

SERVICE PROVIDER AGREEMENT-2023

This Service Provider Agreement (SPA) is made on this Day ____ of _____, 2023 at Ministry of Religious Affairs & Interfaith Harmony, Islamabad (hereinafter referred to as MORA&IH) between **MORA&IH** and M/s _____ (Pvt) Ltd. Hajj Enrollment No. _____ & Munazam No. _____ (hereinafter called the **Service Provider**).

The main purpose of this Agreement is to regulate and monitor the Hajj operation 2023 of Service Provider, in accordance with the terms and conditions mutually agreed as under: -

1. Definitions: In this Agreement, unless provisions of Hajj Policy 2023 provides otherwise:

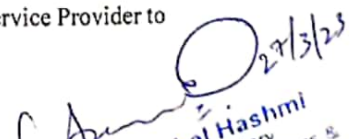
- i. **Appellate Committee** means the committee constituted by the Secretary, MORA&IH to entertain appeals against the decision of Complaint Disposal Committee (CDC) within a specified period of time.
- ii. **Blacklisting** means to debar/ban Service Provider and its management from conducting Hajj business, either permanently or for a specific period of time.
- iii. **Complaint** means any grievance with relevant information or evidence lodged by a pilgrim against the Service Provider relating to Hajj
- iv. **Complaint Disposal Committee (CDC)** means the committee constituted by the Secretary, MORA&IH to entertain complaints and its disposal thereof. The decision of CDC can be appealed before the Appellate Committee by the complainant or the Service Provider within 30 days of the receipt of the decision.
- v. **Forfeiture** means confiscation of performance guarantee in favor of MORA&IH on unsatisfactory performance or violation of the SPA by the Service Provider.
- vi. **Hajj Group Organizer (HGO)** means a company duly licensed and registered with MORA&IH, with quota, as Service Provider to the pilgrims;
- vii. **Hajj Package** means the cost of Hajj and allied facilities duly approved by MORA&IH.
- viii. **Hajj Quota** means allocated number of pilgrims by MORA&IH to a Service Provider/HGO for performance of Hajj in a particular year
- ix. **Hardship** means any unforeseen mishap or situation faced by the Service Provider restraining it from provision of facilities to an intending pilgrim as per the agreement.
- x. **HOAP** means Hajj Organizer Association of Pakistan.
- xi. **HGO Management Information System (HGOMIS)**; means the software prepared and maintained by Ministry for Data Management of HGO and the Pilgrim.
- xii. **Daily Quota Utilization Regime (DQUR)** means the explicit display/express of pilgrim quota by HGO as allocated by MORA&IH on the conspicuous place of his office as well as on its website. Moreover, HGO shall also update quota utilization on HGO-MIS on daily basis.
- xiii. **Mujamla Visa** means Hajj visa issued by the Embassy of KSA in Pakistan apart from country's own Hajj quota.
- xiv. **Monitoring** means overseeing by monitoring teams of the Ministry, the arrangements and services provided by the Service Provider to the pilgrims during Hajj operation both in Pakistan and in KSA as per Service Provider Agreement (SPA), individual agreements with Hujjaj and the duly approved Hajj Packages.
- xv. **Performance Guarantee** means an amount deposited by a Service Provider, in the form of cash/bank/insurance guarantee (Takaful) (issued by a company having AA rating) for performance of Hajj operation to the satisfaction of the MORA&IH.
- xvi. **Pilgrim** means a person who signs an agreement with the Service Provider for performance of Hajj within HGO quota having HGO receipt.
- xvii. **Subletting** means sale and purchase of Hajj quota or operation of Hajj by a Service Provider to any other person or Service Provider without approval of MORA&IH.

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2. **Penalties** mean punishment to be awarded to Service Provider/HGO on account of violation under this SPA. The penalties are classified into two categories i.e., Major and Minor penalty.
- Major penalty** shall include permanent or temporary blacklisting of Service Provider, suspension, cancellation or rescinding of license for specific period, reduction of Hajj quota for a period decided by the committees, forfeiture of performance guarantee/insurance from the insurance company
 - Minor penalty** shall include fine proportionate to violation, warning on account of violation of clauses of agreement. The CDC and Appellate Committees shall have absolute authority to pass order for compensation to the aggrieved party.
3. **Terms and Conditions:** The following terms and conditions shall constitute the integral part of the SPA

Clauses		Penalty
A.	OFFICE STRUCTURE	
1.	The Service Provider shall keep its independent office well established, equipped with computer, internet, telephone facilities and technical staff located at accessible but non-residential location(s) and shall also display a sign board with registered company name, including Hajj Registration License number, Saudi Munazam number, telephone number and functional website address (as per record maintained at the Securities and Exchange Commission of Pakistan) at prominent place outside the office approved by MORA&IH.	(MAJOR)
2.	The Service Provider shall properly maintain and update website of the company on permanent basis having company profile, details of management, Hajj Package (s) duly approved by MORA&IH, valid contact numbers for Hajj bookings.	(MINOR)
B	HAJJ PACKAGE	
1.	The Service Provider is allowed to opt for <u>four</u> packages (maximum) out of approved Hajj Packages. In addition, the Service Provider may request MORA&IH for approval of separate packages, if any, provided the facilities in the packages must not be available in approved packages along with complete break up. The details of the additional facilities up-to 20% of respective package and amount charged against the facilities must be mentioned in the Hajj Application form, HGO-MIS and agreement with each pilgrim.	(MAJOR)
2.	In the light of judgment of the Honorable Supreme Court of Pakistan passed in C.P No 1099 of 2016 dated 22.02.2017, the Service Provider shall display a copy of Recognition Letter issued and a copy of approved packages by MORA&IH at prominent place inside its office premises and website.	(MINOR)
3.	The Service Provider shall provide estimated detailed breakup of the opted Package(s); as and when required by MORA.	(MINOR)
4.	The Service Provider shall not charge over and above the Hajj package approved by MORA&IH.	(MAJOR)
C	Hajj Booking	
1.	The Service Provider shall only book Pakistani citizens having valid machine-readable Pakistani passport.	(MAJOR)
2.	The Service Provider shall reserve 50% of its total quota for Sponsorship Scheme as per policy.	
3.	The Service Provider shall make sure that Hajj dues under the Sponsorship Scheme are deposited in foreign currency remitted from abroad and shall provide bank statements of the Hajj dues to the Ministry for ascertaining the same. MORA will facilitate opening of foreign currency account for Hajj Purpose	

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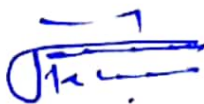


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4.	In case any Service provider is unable to utilize the quota of Sponsorship Scheme then it has to take special permission from the Ministry for booking the remaining quota in PKR.	
5.	The Service Provider shall book Hujjaj from Province for which the license has been granted and shall arrange departure of Hujjaj from the nearest place of departure /airport subject to its agreement with Hujjaj. In exceptional circumstances, the Service Provider can book Hujjaj of another Province not exceeding 50% of the quota allocated. The limit of Islamabad Capital Territory (ICT) based Service Providers would not be more than 50% quota allocated to the Service Provider. Moreover, there shall be no such restriction of booking of Hujjaj belonging to AJK and Gilgit-Baltistan by Service Provider based in Islamabad. Overseas Pakistani shall be exempted from this restriction.	(MINOR)
6.	The Service Provider shall not sell or purchase or sublet its assigned quota to or from other Service Providers/person/agents. However, under the sponsorship scheme, HGO is allowed to book Overseas Pakistanis through service provider/person/agent.	(MAJOR)
7.	The Service Provider shall conduct Hajj booking through HGO-MIS, receive Hajj dues through company's bank accounts provided to the MORA and also issue system generated receipts of HGO-MIS to the intending pilgrims.	(MAJOR)
8.	The Service Provider/Chief Executive/Director shall not issue manual receipt of Hajj dues to any pilgrim, over and above allocated quota, failing which the HGO shall be permanently blacklisted and its quota be auctioned and criminal proceedings shall be initiated against the defaulter Service Provider.	(MAJOR)
9.	The Service Provider shall not book the pilgrims over and above the quota allocated to the service provider and in case of failure twice the number of the Hujjaj booked over and above the allocated quota, shall be reduced from the HGO's quota and criminal proceedings shall be initiated against the defaulter Service Provider in addition to any other penalty imposed by CDC/Appellate Committee. Moreover, any loss to the Hujjaj on account of over and above booking shall be borne by the HGO through cash/bank/insurance guarantee within one month. In case of non-compliance, the HGO shall be blacklisted and its quota shall be at the disposal of the Ministry. Daily Quota Utilization Regime (DQUR) HGO shall explicitly display/express pilgrim quota allocated by MORA&IH on the conspicuous place of his office as well as on its website. Moreover, HGO shall also update quota utilization on HGO-MIS on daily basis.	(MAJOR)
10.	Service Provider shall not book Hujjaj prior to uploading of list of eligible HGOs along with quota on the MORA&IH's website.	(MAJOR)
11.	Service Provider shall not book pilgrims for Hajj through visit / business visa himself or through any agent / sub-agent.	(MAJOR)
12.	The Service Provider shall sign an agreement (covering all the details and facilities including Airline, accommodation transportation, food etc. as per the Hajj package) with each pilgrim at the time of booking and shall provide a copy of the same to the pilgrim as well as upload on HGO-MIS. Further, any change in the agreement with the consent of the Haji shall also be uploaded on HGO-MIS link.	(MAJOR)
13.	The Service Provider shall inform the MORA&IH about all its substitution (not exceeding 20% of quota) cases and shall upload and update on HGO-MIS on or before specified date by MORA&IH. However, if the permissible limit of substitution exceeds 20%, it may be relaxed on case to case basis by MORA&IH	(MINOR)

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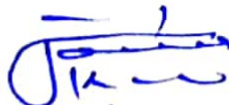


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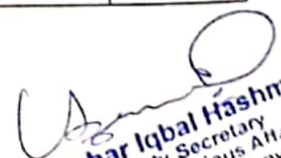
14.	Substitution will be allowed with the condition that dropped out Haji has no objection and has been refunded as per agreement. To this effect a written statement is required from the dropped-out Hajji, to be submitted by the Service provider to the Ministry. However, if intended haji after issuance of Hajj visa intentionally or due to any reason did not travel for Hajj and substitution was not availed, refund will be made after deduction of non-refunded amount of the package.	(MAJOR)
15.	The Service Provider shall also provide a Hajj book (details about Manasik-e-Hajj) as per agreement to each pilgrim well before proceeding to KSA. The Service Provider should upload all detail of the facilities on HGO-MIS.	(MINOR)
16.	Lady pilgrims shall not be booked without Mehram (Except the lady pilgrims of Fiqah Jafria above the age of 45 years).	(MAJOR)
17.	The Service Provider as per SOPs of government shall obtain and upload following: Valid medical certificate including no pregnancy certificate in case of female pilgrim that she does not have pregnancy of more than five (05) months at the time of departure to KSA for Hajj, issued by authorized Federal / Provincial Government / semi government / armed forces / autonomous bodies / corporations' hospitals. COVID-19 vaccination certificate as per instructions/Taleemat issued by KSA authorities.	(MAJOR)
D	ACCOMMODATION ARRANGEMENTS	
1.	The Service Provider shall upload building and hotel agreements on HGO-MIS	(MAJOR)
2.	The accommodation to the Hujjaj shall be provided by the Service Provider in the building/ hotel for which information has been uploaded on KSA E-Hajj System/ HGO-MIS system. The change in building and hotel will be allowed if Saudi Taleemat / E-Hajj are adhered to by the Service Provide	(MAJOR)
E	TRAVEL ARRANGEMENTS	
1.	The Service Provider shall arrange travel arrangements for the intending pilgrim or his / her substitute as agreed in the Hajj Package and confirm the same to the pilgrim at least 05 (five) days prior to departure of Hajj flight. This will not be applicable to substitution cases and technical errors regarding E-Hajj.	(MINOR)
2.	Service Provider shall furnish to MORA&IH, a certificate or evidence from the Airlines /IATA Agent /Passenger Sale Agent (PSA) having purchased returned tickets for all of its pilgrims and in case of failure to avail the booked flight "No Show" charges, whatsoever 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 – as and when required	(MINOR)
3.	Every group (number of pilgrims as per KSA SOP's) shall be accompanied with one representative of the Service Provider and this responsibility shall not be assigned to any pilgrim.	(MAJOR)
4.	The Service Provider shall provide identity card to each pilgrim containing Name, Passport number, KSA Building address, Maktab number, Pakistani Contact number, Hajj Application number, Service Provider Name & Enrollment number, Pakistani Hajj Mission Contact number, KSA Contact number of Service Provider and its representative etc as per specimen provided by the MORA&IH.	(MINOR)
F	ADMINISTRATIVE ARRANGEMENTS	
1.	The Service Provider shall be responsible to upload all Hajj related information on E-Hajj portal for issuance of visa within specified time.	(MAJOR)
2.	The Service Provider's Chief Executive or Director to travel to KSA for facilitation of Hujjaj and shall remain with his group throughout the stay in KSA.	(MAJOR)

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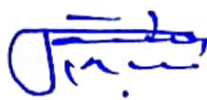


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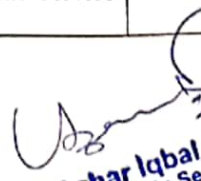
3.	In case of emergency, Chief Executive / Director can return to Pakistan under timely intimation to Monitoring Cell of MORA&IH at KSA. However, the company staff shall remain with Hujjaj.	(MAJOR)
4.	At least one experienced employee of the company for up to 99 or (number specified by KSA government) Hujjaj shall remain with his group throughout the stay of Hujjaj in KSA while at least two experienced employees, one from Pakistan and one local Khuddam from KSA, other than Chief Executive [Director shall remain with the group for 100 and above or (number specified by KSA government) Hujjaj.	(MAJOR)
5.	The HGO shall specifically mention the names of Ziaraat to be arranged in Makkah and Madina in Hajj agreement as well as during training sessions.	(MINOR)
6.	The Service Provider shall upload correct information pertaining to accommodation etc. contact numbers of its staff in KSA on HGO-MIS and also inform the Monitoring Cell within 72 Hours of its arrival in KSA, if not uploaded on HGO-MIS due to some technical reason.	(MAJOR)
7.	Service Provider shall deposit performance Guarantee @ 05% in case of existing HGO and @ 10% in case of new HGOs, of the packages (package x quota) in the form of Bank Guarantee / pay order/demand draft / insurance guarantee (Insurance guarantee (Takaful) (issued by a company having AA rating and accredited with IATA). The collective performance guarantee furnished by HOAP as per MOU shall be valid for one year or till final decision of the CDC only in case of those HGO against which complaints are under process for final decision of the CDC. (SOPs for insurance (takaful) guarantee shall be issued separately). On satisfactory performance of the Service Provider, the Bank Guarantee / pay order/demand draft / insurance guarantee shall be released accordingly.	(MAJOR)
8.	The Service Provider shall ensure to get surety from their respective Hujjaj in the Agreement Form for not skipping in Saudi Arabia and return within due course of time.	(MAJOR)
9.	The Service Provider shall furnish proof/certificate from HOAP that amount of 1% accommodation; as per Saudi Taleemat has been deposited with HOAP. Further, a certificate may also be provided that in case of failure, fraud, mishap with Hujjaj, the same shall be received from Takaful/insurance company through collective guarantee which will be responsible for payment of fine/compensation; so decided by the Ministry. (Management of such HGO shall be black-listed and quota of the said HGO will be at the disposal of the Ministry)	(MAJOR)
G	COMPLETE INFORMATION	
1.	The Service Provider shall diligently fill in the Hajj Application Form, individual Hajj Agreement, Registration Form, Summary Form and Logistic Form. The Service Provider is also bound to upload the same on HGO-MIS.	(MAJOR)
2.	The Service Provider shall upload correct information on HGO-MIS (Hajj Application Form) in respect of nominee of the intending pilgrim with his / her consent. The nominee should be next to kin of intending pilgrim or any other nominated by intending pilgrim.	(MAJOR)
H	POST HAJJ REQUIREMENTS	
1.	The Service Provider shall provide financial statements (audit report) annually duly authenticated by the Auditors as and when requisitioned by MORA&IH.	(MAJOR)
2.	The Service provider shall provide at least <u>35%</u> filled in feedback forms of Hujjaj of its allocated quota to this Ministry within a month time of completion of Hajj operation and the Ministry will release performance guarantee after 30 days subject to satisfactory performance of the Service Provider.	(MAJOR)

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3.	Service Provider shall provide post-Hajj Proforma along with documentary evidence(s) of expenditure (if required) in respect of accommodation (Makkah, Madinah, Azizia, Mashair) Maktab Charges, Airfare, Food (Makkah, Madinah, Azizia, Mashair), transport (inter-city, intra-city, Mashair) to MORA&IH within 30 days after conclusion of Hajj Operation.	(MAJOR)
I	GENERAL RULES & REGULATIONS	
1.	The Service Provider shall treat the Hujjaj with dignity and respect.	(MAJOR)
2.	The Service Provider shall abide by the Rules, Regulations and the Instructions issued by the Government of Pakistan and KSA from time to time.	(MAJOR)
3.	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 in letter and spirit	(MAJOR)
4.	The Service Provider shall conduct minimum two (02) Hajj Trainings with intending pilgrims and inform them about Manasik-e-Hajj and administrative matters including facilities in Mashair like living capacity in tent, use of toilets cooling system (desert cooler or AC), menu of food, bedding, transport etc. (as per Moassassah / Maktab) and as per agreed package. Moreover, the Service Provider shall also upload the schedule (i.e., date, time and venue) of trainings on HGO-MIS under intimation to concerned Directorate of Hajj and shall ensure 100% intimation to all intending pilgrims.	(MAJOR)
5.	Any fraudulent act on account of Hajj arrangements in Pakistan or KSA on the part of Service Provider shall be treated as a criminal offence.	(MAJOR)
6.	Collaborative arrangements shall be permissible with the intimation to MORA&IH, subject to the condition that each Service Provider shall have the similar package, facilities. However, each Service Provider shall book Hujjaj independently as per their quota. Responsibility of complainant haji shall lie upon the concerned HGO by whom it was booked.	(MAJOR)
J	GENERAL INSTRUCTIONS	
1.	The MORA&IH will allow the Chief Executive or Director (as per SECP forms A and 29) or representative nominated by CEO for issuance of multiple entry visas to KSA for making arrangements of the pilgrims. The Service Provider shall ensure that multiple entry visas shall be utilized as per KSA Taleemat and instructions of the Government of Pakistan.	
2.	Efforts will be made to resolve and settle the complaints of Hujjaj in KSA. For this purpose Monitoring and Complaint Resolution Committee (MCRC) shall be constituted which may co-opt member from HOAP. However, unsettled complaints shall be placed before Complaint Disposal Committee (CDC) in Pakistan.	
3.	This Agreement shall be governed by the laws of Pakistan and the Courts in Pakistan shall have the exclusive jurisdiction to adjudicate upon the cases in this regard after the decision of Appellant Committee.	
4.	Decision of MORA&IH regarding interpreting clauses of this Service Provider Agreement shall be considered as final. Performance assessment of HGOs will be carried out any time with prior notice of 15 days to the concerned Service Provider with intimation to HOAP.	
5.	All complaints of Hujjaj received against the Service Provider or cases referred by MCRC, shall be placed before Complaint Disposal Committee (CDC) in Pakistan, having its jurisdiction to impose one or more penalties for violation of the individual agreements, the duly approved packages, non-compliance of SPA, monitoring mechanism or any other fraud with the Hujjaj. Appeal against the decision of CDC can be filed before the Appellate Committee of the MORA&IH within 15 days of issuance of CDC decision.	
6.	The Service Provider shall abide by the terms and conditions prescribed in the SPA or any additional conditions to be prescribed thereafter by the MORA&IH, Government of Pakistan and KSA.	

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[Signature] 27/3/23
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I have read and understood the Agreement and undertake that all activities of HGOs and quota shall be governed under Part-III of Hajj Policy 2023 i.e., Private Hajj Scheme and the SPA. I have no objection to the quota allocated to the HGO namely M/s _____ for Hajj 2023. I shall abide by the provisions of the SPA prescribed above for transportation of Hujjaj to KSA, as well as other terms or any additional conditions / SOPs to be prescribed thereafter by the Ministry and KSA for providing services to the Hujjaj during Hajj 2023.

For and on behalf
of Government of Pakistan

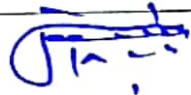
(Chief Executive)
Signature and thumb impression
for and on behalf of

M/S _____

Signature and Thumb impression of all Directors (as per latest Form A & 29) of Service Provider:

Sr	Name	Signature	Thumb Impression


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