

EOI Reference Number -102/FAC/Fish Kiosk/25.06.24

Date: 10.03.2025



‘Sufal Bangla (Matsya)’

**NOTICE
INVITING EXPRESSION OF INTEREST
FOR
ALLOTMENT OF FISH VENDING KIOSK**

**DEPARTMENT OF FISHERIES
GOVERNMENT OF WEST BENGAL**

1. **Background**: It has been decided to sell fresh fish under the aegis of Fisheries Department from fish vending Kiosks under the brand name of Sufal Bangla (Matsya). Functioning of the kiosks will serve the purposes of providing remunerative prices to producers, making fish available at affordable prices as well as ensuring sale of good quality of fresh fish to the consumers.
2. **Location of the proposed project**: Initially, 17 such locations in Kolkata and other districts for setting up the kiosks have been identified by Fisheries Department. The number will be increased considerably in future.
3. Expression of interest (EOI) are invited from willing **Fish Producer Groups/Fish Farmers/Primary Fishermen's co-operative societies/SHGs/ Central Fishermen's co-operative societies** for running and operating Live Fish Vending Kiosks at different places in the State of West Bengal. The list of the Kiosks is enclosed in **Annexure - 1**.
4. **Submission of Expression of Interest by entrepreneurs**
 - i. **Procedure of Application & Evaluation**:
 - a. Application in the prescribed format as per Annexure-A, B or C along with all documents should be addressed to the Director, Fisheries (31, G.N. Block, Sector – V, Salt Lake City, Kolkata – 700091).
 - b. Applicants will be required to indicate districts/areas in order of preference (Kolkata Municipal Corporation area and each of the districts) where he/she is willing to operate.
 - c. Qualified applicants fulfilling the eligibility conditions would be called for interview and verification of the documents. Date of Interview will be intimated later on.
 - d. Evaluation of all the applications will be done on the basis of documents submitted and the discussion held during the interview with each applicant following which zone-wise (i.e. Kolkata Municipal Corporation and the districts) empanelment of eligible interested operators will be made. Empanelment will be valid for three years.
 - ii. **Essential Eligibility Criteria**:
 - a. Participants should be from Fish Producer Groups/Fish Farmers/Primary Fishermen's co-operative societies/SHGs/Central Fishermen's co-operative societies
 - b. Suitability of empanelled operators for allotment of Kiosk will be judged on the basis of four parameters with prescribe marks are as follows:
 - A. Area of water body in possession or under culture (to be verified by the Field Officer of Fisheries Department)- [40 %]
 - B. Quantum of fish produced during last three years and length of experience in production of fish and any special contribution. [40 %]
 - C. Annual turnover [20 %]
 - D. Audited statements (if applicable)

Decision of the Competent Authority (CA), i.e. Director, Fisheries in selecting Operators (i.e. successful operators to whom the Kiosks will be allotted) will be final.

- c. Applicants will indicate three areas of operation as per preference but allotment of Kiosk within any area will be the prerogative of the Competent Authority and the decision in this regard will be final and binding on the applicant.
- d. Each selected Operator will have to sign an agreement with the competent authority accepting all terms and conditions before taking hand over of the Kiosk.
- e. The authority reserves the right to verify/confirm all original documentary evidences submitted by applicants in support of above clauses especially of eligibility criteria. While evaluating, the authority may seek clarification/information or additional documents or original hard copy of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection. Acceptance of the application will rest with the accepting authority and shall not be questionable by the applicants. The accepting authority reserves the right to accept or reject any bid and to cancel the entire processes and reject any or all applications at any time, prior to final settlement without thereby incurring any liability to the affected applicant or applicants or any obligation to inform the affected applicant or applicants individually. There shall be no provisions for arbitration.

Desirable Eligibility Criteria:

Distance of the water body from the opted Fish vending Kiosks. *****(in case the number obtained by more than one applicant remain same, this feature will be taken in to consideration. And the decision of the authority will be final.)

iii. **Terms & Conditions are as follows:**

- i. Possession of the Fish Vending Kiosks will be handed over to the Operators initially for 12 months which may be extended further.
- ii. Only such Fish Producer Groups/ Fish Farmers/Primary Fishermen's Co-operative Societies/ SHGs/ Central Fishermen's Co-operative Societies as are involved in producing/ catching fish will be considered. However, Operators will have the liberty to sell their own harvest or they can procure fish from Directorate/SFDCL/other sources.
- iii. Kiosks will be open from 7 am to 11 am on all days of the week. However, the operational period may be changed in future by competent authority as per requirement.
- iv. Live fish vending Kiosks will strictly be outlets designated for retail sale of fish and will serve as points of distribution to the public.

- v. The Kiosks will be set up and furnished with essential accessories (like weighing machines, refrigerators, counters for sale etc.) by Fisheries Department and will be handed over to the Operators for operation till operator is in agreement.
- vi. Operators will not have any possessory right, title or interest whatsoever in the allotted kiosks. Besides, the agreement to be entered upon shall not make the operator a Lessee /Licensee or Tenant in any manner. The operator will also not be considered as an employee of BENFISH/SFDC/ Fisheries Department/ Directorate at any point of time.
- vii. No claim or right in relation to the allotted Kiosk, whether by tenancy, sub-tenancy, lease, license or any other means will be tenable. The kiosk including machinery, equipment, furniture, and fixtures will, under no circumstance, be alienated by the operator through mortgage, sale deed, attachment, pledge, hypothecation, or any other manner.
- viii. The Operator is prohibited to register any utility bill, such as electric bill, water bill, telephone bill, etc. or licenses for the Kiosk in his/her name without obtaining prior written permission from the Competent Authority.
- ix. The Operator will have to deposit a sum of Rs. 20,000/- (Rupees twenty thousand) only as security deposit. The said security deposit shall be refunded without interest upon expiry or prior termination of the Agreement and upon handing over possession of the said premises to the Competent Authority subject to adjustment of cost of any damage caused by the Operator from the security deposit.
- x. 1% of the sale proceeds of the kiosk will be charged as operation & supervision cost and this amount will be transferred by the Operator to the account of State Fisheries Development Corporation Ltd. at the end of the each month during subsistence of the agreement.
- xi. Operator will have to hand over the allotted kiosk, including its machinery and accessories to the authorized personnel of the Competent Authority on the date of expiry/ termination of Agreement without any delay, failing which Competent Authority shall have the right to take possession of the kiosk and the fittings, machineries and accessories through its authorized personnel and the security deposit will be forfeited.
- xii. In the event of any damage or loss caused at the allotted kiosk, including the machineries, or other property/items that are being provided at the kiosk and in the event of failure to return the said property/items in usable and acceptable conditions, Competent Authority shall have the right to recover the extent of loss, damages, or cost immediately from the Operator. The determination of the amount to be recovered is at the sole discretion of Competent Authority and decision in this regard shall be final and binding on the Operator.
- xiii. The Agreement will initially be for 12 (Twelve) months only, commencing from the date of effect specified in the Agreement. On satisfactory performance of the operator, the duration may be extended or renewed for further period on mutual consent.
- xiv. Operator will have to keep strict vigil on the quality of fish being sold from the Kiosk and will have to maintain proper hygienic conditions at all times.

- xv. The quality of fish being sold from the Kiosk will be checked and certified by the Department/ Directorate of Fisheries from time to time by way of inspection during working hours of the kiosk. Besides, Municipalities and other statutory / administrative authorities may also undertake inspections, collect samples of fish and check its quality and quantity.
- xvi. Average weekly retail price for different species of fish will be intimated on each Monday by Directorate of Fisheries, Govt. of West Bengal and selling price for any species may not exceed the corresponding weekly average price though the operator will be at liberty to sell fish at a lower price. Any other species not included in the list may be sold with prior permission. In case any aberration of this clause be detected or brought to the notice of the competent authority, agreement with the operator will be liable to be terminated summarily.
- xvii. Any addition, alteration, modification, or changes within the kiosk shall require prior written consent from the CA. Any structural change of the Kiosk is not permitted.
- xviii. CA shall provide locks for the Kiosk, and operator shall not use any other lock.
- xix. Any loss, theft, breakage, or damage of the Kiosk and its fixtures shall be presumed to be an act of improper handling, negligence or carelessness on the part of Operator, unless proven otherwise.
- xx. Retailer must provide an option for digital payment gateways for the customers. Suitable “App” will be developed by the Department for this purpose and shared with all operators free of cost.
- xxi. Smoking, drinking liquor, consuming intoxicants or participating in any illegal, unlawful, or immoral activities at the Fish Kiosk is strictly prohibited.
- xxii. Engaging in any form of fraud or unlawful activity during subsistence of the Agreement is strictly prohibited.
- xxiii. Operator and his/ her staff must maintain a respectful and professional demeanor in all interactions with the customers. Any sort of misbehaviour or misconduct of the Operator will invite initiation of action against the operator which may lead to termination of the Agreement and forfeiture of security deposit.
- xxiv. Operator must grant permission for displaying his/her name and contact number (as indicated in application form) and the same of his/her declared ‘Staff’ in online (internet) search engines or in offline formats.
- xxv. Subletting or renting out the allotted outlet is strictly prohibited under the terms of Agreement.
- xxvi. Staff for assistance may be engaged by the Operator exclusively under his personal capacity with due permission of the CA for which 'AADHAR,' 'PHOTOGRAPH,' and 'contact details' of the staff must be shared with the authority.
- xxvii. Operation, repairing and maintenance of the stall and other assets of the kiosks will be the sole responsibility of the operator who will have to bear all associated costs related to repair and maintenance of these assets.

xxviii. Operator will have to bear cost of all bills and pay all types of taxes and fees, as may be levied by any statutory authority, during the subsistence of this agreement. The statutory charges of market committee/Municipal Corporation/Municipality/Panchayat Samity/Gram Panchayat wherever required like:

- Monthly Rent of the kiosk
- Garbage Cleaning Charges
- Water usage Bill
- Electricity bill etc.

And the charges has to be borne by the selected vendor and to pay directly to the stated authority/Agencies.

- i. Operator will be solely responsible for maintaining the quality of fish and/or other products sold at the kiosk. In the event of any deviation from the prescribed standards, operator will be personally liable and subject to penal action in accordance with prevailing laws.
 - ii. Each operator will strive to (i) sell at least 50 kgs of fish per day, (ii) maintain accurate records of key business metrics and (iii) provide daily information regarding sale (value and quantity) to the CA for periodic assessment and evaluation.
 - iii. Operator will have to maintain confidentiality of information disclosed during the engagement and will not be allowed to utilize or reveal any confidential information of the CA without prior written consent.
 - iv. Operator shall indemnify and keep indemnified the CA from and against all actions, suits and proceedings and all costs, charges, expenses, losses or damages which may be incurred or suffered by or caused to the such other party by reason of any breach, default, contravention, non-observance or non-performance by the party in breach / default of the terms, conditions and provisions of this Agreement.
5. **Termination:** The Competent Authority reserves the right to terminate the engagement at any time after giving notice of 1(one) month for reason stated below or any other reason which violates the law of the land. In such an event, operator has to cease operations promptly and hand over the Kiosk along with all its accessories and fittings. This termination will not entitle the operator to any compensation or reimbursement for expenses.

The Agreement may be cancelled / suspended / terminated if:

- a. The operator surrenders/quits/discontinues service or the CA terminates the engagement.
- b. The operator is found guilty of any criminal offence as defined by the applicable laws and/or any criminal case is registered or pending against the operator.
- c. The Operator is found selling adulterated or sub-quality products.

- d. The Operator is found under the effect of intoxicating substances during working hours of the Kiosk.
- e. The Operator is guilty of any misconduct towards officials or representatives of the CA or the general public.
- f. The Operator violates any term & condition of the agreement or violates any rule/law of the State Govt./Central Govt./Corporation/Local Body/Hon'ble Court of law etc.
- g. The Operator becomes bankrupt.
- h. The Operator is found to be incapable of running the outlet in which case the CA shall terminate this engagement forthwith and may take over possession of the outlet without any notice. The decision of the CA regarding this matter will be final. Depending on the reason for the termination, CA reserves the right to forfeit full or partial security deposit provided by retailer at its discretion.

On termination/expiry of this Agreement, the operator shall hand over the Kiosk to the CA or his authorized representative in the same condition in which possession was initially made over to him/her but he/she will have the right to remove all fittings and furniture installed in the kiosk at his/her own cost.

6. Exit Clause and mandatory retention within the Panel:-

- a. The selected vendor may exit from the agreement however, he may have to provide a notice of three (3) months in advance. Termination Notice may be provided in one (1) month advance. (In case of any malpractice or activity other than fish vending immediate termination may be caused by the authority.)
- b. In case of exit or termination security money may be forfeited. It may be released only after completion of full tenure.
- c. After completion of successful tenure, the existing vendor may continue with mutual consent with authority. However, new term and condition may be imposed by the Authority.
- d. Even though the panel remain valid for three (3) years, empanelled vendor may apply for the exit from the panel may only after completion of one year with release of security money.
- e. Re-entry within the panel after exit and termination may not be accepted.

Time Schedule:

EOI Reference Number	Date of Publication	Start date & Time for submission of EOI	End date & Time for submission of EOI
102/FAC/Fish Kiosk/25.06.24 dt. 10.03.25	26.03.2025	02.04.2025	02.05.2025

Director of Fisheries, West Bengal.

Annexure-A

APPLICATION FORM FOR CO-OPERATIVE (Primary/ Central)

1	Name of the Cooperative society (BLOCK LETTER)	
2.	Area of water body in possession or under culture (with location)—Please attach documentary evidence of possession/ culture	
3	Date of Registration (Attach relevant documents)	
4	Official Address	
5	Phone No.	
6	Name of the Authorised person (Document to be attached- BOD resolution)	
7	Mobile No. of the Authorised person	
8	Email ID for correspondence / communication	
9	PAN No. of the Organisation (Attach Photocopy)	
10	Audited balance sheet of last three years (Attach Photocopy)	
11	Bank Details of the Organisation	
12	Fish production certificate for last three years from Block FEO (Attach Photocopy)	
13	Experience in undertaking pisciculture (please attach Certificate issued by local FEO or elected representative)	
14	Any other related piece of information	

I hereby declare that the information furnished above is true to the best of my knowledge.

Date:

Place:

Signature of the Organisational Head with Seal

Annexure-B

APPLICATION FORM FOR Fish Farmer

1	Name of the Applicant (BLOCK LETTERS)	
2	Fathers'/ Mothers' Name	
3	Residential Address	
4	Phone No. and/ mobile number	
5	Fishermen Registration Card number	
6	Email ID	
7	PAN No. (Attach Photocopy)	
8	Bank Details of the Applicant	
9	Aadhaar No. (Attach Photocopy)	
10	Educational Qualification (Attach Photocopy)	
11	Whether the applicant is interested to operate kiosks in Kolkata Municipal Corporation area or not	
12	Whether the applicant is interested to operate kiosks in the Districts or not (please specify)	
13	Present Occupation	
14	Area of water body in possession or under culture (with location)— Please attach documentary evidence of possession/ culture	
15	Experience in undertaking pisciculture (please attach Certificate issued by local FEO or elected representative)	
16	Fish production certificate for last three years from Block FEO(Attach Photocopy)	
17	Any other related piece of information	

I hereby declare that the information furnished above is true to the best of my knowledge.

Date:

Place:

Signature of the Applicant

Annexure-C

APPLICATION FORM FOR Fish Producer Group/Self Help Group

1	Name of the Group (BLOCK LETTERS)	
2	Official Address	
3	Phone No. and Mobile No.	
4	Area of water body in possession or under culture (with location)—Please attach documentary evidence of possession/culture	
5	Email ID	
6	PAN No. (Attach Photocopy)	
7	Bank Details of the group	
8	Fish production certificate for last three years from Block FEO (Attach Photocopy)	
9	Present Occupation	
10	Name of the Authorised person	
11	Experience in undertaking pisciculture (please attach Certificate issued by local FEO or elected representative)	
12	Any other related piece of information	

I hereby declare that the information furnished above is true to the best of my knowledge.

Date:

Place:

Signature of the Authorized Person

Annexure-D

List of fresh fishes to be sold from the kiosk


1. Rohu
2. Katla
3. Mrigel
4. Ilish
5. Kalbasu
6. Arr
7. Boal
8. Bata
9. Sol
10. Magur
11. Koi
12. Singi
13. Chital
14. Folui
15. Pabda
16. Tangra
17. Puti, Mourala, Nados, Chanda, Kholse,
18. Bhetki
19. Parshe
20. Bhangon
21. Topshe
22. Gule
23. Different types of Prawns
24. Tilapia
25. Pangus
26. Any other fishers as per availability and market demand.

(List is illustrative not exhaustive)

(Annexure-1)

PROPOSED LIST OF KIOSKS

Sl. No	Location	Address	Land Status
1	South Kolkata	Lt. Bholanath Mukherjee & Debapriya Bose Bazar, New Alipore	Sufal Bangla
2	South Kolkata	Govt. RHE, 44, Ironside road, Kolkata-700019, near Birla Mandir	Sufal Bangla
3	South Kolkata	RHE, ODRC, Kol-700060	Sufal Bangla
4	South Kolkata	RHE, Becharam Chatterjee Road, Kol-700034	Sufal Bangla
5	North Kolkata	120, Maniktala Main Road, Kol- 700054	Sufal Bangla
6	North Kolkata	RHE, 2 R.K. Ghosh Road, Kolkata	Sufal Bangla
7	New Town, North 24 Pgs	New Town, Action Area-III, Kolkata-135	Sufal Bangla
8	New Town,, North 24 Pgs	Action area II-B, New Town	Sufal Bangla
9	New Town,, North 24 Pgs	Swattik, AA 1C (CB Block), New Town	Sufal Bangla
10	South Kolkata	Bansdroni Market	K.M.C
11	South Kolkata	Santosh Market	K.M.C
12	South Kolkata	S.N Roy road	K.M.C
13	South Kolkata	Gariahat Market	K.M.C
14	Central Kolkata	Entally Market	K.M.C
15	Central Kolkata	S.S Hog Market	K.M.C
16	North Kolkata	Gurudas Market	K.M.C
17	Central Kolkata	S.C Allen Market	K.M.C


**Director of Fisheries,
West Bengal**