

Government of Pakistan
Ministry of Religious Affairs
& Interfaith Harmony



UMRAH POLICY 2016

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Subject: - POLICY ON UMRAH MATTERS

Whereas under the Rules of Business 1973, Umrah fall in the ambit of Ministry of Religious Affairs & Interfaith Harmony and it is expedient to regulate Umrah organizers engaged in Umrah business.

Whereas there is no regulatory mechanism to deal with the Umrah matters in consequence of which the grievances of Umrah Pilgrims are not being addressed appropriately.

Therefore, the following Umrah policy is issued to regulate the Umrah Tour Operators, and to facilitate the Umrah Pilgrims in performance of Umrah.

1. Definitions:

In this Umrah Policy unless there is anything repugnant in the subject or context:-

- a. **“Account”** means the Account opened in the National Bank of Pakistan or any scheduled Bank.
- b. **“Fund”** means the Umrah Welfare Fund (UWF).
- c. **“Ministry”** means the Ministry of Religious Affairs & Interfaith Harmony, Government of Pakistan.
- d. **“Minister”** means the Minister to the Government of Pakistan in the Ministry of Religious Affairs & Interfaith Harmony.
- e. **“Secretary”** means the Secretary to the Government of Pakistan in the Ministry of Religious Affairs & Interfaith Harmony.
- f. **“Additional Secretary”** means the Additional Secretary to the Government of Pakistan in the Ministry of Religious Affairs & Interfaith Harmony.
- g. **“Joint Secretary”** means the Joint Secretary (Umrah) Ministry of Religious Affairs & Interfaith Harmony.
- h. **“Deputy Secretary”** means Deputy Secretary (Umrah) Ministry of Religious Affairs & Interfaith Harmony.

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- i. **“Competent Authority”** means Additional Secretary, Ministry of Religious Affairs & Interfaith Harmony.
- j. **“Appellate Authority”** means Secretary, Ministry of Religious Affairs & Interfaith Harmony.
- k. **“Section Officer”** means the Section Officer (Umrah and Complaint Cell) Ministry of Religious Affairs & Interfaith Harmony.
- l. **“Tour Operators”** means having the business license issued by the Department of Tourist Services (DTS).
- m. **“Enlistment”** means enlistment of Umrah Tour Operators with Ministry of Religious Affairs & Interfaith Harmony.
- n. **“Service Provider Agreement”** means service provider Agreement (SPA) between the Umrah Organizer and Ministry of Religious Affairs & Interfaith Harmony.
- o. **“NOC”** means No Objection Certificate from concerned organizations.
- p. **“Umrah Package Agreement”** means Umrah package agreement between the Umrah Organizers and Umrah Pilgrims.
- q. **“Attestation”** means attestation of contract agreement documents submitted by the Tour Operators to the Ministry of Religious Affairs & Interfaith Harmony.
- r. **“Scrutiny fee”** means scrutiny fee on account of attestation of contract agreement document of Tour Operators by the Ministry of Religious Affairs & Interfaith Harmony **(non-refundable)**.
- s. **“Security” means** an amount deposited by the Tour Operators with the Ministry of Religious Affairs & Interfaith Harmony as security **(refundable)**.
- t. **“Committee”** means the Complaint Disposal Committee (CDC).
- u. **“Complaint Cell”** means the complaint cell established in the Ministry of Religious Affairs & Interfaith Harmony to deal with the Umrah complaint matters.
- v. **“Penalty”** means a penalty prescribed under this Policy.
- w. **“Defaulter”** means a person, company or Agency having committed violation of this Policy.
- x. **“Victim”** mean pilgrims who individually or collectively have suffered personal inconvenience or financial loss as a result of the commission of fraud or negligence by the Umrah Organizer.

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2. **Enlistment of Umrah Organizers:**

This Ministry shall enroll Tours Operators as Umrah Organizers, who intend to get attestation of contract documents for submission to KSA for Umrah electronic visa (E-visa). The eligible criteria are at Annex- VI. The concerned Organizer shall apply for attestation on prescribed “**Application Form**” along with supporting documents as per detail below:-

1. “Application Form” **Annex-I**
2. “Undertaking/Affidavit on Stamp Paper” **Annex-II**
3. “**No Objection Certificate**” from concerned Department of **Tourist Services (DTS)** **Annex-III**
4. International Air Transport Association (IATA) Certificate
5. Valid license from the Department of Tourism Services (DTS)
6. Pay Order in favour of Ministry of Religious Affairs & Interfaith Harmony as scrutiny fee
7. Service Provider Agreement (SPA) **Annex-IV**

3. **Service Provider Agreement (SPA)**.

The Umrah Organizer enrolled under para-2 shall make a Service Provider Agreement with Ministry of Religious Affairs & Interfaith Harmony Islamabad Government of Pakistan. The Service Provider Agreement format is given at **Annex-IV**, which covers the following:

1. Profile.
2. Umrah Packages.
3. Umrah Business.

4. **Umrah Welfare Fund (UWF):**

There shall be a Fund which will be called Umrah Welfare Fund (**UWF**).

1. **Composition of Fund:**

The Fund shall be comprised of the income received from the following sources:-

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- i. Amount received from Umrah Organizers on account of **scrutiny** fee {para-2(6)} and **security** {SPA 3 (g)}.
- ii. Assistance received from Federal Governments or Provincial Governments, any organization etc.
- iii. Markup received on "**Account**" maintained with National Bank of Pakistan or any scheduled Bank.
- iv. Receipts from Penalties.
- v. Income accrued due to investments of fund.

2. Administration of Fund:

- i. Umrah Welfare Fund Account will be opened in N.B.P. or any Scheduled Bank.
- ii. All expenditure from the fund shall be approved by the Secretary or any other officer of the Ministry authorized by the Secretary.
- iii. Cheque will be withdrawn with the signature of Joint Secretary (Umrah) as signatory and Deputy Secretary (Umrah) as Co-signatory.

3. Utilization of Fund:

- i. Appropriate literature, booklets etc shall be got published and distributed to Umrah pilgrims on demand / request.
- ii. Appropriate instructions advertisement on Umrah shall be made for information of Umrah pilgrims in daily Newspapers.
- iii. Welfare of Umrah pilgrim on need basis with the prior approval of the Principal Accounting Officer (PAO).

4. Accounts and Audit:

- i. The officer authorized by Secretary will maintain proper cash books, basic vouchers and other accounts record pertaining to the income and expenditure of the funds.
- ii. All expenditure from the Fund shall be pre-audited by the officer nominated and authorized by the Secretary.
- iii. The Secretary may depute a responsible officer at least once a year to conduct internal audit of all transactions of the Funds.
- iv. The Umrah Welfare Fund shall be audited by the Auditor General of Pakistan.

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5. **Complaint Cell for Umrah Matters:**

There shall be a Complaint Cell to deal with the complaints relating to Umrah matters. A Complaint Disposal Committee on Umrah matters shall be constituted by Secretary Ministry of Religious Affairs & Interfaith.

1. **COMPLAINT DISPOSAL COMMITTEE:**

The Composition of Complaint Disposal Committee (CDC) shall be as under:

1. Joint Secretary (Umrah) - Chairperson
2. Deputy Secretary (Umrah) - Member
3. Section Officer (Umrah) - Member/Secretary

4. Section Officer - Member
(To be nominated other than Umrah Wing)

2. **PROCEDURE:**

On receipt of Complaint, Section Officer (Umrah) shall examine and assess the maintainability of complaint with the approval of Competent Authority and issue a notice / charge sheet / Show Cause Notice in writing, to clarify his/her position within 15 days.

3. **Examination of Complaint:**

On receipt of reply to Notice / Charge Sheet / Show Cause Notice from the Umrah Organizer, Section Officer (Umrah) shall prepare Working Papers and submit to the Complaint Disposal Committee (CDC) for further line of action. The Complaint Disposal Committee after due consideration shall make its recommendations. If reply is not received in time the CDC shall proceed ex-parte decision.

4. **PENALTIES:**

In case, offence is established on the part of Umrah Organizer the Complaint Disposal Committee (CDC) shall recommend the imposition of one or more penalties as provided in SPA. The details of penalties are as under:-

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- a. **Major Penalty:** Black listing and Cancellation of Contract Agreement and confiscation of Security amount.
- b. **Minor Penalty:** Suspension / Termination of Contract for specific time and imposition of fine or forfeiture of full or a part of security amount.
- c. **Warning / Censure:** (to be careful in future).

5. **Branch office / Complaint Cell at KSA on Umrah matter:**

To depute a Section Officer at Makah Kingdom of Saudi Arabia (KSA) who fully conversant / experienced with the Umrah matters / Regulation / Policy with the approval of Secretary and authorized on behalf of Ministry of Religious Affair & Interfaith Harmony

On completion of the above mentioned formalities the Complaint Disposal Committee (CDC) will record the minutes and submit to the **Competent Authority** for approval. Accordingly decision of the Competent Authority will be communicate to the concerned.

6. **Appeals**

Whoever is aggrieved from the decision shall appeal within 30 days of the decision of CDC's to Secretary, Ministry of Religious Affairs & Interfaith Harmony being Appellate Authority. **In case he fails to Appeal within the stipulated period, the Ministry of Hajj, KSA will be requested to terminate / withdraw Umrah e-visa permission and black list the Umrah organizer for future business and also take action under the Rules & Regulation of KSA.**

7. **Inspection & Trainings.**

Separate procedure for Inspection & Training of Umrah organizers shall be adopted with the approval of Secretary Ministry of Religious Affairs & Interfaith Harmony.

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(Annex-I)

Government of Pakistan
Ministry of Religious Affairs & Interfaith Harmony
(Umrah Section)

APPLICATION FORM FOR ATTESTATION TO BE FILLED BY UMRAH ORGANIZERS

Profile of UMRAH ORGANIZER	
Tours Operator Legal Name.... and Registration Number ----- Date of Establishment -----, valid up to -----, Address complete....., website & email address ----- and Authorized Branch office -----.	Y/ N
Profile of Umrah Company of Kingdom of Saudi Arabia	
Company Legal Name and Registration Number, valid up to, Address complete....., website & email address	Y/ N
Umrah packages with detailed specifications i.e. Accommodation distance from Harm(s) both in Makah and Medina, approved Hotel names & Transport Details	
<u>Valid license from the Department of Tourism Services (DTS).</u> (Must have validity of 06 Months at the time of submission for attestation to this Ministry.)	Y/ N
<u>Valid Membership of IATA.</u> Valid up to 31 st December (Current Year) and Fee deposit receipt for renewal for the next year at the time of submission for attestation. However, validity of the membership must be provided at the end of February of the next year.	Y/ N
An undertaking on stamp paper Rs.100/- <i>(As per format at Annex-II)</i>	Y/ N
<i>No pending complaint Certificate by the Department of Tourist Services (DTS)</i> <i>(As per format at Annex-III)</i>	Y/ N
Rs: 10,000/- Through Pay Order No----- Dated-----in favour of Ministry of Religious Affairs & Interfaith Harmony as scrutiny fee (Non-refundable)	Y/ N
Detail of Registration with any other organization such as SECP etc.	Y/ N
The Contract Documents should be signed by the concerned Head of Department Tourist Services (DTS).	Y/ N
Performance / Clearance Certificate (Muhaalsah) from KSA Hajj Ministry through Umrah Companies in English Translation of Previous year.	Y/ N
<i>Bank Accounts Numbers of both the parties and Payment procedures to Saudi Companies i.e. Electronic payments procedures.</i>	Y/ N

Signature and Name of Owner,
Date with active Phone Number Stamp of Umrah organizers,

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UNDERTAKING

We, M/s. _____
address _____ and **IATA approved agent** holding
registration No _____ **DTS License** No. _____ Valid up to
_____do solemnly declare that we have made **legal contract with the**
Kingdom of Saudi Arabia (KSA) Co. M/s. _____Registration / License
No. _____, address _____Umrah Services for the year _____ hereby
undertake that:

- i. The agency is **not blacklisted by the Kingdom of Saudi Arabia** or **any other forum in Pakistan** and that the agency shall abide by all the instructions and procedures laid down by the Kingdom of Saudi Arabia as well as Ministry of Religious Affairs and Interfaith Harmony Government of Pakistan from time to time.
 - ii. A **total number** of _____ **Umrah Zaireen** were sent to KSA during the last year _____A.D, out of which _____ number of **Ziareen returned** during given time and _____ number of **Ziareen dispread**.
 - iii. Mehram will be accompanied with female client as per requirement of the Embassy of Kingdom of Saudi Arabia for record to Ministry of Religious Affairs and Interfaith Harmony Government of Pakistan.
2. We also hereby undertake to abide by all the Rules, Regulations/ Policy Instructions of the M/o Religious Affairs and Interfaith Harmony of Government of Pakistan as well as instructions and procedures laid-down by the Royal Kingdom of Saudi Arabia.

Signature of the Owner of Umrah Organizer
Contact Number
Stamp

Attestation by Notary Public
On Stamp Paper of Rs. 100/-

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**GOVERNMENT OF _____
MINISTRY/DEPARTMENT OF TOURISM**

Reference No: _____

Dated: _____

CERTIFICATE

Certified that M/S. _____ Travel / Tours Agency License
No. _____ date of Establishment----- renewed / valid up to -----
Main office address----- District ----- and Branch office----- District ---
-----Owner Mr. ----- CNIC No----- and Mr.....S/o-----CNIC No.....as
authorized person ----- is working in the Province of _____ District -----
since _____ which is enrolled / enlisted as "Umrah Organizer" by the Ministry
of Religious Affair & Interfaith Harmony, Government of Pakistan, Islamabad and
there is no pending complaint from any Umrah Pilgrim or Public
regarding his conduct.

Secretary OR Additional Secretary of concerned in the Provinces

Joint Secretary concerned of CADD

Official Stamp

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(On Stamp Paper of Rs.100/-)

SERVICE PROVIDER AGREEMENT WITH UMRAH ORGANIZER

This Agreement is made at _____ on this _____ between the President of Islamic Republic of Pakistan through the Ministry of Religious Affairs & Interfaith Harmony, Government of Pakistan Islamabad (*hereinafter called first party*) and M/S_____ Umrah organizer (*Hereinafter called second party*) Hereinafter also referred to individually as a 'Party' First & Second and collectively as 'the Parties'). This agreement shall be valid for a period of one year from its institution.

WHEREAS, the Government of Pakistan intends to facilitate the Pakistani Umrah Pilgrims, who desire to perform Umrah under the arrangements of Private Sector in accordance with the Saudi Taleemat.

AND WHEREAS, the Second Party has agreed to provide facilities to the pilgrims on the dates and schedule as agreed between the Umrah Pilgrim and Second Party.

NOW, THEREFORE, it is hereby agreed that:-

1. Profile	
a	The Second Party shall establish a well equipped office, acquainted with website qualified capable (at least Graduate) local language knowing staff.
b	The Second Party shall declare its branch office(s) and it's Incharge (s).
c	The Second Party shall upload on its website and display in his office at some prominent place; DTS License Number, its validity date-----, IATA Certificate of (Current Year), Permission of Ministry of Religious Affairs & Interfaith Harmony, Islamabad, and Permission of Ministry of Hajj Kingdom of Saudi Arabia for e-visa.
d	The Second Party shall declare its business, M D / Agents / Sub Agents, workforce if any and take responsibility for their each and every action / act performance what so ever. Their Profile i.e. Name, CNIC number complete address with their period of contract should be placed on its website.
e	The Second Party shall also provide the following details to Ministry of Religious Affairs & Interfaith Harmony and upload on their website: Legal Name of business , Registration Number, Date of its Establishment, validity date----- -----, Address, Paid up capital and Bank Account Numbers etc.
f	Second Party shall provide a certificate from Ministry of Hajj KSA regarding authorization

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	to enter into Contract with relevant Umrah Company of KSA. The Certificate should contain Legal Name, Address, City, Country Telephone number, website/email, Cell Numbers, Registration Number -----valid up to..... and Bank Accounts Number of Umrah Company.
g	Previous year clearance certificate from the Ministry of Hajj KSA through Umrah Companies.

In case of violation of the instructions mentioned above at “a to g” in first instance a Warning shall be issued and in case of default after a period of fortnight a fine of Rs: 100,000/- will be imposed on the Umrah Organizer. (Minor Penalty).

2. Umrah Packages

a	There shall be only two Packages i.e. Economy and Standard. Second Party shall before entering into S.P.A. provide detail of both packages to Ministry of Religious Affairs & Interfaith Harmony, Islamabad and also upload on its website as per followings: <ul style="list-style-type: none"> i. Cost of total Package. ii. Detail of Transport. (Evidence about arranging / hiring of transport in Kingdom of Saudi Arabia). iii. Detail of accommodation indicating distance from Harms Sharif in Makah and Madina. iv. Detail of Airline, Airfare, purchases of Air Tickets etc. v. Detail of Food items for each package (applicable or not applicable). vi. Any other additional facilities are offered to the Umrah pilgrim.
b	Second Party shall be bound to undertake Umrah operation in the light of Saudi Tashreeh (Rules). Before undertaking Umrah activities Second Party shall enter into an agreement with Umrah Pilgrims (client) on stamp paper of Rs.100/- giving detail of facilities to be provided to client, its cost duration of Umrah as well as detail of accommodation, Distance from Harm(s), Transport, Air Fare / Airline with rout of travelling. Second Party shall be responsible to upload signed agreement on their website. Change in the agreement in any case shall not be permissible after departure of client from Pakistan. <u>Format at Annex-V</u>
c	Second Party shall provide detailed information in respect of Umrah Pilgrim on quarterly basis to Ministry of Religious Affairs & IH and also upload on their Websites. It shall included numbers of Umrah pilgrim sent in respective months, Package details etc.

In case of violation of the instructions mentioned above at “a to c” a cash penalty of Rs:200,000/- will imposed on the Umrah Organizer and declared as black listed for future business. (Major penalty).

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3. Umrah Business

a	The Second Party shall book only Pakistani citizens having valid CNIC / NICOP and machine readable passport.
b	Sale and Purchase of business being carried out by Second Party shall not be allowed without prior approval of the Ministry RA & IH.
c	The Second Party shall issue proper receipt to the Umrah Pilgrim (client) after receiving the Umrah packages amount.
d	The Second Party shall upload on its websites flight traveling schedule of its client from Pakistan to KSA, stay in KSA and return etc, at least 03 days before commencement of client's flight.
e	The Second Party shall be responsible for affixation of Umrah visas from the Saudi Embassy as the case may be.
f	The Second Party shall make efficient arrangement to attend and look after Umrah Pilgrim (client) during his stay in KSA.
g	The Second Party will deposit Security of Rs: 1000,000/- re-fundable in the name of Ministry of Religious Affairs & Interfaith Harmony in the form of Bank Draft / Bank Gurantee / Pay Order along with Compulsory Scrutiny fee at the time of submission Umrah Application Forms. The security amount shall be returned on successful completion of contract period or forfeited on violation of any of clause of this agreement.
h	To determine financial soundness of the Umrah organizer he shall be required to submit financial statements duly verified by the certified Auditor or Bank on 31 st December of each year.
i	The Second Party shall ensure timely return of Umrah Pilgrims as per KSA's Instruction's / directions.
j	The Second Party shall abide by the rules, regulations and the instructions issued by Government of Pakistan and KSA from time to time.
k	Any dispute with regard to this agreement can only be taken up in the Courts of Pakistan.
l	The Second Party shall abide by the instruction on Umrah matter to be issued by the Religious Affairs & IH, Government of Pakistan or Kingdom of Saudi Arabia, time to time during the year of Agreement.
m	Act of any fraudulent or forgery on the part of Second Party will be penalized.
n	Decision of Ministry of RA & IH regarding interpreting clauses of this Service Provider Agreement shall be considered as final .
o	The complaint of Umrah Pilgrim against the Second Party shall be disposed of by the

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Complaint Disposal Committee (CDC) on Umrah matters established in Ministry of RA & IH. The Complaint Disposal Committee shall be empowered to deal with the matters / issues pertaining to violation of any clause of this Agreement.

In case of violation of the instructions mentioned above at “a to 0” a cash penalty of Rs:200,000/- will imposed on the Umrah Organizer and declared as black listed for future business. (Major penalty).

I have perused and understood the Umrah Policy and fully agreed with the contents of the Umrah Policy. I shall abide by all the above Terms & conditions as well as any additional conditions to be prescribed thereafter by the Ministry of Religious Affairs & IH, Islamabad and Kingdom of Saudi Arabia, for providing services to the Umrah Pilgrim.

Done at Ministry of Religious Affairs & IH, Islamabad and dated----- herein above.

(Owner Name)

Signature and thumb

Second Party

Complete Address with CNIC Attested copy

Government of Pakistan
Ministry of Religious Affairs & Interfaith Harmony
First Party

Signature & Thumb impression of all (legal & authorized) employees of **Second Party**

S No.	Name	Signature	Thumb Impression
1			
2			

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FORMAT

Packages Agreement between Umrah organizer and Umrah Pilgrim

The detail of package offered by **Umrah organizer** to the **Umrah Pilgrims** will be in a form of an agreement on stamp paper of Rs.100/- to be signed between the Umrah pilgrim (client) and Umrah organizer and copy is uploaded on the website of Umrah organizer for awareness of public. The detail of additional facilities and amount charged against each facility will be mentioned separately. The detail of the packages, offered by **Umrah organizer** will also be provided to the Ministry of Religious Affairs & IH (Umrah Section) at the time of submission Umrah Application Forms.

2. Every Umrah organizers will furnish to the Ministry a certificate / evidence from the Airlines having purchased Air Tickets for all of its Umrah Pilgrims and in case client fails to avail the booked flight, “**No Show**” charges what so ever shall be borne by him and it should be clearly mentioned in the package to be signed with each Umrah Pilgrim.

3. The buildings hired for Umrah Pilgrims at Makkah and Madinah and offered to Umrah Pilgrims are in the Package(s) will not be changed. The **Umrah organizer** shall accommodate its Umrah Pilgrims in accordance with Tasreeh and the parameters to be approved by Saudi Government from time to time. No Umrah Pilgrim will be placed in a building of which Tasreeh / agreement has not been provided by Ministry of Hajj KSA.

4. The **Umrah organizer** shall furnish flight schedule to the respective Umrah Pilgrim and also display on the website of Umrah organizers prior to 03 days of departure and strictly adhere to flight schedule.

5. The **Umrah organizer** shall ink an agreement with each Umrah Pilgrims on the basis of instructions of Ministry of Hajj of KSA covering all terms & conditions, such as package, Distance of accommodations from Harams, Airline, Meal & Ziarat arrangement, Transport facility (model of buses should clearly be mentioned). The agreement shall either be signed by the **Umrah organizer** or his thumb impression be affixed.

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ELIGIBILITY CRITERIA FOR ENLISTMENT OF UMRAH GROUP ORGANIZERS

The applicant fulfilling the following criteria will be eligible for enlistment / enlistment as "Umrah Organizer".

1. Should be registered with Department of Tourist Services and with Securities & Exchange Commission of Pakistan (SECP).
2. Should have valid membership of International Air Transport Association (IATA) of the current year.
3. Has not been convicted / involved in any criminal / civil / administrative offence, particularly an offence **relating to dishonesty, fraud / forgery in financial investment / business crime / misconduct or other criminal acts or been involved in any acts of misfeasance** etc (provide an affidavit on Rs,100/- stamp paper duly verified by notary public).
4. Has not have been blacklisted by Kingdom of Saudi Arabia (KSA) or by Ministry of Religious Affairs & Interfaith Harmony, Government of Pakistan (undertaking on stamp paper).
5. Has not been declared defaulter by FBR, by any Bank, by any financial institutions in connection with payments of Taxes or Loan in the capacity of individual as Director / Chief Executive or Company / Tour Operator as a whole.
6. Should be provided financial Audit Reports of last Five years, prepared by an Auditing Firm of Chartered Accountants Registered with **ICAP**.
7. Should not have violated Saudi Taleemat (Regulations) and Government of Pakistan.
8. Should provide **Performance Bond, Agreement and Undertaking as per specifications** of the Ministry of Religious Affairs & Interfaith Harmony, after final selection.
9. Should be able to make all arrangements for Umrah pilgrims and their repatriation from KSA and should provide details Umrah Packages to this Ministry for vetting.
10. Application Forms can be obtained from Umrah Section on payments of **Rs.10,000/- (nonrefundable)** through a pay order in the name of Ministry of Religious Affairs & Interfaith Harmony Islamabad.
11. Application on the prescribed Form, complete in all respects, must reach in the Umrah Section Ministry of Religious Affairs & Interfaith Harmony, Government of Pakistan, Islamabad by the cut of date to be decided by the Ministry.

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