



EXPRESSION OF INTEREST (EOI)

**FOR RUNNING OF COFFEE SHOP/CAFÉ
AT
KISSAN BHAWAN, CHANDIGARH.**

EOI NO: PMB/EOI/KB

Date of Issue of EOI: 30.09.2022

Last date of submission of EOI: 4pm on 17.10.2022

Opening of EOI: 11.30 am on 18.10.2022

Subject: - Expression of Interest for running Coffee Shop at Kissan Bhawan, Sector 35, Chandigarh, 160036.

The Punjab State Agricultural Marketing Board (**Punjab Mandi Board**) invites Expressions of Interest (**EOI**) from eligible entities to build and operate a coffee shop/café in Kisan Bhawan, Chandigarh.

Those interested should submit their EOI on prescribed format on or before 17.10.2022 by 04.00 pm at Tender Box, Office of Care Taker, Punjab Mandi Board, Punjab Mandi Bhawan, Sector 65 A, Sahibzada Ajit Singh Nagar, Punjab 160062.

A. DEFINITIONS

1. Building means Kissan Bhawan, Sector 35 Chandigarh 160036.
2. Good Industry Practice shall mean practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of a reasonably skilled, diligent, experienced and prudent person engaged in the similar type of undertaking as envisaged under this EOI.
3. Permitted Use shall mean the business of Coffee shop/café at the Property.
4. Property means Coffee Shop/café area in the Building more appropriately detailed in the Plan enclosed.
5. For the purpose of this EOI, Bidder shall include a successful Bidder.

B. ELIGIBILITY CONDITIONS

1. The Bidder should own or must be a franchisee of the coffee shop/café brand that it intends to open at the Property.
2. The brand of the coffee shop/café that is intended at the Property should currently be operating in at least 50 Coffee shops/café in at least five states of the Country (India).
3. The Bidder must:
 - (a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons; and/or
 - (b) not stand declared ineligible/ blacklisted/ banned/ debarred by any Government/PSU/ Govt Department; and/ or
 - (c) not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by any agencies of Government/PSU/Govt Dept for:
 - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
 - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health and/ or
 - Suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
 - (d) Not have changed its name or created a new "Allied Firm", consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.

C. TERM AND RENT AND OTHER CHARGES PAYABLE BY BIDDER

1. The Term shall be for Five (5) years subject to extension of up to another One (1) year or less at the sole discretion of Punjab Mandi Board.
2. The net monthly payment by the Bidder to Punjab Mandi Board shall be as detailed in Annex II of this EOI (Rent) and shall be payable monthly with the first pro-rata payment due upon the commencement of the Term and each monthly installment payable thereafter on the 7th day of each month.
3. If Rent has been not paid when due, the Bidder shall accrue a payment penalty of interest at a rate of eighteen percent (18 %) per annum on a daily basis until the amount is paid in full ("Late Fee"). In this regard, all delinquent rental payments made shall be first applied to the Late Fee and all remaining amounts toward the outstanding rental payments.
4. The Rent shall be increase every 3 years @ 15 percent of last rent.
5. The extra electricity and water charges will be based on the meter reading only.

D. FACILITIES TO BE EXTENDED TO THE BIDDER

1. The Punjab Mandi Board will provide a build up space with pre-fixed Lighting & Air-Conditioning without furniture and furnishings for the Permitted Use at the Property.
2. The extra electricity and water charges will be based on meter reading only

E. OBLIGATIONS OF THE BIDDER

1. The Bidder shall use the Property for Permitted Use and for no other purpose.
2. The Bidder shall be responsible for maintaining cleanliness and hygienic conditions at their allotted space and accessories at all times. All waste generated should be collected in separate bins (to be kept by Bidder) and delivered to the nearest garbage collection centre daily. Any wanton neglect, shall invite heavy fines including premature termination of the contract. Pest/rodent control shall be undertaken regularly. Under no circumstances, the food waste shall be disposed through the sewage pipes or the drains.
3. The Bidder shall be responsible for all minor repairs and maintenance of the Property, particularly those items which need immediate attention and which the Bidder, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows and cleaning, etc., and the Bidder shall properly maintain the Property in a good, safe, and clean condition.
4. The Bidder shall be obligated to maintain the exteriors, services including electrical in/at the Property.
5. The Bidder shall indemnify and keep harmless Punjab Mandi Board, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered because of any act or omission or default or negligence or trespass of the Bidder, its agents, or employees. The Punjab Mandi Board shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the Bidder, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Bidder, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Bidder.
6. The Bidder shall maintain at all times at their expense comprehensive general liability insurance (personal liability and Property damage insurance) and casualty insurance for the Property against loss by fire in an insurance company that is satisfactory to Punjab Mandi Board, properly protecting and fully indemnifying Punjab Mandi Board. The Bidder shall provide Punjab Mandi Board with a copy of such insurance certification or policy prior to the commencement of the Term.
7. The Bidder shall not any undertake improvements, alterations, or changes of any nature to the Property (interior or exterior) without first obtaining the consent of the Punjab Mandi Board in writing.
8. Under no circumstance shall the Bidder be construed to be the agent, employee, or representative of Punjab Mandi Board. In the event a lien is placed against the Property, through actions of the Bidder, the Bidder will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Bidder fails to have the lien removed, the Punjab Mandi Board shall take steps to remove the lien, and the Bidder shall pay Punjab Mandi Board for all expenses related to the lien and removal thereof and shall be in default.
9. The Bidder shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy at the Property. The Bidder shall not conduct or permit to be conducted upon the Property any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be contrary to Permitted Use. In no event shall explosives or extra hazardous materials be taken onto or retained on the Property. Furthermore, Bidder shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Property/Building by others.
10. The Bidder shall pay the electricity and water charges as per actual consumption on meter based reading.
11. The Bidder shall at its cost furnishing the Property with furnishings, furniture and equipment.
12. The Coffee Shop shall remain operational preferably all days of the week, however it may be kept closed with the approval of Punjab Mandi Board.
13. The Bidder shall ensure quality of items (Coffee/tea/food/Bakery/Juice etc) sold at the Property and that no item shall be sold above the MRP and whose expiry date remains less than 02 months is sold at the Coffee Shop.
14. The Bidder shall ensure that no child labor shall be employed for servicing and all extant rules and regulations are complied with at all times.
15. The Bidder shall ensure that safety standards are maintained. Wall mountable fire extinguishers should be installed in accessible places and should at all times be in working conditions. First aid measures should available at the Property for emergencies.
16. Other than as provided under this EOI, the Bidder shall not to assign or transfer the lease or its rights and obligations to any third party or for otherwise seek to discharge any of the obligations assumed under the Lease through any other person; directly or indirectly. However, in the case of a franchisee model:

- (i) the appointment of franchisees shall be permitted with prior approval of Punjab Mandi Board. The appointment of franchisee would be the internal arrangement and discretion of the Bidder, however the obligations under this EOI and lease will remain that of the Bidder save for payment of Rent that may be paid by the franchisee directly to Punjab Mandi Board but in such a case the rental obligation will always remain that of the Bidder.
 - (ii) Any franchisee so appointed must be solvent, there must be no criminal record and must not be blacklisted or defaulter of any government organization or PSU.
17. In no event the Bidder shall create any encumbrance over the Property or otherwise in any manner subject the Property, land, infrastructure and the facilities or any other asset or any other facilities belonging to Punjab Mandi Board for any purpose whatsoever.
18. The Bidder shall ensure highest standards in service and food items served at the Property and shall always act keeping to the Good Industry Practices.

F. GENERAL TERMS AND CONDITIONS

1. Acceptance of the EOI will be intimated to the successful Bidder through a letter of intent (LOI).
2. Expression of interest received without earnest money (in the shape of Bank Draft of Rs. 50,000/- in favor "Marketing Development Fund" payable at Mohali) will not be accepted.
3. The Punjab Mandi Board has right to withdraw/cancel EOI at any stage. Any kind of dispute will be resolved amicably and in this connection, the decision of Punjab Mandi Board shall be final and binding upon both the parties.
4. Before submitting the EOI, the Bidder must complete its due diligence that may include site visit.
5. Punjab Mandi Board and its agents shall have complete and unencumbered right of entry to the Property at any time or times for purposes of inspecting and for the purpose of making any necessary repairs to the building or equipment as may be required or as may be deemed necessary with respect to the inspection, maintenance or repair of the Building.
6. The café will also be available for use by walk in customers. Kissan Bhawan has facilities of Rooms, Dormitories, dining hall, Committee Rooms, Multi-purpose hall, Foyer Hall. The facilities will be available for use by the public on the payment basis. The multi-Purpose hall / Foyer Hall are general used for holding exhibitions, special promotions or events and a large number of people visit these.
7. Inspection of the Property may be conducted by a team of officials appointed by Punjab Mandi Board. All damages / breakages etc. at the Property (other than normal wear and tear) identified by Punjab Mandi Board will be set right by Bidder within ten days of inspection failing which Punjab Mandi Board will carry out repairs / renovation works and debit the cost to Bidder and in case of non-payment same shall be adjusted from the Performance Security of the Bidder.
8. Rent will be for payment after the site is handed over to the successful bidder. To account for the period of installation, a period of one (1) month rent free from the date of hand over of site will be granted.
9. The Bidder shall start operating in the Property within 1 month working days from the date of lease and shall not carry out its business in any other part of the Building. In case of failure, the earnest money will be forfeited.
10. If the Bidder does not vacate the Property after the expiry of the Term (howsoever it may end), the Bidder is liable to pay a daily penal rent of Rs. 10,000 in addition to the other charges as applicable.
11. On the expiry of the Term (howsoever it may end), the Bidder, subject to normal wear and tear shall hand over the Property in good condition to the Punjab Mandi Board.
12. If the Bidder indulges in carrying out any unapproved activities the Punjab Mandi Board is at liberty to cancel the Lease.
13. During the term of the lease, the Bidder shall develop and maintain the Property without causing any damage to its surroundings.
14. The Bidder shall ensure that no cigarette, tobacco product or alcohol shall be sold from the Property.
15. The Bidder shall have to enter into an lease (as per format at annex III) on Non-Judicial Stamp paper within 15 days of the acceptance of the LOI. The cost of Lease shall be borne by the Bidder.
16. Use of disposable materials such as, plates, cups, glasses, spoons, straws etc. made out of plastic is completely prohibited. All items/equipment/storage/display must be contained within the allotted area.
17. It is mandatory that norms of hygiene as prescribed by FSSAI be maintained by all services dealing with food. Purified UV and RO treated water should be supplied for drinking purposes wherever required.
18. The lease interest and the Property shall not become an asset in any such bankruptcy proceedings of the Bidder. In case of commencement of Bidder's bankruptcy proceeding, in addition to any and all other remedies available to Punjab Mandi Board, it shall be lawful for the Punjab Mandi Board to declare the Term hereof ended and to re-enter the Property and take possession thereof and all improvements thereon and to remove all persons there from, and the Bidder shall have no further claim thereon.

19. Punjab Mandi Board reserves the right to call for additional documents of the Bidder.
20. Punjab Mandi Board may with prior intimation to the Bidder, assign or transfer its rights and obligations under the Lease to any third party.

G. Termination of Contract

1. The contract/lease may be terminated by either party way by serving a six (6) month prior written notice in writing any time after the third, fifth, eighth anniversary of the contract.

H. Performance Bank Guarantee

1. Prior to the execution of the Lease, the Bidder shall furnish an irrevocable Performance Bank Guarantee from a nationalized/ scheduled bank to secure the performance including the amount due to Punjab Mandi Board.
2. The Performance Bank Guarantee shall be for an amount equivalent to half of the Aggregate Annual rental for the first 5 years of the Term.
3. Punjab Mandi Board shall be entitled to invoke and draw upon (and retain the amounts under) the Performance Bank Guarantee in the event of any default under the Lease, including any default in the payment of Rent, and also any other dues payable to Punjab Mandi Board. Upon any such withdrawal/claim upon the Performance Bank Guarantee, the Bidder shall forthwith and no later than 7 (seven) days there from, replace and replenish the Performance Guarantee to its full value as on that date.
4. The Performance Bank Guarantee shall be valid for an initial period of 1 (one) year with additional claim period of 6 (six) months and shall be renewed thereafter on yearly basis from time to time during the Term Period. The Performance Bank Guarantee shall be renewed at least 30 (thirty) days in advance before its expiry every year, failing which Punjab Mandi Board shall be entitled to invoke and encash the Performance Bank Guarantee.

I. EOI Document and Disclaimers

1. EOI document can be viewed and downloaded from <https://emandikaran-pb.in>
2. The Bidder must obtain for himself, on his own responsibility and at his own expense, all information, which may be necessary for the purpose of making the EOI offer and entering into Lease.
3. Bidders are advised to check any correction or any modifications published subsequently on the web site and the same shall be taken into account while submitting the tender. Bidders shall download corrigendum (if any).
4. The Bidders(s) shall strictly adhere to the form of tender.
5. EOI submitted shall be opened through in presence of bidders or their authorized representatives.
6. The issue of EOI document does not imply that Punjab Mandi Board is bound to select bid(s), and it reserves the right without assigning any reason to:
 - a) reject any or all of the Bids, or
 - b) cancel the process;

J. Evaluation of the EOI: The bids shall be evaluated on following evaluations criteria (**max marks 100**)

A: Rent quoted

SN	Bidder (Highest(H))	Marks
1	H1	50
2	H2	40
3	H3	30
4	H4 and below	20

B. Number of Units in operation (provide list of units with address)

SN	No of Coffee Shops currently running in at least 5 states	Marks
1	50-100	15
2	101-200	25
3	201 +	35

C. Interview 15 marks.

K. SUBMISSION OF DOCUMENTS

1. If the Bidder agreeing the above terms and conditions, satisfying the Eligibility Conditions and interested in setting up and running the coffee shop at the Property should give the documents and information along with the Expression of Interest as detailed in Annex I and II.

2. The EOI complete in all respects with stipulated documents along with Demand Draft of Rs. 50,000/- in favor of M.D.F. payable at Mohali as earnest Money, should be submitted and addressed to Addl. Secretary Punjab Mandi Board, in a sealed cover by super scribing the envelop with **'Expression of Interest (EOI) for RUNNING OF COFFEE SHOP AT Kissan Bhawan.**
3. All papers should be signed and stamped by the authorized signatory of the Bidder.
4. EOI should reach the stated address on or before 4pm on 17.10.2022
5. EOI received after the last date and time shall not be entertained. Punjab Mandi Board shall not be responsible for postal delay / loss.

(On the Letter Head of the Firm)

Annexure I

Performa for Application

1.	Name of Bidder	
2.	Coffee Shop Brand	
3.	Is the brand owned by the Bidder or is the Bidder a Master Franchisee/ Authorized Franchisee? Specify	
4.	Complete Address of the Bidder	
5.	Date of Registration of Firm	
6.	Pan Number of Bidder	
7.	Month and Year of Establishment	
8.	Email Id and Mobile Number	
9.	No. of coffee shops being run/managed	
10.	No. of states where the coffee shops are operational	
11.	Will the bidder be running the Coffee Café as a Company owned or company operated café or will it be appointing a Franchisee?	

I/We hereby submit the proposal for running a coffee shop at Kissan Bhawan, Sector 35, Chandigarh, 160036.

I/We undertake to agree to all terms and conditions of the document. It is certified that our firm fulfils the eligibility criteria mentioned in the EOI and the Bidder has all statutory registrations/licenses to operate the business of Coffee Shop.

Date:

Signature of the Bidder with stamp/ seal

Annexure II

SN	Component	Net Rent Amount (INR) per month * (exclusive of GST/other taxes)
1.	Rent/month to be paid to Punjab Mandi Board for running the Coffee Shop at Kissan Bhawan, Sector 35, Chandigarh, 160036	
	Net Rent/month in words:	

Date:

Signature of the Bidder with stamp/seal

**KISAN BHAWAN - A PROPERTY OF PUNJAB MANDI BOARD
(CURRENTLY UNDER EXTENSIVE RENOVATION)**



Kisan Bhawan (Farmer's House) is located in the heart of the city beautiful, Sector 35 A, Chandigarh with the following facilities

- 120 dormitory beds
- 45 ensuite bedrooms
- 2 conference halls with all modern equipment for meetings, seminars and conferences with seating capacity of 125 and 40 persons respectively.
- 1 multi-purpose hall for public functions/gathering that can accommodate more than 1000 persons.
- 1 Foyer Hall for 150 persons.
- 100 seater dining hall with a modern kitchen

