

# Request for proposal

For

**Design, Content creation, Procurement, Installation of Laser Show on 'Mata Ki Kahani' and its Operation and Maintenance for 05 Years at Banganga Ghat at Shri Mata Vaishno Devi Shrine Board Katra.**



**Address: Central Office, Shri Mata Vaishno Devi Shrine Board,  
Katra (J&K)-182301**

(Visit us at <http://www.maavaishnodevi.org>)

(E-Mail: [aceovb@maavaishnodevi.net](mailto:aceovb@maavaishnodevi.net) OR [admin@maavaishnodevi.net](mailto:admin@maavaishnodevi.net))

Price: Rs. 2000/- only

**RFP must be received on or before 20/12/2023 up to 15:00 Hrs**

**Note: This RFP document has total 53 pages. No change in the RFP document by the bidder - is permissible.**

Date of publishing: 29/11/23

## NOTICE OF REQUEST FOR PROPOSAL

**Design, Content creation, Procurement, Installation of Laser Show on 'Mata Ki Kahani' and its Operation and Maintenance for 05 years at Banganga Ghat at Shri Mata Vaishno Devi Shrine Board Katra.**

**RFP No: CO/SYS/2023/331**

SMVDSB invites proposal (RFP) from qualified and experienced firm who fulfill the Pre-Qualification criteria for the works as detailed below:

Name of the work	<b>RFP for selection of Design, Content creation, Procurement, Installation of Laser Show on 'Mata Ki Kahani' and its Operation and Maintenance for 05 years at Banganga Ghat at Shri Mata Vaishno Devi Shrine Board Katra.</b>
Pre-proposal meeting	06/12/2023 Time: 15:00 hrs in the office of the Chief Executive Officer (CEO), Shri Mata Vaishno Devi Shrine Board Central Office, Jammu Road, Katra (J&K) – 182301
Due date and time for submission Of proposal	20.12.2023 up to 11:00 Hrs
Opening of technical proposal	22.12.2023 after 15:00 hrs.

The Pre-qualification criteria and other details could be seen in the RFP documents can be downloaded from <http://www.maavaishnodevi.org> or [www.jktenders.gov.in](http://www.jktenders.gov.in). Modifications/Amendments/corrigendum, if any, shall not be advertised in the Newspaper but shall be published on the given websites only.

Chief Executive Officer (CEO), Shri Mata Vaishno Devi Shrine Board Central Office, Jammu Road, Katra (J&K) – 182301

Email- [aceovb@maavaishnodevi.net](mailto:aceovb@maavaishnodevi.net)

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**Chief Executive Officer**

## **DISCLAIMER:**

**General Conditions of Contract:** The information contained in the RFP document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Shri Mata Vaishno Devi Shrine Board- 'the Authority' or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP Document and such other terms and conditions subject to which such information is provided. The RFP Document is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of the RFP Document is to provide interested parties with information that may be useful to them in the formulation of their RFPs pursuant to this RFP Document. The assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The RFP Document may not be appropriate for all persons, and it is not possible for the Authority, its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses the RFP Document. The assumptions, assessments, statements and information contained in the RFP Document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the RFP Document and obtain independent advice from appropriate sources. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law or otherwise expressed herein. The Authority, its employees make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the RFP Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP Document and any assessment, assumption, statement or information contained therein or deemed to form part of the RFP Document or arising in any way in this Selection Process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in the RFP Document. The Authority may in its absolute discretion, but

without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the RFP Document. The issue of this RFP Document does not imply that the Authority is bound to select a Bidder and the Authority reserves the right to reject all or any of the RFPs without assigning any reasons whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its RFP including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its RFP. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation for submission of the RFP, regardless of the conduct or outcome of the Selection Process.

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## Datasheet

1	Name of the project	<b>RFP FOR DESIGN, SUPPLY, INSTALLATION AND COMMISSIONING OF MULTIMEDIA LASER AND VIDEO SHOW AND ITS OPERATION &amp; MAINTENANCE FOR 05 YEARS, AT SHRI MATA VAISHNO DEVI SHRINE BOARD KATRA FURTHER EXTENDABLE FOR UP TO 03 YEARS.</b>
2	RFP issued by	<b>Shri Mata Vaishno Devi Shrine Board Katra</b>
3	Project Implementation Time	<b>120 days from the date of issue of work-order.</b>
4	Operation & Maintenance Period	<b>05 Yrs Operation &amp; Maintenance Cost further extendable up to 03 years.</b>
5	Cost of RFP Documents	<b>Rs.2,000.00 (Two Thousands Only)</b> shall be deposited in the official account of Shri Mata Vaishno Devi Shrine Board, Branch J&K Bank Katra, Account No. 0235040500001804, IFSC – JAKA0KATTRA. The bidder shall mention UTR No. and CDR/FDR detail in the prescribed Technical Bid Form.
6	Earnest Money Deposit	<b>₹ 10.00 Lacs ( Ten Lakhs Only)</b> through FDR/CDR only from any Nationalized/ Scheduled Bank, duly pledged in favour of Chief Accounts Officer, SMVD Katra.
7	Date of issue of RFP document	<b>29/11/23</b>
8	Pre-bid meeting.	<b>06/12/2023</b>
9	Last date and time of Submission of bid.	<b>By or before 20/12/2023 Up to 15:00 Hrs</b>
10	Opening of Technical Bid.	<b>At 15:00 hrs on 22/12/2023 in the Office of Chief Executive Officer Katra</b>
11	Presentation to SMVDSB	<b>Time and Date to be intimated.</b>
12	Opening of Financial Bid	<b>Time &amp; date will be announced after finalization of the technical Bid.</b>
13	Place of obtaining RFP Documents	<b>The RFP can also be downloaded from SMVD Website: <a href="http://www.maavaishnodevi.org">www.maavaishnodevi.org</a> or <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a>.</b>  Tender Fee of <b>Rs.2,000/-</b> shall be deposited in the official account of Shri Mata Vaishno Devi Shrine Board, Branch J&K Bank Katra, Account No. <b>0235040500001804, IFSC – JAKA0KATTRA. (Format XIII)</b>
14	Authorized Representative	<b>Assistant Chief Executive officer (VB)</b>
15	Email for Correspondence	<b><a href="mailto:aceovb@maavaishnodevi.net">aceovb@maavaishnodevi.net</a> <a href="mailto:admin@maavaishnodevi.net">admin@maavaishnodevi.net</a></b>

# Section-1

## 1. INTRODUCTION

### 1.1 About Shrine Board:

1. Shri Mata Vaishno Devi Shrine Board (SMVDSB, hereinafter, the “Shrine Board”) has come into existence through the Jammu and Kashmir Shri Mata Vaishno Devi Shrine Act, 1988 (hereinafter the “Shrine Board Act”). The Shrine Board Act also entrusts the Shrine Board the responsibility of taking up various developmental activities in respect of the area of the Shrine and its surroundings for the benefit of the pilgrims.

2. The Shrine is one of the most revered shrines in the country, which is visited by millions of devotees every year. It has earned the reputation of being one of the best managed shrines in the country. Due to sustained endeavors of the Shrine Board, the Shrine area has witnessed tremendous improvements in facilities for the pilgrims like comfortable tracks, stairs, protective shelter sheds, well maintained hygienic toilets, catering units, cloak rooms, blanket stores, accommodation units, water supply, landscaping, medical facilities, etc.

3. As a result of the pilgrim friendly management of the Shrine Board, the Yatra, which was only 13.96 lakhs in the year 1986, has witnessed an enormous increase over the years and crossed the number of more than one (01) Crore in the year 2011. The substantial increase in the number of pilgrims over the years further indicates that the Shrine Board has made each and every effort to provide par-excellence facilities to the pilgrims.

### 1.2 Project Background

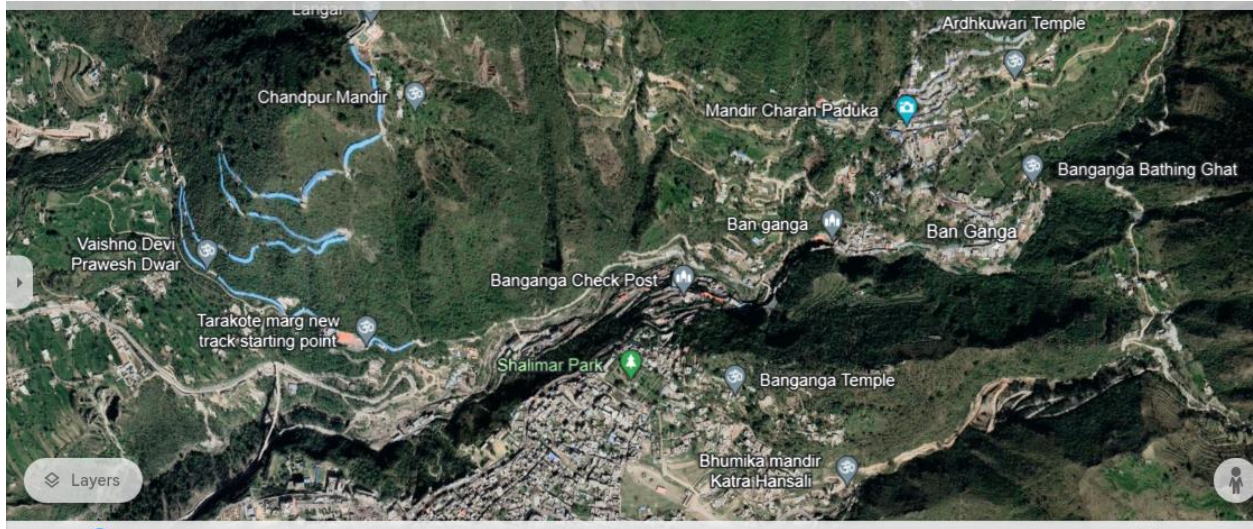
Shri Mata Vaishno Devi Shrine Board has decided to develop a Multimedia Laser & Video Show with Light & Sound at Banganga Katra. The proposed site will be developed in consultation with the lowest bidder to accommodate around 400 Yatris/spectators with a minimum of 03 shows every evening for approximately 300 days in a year. The duration of each show is expected to be around 15-20 mins. The approximate area including sitting space for the pilgrims will be around 3500 sq. feet.



### 1.3 Project Location

The proposed site is located near Bathing Ghat katra. The proposed site has a well developed Vatika. The proposed site can be further developed through civil works to accommodate around 400 yatris. The civil works shall be taken up in consultation with the lowest bidder proposing minimum alterations and constructions based on the site study. A 150 feet X 30 feet well developed wall is located 80 feet away facing the proposed site which can be used as projection area. The Banganga River having width of 10 feet flows between the proposed projection wall and operational area. The operational area for the said project will be 3500 sq. feet

**Location Coordinates: 32°59'59"N 74°56'34"E approx.**







## 1.4 Theme

- 1.4.1. The Banganga is a river of northern India. It is an important tributary of the Chenab River. It flows through Katra, Jammu and Kashmir. The river originates from the southern slope of the Shivalik range of the Himalayas. It's an important stop for Hindu devotees on the 'Vaishno Devi' pilgrimage, where many bathe before continuing their journey. The river's name comes from the words 'Ban' arrow and 'Ganga' river. Legend says that the mother 'Vaishno Devi' created the tributary with an arrow.
- 1.4.2. Multimedia Laser Show is the latest emerging trend in Indian entertainment industry. The audience enjoys the glittering laser graphics on a projected screen or a water screen, for entertainment, site promotion and specific custom events. A multimedia laser show in this place would truly entertain the visitors and mesmerize them. The memory of the show would last long and influence them, making them spread the word of mouth, thereby making the show and the place even more popular amongst the visitors. Apart from being an extremely fascinating exhibit, this attraction may also be used as a promotional tool to highlight 'Mata Ki kahani'. Shri Mata Vaishno Devi Shrine Board (SMVDSB) intends to install Multimedia laser show as permanent attraction at Bangang with the aim to attract public at large.
- 1.4.3. The content for 'Mata Ki Kahani' shall be created by the participant bidders at their own source which can be projected through laser show. The content will be reviewed by a committee constituted and shall carry points for the final selection of vendor.

1.4.4. Bidders are invited to submit a (“RFP”) comprising of the **technical RFP** (“Technical RFP”) and a **financial RFP** (“Financial RFP”) for above work. The RFP along with presentation would form the basis of selection of the Bidder. After selection, a letter of award would be sent to the successful bidder and signing of the Contract Agreement between the Authority and the successful bidder for the Project.

**1.5. During this RFP Stage, Bidders are invited to visit the site and examine the parameter and scope of work in detail, and to carry out, at their cost, such studies as may be required for submitting their respective RFPs for the Project.**

**1.7 Project period:** The duration of the project will be **05 years further extendable for up to 03 years**

## **2. Instructions to Bidders**

- 2.1 A Bidder must submit only one RFP
- 2.2 The Bidder may be an Individual, or a company, or a partnership firm, or a JV of Individual/ companies/ partnership firms. In case of JV, a Memorandum of Agreement (MoA) between the JV partners indicating proposed role of each partner to be submitted.
- 2.3 Before submission, bidders must ensure that scanned and duly signed copies of all the necessary documents have been attached to the proposal. The Board can check the authenticity of the submitted documents at any time.
- 2.4 The Bidder should submit a Power of Attorney as per the Format II, authorizing the signatory of the RFP to commit the Bidder. In case of a JV the other partner shall also execute the Power of Attorney in favour of Lead Partner as per Format –III.
- 2.5 The format for Financial RFP should be furnished in the Format – XI.
- 2.6 The RFP including this RFP Document and all attached documents are and shall remain the property of the Authority and are transferred to the Bidders solely for the purpose of preparation and the submission of a RFP in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for

- any purpose other than for preparation and submission of their RFP. The Authority will not return any RFP or any information provided along therewith.
- 2.7 This RFP Document is not transferable.
  - 2.8 The Shrine Board will not be responsible for delay in the online submission of proposal for whatever reasons.
  - 2.9 Bidders are advised not to make any change in financial format of RFP document
  - 2.10 The bidder should fully acquaint himself with site conditions and other factors that may influence their financial proposal preparation.
  - 2.11 The RFP and all communications in relation to or concerning the RFP Documents shall be in English language.
  - 2.12 The RFP including this RFP Document and all attached documents are and shall remain the property of the Authority and are transferred to the Bidders solely for the purpose of preparation and the submission of a RFP in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their RFP. The Authority will not return any RFP or any information provided along therewith.
  - 2.13 This RFP Document is not transferable.
  - 2.14 The RFP submitted by the Bidder shall be valid for **120 Days** from the date of submission of RFP.
  - 2.15 **Bid Security:** The successful Bidders shall furnish security deposit amounting to **₹ 25,00,000** ( Rupees Twenty Five Lakhs Only) in the form of CDR/FDR from any Nationalized / Scheduled Bank pledged to the Chief Accounts Officer, SMVDSB, Katra within a period of 07 Days from the issuance of Letter of Award. Failure to do so within the stipulated period shall make the contract liable for cancellation together with forfeiture of the EMD. Any RFP not accompanied by the Cost of the RFP document and EMD shall be rejected by the Authority as non-responsive.
  - 2.16 The validity of Security deposit shall be for the period of contract agreement i.e. 05 years further extendable up to a period of 03 years. The security deposit shall be released within a period of 06 months after the satisfactory completion of the Contract including O&M period.

- 2.17 In case the contract is further extended, the performance security deposit shall have to be accordingly renewed by the Contractor. The security deposit shall be forfeited if the contractor prematurely withdraws or if the services are terminated for being unsatisfactory.
- 2.18 Any RFP not accompanied by the EMD shall be rejected by the Authority as non-responsive.
- 2.19 The EMD of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the RFP of the successful Bidder/Contractor or when the Bidding process is cancelled by the Authority.
- 2.20 The Successful Bidder's EMD will be retained as a part of the Security Deposit.
- 2.21 The EMD shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP Document.
  - b) If a Bidder withdraws its RFP during the period of RFP validity as specified in this RFP Document and as extended by the Bidder/Contractor from time to time.
  - c) In the case of successful Bidder, if it fails within the specified time limit - to sign the Contract Agreement
- 2.22 **Cost of RFP Document:** The Bidders shall be responsible for all the costs incurred by them, associated with the preparation of their RFP and their participation in the Selection Process including the site visits. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
- 2.23 **Site visit and verification of information**
- 2.23.1 Bidders are encouraged to submit their respective RFP after visiting the site and any other matter considered relevant by them.

2.23.2 It shall be deemed that by submitting a RFP, the Bidders has:

- a) made a complete and careful examination of the RFP Documents;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP Documents or furnished by or on behalf of the Authority relating to any of the matters above;
- d) satisfied itself about all matters, things and information necessary and required for submitting an informed RFP, execution of the Project in accordance with the RFP Documents and performance of all of its obligations there under;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement; and
- f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.23.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP Document, the RFP Documents or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.24 Notwithstanding anything contained in this RFP Document, the Authority reserves the right to accept or reject any RFP or to annul the Selection Process and reject all RFPs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.25 The Authority reserves the right to reject any RFP if:

1. At any time, a material misrepresentation is made or uncovered, or

2. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the RFP.
  3. Such misrepresentation/ improper response shall lead to the disqualification of the RFP.
- 2.26 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP Document. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.27 The **Authority reserves the rights to verify the sites** mentioned by the bidder as per the experience criteria mentioned in the bid. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 1.5.1. **Clarifications:** Bidders requiring any clarification on the RFP Document may notify the Authority in writing or by e-mail to the address as mentioned in RFP. They should send in their queries before the date mentioned in the Data Sheet, the Authority shall endeavor to respond to the queries within the period specified therein. The responses will be sent by e-mail to all the Bidders. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.28 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidder. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.29 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.



## 2.30 Amendment of RFP Document

2.30.1 At any time prior to the deadline for submission of RFPs, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by the issuance of Addenda.

2.30.2 Any Addendum thus issued will be uploaded on official websites mentioned in the RFP document.

2.30.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the RFP Due Date.

2.31 No RFP shall be modified, substituted, or withdrawn by the Bidder.

## 2.32 Format and Signing of RFPs

2.32.1 The Bidder shall provide all the information sought under this RFP Document. The Authority will evaluate only those RFPs that are received in the required formats and complete in all respects.

2.32.2 The RFP shall be signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the RFP shall be initialed by the person(s) signing the RFP.

## 2.33 Sealing and Marking of RFP

2.33.1 The Bidder shall submit the RFP in the format specified, and seal it in envelopes in the manner described hereunder.

2.33.2 The documents accompanying the RFP shall be placed in separate envelopes and marked as indicated below. The RFP submission shall include:

### **Envelope 1: “Key Submissions”**

- a. Letter of RFP in the prescribed Format - I
- b. An Undertaking in the prescribed Format - IX
- c. BOQ as per format XII
- d. Power of Attorney for signing of RFP in the prescribed Format – II and Format - III

- e. A copy of the RFP with General conditions of contract with each page initialed by the person signing the RFP.
- f. A MOA (Memorandum of Agreement) in case of Joint venture.
- g. It is accompanied by cost of the RFP document of ₹ 2,000 in the form of shall be deposited in the official account of Shri Mata Vaishno Devi Shrine Board, Branch J&K Bank Katra, Account No. 0235040500001804, IFSC – JAKA0KATTRA. The bidder shall mention UTR No. and CDR/FDR details wherever required as per format XIII.
- h. It is accompanied with the Earnest Money deposited amounting to ₹ 25,00,000/- in (through FDR/CDR only) valid for a period of 06 months pledged to FA/Chief Accounts officer, SMVDSB, Katra. The bidder shall submit the details of EMD deposited as per format XIII.

**Envelope 2: “Technical RFP”**

- a) Technical RFP as per Formats IV, IVA, V, VI, VII, VIII, IX & X.
- b) It shall also contain all the documents required in support of the information given under various formats as above as well as that mentioned elsewhere in the RFP Document.

**Envelope 3: “Financial RFP”**

- a) RFP consisting of the Bidders’ financial offer for the Project in the format set out in Format -XI of this document.
- b) The financial RFP shall be inclusive of all out of pocket expenses incurred by the Bidder towards Local site office, site visits, travel, documentation and communication, all taxes including GST, import duty, royalties, fees etc.

2.34 The Bidders shall also submit true copies of all the documents (comprising Key Submissions and technical RFP) accompanying the RFP, as specified and also in soft version in pen Drive. The Pen Drive shall be placed in a **separate sealed envelope** marked as “**Copy of Documents**”.

2.35 The three envelopes shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:

“Design, Content creation, Procurement, Installation of Laser Show on ‘Mata Ki Kahani’ and its Operation and Maintenance for 05 years at Banganga Ghat at Shri Mata Vaishno Devi Shrine Board Katra” and shall clearly indicate the name and address of the Bidder. In addition, the RFP Due Date should be indicated on the right hand top corner of each of the envelopes.

2.36 Each of the envelopes shall be addressed to:

**The office of the Chief Executive Officer (CEO),  
Shri Mata Vaishno Devi Shrine Board Central Office, Jammu Road,  
Katra (J&K) – 182301  
01991-232075**

2.37 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the RFP submitted.

2.38 RFPs submitted by any other means including fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.39 RFP Due Date:

- a) RFP should be submitted on or before the RFP Due Date and time at the address provided in and as detailed in this RFP Document.
- b) The Authority may, in its sole discretion, extend the RFP Due Date by issuing an Addendum uniformly for all Bidders**

#### 2.40 Rejection of RFPs

2.45.1 The Authority reserves the right to accept or reject all or any of the RFPs without assigning any reason whatsoever. It is not obligatory for the Authority to accept any RFP or to give any reasons for their decision.

2.45.2 The Authority reserves the right not to proceed with the Selection Process at any time, without notice or liability, and to reject any RFP without assigning any reasons.

#### 2.46 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the RFPs shall not be disclosed to any person who is not officially concerned with the process, or concerning the Selection Process. The

Authority will treat all information, submitted as part of the RFP, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

2.47 **Correspondence with the Bidder:** The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any RFP.

### **3 EVALUATION OF RFPs & ELIGIBILITY CRITERIA**

#### **3.1 Opening of RFPs:-**

- a) The Outer Envelope and Envelope 1 & 2 shall be opened by the Authorised representative of SMVDSB at the specified date and time, at the place specified and in the presence of the Bidder who choose to attend.
- b) The Authority will subsequently examine and evaluate the RFPs in accordance with the provisions set out hereunder.
- c) To facilitate evaluation of RFPs, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its RFP.

#### **3.2 Tests of responsiveness**

The Authority shall determine whether each RFP is responsive to the requirements of the RFP Document. A RFP shall be considered responsive only if:

- a. It is received in format as prescribed in the RFP Document.
- b. It is received before the RFP Due Date and time including any extension thereof
- c. It is signed, sealed, bound together in hard cover and marked as stipulated in clause 2.34.
- d. It is accompanied with the Undertaking as specified in Format -IX.
- e. It is accompanied with the Power(s) of Attorney as specified in RFP
- f. it contains all the information (complete in all respects) as requested in this RFP Document and/ or RFP Documents (in formats same as those specified);

- g. It does not contain any condition or qualification; and
- h. It is not non-responsive in terms hereof.
- i. It is accompanied by cost of the RFP document of ₹ **2,000/-** as prescribed in the RFP document.

Satisfying the Test of Responsiveness is mandatory for Bidders to be selected for next stage of evaluation. If any material deviation is found in the formats then it will be judged as non-responsive.

### **3.1 Minimum Eligibility Criteria:**

The bidder must qualify the following eligibility criteria. In case of Joint Venture (JV) additional eligibility criteria as mentioned in the RFD document. The Bidder / Lead Partner of the JV should be an individual/Organization/Partnership Firm incorporated in India.

- a) The Bidder shall be ineligible to submit a RFP, if the organization or in case of a Joint Venture, any of its constituents has been barred or blacklisted by any Central and/or State Government in India.
- b) Persons who are individually or institutionally in any manner involved with the selection/ screening process of the EOI /RFP Document and employees of Shri Mata Vaishno Devi Shrine Board (SMVDSB) katra shall not be eligible for applying.

### **3.2 Financial Criteria**

- a) The Applicant shall have a minimum **Net Worth of ₹ 1,00,00,000/-** (₹ One crore only) at the close of the last two preceding financial year ( FY 2021-22 and 2022-23)

OR

- b) The Bidder should have an annual **average turnover of minimum ₹ 5,00,00,000** (Rupees Five Crores only) during last three years (Financial Year 20-21, 21-22, 22-23) as per audited annual report and balance sheet statements and certified by the Statutory Auditor/ CA.

### 3.3 Technical Criteria:

a) The Bidder should have successfully completed one eligible projects of ₹ 5,00,00,000 ( Rupees Five Crores only ) in last 05 years from Bid Due date.

OR

b) The Bidder should have successfully completed two numbers of eligible projects of ₹ 2,00,00,000 (Two Crores only ) each in last 05 years from Bid Due date.

OR

c) The bidder should have successfully completed 03 years of operations and maintenance contract for running multimedia laser and light shows with minimum annual contract value of ₹ 50 Lakhs over the last 05 years.

For the purpose of this RFP Eligible Projects would be deemed to include:

- I. Supply, installation and commissioning of permanent attraction consisting of Laser, seamlessly integrated with video projection or laser show with sound effects.
  - II. Operation and Maintenance of permanent attraction with multimedia laser show with a show time of at least 15-20 minutes regularly in India for a period of at least 03 years.
- c) For a project to qualify as an Eligible Project under Categories a, b & c above:
- i) It should have been undertaken as Engineering, Procurement and Construction (EPC) or Public Private Partnership (PPP) project or similar basis for providing its output or services to a public sector entity.
  - ii) The entity claiming experience should have held, in the company that has completed the Eligible Project(s), a minimum of 51% (Fifty One per cent) equity during the entire duration for which Eligible Experience is being claimed.

**3.4** In case of Joint Venture (JV), the Bidder shall satisfy following criteria besides meeting above mentioned criteria:

- i. Net worth criteria shall be entirely met by the lead partner.
- ii. The total number of partner should not be more than two. At least one partner shall be in the business of Laser shows for a minimum period of 03 years.
- iii. At least 50% of the turnover criteria shall be met by the lead partner.
- iv. Lead Partner shall be an Individual /Organization/Partnership Firm incorporated in India.
- v. None of the partner of a given JV can be a partner of another JV for submitting the bid. Otherwise all the bids comprising the same member shall stand disqualified.
- vi. The bid shall be signed so as to be legally binding by all partners of the JV.
- vii. The partner or combination of partners that is responsible for a specific component of the project as per the Memorandum of Agreement (MoA) must meet the relevant minimum qualification criteria for that component of the Technical Eligibility criteria.
- viii. Lead partner shall be nominated as being in-charge, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners of the JV.
- ix. All the partners of the JV shall be jointly and severally liable for the execution of the Project in accordance with the Contract terms, and a statement to this effect shall be included in the authorization in the power of attorney in the bid as well as in the Contract.
- x. The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the JV, and the entire execution of the Contract, including payment, shall be done exclusively with the lead partner.
- xi. In case of Joint Venture (JV), the Bidder shall satisfy following criteria besides meeting above mentioned criteria:

- a) No change in the JV shall be allowed throughout the contract period.
- b) The lead partner, collectively on behalf of the JV shall be responsible for successful completion of the contract.

**3.5 Bidders to submit following supporting Documents:**

- a) Duly notarized Certificate of Registration of Company or partnership firm as the case may be.
- b) Memorandum and Article of Association or Partnership deed as the case may be.
- c) In case of JV, original copy of MoA among partners.
- d) In case of JV, each member should submit the documents required as per the eligibility criteria.
- e) Net worth Certificate and Turnover Certificate from Statutory Auditor/Chartered Accountant as per Format VI & VII.
- f) Duly certified Project Completion Certificate(s) from client for eligible completed projects as per format IV and IVA
- g) Copy of Operation and Maintenance Contract of the eligible project and Certificates from clients for completing O&M. Certificate from client that the project is successfully running during O&M period. For completed O&M contract, certificate from the client that the project was successfully running during O & M contract.
- h) **A copy of the content created/ video in a pen drive for demonstrating project details along with relevant products with respect to RFP.**
- i) Approved make of materials including ancillary items and specifications in the form of **BOQ** as mentioned in Format XII of this RFP Document items required and the same has to be accompanied with authenticity certificate at time of supply.
- a) In addition to the other documents specified in this RFP Document, bidder or Lead Partner of the JV shall submit the following documents:
  - i. Copy of PAN certificate



ii. Copies of GST Registration Certificates.

**3.6 Evaluation Criteria:** The Criteria for evaluating the Technical Bids would be as follows:

S.No	Description	Max Marks	Marking Criteria
1	Minimum annual <b>average turnover of minimum ₹ 5,00,00,000</b> (Rupees Five Crores only) in the last three years (Financial Year 20-21, 21-22, 22-23)	15	<ul style="list-style-type: none"> <li>• ₹ 5.0 to 10.0 Cr =03 marks</li> <li>• ₹ 10.0 to12.0 Cr=05 marks</li> <li>• ₹ 12.0to15.0Cr=08 marks</li> <li>• ₹ 15.0to1NR20.0 Cr=12 marks</li> <li>• Greater than ₹ 20.0 Crore=15 marks</li> </ul>
2	Minimum <b>Net Worth of ₹ 1,00,00,000/-</b> (Rupees One crore only) at the close of the last two preceding financial year ( FY 2021-22 and 2022-23)	10	<ul style="list-style-type: none"> <li>• ₹ 1.0Crore to 2.0 Crore=03 marks</li> <li>• ₹ 2.0 Crore to ₹ 5.0 Crore = 05 mark</li> <li>• ₹ 5.0 Crore to ₹10.0Crore=08 marks</li> <li>• Greater than ₹10.0Crores=10 marks</li> </ul>
3	Successfully completed one eligible projects of ₹ 5,00,00,000 ( Rupees Five Crores only ) in last 05 years from Bid Due date. OR No. of eligible projects with ₹ 2 Crore or more successfully completed in the last 05 years from bid due date.	20	<ol style="list-style-type: none"> <li>1) One or more project of ₹ 5 Cr = 20 marks:</li> <li>2) For 2 Cr Projects: <ul style="list-style-type: none"> <li>• 2 projects=08 marks</li> <li>• 3-4 projects=12marks</li> <li>• 5-6 projects=15marks</li> <li>• 6 or more projects=20 marks</li> </ul> </li> </ol>
4	No. of operations and maintenance contract for eligible projects with minimum amount of ₹ 50 Lakhs in the last 03 years.	15	<ul style="list-style-type: none"> <li>• 1projects=05 marks</li> <li>• 2 projects=08 marks</li> <li>• 3 projects=10 marks</li> <li>• 4 or more projects=15 marks</li> </ul>
5	Presentation to SMVDSB on content created on Mata Ki Kahani, proposed design including civil works and showcasing past experience on similar projects.	30	<ul style="list-style-type: none"> <li>• Scores will be given by an internal committee appointed by SMVDSB on following parameters including <ul style="list-style-type: none"> <li>• Content Quality</li> <li>• Understanding of the project</li> <li>• Proposed design</li> <li>• BOQ and equipments specifications</li> <li>• Any other relevant details</li> </ul> </li> </ul>
6	Proposed costing of Civil Works required to be executed on site by the civil wing of SMVDSB	10	<p>The civil wing will prepare the estimates on the basis of the civil/ structural infrastructure required on the site. The points will be given as follows.</p> <ul style="list-style-type: none"> <li>• Less than 50 lacs=10 marks</li> <li>• More than 50 lacs=7 marks</li> <li>• More than 1.0 Cr =03 marks</li> <li>• More than 2.0 Cr.=01 marks</li> </ul>
<b>Total</b>		<b>100</b>	

### 3.7 Technical RFP

- 3.7.1 **Approach and Methodology:** The Bidder must submit the detailed approach and methodology which shall include the Understanding of the project, Approach as well as methodology and the design on the basis of requirement given in this RFP Document.
- 3.7.2 **Content Creation:** The Bidder must submit the content showcasing 'Mata **Ki Kahani**' which can be played through laser shows with visual and audio effects.
- 3.7.3 **Project Design:** The Bidder shall submit the complete drawings of the project including the proposed civil works required at the site including complete design, electrical layouts, plumbing layouts, location of projectors, and location of stores. ( Format X)
- 3.7.4 The Bidder shall submit all the major elements including but not limited to projectors, laser beam, sound system, LED lights, control software etc.
- 3.7.5 **Work Schedule:** The total time frame for completion of the project including successful commissioning is **120 days** from the date of execution of contract agreement. The Bidder shall submit the fortnightly schedule of the project right from the date of execution of contract agreement till the successful commissioning of the project. The successful bidder has to submit its detailed plan, to the satisfaction of SMVDSB for implementation and commissioning of the project before the execution of contract agreement.
- 3.7.6 **The Technical RFP shall not include any Financial RFP details.**

### 3.8 Selection Process

- 3.8.1 The Bidders meeting the criteria shall be declared as the Responsive RFPs. The Bidders not meeting the criteria set out shall be declared as Non Responsive RFPs.
- 3.8.2 As part of the evaluation, the Submission shall be checked and only those RFPs which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP Document.
- 3.8.3 Those who qualify the eligibility criteria shall be evaluated further as per the evaluation criteria mentioned in Clause 3.6

- 3.8.4 As part of the presentation the bidders shall present their understanding of the project, the content created on 'Mata Ki Kahani', the concept design and video or images of their past experiences. The details proposed in the presentation shall form the part of contract document.
- 3.8.5 The invited bidders shall present the details of civil works of any nature required to be executed on site by the civil wing of SMVDSB. The proposed civil works shall be considered for the evaluation process but shall be executed by the civil wing of the SMVDSB at its own cost.
- 3.8.6 Bidders whose final score is at least **60 marks** as per the technical criteria laid down at 3.6 shall qualify for the financial bid opening.
- 3.8.7 SMVDSB reserves the right to change the technical specification required for the Project based on the technical presentation made by the bidders. In this case, a new financial RFP may be called for from the selected bidders only based on the new specifications.
- 3.8.8 SMVDSB reserves the right to reject any RFP, if:
- i At any time, a material misrepresentation is made or discovered;
  - or
  - ii. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the RFP.
- 3.8.9 Notwithstanding anything contained in this RFP Document, SMVDSB reserves the right to accept or reject any RFP, or to annul the Selection process or reject all RFPs, at any time without any liability or any obligation for such rejection or annulment.

### **3.9 Combined and Final Evaluation**

- 3.9.1 Proposals will finally be ranked according to their combined technical (Tb) and financial (Cb) scores as follows:

$$S = (0.70) * Tb + (0.30) * ( Fmin / Fb * 100)$$

Where,

S = overall combined score of Bidder under consideration  
(Calculated up to two decimal points)

Tb = Technical score of the Bidder under consideration

Fb = Financial bid value of the Bidder under consideration

Fmin = Lowest financial bid value among the financial proposals under consideration.

3.9.2 The bidder with the highest combined score (S) shall be eligible for the Award of the Contract.

3.9.3 Illustration:

Bidder A Technical score is 80 and financial quotation is 110 whereas The Technical score of applicant B is 75 and financial quotation is 90. The Combined score shall be calculated as below:

Bidder A Score

$$(0.70)*80 + (0.30) \times (90/110*100) \\ = 56 + 24.54 = 80.54$$

Applicant B Score

$$(0.70)*75 + (0.30) \times (90/90*100) \\ = 52.5 + 30 = 82.5$$

Since Bidder B has highest combined score, therefore, applicant A shall be the selected Bidder.

### 3.10 Award of Contract

1. In the event of acceptance of the RFP of the short listed Bidder with or without negotiations, SMVDSB shall declare the Bidder as the Successful Bidder. SMVDSB will notify the Successful Bidder through a Letter of Acceptance (LOA) of RFP.
2. The Successful Bidder shall have to deposit an amount of **₹ 25,00,000 (Rupees Twenty Five Lakhs Only)** as **performance guarantee** pledged to **FA/Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra** which shall be **released after 06 months** following the completion of contract period **(including Operation and Maintenance Period)** subject to the successful accomplishment of the contract. In case the contract is further extended, the performance security deposit shall have to be accordingly renewed by the Contractor for the bid extended period which shall be released after 06 months following the completion of extension period. The performance

guarantee shall be forfeited if the contractor prematurely withdraws or if the services are terminated for being unsatisfactory. Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment/ withdrawal of the LOA. In such an event, SMVDSB reserves the right to:

- a) Either invite the next best Bidder for negotiations; or
- b) Take any such measures as may be deemed fit in the sole discretion of SMVDSB, including annulment of the Selection process and forfeiture of EMD.

### **3.11 Contacts during RFP Evaluation**

RFPs shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the RFPs are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the RFPs under consideration

### **3.11 Arbitration:**

1. Any dispute or difference what so ever arising between the parties relating to the work shall be submitted for arbitration to an arbitrator to be nominated by Chief Executive Officer, Shri Mata Vaishno Devi Shrine Board, Katra. The venue of the Arbitration shall be at Jammu. The provision of J&K Arbitration and Conciliation Act 1997 shall apply. The decision of the arbitrator shall be final and binding on the both parties. Courts at Jammu/Katra/ Reasi only entertain any legal proceeding arising out of the award
2. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
3. The venue of the arbitration proceeding shall be the office of CEO SMVDSB or such other place as the arbitrator may decide.

4. Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.
5. It shall be deemed that by submitting the RFP, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations here under, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

## SECTION – II

### TERMS OF REFERENCE (OR) / SCOPE OF WORK

The bid is invited to include all the activities from concept to commissioning and O&M thereafter as the terms mentioned in this RFP Document. The details given in this section are minimum needed to commission the project. However, since the concept shall have to be finalized and designing will be in the scope of contractor, any excess quantum of equipment / machinery / software / hardware components that are required for the successful commissioning of the project shall deemed to have been included in the scope of work.

**Time for successful commissioning of the project is 120 days from the date of issue of work-order.**

#### 1. Scope of Project:

- I. Conception and design of content for a multimedia laser show depicting the legend of Shri Mata Vaishno Devi and evolution of holy pilgrimage in collaboration with SMVDSB. **The content to be in Hindi language.**
- II. The total duration of the show should be between 15-20 minutes.
- III. Procurement, Installation and commissioning of equipment at the allotted site for an enriching pilgrimage experience.
- IV. The designated site shall be open to the sky though the bidder may be allowed to partially cover the seating area for viewers.
- V. Operation and management of daily shows with controlled ingress and egress at the allotted site- under the overall supervision of the SMVDSB.
- VI. Development and operations of ticketing mechanism to be available via online mode and over the counters to allow access to pilgrims as per seating capacity.
- VII. Deployment of sufficient manpower for daily operations and maintenance of infrastructure and equipment in the allotted premises throughout the duration of the contract period.
- VIII. The Bidder can include water screens/ projections on waters and musical fountains in their project to make it more attractive.

- IX. A good quality audio system along with other equipments to run the laser show capable of producing good sound effects for the prescribed area and gathering is required to be installed by the supplier at the designated site.
- X. The designated site with approximate area of 3500 sq feet will be fully utilized by the contractor during the designated evening time for running the laser shows. The site will be exclusively available for running of laser shows at the time of sunset for a total duration of three hours and will again resume for yatra 01 hour after the culmination of laser show every day. During the remaining period the site will be used as a thorough fare for the pilgrims and will be used for yatra purpose only. The contractor shall not in any way create hurdle in the smooth flow of yatra. Any hurdle created will invite plenty as per the relevant clauses of the RFP.
- XI. **Technology upgradation:** Bidder shall be allowed technology/equipment upgradation during the currency of the contract with the aim to enhance the viewer experience. The enhanced cost of the same shall fall in the scope of the bidder. However, the board shall consider request for any additional civil work on account of the proposed upgradation.
- XII. After the completion of the contract period. The contractor shall handover the project to SMVDSB in fully functional condition. The contractor shall also provide training to at least three employees of SMVDSB to fully run the laser and light show before the end of operation and maintenance period.
- XIII. The contractor shall ensure a proper water and power back up for uninterrupted laser and light show during the currency of the contract.

## 2. Other Requirements:

- a) Content Production: Contents shall be as per the concept with consultation of SMVDSB
- b) Production different subject based mixed media content with light, pyrotechnic sound & laser of duration of 15-20 minutes each using the laser beam animation/fountain formations and video projection system with approved script by SMVDSB.



- c) All scripts and shows must get approval from SMVDSB and any modifications/ alterations suggested by SMVDSB should be suitably modified and altered to the satisfaction of SMVDSB
- d) **Content enrichment:** New mixed media content needs to be developed and played every three months during the operation period.
- e) On special religious occasions including Navratris theme based content to be showcased.
- f) The content must be innovative and world-class
- g) SMVDSB may provide the Contractor with their own contents in any playable format. In such case, it shall be the responsibility of the Contractor to render the content in a format required for the project. The contractor shall bear any costs associated with such rendering.
- h) Royalties and rights of contents will remain with SMVDSB. The selected bidder shall have no claims, whatsoever, on the content.

### **3. Viewers Gallery, Control Room**

- a. Layout and plans of viewer's gallery and control room should be submitted by bidder along with the RFP
- b. The cost of all the civil works for viewer's gallery will be in scope of SMVDSB.
- c. The selected bidder / contractor shall bear the cost of furniture, Air Condition, water and electricity or any other equipment or machinery that shall be used in the control room.

### **4. Operation and Maintenance**

- a. The Operation and Maintenance shall be comprehensive in nature.
- b. Operation and Maintenance period shall be for five years after successful commissioning of the project further extendable up to three years.
- c. All the spares required for smooth functioning of the project should be in stock with the contractor.
- d. Contractor should keep sufficient staff for smooth functioning and O&M for the project.
- e. Contractor would be required to establish an office in Banganga throughout the contract period including O&M period.

- f. Contractor shall also be required to provide the O&M manual to SMVDSB within 30 days from the Successful commissioning of the project. The O&M manual should be exhaustive in nature such that it gives complete details of Operation & Maintenance including but not limited to possible fault identification and its rectification process.
- g. On completion of O&M period, contractor has to assure SMBDSB that the project is in working condition as it was on the day of successful commissioning.
- h. On expiry of O&M period, SMVDSB may further extend the O&M period for the time and ticketing price mutually agreed by both the parties.
- i. The facility shall run regularly without any failure every day as per the fixed schedule. Any failure on the part of the contractor shall invite penalties as per the relevant provision of the RFP.
- j. Total duration of show (combination of lights, fountain, pyrotechnic, music, laser and video) should be in the range of 15-20 minutes.
- k. The facility shall be supported by power back up for uninterrupted viewing by the audience and shall run unhindered and all the arrangement for preventive maintenance shall be done by the Bidder throughout the O&M Period.
- l. The Maximum breakdown time allowed shall be in one day one occasion with maximum of six such occasions in a year, in case breakdown is needed for preventive maintenance, the same shall be planed either during the day when the facility will be closed or during six occasions as mentioned in this clause.
- m. The contractor shall ascertain energy efficiency & economy; all the equipment shall be energy
- n. Bidder/Contractor has to follow all the highest standards of safety and security as per standard Indian codes and legal statutes at all stages of construction, operation and maintenance.

#### **5. Ticketing:**

- a) Price to be quoted by the bidder in the format XI and shall be subjected to a ceiling of ₹ 100 per pilgrim (inclusive of all taxes). A 10% share of the quoted price exclusive of the taxes shall accrues to the SMVDSB as royalty.
- b) No ticket fee will be charged from children below 05 years of age and specially abled pilgrims.

**6. Warranty of all Equipment:** Warranty of all equipment should be in favor of SMVDSB.

**7. Facilities to be provided by SMVDSB**

- a) Electricity and water supply connections shall be arranged by the contractor from their own resources. SMVDSB will facilitate the same from the concerned line departments.
- b) Electricity and Water supply shall be provided at one point inside the project premises. Contractor shall specify its annual electricity and water demand to SMVDSB. All internal electrical and water connections shall be installed by the contractor.
- c) The contractor shall make payments on the metered usage of electricity and water on prevalent govt. rates to the JPDCL and Jal Shakti respectively.

**8. Penalty Provisions:**

- a) The project shall be successfully commissioned within 120 days.
- b) **In case of delay in commissioning of the project:** the suitable levy as decided by CEO, SMVDSB shall be imposed. Provided that the total amount of penalty to be paid under delay of commissioning of project beyond 120 days shall be as under
  - Up to one week of delay: ₹ 50,000
  - Up to two week of delay: ₹ 1,00,000
  - Two- four weeks of delay: ₹ 4,00,000

Thereafter SMVDSB reserves the right to forfeit the performance guarantee and execute the work through an alternate means as deemed fit by SMVDSB to get the work done through other agency at the cost of Contractor.

- c) **Obstruction to Yatra:** In case obstruction to yatra is caused by the contractor before or after the allotted timings for running of laser shows, a penalty shall be as under:
  - 1-2 hrs of obstruction: ₹ 20,000
  - 2-4 hrs of obstruction ₹ 1,00,000
  - 4hrs- 24 hrs of obstruction ₹ 2,00,000

Thereafter SMVDSB reserves the right to forfeit the performance guarantee and execute the work through an alternate means as deemed

fit by SMVDSB to get the work done through other agency at the cost of Contractor.

d) **In case of non-operation/malfunctioning:** (Non-operation means: complete non-functioning of laser system, or video projection system, or music & lights system) the Bidder shall be levied a penal charge as follows:

- 1-7 days: equal to Rupees 20,000 per day for such non operation/ malfunction subjected to a maximum seven consecutive days.
- 7-14 days: equal to Rupees 50,000 per day for such non operation/ malfunction subjected to a maximum 14 consecutive days.
- In addition to the above charges, in case the facility does not function for seven consecutive days, one time penal charges of ₹. 1,00,000 (Rs One Lakh) shall be levied on the Bidder/Contractor and for non functioning for 14 consecutive days, one time penal charge of ₹ 5,00,000 (Rs Five lakhs) shall be levied on the Bidder/Contractor. Thereafter, SMVDSB shall be at the liberty to get the rectification done at the cost of the Bidder. Any such expenses made by SMVDSB shall be recovered from the dues outstanding with SMVDSB or from the performance guarantee from the Bidder /Contractor. This shall also make the contract liable for cancellation together with forfeiture of the Security deposited.

## 9. Civil Works

All civil works required for successful commissioning and operation of the project shall be in the scope SMVDSB including the viewing gallery, Ticket and store rooms including other modifications as per the requirements projected by the contractor.

## Section III: Formats

Format-I

### Letter of RFP (On the Letterhead of the Bidder/Lead Partner)

To,

Chief Executive Officer (CEO),  
Shri Mata Vaishno Devi Shrine Board  
Central Office, Jammu Road, Katra (J&K) – 182301  
Email- [aceovb@maavaishnodevi.net](mailto:aceovb@maavaishnodevi.net)  
01991-232075

**Sub: Request for proposal For Design, Content creation, Procurement, Installation of Laser Show on 'Mata Ki Kahani' and its Operation and Maintenance for 05 Years at Banganga Ghat at Shri Mata Vaishno Devi Shrine Board Katra**  
Sir,

1. With reference to your RFP Document dated \*\*\*\*\*, I/we, having examined the RFP Documents and understood their contents, hereby submit my/our RFP for the aforesaid Project. The RFP is unconditional and unqualified.
2. All information provided in the RFP and in the Appendices is true and correct.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the RFP.
4. I/ We acknowledge the right of the Authority to cancel the Selection process at any time or to reject any RFP without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We understand that only a single Contractor will be selected for project mentioned above.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - (b) I/ We do not have any conflict of interest in accordance with the provision set out in the RFP Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any RFP or RFP Document issued by or any

agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We declare that we are not a Member of any other firm submitting a RFP for the Project.
9. I/ We further certify that in regard to matters relating to RFP and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
10. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
11. I/ We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the referred to above, we shall intimate the Authority of the same immediately.
12. In the event of my/ our being declared as the successful Bidder, I/We agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/us prior to the RFP Due Date.
13. The Financial bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP Document, General Conditions of contract.
14. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/We submit this RFP under and in accordance with the terms of the RFP Document.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:  
signatory)

(Name and designation of the of the Authorized

Name and seal of Bidder

**Power of Attorney**  
(for Signing of RFP)

Know all men by these presents, We, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and legalize Mr. / Ms (Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us/ and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our RFP for .....("the Project"), by the SMVDSB including but not limited to signing and submission of all applications, RFPs and other documents and writings, participate in RFPs' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our RFP and generally dealing with the Authority in all matters in connection with or relating to or arising out of our RFP for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

For \_\_\_\_\_  
(Signature)  
(Name, Title and Address)

Witnesses:

- 1 .....
- 2 .....

Accepted  
(Signature)

[Notarized]

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be Legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

**Power of Attorney**

(For Lead Partner on a Non-Judicial Stamp Paper of Rs. 100 Stamp paper duly attested by Notary Public)

Whereas, the Shri Mata Vaishno Devi Shrine Board (SMVDSB) has invited RFPs from qualified bidders for

..... (the "Project").

AND

Whereas, ..... (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the RFP Document and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Client to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

4

We, having our registered office at ....., M/s. ...., having our registered office at , and M/s....., having our registered office at , [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s....., having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub- delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds

or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Client, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Client and till the successful execution of the Project.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

AND hereby agree that we will be jointly as Consortium, and severally as individual member thereof, beresponsible for the successful execution of the Project.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2023 .



For

(Name & Title)

For (Name & Title)

For (Name & Title) Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

## Format-IV

### Project Experience as Per Eligibility Criteria: Completed Projects Only

The information regarding the relevant experience of the firm should be provided in the format below.

Name of Bidder/JV Partner

Project Name:	Location of Project:
Name of Client:	Address of Client:
Start date (month/year): Completion date (month/year):	Approximate value of Project:
Narrative description of Project Include the following information: <ul style="list-style-type: none"><li>• Project Brief</li><li>• Project cost</li><li>• Current status</li></ul>	
Description of actual Contract provided::	
Details of the proof submitted.	

Signature of Bidder/Lead Partner

The Project Data Sheets should necessarily be accompanied with notarized certificates from clients for Successful completion of Contract, as proof of experience. Projects without proof of experience shall not be considered for evaluation.

**Format-IV A**

**Project Experience: Completed Projects**

The information regarding the relevant experience of the firm should be provided in the format below.

Name of Partner:

Project Name:	Location of Project:
Name of Client:	Address of Client:
Start date (month/year): Completion date (month/year):	Approximate value of Project:
Role of Partner in the project:	
Narrative description of Project Include the following information: <ul style="list-style-type: none"><li>• Project Brief</li><li>• Project cost</li><li>• Current status</li></ul>	
Description of actual Contract provided::	
Details of the proof submitted.	

**Signature of Lead Partner**

The Project Data Sheets should necessarily be accompanied with notarized certificates from clients for successful completion of Contract, as proof of experience. Projects without proof of experience shall not be considered for evaluation.

**Project Experience for Operation and Maintenance Projects**

The information regarding the relevant experience of the firm should be provided in the format below.

Name of the Bidder/JV Partner

Name of Bidder/JV Partner

Project Name:	Location of Project:
Name of Client:	Address of Client:
Start date (month/year): Completion date (month/year):	Approximate value of O&M contract:
Narrative description of Project Include the following information: <ul style="list-style-type: none"> <li>• Project Brief</li> <li>• Project cost</li> <li>• Current status</li> </ul>	
Description of actual Contract provided:	
Details of the proof submitted.	

**Signature of Bidder/ Lead Partner**

- The Project Data Sheets should necessarily be accompanied with notarized O&M contract and certificate from client that the bidder has been carrying out the O&M or has carried out O&M of the project. Projects without proof of experience shall not be considered for evaluation

## Format for Annual Turnover as per the Audited Accounts

Name of Bidder/ Lead Partner:

S. No	Financial Year	Turnover in ₹
1	2020-21	
2	2021-2022	
3	2022-2023	
	<b>Average Turnover</b>	

This is to certify that I/we have examined the above information of M/s..... on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal  
& Membership No. of Chartered Accountant.

Signature of Bidder/Lead Partner

Note: Submit Copy of Audited Accounts/balance sheets for the last three years (FY 2020-21, 22-22 and 2022-23).

**Format for Net worth as per the audited accounts**  
(To be submitted by bidder / Lead Partner of the JV)

S. No	Financial Year	Name of Bidder / Lead Partner	Net worth in ₹
1	2021-2022		
2	2022-2023		

This is to certify that I/we have examined the above information of M/s..... on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal  
& Membership No. of Chartered Accountant.

The Technical RFP shall set out the approach and methodology proposed for the Project and the design features of the Project along with format XII and shall comprise:

1) Approach and Methodology

General understanding of the project
Understanding of requirements
Work Program
Organization Chart to be deployed for the project
Graphical Presentation of Work Chart (Bar Chart)
Staffing Schedule for the project

2) Concept Design and Project Features

Number of LED lights Number and type of effects proposed with pictures Make proposed for all the major elements including but not limited to projectors, laser beam, sound system ,LED lights, nozzles pumps control software etc
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**Undertaking  
(On Letterhead of bidder/lead partner)**

We undertake to provide components/equipment as per scope of work and in strict compliance with the Manufacturer/makes/brand, list of which is provided in the specification in Section II of this RFP Document.

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)  
Name and seal of Bidder



**Project Layout and Design Plan including Electrical, Plumbing, Lighting and Fountain Plan**

SANVDSB

**Format for Financial RFP**  
**(To be enclosed in a separate cover)**  
(On the Letterhead of the Bidder/Lead Partner)

To,  
Chief Executive Officer (CEO),  
Shri Mata Vaishno Devi Shrine Board  
Central Office, Jammu Road, Katra (J&K) – 182301  
Email- [aceovb@maavaishnodevi.net](mailto:aceovb@maavaishnodevi.net)  
01991-232075

**Sub: Request for proposal For Design, Content creation, Procurement, Installation of Laser Show on 'Mata Ki Kahani' and its Operation and Maintenance for 05 Years at Banganga Ghat at Shri Mata Vaishno Devi Shrine Board Katra**

Sir,  
Having gone through this RFP Document and Draft Agreement and having fully understood the scope of work for the Project as set out in this RFP Document; we are pleased to quote the following fees for the Project for subjected work-

S.No	Item	Amount (₹) (Inclusive of all taxes)	Amount on Words	Remarks
1	<b>Ticket Price per pilgrim for the project</b> (Design, Content creation, Procurement, Installation of Laser Show on 'Mata Ki Kahani' and its Operation and Maintenance for 05 Years at Banganga Ghat at Shri Mata Vaishno Devi Shrine Board Katra)			Please Quote amount below ₹ 100/- inclusive of all taxes.
	<b>Total</b>			

Note:

1. The Financial RFP is inclusive of all out pocket expenses which may be incurred by the contractor towards travel, documentation, communication, etc. related to the project.
2. The Financial RFP shall also be inclusive of all royalties, rates, charges, license fees, customs duty for importing goods, equipment, materials required for the project.
3. In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

Yours faithfully,

For and on behalf of

.....  
(Name of the Bidder) \_\_\_\_\_  
(Signature of Authorized Signatory)  
(Name and designation of the Authorized Person)

BOQ Format

S.No	Item	Make and Specifications	Warranty period	Market Price (in ₹)
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SANVDSB

**Cost of RFP Document  
(On Letter Head of the bidder/lead partner)**

**Name of the Bidder:** \_\_\_\_\_

We have deposited RFP document fee amounting to ₹ 2000/- ( two Thousands only) for the project 'Design, Content creation, Procurement, Installation of Laser Show on 'Mata Ki Kahani' and its Operation and Maintenance for 05 Years at Banganga Ghat in the official account of Shri Mata Vaishno Devi Shrine Board, Branch J&K Bank Katra, Account No. 0235040500001804, IFSC – JAKA0KATTRA.

UTR No: \_\_\_\_\_

CDR/FDR detail \_\_\_\_\_

Date:

Place:

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)  
Name and seal of Bidder

**EMD format  
(On Letter Head of the bidder/lead partner)**

**Name of the Bidder:** \_\_\_\_\_

**Detail of EMD:**

a) CDR/FDR/ No. \_\_\_\_\_, Amount ₹ 10,00,000 (Ten lakhs Only)

Date: \_\_\_\_\_, Bank \_\_\_\_\_, Branch \_\_\_\_\_