

Name of Work: **JOB WORK OF BREATH ANALYSER EXAMINATION AT  
NSCBI AIRPORT, KOLKATA.**

Cost of NIQ : Rs.1,770/- (inclusive of GST)

Quotation No:.....

Estimated Cost : INR 79,38,000/- plus GST.

Time Period : 36 months.

Last date & Time of submission of quotation: **21.01.2020 upto 15:00 hours.**

GM(Ops-ASM)  
Airports Authority of India  
NSCBI Airport,  
Kolkata: 700052

DATE:27/12/2019.

**NOTICE INVITING QUOTATION**

Sealed quotations are invited by Airport Director, Airports Authority of India, Netaji Subhash Chandra Bose International Airport, Kolkata, from Hospitals empanelled by Airports Authority of India for "Breath Analyser Examination of the Operational personnel engaged in Aerodrome Operations, Air Traffic Control Services, Ground Handling Services etc for detecting consumption of Alcohol" at NSCBI Airport, Kolkata at an estimated cost of Rs.79,38,000/- plus GST with a period of completion of 36 months. The complete set of Quotation document can be downloaded from the website of Airports Authority of India website www.aai.aero and submitted to the above office by the due date.

Name of Work: **JOB WORK OF BREATH ANALYSER EXAMINATION AT NSCBI AIRPORT, KOLKATA.**

Tender fee of Rs.1,770/- (inclusive of GST) will be required to be paid by way of Demand Draft/Pay Order in favour of "Airports Authority of India, NSCBI Airport Kolkata" payable at Kolkata on or before submission of NIQ.

LAST DATE OF SUBMISSION OF QUOTATION:

Last date for the submission of Quotation is **15:00 Hrs of 21/01/2020.**

Envelope 1 shall be opened on **21/01/2020 at 15:30 Hrs.**

Date of opening of Envelope 2 will be intimated later on.

Quotation for the present work should be submitted in two separate sealed covers as below: -

1. **Envelope. 1** should be marked as "Envelope. 1- Technical Bid" which contains the documents mentioned in **Para 3.1 of Annexure I**, duly signed on each page.
2. **Envelope. 2** should be marked as "Envelope. 2 - Price Bid" which contain Price / commercial Bid as per **Annexure III** (Cutting or Overwriting, if any, should be signed and stamped by the person signing the bid).

3. **Master Envelope:** - These two sealed covers (Envelope. 1 & Envelope. 2) should be put in sealed master envelope and super-scribed "**JOB WORK OF BREATH ANALYSER EXAMINATION AT NSCBI AIRPORT, KOLKATA.**" and Addressed to: -

**General Manager [Ops-ASM],  
Airports Authority of India,  
N.S.C.B.I. Airport,  
Kolkata, 700052.**

**NIQ TERMS & CONDITIONS**

**Subject: "QUOTATION FOR JOB WORK OF BREATH ANALYSER EXAMINATION AT NSCBI AIRPORT, KOLKATA."**

1. Airports Authority of India, invites quotation from Hospitals empanelled by Airports Authority of India having experience in **BREATH ANALYSER EXAMINATION for detecting consumption of Alcohol** as per the details of activities covered in this "Annexure I" of the QUOTATION document.

**2. ELIGIBILITY CRITERIA:**

2.1 The bidder must have a valid panel confirmation letter issued by Airports Authority of India. A copy of the same shall be submitted in envelop - I.

**3. MODE OF SUBMISSION: -**

Quotation for the present work shall be submitted in two separate sealed covers as detailed below: -

**3.1 Envelope. 1 shall be marked as "Envelope. 1" which contains:**

Documentary proof of eligibility as given 2.1.

Self attested copy of Permanent Account number (PAN).

Self-attested copy of GST certificate for the Firm/Individual may be enclosed.

**EMD amount of Rs.1,59,000/- in the form of Demand Draft / Pay Order.**

Original Quotation Document (**Annexure - I**) duly filled and signed in each page.

The unconditional acceptance letter, given in **Annexure II** on the company's/own letterhead duly signed and stamped by the authorised signatory.

A party or Individual should not be debarred/black listed by Central Vigilance Commission, Central Bureau of Investigation or by AAI and any other PSU's etc and must have clean image and not be prosecuted by Police/CBI/Legal Authorities etc. Self declaration should be given in the Performa as enclosed in Annexure -IV to be submitted in technical bid envelope 1.

List of relatives employed in AAI, If any.

Letter indicating the capacity and authority of individual signing the Quotation.

Other un wanted documents / irrelevant information should not be sent with the quotation.

**3.2 Envelope - 2 shall be marked as "Envelope. 2 - Price Bid" which shall contain:**

Price Bid as per **Annexure III** (Cutting or Overwriting, if any, should be signed and stamped by the person signing the bid.)

**3.3 These two sealed covers shall then be put in separate single cover, shall be sealed and super-scribed JOB WORK OF BREATH ANALYSER EXAMINATION AT NSCBI AIRPORT, KOLKATA and address to**

*General Manager [Ops-ASM],  
Airports Authority of India,  
N.S.C.B.I. Airport,  
Kolkata, 700052.*

**3.4 At the stipulated time of opening of Quotation, "Envelope. 1" shall be opened first. If it is not found with required documents, shall stand rejected and "Envelope 2" of such firms/Individual shall not be opened.**

**Mode of Submission of Earnest Money Deposit [EMD]:**

EMD amount of Rs.1,59,000/- in the form of Pay Order / Demand Draft in favour of AIRPORTS AUTHORITY OF INDIA, NSCBI Airport, Kolkata has to be submitted along with the NIQ. Kindly Note EMD in the form of Cash or any other mode shall not be accepted. The NIQ of the bidders who have failed to submit the EMD before the stipulated time of submission of bids shall be rejected outright.

Refund of EMD:

- (i) EMD shall be refunded to the bidders whose bids are rejected in technical stage within two week of rejection of their bids.
- (ii) EMD of all eligible bidders whose financial bids are opened (except the confirmed lowest bidder) should be refunded within two week after award of order to successful bidder.
- (iii) EMD of the successful bidder will be refunded after receipt of Performance Guarantee. AAI shall refund same amount in INR as received from bidders towards EMD with no interest or any other expenses, whatsoever, in any manner to the bidder or its authorised representative.

#### Forfeiture of EMD:

- (i) A bidder's Bid Security will be forfeited if the bidder withdraws or amends its bid or breach of the conditions or the tender of impairs or derogates from the tender in any respect within the period of validity of the tender.
- (ii) If the successful bidder fails to enter into a contract with AAI within 30 days from the award.
- (iii) If the successful bidder fails to submit the contract performance guarantee as stipulated in the *General Conditions of Contract* within 30 days from the award.
- (iv) If the bidder knowingly and wilfully supplied incorrect information in the NIQ.
- (v) In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of unconditional acceptance of terms and conditions of the tender.
- (vi) If the bidder fails to accept the award within the stipulated time, it will be construed that the bidder is not interested in the offer and EMD will be forfeited.

#### **4. RIGHT TO ACCEPT OR REJECT THE QUOTATION:**

4.1 The right to accept the Quotation in full or in part/parts will rest with AAI. However, AAI does not bind itself to accept the lowest Quotation and reserves to itself the authority to reject any or all the quotation received without assigning any reason whatsoever.

4.2 Quotation not accompanied with prescribed information or is incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and is liable to be rejected.

4.3 The AAI, reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the AAI's action.

4.4 The documentation submitted by the bidder should not be returned unless the bidder explicitly states this request at the time of submission of the Quotation. AAI also reserves the right at its sole discretion not to award any order under the Quotation called. AAI shall not pay any costs incurred in the preparation and submission of any Quotation.

4.5 If the bidder gives wrong information in his Quotation, AAI reserves the right to reject such Quotation at any stage or to cancel the contract, if awarded.

4.6 A bidder has a relation or relations employed in AAI in the capacity of an officer, the authority inviting Quotation, shall be informed. In the event of failure to inform and in a situation where it is established that the relation or relations employed in AAI has / have tried to influence the Quotation proceedings then AAI at its sole discretion may reject the Quotation or cancel the contract.

4.7 The requirements indicated in this NIQ are the minimum and bids of the firms not complying with these minimum requirements or having deviations equivalent to the minimum requirements shall be rejected. However, higher than the minimum requirements shall be technically acceptable without any additional financial implication.

4.8 Any correspondence after the opening of the bids, from the bidder, regarding the bid unless specifically sought by AAI shall not be considered.

## 5. VALIDITY OF OFFER

The Quotation shall be valid for **90 days** (Ninety Days) from the date of opening.

## **GENERAL CONDITIONS OF CONTRACT**

**1. Force Majeure Clause:** Force Majeure is herein defined as any clause which is beyond the control of the certifying body or AAI as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as

i) Natural phenomena including but not limited to floods, drought, earthquakes and epidemics.

ii) Acts of any Government including but not limited to war declared or undeclared, mutiny and quarantines embargoes.

Provided either party shall within fifteen days from the occurrence of such a cause notify the other in writing of such cause.

The agency or AAI shall not be liable for delays in performing his obligations resulting from any force majeure clauses as referred to and / or defined above. The date of completion will, subject to herein provided, be extended by a reasonable time.

### **2. Termination of Contract at AAI's Initiative:**

a) The AAI reserve the right to terminate the contract either in part or in full due to the reasons other than specified herein. The AAI shall in such an event give 30 days' notice in writing to the agency of the decisions to do so.

b) The agency upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contractors to the extent they are related to the work terminated and terms satisfactory to the AAI, stop all further acquired under the contract by the AAI.

c) In the event of such termination, the agency shall be paid compensation equitable and reasonable dictated by the circumstances prevalent at the time of termination.

**3. Dispute Resolution, Arbitration and Laws:** Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specification, designs, drawings and instructions 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 contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works 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 Dispute Resolution Committee:** If a dispute of any kind, whatsoever, arises between AAI and Consultant in connection with or arising out of the consultant or the execution of the work or after their completion and whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the skills/qualification; the matter in dispute shall in the 1st place, be referred to the Dispute Resolution Committee (DRC) appointed by the APD (Kolkata Airport) /Member (Ops)/Chairman, AAI. DRC thus, constituted may act as

"Conciliator" and will be guided by principles of "conciliation" as included in part III of Arbitration and Conciliation Act 1996. DRC should take into consideration, rights and obligations of parties, usage to trade concern 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 out and signed by the settlement Agreement and furnish a copy to each party. DRC will give its' report within 45 days of its constitution.

(ii) **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 (Ops)/Chairman, AAI. There will be no objection if the arbitrator so appointed is an employee of AAI and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed view on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons, The Chairman, Airports Authority of India at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract, such person shall be entitled to proceed with the reference from, the stage at which it was left by the predecessor. It is also in terms of this contract that no person other than a person appointed by the Chairman Airports Authority of India as aforesaid should act as arbitrator and if for any reasons, that is not possible, the matter is not to be referred to arbitration in all cases where the amount of the claim in dispute is Rs. 50,000/- (Rupees Fifty thousand only) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the "Arbitration and Conciliation Act 1996" or any statutory modification or re-enhancement thereof and the rules made there under and proceeding under this clause. In case of dispute, provisions as mention in Bureau of Public Enterprises letter No Bre/GI- 001/16/MAN2(100-75-BPE)(GM-

I) dated 01.01.1976 and its amendment from time to time shall apply for the time being in force shall apply to the arbitration proceeding under this clause. It is a term of the contract that the party invoking arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator (s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the contract shall, if reasonably possible continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect to each dispute or difference referred to him. The venue of arbitrator shall be such place as may be fixed by the arbitrator is his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to his contract.

**4. Laws Governing the Contract:** This contract shall be governed by the Indian Laws for the time being in force subject to jurisdiction of Kolkata.

**5. Applicable for item Rate Quotation:** Any quotationer, who propose any alteration in the work specified in the said form of invitation to quotation, 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.

The officer inviting quotations shall have the right of rejecting all or any of the quotations and will not be bound to accept the lowest or any other quotation.

On acceptance of the quotation, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Accepting Authority or his authorized representative shall be communicated in writing to the Accepting Authority or his authorized representative.

Goods and Services Tax on material in respect of this contract shall be payable by the Contractor and Airports Authority of India will not entertain any claim whatsoever in respect of the same.

6. The contractor shall give a list of AAI employees related to him.

7.1 The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and Accepting Authority or his authorized representative may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the quotation papers. None of these documents shall be used for any purpose other than that of this contract.

## 7.2 Sufficiency of Quotation

The Contractor shall be deemed to have satisfied himself before quotationing as to the correctness and sufficiency of his quotation for the works and of the rates and prices quoted in the 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.

In the case of discrepancy between the NIQ & Instructions to Quotationer, Schedule of Quantities, Special Conditions of Contract, General Condition of Contract etc., the following order of preference shall be observed:

- (i) Notice Inviting Quotation.
- (ii) Instructions to Quotationer.
- (iii) Schedule of Quantities.
- (iv) Special Condition of Contract .
- (v) General Condition of Contract.

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 contractor.

7.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

7.3.1 Any discrepancy in unit / Quantity in quotation document and e-portal price component, the unit / quantity mentioned in the E- portal prevails.

## 8. Signing of contract

The successful quotationer / contractor, on acceptance of his quotation 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, all the documents including drawings, if any, forming the quotation as issued at the time of invitation of quotation and acceptance thereof together with any correspondence leading thereto.
- (ii) **No payment for the work done will be made unless contract in form of agreement is signed by the contractor and submission of Goods and Services Tax registration number.**

#### 9. Performance Security (Security Deposit):

The Person/Persons whose NIQ(s) may be accepted (hereinafter called the Service provider) shall pay a performance Security equivalent to **10% of the value of the licence as specified in the bid documents** within 30 days after notification of the award. Performance security may be furnished in the form of Demand Draft or an irrevocable and unconditional bank guarantee on a Nationalized / Scheduled Bank and it should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the award.

In case the Contractor fails to submit the PBG within stipulated period, interest at 12% p.a. on performance guarantee amount would be levied for delayed period of submission and shall be deducted from the first bill payable to the contractor.

The performance security will be forfeited and credited to the accounts of AAI in the event of a breach of contract by the contractor. It should be refunded to the contractor without interest, after successful completion of contract in all respect.

10. **Compensation for Delay** If the contractor fails to maintain the required progress in terms of clause 3 of Notice Inviting Quotation and Instructions to Quotationer and Schedule of Quantities or to complete the Work on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the AAI on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Accepting Authority or his authorized representative may decide on the amount of quotationed value of the work for every completed day/month (as applicable) that the progress remains below as mentioned in Clause 3 of Notice Inviting Quotation and Instructions to Quotationer and Schedule of Quantities that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. For works costing up to Rs.10.00 lakh, Compensation 1.0% (one percent) of contract value per week of delay and for works costing Rs.10.00 lakhs and above 0.5% (half percent) of contract value per week of delay.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Contract Value of work or of the Contract Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with AAI. In case, the contractor does not achieve a particular milestone mentioned in clause 3 of Notice Inviting Quotation and Instructions to Quotationer and Schedule of Quantities the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

## **SPECIAL CONDITIONS OF CONTRACT.**

### **1. General:**

These special conditions of contract shall be read in conjunction with General Conditions of contract. If there is any provision in the Special conditions of contract which are at variance with the provisions of General Conditions of contract of AAI, the provisions in those special conditions shall take precedence.

### **2. Prices :**

**2.1 The rates quoted shall be inclusive of all taxes (except GST), duties, levies, cost of mouth pieces, transportation to work site at Kolkata Airport etc.**

2.2 AAI does not give any concessional forms / certificates / permits towards any taxes, duties & other levies like sales tax, customs duty, road taxes / permits, etc.

2.3 Quoted prices shall be firm throughout the contract period.

2.4 No accommodation will be provided to the quotationer/Contractor for stay at Kolkata Airport by AAI during Certification Period or during training period. The quotationer/Contractor has to arrange their own accommodation at their own cost. AAI will not make any payment on this account.

3. The contractor should obtain the entry passes from the competent authority for himself/herself & his/her staff and all other people & vehicle associated with the work as per the prevailing BCAS/AAI security procedures wherever applicable. The number of hours working in the area might be restricted or stopped temporarily due to operational or site requirement as per instruction of competent airport official and contractor will not have any claim for extra payment on this account. Violation of the Security Regulations at Airports shall make the contractor liable to debarment in addition to other legal proceedings. The cost for issue of pass from the concerned office shall be borne by the service provider and AAI will not make any extra payment on this account. The contractor must have the Police verification for Company and its directors for obtaining BCAS pass.

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

**5. Rejection of the bid :** The quotationer should quote for all items of the schedule. The offer is liable to be rejected if not quoted for all the items. If at any stage, any information / documents submitted by the applicant is found to be false, the agency shall be liable for debarment from quotationing in AAI, apart from any other appropriate / legal action.

6. **Penalty Clause:** The service provider shall abide by all terms & conditions as mentioned in this NIQ document, award of contract and contract agreement. The below mentioned penalties are liable in the case of any lapses/deviation on the part of service provider:

S. No	Designation	Penalty Rate Per Instance (In Rs.)
1	Absence of Doctor/ Paramedics	Rs.5000/-
2	Unserviceability of equipment	Rs.5000/-
3	Not providing consumable mouth piece	Rs. 500/-
4	Not providing thermal print test report	Rs. 500/-
5	Not wearing proper uniform	Rs. 500/-
6	Not maintaining the premises in a proper state of cleanliness	Rs. 500/-

The decision of AAI shall be final and binding in this regard. Further AAI reserves the right to cancel the contract at any time by given 30 days' notice due to unsatisfactory performance by the contractor. In such case AAI reserves the right to take action under the various clauses of this quotation.

7. **Payment:** All the payment shall be made to the agency on production of Original Invoice for the work executed on monthly basis. The agency has to submit a consolidated bill for the total number of BA examination carried out in a month on or before 07<sup>th</sup> day of following month. Along with the bill the agency has to produce the day wise data of BA examination carried out at Kolkata Airport which is certified by the Nodal Officer of AAI or any other Officer authorised by AAI in this respect.

## 8. SCOPE OF WORK:

### EQUIPMENT USAGE

- The agency shall make available **three (03) BA equipment** in serviceable condition capable of giving accurate digital value up to three decimal places with a memory to store and recall at least last 1000 records.
- **Two (02) BA equipment** should be maintained as standby. The BA equipment shall be used only in auto mode.
- **A thermal print of Test Report is to be given to each individual undergone the test every time.**

- The BA equipment shall be attachable to a printer. At least one serviceable printer for the BA equipment shall be available.
- The BA equipment shall be calibrated after 10,000 blows/six months/at a frequency as recommended by the equipment manufacturer 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 service provider. It shall be the responsibility of the service provider to ensure continued serviceability of the breath- analyzer equipment and maintain such records.
- **The Service provider (successful bidder) has to handover 500 Numbers of mouthpieces to the nodal officer once in three (03) months. AAI has reserve its rights to increase the number of mouthpieces in any time during the contract period. In turn the nodal officer distributes the mouthpieces to the operational officials for their individual use for BA testing.**
- **The agency shall ensure positioning of a dedicated team of two (02) numbers of Doctor holding MBBS degree/Trained Paramedics/Emergency Medical Technician (EMT)/Personnel holding BSC (Nursing)/Diploma (Nursing) at each location i.e., all the three locations of BA examination and the team shall report to the said site 30 minutes prior to the start of shift time and remain there for atleast two (02) hours after start of shift. The exact timings shall be notified through the work order to the successful bidder.**
- **The agency shall prepare a Roster for their teams and share a copy of the same with the AAI Nodal Officer.**

#### **PROCEDURE FOR BA EXAMINATION**

- The agency shall have a Doctor holding MBBS degree/trained Paramedics/Emergency Medical Technician (EMT)/Personnel holding BSC (Nursing)/Diploma (Nursing) to conduct the BA examination at a designated place within the airport premises as decided by AAI. Such facilities shall be subjected to periodic checks by the DGCA.
- 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 personnel **above 0.000** shall be considered as positive result. BA examination shall be recorded on camera and recording shall be preserved for a period of six months.

The cost of recording and storage of records shall be borne by the Service Provider.

- BA examination record shall be maintained as per the format given in Appendix-I and Appendix-II.
- If the BA examination result is positive, a repeat test shall be carried out after an interval of maximum 15-20 minutes. 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 with the same equipment to verify the serviceability and correctness of the BA. 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 organization, who shall countersign the test report. Airport Manager (Arrival) shall be the Nodal Officer for AAI.
- The make, serial number and calibration status of the BA shall be recorded in the event any personnel is detected positive for alcohol consumption. Under no circumstances, third test shall be conducted.
- If the second test is satisfactory, the concerned personnel may be cleared for duty.
- All the BA examination positive /refusal cases shall be promptly reported to AAI but not later than 6 (six) hours of occurrence.

#### **ACTION ON POSITIVE TEST**

- The agency shall notify AAI immediately through the Nodal Officer of any person, who tests BA examination positive for the first time/refuses to undergo the BA examination/refuses to undergo the BA examination the second time upon being tested positive during the first test/ attempt to evade the BA examination by leaving the airport premises.

#### **PRESERVATION OF RECORDS**

- The agency conducting BA Test shall maintain records of BA examination for the personnel. All the relevant records must be preserved in duplicate for a period of one year and timely shared with AAI.

#### **SPECIFICATIONS OF BA EQUIPMENT:**

Analytical System	Utilizes an Intoximeters electrochemical fuel cell sensor which generates an electrical response that is proportional to the Breath Alcohol Concentration in the provided, fixed
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	volume sample. The fuel cell sensor is highly selective for alcohol. It does not respond to acetone or other substances found in the human breath after a fifteen minute deprivation period.
Measurement Types	Direct Test / Manual Sample. Direct Test / Automatic sample.
Measurement Range	.000 to .400 g/210L (Custom ranges and units of measure availability).
Accuracy and Precision	Shall Meet the NHTSA model specifications for Evidential Breath Test Devices.
Environmental Limitations	Capable of Operating in a wide range of temperatures, ambient humidity and atmospheric pressures.
Visual Output	Highly conspicuous four character LED display in attractive colour.
Audio Output	Audible tone to support visual messaging.
Data Storage	1,000 tests.
Mouthpiece	possess a one-way, check valve mouthpiece that eliminates suck back during sample capture.
Instrument Options	Handheld. Total Recall Data Management System and compatible to print.
Power	Disposable batteries - single 9V alkaline battery.
Print Capable	Required.

#### **9. COPY RIGHT /PROPRIETARY RIGHT.**

The firm/Individual hereby agrees that the fees to be paid as provided in this agreement will be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the AAI in respect of any part relating to the documents submitted by the firm/Individual. The documents and other related details prepared and acquired by the firm/Individual for the work entrusted to him under this agreement will become the property of AAI.

#### **10. INDEMNITY**

The firm/Individual should indemnify and keep indemnified "AAI" against any claim regarding documents and other related details prepared and acquired for the work entrusted to him under this contract, by any other party and against all costs and expenses incurred by AAI in defending themselves against such claims.

#### **11. RESCINDING OF CONTRACT**

In the event of failure on the part of the firm/Individual to complete the work on time or to the complete satisfaction of AAI or in the event of committing a breach of any one or more of terms and conditions of the Agreement, the AAI shall be entitled to

rescind this agreement without prejudice to its rights to claim damages or remedies under the law.

The period of notice to be given to rescind the contract will be 30 days. AAI shall have power to engage other firm/Individual to carry out the balance work debiting the firm/Individual the excess amount, if any so spent subject to maximum of 10% of the total fees, which would have been paid. AAI may consider black listing the firm/Individual for future projects.

## **12. PRE OFFER SURVEY VISIT**

If firm/Individual seek any clarifications about the scope of work or wish to survey the respective Unit / Officers working, they are advised to visit them and satisfy themselves about the nature of work and site details before submitting the Quotation. They shall be deemed to have full knowledge about the requirements whether they visit or not. No extra charge consequent on any misunderstanding or otherwise shall be admissible.

## **13. SCHEDULE OF PAYMENT**

13.1 The firm/Individual should quote fees (in Indian Rupees) for those works at the space shown in Schedule Form.

13.2 No advance payment will be made by Airports Authority of India N.S.C.B.I Airport.

13.3 Deduction of income tax & other statutory levies shall be made from Bill as per the prevailing rates.

13.4 The quoted amount should include all payments and deductions to statutory authorities and AAI will only pay the amount after deducting statutory payments to Govt. authorities from the quoted amount.

13.5 The rate quoted by the firm/Individual for the work will be final.

:

(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 .....

To be filled up by the Medical Personnel

1. Breat-analyzer Result Negative/Positive.  
(Reading to be indicated in writing)

2. If found positive the result of first test:  
.....%BAC at ..... hrs

3. Result of second test at..... hrs ..... %BAC

4. Sr No. of BA Equipment used .....

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

Signature of  
Witness Name and  
Designation

Signature/Name of  
Medical Personnel

Date/Time .....

Date/Time.....

**BREATH-ANALYSER EXAMINATION FOR ALCOHOL**

Place: ..... Date: .....

Name of the Medical Personnel: .....

**NOTE:** In case a Personnel is tested 'Positive' in screening test, a separate Form is required to be filled up as in "Appendix I" by the Doctor 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 Officer	Remarks

**The scope of work explained at para No.8 is indicative only, any task though not specifically mentioned but required for meeting the objective shall be deemed to be included in scope of work.**

Date/ Time.....

## SCHEDULE OF QUANTITIY

The approximate requirement would be BA examination of 35 persons in each shift covering three (03) shifts in a day.

Details of Location: BA examination to be carried out in the following three locations in three (03) shifts in coordination with respective shift in charge of AAI:

- AOCC.
- Lounge adjacent to Gate No.5 and
- Briefing Office at ATS Complex.

However, AAI may notify any additional locations if needed and the Service Provider has agreed to provide the service on the said location without any additional cost to AAI.

\* \* \* \* \*

(Annexure-II)

**ACCEPTANCE LETTER**  
**(To be submitted in applicant letter head)**

To,  
Airport Director,  
Airports Authority of India  
NSCBI Airport, Kolkata.

Date: \_\_\_\_\_

**Subject: Acceptance of AAI's NIQ Conditions**

Sir,

The NIQ documents for the "**JOB WORK OF BREATH ANALYSER EXAMINATION AT NSCBI AIRPORT, KOLKATA**" have been provided to me/us by Airports Authority of India and:

1. I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the NIQ documents made available to me/us. Which shall forms part of the contract agreement and I/We shall abide by the conditions/Clauses contained therein.
2. We are enclosing and submitting here with our original Proposal, along with the information and documents as per the requirements of the NIQ Document, for your evaluation and consideration.
3. I/We hereby unconditionally accept the NIQ conditions of AAI's NIQ documents in its entirety for the above facility.
4. The contents of Clause 4.5 of Notice inviting Quotation of the Quotation Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional tenders without assigning any reason thereto.
5. I/ We hereby undertake that, all information provided in the Proposal and in its Appendices is true and correct.
6. I/We shall make available to AAI any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by AAI.
7. I/We acknowledge the right of AAI to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I/We certify that I/we or any of my/our constituents or my/our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract nor have had any contract terminated for breach on our part nor have I/ we or any of my/our constituents or my/our predecessor entity defaulted in complying with any statutory requirements.

9. I/ We hereby declare that:

a. I / We have examined and have no reservations to the Quotation Document, including the Addendum (if any) issued by AAI.

b. I /We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with AAI or any other public sector enterprise or any government, Central or State; and

c. I / We hereby certify that I / we have taken steps to ensure that, in conformity with the provisions of NIQ Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

10. I/We declare that we satisfy and meet the requirements as specified in the NIQ Document and eligible to submit a Proposal in accordance with the terms of this NIQ Document.

11. I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by AAI in connection with the selection of the Applicant, or in connection with the NIQ process itself, in respect of the award of above mentioned concession and the terms and implementation thereof.

12. I / We understand that, except to the extent as expressly set forth in the Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by AAI or in respect of any matter arising out of or concerning or relating to the Empanelment process including the award of work.

13. I / We agree and understand that the Proposal is subject to the provisions of the NIQ Documents. In no case, I / We shall have any claim or right of whatsoever nature if the contract is not awarded to me / us or our Proposal is not opened.

16. I / We agree and undertake to abide by all the terms and conditions of the NIQ Document.

Dated this .....Day of ....., 20\_\_.

Name & Address of the Applicant:	
Name, Signature & Seal of the Authorized Representative	

**(Annexure-III)**

**Financial Bid**

NIQ No: AAI/KOL/OPS/ISO/

Dt. . .2019

**Name of Work: JOB WORK OF BREATH ANALYSER EXAMINATION AT NSCBI AIRPORT, KOLKATA.**

**Schedule of Rates**

S.N.	Name of Work	Quoted amount( in INR) ( Excluding GST)
1	Breath Analyser Examination of one (01) official i.e., rate per test.	Rs..... per test per person.

Time Period: Three (3) Years.

Notes:

1. GST shall be paid extra as per applicable Govt Norms against submission or valid tax invoice.
2. Payment will be made by AAI on satisfactory completion of work on monthly basis on submission of valid bill.
3. No boarding, lodging and travelling charges etc will be borne by AAI.

Date:

Place:

(Authorised Signatory)  
Signature and seal of the Quotationer

**(Annexure -IV)**

**(On Company's Letter Head)**

**Certificate**

**To,**

**The GM(Ops-ASM)  
Airports Authority of India  
NSCBI Airport, Kolkata - 7000052.**

I/We have .....  
hereby declare that have never been Debarred/black-listed by Central Vigilance Commission, Central Bureau of Investigation or by Airports Authority of India /and other PSU's etc. have clean image and not have been prosecuted by Police/CBI/Legal Authorities etc. In case any information will found wrong. I will be fully responsible and AAI can act against me.

**Name of the Applicant**

**Address:**

**Date:**

**(Authorised Signatory)**

**Signature with seal of Quotationer**

**Place:**

**Email:**

**Mobile No:**