



NOTICE INVITING QUOTATION (NIQ)

(2 Envelopes)

Name of Work : Rate Contract to Conduct of Breath Analyser (BA) Examination for Alcohol at Bagdogra Airport as per Directorate General of Civil Aviation (DGCA) Guidelines On Per Test Basis for the Period of 18 Months.

Estimate Cost : Rs. 105/- Per BA Examination

Time Period : 18 Months

Sale Start Date : 06.04.2026 at 1600 hrs.

Last date of receipt of : 28.04.2026 up to 1200 hrs

Quotations

Date of opening of Envelope-I : 28.04.2026 at 1600 hrs.

Date of opening of Envelope-II : 30.04.2026 at 1600 hrs (Tentative)

To be submitted to : Airport Director
Airports Authority of India (AAI),
Bagdogra Airport, Bagdogra,
Siliguri, Darjeeling - 734421.

Name of Work:- Rate Contract to Conduct of Breath Analyser (BA) Examination for Alcohol at Bagdogra Airport as per Directorate General of Civil Aviation (DGCA) Guidelines On Per Test Basis for the Period of 18 Months

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NOTICE INVITING QUOTATION (NIQ)

1. Sealed Item Rate Quotations are invited by the Airport Director, AAI, Bagdogra Airport, Bagdogra, Siliguri, Darjeeling-734421 on behalf of Chairman, AAI from **AN INDIVIDUAL (Medical Personnel) OR Health Service Provider (HSP) [i.e. Hospital, Nursing Home, etc. for the following work: -**

[Medical Personnel for the purpose of this contract means

- i. Doctor holding MBBS degree
- ii. The following Allied Health and healthcare professionals, as per the National Commission of Allied and healthcare professional Act 2021:
 - a) Emergency Medical Technologist
 - b) Advance Care Paramedics
 - c) Operation Theatre Technologist
 - d) Anaesthesia Assistants and Technologist
- iii. All professional registered under the Nursing Council of India.
- iv. All professionals registered under the Pharmacy Council of India.]

Sl. No.	Name of Work	Estimated Cost	Time Period of Contract
01	Rate Contract to Conduct of Breath Analyser (BA) Examination for Alcohol at Bagdogra Airport as per Directorate General of Civil Aviation (DGCA) Guidelines On Per Test Basis for the Period of 18 Months	Rs. 105 Per BA Examination/-	18 Months

2. Detail document of NIQ may be obtained from AAI Web site <https://www.aai.aero>
3. The duly filled "SEALED NIQ" completed in all respect should reach either by registered post or by person at the O/o "**Airport Director, Airports Authority of India (AAI), Bagdogra Airport, Bagdogra, Siliguri, Darjeeling, WB - 734421.**" so as to reach on or before 1200 hrs of 28.04.2026. **No Postal delay shall be entertained.**
4. The quotations shall be submitted in two different sealed covers.

COVER-A:

- a) First sealed envelope super scribed as "**Technical Bid**" shall contain:
 1. Duly signed copy of NIQ terms & conditions of contract. (Each and every pages to be signed by Individual/HSP)
 2. Duly filled and signed unconditional acceptance letter (Annexure-I)
 3. Duly filled and signed Undertaking Regarding Debarment/Blacklisting (Annexure-II)
 4. Self-Attested Copy of Permanent Account Number (PAN)
 5. Self-Attested Copy of Qualification Certificate as below: -

(a). In Case of an Individual: Self Attested copy of Medical Personnel.

(b). In Case of Health Service Provider (HSP): Particulars of Employed Medical Personnel.

[Medical Personnel:

- a. Doctor holding MBBS degree.
- b. The following Allied Health and healthcare professionals, as per the National Commission of Allied and healthcare professional Act 2021:
 - i. Emergency Medical Technologist
 - ii. Advance Care Paramedics
 - iii. Operation Theatre Technologist
 - iv. Anaesthesia Assistants and Technologist
- c. All professional registered under the Nursing Council of India.
- d. All professionals registered under the Pharmacy Council of India.]

6. Duly filled Check-List

COVER-B:

a) Second sealed envelope superscribed as “**Financial Bid**” shall contain:

1. Duly filled and signed Schedule of Quantity (Financial Bid) with Company Seal (Annexure – F)

Both the separately sealed envelopes (Cover- A & B) shall be put in a **Single Envelope (Master Envelope)** and that envelope shall also be Sealed and super scribed as “**Rate Contract to Conduct of Breath Analyser (BA) Examination for Alcohol at Bagdogra Airport as per Directorate General of Civil Aviation (DGCA) Guidelines On Per Test Basis for the Period of 18 Months**”

5. The Envelope shall be opened in presence of the interested participants or their authorized representatives who wish to be present on the day of opening of NIQ.
6. COVER-B (Financial Bid) will be opened for only those bidders whose COVER-A (Technical Bid) is complete in all respect and possesses necessary qualification.

CRITICAL DATES:

Sl. No.	Activity	Date	Time
1.	Uploading/downloading of NIQ	06.04.2026	1600 Hrs
2.	Last date / Time for submission of NIQ	28.04.2026	1200 Hrs
3.	Date of opening of Envelope-I (Technical Bid)	28.04.2026	1600 Hrs
4.	Date of opening of Envelope-II (Financial Bid)	30.04.2026 (tentative)	1600 Hrs

7. Airports Authority of India (AAI), Bagdogra Airport shall provide necessary infrastructure such as Breath Analyser (BA) Machine, etc. to conduct BA Examination of AAI and its outsourced manpower. HSP will also extend the aforesaid services to

any other agencies working at Bagdogra Airport for conducting BA Test by using AAI Infrastructure in respect of which AAI communication will direct so from time-to-time.

8. AAI reserves the right to accept or reject any or all applications without assigning any reason. AAI also reserves the right to call off the process of tendering at any stage without assigning any reason.

(Airport Director)
AAI Bagdogra Airport
Bagdogra

Definitions

1. The **contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Airports Authority of India and the HSP, together with the documents referred to therein including these conditions, the specifications and instructions issued from time to time by the Airport Director and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
 - i) The expression works or work shall, unless there be something either in the subject or context repugnant to such work, 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.
 - ii) The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The **Health Service Provider (HSP)** shall mean the individual, firm or company whether incorporated or not undertaking the works 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.
 - a) The Authority or Airports Authority of India means the Chairman, Airports Authority of India.
 - b) The Airport Director or his authorized Representative means the Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Chairman, Airports Authority of India as mentioned in Schedule hereunder.
 - c) AAI shall mean the Airports Authority of India.
 - iv) Accepting Authority shall mean the authority mentioned in Schedule.
 - v) Excepted Risk are risks due to riots (other than those on account of HSP'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, lightening and unprecedented floods, and

other causes over which the HSP has no control and accepted as such by the Accepting Authority.

- vi) Market Rate** shall be the rate as decided by the Airport Director on the basis of the Prevailing cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule to cover, all overheads and profits.
- vii) Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers.
- viii) Department** means Airports Authority of India, which invites tender on behalf of Chairman, Airports Authority of India.
- ix) Tendered value** means the value of the entire work as stipulated in the letter of award.
- x) Medical Personnel** means
 - A. Doctor holding MBBS degree.
 - B. The following Allied Health and healthcare professionals, as per the National Commission of Allied and healthcare professional Act 2021:
 - a) Emergency Medical Technologist
 - b) Advance Care Paramedics
 - c) Operation Theatre Technologist
 - d) Anaesthesia Assistants and Technologist
 - C. All professional registered under the Nursing Council of India.
 - D. All professionals registered under the Pharmacy Council of India.

3. Works to be carried out The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantity (Annexure-F) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

4. Sufficiency of Tender The HSP shall be deemed to have satisfied himself before tendering as to the of correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantity (Annexure -F), 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.

5. Discrepancies and adjustment of errors

- i. 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 HSP.
- ii. Any error in description, quantity or rate in Schedule of Quantities or any omission the reform shall not vitiate the Contract or release the HSP 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.

6. Signing of Contract

The successful Tenderer / HSP, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:

- i. The Notice Inviting Quotation (NIQ), all the documents the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- ii. Standard AAI Form as mentioned in Schedule consisting of:
 - a) Various standard clauses with corrections up to the date stipulated in Schedule along with annexure thereto.
 - b) AAI Safety Code.
 - c) Model Rules for the protection of health, sanitary arrangements for workers employed by AAI or its HSP.
 - d) AAI HSP's Labour Regulations.
 - e) List of Acts and omissions for which fines can be imposed.
- iii. **No payment for the work done will be made unless contract in form of agreement is signed by the HSP.**

General Conditions of Contract

- 1 The Health Service Provider (HSP) has to provide Medical Personnel to conduct Breath-Analyser examination at a designated place at Terminal Building daily for service.
- 2 Breath- Analyser examination has to be conducted at regular intervals within one hour of reporting of duty personnel (As per DGCA CAR norms) during operational hours **(Current Operation Hour: 0600-2000 Hrs IST)**. However, Operational Hours may be revised also.
- 3 Medical Personnel to be well behaved and should have proper training on account of services to be provided by them.
- 4 The agency shall submit the bio data/resume of Medical Personnel to the AAI and take approval from AAI before putting them on job. Decision of Airport Director or his authorised representative in this regard shall be final and binding on the agency.
- 5 The work shall be carried out in terminal building and operational area, hence making the security passes and expenditure incurred thereof shall be the borne by the agency. The HSP shall execute the work at his sole cost and expenses and to the entire satisfaction of AAI.
- 6 **As per BCAS AVSEC Circular/Order amended from time to time, the service provider should obtain security clearance/security program, etc. from BCAS for obtaining AEPs for the Doctors/ the Para medical staffs. Airports Authority of India shall not be responsible for any delay in this regard. The service provider with all the relevant documents shall apply to RD-BCAS through Airport Director.**
- 7 The HSP must attend to any complaint received in connection with the services immediately. Any failure shall attract damage. During the contract period no additional charges of any kind for the extra work shall be paid by AAI.
- 8 As the site of work is in the restricted area, the HSP is required to obtain Police Verification Certificates for the deployed staff for issue of entry permits to carry out the work.
- 9 The HSP shall furnish the Authority in writing with the names, age, residence address and specimen signature or thumb impression of all staff whom they will propose to deploy for the service at airport premises.
- 10 The HSP shall comply with all applicable laws, ordinance, Rules & Regulations in respect of this contract and labours and shall pay at his own cost as all charges in connection therewith.

11 In case of any lapse of service or incident of deficiency in service, the same shall lead to immediate termination of the contract.

Apart from above clause, in case it is observed by AAI that the work performance is not as per the required/specified standards, the HSP shall be served with the written notice to call upon to improve his performance within a stipulated period. The HSP shall also be given an opportunity to present his viewpoint about the bad performance pointed out by AAI and thereafter, if the authority is not satisfied, may terminate the contract. The written order passed by the Airport Director in this regard shall be final and binding on the HSP.

12 Deviations / Variations Extent and Pricing

The Airport Director shall have power **(i)** to make alteration in, omissions from, additions to, or substitutions for the original specifications and instructions that may appear to him to be necessary or advisable during the progress of the work, and **(ii)** to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the HSP shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Airport Director and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the HSP may be directed to do in the manner specified above as part of the works, shall be carried out by the HSP on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the HSP, as follows:

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.

13 AAI shall have the right to terminate the contract after serving a notice for a period of 30 days in advance. The HSP can also terminate the contract by serving a similar notice in writing. Such notices shall be serviced by registered post or by hand at the respective address. Notwithstanding the above, the HSP shall continue to provide the services as per mutual agreement till alternative arrangements are made by AAI.

14 The contract shall be in operation for an effective period of Eighteen(18) months from the date mentioned in the award letter of work order and shall be renewed at the option of Airports Authority of India (AAI) for a further period of Six (06) months or as may be decided by AAI on the same terms and conditions as are contained herein including the same fees as are provided herein provided the services are found satisfactory.

- 15** The rate quoted should be inclusive of the labour, transport, insurance, every incidental and contingent cost, handling charges and other levies and expenditure in connection with the work and the same rate is valid for entire contract period.
- 16** The HSP shall submit a monthly bill to Airport Director or his Authorized Representative by the end of month for rendering services.
- 17** AAI reserve the right to reject any single quotation/all quotations without assigning any reason and awarding of the work will be at the sole discretion of the **Airport Director, AAI, Bagdogra Airport, Bagdogra, Siliguri, WB-734421.**
- 18** The HSP shall not be entitled to any revision to the terms and conditions during the period of agreement and shall adhere to the instruction, orders issue by the Airport Director/his Representative from time to time.
- 19 Changes in firm's Constitution to be intimated**
Where the HSP is a partnership firm, the previous approval in writing of the Airport Director shall be obtained before any change is made in the constitution of the firm. Where the HSP is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the HSP enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the HSP. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 20 hereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause 20.
- 20** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Airport Director who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

21 Dispute Resolution

- (i) Dispute Resolution Mechanism and Arbitration

Except where otherwise provided in the contract, all questions and disputes claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract shall be dealt with as mentioned hereinafter.

- (ii) Through Dispute Resolution Committee:

Any dispute as stated above shall be referred in the first place to the Dispute Resolution Committee (DRC) appointed by the Airport Director / Member (Operations) / Chairman, Airports Authority of India.

If a dispute of any kind, whatsoever, arises between the procuring entity and HSP in connection with or arising out of the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the Officer-in-charge, the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee (DRC) appointed by Airport Director / Member (Operations) / Chairman.

DRC, thus constitute may act as 'conciliator' and will be guided by principles of 'conciliation' as included in part III of Arbitration & Conciliation Act 1996, DRC should take into consideration, rights and obligations of parties, usage to trade concerned and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn up and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party.

DRC will give its report within 45 days of its constitution. It is also a term of contract that fees and other expense if payable to DRC shall be paid equally by both the parties i.e. AAI and HSP.

Unless the contract has already been repudiated or terminated, the HSP shall, in every case, continue to proceed with the work with all due diligence. It is also a term of contract that If the HSP does not make any demand for Dispute Resolution Committee in respect of any claim in writing within 90 (Ninety) days of receiving the intimation from the AAI that the bill is ready for payment, the claim of HSP(s) will be deemed to have been waived and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims.

- (iii) Adjudication through Arbitration: - Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Member (Operations) / Chairman, AAI. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is also a term of contract that If the HSP does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One hundred Twenty) days of receiving the decision / award from Dispute

Resolution Committee, the claim of HSP(s) will be deemed to have been waved and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims.

It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee.

It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) and Arbitration and Conciliation (amendment) Ordinance 2015 (9 of 2015) or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and, in all cases, where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract 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 venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

- 22** Foreclosure of contract due to Abandonment or Reduction in Scope of Work, if at any time after acceptance of the tender, AAI shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out, the Airport Director shall give notice in

writing to that effect to the HSP and the HSP shall act accordingly in the matter. The HSP shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The HSP shall be paid at contract rates, full amount for works executed at site.

ACCEPTANCE LETTER

(To be printed on letter head of bidder)

To,
The Airport Director
Airports Authority of India
Bagdogra Airport, Bagdogra,
Siliguri, Darjeeling-734421

Subject: **Unconditional Acceptance of AAI's Tender Conditions**

Name of Work: -

“Rate Contract to Conduct of Breath Analyser (BA) Examination for Alcohol at Bagdogra Airport as per Directorate General of Civil Aviation (DGCA) Guidelines On Per Test Basis for the Period of 18 Months.”

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from AAI web site(s) namely <https://www.aai.aero/> as per your advertisement, given in the abovementioned website(s).
2. I / We hereby certify that I/ we have inspected the site and read the entire terms and conditions of the tender documents, corrigendum(s) and reply to query if any made available to me/ us which shall form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. I / We hereby unconditionally accept the tender conditions of AAI's tender documents in its totality / entirety for above mentioned work.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI'.
5. I / We certify that all information/ documents furnished by our Firm is true & correct and in the event at any stage, the information/ documents is found to be incorrect/ untrue or found violated, then we shall be liable for debarment from tendering in AAI without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit (if applicable) absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

UNDERTAKING REGARDING DEBARMENT/BLACKLISTING

(To be printed on letter head of bidder)

I/We (name and post of authorized signatory) on behalf of
.....(Name of firm) do here by solemnly affirm and declare as follows:

- (i) Our firm is not restrained/ debarred/ blacklisted by AAI / MoCA / DoE (Debarment applicable for all Ministries/Departments) and the debarment is not in force as on last date of submission of proposal.
- (ii) None of Proprietor /Partners/Board Members /Directors of M/s.(Name of firm) has remained Proprietor /Partner /Board Member /Director in any firm which stands debarred/ blacklisted by AAI / MoCA / DoE (Debarment applicable for all Ministries/Departments) and the debarment is not in force as on last date of submission of proposal.
- (iii) Our firm understands that if our firm either debarred before the date of opening of tender or debarred before the date of contract by AAI / MoCA / DoE (Debarment applicable for all Ministries/Departments), our bid is liable to be rejected at that stage.
- (iv) Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment/ blacklisting, termination of the contract etc. as deemed fit.

Date: [Signature and name of the authorized signatory of the firm]

Place:

AGREEMENT FORM

(To be printed on - Stamp Paper of Rs 100/-)

This agreement is made on this (date in figures & words) between Airports Authority of India, a Statutory Corporation incorporated under section 18(2) of the Airports Authority of India Act 1994 having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi-110 003 through its _____(hereinafter referred to as “owner” or AAI which expression shall include its administrators, successors, executors and assign) of the one part and M/s. _____(hereinafter referred to as the “HSP) which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

Whereas, Airports Authority of India is desirous of getting the work of “Rate Contract to Conduct of Breath Analyser (BA) Examination for Alcohol at Bagdogra Airport as per Directorate General of Civil Aviation (DGCA) Guidelines **On Per Test Basis** for the Period of 18 Months.” (herein after called the “Work”) done and had invited tenders for this work as per tender documents sold for this purpose.

And Whereas M/s _____ has participated in the above referred bidding vide their tender opened on _____ (Financial Bid) and “Airports Authority of India” accepted their aforesaid proposal and awarded the work to M/s. _____ as per terms and conditions contained in its acceptance letter number no _____ Dated _____ and the documents referred to therein, which have been accepted by M/s _____ resulting into a “CONTRACT”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

Article 1.0 AWARD OF CONTRACT

Airports Authority of India has awarded the contract to M/s _____ for the work of “Rate Contract to Conduct of Breath Analyser (BA) Examination for Alcohol at Bagdogra Airport as per Directorate General of Civil Aviation (DGCA) Guidelines On Per Test Basis for the Period of 18 Months.” (herein after called the “Work”) on the terms and conditions contained in its acceptance letter number _____ Dated _____ and the documents referred to therein. The award has taken effect from ____ i.e. the date of issue of the aforesaid letter. The terms and expression used in this Agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in the succeeding article.

Article 2.0 CONTRACT DOCUMENTS

The Contract shall be performed strictly as per the terms and condition stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”).

Sl. No.	Table of contents	Page no.
1.	Award letter of AAI	
2	HSP’s Tender Application No.	
3.	Envelope cover-I	
4.	Tender Documents	

5.	Notice Inviting Quotation (NIQ)	
6.	Tender forms	
7.	General Conditions of Contract	
8.	Special Conditions of Contract	
9.	Schedule of quantity	
10.	Envelope cover-II	
11.	All correspondences between AAI & HSP before award of work.	

All the aforesaid Contract Documents shall form an Integral part of this Agreement, in so far as the same or any part thereof conform to the Tender Document and what has been specifically agreed to by the owner in its letter of award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the HSP in its "Proposal" not agreed by the owner in its letter of acceptance or any other letter which forms a part of Contract Document mentioned above shall be deemed to have been withdrawn by the HSP. For the sake of brevity, this Agreement along with its aforesaid Contract Documents shall be referred to as the "Agreement".

Article 3.0 CONDITION & CONVENANTS

The Scope of Contract, considerations, terms of payment, period of completion, defects liability period, price adjustment, taxes wherever applicable, insurance, liquidated damages, performance guarantee and all other terms and condition are contained in the aforesaid Contract Documents. The contract shall be duly performed by the HSP strictly and faithfully in accordance with terms of the Agreement.

This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representatives of both the parties.

Article 4.01 SETTLEMENTS OF DISPUTES

It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by process of settlement and arbitration, as specified in Clause 21 of General Conditions of the Contract and the provision of the India Arbitration Act, 1996 shall apply and Darjeeling/Siliguri Court alone shall have exclusive jurisdiction over the same.

Article 4.02 NOTICE OF DEFAULT

Notice of default given by either party under the agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement due addressed to the signatories at addresses mentioned here in above.

This contract agreement is allotted the Id no. _____

IN WITNESS WHEREOF, the parties through their duly authorized representative have executed these present (execution whereof has approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at Bagdogra, Siliguri.

HSP'S SIGNATURE

OWNER'S SIGNATURE

WITNESS:

1.

2.

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

1.1 Special conditions of Contract shall be read in conjunction with General Conditions of Contract, Technical Specifications and any other documents forming part of this contract wherever the context so requires.

1.2 Notwithstanding the sub-division of the documents into these separate sections and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

2. COMPLETION SCHEDULE

2.1 The works shall be executed strictly as per time schedule mentioned in NIQ. HSP shall have to plan his work and activities so as to complete the work in the stipulated period and accordingly submit the schedule of various activities for the approval of Airport Director.

2.2 No additional payment shall be made to the HSP for other incentive methods contemplated by him in his work Schedule even though the time schedule is approved by the Airport Director or his authorized representative.

3. SCOPE OF WORK

The Health Service Provider (HSP) or an Individual has to comply with CAR Section 5- Air Safety Series F Part IV Issue I, 16th September 2019, Rev-2, 25th July 2024 and as conveyed by the Airport Director or his authorized representative and as per the operation hours (**Current Operation Hour: 0600-2000 Hrs IST**) mentioned in the contract. The inventory of equipment's for conducting BA test shall be handed over to the agency during handing over the site and shall be taken over back after completion of work. Before quoting the bid the bidder should read the damage clauses mentioned in SCC clause no. 11.2 carefully in respect of the non-deployment of manpower, ineffective operation and failure to comply with aforesaid DGCA CAR norms. Before quoting the bid the bidder should read the clause of minimum deployment of labours in each shift as per scope of work mentioned in SCC. The rate quoted by the bidders is inclusive of all charges.

4. Extension period:

4.1 The tender period is extendable up to next 06 months on the same term and conditions on mutually agreed upon.

4.2 Limitation of Liability under the Contract - The contractual financial liabilities of the SUCCESFULL BIDDER under this contract shall be limited to 25% of the contract value, on account of any reason as per the application of relevant contract clauses whatsoever.

5. SCHEDULE OF QUANTITY

The Schedule of Quantity shall be read in conjunction with General Conditions of Contract, Special Conditions of Contract, and any other Document forming a part of this tender. As on date, HSP is require to conduct **BA Examination of 04 (three) nos. of AAI and its outsourced manpower on daily basis**. However, this is only an approximate number and subject to variations from time to time.

6. PAYMENTS

6.1 The bill shall be submitted at monthly intervals or before the date fixed by the Airport Director or his authorized representative for all the works executed since previous bill. The HSP shall submit all the bills on the Performa prescribed by the Airport Director or his authorized representative, in triplicate.

6.2 The payment due to the HSP shall be made within 15 days of the submission of the bill by the HSP. The payment shall be made from the AAI through RTGS directly in the Bank account of HSP.

7. INCOME TAX AND LABOUR CESS

7.1 Income Tax deductions shall be made from all payments made to the HSP as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

7.2 Labour cess as per rules and regulations in force (if applicable) shall be deducted from the bills of the HSP and deposited with designated authorities.

8. **INFRASTRUCTURE** Airports Authority of India (AAI), Bagdogra Airport shall provide necessary infrastructure such as Breath Analyser (BA) Machine, etc. to conduct BA Examination of AAI and its outsourced manpower. HSP will also extend the aforesaid services to any other agencies working at Bagdogra Airport for conducting BA Test by using AAI Infrastructure in respect of which AAI communication will direct so from time-to-time.

9. CONTRACT AGREEMENT

9.1 The contract agreement shall be executed on a non-judicial stamp paper of value Rs.100/- and cost of the stamp paper shall be borne by the HSP.

9.2 HSP's tender including the letters of clarifications between the HSP and the AAI prior to the award of contract shall form a part of the Contract Agreement to the extent they have been accepted by AAI.

10. **DAMAGE TO PERSON AND PROPERTY** Since the entire work would be in Terminal building and operational area, the accuracy and adequacy of the work shall be the criteria. Any sort of negligence makes the agency liable to pay damages as decided by Airport

Director or his authorised representatives. The same shall be final and binding on you. The HSP shall indemnify and keep indemnified AAI against all losses and claims for injuries or damage to any person or any property whatsoever, which may arise out of or in consequence of the construction and maintenance of the works by them and against all claims, demands, and proceedings of or in relation thereof.

11. SITE ORGANISATION

11.1 No staff deployed at site shall be removed from the site without prior approval of the Airport Director or his authorized representative.

11.2 The following Damages as mentioned below are leviable on the HSP for not deploying the Manpower as per plan/ chart: -

Sl. No.	Particular	Damage
01	Absence of Medical Personnel during conduct of BA Examination.	A. On First Occurrence: A Warning Letter to be Issued, B. On Second Occurrence: A Damage of Rs. 500/-, C. On Third Occurrence: A Damage of Rs. 1000/-, D. On Fourth Occurrence or thereafter: Termination of Contract.

Note: "Decision of Airport Director shall be final and binding in this regard"

12. ADMISSION TO SITE:

Necessary entry passes will be obtained from the concerned issuing authorities for working in passenger and non-passenger areas. Applicable fees for obtaining the passes shall be paid by the agency and **the rates quoted are inclusive of such fees**. Nothing extra shall be paid on this account. The tenderer has to make arrangements for police verification and security clearance for his agency and staff.

As per BCAS AVSEC Circular amended from time to time, the service provider should obtain security clearance from BCAS for obtaining AEPs for the Medical Personnel. Airports Authority of India shall not be responsible for any delay in this regard. The service provider with all the relevant documents shall apply to RD-BCAS through Airport Director.

Also, it is the duty of the HSP to ensure that airport passes are treated with utmost sanctity and are not allowed outside the airport premises. HSP must ensure deployment of workforce as per tender conditions. AAI will not be responsible for any external influence the HSP may face during deployment of workforce.

13. BYE-LAWS

13.1 The HSP shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and for giving and receiving of all necessary notices and keeping the Airport Director or his authorized representative, informed of the said compliance with the bye-laws, payments made, notices issued and received.

14. MINIMUM WORKFORCE REQUIRED TO BE DEPLOYED IN VARIOUS SHIFTS: 01 (One) Medical Personnel during operation hours (**Current Operation Hour: 0600-2000 Hrs IST**) is required to be deployed to conduct BA Examination under the scope of this work.

The shift timings will be decided by APD or his authorized representative. However, deployment of manpower may be redefined by AAI.

15. PRICES

15.1 The rates quoted shall be in Indian Rupees only and inclusive of all taxes and duties, whatsoever excluding GST (if applicable), labour cess, Octroi if any, work contract tax, applicable customs duty in case of imported items, labour, tools & plants, packing freight / transportation of items from factory up to the installation site & insurance up to the site, loading, unloading and hoisting arrangement for installation, fee(s) for testing, inspection documents including the fee(s) payable for obtaining statutory license / approval etc. from concerned department.

15.2 No escalation on item is applicable.

16. NUISANCE The HSP shall not at any time do, cause or permit any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the Public generally.

17. POWERS OF AIRPORT DIRECTOR OR HIS AUTHORIZED REPRESENTATIVE The powers of the Airport Director or his authorized representative, are to watch and supervise the Works and to test and examine workmanship employed in connection with the Works.

17.1 The Airport Director or his authorized representative may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Airport Director or his authorized representative and shall furnish to the HSP a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Airport Director or his authorized representative to the HSP within the terms of such delegations shall bind the HSP and AAI as though it had been given by the Airport Director or his Authorized representative.

17.2 Failure of the Representative of the Airport Director or his Authorized representative to disapprove any work shall not prejudice the power of the Airport Director or his Authorized representative thereafter to disapprove such work.

17.3 If the HSP is dissatisfied with any decision of the Authorized representative of the Airport Director, he shall be entitled to refer the matter to the Airport Director who shall thereupon confirm, reverse or vary such decision. All Trained manpower shall be positioned from the date of start of work.

18. If any information furnished by the applicant is found incorrect at any stage not only his tender will be rejected/cancelled but he shall also be liable to be debarred for a period to be decided by the committee duly constituted by the competent authority for tendering/taking up of work in AAI. The department reserves right to verify the particulars furnished by the applicant independently.

Check-List

(to be submitted in COVER-A)

Sl. No.	Particular	Remarks
COVER-A (Technical Bid) (Sl. No. 01 to 06 to be included in COVER-A)		
01	Duly signed copy of NIQ terms & conditions of contract. (Each and every pages to be signed by Individual/HSP)	Attached (Yes/No)
02	Duly filled and signed unconditional acceptance letter (Annexure-I)	Attached (Yes/No)
03	Duly filled and signed Undertaking Regarding Debarment/Blacklisting (Annexure – II)	Attached (Yes/No)
04	Self-Attested Copy of Permanent Account Number (PAN)	Attached (Yes/No)
05	Self-Attested Copy of Qualification Certificate as below: - (a). In Case of an Individual: Self Attested copy of Medical Personnel. (b). In Case of Health Service Provider (HSP): Particulars of Employed Medical Personnel. [Medical Personnel: 1. Doctor holding MBBS degree. 2. The following Allied Health and healthcare professionals, as per the National Commission of Allied and healthcare professional Act 2021: A) Emergency Medical Technologist B) Advance Care Paramedics C) Operation Theatre Technologist D) Anaesthesia Assistants and Technologist 3. All professional registered under the Nursing Council of India. 4. All professionals registered under the Pharmacy Council of India.]	Attached (Yes/No)
06	Duly filled Check-List	Attached (Yes/No)
COVER-B (Financial Bid) (Sl. No. 01 to be included in COVER-B)		
1	Duly filled and signed Schedule of Quantity (Financial Bid) with Company Seal (Annexure – F)	Attached (Yes/No)

NOTE: Both the separately sealed envelopes (Cover- A & B) shall be put in a **Single Envelope (Master Envelope)** and that envelope shall also be Sealed and superscribed as **“Rate Contract to Conduct of Breath Analyser (BA) Examination for Alcohol at Bagdogra Airport as per Directorate General of Civil Aviation (DGCA) Guidelines On Per Test Basis for the Period of 18 Months”**

Schedule of Quantity (SOQ)

Name of Work: Rate Contract to Conduct of Breath Analyser (BA) Examination for Alcohol at Bagdogra Airport as per Directorate General of Civil Aviation (DGCA) Guidelines On Per Test Basis for the Period of 18 Months.

Name of Bidder/Bidding Firm/ Company:

Price Schedule

(This BOQ template must not be modified/replaced by the bidder and the same should be submitted after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the **Name of Bidder/Bidding Firm/ Company** and **Rate per BA Examination** only)

Sl. No.	Details of the Item	Unit	Rate per BA Examination (in Rs.)
01	Rate Per Breath Analyser Examination	BA Examination	

Rate per BA Examination amount in words.....only



GOVERNMENT OF INDIA
OFFICE OF THE DIRECTOR GENERAL OF CIVIL AVIATION
TECHNICAL CENTRE, OPP SAFDURJUNG AIRPORT, NEW DELHI

CIVIL AVIATION REQUIREMENTS
SECTION 5 – AIR SAFETY
SERIES F PART IV
ISSUE I, 16th SEPTEMBER 2019

EFFECTIVE: FORTHWITH

F. No. DGCA.15032 (02)/1/2019-DAS

SUBJECT: Procedure for breath-analyser examination of the personnel engaged in Aircraft maintenance, Air traffic control services, Aerodrome operations, Ground handling services for detecting consumption of Alcohol.

1. INTRODUCTION

1.1 It is a well-known fact that alcohol is a sedative, hypnotic, and addicting drug. It impairs judgment and leads to behavior that can easily contribute to or cause accidents. Even when the blood alcohol levels are zero in the body, there could be some effect of hangover, which is mainly due to congeners. A hangover effect produced by alcoholic beverages after the acute intoxication has worn off, may be just as dangerous as the intoxication itself. Symptoms commonly associated with a hangover are headache, dizziness, dry mouth, stuffy nose, fatigue, upset stomach, irritability, impaired judgment, and increased sensitivity to bright light.

1.2 The majority of adverse effects produced by alcohol relate to the brain, eyes and inner ear, which are three crucial organs of any person associated with safety-related activities.

- Brain effects include impaired reaction time, reasoning, judgment and memory. Alcohol decreases the ability of the brain to make use of oxygen.
- Visual symptoms include eye muscle imbalance, which leads to double vision and difficulty in focusing.
- Inner ear effects include dizziness and decreased hearing perception.
- If such other variables are added as sleep deprivation, fatigue, medication use, the negative effects are significantly magnified.

1.3 Para 1.2.7.1 of ICAO Annex -1 states that “Holders of licences shall not exercise the privileges of their licences and related ratings while under the influence of any psychoactive substance which might render them unable to safely and properly exercise these privileges”.

Federal Aviation Administration, USA and Civil Aviation Authority, UK have developed and published their policy for detection of consumption of psychoactive substance including alcohol by personnel engaged in safety sensitive functions.

1.4 This Civil Aviation Requirement lays down the procedure to be followed for the breath-analyzer examination for consumption of alcohol, of the personnel engaged in safety sensitive functions pertaining to airside operations. It also lays down the provision for enforcement action for violation.

1.5 This CAR is issued under the provisions of Section 5 (A) of Aircraft Act 1934, Rule 21 A and Rule 24 (3) read with Rule 133A of the Aircraft Rules, 1937.

2. DEFINITIONS

Aerodrome Operation Personnel	Personnel manning Apron control, Personnel involved in operational duty on air side, aerobridge operator and Aerodrome Rescue & Fire Fighting Personnel(ARFF)
Air Traffic Controller	Air Traffic Controller” means a person on duty in an air traffic services unit and entrusted with the task of giving instructions, clearance or advice to aircraft by approved means of communication in the interest of safety of aircraft operations
Air Traffic Control Services	A service provided for the purpose of: a) preventing collisions: 1) between aircraft, and 2) on the manoeuvring area between aircraft and obstructions; and b) expediting and maintaining an orderly flow of air traffic.
Breath-analyser Examination	Test conducted on personnel to measure alcohol in his/her exhaled air so as to determine the concentration of alcohol in the blood.
Ground Handling Agency	An entity established for the purpose of providing ground handling service at an airport and security cleared by the Bureau of Civil Aviation Security and duly appointed by the airport operator

Ground Handling Personnel	Vehicle Drivers (including catering and refuelling vehicles), equipment operators, Marshalls
Maintenance	The performance of tasks required to ensure the continuing airworthiness of an aircraft, including any one or combination of overhaul, inspection, replacement, defect rectification, and the embodiment of a modification or repair or test.
Maintenance Personnel	Aircraft Maintenance Engineer or any other technically trained person authorized to carry out maintenance of aircraft.
Medical Personnel	<p>Medical Personnel for the purpose of this CAR means:</p> <ol style="list-style-type: none"> 1. Doctor holding MBBS degree 2. The following 'Allied Health and healthcare professionals' as per the National Commission of Allied and healthcare professions Act 2021: <ol style="list-style-type: none"> a) Emergency Medical Technologist b) Advance Care Paramedics c) Operation Theatre Technologist d) Anaesthesia Assistants and Technologists 3. All professionals registered under the Nursing Council of India 4. All professionals registered under the Pharmacy Council of India
Psychoactive substances	Alcohol, opioids, cannabinoids, sedatives and hypnotics, cocaine, other psychostimulants, hallucinogens, and volatile solvents, whereas coffee and tobacco are excluded
Safety-sensitive employees	<p>Persons who might endanger aviation safety if they perform their duties and functions improperly.</p> <p>This definition includes, but is not limited to, technical air crew, cabin crew, aircraft maintenance personnel, air traffic controllers, and security screeners.</p>

3. APPLICABILITY

Provisions of this Civil Aviation Requirements are applicable to the following:

- 3.1 Organisations engaged in the provision of Air Traffic Control Services, Aerodrome Management, Aircraft Maintenance and Repair, Ground Handling Agency, Aircraft Operation.
- 3.2 Personnel employed in organizations as in para 3.1 whether holding licence/ approval/authorisation or non-licensed personnel i.e.
 - a. Air Traffic Controllers, Flight Despatchers.
 - b. Aircraft Maintenance personnel, Aerodrome operation personnel, Fire and rescue personnel, Vehicle drivers (including catering and refuelling vehicles) ground equipment operators and ground handling personnel.

4. SAFETY REGULATIONS

4.1. The organizations as in para 3.1 shall ensure that at least 25% individuals employed in their respective organizations as engaged in such functions as provided under para 3.2, are randomly subjected to breath-analyzer examination on a daily basis within one hour of reporting for duty. Such employees may also be informed one hour before commencement of duty regarding his/her breath-analyzer test. If such a person report sick after being contacted, and shows inability to join duty, then that person shall produce a medical certificate duly issued by a Registered Medical Practitioner, whenever he/she reports for duty. The medical certificate will be reviewed by organization. Aerodrome Management shall be responsible for the conduct of BA test on the personnel of the ground handling agency and the aerodrome operational personnel.

The Organizations must use a scientifically valid method such as a random-number table or a computer-based random-number generator to select the covered employees for testing. Each covered employee in the pool must have a unique identifier Employee Number, or other comparable identifying number. The employer must ensure that all employees have an equal chance of being tested each time the selection is made. Specific individuals or groups must not be targeted including certain occupational groups or locations. The concerned organization shall select 25% individual for the BA test before start of the shift and communicate to the person conducting the BA test and the individual selected for the BA test when he/she reports for the duty.

Note: - Whenever the 25% leads to a fractional outcome, the fraction is to be completed on the higher side and complete natural number is to be considered for selecting target population.

4.2 As specified in Paras 1.4 and 3 of this CAR, no person shall consume any drug/formulation or use any substance mouthwash/tooth gel or any such product which has alcoholic content, prior to reporting for duty, as such alcohol content may lead to positive result in BA test. Any person, who is taking such medication shall consult the company doctor / doctor administering medication, before they undertake the assigned duty.

4.3 Save as otherwise provided, officer of Air Safety Directorate/Directorate of Medical Services (Civil Aviation)/Concerned Directorate of DGCA may require random breath-analyzer examination of personnel as covered in para 3.

4.4 In an event of suspicion regarding consumption of alcohol, Aerodrome Management may conduct random breath-analyzer examination of ground handling personnel and Aerodrome Operation Personnel. Similarly other organisation may also subject their employees to random BA test without compromising with the 25% of daily requirement for BA test.

5. EQUIPMENT USAGE AND CALIBRATION PROCEDURE

5.1 EQUIPMENT USAGE AND CALIBRATION

5.1.1 Organization shall make available at least two serviceable breath-analyzer equipment fuel cell technology based, capable of giving accurate digital value up to three decimal places in % BAC. The equipment shall have a memory to store and recall at least last 1000 records.

5.1.2 The breath-analyser equipment shall be used only in auto /active mode.

5.1.3 The breath-analyzer equipment shall be attachable to a printer. At least one serviceable printer for the breath-analyzer equipment shall be available at all times.

5.1.4 The breath-analyzer equipment shall be calibrated after 10,000 blows/at a frequency as recommended by the equipment manufacturer whichever is earlier from an agency having ISO certification. The date of the last calibration shall be appended on the instrument. Record of such calibrations shall be maintained by the employer. It shall be the responsibility of the employer to ensure continued serviceability of the breath-analyzer equipment and maintain such records.

5.2 CALIBRATION AGENCIES

5.2.1 The organization shall ensure the following with respect to the calibration agencies/labs contracted for calibration of their breath analyser equipment:

5.2.1.1 The contracted agencies/ labs engaged in calibration of their Breath Analyser Equipment carries out the calibration in accordance with the procedure and recommendations laid down by the manufacturer and should have ISO certification to undertake the calibration activity. The contracted agencies/labs issues a calibration certificate bearing a unique number for each calibration of Breath Analyser Equipment.

5.2.1.2 Calibration agency maintains at least following record:

- (i) Manual containing the calibration procedure prescribed by the manufacturer.
- (ii) **Incoming Record:** Calibration Agency maintains daily incoming record of BA equipment received for calibration. Record should clearly indicate Serial no. of the Equipment, Date and Time of receipt, Mode of receipt, Date of Last calibration, Name of the operator or BA test agency.
- (iii) **Dispatch Record:** The agency maintains dispatch record of the equipment including Date/time of dispatch, Mode of dispatch, Mode of Payment, Invoice number (Transaction Reference in case of online payment), Calibration Certificate number and validity.
- (iv) Calibration records of the equipment used in calibration process of Breath Analyser Equipment.

5.2.1.3 All the records in para 5.2 are preserved for a period of two years.

5.2.2 Organization shall facilitate the DGCA inspection for checking the compliance of the above mentioned requirements.

6. PROCEDURE FOR BREATH-ANALYZER EXAMINATION

6.1 Organisation shall have Medical Personnel to conduct the breath-analyser examination at a designated place within the airport premises. Alternatively organisations may pool their resources including personnel used for conducting BA test or avail the breath-analyzer examination services of Govt. /Govt. licensed private hospitals/ aerodrome operator/ Private organizations, holding the facility to carry out breath-analyser test, located in the premises of the aerodrome/Medical facilities established by Aerodrome operator. Such facilities shall be subjected to periodic checks by the DGCA.

Note: In case of Flying Training Organisations, in addition to medical personnel the trained safety officer of the concerned flying training organization can also conduct breath analyser test.

6.2 Before each test, the Medical Personnel shall run an 'air blank' on the instrument and obtain a reading of 0.000. The Medical Personnel shall also carry out a control test on daily basis and keep a record of printout to ensure serviceability of both the breath-analyzer equipment and the printer. Any BA reading during examination of a personnel above 0.000 shall be considered as positive result. Breath-analyzer examination shall be recorded on camera and recording shall be preserved for a period of six months.

6.3 Breath-analyzer examination record shall be maintained as per the format given in Appendix I and Appendix II.

6.4 If the breath-analyzer examination result is positive, a repeat test shall be carried out after an interval of maximum 20-25 minutes. Once a subject personnel is detected positive, medical personnel on duty, shall provide the proforma as per Appendix-I and the subject personnel shall give declaration in respect of the use of equipment (same or alternate) for conduct of second test on that proforma. During this time, the subject personnel may be permitted to wash his face and rinse his mouth, if desired. Before the second test is carried out, a control test must be taken on the equipment being used to verify the serviceability and correctness of the breath-analyzer. Both the readings so obtained shall be recorded and print out taken. The second test shall be carried out in the presence of a witness as designated by the organisation, who shall countersign the test report.

6.5 The make, serial number and calibration status of the breath-analyzer shall be recorded in the event a personnel is detected positive for alcohol consumption. Under no circumstances, third test shall be conducted.

6.6 If the second test is satisfactory, the concerned personnel may be cleared for duty.

6.7 All the breath-analyzer examination positive /refusal cases shall be promptly reported but not later than 24 hours of occurrence to the concerned Regional Offices of the DGCA and at DGCA (HQ) as per table below:

S. No.	Personnel	Concerned Directorate of DGCA
1.	Maintenance personnel	Airworthiness Directorate
2.	Air Traffic Control Officer	AS & ANSS Directorate/ATCO Licensing Division
3.	Aerodrome Operation personnel	Aerodrome Directorate
4.	Ground Handling Personnel	Aerodrome Directorate
5.	Flight Despatcher	Flight Standards Directorate

7. ACTION ON POSITIVE TEST

7.1 Any person, who tests breath-analyzer examination positive for the first time/refuses to undergo the breath-analyser examination/refuses to undergo the breath-analyser examination the second time upon being tested positive during the first test/ attempt to evade the breath-analyzer examination by leaving the airport premises, shall be kept off duty and his/her license/approval shall be suspended for a period of three months. Non-licenced/non approval holder, shall be removed from safety sensitive functions for a period of three months.

7.2 In case of second such violation of the provisions contained in Para 7.1 of this CAR, the license/approval issued by DGCA, of the concerned person shall be suspended for a period of one year. Non-licenced/ non approval holder, shall be removed from the performance of safety Sensitive function for a period of one year.

7.3 In case of third such violation of the provisions contained in Para 7.1 of this CAR, the license/approval issued by DGCA of the concerned person shall be suspended for a period of three years. Non-licenced/non approval holder, shall be removed from safety sensitive functions for a period of three years.

7.4 In case of fourth such violation of the provisions contained in Para 7.1 of this CAR, the license/approval issued by DGCA of the concerned person shall be cancelled and non-licenced/non approval holder shall be removed permanently from sensitive functions.

7.5 For the ground handling personnel and aerodrome operational personnel, who do not hold any licence/approval, the concerned aerodrome operator/Organization shall formulate a procedure for temporary removal from the duty and/or permanent removal from the duty of a personnel involved in violation of para 7.1 to 7.4.

8. PRESERVATION OF RECORDS

The Employer/Organisation conducting BA Test shall maintain records of breath-analyser examination for the personnel. All the relevant records must be preserved for a period of one year.

9. GENERAL

9.1 It shall be the responsibility of organisations to document the process for the Breath Analyser examination in their respective manuals and ensure wide publicity of the procedure.

9.2 Each Organisation shall submit monthly data in respect of Para 7 of this CAR to the concerned Directorate as per the table in para 6.7 at DGCA (HQ) latest by 10th of every month for the immediate preceding month.


25/7/2024

(Vikram Dev Dutt)
Director General of Civil Aviation

Appendix I

(NAME OF THE ORGANISATION)
MEDICAL EXAMINATION FOR ALCOHOL

Sl. No.

To be filled by Person undergoing the BA test (in Capital Letters)

I hereby report for the duty

Name Job Function/designation.

License No. /Approval No. if Applicable

Emp. No. Place Date Time of Reporting

Signature

Declaration of subject personnel

(Tick the option applicable)

1. I wish to undergo confirmatory test on the same Breath- Analyser Equipment.
Or
I wish to undergo confirmatory test on the alternate Breath- Analyser Equipment.

(Name & Signature of subject personnel)

Declaration by Medical Personnel

2. The choice of Breath- Analyser Equipment has been exercised by the subject personnel.

(Name & Signature of Medical Personnel)

To be filled up by the Medical Personnel

3. Result of first test at hrs. %BAC
4. Result of Control Test at hrs. %BAC
5. Result of second test at ... hrs. %BAC

Remarks: He/she is not under/under the influence of alcohol at present.

Signature of Witness
Name
Designation.....
Date/Time

Signature/Name of Medical Personnel
Date/Time.....

Appendix II

BREATH-ANALYSER EXAMINATION FOR ALCOHOL

Place: Date:

Name of the Medical Personnel:

NOTE: In case a Personnel is tested 'Positive' in first test, a separate Form is required to be filled up as in "Appendix I" by the Medical Personnel and countersigned by the witness.

S No.	Name (in capital Letters) of Personnel undergoing BA Test	Emp. No./ Unique I.D.	Job Function	Time of Reporting	I hereby report for the duty. Signature of personnel undergoing BA Test	BA Reading (in %)	Time of BA Test	Equipment Serial Number	Signature of Medical Personnel	Remarks