

[To be published in the Gazette of India,
Extraordinary Part II, Section 3, Sub-section (ii)]

Government of India
Ministry of Commerce and Industry
New Delhi, the.....2009

NOTIFICATION

G.S.R. (E) --In exercise of the powers conferred by section 33 read with section 9 of the Marine Products Export Development Authority Act, 1972 (13 of 1972), the Central Government hereby makes the following rules, namely:-

1. **Short title and commencement** -- (1) These rules may be called the Marine Products (Quality Marking) Rules, 2009.
(2) They shall come into force on the date of their publication in the Official Gazette.
2. **Definitions** -- (1) In these rules, unless the context otherwise requires --
 - (a) "Act" means the Marine Products Export Development Authority Act, 1972 (13 of 1972);
 - (b) "Agreement" means Agreement to be executed between the Authority and the Owner of the seafood processing plant in the format as specified in the **Schedule-I** for granting permission to affix the logo as per these rules;
 - (c) "Approved processing plant" means a processing plant approved under these rules;
 - (d) "Approved technologist" means a person possessing the qualification and experience prescribed under these rules and who in the opinion of the Director is capable of supervising the production and quality control operations of the processing plant;
 - (e) "Authority" means the Authority constituted under Sub-section (1) of Section 4 of the Act;
 - (f) "Authorised Officer" means an officer of the Authority authorised by the Director to discharge the functions under these rules;
 - (g) "Exporter" means a person, a firm, or a company who exports marine products;
 - (h) "Guarantee" means guarantee in the format specified in **Schedule-IIA** for corporate companies, in the format as given in **Schedule-IIB** and **Schedule-IIC** for partnership firms
 - (i) "Logo" means the registered quality mark of the Authority;
 - (j) "notified products" means items of marine products specified by the Authority under these rules;
 - (k) "packs" means unit packs of marine products mentioned in the certificate of approval conforming to the product specifications laid down by the Authority under these rules;
 - (l) "packaging" means any activity of packing of the "notified products" done as per the packaging specifications laid down by the Authority under the Marine Products (Quality Marking) Rules, 2009;

- (m) “panel” means an inter-departmental panel of experts constituted by the Director consisting representatives from the Authority, Central Institute of Fishery Technology and Seafood Exporters Association of India for adjudging the compliance to standards mentioned in rule 3 and empowered to recommend for approval of the “Processing Plants” under these rules;
 - (n) “Processor” means owner or lessee of a processing plant registered under the Act;
 - (o) “Processing Plant” means an establishment where “marine products” are processed as mentioned in sub-rule (1) of rule 3;
 - (p) “Sample” means packs of products drawn for inspection as laid down by the Authority under these rules.
- (2) Words and expressions defined in the Act and used but not defined in these rules shall have the meanings respectively assigned to them in the Act.

- 3. Standards for seafood processing plant** — (1) Processing Plants that meet the standards as specified in **Schedule-III** only shall be allowed to use the logo.
- (2) The frozen storages attached to the processing plants or storages used for storage of frozen products processed in the processing plant shall meet the standards specified in **Schedule-IV**.
 - (3) If the raw material received in the processing plant has been subjected to pre-processing, it shall be done in a pre-processing centre meeting the standards specified in **Schedule-V**.
 - (4) The pre-processing and processing plants shall adopt the Hazard Analysis and Critical Control Point system (herein after referred to be as HACCP system) of quality assurance observing the following: -
 - (i) identify potential hazards. Assess the risk (likelihood) of occurrence;
 - (ii) determine the Critical Control Points and steps that can be ensured to prevent, eliminate or minimize the hazards to acceptable levels;
 - (iii) establish the criteria (tolerances, target level) that must be met to ensure that Critical Control Point is under control;
 - (iv) establish a monitoring system;
 - (v) establish the corrective action procedure when Critical Control Points is not under control;
 - (vi) establish procedures for verification;
 - (vii) establish documentation and record keeping;
 - (5) The processing plant shall maintain all registers prescribed under HACCP system and under the various schemes of Authority in addition to those under the Marine Products (Quality Marking) Rules, 2009.

- (6) Water and ice used in processing of products on which logo is affixed shall meet the standards as specified in **Schedule- VI**. In cases where the importing country stipulates a still higher standard, then it shall apply. The water and ice used in the processing plant shall be subjected to chemical analysis at least once in a year, microbiological analysis at least once in a month and organoleptic parameters daily to ensure potability.
- (7) All food contact surfaces including conveyers, tabletops, tubs, basins, cups, weighing pans and workers hand shall be monitored for cleanliness by microbiological examination once in a fortnight.

4. Specifications for raw materials or additives used – (1) Raw material used shall be fresh, chilled or frozen wholesome fish, crustacean or mollusc or such other species generally used for production of the specific product on which Logo is proposed to be affixed. The raw material shall have the characteristic appearance, colour, odour or such other attributes of fresh wholesomeness relevant to the raw material. The raw material shall be free from visible parasites.

(2) The additives or anti- oxidants or preservatives, colouring matter, cooking media, bread, batter, pre-dust, flavouring agents, etc. used shall be of food grade, permitted by the importing countries as well as the Government of India for use in specific fishery products. Quantity used and residue remaining in the raw material or product, as the case may be, shall be as prescribed by the importing countries and the Central Government from time to time. Requirements of importing countries regarding mentioning of the use of certain additives or preservatives or anti-oxidants and their quantities on the label, carton, etc. shall also be met.

(3) Raw materials imported shall, in addition to the above, meet the standards specified by the Central Government and shall be accompanied by health certificate or such other certificates as stipulated by the Central Government from time to time.

5. Standards of products – (1) A product on which the Logo is affixed or intended to be affixed shall meet the followings:-

- i. general standards specified in **Schedule-VII**;
- ii. product specific organoleptic and bacteriological standards as given in **Schedule-VIII**;
- iii. limits for additives, toxins, drugs, toxic elements, pesticides and antibiotic residues as specified in **Schedule-IX**;
- iv. specification as in **Schedule-X** for Packing and packing materials;
- v. any other standard as may deem necessary by the Central Government or importing country.

6. Qualification of approved technologist — (1) Processing and quality assurance operations shall be supervised by an approved technologist. An approved technologist under this Marine Products (Quality Marking) Rules, 2009 shall possess the following qualification and experience and who in the opinion of the Director is capable of supervising the production and quality assurance operations of the plant:-

- i. a graduate or Post Graduate in Fisheries Science or Fishery Technology or Industrial Fisheries or Fisheries Management or Fish Processing Technology or Food Technology with one year's experience in a seafood processing plant; or
- ii. a graduate or Post Graduate in Marine Biology, Zoology, Chemistry, Biochemistry or Microbiology and minimum two years experience in Seafood processing plant.

7. Conditions for affixing Logo — In addition to conditions specified in the foregoing rules 3, 4, 5 and 6, affixing of Logo on any or all the notified products shall be subject to the following conditions:-

- i. the pre-processing plant, processing plant and frozen storages shall be registered with the Authority under the Marine Products Export Development Authority Act 1972 (13 of 1972) and Rules there under;
- ii. the seafood processing plant and frozen storage shall have the approval of the Export Inspection Council of India;
- iii. products shall be processed in a processing plant approved under the Marine Products (Quality Marking) Rules, 2009;
- iv. the processing plant shall have a valid Certificate of approval under this Marine Products (Quality Marking) Rules, 2009 in the format as in **Schedule-XI**;
- v. Logo shall be affixed only on packs of products mentioned in the certificate of approval of the processing plant under this Marine Products (Quality Marking) Rules, 2009;
- vi. the technology and quality assurance programme adopted in the approved processing plant shall be approved by the Authority under this Marine Products (Quality Marking) Rules, 2009.

8. Procedure for affixing Logo — The procedure stated in rules 9 to 15 shall be observed for granting of certificate of approval, suspension of approval, withdrawal of approval or cancellation of approval and renewal of approval of Processing Plant for affixing Logo:-

9 Granting approval — (1) A processor intending to obtain a certificate to use and affix the logo shall apply to the Director in the application form as in **Schedule-XII**, in duplicate along with prescribed fee and documents specified. Application form is also down loadable from the web site of the Authority and the details obtainable from the Regional and Sub Regional offices of the Authority.

(2) On scrutiny of the application received and if the application is found to be in order the Director shall arrange for a preliminary assessment with reference to conditions 7(i) & (ii) for affixing logo by a team of 2 or more officers of the Authority. Defective or incomplete applications shall be refused and the refusal shall be communicated to the applicant in writing, assigning reasons thereof.

(3) Based on the findings in the preliminary assessment, the Director shall,-

- (a) Appoint the panel for adjudging the adequacy of standards mentioned in Rules 3; or
- (b) order re-assessment; or
- (c) reject the application in writing.

(4) Based on the recommendations of the Panel, the Director shall,-

- a) grant a certificate of approval to the applicant on execution of an agreement in the format as given in **Schedule –II A** , **Schedule-II B** , **Schedule- II C** respectively; or
- b) defer the application for rectification of defects pointed out by the Panel within a specified period; or
- c) reject the application.

(5) Non-approval of processing plant or deferment or rejection of application shall be communicated to the applicant in writing assigning reasons thereof.

(6) The certificate of approval granted to an approved processing plant shall be valid for a period of two years from the date of issue subject to periodical review by the Authorized Officer.

(7) The Logo shall be affixed by the processor only on the packs of products conforming to the standards laid down in rule 5, processed in an approved processing plant and specifically mentioned in the certificate of approval.

10. Suspension of Approval – (1) The certificate of approval for the processing plant or affixation of logo on a product may be suspended by the Director for any of the following reasons, after giving notice for a minimum period of seven days:-

- (a) if the sanitary and hygienic practices and processing methodology followed by the processing plant do not conform to the standards specified;
- (b) if the approved technologist is absent for more than two months or if no dispensation has been obtained from the Director or Authorised Officer for absence of the technologist for more than two weeks;
- (c) during the subsequent inspection, if the processing plant is found not conforming to the standards under rule 3;
- (d) if it is found that two consecutive samples of the same product drawn by the authorised officer do not conform to the required specifications under rule 5;

- (e) if the products are rejected by Government regulatory agency of the importing nation and if the Director is convinced of the reason for rejection;
- (f) if the processor uses the Logo on products not approved for affixing the Logo;
- (g) if the registers stipulated are not maintained or if the entries are not made in the registers on time or if the entries in the register are not true;
- (h) if the processor fails to provide adequate facilities or fails to co-operate with the Director or Authorized officers to monitor the unit including sampling, analysis of samples and verification of registers.

11. Suspension of a product — The certificate of approval of the Processing Plant or affixation of Logo on a particular notified product may be suspended by the Director without prior notice for any of the following reasons:-

- (a) presence of hazardous substances and living or dead organism including microbes in the product or in raw material, which in the opinion of the Director may be injurious to the consumer;
- (b) outbreak of food borne or contagious disease in the locality where the processing plant is situated or where raw material is landed and if the Director is of the opinion that the quality of the product may be affected by the disease.

12. Withdrawal of Approval — (1) The Certificate of approval of the processing plant shall be withdrawn for the following reasons after giving notice for a minimum period of fifteen days:-

- (a) if the period of suspension as per rule 10 & 11 exceeds six months on account of the failure of the processor to take corrective measures to the satisfaction of the Director;
 - (b) if the conditions for award of Logo are not complied with;
 - (c) if the processor has violated or deliberately attempted to violate any of the provisions of Marine Products (Quality Marking) Rules, 2009.
- (2) In case the processor fails to apply for renewal of the certificate of approval by paying the fee fixed, at least one month before the expiry of the certificate of approval or in case the processor fails to ensure compliance to the requirements of the Marine Products (Quality Marking) Rules, 2009, the Director of the Authority may withdraw the approval granted to the Processor to use the Logo.

13. Discontinuing use of logo — (1) The non-approval, suspension of approval and withdrawal of approval shall be intimated in writing to the processor.

(2) Affixing of Logo shall be discontinued immediately on suspension, withdrawal or expiry of certificate of approval. Products already affixed with Logo produced before suspension, withdrawal, or expiry shall meet the standards.

- 14. Re-assessment on rejection of application or withdrawal of approval** — In the case of rejection of application or withdrawal of approval, the unit shall be re-assessed afresh after a time gap specified in each case by the Director depending on the nature and extent of the defect and submission of fresh application on rectification of defects.
- 15. Renewal of Approval** — (1) An application for renewal shall be submitted by the applicant at least three months before of the expiry of certificate of approval.
- (2) On receipt of application for renewal, the Director shall arrange to make necessary inspections. If the conditions for award of Logo are met, the Certificate of Approval shall be renewed for a period of two years from the date of expiry provided the application has been submitted for renewal in time.
- (3) If the application for renewal is not submitted within the period stipulated in sub-rule (1) and the application is submitted before thirty days from the date of expiry, the Director shall consider the application for renewal with a late fee of Rupees five hundred.
- (4) The application for renewal submitted after the date of expiry shall not be accepted. However, application for fresh approval may be submitted in such cases.
- (5) On renewal of approval or withdrawal of suspension of approval, the processor may affix Logo on the specified products.
- 16. Fee etc** — The logo user shall pay the fees as fixed by the Authority from time to time for the application form, various services and certification of facilities for grant of approval for affixing the logo in the packs of their produce. Payments for the forms and various services shall be made either in cash or in Demand Draft drawn on any Scheduled Bank payable at Kochi favouring the Secretary, Marine Products Export Development Authority.
- 17. Forms, Registers and Returns** —The Authority shall design the logo for the Marine Products (Quality Marking) Rules, 2009. The Logo user shall maintain all the required registers and records as mentioned in **Schedule-XIII** and details of export returns submitted to the Authority. The Director may evolve the Inspection Forms and checklists for inspection and monitoring of the facilities.
- 18. Inspections, Monitoring, Sampling and Analysis** — Inspection, monitoring, sampling and testing of samples under the Marine Product (Quality Marking) Rules, 2009 shall be carried out as in **Schedule- XIV**.
- 19. Appeals** — Any person aggrieved by the order of refusal of application for logo, non approval of the processing plant, suspension, withdrawal or penalty to be paid under clause 21 under this Marine Products (Quality Marking) Rules, 2009 may within fifteen days of receipt of the Order, appeal to the Chairman, Marine Products Export Development Authority, who may either confirm, amend or set aside such orders. The

decision of Chairman, Marine Products Export Development Authority shall be final in all such cases.

20. Indemnity — The Authority or any of its officials or Panel Members shall not be held responsible for any loss, injury or damage to the processor affixing the Logo or to the consumer of the product on which the logo is affixed. The Processor shall be fully liable for any claim arising out of product liability laws of any country importing a product displaying the Logo. The Authority, its officials and members of the panel shall remain indemnified.

21. Penalty — In the event of violation of any of the provisions of this Marine Products (Quality Marking) Rules, 2009 the processor shall be liable to pay to the Authority a penalty as guaranteed and in the event of the processor not paying the penalty within the stipulated time, the Authority will be free to take action as envisaged in the Guarantee furnished by the processor and the agreement executed between the Authority and the Processor.

Any claim by the importer or importing country will be settled by the applicant within a time frame of 3 months, failing which MPEDA can initiate appropriate action against the exporter and processor including de-registration under the MPEDA Act & Rules 1972

AGREEMENT TO BE EXECUTED BETWEEN MPEDA AND THE OWNER OF SEAFOOD PROCESSING PLANTS FOR GRANTING PERMISSION TO AFFIX LOGO ON MARINE PRODUCTS EXPORTED FROM INDIA

This Agreement made this the day of between Secretary, the Marine Products Export Development Authority, MPEDA House, Panampilly Avenue, Cochin - 36, an Authority constituted under the MPEDA Act 1972, hereinafter referred as to the MPEDA, which expression shall include its successors, and M/s a seafood processing unit registered with the MPEDA, hereinafter called the 'applicant' which expression shall include its respective successors and assignees.

Whereas MPEDA has evolved a Marine Products (Quality Marking) Rules to grant the seafood processors registered with it and who meet the criteria prescribed by it a logo to be affixed on seafood products exported from India by the processors, as a mark of quality for marketing their products and

Where the applicant has, after referring and fully understanding the Marine Products (Quality Marking) Rules and the terms and conditions and mandatory obligation for availing the logo, applied to MPEDA for granting permission to affix the logo on specified products exported by them from India and

Whereas MPEDA after scrutiny of the application and verification of the facilities and assuring the capability of the applicant in complying with the requirements set forth by MPEDA has decided to permit the applicant to affix the logo on the products mentioned below and

1. NOW THIS AGREEMENT WITNESSES THAT the logo will be affixed by the applicant only on packs of notified products conforming to the standards laid down by the Authority and processed in the approved processing plant mentioned in the certificate of approval.
2. No other processor will be allowed by the applicant to use the logo on any product.
3. The processing plant approved for the processing of the products for which permission has been granted to affix the logo will be maintained by the applicant in compliance with the standards as prescribed by the Authority from time to time.
4. Logo will not be affixed on products processed during the period of suspension, withdrawal or termination of approval of the processing plant or the technologist by EIA or MPEDA or the expiry date mentioned in the certificate unless otherwise renewed.
5. MPEDA will be intimated by the applicant within two weeks if the approved technologist or approval of the processing plant and / or of the technologist is suspended, withdrawn or terminated by the Export Inspection Agency.
6. In case of any quality complaints or rejections of the product exported or marketed affixing the logo MPEDA will not be made responsible in any manner. The entire responsibility will be vested with the applicant.
7. Any claims by the importer or the importing country will be settled by the applicant without implications to MPEDA.

8. MPEDA can withdraw the permission granted to affix the logo to the applicant any time without assigning any reason for the withdrawal.
9. Consignment wise details of the products processed and exported affixing the logo shall be furnished to MPEDA within 30 days of effecting the shipment.
10. Any other details called for by MPEDA will be furnished to MPEDA.
11. The HACCP system of quality assurance implemented and maintains records thereof. The HACCP system and records shall be subject to verification and auditing by MPEDA.
12. No additive other than the permitted additive will be added to the product. In any case, the residues shall not exceed the limits prescribed.
13. Raw material or the product will not be procured from areas affected by outbreak of contagious diseases.
14. Any fee prescribed for inspection or renewal will be remitted to the MPEDA.
15. In case the applicant decides to discontinue the use of the logo, that shall be intimated to MPEDA, well in advance and shall be confirmed in writing by MPEDA.
16. The Authority, any of its officials or Panel Members shall not be held responsible for any loss, injury or damage to the processor affixing the logo or to the consumer of the product on which the logo is affixed. The processor shall be fully liable for any claim arising out of product liability laws of any country importing a product displaying the logo. The Authority, its officials and members of the panel shall remain indemnified.
17. The applicant shall abide by the terms and conditions stipulated in the Marine Products (Quality Marking) Rules of MPEDA and in the event of any violation of any of the clauses of the Marine Products (Quality Marking) Rules or this agreement shall become liable to pay to MPEDA a sum as prescribed by the Authority from time to time as penalty and - for payment of the said sum shall furnish a Guarantee in the format as prescribed by the Authority from time to time with proper undertaking. -
18. Violation of any of the clauses of this agreement may lead to suspension of approval to affix the "Logo" and forfeiture of security invoking the guarantee furnished by the processor or with both and or withdrawal of registration issued to the processing unit and exporter.
19. It is specified and agreed by the applicant that subject to clause 18, all disputes in connection with the logo Marine Products (Quality Marking) Rules shall be decided by any of the courts situated in Ernakulam and no other court shall have any jurisdiction to deal with the said disputes.
20. The applicant having gone through the MP(QM) Rules and the terms and conditions thereof hereby agrees to abide by them.

In witness whereof, the parties have affixed their signatures on this day of the year first above written.

Signed, sealed and delivered

MPEDA

Witness:

1. Signature
Name
Occupation
Full address
2. Signature
Name
Occupation
Full address

Place :

Date :

Signed, sealed and delivered

APPLICANT

Witness:

1. Signature
Name
Occupation
Full address
2. Signature
Name
Occupation
Full address

Schedule-IIA

Format of Corporate Guarantee

THIS DEED OF GUARANTEE made this the day ofBYa company incorporated under the Companies Act, 1956 with its Registered Office at(hereinafter referred to as the "GUARANTOR" which expression shall mean and include its successor and assigns) in favour of THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY, MPEDA House, Panampilly Avenue, Cochin – 682 036 (hereinafter referred to as "MPEDA" which expression shall mean and include its successors and assigns)

WHEREAS:

1. MPEDA has evolved the Marine Products (Quality Marking) Rules to grant the seafood processors registered with it and who meet the criteria prescribed by it a logo to be affixed on seafood products exported from India by the processors, as a mark of quality for marketing their products and
2. The GUARANTOR has, after referring and fully understanding the Marine Products (Quality Marking) Rules and the terms and conditions and mandatory obligation for availing the logo, applied to MPEDA for granting permission to affix the logo on specified products exported by them from India and
3. MPEDA after scrutiny of the application and verification of the facilities and assuring the capability of the GUARANTOR in complying with the requirements set forth by MPEDA has decided to permit the GUARANTOR to affix the logo on its products and pursuant thereto an agreement dated..... (hereinafter referred to as the "Agreement") has been executed between the MPEDA and GUARANTOR.
4. One of the conditions stipulated in the agreement is that the GUARANTOR shall furnish to MPEDA a corporate guarantee to secure compliance of the terms and conditions of the Marine Products (Quality Marking) Rules and in consideration thereof this deed is executed.

NOW THIS DEED WITNESSETH and it is hereby covenanted, agreed and declared by the GUARANTOR as follows:-

- (1) In consideration of MPEDA permitting the GUARANTOR to affix the logo under the Marine Products (Quality Marking) Rules evolved by MPEDA on its products and the GUARANTOR agreeing to abide by all the terms and conditions stipulated in the said Marine Products (Quality Marking) Rules and the agreement, the guarantor personally guarantees to pay to MPEDA the sum of Rs.5, 00,000/- (Rupees Five Lakhs only) without demur and merely upon demand by MPEDA and without requiring MPEDA to invoke any other legal remedy that may be available to MPEDA, it being understood and agreed that MPEDA will be the sole judge as to whether the GUARANTOR has committed breach of the any of the terms and conditions of the Marine Products (Quality Marking) Rules or Agreement and that MPEDA's right under this Guarantee shall not be affected by reason of the fact that GUARANTOR may have raised any dispute with regard to their liability.
- (2) This Guarantee shall be a continuing Guarantee so long as the Agreement is in force.

- (3) The Guarantee herein contained is independent and distinct and the GUARANTOR will not claim to be discharged to any extent because of MPEDA's failure to secure or obtain any other security or losing for any reason whatsoever any other security that has been taken.
- (4) MPEDA shall have the fullest liberty without in any way affecting this guarantee and discharging the GUARANTOR from its liability hereunder, to postpone for any time or from time to time or forbear to enforce the covenants under the Agreement or any other covenants contained in or implied by the Marine Products (Quality Marking) Rules or any other remedies or securities available to MPEDA or to grant any indulgence or facility to the GUARANTOR and the GUARANTOR shall not be released by any exercise by MPEDA of its liberty with reference to the matters aforesaid or any of them or by reason of time being given to GUARANTOR nor any other forbearance act or omission on the part of MPEDA or any other indulgence by MPEDA or by any other matters or things whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the GUARANTOR and the GUARANTOR hereby waive all suretyship and other rights which they might otherwise be entitled to enforce.
- (5) In order to give effect to the Guarantee herein contained MPEDA shall be entitled to act as if the GUARANTOR is the principal debtor to MPEDA for all payments and covenants guaranteed hereunder.
- (6) The Guarantee herein contained shall not be revoked or effected by the release of any one or more of the Guarantors and shall continue to be binding and operative as regards the remaining Guarantors.
- (7) The liability of the GUARANTOR under this guarantee shall not be affected by any change in the constitution of MPEDA or the GUARANTOR.
- (8) The execution of this Guarantee has been duly authorized by the General Body of the GUARANTOR on
- (9) If any time default shall be made in payment of the amount guaranteed hereunder MPEDA shall be entitled to recover the same with interest from the GUARANTOR personally and from their properties and the GUARANTOR will indemnify and keep indemnified MPEDA against all loss of principal interest and other moneys secured by this Guarantee and all costs charges and expenses whatsoever which MPEDA may incur by reason of any default on the part of GUARANTOR.

IN WITNESS WHEREOF the GUARANTOR has executed this deed and the common seal of the GUARANTOR affixed hereto on the day and year first above written.

Signed and delivered on behalf of

By its Directors, Mr.....

and Mr.....and the common seal affixed hereto as authorized by resolution datedof the Company in General Meeting

Schedule-IIB

FORMAT OF GUARANTEE BY PARTNERSHIP COMPANIES

THIS DEED OF GUARANTEE made this the _____ day ofBY Shri. / Smt.....agedson / daughter of /.....residing at..... and a partner of M/s.....(hereinafter referred to as "GUARANATOR" which expression shall mean and include the heir executive and legal representative) in favour of THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY, MPEDA House, Panampilly Avenue, Cochin – 682 036 (hereinafter referred to as "MPEDA" which expression shall mean and include its successors and assigns)

WHEREAS:

1. MPEDA has evolved a Marine Products (Quality Marking) Rules to grant the seafood processors registered with it and who meet the criteria prescribed by it a logo to be affixed on seafood products exported from India by the processors, as a mark of quality for marketing their products and
2. M/s.a firm registered under the Indian Partnership Act with its office at(hereinafter referred to as the "Firm" of which the "GUARANATOR" is a partner has , after referring and fully understanding the Marine Products (Quality Marking) Rules and the terms and conditions and mandatory obligation for availing the logo, applied to MPEDA for granting permission to affix the logo on specified products exported by them from India and
3. MPEDA after scrutiny of the application and verification of the facilities and assuring the capability of the Firm in complying with the requirements set forth by MPEDA has decided to permit the Firm to affix the logo on its products and pursuant thereto an agreement dated..... (hereinafter referred to as the "Agreement") has been executed between the MPEDA and Firm.
4. One of the conditions stipulated in the agreement is that the Partner of the Firm shall furnish to MPEDA a personal guarantee to secure compliance of the terms and conditions of the logo Marine Products (Quality Marking) Rules and in consideration thereof this deed is executed.

NOW THIS DEED WITNESSETH and it is hereby covenanted, agreed and declared by the GUARANTOR as follows:-

- (1) In consideration of MPEDA permitting the Firm to affix the logo under the Marine Products (Quality Marking) Rules evolved by MPEDA on its products and the Firm agreeing to abide by all the terms and conditions stipulated in the said Marine Products (Quality Marking) Rules and the agreement, the GUARANTOR personally guarantees to pay to MPEDA the sum of Rs.5, 00,000/- (Rupees Five Lakh only) without demur and merely upon demand by MPEDA and without requiring MPEDA to invoke any other legal remedy that may be available to MPEDA, it being understood and agreed that MPEDA will be the sole judge as to whether the Firm has committed breach of the any of the terms and conditions of the Marine Products (Quality Marking) Rules or Agreement and that MPEDA's right under this Guarantee shall not be affected by reason of the fact that the firm or the GUARANTOR may have raised any dispute with regard to their liability.
- (2) This Guarantee shall be a continuing Guarantee so long as the Agreement is in force.

- (3) The Guarantee herein contained is independent and distinct and the GUARANTOR will not claim to be discharged to any extent because of MPEDA's failure to secure or obtain any other security or losing for any reason whatsoever any other security that has been taken.
- (4) MPEDA shall have the fullest liberty without in any way affecting this guarantee and discharging the GUARANTOR from its liability hereunder, to postpone for any time or from time to time or forbear to enforce the covenants under the Agreement or any other covenants contained in or implied by the Marine Products (Quality Marking) Rules or any other remedies or securities available to MPEDA or to grant any indulgence or facility to the Firm and the GUARANTOR shall not be released by any exercise by MPEDA of its liberty with reference to the matters aforesaid or any of them or by reason of time being given to the Firm nor any other forbearance act or omission on the part of MPEDA or any other indulgence by MPEDA or by any other matters or things whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the GUARANTOR and the GUARANTOR hereby waive all surety-ship and other rights which they might otherwise be entitled to enforce.
- (5) In order to give effect to the Guarantee herein contained MPEDA shall be entitled to act as if the GUARANTOR is the principal debtor to MPEDA for all payments and covenants guaranteed hereunder.
- (6) The Guarantee herein contained shall not be revoked or effected by the release of any one or more of the Guarantors and shall continue to be binding and operative as regards the remaining Guarantors.
- (7) The liability of the GUARANTOR under this guarantee shall not be affected by any change in the constitution of MPEDA or the Firm.
- (8) If any time default shall be made in payment of the amount guaranteed hereunder MPEDA shall be entitled to recover the same with interest from the GUARANTOR personally and from his / her properties and the GUARANTOR will indemnify and keep indemnified MPEDA against all loss of principal interest and other moneys secured by this Guarantee and all costs charges and expenses whatsoever which MPEDA may incur by reason of any default on the part of GUARANTOR.

IN WITNESS WHEREOF the GUARANTOR has executed this deed on the day and year first above written.

Signed and delivered by

Schedule-IIC

FORMAT OF GUARANTEE BY PROPRIETOR

THIS DEED OF GUARANTEE made this the day ofBY Shri.aged....., son / daughter of.....residing atproprietor of M/s.(Hereinafter referred to as GUARANTOR which expression shall mean and include his heirs executives and administrator) in favour of THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY, MPEDA House, Panampilly Avenue, Cochin – 682 036 (hereinafter referred to as “MPEDA” which expression shall mean and include its successors and assigns)

WHEREAS:

1. MPEDA has evolved a Marine Products (Quality Marking) Rules to grant the seafood processors registered with it and who meet the criteria prescribed by it a logo to be affixed on seafood products exported from India by the processors, as a mark of quality for marketing their products and
2. The GUARANTOR has, after referring and fully understanding the Marine Products (Quality Marking) Rules and the terms and conditions and mandatory obligation for availing the logo, applied to MPEDA for granting permission to affix the logo on specified products exported by him / her Proprietary concern by name.....from India and
3. MPEDA after scrutiny of the application and verification of the facilities and assuring the capability of the GUARANTOR in complying with the requirements set forth by MPEDA has decided to permit the GUARANTOR to affix the logo on its products and pursuant thereto an agreement dated..... (hereinafter referred to as the “Agreement”) has been executed between the MPEDA and GUARANTOR.
4. One of the conditions stipulated in the agreement is that the GUARANTOR shall furnish to MPEDA a personal guarantee to secure compliance of the terms and conditions of the logo Marine Products (Quality Marking) Rules and in consideration thereof this deed is executed.

NOW THIS DEED WITNESSETH and it is hereby covenanted, agreed and declared by the GUARANTOR as follows:-

- (1) In consideration of MPEDA permitting the GUARANTOR to affix the logo under the Marine Products (Quality Marking) Rules evolved by MPEDA on its products and the GUARANTOR agreeing to abide by all the terms and conditions stipulated in the said Marine Products (Quality Marking) Rules and the agreement, the guarantor personally guarantees to pay to MPEDA the sum of Rs.5, 00,000/- (Rupees Five Lakh only) without demur and merely upon demand by MPEDA and without requiring MPEDA to invoke any other legal remedy that may be available to MPEDA, it being understood and agreed that MPEDA will be the sole judge as to whether the GUARANTOR has committed breach of the any of the terms and conditions of the Marine Products (Quality Marking) Rules or Agreement and that MPEDA’s right under this Guarantee shall not be affected by reason of the fact that GUARANTOR may have raised any dispute with regard to their liability.
- (2) This Guarantee shall be a continuing Guarantee so long as the Agreement is in force.

- (3) The Guarantee herein contained is independent and distinct and the GUARANTOR will not claim to be discharged to any extent because of MPEDA's failure to secure or obtain any other security or losing for any reason whatsoever any other security that has been taken.
- (4) MPEDA shall have the fullest liberty without in any way affecting this guarantee and discharging the GUARANTOR from its liability hereunder, to postpone for any time or from time to time or forbear to enforce the covenants under the Agreement or any other covenants contained in or implied by the Marine Products (Quality Marking) Rules or any other remedies or securities available to MPEDA or to grant any indulgence or facility to the GUARANTOR and the GUARANTOR shall not be released by any exercise by MPEDA of its liberty with reference to the matters aforesaid or any of them or by reason of time being given to GUARANTOR nor any other forbearance act or omission on the part of MPEDA or any other indulgence by MPEDA or by any other matters or things whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the GUARANTOR and the GUARANTOR hereby waive all suretyship and other rights which they might otherwise be entitled to enforce.
- (5) In order to give effect to the Guarantee herein contained MPEDA shall be entitled to act as if the GUARANTOR is the principal debtor to MPEDA for all payments and covenants guaranteed hereunder.
- (6) The Guarantee herein contained shall not be revoked or effected by the release of any one or more of the Guarantors and shall continue to be binding and operative as regards the remaining Guarantors.
- (7) The liability of the GUARANTOR under this guarantee shall not be affected by any change in the constitution of MPEDA or the GUARANTOR.
- (8) If any time default shall be made in payment of the amount guaranteed hereunder MPEDA shall be entitled to recover the same with interest from the GUARANTOR personally and from their properties and the GUARANTOR will indemnify and keep indemnified MPEDA against all loss of principal interest and other moneys secured by this Guarantee and all costs charges and expenses whatsoever which MPEDA may incur by reason of any default on the part of GUARANTOR.

IN WITNESS WHEREOF the GUARANTOR has executed this on the day and year first above written.

Signed and delivered by

Schedule-III

STANDARDS FOR PROCESSING PLANT

1. Premises and Building.–

- (i) The processing plant or pre-processing plant shall be in an area where contamination due to dust or ash or other pollutants are minimum.
- (ii) The immediate approach to the processing areas shall be concreted or tarred or turfed up to 9 meter in front of the entry and around the plant but limited to the open space between factory and compound wall such as to prevent wind blown dust.
- (iii) The processing establishment shall be housed in a building of permanent nature affording sufficient protection from normal climatic hazards like wind blown dust or rain and shall be of sufficient size for work to be carried out under adequate hygienic conditions. The design and layout shall be such as to preclude contamination of the input materials and processed product.
- (iv) The food handling areas shall be completely separated from the area used for residential purpose.
- (v) The layout of different sections shall be in such a way as to facilitate smooth and orderly flow of work to prevent possible cross contamination. The frozen products on its way to cold store from the processing area or on its way out from cold store shall not enter raw material handling areas.
- (vi) There shall be adequate natural or artificial lighting. The bulbs and tubes shall have protective covering.
- (vii) There shall be adequate facilities for natural or mechanical ventilation system to provide fresh air and where ever necessary good steam and water vapor extraction facilities shall be provided. Ventilation opening shall be provided with fly proofing arrangements.

2. Fly proofing, Vermin and Animal Control.–

- (i) The processing areas including raw material receiving and storing area shall be provided with effective fly-proofing arrangements. Suitable steps shall also be taken to prevent the entry of insects, rodents, birds and animals into the processing area.
The preventive and control systems will be depicted in appropriate diagrams which will be a permanent document of the unit available for inspection.
- (ii) All entry points from outside into processing plant shall be fitted with air curtains to prevent entry of dust, flies, etc.

3. Receiving Area.–

- i. There shall be a raised platform to unload the raw material before being taken to the raw material receiving area. The sides and top of this platform shall be sufficiently protected from extraneous contamination.

- (ii) The area in which the raw material is received and stored shall be so separated from the area in which the finished product is prepared or packed so as to eliminate contamination.

4. Ceiling Wall and Floor of Work rooms.–

- (i) The floor of the food handling area shall be water proof, free from crevices, easy to clean and disinfect and laid down in such a way as to facilitate the drainage of the water easily or provided with equipment to remove water. There shall be no water stagnation on the floor.
- (ii) The internal walls of the food handling area shall be durable and have smooth surface, which are easy to clean and impermeable, water proof and light coloured.
- (iii) Walls up to 1.5 metre from the floor shall be free from projection except in the case of structural pillars. All pipes and cables shall be neatly maintained.
- (iv) Wall to wall and wall to floor junctions shall be rounded off to facilitate proper cleaning.
- (v) Ceiling shall be free from cracks and open joints and shall be smooth, water proof, light coloured and easy to clean. If false ceilings are used, it shall be of material permitted for use in a food processing establishment.
- (vi) All doors and windows in the raw material room and in the processing rooms, chill room, change room and ante- room shall be durable and made of corrosion resistant material and shall be of self-closing type and easy to clean with fly proofing arrangements.
- (vii) All inside windowsills shall be sloping inwards.
- (viii) All entry points into the processing area shall be provided with foot dip of min. 1.3 x 1.3 x 0.05 m. The pit shall be outside the entry point and provided with potable water treated with an approved disinfectant. The stagnant water shall be drained at frequent intervals depending on the quantity of contamination it receives.
- (ix) All entry points into the processing area shall be provided with adequate facilities for cleaning and disinfecting hands. Only non-hand operated taps shall be used.
- (x) Instruments and working equipment such as table, containers, conveyor belts, plates & inner surfaces of plate freezers, knives, blades, bowl and other utensils used shall be of smooth corrosion resistant materials, easy to clean and disinfect.
- (xi) All fish contact surfaces shall be cleaned and disinfected as per recommended procedures for seafood processing.
- (xii) Utensils used for inedible or contaminated materials shall be identified by specific mark, colour, or shape and shall not be used for handling edible products. Adequate waste receptacles shall be provided for frequent removal of waste from the working areas.
- (xiii) Wooden fixtures shall not be used inside processing plant.

5. Machinery.–

Items of machinery if any installed in the processing area shall meet the following:

- (i) Freezing equipment shall be sufficiently powerful to achieve a rapid reduction in the temperature so that the required core temperature is obtained within the minimum period (the rate of freezing shall be 'quick freezing')
- (ii) The freezing equipment shall be fitted with calibrated gauges to indicate temperature and pressure.
- (iii) Surfaces or parts of machinery, knives or blades, weighing machines, etc. coming into contact with raw material or products shall be easily cleanable.
- (iv) Machinery shall be designed and installed in such a way that it is easy to clean underneath and prevent accumulation of fish pieces, slime, etc.

6. Chill room or Ice Storage.–

- (i) Chill room and ice store shall be provided. If the chill room is used for storing ice, the ice should be stored in such a way that it shall not be contaminated by the raw material stored in the room.
- (ii) Requirements specified for workrooms at 4.i to 4.vii and 4.xi shall apply to chilled rooms, chilled storages also.

7 Frozen Storage.–

The frozen storage should conform to the standards prescribed in **Schedule-IV**.

8 Water and Ice.–

- (i) Facilities for adequate supply of potable water meeting the standards specified in **Schedule-VI** shall be provided. In case of installed water storage tank the man hole cover shall be lockable and constructed in such a way that rain water shall not flow inside the tank.
- (ii) A supply of non potable water is permissible for the production of steam, fire-fighting and the cooling of refrigeration equipment, provided that the pipes installed for the purpose preclude the use of such water for other purpose and present no risk of contamination of the products. Non-potable water pipes shall be clearly distinguished from those used for potable water. Entire plumbing line of the processing unit will be depicted in a diagram and shall be available in the unit as a document for inspection.
- (iii) Facilities for supply of adequate quantity of good quality ice shall be available,-
 - (a) only flake ice shall be used in processing plant;
 - (b) ice used outside the processing plant (for icing at landing centers, during transportation, pre-processing, etc.) shall also be made using potable water meeting the standards stipulated in **Schedule-VI**;

- (c) production of ice, its harvesting, handling, transportation, stacking, crushing, etc. shall be done without causing any contamination.

9. Disposal of waste.–

- (i) Arrangements for disposal of wastewater shall be provided and shall be approved by the Pollution Control Board or such other body of the respective state.
- (ii) Solid waste shall be handled and removed as given under 13.(f).

10. Other facilities.–

- (i) Dormitories and change rooms shall be separate. The change rooms shall be with smooth, water proof floors and walls shall be washable upto 1.5 M. from the floor. Wash Basins shall be provided. The Wash Basins must have soap and disposable towels for cleaning and drying the hands. The tap in the Wash Basins must not be hand operable. If toilets are provided in the change rooms, the doors should not open to the work area. Suitable toilet facilities shall be provided separately for male and female workers.
 - (ii) There shall be proper arrangements to keep the aprons, headgear, gumboots and slipper used in the processing areas in a clean manner. There shall be sufficient number of uniforms/ aprons in accordance with the number of workers. There shall be separate space in the change room to store the street dress. The aprons and the street dress shall not be stored together in the same cabin or shelf. Sufficient number of hangers are to be provided in the change room. Official uniform or apron shall not be taken to house by workers. The cleanliness of the change room, uniforms and laundry arrangements shall be adequately monitored and recorded.
 - (iii) There shall be adequate facilities for cleaning and disinfecting the vehicles used for transporting the material.
 - (iv) Establishments keeping live animals such as crustaceans and fish must have appropriate fittings ensuring the best survival conditions and shall be provided with water of quality such that no harmful organisms or substances are transferred to the animals.

11. General conditions applicable to premises and equipment.–

In addition to the standards mentioned above, the following general conditions are also applicable,-

- (a) all monitoring instruments or equipments shall be calibrated at specified intervals.
- (b) floors, walls and partitions, ceilings or roof linings, equipments and instruments used in fish processing plant must be kept in a satisfactory state of cleanliness and repair, so that they do not constitute a source of contamination for the products.
- (c) rodents, insects and any other vermin must be systematically exterminated in the premises or in the equipment. Rodenticides, insecticides, disinfectants and any other potentially toxic substances must be stored in premises or cupboards, which can be locked; their use must not present any risk of contamination of the product.

- (d) working areas, instruments and working equipment must be used only for work on fishery products. However, on authorization by the Director these may be used for work on other foodstuffs also.
- (e) detergents, disinfectants and similar substances used in the processing plant must be those suitable for use in food industry.

12. General conditions applicable to staff.–

- (i) The supervisors receiving the raw material and supervisors/ technologists supervising production shall have basic knowledge regarding the source of raw material and possible hazards with reference to material from such sources.
- (ii) The highest possible standard of cleanliness is required of staff, more specifically,-
 - (a) staff must wear suitable clean working clothes and headgear. The headgear shall completely enclose the hair. This applies particularly to persons handling exposed fishery products.
 - (b) staff assigned to the handling and preparation of fishery products must be required to wash their hand elbow down each time work is resumed. Wounds on hands must be covered by a waterproof dressing.
 - (c) smoking, spitting, eating and drinking in work and storage premises of fishery products must be avoided.
 - (d) the processor shall take all the requisite measures to prevent persons liable to contaminate fishery products from working on and handling them until there is evidence that such persons can do so without risk.
 - (e) any person working on and handling fishery products shall be required to prove, by a medical certificate, that there is no food safety hazard from them. The medical supervision of such a person shall be governed by the national legislation in force. The processor shall maintain a health card for each worker.
 - (f) staff involved in handling or preparation of fishery products in the processing plant and preprocessing plant shall be given training on regular basis on proper handling, personal hygiene, etc. A schedule of such training programme has to be maintained by the processor.

13. Additional conditions for handling raw materials in pre-processing and handling of pre-processed or semi processed materials.–

In addition to the facilities and conditions stipulated above, the standards for processing plant/ pre-processing plant shall include the following conditions pertaining to handling of raw material, pre-processing, handling of pre-processed or semi-processed material,-

- (a) where chilled, unpacked products are not dispatched, prepared or processed immediately after reaching the establishment, they must be stored under ice in the establishment's chilled room. Re-icing must be carried out as often as is necessary.

The ice used, with or without salt must be made from potable water or clean sea water and be stored under hygienic conditions in receptacles provided for the purpose. Such receptacles must be kept clean and in good state of repair. Wooden boxes and bamboo baskets shall not be used for this purpose. Pre-packed fresh products must be chilled with ice or in mechanically refrigerated plant at similar temperature conditions.

- (b) operations such as beheading and gutting must be carried out hygienically. The products must be washed thoroughly with potable water or clean sea water immediately after such operations.
- (c) operations such as filleting and slicing must be carried in such a way as to avoid the contamination or spoilage of fillets and slices and in a place other than that used for beheading and gutting operations. Fillets and slices must not remain on work tables longer than necessary for their preparation. Fillets and slices to be sold fresh must be chilled as quickly as possible after preparation.
- (d) guts and parts that may constitute a danger to public health must be separated and removed from the vicinity of products intended for human consumption.
- (e) containers used for the dispatch or storage of fresh fishery products must be designed in such a way as to ensure both their protection from contamination and their preservation under hygienic conditions and more particularly they must have facility for drainage of melt water.
- (f) unless special facilities are provided for their continuous disposal, waste materials shall be placed in leak-proof, covered containers which are easy to clean and disinfect. Waste must not be allowed to accumulate in working areas. It must be removed either continuously or as soon as the containers are full. At the end of each working day, the waste containers shall be shifted to premises intended for storage of such containers. The containers, receptacles, and/or premises set aside for waste must always be thoroughly cleaned and if appropriate, disinfected after use. Waste stored there must not constitute a source of contamination for the establishment or a source of pollution of its surroundings. Waste containers used for storing waste shall be provided with lid and shall be opened only when needed.

Schedule-IV

STANDARDS FOR FROZEN STORAGE

1. Premises and Building.–

- (i) The immediate approaches to the FROZEN storage shall be concreted or tarred or turfed up to 9 M. to protect wind blown dust.
- (ii) The floor shall be waterproof, free from crevices easy to clean and disinfect and laid in such a manner as to facilitate the drainage of water freely, or shall be provided with equipment to remove water.
- (iii) The walls and ceilings should be properly insulated to hold the temperature of the storage at the desired level.
- (iv) Walls shall have smooth surface and shall be durable, impermeable and easy to clean.
- (v) Ceilings or roof linings shall be easy to clean.
- (vi) Door shall be of durable material and easy to clean.
- (vii) There shall be adequate lighting.
- (viii) The cold room where the finished products are stored shall have sufficiently powerful refrigeration plant and shall be designed so as to keep the temperature at –18 degree Celsius or below.
- (ix) The ideal temperature of the cold storage shall be –18 degree C. or below.
Temperature increase due to defrosting, frequent opening of door, men working inside the cold storage etc. shall not be more than 5 degree C from the ideal temperature.
- (x) The frozen storage will preferably be fitted with automatic temperature recording device.
The accuracy of the temperature recorder shall be monitored at intervals not longer than 30 days.
- (xi) The frozen storage shall have suitable arrangement on the floor and walls to facilitate free circulation of cold air.
- (xii) Stacking of the product inside the frozen storage shall be such as to facilitate uniform storage temperature inside the store.
- (xiii) An anteroom of suitable size shall be provided.
- (xiv) There shall be an efficient alarm system.
- (xv) Air curtains or blinds shall be provided at the entrance of the anterooms and the frozen storage.
- (xvi) The cold storage shall be maintained in good hygienic conditions.

2. **Rodent control measure** The ante room shall be rodent proof and shall have facilities to prevent entry of flies.

3. **Sanitary facilities** In the case of independent frozen storages there shall be sufficient number of toilets with self-closing doors and entrance to toilets shall not be directly from store or ante- room.

4. **Workers hygiene**
 - (i) The workers shall maintain high degree of cleanliness while inside the premises.
 - (ii) They shall be provided with uniform and protective clothing to work in the cold storage.

5. **Records** Records pertaining to the temperature of the cold storage shall be maintained. Temperature shall be recorded every two hours. These records shall be available at the premises for inspection by authorized officers for a minimum period of one year.

Schedule-V

STANDARDS FOR INDEPENDENT PRE-PROCESSING CENTRE (PPC)

I. Premises of Building.—

- (j) Immediate approaches of the PPC's shall be concreted or tarred to turfed upto eight meters of the entry.
 - (ii) The pre-processing centres shall be housed in a building of permanent nature affording sufficient protection from normal climatic hazards like wind blown dust and shall be of sufficient size for work to be carried out under adequate hygienic conditions. Their design and lay out shall be such as to preclude contamination of the product. Clean and contaminated parts of the building shall be properly separated.
 - (iii) The food handling areas shall be completely separated from the area used for residential purpose.
 - (iv) The pre-processing of products shall be in such a way as to facilitate the smooth and orderly flow of work to prevent possible cross contamination.
 - (v) There should be adequate natural or artificial lighting. The bulb and tubes should have protected covering.
 - (vi) There shall be adequate facilities for natural or mechanical verification system to provide fresh air. Ventilation openings, if any, shall be provided with fly proofing arrangements.
- 2. Fly proofing, vermin and animal control.—** The pre-processing areas including the raw material receiving area shall be provided with of insects, rodents, birds and animals into pre-processing area. The preventive and control systems shall be depicted in appropriate diagram which shall be a permanent document of the unit available for inspection. effective fly-proofing arrangements. Suitable steps shall also be taken to prevent the entry

3. Receiving area .—

- (k) There shall be a raised platform where the raw material is unloaded before being taken to the raw material receiving area. The sides and top of this platform shall be sufficiently protected from extraneous contamination. Raised plat from shall be provided for loading finished products. Receiving area and loading area shall be separate adequately
- (ii) The inner side of the walls of the foods handling area shall be of smooth surface, which are washable up to one meter from the floor.

4. Ceiling, wall and floor of working area.–

- (i) Walls up to 1.5m from floor shall be free from projection and washable except in the case of structural pillars.
- (ii) Wall to wall and wall to floor junctions shall be either rounded off or be such as to facilitate proper cleaning,
- (iii) Ceiling shall be free from cracks and open joints and shall be smooth, waterproof, light coloured and easy to clean.
- (iv) All doors and windows shall be durable and made of corrosion resistant materials and shall be of self-closing type and easy to clean with fly proofing arrangements.
- (v) All windows sills shall be sloping inwards.
- (vi) All entry points into the pre-processing area shall be provided with feet washing of min 1.3 x 1.3 x 0.05m. The pit shall be provided with potable water and disinfectant. The stagnant water shall be changed at frequent intervals to avoid cross contamination from the stagnant water. Less width of feet dip can be acceptable as long as this width does not make it possible for the workers to jump over.
- (vii) All entry points into the pre-processing area shall be provided with adequate facilities for cleaning and disinfecting hands.
- (viii) All out ward openings shall be fitted with air curtains to prevent entry of dust and other insects
- (ix) Instruments and working equipments such as tables, containers, conveyor belts, knives and other utensils used shall be of smooth corrosion resistant materials, easy to clean and disinfect.
- (xi) Utensils used for inedible or contaminated materials shall be identified by specific marks or colour or shade and shall not be used for handling edible products. Adequate waste receptacles shall be provided for frequent removal of waste from the working areas.

5. Chilled storage.– Appropriate facilities in the forms of bins should be provided where balance raw material or pre-processed material can be stored with ice. These containers shall have arrangements for continuous drainage of water during use.

6. Chill room .–

- (i) The floor of the chill room shall be waterproof, easy to clean and disinfect and laid down in such a manner as to facilitate the drainage of water or shall be provided with equipment to remove water.
- (ii) Walls shall be smooth surfaced and shall be durable, impermeable and easy to clean.
- (iii) Ceiling or roof linings shall be easy to clean.
- (iv) Doors shall be of durable materials and easy to clean.
- (v) There shall be adequate lighting.
- (vi) The idle temperature of the chill room shall be up to 0 Degree to 5 Degree Celsius.
- (vii) The chill room shall be maintained in good hygienic condition.

7. Water and Ice Supply.–

- (i) Facilities for adequate supplies of water (IS 4251) municipal supplied/or approved drinking water or alternatively clean seawater treated by an appropriate system under pressure and in sufficient quantity shall be provided.
- (ii) There should be adequate facilities to wash the pre-processed material.
- (iii) Arrangements for wastewater disposal shall be provided to eliminate contamination of products.
- (iv) Facilities to provide sufficient quantities of good quality ice manufactured from water meeting the requirements of Municipal/Local bodies / IS4251 or procured from Export Inspection Council approved ice plants.

8. Change rooms and rest rooms.–A change room or rest room shall be provided where workers will be able to change clothes and /or put on aprons, caps etc and to take rest at intervals to reduce entry of out side contaminants to the pre-processing areas. The lavatories if provided shall not open directly on to the working areas.

9. Transportation.–

- (i) Peeling process should be carried out on table top, the surface of which should be smooth and easy to clean.
- (ii) Raw material and finished product shall be transported in clean covered and sanitized means of transport.

10. General Conditions of hygiene applicable to premises and equipments.–

- (i) Rodents, insects and other vermin must be systematically exterminated in the premises or in the equipment. Rodenticides, insecticides, disinfectants and any other

potentially toxic substances must be stored in a way so as to eliminate risk of contamination of the product.

- (ii) Working areas, instruments and working equipments must be used only for work on fishery products.
- (iii) Detergents, disinfectants and similar substances must be approved by the competent authority and used in such a way that they do not have adverse effects on machinery, equipments and products.

11. General conditions of hygienic applicable to Staff.–

- (i) The highest possible standard of cleanliness is required of staff. More specifically:
- (ii) Staff must wear suitable clean working clothes and headgear, which completely encloses the hair. This applies particularly to persons handling exposed fishery products. Male and female workers, after changing their outer garments in the dormitories, will enter the change rooms (which are an integral part of the pre processing unit), will put on full aprons, covers and headgears so as to cover all exposed outer garments in case factory dress is not provided, wash their hands with soap and enter the re-processing area. Aprons, headgears, gumboots and slippers used by workers in the pre-processing units shall always be clean .
- (iii) Staff assigned in the handling and preparation of fishery products must be required to wash their hands at least each time work is resumed. A waterproof dressing must cover wounds on the hands.
- (iv) Smoking, spiting, eating and drinking in work and storage premises of fishery products must be prohibited.
- (v) Adequate toilet facilities with proper fly proofing arrangements shall be provided.
- (vi) Display of signboards for compliance of staff, wherever required shall be provided.
- (vii) The employer shall take all the requisite measures to prevent persons liable to contaminate fishery products from working on and handling them, until there is evidence that such persons can do so without risk.

12. Records.–

- (i) The Pre-Processing Centers shall maintain records of raw material control, production of pre-processed material control, transportation control,, traceability of fish and fishery products etc.
- (ii) Maintenance schedule records of the premises and equipments shall also be provided.

Schedule-VI

STANDARDS FOR WATER AND ICE

Water and ice used in processing for production of products on which logo is affixed shall meet the following requirements. In case where the importing country stipulates a still higher standard, the requirements of the importing countries have to be met.

Characteristic	Requirement
Microbial	
1. Total bacterial count/ml. Max.	100
2. Coliforms count/ 100 ml	Absent
3. <i>Escherichia coli</i> count/ 100 ml	do
4. Coagulase – positive Staphylococci/ ml	do
5. Salmonella and Shigella/ l	do
6. Vibrio cholerae/ l	do
Physical and Chemical	
1. Colour, hazen units, maximum	5
2. Turbidity, Nephelometric Turbidity Unit (NTU), maximum	5
3. Odour	Odourless
4. potential of Hydrogen (pH)	6.5 – 8.5
5. Total dissolved solids, mg/l. max.	1500
6. Alkalinity (as CaCO ₃)	100
7. Chlorides (as NaCl) mg/l. max	1000
8. Sulphates (as SO ₄) mg/ l. max.	200
9. Total hardness (as CaCO ₃) mg/l.max.	600
10. Iron (as Fe), mg/l. max.	0.3
11. Copper (as Cu), mg/l. max.	0.1
12. Lead (as Pb), mg/l. max.	0.1
13. Mercury (as Hg), mg/l. max	0.001
14. Cadmium (as Cd), mg/l. max.	0.01
15. Arsenic (as As), mg/l. max.	0.05
16. Chromium (as Cr), mg/l. max	0.05
17. Selenium (as Se) mg/l. max.	0.01
18. Free chlorine, mg/l. max.	10.0

Schedule-VII

GENERAL STANDARDS

1. The product shall be produced/ processed in an approved processing plant and possessing a certificate of approval under the Marine Products (Quality Marking) Rules,2009.
2. The product shall be packed inside a primary container and one or more primary containers shall be packed inside a master carton (secondary container). Both the primary container and the master carton shall meet the specifications under the Marine Products (Quality Marking) Rules,2009 . A primary container may not be used when the buyers insist so.
3. The primary container and secondary container shall contain details such as, processor code, date of production/ date code, grade, net weight, type of product, name of processor, product of India and such other additional details as required under this Marine Products (Quality Marking) Rules, 2009 and notifications issued under Export(Inspection & Quality Control) Act, 1963. Additional details required by the importing country shall also be furnished; however, these details should be true and correct with reference to the product. The primary container and the secondary container shall meet the standards specified in **Schedule-X**.
4. Sealing of the primary container and the Master carton should be such as to protect the product from contamination and damage and to ensure adequate shelf life to the product.
5. The product shall be stored in approved premises/ stores meeting the standards specified under the Marine Products (Quality Marking) Rules, 2009.
6. The transportation of product, raw material or utilities like water and ice shall be effected in such a way as not to affect the physical, chemical, microbiological, or organoleptic qualities of the item.
7. Net weight of the product in the pack shall not be less than the net weight declared. If the net weight declared is on frozen weight basis, this should be specifically mentioned on the container. Where the minimum solid weight is specified for a product or proportion of solid to filler medium is specified by the Government of India, importing nation or by the buyer, this norm shall also apply.
8. The product shall be of the count or grade declared. If the grade or count is based on frozen product weight, this shall be specifically mentioned on the container.
9. Product in any primary container shall be of uniform colour processed using raw material of a single species and pieces shall be uniform in size.
10. Where the product types are prefixed or suffixed with the commercial or trade name of the species or fish or its abbreviation such as (eg: HOW- Head On White, RLT - Rock lobster tails etc), the products should be prepared using the species of shrimp or lobster or fish or cuttlefish or squid or other species which are known by the same commercial or trade or scientific name. The type of product or its abbreviation on counter slips or documents, registers, etc. shall be as per the commercial trade

practice adopted to specify the type of product. In the event of any dispute regarding the species in the pack and declared commercial or trade name, the Director's decision shall be final.

Eg: HOW or HLW Head On White or Headless White shall be from species of shrimp *Penaeus indicus* known by trade/ commercial name White shrimp in Head On or Head Less form.

HOB or HLB Head On Brown or Head Less Brown shall be from species of shrimp *Metapenaeus dobsoni*, , *M. affinis*, *M. brevicornis*, *Parapenopsis stylifera* known by trade/ commercial name brown shrimps in Head On or Head Less form.

11. Designating or naming of frozen product as block frozen, individually frozen or shatter or layer packed or individually quick frozen (IQF) shall be based on the following:-

Type of freezer or Freezing method	Designating or naming of frozen product
(i) Block freezing in Plate freezer or in other freezers in block frozen and each individual piece cannot be separated in frozen condition.	Block frozen
(ii) Freezing in plate freezers and each individual piece or layer can be separated in frozen form.	Shatter pack, Semi IQF
(iii) Individually frozen in freezers other than IQF machinery.	Individually frozen
(iv) Individually frozen in IQF Machinery	Individually quick-frozen or IQF

12. In the case of Individually Quick Frozen products, the quantity of glaze shall be within the limits specified by the importing country, Government of India or the importer whichever is the lowest.

13. In the case of breaded and battered products, the proportion of shrimp, fish, cephalopod, etc. in the product shall be as per the norm stipulated by the importing country. Breadcrumb and batter used shall meet the specifications, if any, of the buyer, importing country or the Government of India, which ever is more stringent. Labeling requirements regarding use of bread & batter shall meet the requirements of the importing country.
14. Visible parasites shall be absent.
15. Harvesting, handling, transportation, storage, processing and distribution practices adopted shall be those required for the highest quality products.
16. In cases where the tolerance limit specified by importing country is lower than that stipulated under the Marine Products (Quality Marking) Rules, 2009 and or in cases where additional requirements relating to quality and labeling are stipulated by the importing country, the product and its labeling shall meet such requirements.

Schedule-VIII

PRODUCT SPECIFIC STANDARDS

Organoleptic and Bacteriological Standards.— The product to be affixed with logo shall meet the organoleptic and bacteriological standards given below.

1. Shrimps or Lobsters

1.(a) Organoleptic standards for Frozen Shrimps, frozen lobsters, chilled shrimps, chilled lobsters, cooked shrimps and cooked lobsters.

1. The product shall be processed out of fresh, chilled or frozen and thawed wholesome raw material of quality suitable for human consumption and specified under the Marine Products (Quality Marking) Rules, 2009.
2. The product shall have the appearance, colour, odour and texture characteristic of the species.
3. The product shall meet the following organoleptic norms (after thawing if the product is frozen).

Characteristic or Factor Tolerance	Maximim tolerance limit by count %	Maximim permissible Score <i>(Based on a score deduction table in schedule VIIIA)</i>
1. Dehydration	10	3
2. Discoloration	10	6
3. Deterioration	Nil	0
4. Black spot on shell or meat Head on and headless	5	2
Peeled	Nil	0
5. Non uniform pieces (Note 1)	10	5
6. Broken and damaged pieces (Note 2)	5	6
7. Legs, antenna pieces of veins, Hanging meet and soft shell (Note 3)	5	4

8. Texture (Note 4)	Moderately tough	4
9. Foreign vegetative matter	2 pieces	2
10. Objectionable foreign matter (Note 5)	Nil	

Total score shall not exceed 20.

Notes:

1. If the variation between the net weight of the individual pieces and the average weight of the pieces is up to 10% it can be considered as uniform piece. If the variation is above 10% such pieces shall be considered as non-uniform. However the non-uniform pieces shall be of the declared grade or grade adjacent to it. If at all smaller or bigger pieces are required to be used for adjusting the declared weight, the number of such pieces not falling in the declared grade or grades adjacent to it shall not exceed two numbers in a pack. In case of counts like U/8, U/10 etc. the actual count shall be below the limit prescribed.
 2. Shrimps having less than four segments are considered as broken.
 3. HL or peeled shrimps with portion of Cephalothoraxes or head are considered as pieces with hanging meat.
 4. Slightly tough or moderately tough textures are acceptable. Excessive toughness is not acceptable.
 5. Objectionable foreign matter includes glass, nails, metal pieces, stone etc., and filth materials like flies, insects, hair or part of insects and flies.
- 1. (b) Bacteriological standards for chilled or frozen shrimps and lobsters other than cooked shrimps and lobsters shall meet the following standards.**

Characteristics	Maximum Tolerance limit
Total Plate Count at 37 degree C/g	5 x 10 ⁵
<i>Escherichia coli</i> count/g.	10
Coagulase Positive Staphylococi Count/g	20
Salmonella and Arizona in 25 gms	Absent
Vibrio cholerae or Vibrio parahaemolyticus in 25 gms	Absent

(*) Note: Individual pieces deviating in weight by more than twenty five percent from the average weight per piece are non-uniform pieces.

11.(b) Bacteriological standards for chilled or frozen cephalopods for raw consumption shall meet the following bacteriological standards.

Characteristics	Maximum Tolerance limit
Total Plate Count at 37 degree C	2×10^5
<i>Escherichia coli</i> count/g.	Nil
Coagulase Positive Staphylococi Count/g	Nil
Salmonella and Arizona in 25 gms	Absent
Vibrio cholerae or Vibrio parahaemolyticus in 25 gms	Absent
Shigella in 25 gms	Absent

11.(c) Bacteriological standards for frozen or chilled cephalopods other than those for raw consumption and other than cooked products.

Characteristics	Maximum Tolerance limit
Total Plate Count at 37 degree C	5×10^5
<i>Escherichia coli</i> count/g.	10
Coagulase Positive Staphylococi Count/g	20
Salmonella and Arizona in 25 gms	Absent
Vibrio cholerae or Vibrio parahaemolyticus in 25 gms	Absent
Shigella in 25 gms	Absent

11.(d) Bacteriological standards for cooked cephalopods shall meet the following bacteriological standards.

Characteristics	Maximum Tolerance limit
Total Plate Count at 37 degree C	1 x 10 ⁵
<i>Escherichia coli</i> count/g.	Nil
Coagulase Positive Staphylococi Count/g	Nil
Salmonella and Arizona in 25 gms	Absent
Vibrio cholerae	Absent
Vibrio parahaemolyticus in 25 gms	Absent
Shigella in 25 gms	Absent
Lysteria in 25 gms	Absent

III. Frozen fish (including fillets, steaks)

III (a) Organoleptic standards for frozen or cooked frozen fish and fish products.

Frozen fish whole, fillet, steak or in any other form including cooked fish shall meet the following standards:

- (i) The products shall be produced from fresh, chilled or frozen and thawed fish of the appropriate species of quality suitable for human consumption and meeting the quality specified under the Marine Products (Quality Marking) Rules.
- (ii) The product in thawed condition shall have appearance, colour, odour and texture characteristic of fresh fish.
- (iii) The product shall meet the following organoleptic norms (after thawing if the product is frozen)

Characteristics	Maximum Tolerance limit percentage by count
Dehydration	0
Discolorations	10

Deterioration	Nil
Bruised or damaged pieces	5
(*) Non-uniform pieces	10
Texture	Soft but firm
Foreign vegetative matter	5 pcs or nos.
Objectionable foreign matter	Nil

Aggregate tolerance shall not exceed ten percent.

(*) Note: Individual pieces deviating in weight by more than twenty five percent from the average weight per piece are non-uniform pieces.

1II. (b) Bacteriological standards for frozen fish or fish products other than cooked/ blanched or Sashimi fish or fish product. Shall meet the following standards.

Characteristics	Maximum Tolerance limit
Total Plate Count at 37 degree C/g	5×10^5
<i>Escherichia coli</i> count/g.	10
Coagulase Positive Staphylococi Count/g	20
Salmonella & Arizona in 25 gms	Absent
Vibrio Cholerae	Absent
Vibrio Parahaemolyticus in 25 gms	Absent
Shigella in 25 gms	Absent

1II. (c) Bacteriological standards for cooked or blanched or Sashimi fish or fish products. Shall meet the following bacteriological standards.

Characteristics	Maximum Tolerance limit
Total Plate Count at 37 degree C	1×10^5
For sashimi grade (un cooked) product (TPC)	2×10^5
<i>Escherichia coli</i> count/g.	Nil

Coagulase Positive Staphylococi Count/g	100
Salmonella and Arizona in 25 gms	Absent
Vibrio cholerae or Vibrio parahaemolyticus in 25 gms	Absent
Shigella in 25 gms	Absent
Lysteria in 25 gms	Absent

Schedule-VIII A

SCORE DEDUCTION TABLE (FOR FR. SHRIMPS AND LOBSTER)

Factor	Extent of Quality	Rate of score deduction variation
Dehydration	Nil	0
	Upto 5% by count	1
	Above 5% upto 20% for each addl. 5% or part thereof by count	2
	Above 20% for each addl. 5% or part thereof by count	4
Discoloration of shell and meat	Nil	0
	Upto 2% by count	2
	Above 2% upto 5% by count	4
	Above 5% for each addl. 5% or part thereof by counts	2
Deterioration	Nil	0
	Upto 2% by count	2
	Above 2% upto 5% by count	6
	Above 5% by count	21
Black spot on Shell	Nil	0
	Each 5% or part thereof by count	2
Broken and damaged pieces	Nil	0
	Each 2% or part thereof by count	2
Legs, bits of veins, antenna, Loose shells	Upto 2% by count	0
	Above 2% for each addl. 2% or part thereof by count	2
Soft shells and Hanging meat	Nil	0
	Each 5% or part thereof by count	2
	Above 2% for each addl. 2% or part thereof by count	2
	Above 5% for each addl. 2% or part thereof by count	2
Foreign vegetative matters	One piece	1
	Two pieces	2
	Three to ten pieces	5
	Over 10 pieces for each addl. 4 pieces	2
Uniformity of size	Non uniform pcs	0
	Each 2% or part thereof by count	1
Texture	Slight toughness	2
	Moderate toughness	4
	Excessive toughness	11

Schedule-IX

LIMITS FOR ADDITIVES TOXINS, DRUGS, TOXIC ELEMENTS AND PESTICIDES ETC

1. Additives etc

Additives, preservatives, anti-oxidants and colouring matter used would be limited to such extent that the residue or the content of the item or its derivatives or other forms in the product shall not exceed the limits indicated below:

(1) Additives	Maximum limit
Pentasodium-triphosphate	Singly or in combination
Penta potassium-triphosphate	10 mg/kg as in Lobster, and
Sodium polyphosphate	0.5% in Shrimps and fish
Calcium polyphosphate	
2) Preservatives	
Sodium Sulphite	100 mg/kg in edible part of the raw
Sodium meta bisulphate	product or 30 mg/kg in edible part of
Potassium metabisulphite / Potassium sulphite/ Potassium bisulphite	cooked product.
3) Anti oxidants	
Ascorbic acid)
Sodium ascorbate)
Potassium ascorbate) 1000 mg/kg of product
Butylated hydroxyanisole)
4) Added colours	
Amaranth)
Beta Carotene)
Erythrosine)30 mg/kg of product
Ponceau 4 R)
Sunset Yellow FCF (For Colouring Food)	(
5) Others	
Ethylene diamine tetra acetic acid (EDTA)	250 mg/kg
Sodium Benzoate) 1000 mg/kg
Methyl paraben) Should be absent
Boric acid	

II. Natural toxins (biotoxin) and Dioxins in the products shall not exceed the following:

Paralytic shellfish poison(PSP)	Maximum 0.8 ppm
Neurotoxic shellfish poison(NSP)	Maximum 0.8 ppm
Diarrhetic shellfish poison(DSP)	Maximum 0.2 ppm (Okadaic acid)
Amnesic shellfish poison(ASP)	Maximum. 20 ppm (Domoic acid)
Dioxins	4 pcg

III. Presence of VBN (volatile base nitrogen) and Histamine (Biogenic Amines):

Product on which logo is affixed or intended to be affixed shall not contain total volatile base nitrogen above 25 mg per 100 gm of the product and Histamine not above 10 mg (avg.) per 100 gm of the product. Indole content in the product shall not exceed 25-microgram/100 gm. product.

IV. Antibiotic or drug residues

	ppm (Max. limit)
Chloramphenicol	Nil
Nitro furans including Furazolidone,)
Nitrofurazone, Furaltadone, Nitrofurantoin,)Nil
Furylfuramide, Nifuratel, Nifuroxime,)
Nifurprazine and all their derivatives)
Neomycin	Nil
Nalidixic acid	Nil
Sulphamethoxazole	Nil
Aristolochia spp. and preparations thereof	Nil
Chloroform	Nil
Chlorpromazine	Nil
Colchicine	Nil
Dapsone	Nil
Dimetridazole	Nil
Metronidazole	Nil
Ronidazole	Nil
Ipronidazole	Nil
Other nitroimidazoles	Nil
Clenbuterol	Nil
Diethylstilbestrol (DES)	Nil

Salfonamide (except approved sulfadimethoxine, sulfabromomethazine and sulfaethoxy pyridazine)))Nil)
Fluroquinolones	Nil
Glycopeptides	Nil
Tetracycline	0.1
Oxytetracycline	0.1
Trimethoprim	0.05
Oxolinic acid	0.3
Sulphamerazine	absent
Sulphadimethoxine	0.1

V. Pesticides residues

The maximum residual limit for pesticides or organo chlorine compounds in products affixed with logo shall not exceed the limit specified below:

	ppm (Maximum. limit)
(i) BHC (Benzene Hexachloride Crude)	0.3
(ii) Aldrin	0.3
(iii) Dieldrin	0.3
(iv) Endrin	0.05
(v) DDT(Benzene Hexachloride Crude), DDE (<u>Dichlorodiphenyldichloroethylene</u>), TDE (Tetrachlorodiphenylethane)	5.0
(vi) Chlordane	0.3
(vii) Chloredecone	0.3
(viii) Diquat	0.1
(ix) Fluridone compounds	0.5
(x) Glyphosate compounds	0.25

VI. Toxic elements

Products produced out of crustaceans and molluscs (including cephalopods) on which logo is affixed shall not contain toxic elements (listed below) beyond the limit specified below against each:

	ppm (Maximum limit)
(i) Arsenic	75
(ii) Cadmium	3
(iii) Chromium	12

(iv) Lead	1.5
(v) Nickel	80
(vi) Mercury	1

VII. Other undesirable chemicals or detergents

Product shall not contain the following chemicals or compounds beyond the maximum limit specified.

	ppm
Heptachlor or Heptachlor Expodie	0.3
Mirex	0.1
Polychlorinated Biphenyls (PCBs)	2.0
Simaziine	12.0

Schedule-X

SPECIFICATION OF PACKAGING MATERIALS

1 Polythene sheets or bags

Products	Thickness
A For block frozen products	≥50 micron
B For IQF or Shatter pack	
i) Net weight of product upto 500 gms	≥50 micron
ii) Net weight of product upto 1 kg.	≥ 75 micron
iii) Net weight of product upto 10 kg	≥ 150 micron

2 Master Cartons

- (i) Net weight upto 10 kg. 5 Ply with 120 gsm semi virgin kraft paper, top layer with duplex virgin Kraft paper with a bursting strength of 8 kg/cm² (Minimum).
- (ii) Net weight more than 10 kgs. 7 Ply, top layer with 180 gsm virgin kraft paper up to 23 kgs and rest with 150 gsm semi virgin kraft paper with a bursting strength of not less than 12 kg/cm² (Minimum)

3 Duplex cartons

300 gsm (Minimum)
Ring stiffness 270 neutrons (Minimum)
Bursting strength 4 kg/sq/cm (Minimum)

4 Tray packs

Expanded polystyrene trays 1.5 mm thickness
(Minimum)

5 General packaging requirements

- (a) The pouches shall be clean and without specks
- (b) The pouches shall be 3 sides or 4 sides sealed
- (c) The seal width shall be minimum 5 mm particularly the top seal (for filled pouches)
- (d) The pouches shall be either reverse or surface printed. In the case of surface print, the print shall be compatible to the product and shall not lift or smudge. The print shall be legible and easy to read.
- (e) The pouches shall not fail, either on the body or along the seals when subjected to normal drop tests.
- (f) All packages shall be made from food grade materials.
- (g) The printing ink shall be of food grade quality. The product shall not smear with the ink.
- (h) There shall not be perforations on the packages.

Note: The standards are suggested based on minimum requirement. However, for export to various countries, specifications prescribed by buyers, if any, are to be complied with.

Schedule-XI

**THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY
MINISTRY OF COMMERCE, GOVERNMENT OF INDIA
MPEDA HOUSE, PANAMPILLY NAGAR
COCHIN 682 036**

CERTIFICATE OF APPROVAL FOR USING LOGO

No:

Date:

- 1 Name and address of the Company :

- 2 Address of the processing plant :

- 3 Marine Products Export Development Authority
Registration Number :

- 4 Export Inspection Agency Approval Number :

- 5 Names of Approved Technologists : 1
2
3

- 6 Products approved : 1
2
3
4
5

- 7 Date of expiry of Certificate :

DIRECTOR
Signature

Changes noted

Sl No. Date Change

Schedule-XII

**THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY
MINISTRY OF COMMERCE, GOVERNMENT OF INDIA
MPEDA House, panampilly nagar,cochin 682 036.**

**MARINE PRODUCTS (QUALITY MARKING) RULES, 2009.
APPLICATION FOR GRANTING PERMISSION TO AFFIX LOGO ON MARINE
PRODUCTS EXPORTED FROM INDIA**

(To be submitted in duplicate)

1. Name of the applicant Company ;
2. Office address, phone No., Mob. No.,
Fax and E-mail address :
3. Name of the Chief Executive :
4. Factory name and address of the
processing plant including phone, fax No. :
5. Marine Products Export Development
Authority Registration. No. / date :
6. Export Inspection Agency approval No.
and validity (Attach Copy) :
7. Whether approval for export to European
Union obtained :
8. Whether Hazard Analysis and Critical Control
Point manual scrutinized by the Authority :
9. Whether valid Hazard Analysis Critical
Control Point Compliance Certificate
obtained from the Authority (Attach Copy) :
10. If 8 and 9 have not been obtained from the
Authority, whether the same have been obtained
from other agencies? If so, the details and period
of validity (Attach Copy) :

11. List of products covered under the Hazard Analysis and Critical Control Point Plan :
12. Brand name for which Logo is proposed to be used :
13. Description of products proposed to be covered under the Marine Products (Quality Marking) Rules,2009 :
14. Description of Markets to which items in Sl. No. 13 are proposed to be exported :
15. Whether the plant has in-house testing laboratory :
16. Names of the approved technologist :
17. Whether the water is tested in accordance with 80/778/EEC(Attach Copy of test results) :
18. Were there any quality complaint in the products exported by the company during the past one year :
- 19.If so the details may be attached :
20. Quantity and value of exports during the past two year :
21. Quantity and value of exports of the items mentioned in Seriel Number. 13 :

DECLARATION

We hereby declare that the information furnished above are true to the best of our knowledge.

Date:
Place

Signature
Designation
Seal

RECOMMENDATION
(For Official use)

The information furnished above have been verified and found correct. There is nothing adverse reported against the applicant firm. The application may be considered favourably.

Date:
Place:

Signature
Designation
Seal

Schedule-XIII

Registers and Records to be maintained by the Logo user

1	Supply and Issue Registers
	i. Raw material
	ii. Chemicals / additives
	iii. Packing materials
	iv. List of Suppliers & Suppliers guarantee
	v. Transportation records
2	PRODUCTION RECORDS
3	QUALITY CONTROL and INSPECTION RECORDS
	I. ORGANOLEPTIC & BACTERIOLOGICAL LAB TEST RECORDS OF RAW MATERIAL & PRODUCTS
	II. SANITARY AND HYGIENE SAMPLE TEST RECORDS
	III. WATER & ICE TEST REPORTS
	IV. CHLORINATION RECORDS
	V. TIME or TEMPERATURE CONTROL RECORDS
4	HACCP RECORDS
	I. CCP MONITORING RECORDS
	II. CORRECTIVE ACTION RECORDS
	III. VERIFICATION RECORDS
5	SANITARY AND HYGIENE CONTROL RECORDS
6	EMPLOYEE HEALTH CONTROL RECORDS
	I. MEDICAL CHECK UP RECORDS
	II. PERSONAL HYGIENE TEST RECORDS
7	EQUIPMENT CALIBRATIONS & VALIDATION RECORDS
8	PESTICIDE or VERMIN CONTROL RECORDS
9	STORAGE and SHIPMENT or DISPATCH RECORDS
10	WASTE DISPOSAL RECORDS

Schedule-XIV

Monitoring, Sampling and analysis of samples under the Marine Products (Quality Marking) Rules,2009.

1. An officer or team of officers not below the level of Assistant Director or Technical Officer duly designated by Director shall carry out the monitoring. The visit of officers for the monitoring purpose shall be conducted with out prior information to the processors

2. Schedule for monitoring.

The monitoring officers shall visit the unit once in a month for the initial six months, once in two months during the next six months and once in three months during the subsequent period.

3. During the monitoring the officers will check.

(1)Whether the establishment is maintained properly and the approved facilities are functional and are in use.

(2)Whether the processor has made any alterations to the existing structure with out the written consent or approval from MPEDA and the Competent Authority (Export Inspection Agency).

(3)Whether all the regulatory requirements under the Marine Product (Quality Marking) Rules, 2009 and those specified by the importing countries are being complied with.

(4)Whether the own checks system adopted by the unit at all stages of production starting from raw material reception to final dispatch of the cargo. (If there is no production in the unit at the time of visit, the processing activity of the unit shall be re-assessed during subsequent visit).

(5)Whether the products processed in the establishment confirm to specification.

4. The observations of the monitoring officer(s) shall be recorded in the checklist prescribed by the Director, Marine Products Export Development Authority and shall be submitted to him within three working days of monitoring.

5. Sampling and testing of products and sanitation samples.

i. It shall be the responsibility of the packer to make necessary arrangements for sampling and sealing and also to provide facilities for inspection. In addition to the inspection of the premises, the monitoring officers from Marine Products Export Development Authority shall have the right to exercise such supervision of the consignment at any place of storage in transit or container or wharf prior to actual shipment.

ii. The Monitoring officer shall draw the product and sanitary samples to ensure the wholesomeness of the products and monitor effectiveness of cleaning, sanitation and personnel hygiene.

6. Analysis of samples — The samples when drawn will be tested in the Quality Control Laboratories of Marine Products Export Development Authority, National Accreditation Board for Testing and Calibration Laboratories accredited, or laboratories approved by the Authority.
