

Standard Operating Procedure for handling of Ammonium Nitrate at Paradip Port Authority (as per provision under Ammonium Nitrate Rules, 2012)

1. Scope:-

Ministry of Ports, Shipping and Waterways vide Gazette Notification No.3298 dated 21.10.2020 has notified Paradip Port for import of Ammonium Nitrate, in bagged form, in India, by sea under rule 6(4)(c) of the Ammonium Nitrate Rules, 2012. Hence, Import of Ammonium Nitrate shall be allowed in bagged form or in containers stuffed with bags, in Paradip Port.

2. Standard Operating Procedure:-

- (i) Ammonium Nitrate shall be allowed to be imported only in bagged form or in containers stuffed with bags. Stuffing of bags is allowed in containers at hook point.
- (ii) The Importer shall maintain records of Ammonium Nitrate received and dispatched to each importer to ensure accountability, identification and traceability and file returns.
- (iii) Each bag of Ammonium Nitrate must have the following information in conspicuous and indelible characters, by means of stamping or painting:-
 - (a) The word "Ammonium Nitrate"
 - (b) Purity in percentage
 - (c) The name, address and license no. of manufacturer and converter or importer.
 - (d) Identification no. of the package or bar coding.
 - (e) The net weight of Ammonium Nitrate.
 - (f) The gross weight of the package.
 - (g) Date of bagging & batch number.
 - (h) Name, address, license no. And unique identification number of stevedoring agent (if any).

The bags shall be serially numbered by means of stencilling, bar coding by RFID tags or any other means by the manufacturer or importer prior to landing / immediately after landing prior to delivery.

- (iv) The imported Ammonium Nitrate shall be immediately removed from the Port to the Importer's warehouse. The dispatch of bags will be allowed only after observing all formalities as per para (iii) above.
- (v) The cargo so loaded onto the trucks/dumpers will be taken delivery of directly from the hook point and removed from the Port premises immediately after landing. No transit storage of cargo inside the Port Prohibited area/Custom bonded area will be allowed. Stuffing of bags is allowed in containers at hook point only. Stuffing/ De-stuffing of cargo inside the Port Prohibited area/Custom bonded area will not be allowed.

(vi) Declaration by importer:-

A person holding an import license granted under these rule shall furnish a declaration to the licensing authority and the Chief Controller;

- (a) In Form R-3 under part – 3 Schedule II as soon as ship carrying Ammonium Nitrate sails from the port of loading;
- (b) In Form R-4 under part-3 of Schedule II as soon as any shipment of Ammonium Nitrate cleared at the port of import.

(vii) Declaration by Master of ship or by the ship's agent:-

- (a) the master of every ship carrying Ammonium Nitrate or the agent for such ship shall give the PPA not less than seventy two hours notice of its intended arrival at the Port;
- (b) the master of every ship carrying Ammonium Nitrate shall deliver to the pilot before entering PPA, a written declaration in Form C-1, under Part 4 of Schedule II, provided that if in anticipation of a ship's arrival, the agent for such ship delivers to the PFSO/Deputy Conservator,PPA a written declaration as aforesaid under his signature, no such declaration need to be made by master of the ship;
- (c) Every declaration delivered to a pilot under clause (b) as above shall be made over by master without delay to the PPA and all declarations received by the PPA shall be forwarded by master, with all convenient dispatch to Paradip Customs.

(viii) Restriction of Transport:-

- (a) The Ammonium Nitrate shall not be transported with any other explosives, inflammable substances, oil, gases, carbonaceous matter, etc.
- (b) No Ammonium Nitrate shall be transported in any carriage vessel plying for or carrying passengers on hire.

(ix) Restriction on delivery or dispatch:-

- (a) No person shall deliver or dispatch Ammonium Nitrate to anyone other than a person who
 - (1) Is the holder of a license to possess the Ammonium Nitrate or the agent of a holder of such a license duly authorized by him in writing on his behalf or
 - (2) Is entitled under these rules to possess the Ammonium Nitrate without a license.
- (b) The Ammonium Nitrate so delivered or dispatched shall in no case exceed the quantity at any point of time for which the person is holding a license under these Rules.
- (c) No person shall receive Ammonium Nitrate from any person other than the holder of a license under these Rules.

(x) Restriction on handling Ammonium Nitrate:-

No person shall handle or cause to be handled any Ammonium Nitrate between the hours of sunset and sunrise:

Provided that nothing in this rule shall apply to handling of Ammonium Nitrate during the dark hours if proper illumination is provided in the area and the place is guarded.

(xi) Restriction on employment of children, intoxicated persons and certain other persons.

No person shall employ, allow or engage a person.

a) who is below the age of eighteen years; or

b) who is in a state of intoxication; or

c) who is mentally or physically challenged,
for manufacture, conversation, bagging, storage, sale, loading, unloading or transport of Ammonium Nitrate or to enter any premises permitted under these rules.

(xii) Restriction on toxic, corrosive, dangerous or flammable substances:

No toxic, corrosive or flammable or otherwise dangerous substances such as carbonaceous matter, reducing agents, petroleum, carbide or calcium, compressed gases or any other chemical which may react with Ammonium Nitrate in a manner that may result in an explosion shall be allowed in the premises meant for manufacture, conversation, bagging, storage, import, export, transport or handling of Ammonium Nitrate.

(xiii) Restriction on use:-

All operations associated with stevedoring, bagging, handling, transport and use of Ammonium Nitrate in any building or part thereof shall be carried out under the supervision of a person employed by the license holder who is conversant with the process thereof and the hazard connected therewith and the provisions of these Rules.

(xiii) Recovery of spillage during handling:-

If any spillage occurs during the process of handling of Ammonium Nitrate at any stage, it should be carefully collected and bagged and accounted for and the spillage, if not contaminated may be transferred expeditiously only to a licensee after proper accounting.

(xiv) In the event of spillage of this cargo, such spillage should not be rolled over by weight or any such method under any circumstances. Spillage of this cargo, if any, should be immediately swept out separately and cleared away immediately by your responsible competent person in consultation with the Vessel Agent and Stevedore.

- (xv) Ship's fire-fighting appliances on-board the vessel should be kept in readiness at all times to any emergency. Adequate supplies of water for fighting purposes should be immediately available from the fire hydrant/main whenever this material is on-board. In case this cannot be supplied by the ship's pumps it should be augmented to the required quantity by means of portable pumps. Fire-fighting personnel should be present during the entire period of unloading/handling and delivery of the said cargo from the dock area.
- (xvi) The unloading, handling and delivery operation of the said cargo are to be carried out under direct supervision of 'Competent Person' from the Importer as well as the Vessel Agent side as they will be jointly and severally responsible for any lapses or mishaps. Further, the Importer shall submit, shift-wise, the details of the Competent Person and a list of personnel being deployed at General Cargo Berth (GCB) office before commencement of each shift.
- (xvii) The Importer and Vessel Agent should indemnify the PPA for any damage/injury to the Port's property, personnel etc. or even any liabilities arising out or damage to third party during the time of unloading, handling and delivery of the said cargo at/from the dock area. A liability may arise by or arising due to the entry of vessel into the Port till the vessel completely leaves the Port for beginning of another transaction. The liability in respect of each and every act of the import of Ammonium Nitrate till it is totally free from this transaction shall be made good by means of an indemnity bond by the Importer/Vessel Agent of the vessel. Format of the indemnity bond is enclosed as **Annexure-A** and **Annexure-B**.
- (xviii) The cargo so loaded onto the trucks/lorries/dumpers will be taken delivery of directly from the hook point and removed from the Port premises immediately after landing. No transit storage of cargo inside the dock will be allowed. The deputed agents/agencies will keep all arrangements ready accordingly. No stuffing and de-stuffing of cargo is permitted. Stuffing of bags is allowed in containers at hook point only.
- (xix) The deputed agents/agencies should ensure that the wharf is fully cleaned and that no spillage whatsoever is left on the wharf after completion of discharge of the vessel.
- (xx) The license holder shall submit monthly returns of Ammonium Nitrate manufactures, converted, stevedored, received, sold, transported, used, destroyed or imported or exported to the license issuing Authority, the District Magistrate and Superintendent of Police in the form specified in Para 3 of Schedule II so as to reach the above authority on or before the tenth day of every succeeding month.
- (xxi) The license holder shall maintain record and make transaction and file returns by electronic means when directed by the license issuing authority or the Central Government.

- (xxii) In case of any accident, loss, or theft of Ammonium Nitrate, License Holder should take necessary action as per sections 52 and 53 of Ammonium Nitrate Rules, 2012. A copy of the report shall also be submitted to Traffic Manager, PPA.
- (xxiii) The Vessel Agent will inform the Safety Officer, PPA and PFSO/Deputy Conservator, PPA regarding arrival of the vessel, berthing of the vessel, commencement of discharge of the cargo, completion of discharge of the cargo and sailing of the vessel.
- (xxiv) The Importer and Vessel Agent will inform Inspector of Dock Safety regarding import consignment of Ammonium Nitrate and obtain an acknowledgement of receipt of the same.
- (xxv) The vessel agent shall place requisition with the Port well in advance for deployment of Port fire service during handling the cargo and applicable charges will be duly paid.
- (xxvi) An Undertaking shall be submitted by the Importer that the said cargo is well within the stipulated conditions and standards as per Environment Protection Act, 1986. All the relevant provisions of "Manufacturing, Storage & Import of Hazardous Chemicals (MSIHC) Rules 1989" would be followed. All the rules/regulations/instructions/procedures/acts etc would be followed without any deviation. Any amendments to the applicable rules/ regulations/ instructions/ procedures/ acts etc would be followed. Safety norms and procedures will be strictly complied by all the parties involved in Import of Ammonium Nitrate.
- (xxvii) Agent of Vessel carrying Ammonium Nitrate for import shall submit necessary information as prescribed in '**Form-A**' (enclosed as **Annexure-C**) atleast 3 (three) clear working days, in quadruplicate, prior to the arrival of the vessel to the PFSO/Deputy Conservator, PPA. If found satisfactory, Form-A will be endorsed by the PFSO/Deputy Conservator, PPA. After endorsement, the first copy will be retained by the PFSO/Deputy Conservator, PPA, the Vessel Agent will submit the second copy to Traffic Manager, PPA and the third copy to Stevedore appointed by the Importer and the fourth copy will be retained by the Vessel Agent.
- (xxviii) The vessel agent as well as the License Holder shall keep necessary arrangements in place for meeting any emergency or accident which may occur during cargo transfer on board and ashore. The stevedore shall ensure use of appropriate Personal Protective Equipment, spark proof/friction proof tools, cargo moving equipment and lifting appliances etc. Welding, burning, cutting or other operation involving the use of fire, open flame, spark or arc welding is strictly prohibited on board the vessel and in the vicinity of operation during the handling of Ammonium Nitrate. Master of vessel shall ensure that lifting appliances of the vessel under his command are in good condition and these are properly certified.

(xxix) The Vessel Agent/Stevedore/Importer will be required to furnish the documents listed below, prior to declaration of vessel/after completion of discharge, wherever applicable, to PPA. Notwithstanding to the below documents, the Importer should ensure that the other required documents, if any, shall be submitted by the parties involved in Import of Ammonium Nitrate to PPA.

| Sl.No. | Name of the Document | To be submitted by |
|--------|--|--|
| 1 | Relaxation of provisions of Merchant Shipping (Regulation of Entry of Ships into Ports, Anchorage & Offshore Facilities) Rules, 2012 issued by Ministry of Ports, Shipping and Waterways, GOI. | Vessel Agent |
| 2 | Copy of valid License obtained from Licensing Authority as per Sr. No. 2, 4 & 5 of schedule I of Ammonium Nitrate Rules 2012 for transport and import of Ammonium Nitrate (As per License Form P-2, P-4 & P-5 of Ammonium Nitrate Rules, 2012). | Stevedore/ Transporter/ Importer |
| 3 | Copy of Commercial Invoice, Packing List, Bill of Lading, IGM for every consignment. | Importer |
| 4 | Certificate of Cargo Analysis, specification etc. as per Rule No.9 of Ammonium Nitrate Rules, 2012. | Importer |
| 5 | Copy of intimation submitted by the Consignor to the Superintendent of Police at the place of dispatch as well as at the place of receipt as per Form R-11 (a) of Part-3 of Schedule-II in terms of Rule No.20(3) of Ammonium Nitrate Rules, 2012. | Importer |
| 6 | Clearance of Odisha State Pollution Control Board | Importer |
| 7 | Indemnity Bond to Indemnify PPA, as per format enclosed at Annexure-A and Annexure-B | Importer & Vessel Agent |
| 8 | Undertaking that the said cargo is well within the stipulated conditions and standards as per Environment Protection Act, 1986. All the relevant provisions of "Manufacturing, Storage & Import of Hazardous Chemicals (MSIHC) Rules 1989" would be followed. All the rules/ regulations/ instructions/ procedures/acts etc would be followed without any deviation. Any amendments to the applicable rules/ regulations/ instructions/ procedures/ acts etc would be followed. Safety norms and procedures will be strictly complied by all the parties involved in Import of Ammonium Nitrate. | Importer & Vessel Agent |
| 9 | Public Liability Insurance Risk Certificate | Importer |
| 10 | Material Safety Data Sheet (MSDS) | Importer |
| 11 | Declaration from the Importer for purpose & use of the cargo imported | Importer |
| 12 | Explosive manufacturing license of the Importer issued by Jt. Chief Controller of Explosives, Petroleum & Explosives Safety Organization, GOI | Importer |
| 13 | Compliance of Sub Regulation (1) of Regulation 76 of Dock Workers (Safety, Health & Welfare) Rules, 1990 | Vessel Agent |
| 14 | Marine Cargo (Specific Voyage) Policy | Importer or Vessel Agent |
| 15 | Copy of the declaration in Form: R-3 under Part-3 of Schedule-II as specified under Rule No.18 (4)(a) of "Ammonium Nitrate Rules, 2012" along with a copy of license submitted to the Chief Controller of Explosives and Licensing Authority. | Importer |
| 16 | Copy of the declaration in Form: R-4 under Part-3 of the Schedule-II as specified under Rule No.18(4)(b) of "Ammonium Nitrate Rules, 2012" and submitted to the Chief Controller of Explosives and Licensing Authority. | Importer |

Annexure-A

Format for Indemnity Bond to be submitted by the Importer
(Submit on Stamp paper of value not less than Rs.100/-)

This deed of indemnity is made by, having its Registered Office at (hereinafter referred to as the Importer which expression shall unless repugnance to the condition or meaning there of include its heirs, successors, legal Representatives and executors) in favour of the Board of Paradip Port Authority having its office at Paradip Port Authority, Administrative Building, Paradip - 754142 (herein after called as Board) WHEREAS THE IMPORTER have requested the Board for import of Ammonium Nitrate.

AND WHEREAS necessary permission from all the concerned authorities including Odisha State Pollution Control were taken for importing Ammonium Nitrate.

NOW THIS INDENTURE WITNESSETH THAT THE IMPORTER agrees and undertakes that they will indemnify and keep the Board indemnified if suffered directly or indirectly towards handling of import of Ammonium Nitrate.

The Importer further agrees to indemnity and keep the Board indemnified against any/all claims/demands/actions/deamager/recoveries/judgements/costs/charges and expenses which may be made or brought or commenced against the Board or which the Board may/may have to bear, pay or suffer directly or indirectly on account of such import of Ammonium Nitrate. The Importer further agrees to indemnify Board and its employees against all consequences that may arise out of third party loss/damage/injury/death etc towards of handling of import of Ammonium Nitrate.

The Importer also agrees to indemnify and keep the Board indemnified against any liability/loss claim that may arise owing to environment pollution as a result of handling of import of Ammonium Nitrate within the conservancy jurisdiction of the Port of Paradip and undertake to bear all expenses/penal action as result of environmental pollution consistent with all loses with the territory of India.

A liability may arise by or arising due to the entry of vessel into the Port till the vessel completely leaves the Port for beginning of another transaction. The liability in respect of each and every act of the import of Ammonium Nitrate till it is totally free from this transaction shall be made good by the Importer.

SIGNED, SEALED AND DELIVERED

Witness: 1)

2)

Annexure-B

Format for Indemnity Bond to be submitted by the Vessel Agent
(Submit on Stamp paper of value not less than Rs.100/-)

This deed of indemnity is made by, having its Registered Office at, who have been duly authorised by the OWNERS/CHARTERERS of the vessel..... to execute this Bond on his/their behalf (hereinafter referred to as the Agent which expression shall unless repugnant to the condition or meaning thereof include its heirs, successors, legal representatives and executors) in favour of the Board of Paradip Port Authority having its office at Paradip Port Authority, Administrative Building, Paradip - 754142 (herein after called as Board). And that I/We have been duly authorised by the OWNER of the vessel to execute this Bond on their behalf.

WHEREAS, I/We, the Agent/Agents representative of the OWNER of the vessel have requested the Board for Import of Ammonium Nitrate.

NOW THIS INDENTURE WITNESSETH that I/We, the Agent on behalf of the OWNER of the vessel agree and undertake that we will indemnify and keep Board indemnified against any/all loss/ liability/ injury that the Board may suffer towards Import of Ammonium Nitrate.

I/We, Agent on behalf of the OWNERS of the vessel further agree to indemnify and keep the Board indemnified against any/all claims/ demands/ actions/ proceedings/ damages/ recoveries/ judgements/ costs/ charges and expenses which may be made or brought or commenced against the Board or which the Board may have to bear, pay or suffer directly or indirectly on account of such import of Ammonium Nitrate. I/We, further agree to indemnify the Board and its employees against all consequences that may arise out of third party loss/damage/injury/death etc. towards of handling of import of Ammonium Nitrate.

I/We, the Agent also agrees to indemnify and keep the Board indemnified against any liability/loss claim that may arise owing to environment pollution as a result of handling of import of Ammonium Nitrate within the conservancy jurisdiction of the Port of Paradip and undertake to bear all expenses/penal action as result of environmental pollution consistent with all loses with the territory of India.

A liability may arise by or arising due to the entry of vessel into the Port till the vessel completely leaves the Port for beginning of another transaction. The liability in respect of each and every act of the import of Ammonium Nitrate till it is totally free from this transaction shall be made good by the Agent.

SIGNED, SEALED AND DELIVERED

Witness: 1)

2)

**TO BE SUBMITTED BY VESSEL AGENT
FORM (A)**

PARADIP PORT AUTHORITY

(In terms of sub-Regulation (1) of Regulation-76 of Dock Workers (Safety, Health, Welfare) Regulation, 1990).

(Special Notice for Dangerous and Hazardous Goods)

Name of the Vessel :

Voyage No. :

VCN No. :

Date of Entry with Customs:

Vessel Agent :

Expected date of Arrival (ETA):

| Sl. No. | Mrks and No. of bags/ Cont. No. | No. of Packages | Quantity Gr.Wt/Net Wt.(Kgs) | IMDG Code (Class) | UN No. | Chemical Name | Name of Importer | Name of MLO | Stowage | Remarks |
|---------|---------------------------------|-----------------|-----------------------------|-------------------|--------|---------------|------------------|-------------|---------|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

[Signature of Vessel's Agent with Office Seal]

