

Most Immediate

Government of Pakistan
Ministry of Religious Affairs & Interfaith Harmony

No. 1(4)/2016-Monitoring

Islamabad, the 29th April, 2019

All Chief Executives,
Hajj Group Organizers (HGOs)

Subject: **PROVISION OF DOCUMENTS AND AFFIDAVIT REGARDING BOOKING OF 5% HUJJAJ AT GOVERNMENT HAJJ PACKAGE BY QUOTA HOLDER HGOs FOR HAJJ-2019**

Reference this Ministry's letters of even number dated 29-03-2019 and letter No. 1(4)/2016-Monitoring dated 09-04-2019 on the subject captioned above.

2. Find enclosed herewith a copy of agreement to be signed with Service Provider for Hajj-2019. All the qualified HGOs who have submitted the mandatory documents as required vide letter quoted above are directed to provide the SPA duly signed by the Chief Executive and all Directors of the Company on **Stamp paper amounting to Rs500** to the respective Hajj Camps **till 3rd May, 2019 (Friday)**. Further, this may also be uploaded on the HGO-MIS link with hardcopy duly endorsed to this Ministry.

3. If any HGO, fails to comply with the above mentioned requirement/condition, will not be considered for allocation of Hajj Quota for Hajj-2019.

(M. Sajjad Haider)

Section Officer (HGO)

Encl: As above

Copy to:-

1. Director (Hajj) Peshawar/Islamabad/Lahore/Multan/Karachi/Quetta
2. AD (IT) – with the request to upload it on the website of this Ministry.
3. Section Officer (Monitoring)
4. Chairman HOAP for compliance.

AGREEMENT WITH SERVICE PROVIDER FOR HAJJ-2019

This Agreement is made on this Day ____ of ____, 2019 between the President of Islamic Republic of Pakistan through the Ministry of Religious Affairs & Interfaith Harmony, Islamabad (hereinafter called "Government of Pakistan" and M/s _____ (Pvt) Ltd. Hajj Enrollment No. _____ & Munazam No. _____ (hereinafter called the Service Provider) and also referred to individually as a 'Party' and collectively as 'the Parties'.

WHEREAS, the Government of Pakistan intends to facilitate the Pakistani Hujjaj, who performs Hajj (Pilgrimage) under Private Hajj Scheme, Ministry of Religious Affairs and Interfaith Harmony through authorized Hajj Tour Operators for Hajj 2019 in accordance with the Hajj Policy and Plan 2019.

AND WHEREAS, the Service Provider has agreed to provide facilities to its pilgrims on mutually agreed terms and conditions through a separate agreement with the intending pilgrims.

NOW, THEREFORE, the Service Provider is agreed as following:-

Clause	Description	Nature of Penalty
A	Office Structure	
A(I)	The Service Provider shall keep its independent office well established, equipped with Computer, Internet, Telephone facilities and technical staff located at accessible commercial location(s) and shall also display specific sign board duly approved by the Ministry with complete registered company name including Hajj Registration License number, Saudi Munazzam No, telephone number and functional website's address at prominent place outside the office.	MAJOR
A(II)	The Service Provider shall properly maintain / update fully functional website of the company on permanent basis having company profile, details of management, hajj package(s) (duly approved by MORA&IH and valid contact numbers for Hajj bookings). In case of non functional website penalty up to Rs. 200,000 will be imposed on the service provider.	MINOR
B	Hajj Package	
B(I)	The Service Provider may offer up to two packages for each maktab.	

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	However, the Service Provider will be allowed to opt for four packages out of approved Hajj packages if he gets two separate maktab. In addition the Service Provider may request MORA&IH for approval of separate package, if any provided the facilities in the package must not be available in approved packages alongwith complete breakup. The agreed additional facility (upto 10% of Hajj Package) will be provided to the pilgrims on additional payment. The detail of additional facilities and amount charged against the facilities must mention in Hajj Application Form/HGOMIS/Haji Agreement. In case of violation 10% quota will be deducted for next year Hajj.	MAJOR
B(II)	In the light of judgment of Honorable Supreme Court of Pakistan in C.P. No. 1099 of 2016 dated 22-2-2017, the service provider shall display copy of Recognition Letter issued and copy of approved packages by MORA at prominent place inside their office premises. Failing which penalty up to PKR100,000 will be imposed.	MINOR
B(III)	The Service provider shall upload estimated detailed break up of package(s) on HGO-MIS. In case of violation penalty Up to Rs. 100,000/- will be imposed on the service provider.	MINOR
B(IV)	The Service Provider will not charge any amount from the intending pilgrims 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 for next year Hajj.	MAJOR
C	Hajj Booking.	
C(I)	The Service Provider shall book Pakistani citizens only having valid machine readable Pakistani passport. Further to ensure economy of financial package as per recommendations of competition commission of Pakistan in Dosani case, each service provider shall book 5% of Hujjaj @ Government Hajj package excluding the ten (10) approved packages failing which hajj quota of the service provider shall be cancelled.	MAJOR

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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 Service Provider can book Hujjaj of another Province not exceeding 25% of the quota. The limit for ICT based Service Providers would not be more than 50%. However, there shall be no restriction of booking of Hujjaj belonging to AJK and Gilgit-Baltistan by Service Provider 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.	MINOR
C(III)	The Service Provider shall neither sell his quota nor purchase any quota from other Service Providers. In case of any evidence received in this regard, from any source, the MORA&IH has the right to conduct Special Performance Inquiry of defaulter Service Provider(s). In case the allegation is established, the Hajj quota of the Service Provider will be cancelled permanently. Further the HOAP will also provide undertaking to the effect that each service provider are being conduct the Hajj operation at their own. In case any service provider are found involved in subletting its Hajj quota, the 10% of Hajj quota of management of HOAP of the concern zone from which the defaulter HGO belongs shall be reduced for the reason of having no supervision and control over its member.	MAJOR
C(IV)	The service provider shall conduct hajj booking through company's bank accounts in the scheduled bank branch. The Service provider will also issue its own receipt in this regard. In case of violation, penalty amounting Rs. 100,000/- per affected haji/family 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 Service provider, failing which the hajj quota to the extent of	MAJOR

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	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.	
C(VI)	Service Provider shall not book its Hujaj for Hajj through Mujamla or Visit / Business visa either himself or through any agent/sub agent. In case of booking through agent, the Service Provider 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 number of Hujjaj booked on Mujamla / visit / business visa on permanent Basis.	MAJOR
C(VII)	Management of the Service Provider shall not get involved in booking of Hujjaj, except for his own company. In case of violation, the management and company shall be banned /debarred for Hajj Business for one (01) year.	MINOR
C(VIII)	Service Provider shall not book Hujjaj before allocation of quota by the Ministry failing which any such booking shall be treated as void and the company shall be issued a warning alongwith fine of Rs.200,000.	MINOR

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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 accommodations from Harmain Shareefain, airline, meal & Ziaaraat arrangements, transport facility and educate the Hujjaj in Hajj training about 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 Mehram/Guardian and his/her thumb impression be affixed. In case of violation, the difference of amount in respect of agreed facilities (as per breakup available on HGOMIS) shall be refunded to the respective Haji alongwith fine/penalty as deemed appropriate. Hard copies of agreement must be provided to the Haji for his record. Further any change in the agreement with the consent of the Haji should be updated/reviewed subject to any requirement/adjustment on demand by the haji(s) and shall also be uploaded on HGOMIS link.	MAJOR
C(X)	Substitution will be allowed to the Service Provider up to 10% of its quota with the condition that dropped out haji has no objection and have been refunded as per agreement. However, in family cases the permissible limit of substitution will be relaxed on case to case basis. In case the substitution is made without the consent and no refund is paid to the effected haji, the hajj quota of the service provider equal to the number of such substitution shall be reduced including fine as deemed appropriate.	MAJOR
C(XI)	The Service Provider shall provide a booklet/handbill and hajj guide books, to each haji containing all details as per agreed package failing which a fine of Rs.50,000 will be imposed on the Service Provider.	MINOR
D	Accommodation Arrangements	

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D(I)	The Service Provider shall upload agreement of building(s) on HGO-MIS (first page only). In case of failure penalty Up to Rs.100,000 will be imposed.	MINOR
D(II)	The accommodation to the Hujjaj shall be provided by the service provider in the building/hotel for which information has been uploaded on Saudi government e-Hajj system/HGO MIS system. The Change in building/hotel will be allowed if Saudi Taleemat are adhered by the service provider. In case of violation the hajj quota of the service provider will be suspended for next year to extend of affected hujjaj who are accommodated in other hotel/building without adhering Saudi Taleemat and without consent of the Haji.	MAJOR
E	Travel Arrangements	
E(I)	The Service Provider shall arrange travel arrangements for the Hujjaj as agreed in the individual Hajj package and duly confirmed to the Hujjaj at-least 10 days prior to departure of Hajj flight. This will not applicable to substitution cases. In case of violation, penalty of 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)	Service Provider will furnish to the Ministry a certificate/evidence from the Airlines/IATA/Passenger Sale Agent(PSA) having purchased returned tickets for all of its Hujjaj and in case of failure 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/agreement to be signed with each Haji. In case of failure on the part of Service Provider penalty amounting equal to the return ticket per affected haji will be imposed on the Service Provider.	MINOR

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E(III)	Every group of 30 or more Hujjaj shall be accompanied with one representative of the service provider and this responsibility should not be reposed on hujjaj 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. In case of violation the Service Provider will be liable to pay an amount (double) of his package to the effected haji and the Hajj quota of the Service Provider will also be reduced corresponding to the effectee hujjaj.	MAJOR
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/Director/ Company's staff shall remain with his group throughout the stay of Hujjaj in KSA. This will not absolve the C.E/Director not to travel for hajj. Failing which penalty equal to Hajj package of the company will be imposed on Service provider and in case of repetition, quota of the Service Provider shall be cancelled permanently.	MAJOR
F(IV)	The Service Provider shall depute two experienced attendants, other than CE/Director, (One from Pakistan and one local Khadim from KSA) for 100	MINOR

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	Hujjaj. For Service Providers with quota of 50 Haji, CEO or Director or one local khuddam condition may be applied. In case of violation, penalty amounting to Rs. 200,000/- will be imposed on the Service Provider.	
F(V)	The Service Provider shall upload information on HGO-MIS pertaining to accommodation, contact numbers of staff in KSA within 96 Hours of its arrival in KSA. In-case of wrong information PKR 100,000 shall be imposed on service provider.	MINOR
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 (as per Hajj Policy 2019) and other dues i.e. Service charges, Muhafiz Fund, vaccination charges etc, in respect of Hujjaj of his/her Group. In case of non-deposit, the concerned service provider 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 service providers. The HCF Rules for Operationalization shall be framed by MoRA&IH in consultation with HOAP before Hajj 2019.	MAJOR
F(VII)	The Service Provider will deposit Performance Guarantee in the form of bank/cash guarantee @ 5% (10% for new entrants/ Service Providers) of total package x total allocated hajj quota, valid for one year, along with service charges at the time of submission of Hajj Application form. In case of failure, hajj quota of the Service Provider will be deemed suspended alongwith deduction of 10% quota in the next year.	MAJOR
F(VIII)	The Ministry will allow the Chief Executive or Director of the Service Provider 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.	

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	For this purpose, dispute /complaint resolution committee comprising officers of 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 Complain Disposal Committee CDC comprising of MORA&IH and HOAP 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 lead to blacklisting of Service Provider.	MAJOR
F(XI)	<u>Incorrect Information:</u> 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 / withheld at any time, a penalty of reduction of 10% quota shall be imposed as the case may be, proved as such.	MAJOR
F(XII)	<u>Nominees Information:</u> 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 (audit report) duly authenticated by the Auditors as and when asked by the MORA & IH failing which quota of the Service Provider will be with held.	MAJOR

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G(II)	The Service Provider shall be bound to provide filled in Feedback 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)	Service Provider will provide post-Hajj Performa 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 quota of the Service Provider shall remain suspended.	MAJOR
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 Its. 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

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H(III)	The service provider shall implement the Orders of Honorable Supreme Court Major 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. 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 and 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. The service provider will maintain attendance of hujjaj participated in the training program and endeavor participation of 100% hujjaj to get training. 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 regard after the decision of CDC and Appellant Committees	--
H(VII)	The Service Provider will abide by the terms and conditions, prescribed or any additional conditions to be prescribed thereafter by the MORA&IH, Government of Pakistan and Kingdom of Saudi Arabia.	
H(VIII)	Any fraudulent act of default or forgery by service provider on account of Hajj arrangements in Pakistan or KSA on the part of Service Provider will be treated as criminal offence for which the management of the company shall	MAJOR

	be liable for blacklisting for next year.	
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 only 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/ Authorized Representative/attendants (such responsibility shall not repose on hujjaj to manage together in collaboration) shall remain with Hujjaj during their stay in KSA; failing to maintain / justify independent identity by the service provider 10% quota will be reduced for one year. Collaborative arrangement shall be allowed subject to same package/POD/services (provided that such arrangement is not violative to the spirit of basic benchmark of respective package(s) offered by respective service provider).	

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I have read and understood Service Provider Agreement - 2019 and undertake that all Quota activities HGOs shall be governed under clause-18 of Hajj Policy 2019 i.e. general conditions of HGOs. I have no objection to the Quota allocated to the HGO namely of M/s. _____ for Hajj 2019. 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 2019. Dated: __th July 2019

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.			

[Handwritten Signature]
D/S (H)
29.4.2019

[Handwritten Signature]
M/W
S.J.S (H)

[Handwritten Signature]
Sanjiv Lal S/O HGO
29.4.2019.
29.4.2019.

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A0 (DNF) 29/4/19

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AD (IT) 29/4/19