

Swami Saranam

TRAVANCORE DEVASWOM BOARD

FOOD PLAZA

“LICENSEE OPERATION”

**TENDER FOR SETTING UP, OPERATION AND MANAGEMENT OF FOOD
PLAZA AT PAMBA , PATHANAMTHITTA DISTRICT, KERALA,INDIA:**

GROUND & 1ST FLOOR, HOTEL COMPLEX, PAMBA

Tender R.O.C. 58/2016/Sab

TENDER DOCUMENT

Pre Bid Meeting at Pamba on 24/10/2016, 10 A.M

Last Date and Time for Submission of Tender:	Date: 31.10.2016	Time: 15.00 hrs
Date and Time for Opening of Tender :	Date: .3.11.2016	Time: 15:15 hrs

NOTICE INVITING E- TENDER

Subject: SETTING UP, OPERATION AND MANAGEMENT OF FOOD PLAZA AT PAMBA

The Travancore Devaswom Board (TDB) invite e-tenders for setting up, operation and management of Food Plaza at the Hotel Complex at Pamba.

The bids will consist of two covers – Cover A and Cover B. Cover A will consist of Technical and other conditions as laid down in the Bid document. Cover B will consist of the Financial Bid as per the conditions laid down in the Bid document.

A Pre Bid meeting will be at 10 A.M on 24/10/2016, Venue - Pamba

The Tenderer should submit Earnest Money Deposit (though online) for Rs. 3,00,000/- (Rs. Three Lakhs Only}.Last date of submission of tenders is **31.10.2016 at 15.00 Hrs.** The same shall be opened in the presence of one representative of the bidders who choose to witness the opening on **03-11-2016 at 15.15Hrs** in the chamber of the Devaswom Commissioner, Travancore Devaswom Board Head Quarters Nanthancode, Thiruvananthapuram 695 003.

The successful bidder shall be intimated about the Award of Licence within THIRTY days of opening of bid.

The Notice inviting bid along with instructions to bidders, Scope of Work, eligibility criteria, system of award of licence, agreement, rough sketch of the sites, etc. form part of the bid document which is available at the website www.travancoredevaswomboard.org

For Travancore Devaswom Board

**Devaswom Commissioner,
Travancore Devaswom Board**

Special instructions to the bidder for the e-submission of the bids

(a) Bidder should do the registration in the tender site <http://etenders.kerala.gov.in> by using the option available. Then the Digital Signature Registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized certifying authorities such as SIFY/TCS/nCode.

(b) If there is any clarification, this may be obtained online through the tender site or through the contract details. The Bidder should take into account the corrigendum, if any published, before submitting the bids through online.

(c) After the bid submission, the acknowledgement number given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.

(d) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or difficulties faced during the submission of bids through online by the bidders.

(e) The bidder shall submit the bid documents by online mode through the site <http://etenders.kerala.gov.in>.

(f) Each document to be uploaded through online for the tenders should be of less than 2 MB. If any document is more than 2 MB, it can be converted to rar/zip format and then the same can be uploaded. However, if the file size is less than 1 MB, the time for uploading transaction will be very fast. The total size of the documents in all the covers put up together, should be less than or equal to 12 MB.

(g) The bidder should ensure that the bid documents submitted are free from virus and if the documents could not be opened due to virus during tender opening, the bid is liable to be rejected.

(h) The time settings fixed in the server side and displayed at the top of the tenders will be valid for all actions of requesting bid submission, bid opening etc. in the e-tender system. The bidders should follow this time during bid submission.

(i) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewed by authorized persons during bid submission and not be viewable by any one until the time of bid opening. The submitted tender documents become readable only after the tender opening by the authorized individual.

(j) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit Encryption technology is used. Data storage encryption of sensitive field is done.

Other instructions

1. Earnest Money Deposit (E.M.D) for the tender is Rs.3,00,000/-(Rupees Three Lakh only)
2. No. alteration in the downloaded tender document will be allowed If so found, the tender will be summarily rejected.
3. This Tender Document is for the Food Plaza at Pamba.
4. An applicant shall participate in tender for Food Plaza by submitting only one Tender Document.
5. The descriptions given for the locations are only indicative and the actual locations to be viewed in the sketch / site plans enclosed with this document.
6. All the documents to be uploaded as technical bids should be submitted as cover-A
7. The Technical Bid (Cover-A) and the Financial Bid (Cover-B) should be submitted in accordance with the e-tender rules.
8. The applicant should submit complete set of documents in support of Eligibility Criterion mentioned in this Document (Annexure – B).
9. In support of five years' experience, attested copy of authentic documents currently valid, clearly proving applicant's existence in catering / hospitality business, involving production and sale/service of cooked food items since at least five years, **such as (one of the following):-**
 - a. Award of currently valid license in favour of applicant by Railways/AAI/TDB or by any statutory/private or public organization, for more than five years.
 - b. Currently valid EPF Registration for the catering/hospitality business for more than five years.
 - c. Currently valid ESI Registration for the catering/hospitality business, for more than five years.
 - d. Currently valid Food license (FSSAI) of the operational unit for more than five years.
 - e. State/ Central Government currently valid document indicating presence in catering/hospitality business for more than five years.
10. AND in support of the business, furnish ALL the currently valid following documents: -
 - a. Income Tax Returns of last completed five Financial Years.
 - b. Currently valid VAT OR Service Tax Registration Certificates for more than five years.
11. Copy of all documents uploaded, in support of Technical Criteria mentioned in Packet –“A”, should be attested by an authority competent to attest the documents (Gazetted officer / Notary Public/Judicial 1st class Magistrate etc..)and should be produced if demanded by the tender inviting authority as and when required.

1.0 DEFINITIONS

TDB	Shall mean 'Travancore Devaswom Board.', An autonomous body constituted under the Travancore Cochin Hindu Religious Institutions Act XV of 1950.
Licensee	Shall mean any Company / Partnership Firm/Proprietorship/ Individual which has been incorporated/registered/authorized to undertake Food and Beverages business under the law and has been awarded the License by the TDB and includes his heirs, executors, administrators of the successors and assigns.
License Fee	As Defined in article 4.1 (Financial Terms & Conditions) of Draft Agreement
Security Deposit	As Defined in article 4.4 (Financial Terms & Conditions) of Draft Agreement
Party	Shall mean either the TDB or the Bidder.
Day	Shall mean a calendar day.
Interpretation	Words importing persons or parties shall include firms and organizations.
Jurisdiction	The Jurisdiction of Courts situated at Pathanamthitta will govern the award of License.

(Format for submission of Bid)

**The Devaswom Commissioner,
Travancore Devaswom Board ,
Nanthancode, Kawdiar Post,
Thiruvananthapuram 695003
Kerala..**

Subject: Submission of Bids for Setting up, operation and management of catering services at Food Plaza at Pamba.

- a) I / We _____ have read the general guidelines and bid document attached hereto containing the Terms and Conditions, draft agreement and agree to abide by such conditions. I / We offer the Bid for License for management of catering services in Food Plaza at Pamba in the attached schedules and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of License.
- b) I / We hereby understand that the submission of offers / bids does not guarantee allotment of License for management of catering services.
- c) I / We further understand that in case of any information submitted by me / us being found to be incorrect, the TDB will have the right to summarily reject the bid, cancel the License or revoke the same with forfeiture of EMD/Security Deposit and licence fee including debarment for a period of three years at any time without assigning any reason whatsoever.
- d) I / We further agree to execute an agreement to abide by the general and special conditions of License for management of catering services at Food Plaza, Pamba. In case of acceptance of Bid by the TDB, I / We bind myself / ourselves to execute the License agreement awarded to me / us and to commence the work as per the conditions of the License failing which, I / We shall have no objection to the forfeiture of full Earnest Money Deposit (EMD), deposited by us with the TDB, Thiruvananthapuram in addition to other penalties specified under the terms of License.
- e) The TDB and its representatives are hereby authorized to conduct inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this bid.
- f) On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We shall be debarred by the TDB for further participation in the future tenders of the TDB for a period of one year.

I / We do hereby confirm that I / We have the necessary authority and approval to submit this bid for License for management of catering services.

A notice or letter of communication addressed to me / us at the given address given in the Bid, even

by ordinary post/e-mail will be deemed to be valid and proper notice of intimation to me/us.

Authorized signatory

Name. Designation and seal

Address: e-mail

Tele & Fax Date: Place:

“Tender Conditions & Technical Bid”

TENDER FOR SETTING UP, OPERATION AND MANAGEMENT OF FOOD PLAZA AT HOTEL COMPLEX AT PAMBA.

1. The tender is not transferable.
2. The intending tenderers are advised to study the tender conditions of this License and make themselves conversant with the contents as these shall govern this License and shall form an integral part thereof.
3. Tenderers are also suggested that they should visit the proposed site(s) so as to see the actual ground conditions, before submitting their bid(s).

1.0 GENERAL INFORMATION

- 1.1 Format for submission of Bid is enclosed as **Annexure-A**
- 1.2 Format for Eligibility Criteria is enclosed as **Annexure – B**
- 1.3 Location of the proposed unit, approximate size of the unit, Minimum license fee, Security Deposit) is enclosed as **Annexure – C**
- 1.4 Site / Sketch plan of all specific locations intended for award of licence is enclosed as **Annexure – D**
- 1.5 Format for integrity pact, if applicable, is enclosed as **Annexure – E**
- 1.6 Format for Packet – ‘B’ (Financial Bid) is enclosed as **Annexure – F**
- 1.7 Draft Agreement is enclosed as **Annexure – G**

2.0 SCOPE OF WORK

The TDB will provide space, on as is where is basis. The Licensee will have to renovate the space to his convenience, as the case may be, in consonance with the existing building bylaws of the State. The covered area will normally not exceed a specified limited fixed by the TDB. A standard Food Plaza will have the following characteristics:

2.1	TDB approved Menu, Variety of Food & Beverage Items	:	TDB’s Pamba Food Plaza will provide multi cuisine pure vegetarian food items. Food Plaza will also provide snacks, hot & cold beverages, combo meals, a-la-carte items, packaged items (PAD) etc. to cater to a large cross-section of Sabarimala Pilgrims. Licensee will provide local popular items and other food items, as far as possible. TDB also reserves the right to prescribe menu and rates of some items at Government control prices. Such instructions shall be binding. However, licensee is free to sell these items as approved by TDB from time to time.
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- 2.2 Single/Multi Outlet & its : It may have multiple cuisines through single or multiple outlets with common kitchen. Cooking using LPG /LNG Gas is mandatory.

Operation

- 2.3 Common Area : The Food Plaza may have common sitting/standing area. The common areas will be appropriately furnished and may include trashcans and any other items considered necessary. The licensee, who is on contractual agreement with the TDB, will himself maintain and operate the common area (passage, entry, exit, staircase etc.).
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- 2.4 Extent of :
operation by the
Licensee / Service
Provider. Normally the licensee should himself operate the Food Plaza. If the licensee intends to engage service provider(s), he may engage maximum of three service providers for various cuisines with the approval of the TDB.
A maximum of 50% of the available space excluding common area may be operated by the service provider(s) and the remaining 50% may be operated by the licensee.
However, the above % of distribution of space may be changed with the approval of the TDB/HPC on receipt of report of the TDB. No sub-licencing is permitted.
- 2.5 Adequate :
free
Infrastructure The TDB will provide space on 'as is where is basis' at Pamba and from all encumbrances to the Licensee on agreed annual licence fee excluding service tax, which is payable along with other applicable taxes as per site plan and other details enclosed with this tender document. The licensee will have to create requisite infrastructure and equipment at their own cost under supervision of the TDB. Such infrastructure for production and distribution of services should be suitable for ensuring satisfactory services and handling of food under hygienic conditions.
Licensee will arrange all machinery & plants as well as equipment so required for the preparation of food and beverages, complete fit-outs and fixtures in the sitting /standing area and its maintenance and upkeep etc.
The TDB will not provide any infrastructural support to the Licensee.
- 2.6 Refurbishment of :
Food Plaza The Licensee will renovate existing Food Plazas as per building bye laws of the State and the HPC. Licensee should provide drainage facility in the Food Plaza plan. The TDB/HPC will approve the plans and specifications. The First floor may be reworked by the Licensee with the approval of the TDB and subject to the State bye-laws.
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2.7	Staff facilities :	Changing room and toilet facility for staff may be provided outside the customer area of the Food Plaza.
2.8	Dealing with Licensee Only :	The TDB will enter into an agreement only with the Licensee who will be responsible for fulfillment of all licence conditions with the TDB. The TDB shall <u>not</u> enter into any agreement or deal with in any manner with any of the approved service provider(s). The Licensee will have to make his own arrangements with the service provider and would be responsible for their performance in conformity with the procedures, rules etc.
2.9	Take away counter/ Parcel and book a meal.	: Food Plaza may have takeaway counter. Prescribed food grade packaging material should be used for packing the food items. Food Plaza can have booking of meals through phone; internet etc., All the above packaging shall have exclusive TDB branding.
2.10	Promotional : activities	Promotional activities such as free gifts, contests etc., within the Food Plaza premises, can be undertaken by licensee, under advise to TDB who reserves the right to deny such use.
2.11	Outdoor : catering	Licensee cannot do any kind of Outdoor Catering at Pamba
2.12	Selling prices :	All food and packaged items to be sold at the price index fixed by IRCTC at Chengannur Station. For any other items sold shall not be sold more than printed MRP. The price index shall be updated at par with the revision of rates by IRCTC time to time. For other items, licensee is permitted to sell items at market driven rates. Locally popular/branded products may be liberally provided at market driven prices with prior approval of the TDB. Licensee shall submit the list of items along with their weight and rates to be sold at Food Plaza and decision of the TDB in this regard shall be final and binding.
2.13	Packaged items :	Packaged items will be sold at rates not more than printed MRP and brands for packaged items will be as per the approved list of the TDB. Licensee is free to sell other brands, and will submit the list of brands of packaged items to be sold in the unit for the information of the TDB. However, TDB reserves the right to specify the brands to be sold and such instructions shall be final and binding.
2.14	Ban on sale of : Items	The following items shall not be sold in the Food Plaza, namely – tobacco products, wine, beer or any other alcoholic drinks or any other item prohibited by Law. Non Vegetarian food including egg or fish or meat shall not be used in any form in any food items.

- 2.15 Other facility : Licensee may provide facilities such as Cyber/Internet Café, Souvenirs, May I Help you Counter, Traveling Information, rental Car, Hotel Booking or any other facility with the prior permission of TDB. Licensee shall intimate TDB regarding the provisions of such facilities and its charges.
- 2.16 Supply to TDB: TDB reserve the right to fix the rates at which the Food items shall be supplied to TDB or its staff as and when required and so demanded at transfer rates prescribed by TDB.
- 2.18 Supply of Water :It is mandatory for the Licensee to supply Treated and Purified Drinking Water in such quantities & rates prescribed by TDB from time to time. The Licensee will be responsible for storing, cooling and distributing 'Treated water' to the pilgrims`

2.19	ISO Certification	: Licensee will be required to get the unit ISO certified as per ISO 22000:2005/HACCP or as amended from time to time, within one year of operation of the unit.
2.20	Display of Rate List	Licensee will display approved rate list behind the billing counters and other place so to display the rate list conspicuously. The rate list and menu cards should display the net approved rates of each item. Applicable % of VAT and % of Service Tax should be displayed separately at the bottom of the rate list with indication that these are chargeable extra.

3.0 PERIOD OF LICENSE

3.1	Total tenure of License	:	Term of License for Food Plaza will be (4) Four years from the date of commissioning of the unit. The licence may be extended for a period of three years subject to satisfactory performance and payment of all dues, arrears and minimum increase of 13% of the existing licence fee.
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4.0 SUBMISSION OF BIDS

- 4.1 Documents to be submitted : Cover A and cover B should be uploaded separately as per the procedures to be adopted for the tenders in e-tenderskerala.gov.in
- a. Documents to be submitted in **Cover 'A'** – Complete bid document duly signed and stamped with supporting documentary evidence as per Eligibility criteria, **except** cover-B (Financial Bid).
- b. Documents to be submitted in **cover 'B'**
Financial bid in the prescribed format (**BOQ part of the e-tender**).
- 4.1 TDB reserves the Right to terminate the bidding process : TDB reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages that the bidder may incur in the process. The Bids can be rejected without assigning any reason. The bidding process is completed with the issue of letter of award of license to the successful bidder by TDB.
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- 4.3 Bids not to be entertained : Conditional / telegraphic Bids shall not be entertained. Photocopy/reproduction on party's letterhead is not permissible. Financial bid, including all the pages of the bid document, duly stamped and signed by the bidder(s) should be submitted in original, unless specified otherwise, in their respective envelopes.
- Bids received after **15.00 Hrs.** on the due date will not be entertained.
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- 4.4 Over writing/cutting not allowed : No over writing/cutting/insertion in the Bid document is allowed. The Bids once submitted would be binding on the Party and any subsequent alteration/amendment will not be entertained. However, TDB may call for additional documents from bidders.
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- 4.5 Signing and stamping of bid document : All the pages of the Bid document must be signed and stamped by the authorized signatory of the applicant. In case of Proprietorship/Partnership firms, authorized signatory may be Proprietor/Partner of the firm and in case of company, Copy of the Board's resolution along with attested signature of the signing authority, failing which the Bid may be treated as invalid.

4.6 Date of Submission : In case the date of opening of the Bids is a holiday or declared as holiday, the Bids will be opened on the next working day at the same time.

4.7 Corrupt or Fraudulent Practices : TDB reserves the right to verify the authenticity of the documents submitted as technical bid –Packet-A, by the applicant. TDB shall inspect the physical assets of the successful bidder / applicant as declared in the technical bid (Packet-A). If on a later that the Licensee has engaged in corrupt or fraudulent practices, in competing for or in executing the License, the Licensor may, after giving 14 days’ notice to the Licensee, terminate the License. For the purpose of this Sub-Clause:

“Corrupt practices” means the offering, giving, receiving or soliciting anything of value to influence the action of a public official in the procurement process or in License execution; *“Fraudulent practice”* means a misrepresentation of facts or submission of forged documents in order to influence a procurement process or the execution of a License to the detriment of the Licensor, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the administration of the benefits of free and open competition.

5.0 SYSTEM OF AWARD OF LICENSE

5.1 Opening of Packet : ‘B’

- a) Following scrutiny of Packet – ‘A’ by the TDB, Packet – ‘B’ of only those parties who are found eligible as per the laid down Criterion will be opened
- b) TDB may ask for additional documents/information from the bidders after receipt of bids.
- c) An individual/firm/company will be allowed to hold maximum two units per division and a maximum 10% of all the units over the TDB.

5.2 Award of License : Bidders are required to quote Annual Licence Fee excluding applicable service tax and other tax payable by the bidder to the TDB during the tenure of the licence, in the BOQ. Licensee shall pay the service tax and any other taxes payable on licence fee to the TDB in addition to quoted annual licence fee.

License to manage catering services will normally be awarded to the party quoting the highest amount of License Fee (per annum) subject to fulfillment of the terms and conditions of the License. However, under no circumstance the quality of services be compromised. In case there is a tie between two or more bidders, the bidder holding the least number of units under a given category will be considered eligible for the award of License. Decision of the

competent authority to accept or reject any bid shall be final and binding.

At the time of allotment of licence, the Security Deposit shall be payable by the successful bidder along with the acceptance of award of

licence. Details of Security Deposit are enumerated in **Annexure-C**.

Alternatively, the EMD can also be setoff against the Security Deposit upon the willingness of the successful bidder.

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- 5.3 EMD : In case the Licensee fails to accept the offer of award of licence, his Earnest Money Deposit (EMD) shall be forfeited by the TDB and the Licensee shall be debarred from participating in the future projects of the TDB for a period of one year.

The EMD will be refunded to the unsuccessful bidders without interest.

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- 5.4 Execution of agreement : The successful Bidder shall be required to execute an agreement on non-judicial stamp paper of Rs.200/- at his cost. Till then, the terms and conditions as per this tender document and letter of award of License and conditions as mentioned in the draft agreement shall form the binding agreement between the TDB and the Licensee.

- 5.5 Validity of bids : The financial bids submitted by the bidders will remain valid for One hundred and fifty (150) days from the date of submission of the bid.

Eligibility Criteria for Food Plaza at Pamba

S.No.	Technical Criteria	Details	Page Nos.
		(to be filled by the bidder)	

General Information

- 1) Name and full address of the bidder with Telephone, & Fax Numbers and Contact Person and e-mail

Mandatory Criteria

- 2) Status of the bidder: -
Company / Partnership Firm/Proprietorship firm/
Individual – (Please Specify)
- 3) In case of Company – Please enclose the Memorandum and the Articles of Association along with certificates of incorporation, date of commencement of business etc.
- 4) In case of Firms, registered under the Partnership Act., 1932, Please enclose details of partners along with the certificate of registration, details of their business and the partnership deed etc. duly attested by Notary
- 6) Minimum Five years’ experience in the field of Catering/Hospitality in India involving production and sale/service of Cooked food items. Trader/Stockiest/Distributors are not eligible. **Please refer to item No.12 of the “Instructions to the Tenderers”.**

- 7) Average annual Sales Turn Over in the last three Financial Years should not be less than Rs. 3.00 crore , from Catering /Hospitality business in India involving production and sale/service of Cooked food items. Sales of Beverages such as Soft drinks, Packed items (Chips, Biscuits, Cake etc.) will be considered as allied business along with main production and sale/service of food items. Trader/Stockiest/Distributors are not eligible. Information furnished in sales breakup certificate (Annexure-B1) will be considered.

2013-14
Rs. _____

** Enclose Balance sheet and profit & loss account of the last three completed financial years duly audited by the Chartered Accountant / Published annual report.

2014-15 Or
2015-16
Rs. _____

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- 8) Certificate of Breakup of Sales turnover duly certified by the Chartered Accountant – As per “Annexure-B1” for last five completed financial years.

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- 9) Financial standing of the bidder – Name of The bank and Date of certificate
(Solvency Certificate issued by the Bank not older than six Months)

- 10) Certificate under the letter-head of the Chartered Accountant stating that the applicant has not defaulted on any bank/financial institution loans in the past; there are no statutory dues and undisputed liabilities.
- 11) Existing / Present holdings of the bidder over TDB
ENCLOSE AN AFFIDAVIT DULY NOTARIZED AS PER ATTACHED FORMAT (“Annexure-B-2”)
- 12) Copy of the Income Tax Return, last five completed financial years duly acknowledged with the Income Tax Department
- 13) Copy of duly acknowledged VAT returns of the last 2014-15 completed financial year.
- 14) Copy of duly acknowledged Service Tax returns of the 2014-15 last completed financial year.

15)	Permanent Account Number (PAN)-CARD	PAN No. _____	
16)	Copy of VAT and Service Tax registration certificates	VAT No. _____ Service Tax No. _____	
17)	ESI and EPF Number/registration certificates/copy of latest ESI and EPF returns.	ESI No. _____ EPF No. _____	

Desirable Criteria

18)	Details of catering establishments/base kitchens with modern equipment and gadgets - Addresses, telephone numbers, contact persons of the above establishments of the bidder.		
19)	Existing Training facilities (in house or outsource)		
20)	ISO/HACCP certification of existing units		

**Enclose Balance Sheet and Profit & Loss Account of the last three completed financial years.

1. Applicants who are a Company incorporated under the Companies Act, 1956 should submit a copy of Auditors Report as per the provisions laid down in the above Act, along with their Balance Sheet and Profit & Loss Account duly audited by a Chartered Accountant.
2. Applicants who are Firms/Individuals, whose annual turnover is exceeding Rs. 1.00 crore per annum, should submit a copy of the Tax Audited Report as prescribed under the Income Tax Act, 1961 along with their Balance Sheet and Profit & Loss Account duly audited by Chartered Accountant.

Note: -

- 1) In case of any information submitted by the bidder being found to be incorrect either before or even after the award of license, the TDB will have the right to summarily reject the bid, cancel the License or revoke the same with forfeiture of EMD/Security Deposit and licence fee including debarment for a period of three years.
- 2) TDB reserves the right to inspect the applicant's establishments or through any other agency as notified by the TDB.
- 3) Financial Bid, "Packet – B", will be opened only after short-listing the bidders on the basis of "Packet – A".
- 4) TDB reserves the right to cancel the Tender process at any time without assigning any reason.

- 5) Tenders received after the last date and time shall not be entertained. The TDB shall not be responsible for postal delays/loss
- 6) The details, as required in “Packet – A” may be given along with the required supporting documents.
- 7) Incomplete Tender shall summarily be rejected.
- 8) Tenders not accompanied with EMD, in the appropriate form, shall summarily be rejected.

I/We _____ do hereby declare that the entries made in the above “Packet – A” are true to the best of my/our knowledge and also that we shall be bound by the acts of my/our duly constituted attorney.

I / We hereby understand that the submission of offers / bids does not guarantee allotment of License for management of Food Plaza. I / We further understand that in case of any information submitted by me / us being found to be incorrect either before or even after the award of license, the TDB will have the right to summarily reject the bid, cancel the License or revoke the same with forfeiture of EMD/Security Deposit and licence fee including debarment for a period of three years at any time without assigning any reason whatsoever.

Dated:

SEAL

(Signature of the Applicant)
Name _____
Address: _____

Annexure-‘B-1’**Certificate of break-up of Sales turnover duly certified by Chartered Accountant**

(The Certificate must be issued by the Chartered Accountant who has audited the books of Accounts of the Applicant in his letter head)

This is to certify that the break-up of sales of M/S _____ having its _____ office at _____ for the year ended on _____.

Sl. No	Particulars	Nature of Activity	Details	Amount (In Rs.)
1	Sales /Turnover from Catering business	Catering	No of Unit to be mentioned)	
			Static Units (Name of the Unit to be mentioned)	
		Non-Railway Catering (Institutional ,Industrial ,Out-door, F&B etc.)	Specify description	
	Total (1)			
2	Sales/Turnover from Hospitality Business (Please specify the nature of business activity)		Specify description	
	Total (2)			
3	Sales from Trading /Manufacturing in Food and Beverage business (Please specify the nature of business activity)	As Manufacturer	Specify description	
		As Stockiest /Distributor/Trader/Retailer	Specify description	
	Total (3)			
	Grand Total (1+2+3) (The Grand Total of the Sales must tally with the sales figure reported in the Audited Profit & Loss Account)			

Note:- Tenders not accompanied with the above Certificate may be rejected.

Signature of the Chartered Accountant

Name of the Chartered Accountant

Name of the Firm Seal Membership No.

Affidavit
(To be submitted on non-judicial stamp paper of Rs.200/-)

- 1) I _____ s/o _____ r/o _____ furnishing this affidavit in my capacity as an individual / partner of firm _____ / Director of Body Corporate _____ and solemnly affirm and state as under: -
- 2) that I/we hold as on date following catering Licenses on TDB:

Unit	Details

VERIFICATION:

Verified at _____ on this _____ day of _____ year, that the contents of the above affidavit are true and correct to my knowledge, no part is false and nothing material has been concealed there from. I further declare that I am duly authorized to make this affidavit.

Date :

Place:

DEPONENT
On behalf of

Annexure-C

Location of the proposed unit, approximate size of the unit, are published in the web site www.travancoredevaswomboard.org minimum annual licence fee is Rs.1,00,00,000 (Rs.One crore only.)

PRE-CONTRACT INTERGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the integrity pact) is made on ____ day of ____, 2016 between, on one hand, the Travancore Devaswom Board (TDB) acting through Executive officer, Sabarimala (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposed to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/Public company/Government undertaking / partnership /registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry / Department of the Government of India/PSU performing its function on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third Party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(S) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such person shall be debarred from further dealing related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair, means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 * The BIDDER shall disclose the name and address of agents and representatives and shall disclose their foreign principals or associates.
 - 3.4 * The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

- 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12 The BIDDER shall not lend to or borrow any money from or enter in to any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Earnest Money (Security Deposit)

- 4.1 Earnest Money Deposit should be submitted as per the procedures followed for e-tenders.

- 4.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER , including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to BIDDER. However, the proceedings with the other BIDDER (s) would continue.
 - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - v. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vi. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

- vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- viii) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.2 The BUYER will be entitled to take all or any of the action mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor(s) appointed for the purposes of this Pact.

6. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

7. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction Thiruvananthapuram.

8. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of law in force relating to any civil or criminal proceedings.

9. Validity

9.1. The validity of this Integrity Pact shall be from date of its signing and extend up to five years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case the BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

9.2. In case one of several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

10. The parties hereby sign this Integrity Pact at **Thiruvananthapuram** on _____, 2016.

BUYER
Executive officer
Sabarimala

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

2. _____

Annexure – ‘F’

PACKET – ‘B’
(FINANCIAL BID)

1. The Financial Bid should be quoted in the BOQ part and uploaded using digital signature.
2. The amount should be quoted is the guaranteed annual license fee(in rupees) excluding service taxes and other taxes payable.
3. Once the BOQ part is uploaded it is deemed that all the conditions are accepted by the Bidder.

Annexure – G

Draft Agreement

An agreement made this (Date) day of (Month), (Year) between the Travancore Devaswom Board (TDB), having its Office at Thiruvananthapuram acting through the Executive officer, Sabarimala (herein after called “THE LICENSOR”) which expression shall where the context so admits include its successor and assigns of the ONE PART.

AND

M/s _____ acting through Shri _____, Partner/Proprietor/Director, (herein after called "THE LICENSEE") which expression shall where the context so admits include its successor and assigns of the other part.

Whereas

- (a) the Licensor has decided to award the licence, vide letter No. _____, to set up and operate Food Plaza at (Pamba) to the Licensee in pursuance of the technical/financial bid dated _____ submitted by the Licensee.
- (b) the Licensee has accepted the award of licence and terms and conditions contained in the bid document, vide letter No. _____.
- (c) Copy of site plan measuring ____ sqmt. (approx.), as enclosed with tender conditions is enclosed at Annexure-1.

Now this agreement witnesseth as follows:

- 1. This agreement comes into force from _____.

2.0 SCOPE OF WORK

TDB will provide space, on as is where is basis. The Licensee will have to construct the building or renovate the space, as the case may be, in consonance with the existing building bylaws of the State. The covered area will normally not exceed a specified limited fixed by the TDB. A standard Food Plaza will have the following characteristics:

- 2.1 Menu, : TDB Food Plaza will provide multi cuisine veg. food
Variety Of items.
Food & Licensee will provide local popular items and other food items,
Beverage Items as far as possible.

TDB also reserves the right to prescribe menu and rates of some items at Government control prices. Such instructions shall be binding.

- 2.2 Single/Multi : It may have multiple cuisines through single or multiple outlets with
Outlet & its independent or common kitchen. Gas Bank may be common or
Operation independent depending on the availability of space.

- 2.3 Common Area : The Food Plaza may have common sitting/standing area. The common areas will be appropriately furnished and may include trashcans and any other items considered necessary. The licensee, who is in contractual agreement with TDB, will himself maintain and operate the common area (passage, entry, exit, staircase etc.).
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- 2.4 Extent of operation by the Licensee / Service Provider. : Normally the licensee should himself operate the Food Plaza. If the licensee intends to engage service provider(s), he may engage maximum of three service providers for various cuisines with the approval of the TDB.
- A maximum of 50% of the available space excluding common area may be operated by the service provider(s) and the remaining 50% may be operated by the licensee. However, the above percentage of distribution of space may be changed with the approval of TDB on written receipt of report of TDB. No sub-licencing is permitted.
- 2.5 Adequate : Infrastructure TDB will provide space on 'as is where is basis' and free from all encumbrances to the Licensee on agreed annual licence fee excluding service tax, which is payable along with other applicable taxes basis as per site plan and other details enclosed with this tender document. The licensee will have to create requisite infrastructure and equipment at their own cost under the supervision of the TDB. Such infrastructure for production and distribution of services should be suitable for ensuring satisfactory services and handling of food under hygienic conditions. Licensee will arrange all machinery & plants as well as equipment so required for the preparation of food and beverages, complete fit-outs and fixtures in the sitting /standing area and its maintenance and upkeep etc. TDB will not provide any infrastructural support to the Licensee.
- 2.6 Construction of Food Plaza : Licensee will construct/renovate Food Plazas as per building bye laws of the State. Licensee should provide drainage facility in the food plaza plan. TDB will approve the plans and specifications. Mezzanine floor wherever feasible may be constructed by the Licensee with the approval of the TDB and subject to State bye-laws.

- 2.7 Staff facilities : Changing room and toilet facility for staff may be provided outside the customer area of the Food Plaza.
- 2.8 Dealing with Licensee Only : TDB will enter into an agreement only with the Licensee who will be responsible for fulfillment of all licence conditions with TDB. The Licensee will have to make his own arrangements with the service provider and would be responsible for their performance in conformity with the procedures, rules etc.
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- 2.9 Take away /Parcel counter and book a meal. : Food Plaza may have takeaway counter. Prescribed food grade packaging material should be used for packing the food items. Food Plaza can have booking of meals through phone; internet etc., till TDB makes its own arrangements for provision of e-catering services. After inclusion of the Food Plaza into e-catering services, licensee will stop booking of meals through phone, internet etc. on his own.
- 2.10 Promotional activities : Promotional activities such as free gifts, etc., within the Food Plaza premises, can be undertaken by licensee, under advise to the TDB who reserves the right to deny such use.
- 2.11 Outdoor catering : Licensee can do Outdoor Catering
- 2.12 Selling prices : All packaged items to be sold at price not more than printed MRP. For other items, licensee is permitted to sell items at market driven rates. Locally popular/branded products may be liberally provided at market driven prices with prior approval of the TDB.
- Licensee shall submit the list of items along with their weight and rates to be sold at the Food Plaza and the decision of the TDB in this regard shall be final and binding.
- 2.13 Packaged items : Packaged items will be sold at not more than printed MRP and brands for packaged items will be as per the approved list
- Licensee is free to sell other brands, and will submit the list of brands of packaged items to be sold in the unit for the information of TDB. However, TDB reserves the right to specify the brands to be sold and such instructions shall be final and binding.
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- 2.14 Ban on sale of Items : The following items shall not be sold in the Food Plaza, namely – tobacco products, wine, beer or any other alcoholic drinks or any other item prohibited by Law. Non-vegiterian food shall not be used in any form in any food items.
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2.15 ISO Certification : Licensee will be required to get the unit ISO certified as per ISO 22000:2005/HACCP or as amended from time to time, within one year of operation of the unit.

2.16 Display of Rate List Licensee will display approved rate list behind the billing counters and other place so to display the rate list conspicuously

The rate list and menu cards should display the net approved rates of each item. Applicable % of VAT and % of Service Tax should be displayed separately at the bottom of the rate list with indication that these are chargeable extra.

3.0 PERIOD OF LICENSE

3.1	Total tenure of License	:	Term of License for Food Plaza will be Four years from the date of commissioning of the unit.
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4.0 FINANCIAL TERMS AND CONDITIONS

- 4.1 Payment of Licence : 50 % of annual licence fee of Rs._____ and applicable
Fee service tax, shall be payable before the handing over of the site. Remaining 50% of the annual licence fee with applicable service tax and other taxes shall be payable before the commissioning of the unit. The annual licence fee including service tax and other applicable taxes, for the second year shall be payable in advance before the commencement of the second business year.
Similar payment cycle will be followed for each of the subsequent year of service. However, payment of licence fee can be relaxed with the approval of the TDB in view of site related conditions etc. on receipt of report from TDB Offices.
- 4.2 Assessment of Sales : TDB reserves the right to assess the sales turnover during
turnover the period of Licence. During such assessment, the Licence fee will be calculated @ 12% of the assessed sales turnover or the annual guaranteed Licence fee quoted by the successful bidder, whichever is higher. The assessment of sale may be done electronically or by deputing TDB officials periodically.
- 4.3 Refund of Licence fee : In case of pre-mature termination of Licence due to any
reason, other than the default/act/omission of Licensee,the Licence fee will be refundable on pro-rata basis.
- 4.4 Security Deposit : Licensee has paid security deposit of Rs._____ lakh
along with award of licence.
- 4.5 Refund of Security : The Security Deposit will be refunded without interest by the
Deposit TDB at the time of peaceful vacation of the premises by the Licensee after providing for settlement of all dues or arrears arising out of the use of premises by the Licensee.
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- 4.6 Maintenance of record : Licensee will be required to maintain proper record of daily
of gross sales turn sales to ascertain the Gross Sales Turnover (Including Tax)
over and make it available for inspection by TDB. The Licensee shall maintain full records pertaining to the Food Plaza (accounts, vouchers, bills etc.)
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- 4.7 Interest on late : The delayed payments of Licence fee, without prejudice to any
payment other rights of the TDB will attract interest @ 24% per annum calculated for the number of days of default.
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- 4.8 Recovery of : TDB reserves the right to recover any outstanding dues
outstanding amount from the Licensee by adjusting the same against any amount/security of the Licensee or any amount payable to the Licensee either under this contract or any other contract.
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4.9	Mode of payment	:	Licence fee, Security Deposit and any other dues shall be payable through Demand Draft/Banker's Cheque or Cheque drawn at the City of respective Zonal Offices in favour of TDB Ltd.
4.10	Annual returns	:	Licensee shall submit the annual returns of statutory taxes to TDB. Annual audited accounts for the unit should also be submitted every year on or before 30th September of the following financial year.

5.0 OBLIGATIONS AND RIGHTS OF LICENSEE

- 5.1 Waste disposal : The Licensee would have to arrange for adequate solid waste disposal system for the Food Plaza. Licensee will arrange collection of garbage after each service and its proper disposal.
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5.2	Payment of other Charges	: Payment of water, electricity and other charges: Licensee would pay the required charges for connection and utilization of electricity, water consumption, conservancy and other applicable municipal and other taxes, if applicable, on actuals. Licensee will assess the water consumption and electricity load requirements for the food plaza and apply for getting the same to concerned authorities through TDB. In case, the TDB express their inability to provide the requisite electrical load /water quantity from their installations, then Licensee shall be responsible for arranging the electricity / water connection from state / local authorities subject to clearance from TDB authorities.
<p>In case of default, in payment of any dues, TDB reserves the right to recover the pending amount by deducting it from the Security Deposit/any other amount payable to the Licensee. It will also charge an interest of 18% per annum for the number of days in default until the balance pending payments is cleared.</p>		
5.3	Maintenance of Food Plaza	: The Licensee would arrange for the Fit-outs or interiors of the Food Plaza as well as its regular maintenance. The Licensee would arrange for the air-conditioning and appropriate ventilation systems for the Food Plaza. The appropriate power backup may be arranged by the Licensee for the entire Food Plaza. Painting and colour washing may be done at least once in a year.
5.4	TDB Branding :	Unit will be TDB-branded unit. The distribution of display space on the Outer façade and other areas of the unit, will be broadly as per in Annexure-2 or as amended by the TDB from time to time.
5.5	Certificates/ Permissions	: Licensee will obtain necessary certificates/permissions as required by law such as food License, test reports for various food items etc. or as required as per the local regulations from the competent authorities. In case of any offence on the Licensed premises the Licensee will be solely responsible for its penalty and consequences.

5.6	Medical examination of staff	:	Licensee shall have his staff examined by a Medical Officer or any other competent authority designated by the TDB and gets the requisite certificate issued.
5.7	Display of rate list :		The Licensee shall exhibit tariff and list of items to be sold, prominently for the information of the customers at the Food Plaza as have been agreed upon from time to time by the TDB. There shall not be any cutting/overwriting on the rate list/menu cards including pasting of stickers.
5.8	Right of user's only :		The Licensee will operate the Food Plaza during the term of License on which he would have no legal claim other than that of a user. Premises shall be deemed to be public premises as defined in the Public premises (Eviction of Unauthorized Occupants) Act 1971 and any amendments thereto.
5.9	Relation of Licensee's labour	:	The employees, contractors, service providers etc. of the Licensee will not be on any contractual relation either with the TDB or the TDB. If any case or proceedings are instituted against the TDB on account of non-compliance of any statutory law or non-payment of any of the taxes, the licensee agrees to pay to TDB, the cost imposed, if any, and also the cost of litigation.
5.10	General liability of any person	:	The Licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the said premises, including death or injury caused by the negligence of the Licensee or the Licensee's failure to perform its obligation under the agreement.
5.11	Inspection by Food/Health Inspectors	:	Licensee will also be obligated to get his premises inspected by Food/Health Inspectors at regular intervals in addition to having a food License from the authorities concerned. Licensee will make available the premises for the inspection by the TDB or any person so authorized by the TDB at any time.
5.12	Compliance of Food Safety and Standard Act	:	Licensee shall be responsible for the compliance of the provisions of the Food Safety and Standard Act, 2006 or any other amendments thereto.
5.13	Compliance of statutory law	:	Licensee will be responsible for compliance with applicable laws such as Sales Tax Law, Service Tax Law, Provident Fund Law, Labour Law or any other law of the land and registration/approval from statutory authority, if required. If any case or proceedings are instituted against the TDB on account of non-compliance of any statutory law or non-payment of any of the taxes, the licensee agrees to pay to

The TDB, the cost imposed, if any, and also the cost of litigation.

5.14	Use of standard : products	All food ingredients being used for preparation/service to the passengers shall conform to the provisions of the Food Safety and Standard Act and all these items should have the TDB's approval.
5.15	No unlawful/ illegal : activity	Licensee shall not carry on any unlawful immoral or illegal activity at the food plaza.
5.16	Provision of : suggestion book	The Licensee shall keep a suggestion/complaint book at a conspicuous place where the passengers can register their suggestions/complaints without any difficulty. This suggestion book shall be serially numbered and pre-authenticated by the TDB.
5.17	No use of plastic : material	Eco-friendly/bio-degradable packaging material alone should be used for supply of food items. The use of plastic bottles for drinking water/softdrinks/soda shall not be permitted in any way though metal cans(food grade) can be allowed The Licensee will do the garbage collection and disposal in a satisfactory manner.
5.18	Provision of fire : extinguishers	The Licensee shall provide two numbers. of 4 kg capacity halon type fire extinguishers. Upkeep and maintenance of the fire fire extinguishers shall be the responsibility of the licensee.
5.19	Fire Fighting training :	All the staff deputed in the Food Plaza may be trained in firefighting and a competent certificate issued by the Competent Authority should be made available in the Food Plaza.
5.20	Provision of space for : TDB Official.	For supervision & control, it is necessary to provide space/cubicle of minimum of 4 feet X 4 feet for the TDB Official in the Food Plaza.
5.21	Standard of services :	The Licensee is expected to provide good quality of food and beverage in hygienic and presentable conditions. Maximum retail price, manufacturing date, expiry date, batch No. etc. should be printed on the packages.
5.22	Service wares etc. :	Crockery, cutlery, napery and other service wares used in the Food Plaza are required to be of good quality as per industry norms. TDB may specify quality, colour scheme and printing

on the above material which will be binding on the licensee.
The TDB reserves the right to prescribe packaging conditions
from time to time.

- 5.23 Staff : The staff to be deployed must be well groomed and wear neat and clean uniforms with name badges. For Supervisors, Service, Production and Support staff the design and colour scheme should be different for easy identification. The Licensee shall inform the pattern and style of uniforms to be adopted for staff. The TDB may specify design, pattern and colour scheme for uniform of the staff at the unit. The licensee will abide by such instructions.
- Staff must be courteous and polite to all at all times. Staff must be trained in catering services and the service should be of a high order. Prior approval of the TDB has to be obtained for the number of staff to be deployed in the Food Plaza.
- 5.24 Issue of proper bills : Licensee will install computerized billing system and issue proper bills for sale of all items as per agreed rates.
- 5.25 Reg. provision of gas burners/cylinders etc. : The gas burners/cooking ranges should be ISI approved and covered by a suitable maintenance contract by the Licensee. The safe working of equipment and adherence to the regulations should be certified by an authorized oil agencies.
- 5.26 Cleaning of utensils : The Licensee shall ensure that utensils, crockery etc. are washed and cleaned with clean water and standard quality detergent/soaps. Recycling dirty water for cleaning shall not be allowed.
- 5.27 Damage to premises : The Licensee shall be responsible for all damages caused to the premises arising out of facts of omission and commission of their staff.
- 5.28 Licensee to provide other services : The Licensee shall undertake to render any other service as may be required by the TDB on mutually acceptable terms.

- 5.29 Cancellation/ : In case the cancellation/withdrawal/non-operation of the catering services at food plaza is for a period of 30 days or more, withdrawal/ non-operation of catering service the agreement will be in abeyance. The tenure of the agreement will be extended by corresponding period at the restoration of catering services.
- 5.30 Handing over of : Upon the expiration of this agreement or its earlier termination premises in accordance with the terms, conditions, obligations hereof the Licensee shall remove themselves from the said premises together with all his belongings and effects and shall deliver vacant possession of the premises to the TDB with the TDB fixtures and effects therein in good condition.
- 5.31 Use of containers only : Staff of the Licensee shall not carry any food item in their pockets/card boxes/mineral water cartons etc. and only food grade container should be used for this purposes.
- 5.32 Use of gloves : Waiters should service with disposable food grade gloves.
- 5.33 High Standard of : Staff at various levels should be extensively trained in customer service care and in providing good quality service.

6.0 OBLIGATION AND RIGHTS OF THE TDB

- 6.1 Issue of medical : TDB will assist licensee for issuance of medical certificates to Certificate the staff of the Licensee.
- 6.2 Inspection by TDB : TDB will inspect/check the services for reviewing its standards, quality and variety of food items, standards for maintenance of cooking areas and washing areas, disposal systems etc. of the Licensee at any time and may authorize any person or agency for this purpose to access the performance of Licensee. In case of unsatisfactory performance or complaint of any nature, the TDB will be competent to initiate suitable action against the Licensee including termination of the License as per the terms and conditions of the agreement.
- 6.3 Right to resume the : The TDB/ reserves the right to resume possession of the leased premises, if required for the purpose of premises working of the TDB.
- 6.4 Provision of space on : TDB will provide spaces as earmarked by TDBs on "As is as is where is basis" to the licensee on lease and license basis. The locations earmarked may be open spaces or spaces with old building structure. Such locations will be handed over in the same condition and no further alterations/demolitions of the old structure building will be carried out by the TDB."
- 6.5 Electricity and Water : TDB will assist in getting the electricity connection/access, Connection power sanction, water connection/access, etc.

- 6.6 Payment of tax : The Licensor shall at all times bear property Tax with respect to
And charges the Food plaza as may be demanded by any competent/local authority. The licensee shall be pay electricity and water charges.
- 6.7 Quality Monitoring : TDB will monitor the quality of the food items by conducting
System regular inspections, taking independent users feedback. Fines/Penalties will be imposed suitably if the quality of the food is not maintained by the Licensee.
- TDB will issue guidelines/circulars on the quality monitoring system and Licensee should follow them to maintain high quality of food.
- 6.8 Third Party food audit : TDB will conduct Food Audit on its own or by professional
agency to conduct inspection and food audit of the premises. The recommendations of the agency as accepted and advised by TDB or its representatives must be complied with by the Licensee.
- 6.9 In-House Audit : Regular in-house food audit, by Licensee, will be undertaken by
trained staff once in six months and items will be recorded and advised for compliance.

7.0 CONDITIONS GOVERNING THE PREFORMANCE OF THE LICENSE

-
- 7.1 Failure to commission : In the event of failure to commission the Food Plaza, the
the Food Plaza Licensee will have to provide a written explanation within a week to the TDB. In case the TDB considers the explanation to be unsatisfactory, it reserves the right to annul the License and forfeit the security deposit. The decision of TDB's will be final and binding in this regard.
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- 7.2 Alteration/renovation of : The Licensee will be allowed to carry out any alteration or
the Food Plaza renovation in the Food Plaza. For all these actions the Licensee will have to take prior approval of the TDB or the designated authorities.
-
- 7.3 Failure to deposit : Licensee is required to deposit annual License Fee as
License fee enumerated herein above, , failing which TDB may take necessary action to recover the dues including termination of licence, TDB will charge interest at the rate 24% per annum calculated for the number of days of default.
- 7.4 Liability of TDB : The TDB will not be liable for any liability arising under
the labour laws or any other law of the land, incurred by the Licensee.
-
- 7.5 Entitlement of : In case the Licensee suffers any loss on account of his

- compensation being restrained by the TDB or any competent authority for indulging in illegal activities or any contravention of any law, he shall not be entitled to any compensation whatsoever.
- 7.6 Indemnification by Licensee : The Licensee will indemnify the TDB administration for any loss or damage caused by Licensee
- 7.7 Verbal or written arrangements other than the agreement : Except as here by otherwise provided any verbal or written arrangements abandoning varying or supplementing this agreement or any of the terms hereof shall be deemed conditional and shall not be binding on the TDB unless until the same is endorsed on the agreement or incorporated in a formal instrument and signed by the party(s).
- 7.8 Presence of Licensee/ authorized Manager : The Licensee or a duly authorized and competent Manager appointed and paid by the Licensee shall remain present in person to manage or supervise the business to be carried on under the provision of this agreement and to ensure that the obligations of Licensee under the agreement are duly performed and observed. In addition, Licensee or a duly authorized and competent Manager appointed and paid by the Licensee shall remain available at the Food Plaza for ease of administration of performance of license to the satisfaction of the licensor. The name(s) of the Manager will be advised by the Licensee to the TDB from time to time.
- 7.9 Unsatisfactory services etc. : In the event of unsatisfactory service, poor quality of articles, persistent complaints from passengers, and services below the standard or any failure or default at any time on the part of the Licensee to carry out the terms and provisions of the agreement to the satisfaction of the TDB (who will be sole judge and whose decision shall be final), and will take necessary action against the licensee including imposition of penalty and it shall be optional to the TDB to make any substitute arrangement it may deem necessary at the cost and risk of the Licensee or to forthwith terminate this agreement without any previous notice to the Licensee and in case of such termination the Security Deposit shall be forfeited by the TDB and the Licensee shall have no claim what so ever against TDB or any of the officials in consequence of such termination of the agreement. No refund of proportionate License Fee shall be admissible in case of Termination under this clause. The Licensee agrees to make good all cost and expenses, if any incurred by the TDB for making the substitute arrangements referred to above. The License shall be also be debarred from participating in the future projects of TDB for a period of one year.
- 7.10 Consequence to the death / severance of any partner/s (in case of : a. If the Licensee is a partnership firm and in case there is permissible clause in the constitution of the firm that the firm shall not be dissolved by reason of the death of one

partnership firm)

partner or the severance of any partner from the business of the firm and in case the performance of the Licensee is entirely satisfactory according to the assessment of the licensor then in such an event the licensor at its discretion may allow the Licensee to continue under the agreement

b. In the event of death of original licensee.

b. Transfer of licence to the spouse/legal heir would be allowed only in the event of death of the original licensee. The licence can be transferred in the name of spouse/legal heir for the unexpired period of the agreement only, with personal approval of the TDB. Nomination of the legal heir should be submitted by the licence holder at the time of entering into agreement. The nomination should be only from amongst the family members.

7.11 Liability for provision of : The Licensee accepts liability, civil and criminal for
Consumer Protection compensation/damages in accordance with provision of
Act. the Act or any statutory modification of
the Act or any other law for the time being in force for
action occasioned by negligence, deficiency of service,
imperfect or improper performance by the Licensee, his
workmen, servants and agents. The Licensee shall
indemnify the licensor from and
against all payments made under the provision of the said
Act or law including all costs, litigation costs etc. Any
money which may become payable by the Licensor as
aforesaid shall be deemed to be money payable to the
licensor by the Licensee and in case of failure by the
Licensee to repay the licensor any money paid by it as
aforesaid within seven days after the same have been
demanded by the licensor shall be entitled to recover the
same from the Security Deposit or from any money due by
the licensor to the Licensee.

7.12 Notice to the Licensee : Any notice in terms of this License by either Party will be
given at the address stated herein above by
Courier/Registered AD Post unless a different address has
been intimated in writing against receipt. Upon the receipt of
any other notice order, direction or any other communication
from any competent authority (including notices, affecting the
rates, taxes or other outgoings) in respect of this licence , the
other Party shall immediately ● deliver a copy of the
necessary document, to that Party.

Subject to as otherwise provided in this agreement, all
notices to be given on behalf of licensor and all other
actions to be taken by the licensor may be given or taken on
behalf of the licensor.

8.0 EXIT CLAUSE

8.1 Lock-in period : The Licensee may exit the business if in his view the same is
not commercially viable or operationally feasible, only after
commissioning of the unit.

- 8.2 Procedure for exit : The Licensee shall be required to communicate its/ his intention of exiting from the Licence in writing by providing a minimum of six months notice to TDB. TDB in the meanwhile initiate the process of fixing up a new Licensee for Food Plaza.
- 8.3 Forfeiture of Security Deposit : In case of an exit under this clause the licence fee and security deposit of the Licensee will be forfeited by TDB.

9.0 EVENTS OF DEFAULT

- 9.1 Breach of any terms and conditions of the License : In the event of any breach of the said terms and conditions of the License, the TDB reserves the right to impose penalties and will be entitled to forfeit the whole or the part of the Security Deposit/License fee besides terminating or revoking the License and debarring the Licensee from participating in the future projects of TDB. The decision of TDB in this regard shall be final and binding.
- 9.2 Termination of License on other events of Default : The licensor shall also be entitled at any time forthwith to terminate the License without notice in any of the following events:
- a) In the event of the Licensee being convicted by a court of law under the provisions of criminal procedure code or any other law.
 - b) In the event of the Licensee being a proprietor or, if a firm, any partner in the Licensee firm being at any time be adjudged insolvent or a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his interest or enter into any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under the partnership Act or, in the event of Licensee being a company, if the company shall pass any resolution to be wound up either compulsorily or voluntarily.
 - c) Repudiation of agreement by Licensee or otherwise evidence of intention not to be bound by the agreement.
 - d) Failure to adhere to any of the due dates of payment specified in the terms and conditions. Immediately on the determination of this agreement the Licensee shall peacefully vacate the premises and hand over to the licensor all articles in the custody or possession of the Licensee and shall remove all his stores and effects from the said premises. In default the licensor shall be entitled to enter and take

possession of the said premises and to lock up the same or remove the furniture or other articles of the Licensee that may be lying there and to dispose of the same by sale or otherwise without being liable, for any damage, and all expenses incurred in connection therewith, shall be deducted by the licensor from the sale proceeds or from the Security Deposit or pending bills of the Licensee.

- 9.3 Failure to provide any : TDB at their discretion may call for any record to satisfy
record to TDB them regarding operation of the License and Licensee will
provide every help failing which it may amount to breach of
condition of the Licensee. All communications /information
received/required by TDB must be furnished by the
Contractor/license within 15 days failing which suitable penalty
including termination of the Contract can be done at the
discretion of TDB.
- 9.4 Compliance for the : Recurring instances of failure to rectify the deficiencies noticed
inspection reports / during inspections and highlighted through complaints shall
Complaints invite imposition of penalty and/or termination of license.

10.0 CONSEQUENCES OF DEFAULT

- 10.1 Notice for termination : In case of any event of default mentioned in the agreement
having occurred, it shall be lawful for the TDB any time
thereafter to impose penalty and/or terminate the License
agreement and forfeit the Security Deposit, SUBJECT
HOWEVER to the TDB having given to the Licensee fifteen
(15) days prior notice in writing to remedy or make good such
breach and in spite of such notice the Licensee having failed
to remedy the breach. Upon termination of this License
agreement as aforesaid, the Licensee shall deliver vacant and
peaceful possession of the premises to the TDB. The License
shall be also be debarred from participating in the future
projects of TDB for a period of **Two years**. The decision of
TDB in this regard shall be final and binding.

11. OTHER CONDITIONS

- 11.1 storage, handling of : The storage, handling of raw materials and finished products
food items will be in extreme hygienic conditions and as per acceptable
norms of the industry. Such storage, handling of raw material
and finish products shall be certified as per norms of the
industry and its standards. The scrutiny in this regard by
quality checks agencies standards to be set by TDB need to
be followed.
- 11.2 Collection of food : TDB reserves the right to get the food samples / raw
samples material collected and tested at approved laboratories at the
cost of the Licensee.
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- 11.3 Advertisement/
Publicity/
Sponsorship : The Licensee will not engage in or permit any
advertisement/publicity/sponsorship of any brand or
product, directly or indirectly, without prior approval of
TDB.
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11.4	Payment of taxes/dues	: The Licensee will be liable for payment of all taxes/duties and other liabilities in respect of the business.
11.5	Liability for compensation/damages	: The Licensee shall accept liability for compensation/damages under the Consumer Protection Act or any other law in respect of performance of the services or in respect of any negligence, act/omission of the Licensee, his workmen, servants and agents.
11.6	Assignment of License	: Licensee shall not, without the prior consent of the TDB, assign the License or any part thereof, or any benefit or interest therein or there under.
11.7	Compliance of : instructions	The Licensee shall comply with any other instructions issued by TDB from time to time within a reasonable time, as may be necessary to ensure better services.
11.8	Quality/make/source of Packaged Drinking Water/Fruit Drink	: TDB may specify quality/make/source of Packaged drinking water/TDB Branded Fruit Drink to be sold by the Licensee. The Licensee shall accept TDB's directions in this regard.
11.9	Disposal of seized : unauthorized items	The Licensee shall not sell the items other than those approved by TDB. Sale of unauthorized items if detected in contravention to approved items, the licensor or its / his authorized representative / official may seize such items and the unauthorized seized items shall be disposed off as per policy of TDB in addition to any penalty to be imposed for this / such contravention.
11.10	General	: The licensor reserves the right to amend any of the clauses of the agreement and also to add fresh clauses from time to time. The rider agreement in this regard shall be executed between the parties within 15 days of the amendment / changes. Further, TDB reserves the right to extend or reduce the stipulated clause in the tender/License conditions herein above, in order to meet operational exigencies. The decision of Chairman and Managing Director of TDB in this regard will be final.
11.11	Check List and Hygiene & quality parameters	Check List for Facilities / Requirements at Food Plaza is attached as Annecure-3. Hygiene and quality parameters for kitchen, food handling, cleanliness, packaging, etc. is attached at Annexure-4.

12. FORCE MAJEURE

In the event of any unforeseen event directly interfering with the operation of License arising during the currency of the License agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, acts of God, sabotage; the Licensee shall, within a week from the commencement thereof, notify the same in writing to the Licensor with reasonable evidence thereof. The Food Plaza shall be restored as expeditiously as possible or, as the case may be, the impediment to accessibility shall be removed as expeditiously as possible. If the Said Property cannot be rendered fit for occupation and use for more than thirty days, the Licensee shall not pay License Fee for such period till the said property becomes accessible and operational following cessation of force majeure event mentioned above. The period of License will be further extended for the period during which License was not operational.

Annexure-1

Site / Sketch Plan of Food Plaza at Food plaza

**DISTRIBUTION OF DISPLAY SPACE ON THE OUTER FAÇADE AND OTHER
AREAS**

Check List - Facilities / Requirements at Food Plazas

Sl No	Particulars
12.	Air curtains at entrances / Exits
13.	DG Sets for power back up facility
14.	Appropriate lighting in and around the Food Plaza.
15.	Tiled / Marble / wooden flooring easy for cleaning and maintenance.
16.	Appropriate interior / exterior wall finishing.
17.	Wooden partitions/ Cabins / Wooden stairs / false ceiling / Modern art paintings
18.	Transparent glass partitioned pantry area.
19.	Insects, flies catchers / Illuminated lights / neon signages.
20.	Provision for fire safety measures with appropriate placement of fire extinguishers.
21.	Common or Independent Gas storage certified by authorized agencies of oil companies
22.	Change room for the staff with toilet facilities without direct access from within the Food Plaza.
23.	Display of TDB logo and brand name along with the brand name of the licensee.
13.	Independent waste / garbage disposal system.
14.	Deputing security personnel / Electronic security alarm systems
15.	Periodical Pest control systems and installation of insectocutors.
16.	Installation of ISI approved fittings, equipments with AMC (Annual Maintenance Contracts).
17.	Deployment of qualified personnel for supervision
18.	High standard of personalized service with neat uniform, Aprons, Chef caps, hand gloves with high personal hygiene standards.
19.	Cold Rooms / Store and deep freezer with aluminum / steel shelves for storage of Veg. & Non-veg. items separately.
20.	Dry Store for storage of Non-perishables with aluminum / wooden shelves separately for veg items.
21.	Modern kitchens with steam boilers / detachable steel grill sinks / Deep freezers / Refrigerators / Bottle coolers / Hot cases / Dispensers / Modern dough kneading machines. Use of modern electronic gadgets for cooking (Ovens, Micro ovens, Salamanders, Deep fat fryers , Grillers , Vegetable Peeling / Slicing Machines, Vacuum cleaners etc.,)
22.	Graphical display of do's & don'ts to the staff on hygiene, sanitation , storage , food handling etc., Filtered water supply (Hot & Cold) usage for cooking purposes. Use of Stainless steel vessels, utensils, containers used for cooking purposes.
21.	Pot wash area with supply of Hot & Cold water for cleaning of utensils.
22.	Use of disposable dustbin covers of appropriate sizes.
23.	System of simultaneous cleaning schedules along with the production process.
24.	Stainless steel work tables, trolleys, shelves, Sinks etc.,
25.	Standardized packing systems at appropriate quantities with approved packing material.

29. System of weighing, measuring, sealing, marking etc., on the packing area.
30. Use of Trolleys with appropriate sizes and capacity for transportation to storage and delivery area.
31. Temperature control Mechanism for packing area.
32. Air conditioning of all outlets.
33. Use of updated Menu cards without correction.
34. Use of bio-degradable disposables/eco-friendly food grade material for packaging .
35. Provision for Complaint / Suggestion book supplied by TDB
36. System of obtaining minimum 500 feed back in 6 months from guests
37. Networked computerized billing.
38. Provision for safe drinking water confirming to the standards stipulated by BIS from time to time/ water filters.
39. Hand wash basins with provision for liquid soaps and hand drier.
40. Facilities for differently abled.

Note: - Above are mandatory provisions, however, these can be relaxed depending on requirements, site conditions etc.

HYGIENE AND QUALITY PARAMETERS FOR KITCHEN, FOOD HANDLING, CLEANLINESS, PACKAGING, ETC.

The manual on quality for food and personal hygiene will define good hygiene practices to be followed in base kitchens, Food Plaza, Fast Food Units, food handling, in Mobile Pantry cars, and catering services at food plazas. All personnel should be aware of their food and personal hygiene responsibilities, and must have adequate training to maintain the highest standards of food and personal hygiene.

Hazard Analysis Critical Control Point, HACCP, is a food handling and operation approach which promotes food safety by identifying food hazards and applying and monitoring necessary control measures at points critical to safety.

The HACCP approach is being actively encouraged for ensuring food hygiene. It is necessary to maintain high level of cleanliness within the food premises (where food is stored, prepared and processed) and to ensure that prepared and raw food is kept separate.

1. PURCHASES AND PROCUREMENT OF RAW MATERIAL ●

- The production of high quality safe food can only be achieved if you utilize sound raw ingredients that are free from contamination.
- The first measure to prevent hazards is to buy from reputable suppliers.
- In respect of temperature-controlled deliveries, the temperature required on delivery should be specified to the supplier.
- All raw materials should be received in storeroom, which should be separate from the food preparation area. Timings of receipt from different vendors be fixed to allow adequate quality check time. Temperature audit during receipt for perishables must be implemented as these affect the shelf life during storage as well as the end product.
- All items must be coded with receipt and use by date to allow maintenance of FIFO (First in First Out). This ensures safe consumption time slots, appropriate quality maintenance and product integrity.
- Examine and categorize each lot for degree of ripeness and maturity in case of fresh fruit and vegetables. Each category be stocked separately to understand the stocks and indenting for fresh supplies. This restricts wastage.
- Examine the freshness of vegetable by colour and odor.

- The presence of dust and foreign material like stones, hairs, nuts, bolts, wires, staples, feathers, rat droppings, papers, cigarette ends, earrings, fingernails, buttons, pen tops should be seen and removed.
- Canned food should have date of manufacture, expiry date and other specifications as given on the packaging.
- All perishables should be used within a short time especially in hot weather.

DELIVERY AREA

- Food will not be left open to possible contamination. Arrangements will be made to ensure that food delivery is made in secure areas free from all risks.
- Food will be placed 18 inches above the ground, in an area free from contamination.

2. RECEIPT OF GOODS AND STORAGE OF GOODS

- Paper towels should be used for wiping crockery and dishes.
- The entire facility, including the floors, walls, ceilings, windows, screens, doors etc. must be cleaned at regular intervals to prevent any accumulation of rubbish.
- All food contact surfaces should be cleaned and sanitized after every use.
- All fans and blowers of coolers, freezers, kitchen and storage areas must be regularly cleaned to prevent build up of any debris and contamination.
- The production area must be thoroughly cleaned at least twice in every 24 hours. The recommended cleaning procedure is a wet wash.
- Drains should not get clogged which leads to foul smelling organic matter.
- Remove all waste material deposited on the grates and shelves. This will keep drains from clogging and emitting foul smell.
- All kitchen equipment must be disassembled, washed and sanitized after use. Ongoing cleaning must be carried while production is on. This includes frequent removal of garbage in linings for uninterrupted production.
- No smoking or pan or tobacco chewing should be allowed in the premises.
- No cobwebs or dust should gather on walls, windows, doors and skylights.
- Maintain weekly schedule for thorough cleaning. Nominate a day for the purpose and display it prominently.
- Leftover food items should be condemned as per rules and schedule of powers.

- Before storage all store items should be cleaned so as to remove external and solid contamination.
- Insects and other foreign materials like dust, hairs, etc. from cereals, pulses, etc. should be removed before washing.
- Dry stores should be stored in airy rooms, and there should be no dampness. Keep some space off from the walls and floors to enable regular cleaning. Do not use damaged, rusty or dented cans for storage. All storage cans should have proper covers.
- Store food material at proper temperature to prevent growth of bacteria, the most common contaminating agent. Stop contamination, multiplication of bacteria and food poisoning. Generally most bacteria inactivate at freezing point i.e. zero degree and below. Between 1.7 and 1.4 degree Celsius they start becoming active but grow slowly. As the temperature rises, they grow faster. Keep food at following recommended temperatures:

• Food Items	• Temperature Range • (Degree Celsius)
• Frozen	• -20 to -10.0
• Milk and milk products	• 3.30 to 7.5
• Fruits and vegetables	• 5.0 to 7.0
• Canned foods (vegetarian)	• 10.0 to 20.0
• Any dry stores like cereals, etc.	• 15.0 to 20.0

- Deliveries of food items will be accepted only by a person authorized to do so and who will check:
- If the foods are substandard the authorized person will ensure the following action:
- When goods are found contaminated on arrival. The goods will be stored separately until inspected and it will be the responsibility of the Manager to notify the supplier;
- Dry goods will not be placed into store until they have been checked for pest damage or infestation.
- Scales will be thoroughly cleaned between the weighing of different goods, especially raw products. Separate scales will be provided for raw vegetables and high-risk foods, each clearly marked for intended use.
 - Containers used for the receipt, storage or distribution of goods will be kept scrupulously clean and dry.
 - Steps will be taken to ensure that cross-contamination does not occur during delivery, stock rotation and storage.
 - New stock will be placed behind/beneath older stock in store or refrigeration, subject to

date coding.

- Stock will be stored off the floor on racks. Racks of adequate capacity will be provided for this purpose.
- Bare wood will not be used for storage
- All opened dry food products and those in inadequate packaging will be stored in pest proof containers that will be maintained scrupulously clean.
- Cleaning chemicals and materials will never be stored with or in close proximity to food or food equipment.
- Storage containers will be washed clean when empty and allowed to dry. Goods stored in bins will be allowed to run down completely at least weekly, to facilitate regular cleaning.

3. STORAGE OF CERTAIN

FOODS Storage of Bread:

- a) To be kept in a cool, well-ventilated storage area to arrest mould formation.

Storage of Canned Foods:

- a) To be inspected regularly to ensure that those which are “blown”, badly dented, seam damaged or rusty are not used.

Storage of Flour and Cereals:

- a) To store sacks of flour and cereals off the floor in a damp-free environment and inspect them regularly for signs of contamination and infestation.
- b) After opening, to store the goods in containers with tight fitting lids. Record the “best before” date sequence.
- c) To thoroughly clean and dry the containers each time they are emptied.

Storage of Fresh Fruit and Vegetables:

To store them in a dry, cool and well ventilated area, away from other foods. Goods will be inspected daily and any deteriorated items removed.

Storage of Milk, Dairy Products and Fats:

- a) Milk and cream will be kept separate from all raw products.
- b) Fresh milk and cream will be placed in a refrigerator or cold storage
- c) Fats will be stored under refrigeration and away from strong smelling foods that could taint them.

4. **CORRECT USE OF REFRIGERATORS**

- Refrigerators will be placed away from heat source (e.g. cooking appliances, sun rays) in a well-ventilated area. They will be so sited that all surrounding areas can be properly cleaned.
- Refrigerators will not be overstocked. Food will not be put in front of cooling elements or tightly packed, so as to prevent air from circulating.
- Cooler and freezer must have two thermometers each with proper display to monitor and maintain appropriate temperature.
- Where a refrigerator is not fitted with automatic defrost, it will be defrosted and thoroughly cleaned at least weekly. Spillages will be cleaned up immediately. Units with automatic defrost will be defrosted and cleaned every month.
- Food under refrigeration will be checked daily to ensure that the quality is maintained and stock is rotated effectively. All food past its “best by” or “use by” date will be discarded.
- Wherever possible, cooked and raw foods will be stored entirely separately and each freezer will be labeled with its intended use. When this is not possible, for example, in a large deep freezer, then separate areas will be designated and clearly labeled, indicating cooked and raw food storage areas.
- All freezers with automatic defrost cycles will be defrosted and cleaned out thoroughly every three months. The shelves will be cleaned weekly.

THE AVOIDANCE OF CROSS-CONTAMINATION IN REFRIGERATORS

- All foods will be wrapped/covered entirely separately and where appropriate, placed on separate trays.
- In mixed refrigerators, high-risk foods will be stored on shelves above raw foods.
- If shelves have been used for raw foods, these will be removed and thoroughly disinfected before using for cooked foods.
- Refrigerators will be thoroughly cleaned weekly

5. **CUTTING AND DRESSING**

- Cutting area and dressing rooms should be separate from the food preparation area.
- Vegetables and fruits should be passed through chlorinated water before they are thoroughly washed in running water.
- Cut vegetables and fruits should be thoroughly washed before transferring them to the kitchen.

- Waste material should be collected in disposable bags and transferred to the garbage bins regularly.

6. **FOOD PREPARATION**

- This being the main part of kitchen, care should be taken to keep it thoroughly clean.
- Floor should be regularly mopped and no washing is allowed in this area.
- Be vigilant and report any damaged equipment or surfaces, leaking oil, missing nuts or bolts, leakage of gas, etc.
- Cooks and helpers should always use aprons and head gears. They should wash their hands in Potassium Permanganate solution before starting food production.
- Keep separate utensils and spoons for non-vegetarian and vegetarian food.
- Use non-saturated branded vegetable oil as cooking medium.
- Only hot water should be used for floor cleaning after the operation has been completed. Anti-grease detergents should be used for such areas.

7. **HOLDING OF COOKED FOOD**

- In restaurants cooked food needs to be kept for some time before it is served because of large quantity of food involved and service time is fairly long. Bain-maries for hot food and refrigerators/deep freeze for cold food should be used:
- To avoid contamination and to safeguard the health of the customers food should be kept at following prescribed temperatures:

Food Item	Prescribed Temperature Range (Degree Celsius)
Main dishes	60 to 65
Hot tea/coffee	85 to 90
Sauces	65 to 80
Salad	4 to 7
Frozen dessert	-3 to -10

8. **PACKAGING OF FOOD**

- Packaging improves presentation and facilitates handling. It should retain heat in case of hot foods and control temperature in case of cold foods.
- Only proper cleaned and sanitized container must be used for packaging.
- Do not keep food uncovered even while packaging
- Use food grade material for packaging to avoid food poisoning
- Do not use wax coated paper containers for serving food

9. **WATER**

- Only potable water will be used for drinking, food preparation, drink dispensers and ice making. Where necessary water will be filtered and treated on-site to ensure all water for these uses is potable.
- UV water purifier should be provided for supply of potable water.

10. **SINKS**

- Food preparation equipment, food etc will not be stored under sinks.
- Separate sinks will, where possible, be provided for each preparation purpose, i.e. raw vegetable etc. These sinks will be labeled with their intended use.
- Sinks will not be used for personal hygiene uses, e.g. hand washing, unless specifically designated for the use.
- Sinks will be cleaned thoroughly after every use.

11. **HAND WASHING FACILITIES**

- Hand washing facilities will be provided in readily accessible positions throughout food handling areas.
- Hand washbasins will be provided with hot and cold running water or water at a suitably controlled temperature.
- Hand soap will be provided at each wash hand basin.
- The fitting will be cleaned and disinfected regularly.
- Wash hand basins will be provided in the staff changing facilities and toilet areas. Notices will be displayed instructing staff to wash their hands.

24. **FOOD EQUIPMENT**

- Only equipment in current use will be stored in kitchen areas. Damaged and worn equipment that cannot be readily cleaned will be replaced.
- The condition and cleanliness of equipment utensils and cleaning cloths will be inspected daily.
- Food preparation equipment and utensils will be cleaned immediately after use.
- Utensils, food containers and pans will be washed thoroughly, using hot water and a detergent and then rinsed in water at a minimum temperature of 70 degree C, to ensure adequate disinfection.

- Cooking equipment and storage racks will be located so as to enable areas below and around to be easily cleaned.
- Equipment used for vegetable preparation will not be used for cooked or other high-risk food preparation.
- Separate labeled or colour coded knives, slicing machines, cutting boards, etc will be provided for cooked vegetable preparation purposes.
- Cutting and preparation boards will be checked daily for excessive wear and appropriate action taken.
- Food preparation surfaces will be used for one purpose only. Raw and cooked foods will not be prepared on the same surface. Each surface will be labeled or colour coded with its intended use.
- Work surfaces will always be cleaned down before and after use, in line with the recommended method.

13. THE AVOIDANCE OF CROSS-CONTAMINATION DURING FOOD PREPARATION

- Raw food will, at all times, be kept apart from food to be served without further heat treatment.
- Separate areas will be provided for the preparation of raw vegetables, with preparation tables being used exclusively for that purpose. Each area will be labeled with its intended use.
- Separate utensils will be provided for the preparation of cooked meals and other high-risk foods and raw vegetables.

14. FIRST AID

- Supply of first aid equipment should be available for use.

15. PERSONAL HYGIENE

- All staff handling food will wear suitable clean protective clothing.
- Protective clothing will be changed daily and more often, if soiled.
- Protective clothing will be worn only for food handling duties.
- Staff will not wipe hands on protective clothing.

- Protective headgear will be worn to ensure hair and dandruff do not contaminate food or surfaces.

STAFF TOILETS

- Wash hand basins will be provided within the areas, with adequate hot and cold water supplies, soap and a suitable hand drying facility.
- The sanitary accommodation will be kept tidy and scrupulously clean.

PERSONAL HYGIENE GUIDANCE FOR FOOD HANDLERS

- Annual medical examination of all staff has to be ensured and a fitness certificate issued.
- Skin lesions, boils, rashes, cuts and discharge from any site are hazardous and can contaminate food with food poisoning bacteria. Staff with diarrhea or vomiting may also contaminate food with food poisoning bacteria.
- All the staff handling food must take every precaution to ensure that such germs are not passed on to food. A few simple rules are, therefore, necessary and all who are employed in handling food must abide by them.
- Scrupulous personal cleanliness is essential to clean food handling and the highest standard must be achieved and maintained at all times by those responsible for food storage, preparation, cooking and service.
- Protective clothing such as apron, headgear, hand gloves etc. must be worn before entering and working in food processing area.
- Food should be touched by hand only when there is no alternative-and hand cleanliness is the basic rule of hygiene.
- Hands and arms must be washed with soap in running hot water and rinsed thoroughly in a wash hand basin designated specifically for such use:
 - Before starting work
 - On returning to work after each break
 - After moving from one area to another
 - After using the toilet
 - Between handling raw and cooked food
 - After handling waste food and refuse
 - After handling chemicals
 - Before and after any cleaning procedure
 - After contact with pests or contaminated food
 - After touching any part of the head
 - After smoking

- Hands should be thoroughly dried preferably with paper towels.
- Nails must be kept short and scrupulously clean and not bitten. Nail varnish is not permitted.
- Skin cleanliness is essential Therefore a daily bath or shower is recommended.
- Feet should be covered with suitable footwear.
- Food or drink should not be consumed whilst working in food handling areas.
- For women, the hair should be contained within a net.
- Hats should be scrupulously clean and must be worn at all times when handling food or in a food room.
- Smoking in a food room is not permitted.

16. TRAINING

- **Staff Training**
- All staff must receive appropriate food and personal hygiene training to ensure that they are able to comply with the hygiene requirements. Initial training should be given on induction and refresher training undertaken on annual basis. The training programme must be in written format, in vernacular, and records must be maintained on imparting of training with acknowledgement of staff,
 - All food handlers should undertake induction training during their first week of employment. Such training should include:
 - Personal hygiene and health policy
 - Avoidance of contamination of food

17. CLEANING

- **EQUIPMENT AND MATERIALS**
- Cleaning equipment, chemicals and materials will be stored in a purpose built room or cupboard, within or adjacent to catering areas. When not in use, the room or cupboard will be kept locked shut.
- Cleaning equipment, chemicals and materials will be returned to the cleaning room or cupboard immediately after use. It will not be stored in the kitchen preparation, storage or serving areas.

- Cleaning materials will never be stored in food or equipment stores where they may contaminate food or equipment.
- All food surfaces, food and equipment will be covered whenever large scale cleaning takes place.
- All equipment used for cleaning will be cleaned after use and prior to storage.

18. PEST CONTROL

- Pest control measures have to be adopted with schedule of pest control to be displayed.
- Insects and rodent pests, cats and birds can spoil and contaminate food. They can also use cause considerable damage to food stocks and premises.
- Food handling areas provide ideal conditions for the survival and multiplication of pests.
- All dry goods will be checked at the time of delivery, for pest infestation or damage before being placed into the storage area.
- Open dry food will be kept in pest-proof containers with close fitting lids. The lids will be replaced immediately after use.
- All stored goods will be kept off the ground and clear of walls, with adequate space between stock to enable regular inspection and cleaning.
 - c) To ensure that food premises are maintained free of pests and any reported incidents receive attention, a competent person or pest control contractor must be employed to:
 - d) Inspect areas within the food premises that have been previously treated.
 - e) Inspect areas within the location that are particularly vulnerable to infestation by pests
 - f) Inspect the food premises for any necessary proofing works or items conducive to pest infestations.

Signs to Look For – Rodents & Mice

- The animals themselves
- Droppings
- Damage to the food itself and food spillage.
- Holes and nesting sites.
- Gnaw marks on packaging, food containers, stored equipment and building fabric.
- Offensive odours may indicate an infestation.

Signs to Look For-Insects

- Insects, including silverfish, flies, cockroaches, ants, moths, weevils, beetles, wasps, mites

and posits (booklice)

- The adult insect, pupae, larvae or juveniles- (Dead or alive)
- Webbing of food packaging, in the food itself, on storage shelves or equipment.
- Small tunnels or holes in some food or packaging.
- Molted skins, faecal pellets, egg or egg pouches (cockroaches)
- Offensive odors may indicate an infestation.

Signs to Look For

- Birds themselves, dropping and feather debris.
- Holes and nesting materials/sites.

19. KITCHEN STRUCTURE

- Adequate space with separate provision for storage of raw material, cleaning and dressing, preparation of food, packaging and delivery.
- Kitchens should be airy and it should have wire meshing on windows, doors and skylights and air curtain on main doors. Electrical chimney/exhaust hood should be provided to suck hot air and effluents from the kitchen. Wall fans should be provided to cool staff but not to bring wind currents on gas stoves. Other rooms should have exhaust fans.
- All incoming forced air must be filtered. All rest rooms must be equipped with exhaust fan and rest room ventilation must have vents directly outside.
- Adequate number of flycatchers (insectocutors) to control fly and other insects in the area must be installed in the kitchen.
- There should be a washroom attached to the base kitchen, which should be provided with washbasin, soap, looking glass and hand dryer.
- UV water purifier should be provided for supply of potable water.
- The kitchen should be facilitated with requisite temperature control system to allow appropriate temperature maintenance in the working facility. Recommended temperature for cold kitchen is 70 degree Fahrenheit. Hot kitchen area should preferably be isolated and equipped with hot air exhaust and fresh air intake fans.
- Major base kitchens should have standard electrical equipment with annual maintenance contract.
- Cold rooms and deep freeze should be provided in case large quantity of food is to be stored for a longer time.
- Good quality utensils preferably stainless steel containers for preparing vegetables and steel containers for tea etc. should be provided which may be appropriately replaced from time to time. In addition following equipment may also be provided and maintained depending upon the size of the kitchens.

- i) Vegetable peelers,
- ii) Dough kneading machine,
- iii) Masala/wet grinders,
- iv) Cooking range,
- v) Rice and water boilers,
- vi) Bain-maries for keeping hot food for restaurant service,
- vii) Trolleys for transfer of food within the kitchen,
- viii) Hot meal trolleys for transfer of food to trains, and
- ix) Weighing scales.

Floors

- Floor surfaces should be durable, slip-resistant, non-absorbent, without cracks or crevices.
- The floor should be laid so as to enable easy and effective cleaning.
- Adequate drainage should be provided and any drainage channels or galleys should be effectively trapped and sealed.

Walls

- Solid walls, coved at the junctions with floors and ceilings, are preferable.
- Wall surfaces should be durable, smooth, impervious and readily cleaned. All cracks should be filled.

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