

**SERVICE PROVIDER AGREEMENT**  
**WITH HAJJ GROUP ORGANIZERS**  
**(HAJJ-2014)**

This Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ 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 \_\_\_\_\_ (Enr. 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 wants to perform Hajj (Pilgrimage) under the arrangements of Hajj Group Organizer's Scheme ("HGO") in Private Sector for Hajj 2014 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.

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

A.	<b><u>Office Infrastructure.</u></b>
i.	The Service Provider shall keep its offices well established, equipped with Computer, Fax and Telephone facilities with technical staff located at an accessible location and shall also display sign board, with complete registered company name including Registration/Enrollment Number, telephone number etc and the service provider will book Hujjaj from this office only.
ii.	The Service Provider shall properly maintain website of the company and shall also display special sign board (Outside the office) and Enrollment certificate (inside the office), to be provided by the Ministry. The Service Provider shall display hajj package on its website as well as list of hujjaj booked by him
B.	<b><u>Hajj Package.</u></b>
i.	The Service Provider will offer only two packages i.e. Economy and Executive packages. Terms like VIP, VVIP, Special or Star package will not be used by the Company. Similarly no "Stars" will be mentioned with any building or hotel. Additional facilities will be provided to the pilgrims on demand, against explicitly mentioned terms and separate receipt for the same will be issued. The detail of additional facilities and amount charged against each facility will be mentioned separately on Hajj application Form. The detail of the packages, offered by Service Provider will also be provided to the Government of Pakistan i.e. to the Ministry of Religious Affairs & IH (Hajj Wing), Hajj Directorates and the Monitoring Teams in Makkah Mukarramah and Madinah Munawwarah.
ii.	The Service Provider shall provide a detailed break-up of expenses of package(s) to the Ministry of Religious Affairs & IH as well as respective Hajj Directorate and Hujjaj of its Group at the time of receiving Hajj applications from the Hujjaj.
iii.	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
C.	<b><u>Hajj Booking.</u></b>
i.	The Service Provider shall book Pakistani citizens only from the region for which the license has been granted. The Hujjaj shall only travel from allocated place of departure by Hajj flight or international flight through authorized airlines.
ii.	The Service Provider shall <u>neither sell his quota/hajj nor purchase any</u>

	quota/haji from other Service Provider, except through collaborative arrangements with the prior approval of the Ministry.
III.	The Service Provider shall issue proper receipt duly signed or countersigned by Chief Executive of the HGO to the pilgrims after receiving their Hajj dues in the shape of pay order/bank draft etc.
IV.	The Service Provider shall not book the pilgrims over and above the quota allocated to the HGO. Service Provider shall not book any Haji through any agent/ sub-agent/institution etc. Besides, Service provider shall not involve in arranging mujamla or visit visa
V.	The Service Provider shall ink an agreement with each Haji covering all terms & conditions, facilities agreed such as package, distance of building from Harams, airline, meal & Ziarat arrangement, transport facility, if any etc.
VI.	Substitution will be allowed to the Service Provider only in genuine deserving cases, which may include death, serious accident and serious illness of the intending Hujjaj of their respective Group (with documentary proof) upto 5% of the quota allocated to the Service Provider. The request for substitution must be submitted to the Government of Pakistan within reasonable period before the departure of flight on payment of Substitution Fee @ Rs.5000/each case. If "E.No." has previously been generated in the Saudi Hajj Ministry on their earlier given particulars, no substitution would be allowed.
D.	<b>Accommodation Arrangements.</b>
I.	The Service Provider shall get the building agreement(s), attested from Moassassah South Asia along with English version and the same should also be updated on the website of the Government of Pakistan and Service Provider's own website by the Service Provider at least one week prior to the departure of the Group.
II.	The buildings hired for Hujjaj at Makkah al Mukarramah and Madinah al Munawwarah and offered to Hajjis in the Package(s) will not be changed. The Service Provider shall accommodate its Hujjaj in accordance with Tasreeh and the parameters to be approved by Saudi Government from time to time. No Hajji will be placed in a building of which Tasreeh/agreement has not been provided to the Government of Pakistan.
E.	<b>Travel Arrangements.</b>
I.	The Service Provider shall furnish flight schedule to the respective Hajj directorate and the Hajj Wing (Computer Cell) of the Ministry and strictly adhere to flight schedule.
II.	Every HGO will furnish to the Ministry a certificate/evidence from the airline of 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.
III.	The Service Provider shall upload flight information, travelling information in KSA and accommodation detail at least 07 days before departure of group flight.
IV.	The Service Provider shall provide identity card to each pilgrim containing name/passport no/address/hajj application number etc.
F.	<b>Administrative Arrangements.</b>
I.	The Service Provider shall be responsible for affixation of Hajj visas of his Hujjaj through Hajj Organizers Association of Pakistan (HOAP), who would handle visa issuance from the Saudi Embassy in Islamabad and Karachi in co-ordination of MORA. The service provider and HOAP will manage and be responsible in this regards.
II.	That the Service Provider shall be responsible to arrange their barcodes well within the specified time.

III.	The Service Provider will conduct a post Hajj meeting of all Hujjaj to hear and address the grievances of their hujjaj and apprise the Ministry by submitting a report to Hajj Wing accordingly within two weeks of arrival in Pakistan from Kingdom of Saudi Arabia after performing of Hajj.
IV.	The Service Provider shall depute two experienced attendants (One from Pakistan and one local Khadim from KSA) on every 100 Hujjaj for proper look after of the hujjaj. In addition to the Service Provider's Chief Executive/Director shall also be remained with his group through out the stay of hujjaj in KSA. The service provider shall provide the detail of the attendants including the C.E./Director of the Company to the Monitoring Team in advance for coordination purpose.
V.	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, 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 Hajj Directorate shall not issue forms and as such quota shall not be allotted.
VI.	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.
VII.	The Service Provider shall provide financial statements duly authenticated by the Auditors as and when asked by the Government of Pakistan.
VIII.	Efforts will be made to resolve and settle the complaints in KSA. Any complaints settled and placed on the record of Directorate General (Hajj), Jeddah, shall not be reopened in Pakistan.
IX.	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.
G.	<b>General Rules &amp; Regulations.</b>
I.	The Service Provider shall abide by the rules, regulations and the instructions issued by Government of Pakistan (the First Party) from time to time.
II.	The Service Provider shall ensure that multiple entry visas shall be utilized as per Saudi Taleemat and instructions of Government of Pakistan.
III.	Adequate training programs (at least two sessions) will be arranged by the Service Provider at its respective areas/regions for its Hujjaj 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 exhibition/provision of CD/VHS circulated by the Government of Pakistan.
IV.	In case the Service Provider fails to abide by the agreed terms and conditions of this agreement, the case of such Service Provider shall be dealt in accordance with the violation of the terms and condition of the agreement read with clause 24 of the Hajj Policy 2014.
V.	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.
VI.	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, for providing service to the Hajjis during the current Hajj
VII.	The Service Provider of the company shall be liable for the penalty prescribed

	<i>by the Ministry of Religious Affairs &amp; IH, for violation of any terms and conditions of the approved package(s).</i>
VIII.	<i>Decision of MORA regarding interpreting clauses of this Service Provider Agreement shall be considered as final.</i>
IX.	<p><i>The Service Provider shall submit an undertaking on the Company's letter head that:</i></p> <p><i>I. I have submitted _____ Hajj Application Forms along with required documents, in accordance to the Hajj Policy, 2014.</i></p> <p><i>ii The documents are correct according to my knowledge and belief.</i></p> <p><i>iii In case any information found incorrect, I shall be liable for the consequences.</i></p>
<p><i>That I have perused and understand the Hajj Policy-2014 and fully agreed with the contents of the Hajj Policy-2014. That I have no objection to the Quota allocated to the HGO namely M/s _____ for Hajj 2014. That I shall abide by the provisions of Air Service Agreement (ASA) for 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 &amp; IH, Islamabad and Kingdom of Saudi Arabia, for providing services to the Hajjis during Hajj 2014.</i></p>	

Done at \_\_\_\_\_ and date: \_\_\_\_\_ herein above.

(Chief Executive)

Signature and thumb impression \_\_\_\_\_

for and on behalf of  
Government of Pakistan

for and on behalf of  
M/s

Signature & Thumb impression of all Directors of the Company:

S.	Name	Signature	Thumb Impression
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