petroleum and petroleum products pipeline or storage facilities of the transporter as per the access arrangement and shall provide the requisite facilities, for custody transfer and delivery of petroleum and petroleum products to the transporter unless otherwise agreed to between shipper and transporter.

(2) Transporter may execute hooking up facility of shipper to the entry point at the cost of shipper.

(3) Shipper or his authorized nominee shall make their own arrangements to operate and maintain facilities upstream of entry points at his own cost and risk unless the facilities are provided by the transporter under a separate contract.

(4) The transporter shall own and operate facilities and measuring equipments at exit point for custody transfer and delivery of petroleum product to the shipper unless otherwise agreed to between shipper and transporter. The transporter may also offer storage facilities at the exit point in case the shipper requires on mutually agreed terms and conditions.

(5) The transporter may execute, at the cost of shipper, the facility of hooking
up of shipper facility with that of transporter at exit point.

(6) The shipper shall provide space and cooperate with the transporter in installing, operating, maintaining and modifying any specific exit point facilities when such exit point facilities are provided in the premises of the shipper on mutually agreed terms and conditions.

(7) The shipper may provide check meter, conforming to the applicable standard and specifications, at the exit point in petroleum and petroleum products pipeline:

Provided that in case of any variation in the readings in the meter of transporter and shipper, the reading of the transporter meter shall be taken as final.

(8) In case of any dispute in metering, the meter proving or certification shall be carried out by an accredited third party as mutually agreed.

(9) In case of any fault in the meter of transporter, the expenses on this account shall be borne by the transporter and in case no fault is found in the meter, the expenses shall be borne by the shipper.

13. Pipeline capacity booking.

(1) More than one shipper can hold capacity at any entry or exit point.

(2) The booked capacity shall be through a contract between shipper and transporter under the access arrangement.

(3) When a transporter receives a request for access from a shipper it shall respond within ten days from the date of receipt of request from the shipper-

(a) confirming that spare capacity exists to satisfy the request and specifying the charges and terms and conditions upon which it will make the service available; or

(b) advising that spare capacity does not exist to satisfy the request; or

(c) advising that the data provided by the shipper require technical study to accommodate his request and such study shall be completed within seven days; or

(d) advising that it is not technically or operationally feasible to provide access.

(4) The shipper may release the capacity in favour of other shippers to the
extent of the capacity booked under intimation to the transporter.

(5) The nomination of petroleum and petroleum products for transportation shall contain the expected petroleum and petroleum products flow details of one or more day’s daily-nominated quantities as per the agreed schedule between the shipper and the transporter.

14. Interconnection of common carrier and/or contract carrier petroleum and petroleum products pipelines.

(1) The interconnection of common carrier and/or contract carrier pipeline systems may be necessitated by either a transporter or a shipper and such interconnection shall be allowed subject to capacity available in the receiving common carrier pipeline provided it is operationally and technically feasible.

(2) The petroleum and petroleum products specifications for interconnecting pipelines should be compatible and as per the regulation 5.

(3) The cost of such interconnection including the infrastructure to facilitate access shall be borne by the entity that has triggered such requirement for interconnection provided it is executed by the transporter.

(4) The execution of the interconnection facilities may also be carried out by the shipper and transporter may facilitate such interconnection.

(5) The interconnection point shall be mutually agreed between transporter and the shipper.

(6) Interconnection of pipeline network is like adding an exit point to the existing pipeline and all such provisions shall be applicable for such interconnection.

(7) The entity denying the interconnection shall inform the Board within a week with the reasons thereof.

15. Methodology for providing access.

(1) The contracted capacity between shipper and transporter shall be in accordance to the provisions of sub-Regulation 5 (6) (i) of the Petroleum and Natural Gas Regulatory Board (Authorizing Entities to Lay, Build, Operate or Expand Petroleum and Petroleum Products Pipelines) Regulations, 2010 and Regulation 6 of Petroleum and Natural Gas Regulatory Board (Guiding Principles for Declaring or Authorizing Petroleum and Petroleum Products Pipelines as Common Carrier or Contract Carrier) Regulations, 2012.

(2) The extra capacity for use as common carrier by any third party on open access and non-discriminatory basis shall be allocated on first come first serve
16. **Planned maintenance.**

   (1) The transporter is required to draw up and publish a maintenance plan well ahead of time for a defined period identifying those entry and exit points where petroleum and petroleum products flows may be restricted by maintenance works, the extent of the restrictions and the time of occurrence and the transporter shall plan such maintenance so as to minimize disruption to affected parties and can request information from shippers on their survival flows at entry and exit points to assist the transporter for such maintenance schedule.

   (2) Dates for scheduled maintenance shall be informed well in advance which can be adjusted on thirty days advance notice to and from affected shippers.

   (3) The planned maintenance period shall not exceed ten days in a year but in no case more than five continuous days per event.

   (4) Transporter and shipper may further mutually agree upon the time and extent of the scheduled planned maintenance for the shipper’s facilities not affecting the time limits provided for transporter’s maintenance plan at sub-regulation (3) of Regulation 16 above.

17. **Information about force majeure.**

   (1) The affected party shall on occurrence of any *force majeure*-

   a) as soon as reasonably practicable notify each of the other parties of the occurrence and nature of the *force majeure*, the expected duration thereof insofar as the same can reasonably be assessed and the obligations of the affected party performance of which is affected thereby; and

   b) from time to time thereafter provide to each other party reasonable details of the following, namely-

      (i) developments in the matters notified under clause (a);

      (ii) the steps being taken by the affected party to overcome the *force majeure* occurrence or its effects and to resume performance of its relevant obligations.

   (2) The entities shall be relieved of their respective obligations in the event of *force majeure* except for the obligation to pay when due.
18. **Operational planning.**

   (1) Shipper shall make daily, weekly or monthly nominations to the transporter for the quantities of petroleum and petroleum products that it wishes to deliver to at a particular entry point and off-take at a particular exit point from the pipeline system in line with the provisions under these Regulations.

   (2) (a) Transporter shall schedule the quantities of petroleum and petroleum products for transportation based on the nominations received and capacity available in the pipeline system.

   (b) Transporter may schedule the nomination for quantities of petroleum, and petroleum products over and above the booked capacity subject to a maximum of ten per cent of the declared pipeline capacity.

   (3) (a) Transporter shall allocate quantity of petroleum and petroleum products to various shippers as determined under clause (b) of sub-regulation (2) and as per the scheduling exercise.

   (b) Allocation scheduled shall be delivered to the shippers as per the destination wise (exit point wise) schedule prepared.

19. **Emergencies.**

   The procedures to be followed by shipper and the transporter in the event of an emergency shall be included in the access arrangement by shipper and transporter on mutually agreed terms.

20. **Confidentiality of information.**

   All documentation, information, data, submissions and comments disclosed or delivered whether in writing or otherwise by any entity to the transporter, shipper or to any other party either in connection with or in consequence of the requirements of these Regulations shall be regarded and treated as confidential and shall not be disclosed either in full or part of any or all of the documentation, information, data, submissions and comments including the contents and copies thereof in any form except in connection with any proceedings in any court.

21. **Miscellaneous.**

   1. The Board may issue guidelines from time to time relating to Access Code for Common Carrier or Contract Carrier Petroleum and Petroleum Products Pipelines.

   2. If any dispute arises with regards to the interpretation of any of the provisions of these regulations, the decision of the Board shall be final.
### Schedule – I

**Format for declaring capacity of Pipeline**

(See regulation 4(2))

1. Name of entity:
2. Name of pipeline:
3. Details of capacity of Pipeline (as per table below):

<table>
<thead>
<tr>
<th>Name of Section</th>
<th>Capacity approved by PNGRB</th>
<th>Break up of capacity for period .......... (MMT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Including Common Carrier (MMT)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Common Carrier (MMT)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Own Requirement</td>
<td>Firmed-up contracted capacity with other entities for a period of at least one year</td>
<td>Common Carrier Capacity with other entities for a period of less than one year</td>
</tr>
<tr>
<td>Contracted</td>
<td>Available</td>
<td>Contracted</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Number of entry points on the pipeline route:
5. Location of entry points:
6. Number of exit points:
7. Location of exit points:
8. Technical parameters:
   (a) Inlet pressure at entry point:
   (b) Grade band at entry point:
   (c) Temperature:
   (d) Other elements as per Schedule - II:
9. Any demand pending with the transporter for common carrier usage of the pipeline along with duration of such pendency:
10. Preference on entry and exit points:
### Schedule – II

(See Regulations 5(3), 11(2)(b)(i))

**Petroleum Product Physical Characteristics Specifications**

<table>
<thead>
<tr>
<th>(A) For Motor Spirit (EURO-IV)</th>
<th>(B) For High Speed Diesel (EURO-IV)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parameter</td>
<td>Limit</td>
</tr>
<tr>
<td>Sulphur (Maximum ppmw)</td>
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</tr>
<tr>
<td>Research Octane Number (RON) (Minimum)</td>
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</tr>
<tr>
<td>Benzene, Vol % (Maximum)</td>
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</tr>
<tr>
<td>Aromatics, Vol% (Maximum)</td>
<td>As per latest IS:2796</td>
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<tr>
<td>Olefins, Vol% (Maximum)</td>
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</tr>
<tr>
<td>Motor Octane Number (MoN) (Minimum)</td>
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<tr>
<td>Reid Vapour Pressure (RVP) (Maximum)</td>
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</table>

<table>
<thead>
<tr>
<th>(C) For other Petroleum Products</th>
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</thead>
<tbody>
<tr>
<td>Products</td>
</tr>
<tr>
<td>Liquefied Petroleum Gas (LPG)</td>
</tr>
<tr>
<td>Superior Kerosene Oil (SKO)</td>
</tr>
<tr>
<td>Aviation Turbine Fuel (ATF)</td>
</tr>
<tr>
<td>NAPTHA</td>
</tr>
</tbody>
</table>