

CORRIGENDUM 1

BID NO. - GEM/2024/B/5345353 DATED 02.09.2024

NAME OF THE WORK - CUSTOMER SATISFACTION SURVEY AT AAI AIRPORTS AND CARGO TERMINALS FOR A PERIOD OF 02 YEARS (2025 - 2026).

S No.	Existing Clause	Revised Clause										
1.	<p><u>Clause 7 on Page No. 4 of Bid Document:</u> Earnest Money Deposit (the “EMD”) of Rs 2,42,000.00 will be required to be submitted in the form of Demand Draft/Banker’s Cheque from a Scheduled Bank but not from any co-operative or Gramin Bank drawn in favour of Airports Authority of India payable at New Delhi. Hard Copy of original instrument in respect of EMD must be delivered to the Assistant General Manager (CP&MS), Dte. of CP&MS, Room No. 252, 2nd floor, C Block, Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi - 110003 within 05 workings days of bid submission date. The details of Demand Draft/any other acceptable instruments, physically sent, should tally with the scanned copy uploaded in Stage I. The bid of the bidders whose EMD is not received within the stipulated time period or does not tally with the scanned copy shall be rejected. AAI will not be responsible for any postal delay.</p> <p>MSE bidders should upload the relevant document in respect of exemption of EMD failing which their bid will be rejected.</p>	<p><u>Clause 7 on Page No. 4 of Bid Document:</u> Earnest Money Deposit (the “EMD”) of Rs 2,42,000.00 will be required to be submitted through RTGS/NEFT or any digital mode as per following details:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>BENEFICIARY</td> <td>AIRPORTS AUTHORITY OF INDIA</td> </tr> <tr> <td>BANK</td> <td>STATE BANK OF INDIA</td> </tr> <tr> <td>BRANCH</td> <td>RAJIV GANDHI BHAWAN, SAFDARJUNG AIRPORT, NEW DELHI-110003</td> </tr> <tr> <td>CURRENT ACCOUNT NO</td> <td>33404514673</td> </tr> <tr> <td>IFSC</td> <td>SBIN0017180</td> </tr> </table> <p>The EMD is to be deposited before the bid submission end date. The details of proof of depositing the EMD is to be uploaded in Stage I. The bidder should mention GeM bid number while making online transaction and the same must be reflected on the proof of the transaction uploaded. Physical mode i.e. Demand Draft/any other acceptable instruments, physically sent will not be accepted. The bid of the bidders whose EMD is not deposited within the stipulated time period or does not tally with the scanned copy of the proof of deposition of EMD in the digital mode shall be rejected. MSE bidders should upload the relevant document in respect of exemption of EMD failing which their bid will be rejected.</p>	BENEFICIARY	AIRPORTS AUTHORITY OF INDIA	BANK	STATE BANK OF INDIA	BRANCH	RAJIV GANDHI BHAWAN, SAFDARJUNG AIRPORT, NEW DELHI-110003	CURRENT ACCOUNT NO	33404514673	IFSC	SBIN0017180
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BID DOCUMENTS

FOR

**NAME OF WORK: CUSTOMER SATISFACTION SURVEY AT AAI AIRPORTS
AND CARGO TERMINALS FOR A PERIOD OF 02 YEARS
(2025 - 2026).**

**AIRPORTS AUTHORITY OF INDIA
Directorate of Corporate Planning & Management Services
CHQ, C Block, Rajiv Gandhi Bhawan,
Safdarjung Airport,
New Delhi – 110 003**

**NAME OF WORK: CUSTOMER SATISFACTION SURVEY AT AAI AIRPORTS
AND CARGO TERMINALS FOR A PERIOD OF 02 YEARS
(2025 - 2026).**

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Certified that this bid document contains pages 1 to 70 (One to Seventy only) numbered serially.

GLOSSARY

AAI	Airports Authority of India
Agreement	As defined in Clause 1.1.1 of Agreement
Agreement Value	As defined in Clause 6.1.1 of Agreement
Applicable Laws	As defined in Clause 1.1.1 of Agreement
Applicant/Bidder	As defined in Clause 1 under Definitions of GCC
Authorized Representative	As defined in Clause 1.9 of Agreement
Authority	As defined in Clause 1 under Definitions of GCC & in Agreement
BDD	Bid Submission End Date
Bid/Bid document/Tender	As defined in Clause 1 under Definitions of GCC
Bid Inviting Authority or BIA	As defined in Clause 2 of NIEB
Conflict of Interest	As defined in GCC and Clause 1.1.1 of Agreement
Consultant	As defined in Clause 1.1.1 of Agreement
CSS	Customer Satisfaction Survey
CV	Curriculum Vitae
EMD (Earnest Money Deposit)	As defined in Clause 7 of NIEB
Effective Date	As defined in Clause 1.1.1 of Agreement
E-tendering website/portal	GeM
Financial/Price Bid	As defined in Clause 10.2 of NIEB
INR, Re, Rs.	Indian Rupee(s)
LOA	Letter of Award
Personnel	As defined in Clause 1.1.1 of Agreement
Performance Guarantee	As defined in Clause 7.1 of Agreement
Pre-Qualification cum Technical Bid	As defined in Clause 10.1 of NIEB
Prohibited Practices	As defined in Clause 3.2.4 of Agreement
Selected Bidder	As defined in Clause 9 of NIEB
Selection Process	As defined in Clause 9 of NIEB
Services	As defined in Clause 1.1.1 of Agreement
Statutory Auditor	An Auditor appointed under Applicable Laws
TOR	As defined in Clause 3.1.2 of Agreement
Work	As defined in Clause 1 under Definitions of GCC & in Agreement

The words and expressions defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

AIRPORTS AUTHORITY OF INDIA
RAJIV GANDHI BHAWAN
SAFDURJUNG AIRPORT, NEW DELHI-110 003
NOTICE INVITING E-BID (2 Stage Open Bid)

1. Airports Authority of India is a Mini Ratna CPSE under Ministry of Civil Aviation undertaking various activities related to development & maintenance of airports and providing navigation services to aircrafts. Authority in its persistent efforts to provide best infrastructure and services to its stakeholders is undertaking various initiatives. Authority understands that passengers are the most important customers on its premises and their feedback is important for improvement of their experience and development of aviation. In order to get their feedback, Authority conducts Customer Satisfaction Survey & has issued this Bid Document to select a bidder for conducting Customer Satisfaction Survey at AAI airports as detailed herein.
2. Bids are invited through GEM at <https://gem.gov.in/> by General Manager (CP&MS), Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003 Ph no. 011-24657897, (“**Bid Inviting Authority**” (the “**BIA**”) on behalf of Chairman, AAI from the eligible agencies for the work of “**CUSTOMER SATISFACTION SURVEY AT AAI AIRPORTS AND CARGO TERMINALS FOR A PERIOD OF 02 YEARS (2025 - 2026)**” at an estimated cost of **INR 121 lakhs inclusive of all other taxes and duties including GST**. The time period is 2 years starting from January, 2025 to December 2026.
3. The bidding process is online at GeM at <https://gem.gov.in/>. Aspiring bidders may download and go through the bid document.
4. Deleted.
5. Deleted.
6. For queries related to the bids published on the GEM portal, bidders are advised to contact concerned bid manager of AAI.
7. Earnest Money Deposit (the “**EMD**”) of Rs 2,42,000.00 will be required to be submitted in the form of Demand Draft/Banker’s Cheque from a Scheduled Bank but not from any co-operative or Gramin Bank drawn in favour of Airports Authority of India payable at New Delhi. Hard Copy of original instrument in respect of EMD must be delivered to the Assistant General Manager (CP&MS), Dte. of CP&MS, Room No. 252, 2nd floor, C Block, Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi - 110003 within 05 working days of bid submission date. The details of Demand Draft/any other acceptable instruments, physically sent, should tally with the scanned copy uploaded in Stage I. The bid of the bidders whose EMD is not received within the stipulated time period or does not tally with the scanned copy shall be rejected. AAI will not be responsible for any postal delay.

MSE bidders should upload the relevant document in respect of exemption of EMD failing which their bid will be rejected.

8. Bid documents may be downloaded from GEM portal: <https://gem.gov.in/> as per the time schedule given at GeM portal. However, the timeline for remaining important events is given as below:

Commencement of Services/Start of work	Within 15 days of LOA or as specified in LOA
Submission of Performance Guarantee	Within 30 days of LOA
Validity of Bids	90 days from bid submission end date

9. Brief description of the Selection Process

The Authority has adopted a two-stage selection process (collectively the “**Selection Process**”) for evaluating the bid comprising Pre-qualification cum technical bids (Stage-I) and financial bids (Stage-II). Based on this Pre-qualification cum technical evaluation, the bidders who meet the requirement as detailed in this Bid document will qualify for Stage-II i.e. financial bid. The bidder with **lowest financial bid** shall be the successful bidder (the “**Selected bidder**”) subject to the conditions as laid down in this document.

10. Following documents shall be submitted online at GEM portal by the bidder:

10.1 Stage-I: - Pre-Qualification Cum Technical bid:

Bidders shall submit Pre-Qualification cum Technical bid in Stage-I (the “**Pre-Qualification cum Technical bid**”). The following documents are to be uploaded in **Stage-I**:

- i) Scanned copy of EMD of requisite amount in form of Demand Draft drawn in favour of Airports Authority of India payable at New Delhi as applicable.
- ii) Scanned copy of Permanent Account Number (PAN).
- iii) Scanned copy of GST registration.
- iv) Scanned copy of Unconditional Acceptance of AAI’s Bid Conditions as per **Appendix-I**.
- v) Scanned copy of valid MSE Registration (UDYAM) Certificate, if applicable, giving details of services.
- vi) Scanned copy of ‘Undertaking’ regarding Blacklisting/ Debarment on Company’s Letter Head as per **Appendix II**.
- vii) Scanned copy of Power of Attorney as per the format given at **Appendix-III** by Companies other than propriety bidder (also complying with para viii below). Proprietary bidder shall upload scanned copy of Power of Attorney only if the bid is processed by a person other than proprietor. Power of Attorney would not be required if the Application is signed by a partner of the firm, in case the Bidder is a partnership firm or limited liability partnership.
- viii) Scanned copy of duly filled PQ Performa and checklist as per **Appendix-IV**.
- ix) Copy of Certificate of Incorporation of the Company under Companies Act showing CIN/LLPIN/Name of Directors of the Company & Copy of Board Resolution delegating Authority to assign Power of Attorney.
- x) In case bidder is a subsidiary of a foreign company and claims the experience in specific field on the basis of the experience of its foreign principals, the bidder must submit an undertaking as per **Appendix V**.
- xi) Should have satisfactorily completed (# Phase / Part completion of the scope of work in a contract shall not be considered, **however pre-determined phasing of the work will be accepted**) **Opinion Survey/Customer Satisfaction Survey (“survey”)** for Govt. organizations or private companies on all India basis: One survey costing Rs.

96,80,000.00 or minimum two surveys costing Rs. 60,50,000.00 for each survey, or minimum three surveys costing Rs. 48,40,000.00 for each survey, during the last seven years **ending on the original Bid Submission End Date (BDD)**. Clients' certificate for experience indicating nature of work done, the value of the work, duration of survey and satisfactory completion of work shall be uploaded along with the bid. For consideration of works that involve other works in addition to **Opinion Survey/Customer Satisfaction Survey, the client certificate must clearly & separately indicate the value of Opinion Survey/Customer Satisfaction Survey.**

"The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid".

Certificate indicating part completion of the work will not be entertained. Bidders showing work experience certificate from **non-government/non-PSU organizations should submit copy of tax deduction at source certificate along with a certificate issued by registered Chartered Accountant clearly specifying the name of work, total payment received against the work and TDS amount for the work**, in support of their claim for having experience of stipulated value of work as given in the client certificate i.e. TDS certificate should correspond to the value of the work as given in the client certificate. Scanned copy of completion certificate(s) along with TDS wherever applicable should be uploaded. However, agencies showing work done outside India shall upload bank transfer detail as a proof of payment received against the work.

- xii) Should have annualized average financial turnover of Rs. 36,30,000.00 against works executed during last three years ending 31st March of the previous financial year. **As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement should be uploaded along with the bid.** Bidders showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

Bidders have to submit UDIN generated documents like Balance Sheet/Turnover certificate, Tax Deduction at Source (TDS) Certificates for Non- Govt. works etc. as per NIT conditions duly certified by CA and having UDIN. The documents submitted by bidders without UDIN shall not be entertained and the bid will be rejected.

10.2 Stage-II: Financial Bid (the “Financial/Price Bid”)

The bidder shall quote price at the appropriate place in GeM portal.

11. Bids Opening Process is as below: -

- 11.1 **Stage-1:** containing Pre-qualification cum Technical bid documents as mentioned above shall be opened first. The bidders who have uploaded the documents as specified in this Bid document shall only be considered for opening of Financial bid subject to meeting the criteria as given in this document. If any clarification is needed about the deficiency in the documents uploaded in Stage-I, bidder will be asked to provide it through GeM portal only. The clarifications will be asked only on GeM portal, therefore, the requisite documents as asked in the clarification should be uploaded failing which the bid will be rejected.

The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any question or to provide any clarification.

- 11.2 The bidder shall upload the requisite clarification/documents within time specified by AAI, failing which bid will be liable for rejection.
- 11.3 **Stage-II:** The financial bid of the bidders found to be meeting the qualifying requirements and technical criteria as per Stage-I shall be opened only as per schedule or as per intimation of bid opening date & time to bidders.
12. Authority reserves the right to accept or reject any or all bids or to call off bid process at any stage without assigning any reason at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.
13. Authority reserve the right to disallow issue of bid document to working agencies whose performance at ongoing project/works (s) is below par and usually poor and has been issued letter of restrain/Temporary/Permanent debar by any department of the Authority. **Authority reserve the right to verify the credential submitted by the bidder at any stage (before or after the award the work). If at any stage, any information /documents submitted by the Bidder is found to be incorrect/false or have some discrepancy which disqualifies the bidder then Authority shall take the following action:**
- i) **Forfeit the entire amount of EMD submitted by the bidder.**
 - ii) **The bidder shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual /legal action.**

14. Amendment of RFP

At any time prior to the deadline for submission of bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the bid document by the issuance of Addendum/ Amendment/ Corrigendum uploaded on GeM portal only and will be binding on all the bidders.

In order to afford the bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the BDD.

15. Consortium /JV companies shall not be permitted to participate. Not more than one Bid shall be submitted by a bidder or by a firm of bidders. No two or more concerns in which an individual has interest as Director, Proprietor and/or partner shall bid for the execution of the same work. If they do so, all such Bids shall be liable to be rejected. A bidder submitting bid on the technical and/or financial capability of another agency (except subsidiary) is also not allowed to participate in the bid.
16. If an Indian company claims the experience in specific field on the basis of experience of his foreign principals, the company can participate in bid subject to submitting documentary evidence to prove that Indian company is indeed a subsidiary or branch of a foreign company. They are required to upload balance sheet showing equity holdings or certificate by the company Chartered accountants/auditors showing equity holding patterns between the

Foreign principal company and its Indian subsidiary / branch or a certificate by the Foreign principal company that the Indian company is their wholly owned or partly owned subsidiary (which should be duly notarized) and the Indian subsidiary company may be allowed to participate in the bid. The foreign principal must submit an undertaking to provide all required technical knowhow to Indian company for successful completion of the work as per **Appendix V**.

17. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.
18. Concessions to Indian Micro & Small Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and Handloom etc., to be given as per the provisions of Public Procurement Policy for MSEs order 2012 with up to date amendments.
19. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any work/Project, and the bar subsists as on the last date of the submission of bid documents, will not be eligible to participate in the bid either by itself or through its Associate or in any form, style and manner.

GENERAL CONDITIONS OF CONTRACT (the “GCC”)

1. DEFINITIONS

In this document, following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:

- i. The **contract** means the documents forming the bid and acceptance thereof and the formal agreement executed between the Airports Authority of India and the Bidder, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Officer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
 - ii. The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. The work shall also deem to include service as mentioned in the contract.
 - iii. The **site** shall mean the airport / or other places on, into or through which work is to be executed under the contract.
 - iv. **Bid** means the proposal invited by the Authority and submitted by the bidder in response thereof.
 - v. The **Bidder** shall mean the individual, firm or company and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - vi. **Accepting Officer** hereinafter, referred to as such for the purpose of this contract shall be the person in whose power the acceptance of the work falls as per extant DoP.
 - vii. **Officer-in-Charge** means the officer who shall supervise the work.
 - viii. **Authority, AAI, Department shall mean the Airports Authority of India**, which invited bids on behalf of Chairman, Airports Authority of India.
 - ix. **Excepted Risk** are risks due to riots (other than those on account of bidder’s employees), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Airports Authority of India, damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the bidder has no control and accepted as such by the Accepting Authority.
 - x. **Tendered value** means the value of the work as stipulated in the letter of award.
2. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves about conditions affecting accommodation and movement etc. before submitting their bids. The bidders are also advised to obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
3. Submission of a bid by bidder implies that he has read bid documents and has made himself aware of the scope of works to be done and the conditions of area and other

factors bearing on the successful completion of the contract.

4. The rate quoted shall only be considered. Bids which propose any alteration in the works specified in this bid document, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates will be summarily rejected and EMD forfeited.
5. In case two or more bidders submit the same L1 price, the lowest bidder will be selected by ‘Run L1 selection’ feature available on GeM.
6. Notification of Award of contract will be made in writing to the successful bidder by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive Bidder offering **lowest price bid** in conformity with the requirements of the specifications and bid documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any bid or to give any reason for his decision. A **responsive bidder** is one who submits price bid and accepts all terms and conditions of the specifications and bid documents. A Bidder shall submit a responsive bid, failing which his bid will be liable to be rejected.
7. The Accepting Authority reserves to himself the right of accepting the whole or any part of the bid and bidder shall be bound to perform the same at his quoted rates. The officer inviting bids shall have the right of rejecting all or any of the bids and will not be bound to accept the lowest or any other bid.
8. **Refund of EMD**

Refund of EMD to unsuccessful bidders who fail to qualify the eligibility / technical stage shall be initiated on rejection of their bid. For remaining bidders whose financial bids are opened, the refund of EMD of unsuccessful bidders shall be processed after opening of the financial bid. **No interest shall be paid on EMD amount.**
9. On acceptance of Bid, the “earnest money deposit” of the successful bidder will be returned only after performance guarantee is submitted. An amount equal to 05% (five per cent) of the Agreement Value shall be deemed to be the Performance Guarantee that the Selected Bidder is required to submit in the form of Bank Guarantee, which may be encashed and appropriated in case of breach of contract/against liquidated damages. **The performance guarantee should be valid for a period of 6 months after completion of work.** In case the validity of bank guarantee is required to be extended due to extension in completion date of work but the same is not extended within the validity period then the same shall be encashed without information to the bidder.
10. It is to be noted that along with physical BG, online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform is activated. The bidder has to ensure the same as per the details provided in this document.
11. The performance guarantee is to be submitted within 30 days from the date of letter of award (LOA) failing which no payment shall be released to the successful/selected bidder.

In case, selected bidder fails to submit the same within this period, **simple interest @10% per annum of the performance guarantee value** shall be levied for the delayed period counted from date of LOA which will be non-refundable, non-adjustable.

12. Canvassing in connection with bids is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be rejected.
13. The bid for the work shall remain open for acceptance for a period of **Ninety days** from the date of opening of the Bid. If any bidder withdraws his bid before the said period or makes any modifications in the terms and conditions of the bid which are not acceptable to the Authority, then Authority shall without prejudice to any other right or remedy, be at liberty **to forfeit the full amount of said Earnest Money**.
14. On acceptance of the Bid, the name of the accredited representative(s) of the bidder shall be intimated who would be responsible for taking instructions from representative of AAI.
15. The offer of the bidder should be inclusive of all taxes & levies **including GST**.
16. **Benefits to Micro & Small Enterprises (MSEs)**
 - i. **Exemption from paying Earnest Money Deposit.**

Micro and Small Enterprises (MSEs) registered with District Industries centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises as per MSMED Act, 2006, for goods produced and services rendered, shall be exempted from paying Earnest Money Deposit (EMD).

ii. **Price Preference:**

Since the work is indivisible, therefore, participating MSE quoting price within the price band of L1+15 percent, shall be awarded complete work by bringing down prices to L1 price, in a situation where L1 price is from someone other than a Micro and Small Enterprise, considering spirit of policy for enhancing the Govt. procurement from MSE.

Note:

The benefits as above shall be available only to those MSEs that are registered for such works/services as intended in this bid document.

MSEs seeking exemption and benefits should upload copy of valid Registration (UDYAM) Certificate, giving details of services failing which their bid may be rejected.

17. The Bidder, by submitting its bid, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the bid of the bidder shall be rejected and the EMD shall be forfeited and appropriated by the Authority as compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the bid including the consideration and evaluation of the bid under the following conditions:

- (i) If the Bidder withdraws its Bid during the period of its validity as specified in this Bid document and as extended by the Bidder from time to time;
 - (ii) If the Bidder has put conditions in its Bid i.e. the Bid is conditional.
 - (iii) If the Bidder imposes any condition after the Bid due date affecting the original bid.
 - (iv) If at any stage, it is found that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information.
 - (v) If the selected Bidder fails to accept the Letter of Award (LOA) in writing within the time specified in this document or any extension thereof granted by the Authority;
 - (vi) If the selected Bidder fails to furnish the required Performance Guarantee within the time specified in this document or any extension thereof granted by the Authority;
18. In addition to above, except in case of para (i), (ii) and (iii) above, the Bidder shall be liable for debarment from bidding in Authority, apart from any other appropriate contractual /legal action as deemed fit by the authority.
 19. The bidder is bound by the Officials Secret Act, 1923 for maintaining secrecy of the bid documents or other records connected with the work given to him or gained during the work.
 20. The submission of bid will be construed as signed bid.
 21. The bidder shall be responsible for all the costs associated with the preparation of their bid and their participation in the Selection Process including visits to the Authority, Survey site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
 22. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
 23. Headings and Marginal notes in this bid document shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
 24. **Works to be carried out**
The work to be carried out under the Contract shall, except as otherwise provided in these conditions, includes all labour, materials, tools, plants, equipment and accommodation & transport etc. which may be required in preparation of and in the full and entire execution and completion of the works. The description given in the Bill/ Schedule of Quantities shall, unless otherwise stated, include everything necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
 25. **Sufficiency of Bid**

The Bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the work and of the rates and prices quoted in the Bill/Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

26. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the bidder.
27. Any error in description, quantity or rate in Bill/Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Bidder from the execution of the whole or any part of the works comprised therein according to specifications or from any of his obligations under the contract.
28. Letter of Award (LOA) and Notice Inviting e-bid, including drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto shall form part of agreement.
29. The agreement will be generated by GeM consisting of all the bid documents.
30. **No payment for the work done will be made unless the agreement is generated on GeM.**
31. Use of AAI, Authority’s name and logo by the bidder in any manner & style, on letterhead, visiting cards or in any manner is not permitted.
32. Sub-contract either in part or in full of the work at any stage of the survey is not permitted.
33. **Conflict of Interest**
A bidder shall not have a conflict of interest that may affect the Selection Process or the work (the “**Conflict of Interest**”). Any bidder found to have a Conflict of Interest shall be disqualified. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
34. **Acceptance of abnormally low quoted bid**
An Abnormally Low Quoted Bid (ALQB) is one where the price quoted by the lowest bidder is lower than the estimated cost by more than 25%. Processing of such bid shall be as follows:
 - 34.1 All such items which are more than 25% below the estimated rate shall be termed as abnormally low quote items (ALQI) and these items shall be identified by the bid processing officer / bid manager.
 - 34.2 The processing officer / bid manager shall seek clarification from the lowest bidder in respect of ALQ items. The lowest bidder has to submit justification of the price through a

separate letter for all such ALQ items wherever applicable.

TERMS OF REFERENCE (TOR)

1. The broad requirements of 'Customer Satisfaction Survey' are indicated below: -
 - (i) The Customer Satisfaction Survey has to be carried out at 64 airports and 2 cargo terminals; the tentative list is attached as Attachment-I indicating the sample size for each round.
 - (ii) The survey is to be conducted using digital technology employing an App **to be developed by the successful bidder** on tablets of minimum 10-inch screen size to be procured by the bidder. The surveyors must carry sufficient number of tabs for conducting the survey and also keep at least one tab spare for exigencies. Use of mobile phones in place of tablets for conducting the survey is strictly prohibited and may invite a **penalty of Rs. 5000/- per airport per round**. However, the bidder will be required to switch to the App developed by AAI as and whenever directed to do so.
 - (iii) The App should be intuitive and should have attractive and interactive user interface. App should be robust and employ secure technology for building the application. Further, the App should automatically and precisely geo-tag the survey conducted along with date and time details with a feature that prevent change in these details later. Based on location the name and code of the airport should also be captured automatically by the App. Furthermore, the App should be capable of operating without internet connection, if required.
 - (iv) The Authority must be apprised about the various features available in the App. A test run of the app is to be conducted and data is to be verified prior to use at airports. Approval should be obtained from Authority before deploying the app in the field. No change in app should be done without the explicit approval of the Authority.
 - (v) The bidder must use only Indian Territory Cloud services for storage of collected data pertaining to the survey. Unrestricted access to data on the cloud should be provided to the Authority to view and download the data once it is saved on the cloud. The data pertaining to any survey conducted should be available on the cloud on real time basis. The data shall remain the exclusive property of the authority and should be protected as per the extant data laws prevailing in the country.
 - (vi) Raw data for each round shall be provided to the Authority after completion of each round of survey. The data is to be kept in the cloud for a period of additional 6 months after expiry of the contract.
 - (vii) The targeted group to carry out the survey shall be International & Domestic departing passengers only. In case of non-availability of international flights, the sample to be collected from international passengers may be collected from domestic passengers.
 - (viii) The survey at the airport shall be conducted as per the sample questionnaire provided by AAI. The survey at the airports shall cover all the facilities and services at the airports viz. Access, Check-in, Passport/Personal ID Control, Security, finding your way, Airport
-

Facilities, and Airport Environment etc. as detailed in the questionnaire attached as **Appendix-VI**.

- (ix) The survey at import and export cargo is also to be carried out as detailed in the questionnaire attached as **Appendix-VII**.
- (x) The training data should not be mixed in any case with the actual survey data.
2. Any airport(s) can be added or deleted at the discretion of the AAI for any round. The payment will be added or subtracted in proportion to the sample size of such airport(s) in the respective survey round.
 3. Minimum two surveyors should be deployed for execution of survey at airports where sample size is 200 or more while one surveyor should be deployed for execution of survey at airports where sample size is less than 200. The consultant must impart training of not less than 24 hours on the rules for conducting the survey including salient features of the app. A certificate in this regard must be furnished. The surveyors should have working knowledge of English and local language and are experienced to handle the survey efficiently and effectively. **In case the surveyor deputed at an airport does not know either English or the local language as above, a penalty of Rs. 2000/- per surveyor per day per airport shall be recovered from the payment due to the bidder. In case of non-deployment of required number of surveyors, a sum of Rs. 3000/- per surveyor per day per airport shall be recovered from the payment due to the bidder.**
 4. The bidder as directed by the Authority shall have to collect additional samples at airports; **the payment in such a case shall be made as per the rate per sample according to the quote by bidder.**
 5. Stratified sampling techniques are to be followed to collect the sample size for one-week time covering all days of the week. **The total sample is to be distributed and collected evenly in such a manner that variation in samples collected per day is limited to $\pm 20\%$. For example, if 350 sample is to be collected at an airport i.e. 50 sample per day, the agency is allowed to collect in between 40 to 60 sample.** The survey will be conducted in four rounds for a minimum period of one week (7 days) covering all days of the week round the clock during the flight times at each of the 64 airports (covering International and Domestic departing passengers) for each round with a sample size as mentioned in Attachment-I covering all the flights. Similarly, the survey is to be conducted at import and export cargo complexes at Chennai and Kolkata. **In case any day of the week is not covered, despite availability of flights on that day, a penalty of Rs.5000/- per day shall be recovered from the payment due to the bidder.**
 6. Since the flight schedules at the airports are subject to change, before the commencement of each round of survey, it shall be the responsibility of the bidder to get the flight schedules of each of the airport from the concerned airports and map the schedules so as to ensure that all the scheduled flights at the airport are covered under the prescribed sample size.

7. **TIME FOR COMPLETION OF THE PROJECT**

Customer Satisfaction Survey is a bi-annual survey carried out in two rounds i.e. from January to June and July to December. The first round of survey should be started immediately upon approval of app. The survey is to be spread over 5¹/₂ months (depending upon the circumstances). The draft report should be submitted within 08 days of completion of that particular round and the final results should be submitted within 07 days after approval of the Authority. For subsequent rounds, the survey should ideally commence with the next round.

The whole process of conducting the survey and submission of final result in DIGITAL FORMAT for each round will be completed as detailed above.

8. The bidder will NOT be allowed to commence subsequent round unless result for the previous round is submitted. The payment for each round will be released only after receipt of final result.
 9. The contract will be generated on GeM.
 10. The bidder shall get the questionnaire translated in various local languages if required in respect of each airport at no extra cost to Authority.
 11. Authority will have the power to review or add questions in the questionnaires based on the feedback in case of each round with no extra financial liability on part of Authority. It should be possible to customize the app and add new questions at any time as per the requirement.
 12. The feedback is to be obtained from passengers only after they have experienced most of the facilities at the airport. In this case the responses from the departing passengers should be collected in the security hold area.
 13. **The Customer Satisfaction Survey is anonymous survey and surveyors are not allowed to take the details of the passenger. The surveyors to ensure that survey is self-completed by bona-fide passenger.** They may assist the passenger, in case the passenger is not able to understand any question.
 14. Bidder will make available to the Authority the survey programme well in advance. The bidder should confirm that airport is operational from the respective Airport Directors and make the survey plan accordingly. Before commencement of survey, the bidder must reconfirm that the airport is operational in writing from the respective airport(s) and ensure that the name(s) of surveyors along with survey date is communicated to the respective Airport Directors and AAI representative, CHQ.
 15. Even after due diligence **(which must be in writing)** as per above clause, if the bidder fails to collect the desired sample in case of cancellation of flight on any day, he may collect the sample on subsequent day when flight is available. However, if despite his best efforts, the bidder is unable to collect full sample size as mentioned in Attachment-I due to reasons not attributable to him such as cancellation of flights during survey or due to any other reason, **no deduction from the payment due to the bidder**
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shall be made subject to the same being clearly certified by the Airport Director or his representative.

16. The draft report viz. Customer Satisfaction Index in respect of each airport on five-point scale i.e. 1 to 5 and Overall Customer Satisfaction Index for all the airports should be provided by the bidder within 08 days after completion of each round of the survey. In case of any delay beyond the control of the bidder, bidder has to apply in writing for the extension of time and it will be sole discretion of the Authority to consider the request.
17. In case the bidder fails to submit the final results of each round within time specified in Clause 7 of TOR, the bidder shall be liable to pay penalty @0.2% per day of the delay on the total value of the amount for that particular round subject to a maximum cumulative penalty of 10% of the total value of the contract amount.
18. If the final result for any round of survey is delayed by more than 60 days beyond the stipulated time as in Clause 7, Authority reserves the right to terminate the contract, in which case payment will be made after deduction of penalty as stipulated in Clause 17. In such an event, the Authority also reserves the right to debar the bidder from participation in future tenders.
19. Besides preparing the result, further analysis such as demographic profile, five most frequently low scoring airport facilities/parameters across all surveyed airports and airport-wise five lowest rated facilities/parameters etc. along with the scores will also be prepared by the bidder. The bidder may be required to prepare a Power Point presentation on the findings of the survey.
20. Bidder will not use the survey results for any other purpose and also will not provide this data to any other bidder or organization. In case such a breach is found to have been committed then Authority shall take appropriate action as deemed fit including imposing penalty.
21. **In case of surprise inspection of the CS survey fieldwork by Authority team, it is found that the surveyors have not reported at the airport as per the schedule submitted by the Bidder, then the expense made by the Authority towards cost of travel and hotel accommodation of the Authority's officials shall be recovered from the bills payable to the Bidder.**
22. It will be binding on Bidder to maintain the level of quality to the satisfaction of Authority.
23. If the performance is not found satisfactory in terms of execution of the survey (coverage of flights and sample size, quality of surveyors & supervisors etc.), data analysis and reports then Authority may impose penalty to a maximum extent of the 10% of the total value of the contract. If the performance is still not improved to the satisfaction of the Authority, Authority may terminate the contract by giving two weeks' notice and payment will be

made in proportion to the work completed. **The authority may also take any other action as deemed fit in such a case including debarring the bidder from participation in future tenders of Authority.**

24. A certificate from respective airports signed by Airport Director or his Authorized Representative certifying satisfactory work done duly specifying the survey dates is to be submitted with the invoice failing which the payment shall not be processed.

LIST OF AIRPORTS AND SAMPLE SIZE

SNO	AIRPORT	SAMPLE PER ROUND		
		DOMESTIC	INTERNATIONAL	TOTAL
1	AGARTALA	350		350
2	AGATTI	150		150
3	AGRA	350		350
4	AURANGABAD	350		350
5	AYODHYA	350		350
6	BAGDOGRA	340	10	350
7	BARAPANI (SHILLONG)	350		350
8	BAREILLY	350		350
9	BELGAUM	350		350
10	BHAVNAGAR	200		200
11	BHOPAL	350		350
12	BHUJ	200		200
13	BHUNTAR	70		70
14	CUDDAPAH	200		200
15	DARBHANGA	350		350
16	DEHRADUN	350		350
17	DEOGHAR	350		350
18	DIBRUGARH	350		350
19	DIMAPUR	350		350
20	DIU	200		200
21	GAGGAL(KANGRA)	350		350
22	GAYA	325	25	350
23	GORAKHPUR	350		350
24	GWALIOR	350		350
25	HOLONGI	350		350
26	HUBLI	350		350
27	IMPHAL	350		350
28	JABALPUR	350		350
29	JAISALMER	350		350
30	JAMMU	350		350
31	JAMNAGAR	350		350
32	JHARSUGUDA	350		350
33	JODHPUR	350		350
34	JORHAT	350		350
35	KALABURGI	200		200
36	KANDLA	200		200
37	KANPUR(Chakeri)	350		350
38	KESHOD (JUNAGARH)	70		70

SNO	AIRPORT	SAMPLE PER ROUND		
		DOMESTIC	INTERNATIONAL	TOTAL
39	KHAJURAHO	200		200
40	KISHANGARH	150		150
41	KOLHAPUR	350		350
42	LAKHIMPUR (LILABARI)	150		150
43	LEH	350		350
44	MADURAI	250	100	350
45	MYSORE	350		350
46	PANTNAGAR	300		300
47	PONDICHERRY	200		200
48	PORTBLAIR	350		350
49	PRAYAGRAJ	350		350
50	RAJAHMUNDRY	350		350
51	RAJKOT	350		350
52	RANCHI	350		350
53	RUPASI	100		100
54	SALEM	200		200
55	SHIMLA	80		80
56	SILCHAR	350		350
57	SURAT	300	50	350
58	TEZPUR	100		100
59	TIRUPATI	350		350
60	TUTICORIN	350		350
61	UDAIPUR	350		350
62	VADODARA	350		350
63	VIJAYAWADA	275	75	350
64	VISHAKHAPATNAM	320	30	350
65	CHENNAI CARGO TERMINAL	700	-	700*
66	KOLKATA CARGO TERMINAL	700	-	700*
	TOTAL SAMPLE SIZE	20180	290	20470

*-350 sample each for Import & Export Cargo

AGREEMENT

FOR

**CUSTOMER SATISFACTION SURVEY AT AAI AIRPORTS AND CARGO
TERMINALS FOR A PERIOD OF 02 YEARS (2025 - 2026).**

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AGREEMENT

CUSTOMER SATISFACTION SURVEY AT AAI AIRPORTS AND CARGO TERMINALS FOR A PERIOD OF 02 YEARS (2025 - 2026).

This agreement (hereinafter called the “Agreement”) is made on the..... day of the month of 20...., between, on the one hand, the Chairman Airports Authority of India acting through (hereinafter called the “Authority” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “Consultant” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority published this bid document for appointment of Consultant for conducting Customer Satisfaction Survey at AAI airports and Cargo terminals for a period of 2 years (2025 - 2026) (hereinafter called the “Work”);
- (B) the Consultant submitted its bid for the aforesaid work, whereby the Consultant represented to the Authority that it has the required professional skills, and in the said bid, the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the Bid document and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid bid of the Consultant, awarded the Work to the Consultant vide its Letter of Award dated (the “LOA”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “Agreement” means this Agreement, together with all the Annexes;
- (b) “Agreement Value” shall have the meaning set forth in Clause 6.1.1;
- (c) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “Confidential Information” shall have the meaning set forth in Clause 3.3;
- (e) “Conflict of Interest” shall have the meaning set forth in Clause 3.2 read with the provisions of Bid document;
- (f) “Consultant” the successful bidder to whom the work is awarded

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- (g) “Dispute” shall have the meaning set forth in Clause 9.2;
 - (h) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
 - (i) “Government” means the Government of India.
 - (j) “INR, Re. or Rs.” means Indian Rupees;
 - (k) “Party” means the Authority or the Consultant, as the case may be, and Parties means both of them;
 - (l) “Personnel” means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
 - (m) “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto; and
 - (n) “Third Party” means any person or entity other than the Government, the Authority, the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the Bid document.

1.1.2 The following documents along with all corrigenda/ addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another is as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) Bid Document;
- (d) Replies to queries asked by the bidders
- (e) Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the

Agreement; and

- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English/Hindi language.

1.6 Table of contents and headings

The tables of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing through email/letter to the address given and marked for attention of the Consultant's/Authority's Representative set out below in Clause 1.9 or to such other person(s) as the Consultant/Authority may from time to time designate.

1.8 Location

The Services shall be performed at the airports of the Authority in accordance with the provisions of Bid and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authorized Representatives

- 1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.9.
- 1.9.2 The Authority may, from time to time, designate one of its officials as the Authority Representative and same will be intimated.
- 1.9.3 The Consultant may designate one of its employees as Consultant's Representative and intimate the same to AAI.

1.10 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties,

fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall be deemed to have come into force and effect on the date of issue of Letter of award (the “Effective Date”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 15 (fifteen) days of Letter of Award (LOA) or as specified in the Letter of Award, unless otherwise agreed by the Parties. The consultant is required to communicate in writing the commencement of the Services to the Authority.

2.3 Termination of Agreement for failure to Commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination. However, in such an event EMD submitted by the Consultant shall be forfeited and the Consultant shall be liable for debarment from bidding in Authority, apart from any other appropriate contractual /legal action as deemed fit by the Authority.

2.4 Expiry of Agreement

The period of work will be two years from Effective Date or completion of all services specified in the Terms of Reference, whichever is later.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the bid shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of bid and other documents mentioned in clause 1.1.2 shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of

the scope of the Services, may only be made by written agreement between the Parties.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure, if possible, to be made good within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

The Authority may, by giving minimum 15 days written notice of termination to the Consultant, after the occurrence of any of the events specified in this Clause 2.9, terminate this Agreement if:

- (i) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (ii) the work is abandoned by the consultant;
- (iii) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (iv) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (v) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (vi) any document, information, data or statement submitted by the Consultant regarding his qualification, experience or other particulars, in its Bid, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (vii) as the result of Force Majeure, the Consultant is unable to perform a material portion of

the Services for a period of not less than 60 (sixty) days; or

- (viii) The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.1 and 2.9.2 Deleted

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; and (iii) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4 Cessation of Services

Upon termination of this Agreement pursuant to Clauses 2.9 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.7 or 3.8 hereof.

2.9.5 Payment upon Termination.

Upon termination of this Agreement pursuant to Clauses 2.9 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (a) fee pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (b) except in the case of termination pursuant to Sub-clauses (i) through (vi) of Clause 2.9 hereof, the cost due, if any, as per the Agreement.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

2.9.7 Severability

If any part, term or provision of this Agreement is held illegal or unenforceable or in conflict with applicable laws, the remaining portions or provisions of this Agreement shall not be affected thereby and shall remain in force unless these suppressions would deprive this entire Agreement of its substance, in which case it may be terminated.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the “TOR”) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Prohibition of conflicting activities

Neither the Consultant nor his Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the Bid document as Conflict of Interest.

3.2.3 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Personnel and agents, similarly shall not receive any such additional remuneration.

- 3.2.4 The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Guarantee, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.
- 3.2.5 Without prejudice to the rights of the Authority under Clause 3.2.4 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any bid or Bid document for a period as deemed fit from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.6 For the purposes of Clauses 3.2.4 and 3.2.5, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project/Work or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser to the Authority in relation to any matter concerning the Project/Work;
 - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

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- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Personnel shall not, either during the term or after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or consultants of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project/Work, the Services or this Agreement (**“Confidential Information”**), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant or its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Personnel or becomes a part of the public knowledge from a source other than the Consultant, its Personnel;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such **“Confidential Information”** confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in

Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.1 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

3.4.4 The limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Reporting obligations

3.5.1 The Consultant shall submit to the Authority, the reports and documents, if any specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.6 Documents prepared by the Consultant to be property of the Authority

3.6.1 All reports and other documents (collectively referred to as "Documents") prepared by the Consultant (or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.6.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Documents. The Consultant or a Third Party shall not use these Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.6.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.7 Materials furnished by the Authority

Materials made available to the Consultant by the Authority shall be the property of the Authority respectively and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.8 Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

4 CONSULTANT'S PERSONNEL & SUBLETTING

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Subletting

Subletting in full or part of the work by the consultant is not permissible for this work. Consultant is fully responsible for interaction with the Authority in all stages of work during the subsistence of agreement and providing all the services mentioned in the bid.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure to:

- (a) provide the Consultant, its Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Authority all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Change in Applicable Law

All taxes and duties, as may be applicable from time to time, on the payment to the Consultant, shall be borne by the Consultant. However, in case of any increase or decrease in GST on the services, after the last date for the receipt of bid including extensions if any and the consultant thereupon necessarily and properly pays such taxes / levies, the consultant shall be reimbursed or recovered the amount so changed, provided such payments, if any, is not, in the opinion of the Officer-in-Charge (whose decision shall be final and binding on the consultant) attributable to delay in execution of work within the

control of the consultant.

5.3 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in this Clause 6 of the Agreement. Except as may be otherwise agreed under Clause 2.6 and/or Clause 2 and 4 of TOR, the payments under this Agreement shall not exceed the agreement value specified herein (**the “Agreement Value”**). The Parties agree that the Agreement Value is as quoted by the successful bidder and accepted by the Competent Authority.

6.1.2 Terms of Payment

The amount equivalent to sample admissible multiplied by the rate per sample shall become payable on completion of each round after making necessary adjustments if any on submission of all the deliverables/ final report and duly accepted by Authority. The payment shall only be released after the consultant has submitted certificates from Airport Director or his representative certifying successful completion of the survey for that round.

6.2 Currency of payment

All payments shall be made in Indian Rupees.

6.3 Mode of billing and payment

- (a) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “Due Date”).
- (b) The final payment shall be made only after the final Deliverable shall have been submitted by the Consultant and accepted by the Authority.
- (c) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report, in accordance with Clause 6.3 (c).
- (d) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Guarantee

- 7.1.1 For the purposes of this Agreement, performance guarantee shall be deemed to be an amount equal to 05% (five per cent) of the Agreement Value (**the “Performance Guarantee”**); required to be provided in the form of a bank guarantee. The consultant shall get the validity of Performance Guarantee extended from time to time as and when required to cover enlarged time for completion of work. The performance guarantee should be valid for a period of 6 months after completion of Work. The performance guarantee shall be returned to the consultant, without any interest.
- 7.1.2 The parties hereto expressly agree that in addition to the bank guarantee, in the event of any default requiring the appropriation of further amounts comprising the Performance Guarantee, the Authority may make deductions from any payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Guarantee in accordance with the provisions of this Agreement.
- 7.1.3 The Consultant shall furnish a Bank Guarantee substantially in the form specified at Annex-2 of this Agreement. The consultant while submitting the documents to BG issuing bank will also submit letter to the issuing bank as per the format mentioned in the Annex-3.
- 7.1.4 Authority has made arrangement for Verification of Bank Guarantees submitted by Consultant through Structured Financial Messaging System (SFMS) of ICICI bank. For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI.

The consultant has to notify BG issuing bank to update below details at time of submission of BG issuance/amendment request to their respective banks:

CORPORATE NAME	:	AIRPORTS AUTHORITY OF INDIA
BANK NAME	:	ICICIBANK
IFSC CODE	:	ICIC0000007
BG ADVISING MESSAGE	:	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE	:	AAICORHQ (to be mentioned in field 7037 of the BG advising message code)

In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below field, BG confirmation through online portal would not be updated.

The Consultant is required to submit copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank along with the Original BG document.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for deficiency/error/variation

In case any deficiency or error or variation is detected in the services rendered by the Consultant and such deficiency or error or variation is the result of negligence or lack of

due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Guarantee or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Guarantee

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Guarantee, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2. Also in case the consultant is found to indulge in any of the practices detailed in Clause 3.2 and in case of termination of the agreement pursuant to the clause 2.9 (i) to (vi), the Authority shall forfeit and appropriate the Performance Guarantee as mutually agreed pre-estimated compensation and 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. Further, the Consultant shall be liable for debarment from tendering in the Authority for a period of 2 years, apart from any other contractual /legal action as felt appropriate by the Authority.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Work or on the reputation of the Authority, other penal action including debarment for a specified period may also be initiated as deemed fit by the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the term of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or

causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute Resolution Mechanism – Mediation and Arbitration

Except where otherwise provided in the agreement, all questions and disputes (the “**Dispute**”) relating to the meaning of the specifications, design, drawings, scope, duties and responsibilities of the Consultant, instruction here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the agreement, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- I. **Through Mediation:** All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per AAI mediation policy and applicable laws. All cost of mediation, shall be borne equally by the parties.

In case either party withdraws from the mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through sub para (II) within 30 days from the date of receipt of partial settlement agreement or failure report by writing to the competent authority under DOP as the case may be for appointment of Arbitrator under intimation to the other party.

- II. **Adjudication through Arbitration:** It is also a term of agreement and each party invoking Arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking Arbitration. The bid accepting authority under DoP shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the consultant shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Authority to bid accepting authority under DoP for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator, who shall act as the presiding arbitrator.

In the event of:

- a. A party fails to appoint the second arbitrator, or
- b. The two appointed arbitrators fail to appoint the Presiding Arbitrator, then bid accepting authority under DoP shall appoint the second or Presiding Arbitrator as the case may be.

Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having Sole Arbitrator where tendered amount is Rs. 100.00 Cr or less. Where tendered value is more than Rs. 100.00 Cr., Tribunal shall consist of three arbitrators as above. The requirements of the arbitration and the conciliation act, 1996 (26 of 1996) and any further statutory modifications or reenactment thereof and the rules made thereunder and for the time being in force shall be applicable.

It is a term of this agreement that the party invoking Arbitration shall give a list of disputes with amounts, claimed, if any, in respect of each such disputes along with the notice for appointment of Arbitrator and giving reference to the decision of the mediation.

It is also term of this agreement that member of Arbitration Tribunal shall be a graduate with experience in handling public works, services, agreements at a level not lower than Executive Director/Chief Engineer. This shall be treated as mandatory qualification to be appointed as Arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the Appointing Authority, the Arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each disputes and claim referred to him and in all cases where the total amount of the claims by any party exceed Rs. 1,00,000/-, the Arbitrator shall give reasons for the award.

It is also a term of the agreement that if any fees are payable to the arbitrator, these shall be paid as per the Act. It is also a term of the agreement that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

The place of the arbitration shall be New Delhi.

10. With-holding and lien in respect of sums due from consultant

Whenever any claims for payment of a sum of money arises out of or under the contract or against the consultant, AAI shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts from any sum or sums found payable or which may at any time thereafter become payable to the consultant under the same contract or any other contract with AAI pending finalization of adjudication of any such claim as the case may be and that the consultant shall have no claim for interest or damages

whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the consultant.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by AAI will be kept withheld or retained as such by AAI till the claim arising out of or under the same contract or any other contract is either mutually settled or determined by the arbitrator. (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the consultant will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the consultant.

For the purpose of this clause, where the consultant is a partnership bidder or a limited company, the AAI shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

11. Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision by the Authority or its representative(s), authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit or any organization engaged by the Department of Quality Assurance or the Vigilance Dte. or Audit by CAG or any other agency (the "Audit") and the consultant shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the consultant, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Consultant's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Audit that any work has been executed with unsound, imperfect, inferior or unskillful workmanship, to that contracted or otherwise not in accordance with the contract, the consultant shall, on demand in writing which shall be made during the course of work or within six months of the completion of the work from the Authority specifying the deficiency notwithstanding that the same may have been passed, certified and paid for forthwith rectify or redo the work, if possible, so specified in whole or in part, as the case may require or as the case may be, at his own charge and cost. In the event of the failing to do so within a period specified by the Authority in its demand aforesaid, then the consultant shall be liable to pay compensation as worked out by Authority.

In the event, the deficiency/shortcoming pointed out by the Audit is such that it cannot be rectified or accepted, the penalty if available in the agreement will imposed and if penalty is not available in agreement, the same shall be decided by the Authority which shall be final and binding on the Consultant.

Annex -1

Terms of Reference

(Refer Clause 3.1.2)

(Reproduce TOR of this Bid Document)

Performance Bank Guarantee
(Refer Clause 7.1.3)

To

The Chairman
Airports Authority of India
Rajiv Gandhi Bhawan
Safdarjung Airport
New Delhi.

In consideration of the Chairman, Airports Authority of India (the “Authority”), a statutory authority of the Government of India, is entrusted with the responsibility of creating, upgrading, maintaining and managing the civil aviation infrastructure in the country (hereinafter referred as the Authority”. Which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to

..... having its office at (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs. (Rupees

.....), (hereinafter referred to as the “Agreement”) the assignment for work in respect of the Project/Work, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees

.....) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of 2 year and 6 months from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof on or within six months of the expiry of the Agreement.

Dated, the day of 20

For

(Name of Bank)

(Signature, name and designation of the authorized signatory)

Seal of the Bank:

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

**REQUEST LETTER FOR TRANSMISSION OF BANK GUARANTEE COVER
MESSAGE (to be submitted by the bidder to the BG issuing bank)**

Date:

The Manager,
(Bank),
(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear Sir /Ma'am,

I/We, request you to include unique identifier in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC- ICIC0000007).

Thanking You,

(Vendor/Customer/Concessionaire)

STAGE – ‘I’

**UNDERTAKING TO BE PUT IN STAGE ‘I’ FOR UNCONDITIONAL
ACCEPTANCE OF AAI’S BID CONDITIONS ON BIDDER’S
LETTERHEAD**

GENERAL MANAGER (CP&MS)
DIRECTORATE OF CP&MS,
AIRPORTS AUTHORITY OF INDIA,
CHQ, C BLOCK, ROOM NO.54,
RAJIV GANDHI BHAWAN
NEW DELHI – 110 003.

Date:

**NAME OF WORK: CUSTOMER SATISFACTION SURVEY AT AAI AIRPORTS
AND CARGO TERMINALS FOR A PERIOD OF 02 YEARS
(2025 - 2026).**

Sir,

The bid document for the above work have been sold to me/us by Airports Authority of India and I/We hereby certify that I/We have inspected the site(s) and carefully read and understood the entire terms and conditions of the bid documents, which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein. I/We hereby unconditionally accept(s) the bid conditions of AAI’s bid documents in its entirety for the above work.

I/We have carefully and thoroughly examined the scope of work given in the bid and are fully aware of the nature of the work required to be carried out. My/Our offer to execute the survey work is strictly in accordance with the requirements of the terms and conditions stipulated in Bid.

I/We hereby offer to execute the work on the terms and conditions as mentioned in the bid documents at the price quoted by me/us in Stage “II”.

I/We have already remitted the earnest money of Rs 2,42,000.00 (Rupees Two Lakh Forty Two Thousand only) for the bid of above mentioned work by DD/Reference no. ----- dated ---
--- drawn on ----- (name of bank).

OR

I/We have been exempted from paying EMD as my/our firm is registered as Micro and Small Enterprise (MSE) as per the terms for the bid of above-mentioned work on the GeM tendering portal.

I/We hereby agree to abide by the terms and provisions of the said bid document. It is certified

that I/we have not stipulated any condition(s) in our bid in Stage 'I' & 'II'. In case, any condition(s) are found in the Stage 'I' then Stage 'II' shall not be opened, and the bid will be rejected and EMD forfeited.

It is confirmed that we will deploy the minimum manpower and equipment asked in the bid document on the work and additional manpower and equipment for completion of work in time. If additional manpower & equipment, over and above the minimum quantity is required at site, same will be deployed, without claiming any extra cost on AAI.

I/We are submitting the bid and have fully satisfied ourselves as to the terms and conditions relevant to this contract.

I / We hereby declare that, I / We shall treat the bid documents and other records connected with the work as secret / confidential documents and shall not communicate information / derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

If I/we fail to accept the offer of AAI at my/our quoted price and commence the work specified in the above bid, I/we agree that the Chairman, AAI or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, I /We agree that in case of forfeiture of earnest money as aforesaid, I/We shall be debarred for participation in the bidding process of the work.

I/We further undertake and confirm that information/documents submitted by me/us are genuine and if at any stage, any information / documents submitted by me/us are found to be false, I/we shall be liable for debarment from bidding in AAI, apart from any other appropriate /Legal action.

I/We agree to keep the bid open for **Ninety (90) days** from bid submission end date and not to make any modifications in its terms and conditions.

Thanking you,

Yours faithfully,

(Signature of the Consultant/bidder) With Rubber Stamp

Appendix-II

STAGE-I

UNDERTAKING REGARDING BLACKLISTING/ DEBARMENT
(TO BE FURNISHED ON COMPANY'S LETTER HEAD)

Date:

To
Bid Manager
Dte of CP&MS
Airports Authority of India,
Rajiv Gandhi Bhawan, Safdarjung Airport
New Delhi - 110 003 (India)

Dear Sirs,

Subject: (Name of Work as per Bid Document)

Invitation to Bid No. (Quote Bid ID)

It is to intimate that our bidder/agency has not been blacklisted/debarred from participation in bids by any central government/state government/PSU during the last three years ending bid due date.

In case my/our statement is found incorrect/false, I/we agree that the authority shall forfeit our EMD/Bank Guarantee as the case may be and shall take appropriate action including debarment from participation in future AAI bids for a period as deemed fit.

Yours faithfully,

Signed
Name & Designation
Date
For and on behalf of
(BIDDER's ultimate holding company)

Appendix-III

STAGE-I

Power of Attorney

Know all men by these presents, We, (name of the Bidder and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) 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 Bid for and selection as the Consultant for the Project/Work, proposed to be developed by the (the “Authority”) including but not limited to signing and submission of all applications, bid and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project/Work and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative 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 Authorised Representative 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, 20...

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation 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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour 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 legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

STAGE – I

Qualification Performa

NAME OF WORK: CUSTOMER SATISFACTION SURVEY AT AAI AIRPORTS AND CARGO TERMINALS FOR A PERIOD OF 02 YEARS (2025 - 2026).

Ref. No.	Qualifying criterion / parameter / supportive document	Details	Remarks
1	2	3	4
1	Name of Bidder Address		
2	Scanned copy of EMD	YES/NO	
3	PAN		
4	GST		
5	Scanned copy of Unconditional Acceptance as per Appendix -I	YES/NO	
6	Scanned copy of valid MSME Registration (UDYAM) Certificate, if applicable, as per Clause 20 of GCC	YES/NO	
7	Scanned copy of 'Undertaking' regarding Blacklisting/ Debarment on Company's Letter Head as per Appendix II.	YES/NO	
8	Nature of Firm: Company/ Sole Proprietorship / Partnership / Limited Partnership / Subsidiary of Foreign Company		
i	Relevant document as per NIEB clause 10.1 (vii)/(ix)/(x) attached, if applicable.	YES/NO / NA	
9	Experience details forming the basis of pre-qualification		
i	Minimum one survey	YES/NO	
ii	Minimum two surveys	YES/NO	
iii	Minimum three surveys conducted	YES/NO	
	If yes	Survey 1	Survey 2
a	Experience certificate from non-gov/non-PSU org. (TDS to be Attached if Yes)	YES/NO	Survey 3
		YES /NO	YES/NO

Ref. No.	Qualifying criterion / parameter / supportive document			Details		Remarks
	Contd....	Survey 1		Survey 2		Survey3
b	Survey(s) Period					
c	Value(s) of Survey(s)					
d	Sample size(s) of Survey(s)					
e	Nature of survey					
f	Client Certificate	YES/NO		YES/NO		YES/NO
<p>Note: Client certificate should indicate Survey Period, Value of the Survey, Sample Size and the nature of the survey along with the satisfactory completion of the survey.</p>						
10	Annual Financial Turn Over	Year	Turnover	Average Turnover	Abridged Balance Sheet/ P&L Statement	Profit/ Loss
		2021-22			Yes/ No	
		2022-23			Yes/ No	
		2023-24			Yes/ No	
i	UDIN generated Documents Attached			YES/NO		
11	Whether Bidder is Joint Venture company/ Consortium			YES/NO		
12	Whether the bidder is continuously in loss in last 03 years			YES/NO		
13	If debarred from participation, the bar subsists as on the last date of submission of bid in terms of clause 19 of NIEB.			YES/NO		

If the answer to any of the Q11 to 13 above is YES, then the Bidder will not be eligible to participate in the bid.

Appendix V

STAGE I

FORM OF PARENT COMPANY UNDERTAKING
(To be furnished on letterhead of Bidder's Ultimate Parent Company)

Date:

To
Bid Manager
Airports Authority of India,
O/o General manager (CP&MS)
Rajiv Gandhi Bhawan, Safdarjung Airport
New Delhi - 110 003 (India) Dear Sirs,

Subject: (Name of Work as per Bid Document)

Invitation to Bid No. _(Quote Bid ID)

We refer to the accompanying bid for the subject mentioned Services ('SERVICES') by (Name and address of Indian Subsidiary) ('BIDDER') of which we are the ultimate holding company, and hereby request Airports Authority of India, Corporate Head Quarter, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003 (AAI) to enter into a contract with ---

-(Name of Indian Subsidiary) BIDDER for the same. In the event of our Indian Subsidiary & AAI doing so and in consideration of AAI & our Indian subsidiary entering into such contract ("AGREEMENT"), we do hereby enter into the following unconditional and irrevocable undertaking with AAI that:

1. We guarantee that our Indian Subsidiary BIDDER shall duly perform all its obligations contained in the AGREEMENT.

2. If our Indian Subsidiary BIDDER shall in any respect fail to perform its obligations under AGREEMENT or shall commit any breach thereof, we undertake, on simple demand by AAI, to perform or to take whatever steps may be necessary to achieve performance of said obligations under AGREEMENT and shall indemnify and keep indemnified AAI against any loss, damages, claims, costs and expenses which may be incurred by AAI by reason of any such failure or breach on the part of our Indian Subsidiary BIDDER.

3. Our guarantee and undertaking hereunder shall be unconditional and irrevocable and, without prejudice to the generality of the foregoing, we shall not be released or discharged from our liability hereunder by: -

a) Any waiver of forbearance by AAI of or in respect of any of our Indian Subsidiary BIDDER 's obligations under AGREEMENT whether as to payment, time, performance or otherwise howsoever or by any failure by or by any failure by AAI to enforce AGREEMENT or this instrument, or

- b) Any alteration to, addition to or deletion from AGREEMENT or the scope of the services to be performed under AGREEMENT or
- c) Any change in the shareholding relationship between ourselves and our Indian Subsidiary BIDDER and our guarantee and undertakings hereunder shall continue in force until all our Indian Subsidiary BIDDER's obligations under AGREEMENT and all our obligations hereunder have been duly performed.

4. This document shall be construed and take effect in accordance with the laws of the Republic of India.

Yours faithfully,

Signed
Name & Designation
Date
For and on behalf of
(BIDDER's ultimate holding company)

Appendix VI

AAI –CUSTOMER SATISFACTION SURVEY 20XX

AIRPORT NAME:	AIRPORT CODE:
----------------------	----------------------

Domestic Departure/ International Departure

Dear Passenger

In order to help Airports Authority of India to improve upon facilities/ services at this airport, we request you to take a few minutes to complete this questionnaire and hand it back to the interviewer.

Write in Your Response or Place “√” in Box Where Applicable

1. Airline:

Flight Number		Departure Date		Departure Time	

Letter Numbers DD MM (24 Hours e.g. 19.30)

2. Have you just made a connection/Transfer at This Airport?

YES	NO

3. Which Airport are you flying to on the flight that you are about to board?

4. What is way your MAIN reason for this air trip?

Business	Leisure	Other

5. Which section of the aircraft are you traveling in?

First Class	Business/Upper Class	Economy / Tourist

6. Including this trip, how many return trips by air have you made in last 12 Month?

(A departing and arriving flight counts as one trip)

1-2	3-5	6-10	11-20	21 or More

7. Based on your experience today please rate THIS airport on each service item:

ACCESS	? Did not Notice/use	5	4	3	2	1
		Excellent	Very Good	Good	Fair	Poor
A. Ground transportation to/ from airport						
B. Parking facilities						
C. Value for money of parking facilities						
D. Availability of baggage carts/trolleys						
CHECK-IN (at this airport)	? Did not Notice/use	5	4	3	2	1
		Excellent	Very Good	Good	Fair	Poor
E. Waiting time in check-in Queue/line						
F. Efficiency of check in staff						

G. Courtesy and helpfulness of Check in staff						
PASSPORT/PERSONAL ID CONTROL	? Did not Notice/use	5 Excellent	4 Very Good	3 Good	2 Fair	1 Poor
H. Waiting time at passport/personal ID inspection						
I. Courtesy and helpfulness of inspection staff						
SECURITY	? Did not Notice/use	5 Excellent	4 Very Good	3 Good	2 Fair	1 Poor
J. Courtesy and helpfulness of Security staff						
K. Thoroughness of security Inspection						
L. Waiting time at security inspectio						
M. Feeling of being safe and secure						
FINDING YOUR WAY	? Did not Notice/use	5 Excellent	4 Very Good	3 Good	2 Fair	1 Poor
N. Ease of finding your way through airport						
O. Flight Information screens						
P. Walking distance inside the terminal						
Q. Ease of making connections with other flights						
AIRPORT FACILITIES	? Did not Notice/use	5 Excellent	4 VeryGood	3 Good	2 Fair	1 Poor

R. Courtesy and helpfulness of airport staff (excluding check –in passport control and security)						
S. Restaurant/Eating facilities						
T. Value for money of restaurant/eating facilities						
U. Availability of bank/ ATM Facilities/ Money Changers						
V. Shopping Facilities						
W. Value for money of shopping facilities						
X. Internet access/Wi-Fi						
Y. Business/ Executive lounges						
Z. Availability of washrooms/toilets						
AA. Cleanliness of washrooms/toile						
BB. Comfort of waiting/gate areas						
AIRPORT ENVIRONMENT	? Did not Notice/use	5 Excellent	4 Very Good	3 Good	2 Fair	1 Poor
CC. Cleanliness of airport terminal						
DD. Ambience of the airport						
HYGIENE MEASURES	? Did not Notice/use	5 Excellent	4 Very Good	3 Good	2 Fair	1 Poor
EE. Effectiveness of safety and hygiene measures in place						
FF. Clarity of signage and instructions to inform about safety						

and hygiene measures.						
GG. Ability of staff to apply safety and hygiene measures.						
STRESS EXPERIENCED		1 No Stress	2 Low Stress	3 Medium Stress	4 High Stress	5 Very High Stress
HH. Level of stress experienced						
LEVEL OF CONFIDENCE	? Did not Notice/use	5 Excellent	4 Very Good	3 Good	2 Fair	1 Poor
II. Level of confidence to travel based on safety and hygiene measures						

**8. Which of the item listed in Question 7 are MOST IMPORTANT to you at THIS airport?
(please use the letters in front of the items for your rating)**

1st (e.g P)	2nd (e.g K)	3rd (e.g V)

9. What was your BEST and WORST experience at THIS airport today?

BEST:

WORST:

10.

Arrivals services at this airport (Based on previous experience in last 3 months)	? Did not Notice/use	5 Excellent	4 Very Good	3 Good	2 Fair	1 Poor
A. Passport / Personal ID Inspection						
B. Speed of baggage delivery service						
C. Customs Inspection						

11. If it was NOT a connecting flight what mode of transport did you use to arrive at THIS airport?

Private/company car	Bus/ Shuttle	Taxi/Limo	Rail/Subway	Rental/car	Other

12. How long before the scheduled departure time of your flight did you arrive at the airport?

Less than 30 minutes	30-45 minutes	45-60 minutes	1hr-1hr- 15 minutes	1hr-15 minutes 1hr-30 minutes	1hr 30 minutes - 2hrs.	More than 2 hrs.

13. When you checked in at this airport, did you use a: (more than one answer possible)

Self - service kiosk	Check- in desk	Internet check-in	Phone Check- in	Bag drop – off desk	Other

14. What is your nationality country of citizenship?

15. What is your country of residence? (if different from above)

16. Postal/Zip Code (residence):

--	--	--	--	--	--	--	--

17. Are you.....

Male	Female

18. What is your age group?

16-21	22-25	26-34	35-44	45-54	55-64	65-75	76 &over

20. Were you carrying check –in baggage(s)? if yes, how many pieces _____

Additional Comments

Thank You for completing this questionnaire please hand it back to the interviewer before boarding your flight

Appendix VII

AAICLAS CUSTOMER SATISFACTION SURVEY

CARGO EXPORTERS/ FORWARDING AGENCIES

Sl.No

AIRPORT NAME:	AIRPORT CODE:
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In order to help AAI Cargo Logistics & Allied Service Company Limited, (An Airports Authority of India subsidiary) to improve upon facilities/services at this Cargo Terminal, we request you to take a few minutes to complete this questionnaire and hand it back to the interviewer. Thank you.

I. OPERATIONAL SYSTEM:								
Reasons for dissatisfaction								
1. Delay in service 2. Staff not courteous 3. Lack of co-ordination 4. Lack of Infrastructure 5. Others(specify)								
Availability/Quality of Service		Please put a tick (✓) mark in the column of your choice		Reason for your dissatisfaction (Please encircle the appropriate code)				
A.	ACTIVITIES RELATING TO AAICLAS	Satisfied	Dis-satisfied	Delay in service	Staff no courteous	Lack of co-ordination	Lack of Infra-structure	Others
1.	Availability of AAICLAS website for ONLINE TC and Carting Order			1	2	3	4	5
2.	Regulating entry at the main gate of AAICLAS			1	2	3	4	5
3.	Verification of documents/Cargo for admittance by AAICLAS Staff			1	2	3	4	5
4.	Un-packing / repacking services			1	2	3	4	5
5.	Unification of PDA for both Import & Export			1	2	3	4	5
B. ACTIVITIES RELATING TO REGULATORY AND FACILITATING AGENCIES								
1.	Online Filing of Shipping Bill			1	2	3	4	5
2.	Off-loading of export cargo at the truck dock and shifting it to examination area by the loaders of shippers / agents/ CTO			1	2	3	4	5
3.	Process of Weight verification of Cargo			1	2	3	4	5
4.	Physical Examination and Let Export Order by Customs			1	2	3	4	5
5.	Shifting of examined cargo from examination area to the bonded area by CTO and for X-ray Scanning			1	2	3	4	5
6.	Entry of LEO Issued cargo by AAICLAS/ CTO on behalf of airlines at the bonded area			1	2	3	4	5
7.	Availability of Customs EDI			1	2	3	4	5

II. FACILITIES							
5. Excellent 4. Very good 3. Good 2. Average 1. Poor 9. Service not availed							
A.	CARGO HANDLING EQUIPMENT	Excellent	Very Good	Good	Average	Poor	Service not availed
1.	Availability / serviceability of cargo handling equipment.	5	4	3	2	1	9
2.	Quality of services rendered by AAICLAS/CTO official (Operators)	5	4	3	2	1	9
B.	STANDARD OF SECURITY AND SAFETY OF CARGO: (THEFT & PILFERAGE)						
1	At Parking area	5	4	3	2	1	9
2	At Truck dock area	5	4	3	2	1	9
3	At Examination area	5	4	3	2	1	9
4	Control over shifting of cargo	5	4	3	2	1	9
5	Frisking and checking of individual	5	4	3	2	1	9
C.	AVAILABILITY AND QUALITY OF THE FOLLOWING SERVICES						
1	Signage & direction guide maps / brochures	5	4	3	2	1	9
2	Availability of water cooler	5	4	3	2	1	9
3	Quality of drinking water	5	4	3	2	1	9
4	Canteen facilities/ Vendor	5	4	3	2	1	9
5	Public Waiting Lounge	5	4	3	2	1	9
6	Toilet facility	5	4	3	2	1	9
7	Parking facility	5	4	3	2	1	9
8	Packing / unpacking services	5	4	3	2	1	9
9	X-ray facilities	5	4	3	2	1	9
10	Availability of Bank/ATM	5	4	3	2	1	9
III. PERSONNEL ATTITUDE							
A.	ATTITUDE OF AAICLAS/ CTO / OTHERS STAFF	Excellent	Very Good	Good	Average	Poor	Service not availed
1	At Entry Gate	5	4	3	2	1	9
2	At TC Issuance Counter	5	4	3	2	1	9
3	T C Charges payment at Bank Counter	5	4	3	2	1	9
4	Cargo Admittance Gate	5	4	3	2	1	9
5	Cargo Acceptance at Bonded Gate	5	4	3	2	1	9
6	CTO Officials/Supervisors	5	4	3	2	1	9
7	Equipment Operators	5	4	3	2	1	9
IV. FACILITIES / ATTITUDE OF OTHER AGENCIES							
A.	ATTITUDE OF REGULATORY AND FACILITATING AGENCY STAFF	Excellent	Very Good	Good	Average	Poor	Service not availed
1	Bank officials	5	4	3	2	1	9
2	Airline Officials	5	4	3	2	1	9
3	Customs officials	5	4	3	2	1	9

V. GENERAL OBSERVATIONS		Excellent	Very Good	Good	Average	Poor	Service not availed
1	How do you rate this terminal on an overall basis	5	4	3	2	1	-
2	Extent of OVERALL IMPROVEMENT at this Terminal since your last visit.	5	4	3	2	1	9
3	Please name ONE FACILITY/SERVICE requiring immediate IMPROVEMENT						
VI. CUSTOMER INFORMATION							
Your Operational Status [Pl. put a tick (✓) mark in the right box]							
IATA / CH Agent <input type="checkbox"/>		Passenger with un-accompanied baggage <input type="checkbox"/>		Individual Exporter <input type="checkbox"/>			
Frequency of visit to the Air Cargo Terminal							
Visit for First Time <input type="checkbox"/>		Rarely <input type="checkbox"/>		Once in a month <input type="checkbox"/>			
2-4 times a month <input type="checkbox"/>		5 or more times a month <input type="checkbox"/>					
Investigator's Name:				Date:			

AAICLAS CUSTOMER SATISFACTION SURVEY

CARGO IMPORTERS/ CLEARING AGENCIES

Sl.No

AIRPORT NAME: **AIRPORT CODE:**

In order to help AAI Cargo Logistics & Allied Service Company Limited, (An Airports Authority of India subsidiary) to improve upon facilities/services at this Cargo Terminal, we request you to take a few minutes to complete this questionnaire and hand it back to the interviewer. Thank you.

I. OPERATIONAL SYSTEM:								
Reasons for dissatisfaction: 1. Delay in service 2. Staff not courteous 3. Lack of co-ordination 4. Lack of infrastructure 5. Others (specify)								
Availability/Quality of Service		Please put a tick (√) mark in the column of your choice		Reason for your dissatisfaction (Please encircle the appropriate code)				
A.	Activities relating to AAICLAS / CTO	Satisfied	Dis-satisfied	Delay in service	Staff not courteous	Lack of co-ordination	Lack of infrastructure	Others
1	Issuance of 'Bank Challan cum Location Slip' by AAICLAS COUNTERS (NON-EDI)			1	2	3	4	5
2	Availability of AAICLAS website for issuance of 'Bank Challan cum Location Slip' (EDI)			1	2	3	4	5
3	Promptitude in 'Forwarding' of packages for Custom's examination by CTO			1	2	3	4	5
4	Repacking and retrieval of examined packages from Examination Area- CTO			1	2	3	4	5
5	Issuance of Gate passes			1	2	3	4	5
6	Delivery of Import cargo			1	2	3	4	5
7	Availability and serviceability of cargo handling equipment			1	2	3	4	5
8	Care of cargo			1	2	3	4	5
9	Procedure on clearance of cargo			1	2	3	4	5
B. Activities relating to Regulatory and Facilitating agencies:								
1	Receipt of cargo arrival notice from airlines/consol agents			1	2	3	4	5
2	Collection of delivery order from airlines/consol agents			1	2	3	4	5
3	Acceptance and processing of Bill of Entry / Baggage Declaration form at Custom's Service Counters.			1	2	3	4	5
4	Availability of Customs EDI for Smooth Import Cargo Operation			1	2	3	4	5
5	Assessment of Duty by Customs			1	2	3	4	5

6	Payment of Customs Duty and passed out of charge endorsement by Customs			1	2	3	4	5
II. FACILITIES:								
5. Excellent 4. Very good 3. Good 2. Average 1. Poor 9. Service not available								
Availability/Quality of Service		Please put a tick (✓) mark in the column of your choice						
FACILITIES		Excellent	Very Good	Good	Average	Poor	Service not availed	
A	Online Website for generation of Location Slip cum Bank Challan (LSBC)	5	4	3	2	1	9	
B	Quality of services from AAICLAS / CTO	5	4	3	2	1	9	
C	Serviceability and functioning of cargo handling equipment	5	4	3	2	1	9	
D	Quality of equipment	5	4	3	2	1	9	
E	Standard of Security and safety of cargo (Theft & Pilferage):							
1	Frisking and checking of individual at entry points	5	4	3	2	1	9	
2	Effective Measure to control incident of theft and pilferage of cargo within cargo terminal.	5	4	3	2	1	9	
3	Effective Measure to control menace of touts/urchins	5	4	3	2	1	9	
F	Availability/Quality of following services:							
1	Signage & direction guide maps / brochures	5	4	3	2	1	9	
2	Availability of water cooler	5	4	3	2	1	9	
3	Quality of drinking water	5	4	3	2	1	9	
4	Canteen facilities	5	4	3	2	1	9	
5	Quality of good/reasonableness of cost	5	4	3	2	1	9	
6	Hygiene	5	4	3	2	1	9	
7	Public Waiting Lounge	5	4	3	2	1	9	
8	Writing Tables	5	4	3	2	1	9	
9	Toilet facility	5	4	3	2	1	9	
10	Packing services – CTO	5	4	3	2	1	9	
11	Parking facility for vehicles	5	4	3	2	1	9	
12	Quality of truck and tempo services	5	4	3	2	1	9	
13	Reasonability of truck and tempo charges	5	4	3	2	1	9	
III. PESONNEL ATTITUDE:								
A.	Attitude of AAICLAS staff/CTO	Excellent	Very Good	Good	Average	Poor	Service not availed	
1	At Entry Gate	5	4	3	2	1	9	
2	Public Transaction Counters	5	4	3	2	1	9	
3	Forwarding / examination area	5	4	3	2	1	9	
4	Delivery points	5	4	3	2	1	9	
IV. ATTITUDE OF THE STAFF OF REGULATORY FACILITATING AGENCIES:								
B.	Attitude of the staff of Regulatory Facilitating Agencies	Excellent	Very Good	Good	Average	Poor	Service not availed	
1	Bank staff at Bank Counter	5	4	3	2	1	9	

2	Airlines staff	5	4	3	2	1	9
3.	Customs Officials	5	4	3	2	1	9
V. GENERAL OBSERVATIONS							
		Excellent	Very Good	Good	Average	Poor	Service not availed
1	How do you rate this terminal on an overall basis	5	4	3	2	1	-
2	Extent of OVERALL IMPROVEMENT at this Terminal since your last visit.	5	4	3	2	1	9
3	Please name ONE FACILITY/SERVICE requiring immediate IMPROVEMENT						

VI. CUSTOMER INFORMATION	
Your Operational Status	
IATA / CH Agent <input type="checkbox"/>	Passenger with un-accompanied baggage <input type="checkbox"/> Individual Importer <input type="checkbox"/>
Frequency of visit to the Air Cargo Terminal	
Visit for First Time <input type="checkbox"/>	Rarely <input type="checkbox"/> Once in a month <input type="checkbox"/>
2-4 times a month <input type="checkbox"/>	5 or more times a month <input type="checkbox"/>
Investigator's Name:	Date:

Appendix VIII

SAMPLE BOQ

CUSTOMER SATISFACTION SURVEY AT AAI AIRPORTS AND CARGO TERMINALS FOR A PERIOD OF 02 YEARS (2025 - 2026)							
NAME OF THE FIRM							
PRICE SCHEDULE							
A	B	C	D	E	F	$G=E+(E*F/100)$	$H=G+C$
S NO	ITEM DISCRPTION	QUANTITY	UNITS	RATE PER SAMPLE (INR)	GST(%)	RATE PER SAMPLE INCLUDING GST	TOTAL AMOUNT (INR)
1	CUSTOMER SATISFACTION SURVEY AT AAI AIRPORTS AND CARGO TERMINALS FOR A PERIOD OF 02 YEARS (2025 - 2026) AS SPECIFIED IN BID DOCUMENTS	81880	SAMPLE				