

Tender Document for HAJ 2024 Operations- (Rebid- Guwahati Embarkation Point)

No. AV.14028/4/2023/AI-MOCA(pt.1)

Date: 29.01.2024

Ministry of Civil Aviation (MoCA), New Delhi on behalf of the President of India, vide tender notice dated 28.12.2023, had invited sealed bids (as per two bid system- Technical and Commercial) from the Designated or Nominated Airlines of Republic of India (ROI) and Kingdom of Saudi Arabia (KSA) for providing air travel services, on charter basis, to the pilgrims sponsored by Haj Committee of India (HCoI), Mumbai for Haj 2024 for 20 Embarkation Points (EPs).

2. The tender was opened on 23.01.2024. However, no bid was received from the airlines for the Guwahati embarkation point. Accordingly, as per clause 8(b) of the tender, the Guwahati EP is being rebid. The Airlines who were qualified technically for the Haj Tender dated 28.12.2023 may submit their Financial bid for the Guwahati EP. The expected number of pilgrims/embarkation/landing stations in India and KSA and **the tentative** dates of operation are indicated against the embarkation point/station is at Annexure-I.

3. The Haj operation would be in two Phases. In Phase-I pilgrims would travel from India to KSA and in Phase-II from KSA to India as indicated in the table in clause 2 of this Tender Document.

4. The flight operation dates given in col. VI & VII and number of Pilgrims mentioned in col. (VIII) of the table in clause 2 (Annexure-I) of this Tender Document are based on information received from Haj Committee of India (HCoI). The dates and number of passengers mentioned in the Annexure-I are subject to change as per the final schedule to be advised by KSA. The number of pilgrims will also be adjusted as per the actual numbers received from HCoI. The selected airlines will be required to carry the actual number of pilgrims allotted from **the** station.

5. The flight operations will be mandatory non-stop except, if required, for any technical halt.

6. **FINANCIAL REQUIREMENTS:**

As per para 2 above, already technically qualified Airlines are required to submit Financial Bid for the -- notified embarkation **point**, all inclusive per passenger charter fare in US Dollar, excluding PSF, UDF, ADF and Indian Goods & Service Tax and any other fee/tax for Haj 2024 operation from India to Jeddah/Medina (KSA) and back in the prescribed format.

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7. Process of selection of bids:

A. Financial Bid:

- i. The allocation of seats between the designated airlines of both KSA and ROI shall be subject to the bilateral agreement between both the countries and would preferably be shared in equal numbers of seats between the designated airlines of both the countries.
- ii. The lowest bidder (L1) will be allotted the respective embarkation point.
- iii. A variation in allocation of the total seats on offer for Haj operations in the bilateral quota will be allowed to the designated airlines of both KSA and ROI in order to cater to various exigencies as decided by the Haj Air Travel Committee (HATC).
- iv. Once an airline is selected for **the** embarkation point, it cannot withdraw its bid after the selection as L1 for such embarkation point.
- v. **In case, a sole bidder is found for the embarkation point, the HATC will take a decision on the basis of fares discovered in last three years, which may be allowed within a variation of (+/- 10%) of the quoted fare for such embarkation point.**
- vi. In case, no bid is discovered for **the** embarkation point, the technically qualified designated Airlines of KSA and ROI will be offered to resubmit financial bids in next two days of the HATC bid opening meeting. The allocation of seats for such embarkation point will be decided on the basis of lowest bidder for such embarkation point, as exception to the available seats between two countries as per bilateral agreement.

8. GENERAL CONDITIONS:

The following conditions are essential for Haj 2024 operations. The bids should be submitted considering the following conditions:

- i. The checked in baggage entitlements will be a total of 40 kg (in two pieces) per passenger.
- ii. One five liter ZamZam can for each pilgrim may be carried by the airlines on ferry leg of Phase-I flights after obtaining the necessary permission from KSA authorities and the same will be provided to the pilgrims in return phase (Phase-II) by the airlines.
- iii. Hand Baggage entitlement will be 7 Kg per passenger.
- iv. The checked in baggage of all passengers travelling on a flight shall have to be carried on the same flight.
- v. The airline will ensure standard check in procedure i.e. proper weighing and tagging, manifestation, for each baggage separately at embarkation **point** in

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India and during the city check-in Mecca & Medina in KSA at its own cost. The airlines should train the staff/crew designated at the check-in-counter to assist pilgrims to comply with proper tagging/information (Cover number/Passport number) needed on check in luggage to assist in identifying misplaced and lost baggage.

- vi. The airline shall ensure that a proper agency with adequate staff, proper office set-up and adequate warehousing facilities is deployed by it well in advance to undertake the city check-in operation, in Makkah and Madinah.
- vii. Airline shall establish its office at the concerned airports (in India and KSA) from which it would operate Haj charter flights, including Offices in the premises of Indian Haj Pilgrims Office at Mecca Mukarrama and Medina Munawwara, with sufficient number of experienced staff.

It shall also provide check-in facility at Saudi Airports/ Haj Camps for the convenience of passengers desirous of changing the flight.

- viii. A Control Room should be set up well in advance by the selected airlines to monitor movement of aircraft, delay in aircraft and to pass information to all stakeholders. One Control Room should be based at the HCol, Mumbai and the other should be based at the Indian Consulate/Haj Pilgrims Office in Saudi Arabia.
- ix. The airlines should select their cargo agencies in Kingdom of Saudi Arabia at an early date. These cargo agencies should be specifically asked to submit the list of trucks and manpower deployed by them by some specified date **to Indian Haj pilgrims office.**
- x. The airline shall provide adequate facilities for lodging of missing baggage complaints at the landing airport in KSA and India and would get the daily summary of complaints, if any, counter signed by the representatives of HCol/CGI.
- xi. The airline shall make arrangements for accepting baggage, over and above the free baggage allowance, as freight, if any, OR arrange for Cargo Agents at the departure terminal at Mecca/Jeddah and Medina at applicable cargo rates.
- xii. Proper coordination should be undertaken by the selected airlines with concerned authorities in Saudi Arabia including handling agencies, General Authority of Civil Aviation, Airport Authorities in Jeddah and Madinah.
- xiii. Airline shall comply with the latest revisions as amended from time to time to the Civil Aviation Requirements and the Aeronautical Information Circulars issued by Director General of Civil Aviation, India and KSA Aviation Standards and Safety requirements and rules and regulations laid down by General Authority of Civil Aviation.
- xiv. Airline will match inbound and outbound capacity i.e. all pilgrims travelling on an outbound flight on Phase I will return together on the inbound flight in Phase II. However, in case of availability of seats in Haj charter flight and also in any exigency, airlines should transfer pilgrims from charter to charter flight without any extra charge.

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- xv. The Airline shall be required to submit the detailed flight schedule (duly approved by the Haj Committee of India and CGI, Jeddah) authenticated by the Civil Aviation Organization of the KSA/DGCA of India mentioning therein flight numbers, date of arrival & departure and complete the formalities for obtaining slots (landing and taking off permission) for their aircraft as well as Bank Guarantee on or before the due date. Any change in the schedule (Phase I or Phase II), if necessary, be made after consultation with Haj Committee of India.
- xvi. The airline shall ensure that no passenger other than those sponsored by Haj Committee of India is accommodated on any of the charter flights.
- xvii. The schedule should be such that the maximum stay of the pilgrims in KSA does not exceed 40 days except in cases of serious medical illness.
- xviii. The schedule of flights shall allow a minimum gap of 4 hours between two flights. However, this will be subject to slot approval by DGCA/GACA. For the smooth logistic Haj operations and for the comfort of the pilgrims, while preparing the flight schedule, airlines should plan the schedule in such a way that:
- a. 60% (approx.) of the pilgrim's schedule to land in Madinah arrive in first week and minimum should land in the last week of Haj flights to Madinah.
 - b. Out of the scheduled landings in Jeddah, fewer number of pilgrims should arrive in Jeddah during first week of flights landing in Jeddah
- xix. The Airline will abide by the Haj Regulations issued by the KSA authorities (GACA) with respect to the meals and hotel accommodation in case of delayed flights from stations in Saudi Arabia. In case airline fails to provide refreshment or hot meals or denies boarding to a passenger, Govt. of India/ CGI Jeddah will make alternate arrangements for food/passage of pilgrims and the cost to this effect will be deducted from the payment of the respective airline.
- xx. The airlines shall supply good quality food of international standard to every passenger during the flight to and from.
- xxi. The food that is served to the pilgrims on the Haj charter flights should be hygienically prepared and packed. Food should be non-spicy, and as far as possible, suitable to the palates of the particular region from where the pilgrims are coming.
- xxii. The Airline shall provide good quality meal and hotel accommodation, equivalent to those being provided to International passengers by the Airlines, to every passenger in case of delay of more than 6 hours from embarkation point in India. **This also applies in return phase at Jeddah/Madinah.** In the event of airline failing to provide the said facilities, Govt. of India will be free to make alternate arrangements and reserves the right to debit the expenditure on this account from the payments to be made to the respective Airline.
- xxiii. **Before pilgrims disembark at Jeddah or Madinah, the airlines must necessarily give an extra food packet to each pilgrim and a bottle of water.**

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- xxiv. A good quality boxed/packed meal will be provided by the Airline to every passenger immediately after security check at Indian embarkation point. During the flight, the Airline will provide good quality meal to the passenger.
- xxv. At least two Indian language knowing cabin crew should preferably be on each Haj charter flight.
- xxvi. The passenger shall be entitled to compensation for damaged/lost baggage as per international civil aviation norms/Montreal Convention. If the airline does not pay compensation, the reasonable amount in terms of international civil aviation norms/Montreal Convention will be deducted out of the dues of the airline.
- xxvii. The airline shall issue only computer printed Boarding Passes with seat numbers mentioned thereon to the pilgrims and airline would be required to submit Post flight manifest along with passport number to the designated authority after check-in formalities are completed and before take-off.
- xxviii. In case of any technical fault/Aircraft on Ground (AoG) airlines should be able to mount rescue operations within 12 hours of the scheduled time of departure. The selected airlines should have proper management and coordination of its crew. All Duty time limitations should be factored while planning crew requirements for the Haj operations. Haj flights should not be delayed for want of crew.
- xxix. Advance Passenger Information System (APIS) will be implemented by the Indian Regulatory Authorities for Phase II operation. The airline shall comply with APIS requirements, Haj Committee of India shall provide the requisite flight wise information/assistance to the airline within sufficient time to comply with APIS requirements.
- xxx. The airline shall be required to appoint exclusive Coordinators at each embarkation point in India during each Phase of Haj Operation and shall set up a help desk /post deputing at least one of its staff (Manager Level) in the India Haj Mission Office at Jeddah Haj Terminal and at Medina Haj Terminal on 24X7 basis during return phase. Any violation of the clause shall attract a penalty of 450 US Dollar in case of absence of Coordinator for any time during the 24 hours of the day.
- xxxi. The selected bidder shall be responsible for obtaining all clearances required for the conduct of flights for Haj operations.
- xxxii. Airlines shall avoid double Madinah/double Jeddah movement of pilgrims. In case it becomes unavoidable, the airlines concerned shall bear the cost of local transportation.
- xxxiii. **Airlines shall be liable to pay all statutory taxes** of both KSA and India. The **statutory taxes** would be paid to the airlines, in addition to the per passenger fare, on submission of satisfactory proof of depositing the same with the appropriate authorities.

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- xxxiv. No interest/ penalty for short/delayed deposit shall be paid by the Government of India/Haj Committee of India (HCol) for reasons of delay or default on the part of the airline for not depositing or short depositing the **all statutory taxes**, which being the obligation of the bidder, shall be borne entirely by the airline and GOI/HCol shall be fully indemnified by the airline from such tax demands.
- xxxv. The payment to the Airlines will be finalized by the HCol taking into consideration the performance of Airlines and their adherence to the terms and conditions.
- xxxvi. The embarkation **point** awarded to bidder cannot be sub-contracted to another party.
- xxxvii. Change in embarkation point subsequent to allocation of embarkation point shall not be ordinarily accepted.
- xxxviii. The opening of bids and negotiation connected therewith will be attended by the authorized signatories of the bidder only and no agent/middleman will be permitted to participate.
- xxxix. The Airlines shall follow all the COVID related protocols/guidelines issued by KSA and ROI from time to time.

9. Penal provision: Any violation to the tender clauses or deficiency in the services mentioned in tender clauses will attract a penalty upto a maximum of 10% of the total contract value.

10. MODE OF PAYMENT

The payment for the services provided by the airline for Haj 2024 operations will be made by Haj Committee of India (HCol) in five installments in the following manner:

- i. 30% (Thirty percent) of the total fare shall be paid not later than one week prior to the date of first outbound Haj flight from India.
- ii. 20% (Twenty percent) of the total fare shall be paid not later than one week after successful completion of first phase of operations from India.
- iii. 25% (Twenty five percent) of the total fare shall be paid not later than one week after date of the First inbound Hajj flight of the return Phase II operation.
- iv. 15% (Fifteen percent) of the total fare shall be paid not later than one week after the last inbound haj flight of the return phase II operations.
- v. The balance fare of 10%(ten percent) of the total fare shall be paid after completion of Phase-2 operation in accordance with the MOU signed between the Government of India/HCol and the airline after adjusting the 50% fare refundable for deceased pilgrims (on the basis of authentic documents like death certificate issued by Indian Consulate in Jeddah and boarding pass/signed

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manifest of the deceased pilgrim) and all other payments/penalties outstanding against the Airlines as per this Tender Document or MOU signed between Government of India/HCoI and the Airline.

- vi. The GST payment shall be paid to the airlines after submission of receipt of GST amount.
- vii. The airlines of India will be paid airfare /statutory taxes etc. in INR equivalent to USD/SAR.
- viii. The airlines of KSA shall be paid airfare in USD and the statutory taxes in India in INR and statutory taxes in KSA in SAR.

NOTE:

- i. The Government of India/HCoI reserves the right to ask for Bank Guarantee from any airline selected for Haj 2024 operations from India before or at the time of signing the MOU *as stipulated in GFR, 2017*.
- ii. The *encashment* of bank guarantee would be invoked by the Government of India/HCoI in the event of failure on the part of the airline to fulfill the terms and conditions of the MOU to be signed between the Government of India and the airline.

11. MOU BETWEEN GOVERNMENT OF INDIA (MINISTRY OF CIVIL AVIATION/ MINISTRY OF MINORITY AFFAIRS)/HCOI AND THE SELECTED AIRLINE

The selected airline is required to enter into a Memorandum of Understanding (MOU) with the Ministry of Civil Aviation, Ministry of Minority Affairs and HCoI detailing the services to be provided by the airline and other terms and conditions in connection with the Haj Operations 2024.

12. SETTLEMENT OF DISPUTES

In case of any difference/dispute, the parties shall resolve it amicably by way of negotiations/discussions across the table, failing which it shall be finally resolved by a designated Authority determined by Ministry of Civil Aviation, whose decision shall be final and binding on both the parties.

13. SUBMISSION OF BIDS

The Airlines who were qualified technically for the Haj Tender dated 28.12.2023 may submit their Financial bid for the Guwahati EP. The bids should be submitted in sealed covers duly superscribed. These sealed covers should be put in a bigger cover which should also be sealed and superscribed as 'Bid for Haj-2024 operations'. The sealed cover (superscribed as 'Bid for Haj – 2024') **must reach on or before 1400 hrs on 31.01.2024** at the address given below:-

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Under Secretary(AIAHL)
Ministry of Civil Aviation
Government of India
Room no.167, 1st Floor
B- Block, Rajiv Gandhi Bhavan,
Safdurjung Airport New Delhi-110003.

14. Bids received after the prescribed date and time shall not be entertained.
Financial Bid shall be opened at 1600 hours on 31.01.2024.

15. The Government of India/Ministry of Civil Aviation reserves the right to cancel this tender or withdraw any number of embarkation **point** from the tender process at any stage of bidding process (even after opening of the bids) without assigning any reason.

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29/01/2024 2024

(Rajeev Kumar)

Under Secretary to the Government of India
Ph: 011-24610359

ANNEXURE-I

S. No.	Embarkation Point	Landing Station	Return Station	Flight Operation Dates LAP-I		Expected No. of pilgrims
				PHASE I (Tentative)	PHASE II (Tentative)	
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)
1	Guwahati (GAU)	MED	JED	09.05.2024 to 25.05.2024	22.06.2024 to 21.07.2024	2884
	Gross Total					2884

NOTE: Maximum number of flight operated per day should not **exceed 2 to 3.**

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 1. **All pilgrims for the EP may vary within a range of +10% to -10%.**
 2. *All the airline operators should submit disabled aircraft removal plan while applying for the schedule/slot clearance.*

ANNEXURE-II

The offer price format (To be given on Company's letter head)

Our bid of the all inclusive fare excluding PSF, UDF, ADF and Indian Goods & Service Tax and any other fee/tax for Haj 2024 operation from India to Jeddah/Medina (KSA) and back would be as per col.(iv) below.

S.No.	Embarkation Point	Type of aircraft with date of manufacture	All inclusive per pax fare (excluding applicable fee/charges/ taxes) (in US \$)
(I)	(II)	(III)	(IV)
1	Guwahati (GAU)		

The above bid takes into consideration all parameters and conditions mentioned in the Tender Document No: AV-14028/4/2023-AI-MOCA-Part(1) dated 28.01.2024.

Place:

Date:

Note:

Signature (in ink) of Authorized Signatory of the Airline
Name:

Designation:

Seal of the Company/Airline

1. Only designated Airlines of India are required to send Bids for Srinagar embarkation point.
2. Amount in figures shall only be mentioned for **the** embarkation point.
3. Original signed copy of the quotation shall only be accepted. Photocopy, e-mail copy, scanned copy etc shall not be accepted.
4. Each financial bid should be on the Company's letter head, signed in ink, bearing Company's stamp and should carry a letter from the Company's CEO/Board that the person signing the quotation bid is an authorized signatory.