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SERVICE PROVIDER AGREEMENT WITH HAJJ GROUP ORGANIZERS
(HAJJ-2018)

This Agreement is made at _____ on this _____ Day of _____ between the President of Islamic Republic of Pakistan through the Ministry of Religious Affairs & Interfaith Harmony, Islamabad (hereinafter called the "Government of Pakistan") and M/s _____ (Hajj License No. _____) (hereinafter called the Service Provider (Hereinafter also referred to individually as a 'Party' and collectively as 'the Parties').

WHEREAS, the Government of Pakistan intends to facilitate the Pakistani Hujjaj, who want to perform Hajj (Pilgrimage) under the arrangements of Hajj Group Organizer's Scheme ("HGO") in Private Sector for Hajj 2018 in accordance with the schedule announced by the Government of Pakistan.

AND WHEREAS, the Service Provider has agreed to provide facilities to these pilgrims on the dates and schedule as announced by MORA & IH.

NOW, THEREFORE, it is hereby agreed as following: -

Clause	Description	Nature of Penalty
A	Office Structure	
A(I)	The Service Provider shall keep its offices well established, equipped with Computer, Internet, Telephone facilities and technical staff located at an accessible location and shall also display specific sign board duly approved by the Ministry company bank account(s) for Hajj booking, with complete registered company name including Hajj Registration License Number, Saudi Munazzam No., telephone number etc. Established office of the tour operator having all above facilities including functional website.	Major
A(II)	The Service Provider shall properly maintain / update fully functional website of the company on permanent basis having company profile, detail of management, hajj package (duly approved by this Ministry), company bank account(s) for Hajj booking duly approved by MINISTRY, valid contact numbers, services to be offered, authorization of the Ministry of Religious Affairs etc. In case of violation, penalty up to Rs. 200,000 will be imposed on the service provider.	Minor
B	Hajj Package	

Clause	Description	Nature of Penalty
B(I)	The Service Provider will offer up to three packages, out of 10 packages. However, HGOs will submit separate exclusive packages if any, for the approval from the Ministry. The exclusive facilities must be mentioned in these packages which must not be available in 10 approved packages along with complete breakup. Additional facilities approved by MORA will be provided to the pilgrims on additional payment, against explicitly mentioned terms and receipt for the same will be issued in the offered package. The detail of additional facilities and amount charged against facility will be mentioned on Hajj Application Form/HGO-MIS. In case of violation, 10% quota will be deducted for next year.(Approved by MORA).	Major
B(II)	In the light of judgement of Honorable Supreme Court of Pakistan in C.P. No. 1099 of 2016 dated 22-2-2017, the service provider shall display a certificate issued by MORA at prominent place inside their office premises, the authority letter/ license number, date of issue, the quota allotted and the amount chargeable by them, permitted by the Ministry of Religious Affairs; failing which Hajj quota of the company shall be suspended.	Major
B(III)	The Service Provider shall upload estimated detailed break up of package(s) on HGO-MIS. In case of violation penalty of Rs. 100,000/- will be imposed on the service provider.	Minor
B(IV)	The Service Provider will not charge any amount from the intending Hujjaj in the name of security/guarantee/HCF etc. Similarly, service provider will not charge over and above the agreed package; failing which hajj quota will be suspended/reduced.	Major
C	Hajj Booking.	
C(I)	The Service Provider shall book Pakistani citizens only having valid machine readable Pakistani passport; failing which hajj quota of the service provider could be cancelled.	Major
C(II)	The service provider shall book Hujjaj from the province, including neighboring/adjacent districts, for which the license has been granted and will arrange departure of Hujjaj from the nearest place of departure/airport subject to agreement with Hujjaj. However, in exceptional circumstances the HGO can book Hujjaj of another Province not exceeding 25% of the quota. The limit for ICT based HGOs would not be more than 50%. However, there shall be no	Major

Clause	Description	Nature of Penalty
	such restriction of booking of Hujjaj belonging to AJK and Gilgit-Baltistan by HGO based at Islamabad. In case of violation, the quota of the service provider equivalent to number of Hujjaj booked from other Provinces, will be reduced.	
C(III)	The Service Provider shall neither sell his quota/haji/form(s) nor purchase any quota/haji/form(s) from other Service Provider including booking through Agent. In case of any clue / evidence received in this regard, from any source, the Ministry has the right to conduct Special Performance Inquiry of defaulter HGO(s). In case the allegation is established, both the HGOs along with its management shall be permanently banned/debarred for Hajj Business.	Major
C(IV)	To avoid fake booking and secure the amount of Hujjaj, the service provider shall conduct hajj booking through company's bank accounts in the scheduled bank branch. The HGO will also issue its own receipt in this regard. In case of violation, penalty amounting to Rs. 50,000/- per haji will be imposed on Service Provider.	Minor
C(V)	The Service Provider shall not book the pilgrims over and above the quota allocated to the HGO, failing which the hajj quota to the extent of two times of the number of Hujjaj booked over and above the allocated quota, shall be reduced. In case of repetition, the penalty of reduction of Hujjaj shall be increased.	Major
C(VI)	Service Provider shall not book any Haji through any agent/sub-agent/institution etc. Besides, Service provider shall not be involved in arranging Mujamla or visit/business visa. In case of booking through agent, the HGO will be liable to refund differential amount to the Haji. And in case of booking of Haji on Mujamla or visit/business visa, the Hajj quota shall be reduced to the extent of Hujjaj booked on the said visas on permanent basis.	Major
C(VII)	Management of the HGO shall not get involved in booking of Hujjaj, except for his own company. In case of violation, the management/director/representative of company shall be banned/debarred for Hajj Business for one (01) year.	Major
C(VIII)	Service Provider shall not book Hujjaj before allocation of quota by the Ministry failing which the company shall be treated as void.	-
C(IX)	The Service Provider shall ink an agreement with each Hajji at the time of his booking covering all terms & conditions, such as package, distance of	Major

Clause	Description	Nature of Penalty
	accommodations from Harams, airline, meal & Ziarat arrangement, transport facility (model of buses should clearly be mentioned) and educate the Hujjaj in Hajj training including facilities to be provided as per agreed package including facilities in Mashair like living capacity in tent, cooling system (desert cooler or AC) menu of food, bedding, transport etc. The agreement shall either be signed by the Haji or his thumb impression be affixed. In case of violation, the difference of amount as per agreed facilities shall be refunded to the respective Hujjaj plus fine/penalty as deemed appropriate by the Ministry. Hard copies of agreements with Hujjaj will also be provided to the Ministry of Religious Affairs.	
C(X)	Substitution will be allowed to the Service Provider up to 5% of its quota with the condition that dropped out haji has no objection for his substitution. However, in family cases the permissible limit of substitution will be relaxed on case to case basis. In case of violation, hajj quota equal to 5 Hujjaj per fake substitution will be reduced including any other action as per this agreement. The service provider shall refund all amount to substituted haji, in case of violation a fine, as deemed appropriate, will be imposed by the Ministry.	Major/ Minor
C(XI)	The Service Provider will publish a booklet/handbill, to be handed over to each applicant, desirous to perform Hajj, which shall contain all details of expenses, chargeable and all the facilities, to be provided to them during transit from Pakistan to KSA and within KSA while performing Hajj including transport, lodging boarding, provision of food and other facilities required of them. In case of violation, a penalty as deemed appropriate will be imposed.	Major
D	Accommodation Arrangements	
D(I)	The Service Provider shall upload agreement of building(s) on HGO-MIS (first page only). In case of failure penalty of Rs. 100,000/- will be imposed on the Service Provider.	Minor
D(II)	The accommodation to the Hujjaj shall be provided by the service provider in the building/hotel for which information have been uploaded on Saudi government e-Hajj system, HGO-MIS and service provider's website. In case of violation, the differential amount as per agreed provided facilities should be refunded to the respective Hujjaj during hajj operation at KSA and the MORA & IH shall impose penalty equal to the refunded amount.	Minor

Clause	Description	Nature of Penalty
E	Travel Arrangements	
E(I)	The Service Provider shall arrange travel arrangement for the Hujjaj as agreed in the individual Hajj package and duly confirmed to the Hujjaj at least 15 days prior to departure of Hajj flight except in substitution cases. In case of violation, penalty amounting to Rs. 50,000/- will be imposed on the Service Provider, along with refund of differential amount on actual of air fare to the Hujjaj or any other penalty as deemed appropriate.	Minor
E(II)	Every HGO will furnish to the Ministry a certificate/evidence from the Airlines/IATA/Passenger Sale Agent (PSA) having purchased tickets for all of its Hujjaj and in case fails to avail the booked flight, "No Show" charges what so ever shall be borne either by the Service Provider or by the Haji and it should be clearly mentioned in the package to be signed with each Haji. In case of violation, penalty amounting to Rs. 50,000/- will be imposed on the Service Provider.	Minor
E(III)	Every group of 30 or more Hujjaj shall be accompanied with one representative of the service provider failing which penalty of Rs. 100,000/- will be imposed.	Minor
E(IV)	The Service Provider shall provide identity card of his own company to each pilgrim containing Name, Passport No., KSA Building Address, Maktab No, Pakistani Contact No, Hajj Application No., HGO Name and Enrollment No., Pakistan Hajj Mission Contact No, and KSA Contact No. of Service Provider and its representative etc as per specimen provided by the Ministry. In case of violation, penalty amounting to Rs. 50,000/- will be imposed on the Service Provider.	Minor
F	Administrative Arrangements.	
F(I)	The Service Provider shall be responsible for affixation of Hajj visas of his Hujjaj from the Saudi Embassy in Islamabad and Karachi in co-ordination of MORA & IH.	--
F(II)	The Service Provider shall be responsible to upload hajj requisite information on e-Hajj portal for issuance of visa well within the specified time. In case of violation, penalty amounting to Rs. 100,000/- will be imposed on the Service Provider	Minor
F(III)	Chief Executive or Director of the company shall remain with his group	Major

Clause	Description	Nature of Penalty
	throughout the stay of Hujjaj in KSA; failing which 10% quota of the HGO will be reduced and in case of repetition, quota of the HGO shall be cancelled permanently.	
F(IV)	The Service Provider shall depute two experienced attendants, other than CE/Director, (One from Pakistan and one local Khadim from KSA) up to 100 Hujjaj for proper look after of the Hujjaj. In case of violation, penalty amounting to Rs. 200,000/- will be imposed on the Service Provider.	Minor
F(V)	The Service Provider shall upload information on HGO-MIS pertaining to accommodation, contact number of staff in KSA, travel itinerary within 72 hours of its arrival in KSA. In case of wrong information, 10% quota of the HGO will be canceled for one year.	Major
F(VI)	The Service Provider will deposit Rs. 5000/- per pilgrim one time in the Bank, if not deposited earlier, or deposit of bank guarantee @ Rs. 20,000/- per pilgrim at the time of receipt of hajj forms a contribution in the Hajj Compensation Fund's account as prescribed in the Hajj policy and other dues i.e. Service charges, Muhafiz Fund, compulsory Hajj dues (if any), vaccination charges etc, at the time of submission of application forms in respect of Hujjaj of his/her Group. In case of non-deposit, the concerned HGO shall not be allowed for booking of Hujjaj and as such quota shall not be allotted. This will be applicable only in case of allocation of hajj quota to newly enrolled HGOs or enhancement of quota of the existing HGOs.	--
F(VII)	The Service Provider will deposit Performance Guarantee in the form of bank/cash guarantee @ 5% (10% for new entrants/HGOs) of total package × total allocated hajj quota, valid for one year, along with Compulsory Hajj Dues / service charges at the time of submission of Hajj Application Forms. In case of failure, hajj quota of the Service Provider will be deemed suspended along with deduction of 10% quota in the next year.	Major
F(VIII)	The Ministry will allow the Chief Executive or Director of the HGO duly nominated by CE for issuance of multiple visa to KSA for making arrangements in Saudi Arabia for Hujjaj.	--
F(IX)	Efforts will be made to resolve and settle the complaints of Hujjaj in KSA. For this purpose, dispute/complaint resolution committee comprising officers of	--

Clause	Description	Nature of Penalty
	the Ministry and representative of HOAP may resolve the issues of Hujjaj during Hajj, both in Makkah and Madinah. Any complaints settled / resolved and placed on the record of the Committee, shall not be reopened in Pakistan. However, un-settled complaints shall be placed before CDC in Pakistan.	
F(X)	The Service Provider shall ensure to get surety from their respective Hujjaj for not skipping in Saudi Arabia and return within due course of time failing which the service provider shall be liable to penalty which may leads to blacklisting of HGO.	Major
F(XI)	Incorrect Information: The Service Provider shall diligently fill in the Hajj Application Form, individual Hajj agreement, Registration Form, Summary Form, Logistic Form; the service provider is also bound to provide all these requisite information sought by the ministry. In case any information provided is found incorrect / concealed / delayed/ withheld at any time, a penalty of 10% deduction in quota shall be imposed as the case may be, proved as such.	Major
F(XII)	Nominees Information: The service provider shall provide correct information in respect of nominee of the intending pilgrim which must be his next with his / her consent otherwise quota shall be reduced equivalent to the number of wrong entries or any other penalty as deemed appropriate.	Major
G	Post Hajj requirements	
G(I)	The Service Provider shall provide financial statements duly authenticated by the Auditors as and when asked by the MORA & IH; otherwise quota may be withheld.	Major
G(II)	The Service Provider shall be bound to provide filled in Feed back forms of its at least 40% Hujjaj within stipulated time to the Ministry. The Ministry may check the authenticity of feedback forms & shall release the performance guarantee within 60 days of receipt of feedback. In case of bogus/fake forms, appropriate action which may lead to deduction of quota, will be taken.	Major
G(III)	HGO will provide post-Hajj proforma along with documentary evidence of expenditure (if required) in respect of accommodation (Makkah, Madina, Azizia, Mashair), Maktab charges, Airfare, Food (Makkah, Madina, Azizia, Mashair), transport (intercity, intra city, Mashair) to the Ministry with documentary evidence; within 30 days after culmination of its hajj operation failing which	

Clause	Description	Nature of Penalty
	quota of the HGO shall remain suspended.	
G(IV)	The Service Provider will conduct a post Hajj meeting and submit report within Two Months after Hajj in KSA or Pakistan. Schedule of the meeting will be communicated to concerned Director Hajj as well as Monitoring Section of the Ministry. In case of violation a penalty of Rs. 1000/- per haji will be imposed on the Service Provider.	Minor
H	General Rules & Regulations.	
H(I)	Performance assessment of HGOs will be carried out any time with prior notice to the concerned Service Provider with intimation to HOAP.	--
H(II)	The Service Provider shall abide by the rules, regulations and the instructions issued by Government of Pakistan and KSA from time to time. In case of violation penalty commensurate to violation shall be imposed.	Major
H(III)	The service provider shall implement the Orders of Honorable Supreme Court of Pakistan dated 22-2-2017 in C.P. No. 1099 of 2016 and all similar Orders of Honorable Courts issued from time to time regarding Hajj arrangement, in letter and spirit. In case of violation, action will be taken in the light of said Order(s).	Major
H(IV)	The Service Provider shall ensure that multiple entry visas shall be utilized as per Saudi Taleemat and instructions of Government of Pakistan.	--
H(V)	Adequate training programs not less than two will be arranged by the Service Provider at its respective areas/regions for its Hujjaj not less than 02 at its own cost and provide a copy of the schedule of the training program with confirm dates to the Hajj Wing of the Ministry and concerned Hajj Directorate well before the start of the training program. The training programs arranged would include training of Manasik Umrah & Hajj. The HGO shall explain Manasik Umrah & Hajj to the Hujjaj in Hajj training session facilities to be provided as per agreed package including facilities in Mashair like living capacity in tent, cooling system (desert cooler or AC) menu of food, bedding, transport etc. Moreover, the service provider will upload exact date, time and venue of training on HGO-MIS. In case of violation penalty of Rs. 200,000/- will be imposed on the Service Provider.	Minor
H(VI)	This Agreement shall be governed by the laws of the land and the Courts in Pakistan shall have the exclusive jurisdiction to adjudicate upon the cases in this	--

Clause	Description	Nature of Penalty
	regard.	
H(VII)	The Service Provider will abide by the terms and conditions, prescribed or any additional conditions to be prescribed thereafter by the Ministry of Religious Affairs & IH, Government of Pakistan and Kingdom of Saudi Arabia.	
H(VIII)	Any fraudulent act of default or forgery on the part of Service Provider will be penalized permanent blacklisting and acquiring of company as well as criminal offence dealt with criminal proceedings.	Major
H(IX)	Decision of MORA & IH regarding interpreting clauses of this Service Provider Agreement shall be considered as final.	
H(X)	The complaint of Hujjaj, if any, against the Service Provider will be disposed by Complaint Disposal Committee (CDC), having its jurisdiction to impose one or more penalties for violation of SPA. The Committee will be guided by the punishments provided in SPA but will have the powers to award major or minor punishments, not mentioned in previous clauses. Three minor penalties would be treated equal as one major penalty, to be decided accordingly by CDC.	
H(XI)	Collaborative arrangement is permissible subject to the condition that each HGO in collaborative arrangement will book Hujjaj itself independently for its company and keep its identity meaning thereby that CE/Director and attendants as required in SPA shall remain with Hujjaj during their stay in KSA; failing which 10% quota will be reduced. Collaborative arrangement shall be allowed subject to same package and services.	

I have read and understood Service Provider Agreement – 2018 and undertake that all activities of HGOs shall be governed under clause-19 of Hajj Policy 2018 i.e. general conditions of HGOs. I have no objection to the Quota allocated to the HGO namely M/s _____ for Hajj 2018. I shall abide by the provisions of transportation of Hujjaj to KSA as well as other terms and conditions, prescribed or any additional conditions to be prescribed thereafter by the Ministry of Religious Affairs & IFH, Islamabad and Kingdom of Saudi Arabia, for providing services to the Hajjis during Hajj 2018.

Dated: _____

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for and on behalf of
Government of Pakistan

(Chief Executive)
Signature and thumb impression
for and on behalf of M/s _____

Signature & Thumb impression of all Directors of the Company:

Sr #	Name	Signature	Thumb Impression
1			
2			
3			
4			