TENDER NOTICE dated 16.03.2023

HAJ - 2023 OPERATIONS

Ministry of Civil Aviation invites sealed tenders from designated airlines of India and Kingdom of Saudi Arabia for undertaking HAJ charter flights from 22 stations in India to Jeddah/Madinah and back to respective stations, during the period between 21st May, 2023 to 2nd August, 2023, duly signed and stamped along with supporting documents and subject to the terms and conditions stipulated in the Tender Document, the details of which can be accessed/downloaded from the Ministry's website: **www.civilaviation.gov.in**

The tender in sealed cover should reach the office of **Under Secretary (AI Division) Ministry of Civil Aviation, Room No.181 C, First Floor, B-Block, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003 on or before 1200 hrs on 05.4.2023.** The offer should be in **"Two Separate Sealed Envelopes"** as given below:

ENVELOPE – 1: "TECHNICAL BID"

Technical bid consisting of all technical details prescribed in clause 6 of the Tender document along with the requisite documents. **PLEASE DO NOT QUOTE RATES IN THIS ENVELOPE.**

ENVELOPE –2: "FINANCIAL BID"

Financial bid indicating embarkation point-wise all inclusive per passenger charter fare in US Dollar in the prescribed format **(ANNEXURE-II).**

It may please be noted that, both the sealed envelopes must be clearly superscribed as **'Commercial bid for Haj-2023'** and kept in one sealed cover, which shall be submitted before the due date. Responses received after the due date, time and incomplete in any respect will not be entertained.

The Ministry of Civil Aviation reserves the right to reject any of the tender/bid without assigning any reason.

(Kameshwar Mishra)
Under Secretary to the Govt. of India
Ph:011-24648983

Tender Document for HAJ 2023 Operations

No. AV.14028/5/2022/AI-MOCA Date: 16.03.2023

Ministry of Civil Aviation (MoCA), New Delhi on behalf of the President of India, invites sealed bids (as per two bid system- Technical and Commercial) from the Designated 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 2023.

2 The expected number of pilgrims/embarkation/landing stations in India and KSA and the tentative dates of operation are indicated against each 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 (Annexure-I) 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 each station.

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

6. TECHNICAL REQUIREMENTS:

The technical bids shall be accompanied with the following supporting documents:

i. Operating authorization from India or KSA.

ii. A "No Objection Certificate" from GACA (for KSA carriers)/DGCA (for Indian Carriers) for carrying Haj pilgrims from India to KSA for Haj 2023, along with their quotation/bid. **Bids received without the NOC shall not be considered.**

Note:

- The airlines shall preferably deploy aircraft which are less than 20 years old with valid Certificate of Airworthiness.
- The bid, in the prescribed Proforma (Annexure-II), should be on the Company's letter head, signed in ink, bearing the 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..

7. FINANCIAL REQUIREMENTS:

Airlines are also required to submit Financial Bid for the 22 notified embarkation points, 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 2023 operation from India to Jeddah/Medina (KSA) and back in the prescribed format.

8. Process of selection of bids:

A. Technical Bid:

Technical bids shall be opened first and examined as per the conditions mentioned in clause 6 of this Tender Document. Financial bid shall be opened only of those airlines which are found technically suitable/qualified.

B. Financial Bid:

Financial bids of those airlines shall be opened which are found technically suitable/qualified as per the conditions mentioned in clause 6 of this Tender Document.

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 an 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 any embarkation point, the HATC will take a decision on the basis of fares discovered in earlier 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 a specific 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.

9. GENERAL CONDITIONS:

The following conditions are essential for Haj 2023 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 points in 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 HCoI, 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.

(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 HCoI/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.

(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. 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.

(xxiv) A good quality boxed/packed meal will be provided by the Airline to every passenger immediately after security check at Indian embarkation point, after landing in Madinah, in Phase I and at Jeddah embarkation point in Phase-II with water bottle.

(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.

(xxxiv) No interest/ penalty for short/delayed deposit shall be paid by the Government of India /Haj Committee of India (HCoI) 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/HCoI shall be fully indemnified by the airline from such tax demands.

(xxxv)The payment to the Airlines will be finalized by the HCoI taking into consideration the performance of Airlines and their adherence to the terms and conditions.

(xxxvi) The embarkation points 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.

(xxxx) The selected airlines should submit their schedule, after the approval from GACA, to Indian Haj Pilgrims' Office, CGI Jeddah, **latest by 20th April 2023..**

10. **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

11. **MODE OF PAYMENT**

The payment for the services provided by the airline for Haj 2023 operations will be made by Haj Committee of India (HCoI) 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/HCoI 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 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 2023 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.

12. 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 2023.

13. 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.

14. SUBMISSION OF BIDS

Submission of bids will be in two bids system viz. Technical bid (Bid1) & Financial Bid (Bid 2) as stated in clause 6 & 7 of this Tender Document respectively. The bids should be submitted in separate 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-2023 operations'. The sealed cover (superscribed as 'Bid for Haj – 2023') *must reach* **on or *before* 1200 hrs *on 05.04.2023*** at the address given below:-

Under Secretary(AI)
Ministry of Civil Aviation
Room No.181 'C', 1st Floor
B- Block, Rajiv Gandhi Bhavan,
Safdurjung Airport New Delhi-110003.

15. Bids received after the prescribed date and time shall not be entertained. **Technical Bid shall be opened at 1400 hours on 05.04.2023.** After due verification of the technical Bids, the financial bids of only the eligible airlines shall be opened immediately thereafter.

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

(Kameshwar Mishra)
Under Secretary to the Government of India
Ph: 011-24648983

ANNEXURE-I

S. No.	Embarkation Point	Code letter of Airport	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)	(VIII)
1	Bhopal (BHO)	4D	MED	JED	21.05.2023 To 06.06.2023	03.07.2023 To 02.08.2023	2800
2	Delhi (DEL)	4F	MED	JED	21.05.2023 To 06.06.2023	03.07.2023 To 02.08.2023	18700
3	Gaya (GAY)	4C	MED	JED	21.05.2023 To 06.06.2023	03.07.2023 To 02.08.2023	3500
4	Guwahati (GAU)	4D	MED	JED	21.05.2023 To 06.06.2023	03.07.2023 To 02.08.2023	6000
5	Indore (IDR)	4D	MED	JED	21.05.2023 To 06.06.2023	03.07.2023 To 02.08.2023	3100
6	Jaipur (JAI)	4D	MED	JED	21.05.2023 To 06.06.2023	03.07.2023 To 02.08.2023	5500
7	Kolkata (CCU)	4E	JED	MED	21.05.2023 To 06.06.2023	03.07.2023 To 02.08.2023	14461
8	Lucknow (LKO)	4C	MED	JED	21.05.2023 To 06.06.2023	03.07.2023 To 02.08.2023	11000
9	Ranchi (IXR)	4C	MED	JED	21.05.2023 To 06.06.2023	03.07.2023 To 02.08.2023	2400
10	Srinagar ** (SXR)	4D	MED	JED	21.05.2023 To 06.06.2023	03.07.2023 To 02.08.2023	11500
11	Varanasi (VNS)	4C	MED	JED	21.05.2023 To 06.06.2023	03.07.2023 To 02.08.2023	2600
	Total						**81561**

S. No.	Embarkation Point	Code letter of Airport	Landing Station	Return Station	Flight Operation Dates LAP-II		Expected No. of pilgrims
					PHASE I (Tentative)	PHASE II (Tentative)	
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)
12	Ahmedabad (AMD)	4E	JEDDAH (JED)	MADINA (MED)	07.06.2023 To 22..06.2023	13.07.2023 To 02.08.2023	11000
13	Aurangabad (IXU)	4C	JED	MED	07.06.2023 To 22..06.2023	13.07.2023 To 02.08.2023	1700
14	Bangaluru (BLR)	4E	JED	MED	07.06.2023 To 22..06.2023	13.07.2023 To 02.08.2023	6100
15	Calicut (CCJ)	4D	JED	MED	07.06.2023 To 22..06.2023	13.07.2023 To 02.08.2023	8300
16	Chennai (MAA)	4E	JED	MED	07.06.2023 To 22.06.2023	13.07.2023 To 02.08.2023	4000
17	Cochin (COK)	4E	JED	MED	07.06.2023 To 22..06.2023	13.07.2023 To 02.08.2023	2700
18	Hyderabad (HYD)	4E	JED	MED	07.06.2023 To 22..06.2023	13.07.2023 To 02.08.2023	5200
18	Kannur (CNN)	4E	JED	MED	07.06.2023 To 22..06.2023	13.07.2023 To 02.08.2023	2300
20	Mumbai (BOM)	4E	JED	MED	07.06.2023 To 22..06.2023	13.07.2023 To 02.08.2023	11000
21	Nagpur (NAG)	4D	JED	MED	07.06.2023 To 22..06.2023	13.07.2023 To 02.08.2023	3100
22	Vijayawada (VGA)	4C	JED	MED	07.06.2023 To 22..06.2023	13.07.2023 To 02.08.2023	1800
	Total						**57200**
	Gross Total						**138761**

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

(1) ** Only designated *Airlines of India are* required to submit bids (in two bids system) *for Srinagar embarkation point.* The airline would be required to operate direct flight *from SXR to JED/MED and back. The flights at Srinagar should be scheduled during non-peak hours i.e between 1100 hrs and 1600 hrs.*

(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 2023 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	Bhopal (BHO)		
2	Delhi (DEL)		
3	Gaya (GAY)		
4	Guwahati (GAU)		
5	Indore (IDR)		
6	Jaipur (JAI)		
7	Kolkata (CCU)		
8	Lucknow (LKO)		
9	Ranchi (IXR)		
10	Srinagar ** (SXR)		
11	Varanasi (VNS)		
12	Ahmedabad (AMD)		
13	Aurangabad (IXU)		
14	Bangaluru (BLR)		
15	Calicut (CCJ)		
16	Chennai (MAA)		
17	Cochin (COK)		
18	Hyderabad (HYD)		
19	Kannur (CNN)		
20	Mumbai (BOM)		
21	Nagpur (NAG)		
22	Vijayawada (VGA)		

The above bid takes into consideration all parameters and conditions mentioned in the Tender Document No: AV.14028/5/2022/AI-MOCA dated 16.03.2023.

Place:
Date:

Signature (in ink) of Authorized
Signatory of the Airline
Name:
Designation:
Seal of the Company/Airline

Note:

1. Only designated Airlines of India are required to send Bids for Srinagar embarkation point.
2. Amount in figures shall only be mentioned for each 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.