

(On Stamp Paper of Rs.500/=)

SERVICE PROVIDER AGREEMENT WITH HAJJ GROUP ORGANIZERS (HAJJ-2016)

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 _____ (Enrolment 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 2016 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:-

Clause	Description	Nature of Penalty
A	Office Structure	
I.	The Service Provider shall keep its offices well established, equipped with Computer, Internet, Fax, Telephone facilities and technical staff located at an accessible location and shall also display sign board, with complete registered company name including Registration/Enrollment Number, telephone number. In case there is no established office, hajj quota of the HGO will be deemed cancelled.	Major
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, valid contact numbers, services to be offered, authorization of the Ministry of Religious Affairs etc. In case of violation, penalty upto Rs. 200,000 will be imposed on the service provider.	Minor
B	Hajj Package	

I.	The Service Provider will offer upto three packages to the intending pilgrims. Additional facilities will be provided to the pilgrims on demand, against explicitly mentioned terms and separate receipt for the same will be issued in the offered package. The detail of additional facilities and amount charged against each facility will be mentioned on Hajj application Form. In case of violation, 10% quota will be cancelled for next year.	Major
II.	The Service Provider shall upload estimated detailed break up of package(s) on HGOMIS. In case of violation penalty of Rs. 100,000 will be imposed on the service provider.	Minor
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/reduced.	Major
C	Hajj Booking.	
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
II.	The service provider shall book hujjaj from the province, for which the license has been granted and will arrange departure of hujjaj from the nearest place of departure/air port subject consent of hujjaj and mention the same in the individual agreement of hujjaj. However, in exceptional circumstances the HGO can book hujjaj of other Province not exceeding 25% of the quota. The limit for ICT based HGOs would not be more than 50%. In case of violation, the quota of the service provider equivalent to number of hujjaj booked from other Province, will be reduced.	Major
III.	The Service Provider shall neither sell his quota/haji nor purchase any quota/haji from other Service Provider. In case of violation both the HGOs shall be black-listed.	Major
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
V.	The Service Provider shall not book the pilgrims over and above the quota allocated to the HGO, failing which hajj quota to the extent of two times of the number of hujjaj booked over and above the allocated quota, shall be reduced.	Major
VI.	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. In case of violation penalty amounting to Rs.100,000/- per haji will be imposed on the Service Provider.	Minor
VII.	Management of the HGO shall not get involved in booking of hujjaj,	Major

	except for his own company. In case of failure, the management/director/representative of company, if proved, for such violation shall be black-listed permanently.	
VIII.	Service Provider shall not book hujjaj before allocation of quota by the Ministry failing which the company shall be black-listed	Major
IX.	The Service Provider shall ink an agreement with each Haji on format approved by the Ministry 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) 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.	Major
X.	Substitution will be allowed to the Service Provider upto 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
D	Accommodation Arrangements	
I.	The Service Provider will submit agreement of building(s) in the concerned Hajj Directorate and upload its English version on HGOMIS (first page only). In case of failure penalty of Rs.100,000/- will be imposed on the Service Provider.	Minor
II.	The accommodation to the hujjaj shall be provided by the service provider in the building for which information have been uploaded on Saudi government e-Hajj system, HGOMIS 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
E	Travel Arrangements	
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 booking of Hajj flight. 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 ticket to the Hujjaj or any other penalty as deemed appropriate.	Minor

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
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	
IV.	The Service Provider shall provide identity card to each pilgrim containing name, passport no, KSA building address, Maktab No, Pakistani contact No, hajj application number, HGO name and Enrollment No and 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.	
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 & IH. The service provider and HOAP will manage and be responsible in this regards.	--
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
III.	Chief Executive or Director of the company shall remain with his group through out 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.	Major
IV.	The Service Provider shall depute two experienced attendants, other than CE/Director, (One from Pakistan and one local Khadim from KSA) upto 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
V.	The Service Provider shall upload information pertaining to accommodation, contact number of staff in KSA, travel itinerary etc on HGOMIS and submit its print duly signed by CE/Director to Incharge Monitoring Cell in Makkah and Madina within 72 hours of its arrival in KSA. In case of violation, 10% quota of the HGO will be canceled for one year.	Major
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, 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. This will be applicable only in case of allocation of hajj quota to newly enrolled HGOs or enhancement of quota of the existing HGOs.	
VII.	The Service Provider will deposit Performance Guarantee in the form of bank/cash guarantee @ 5% of total package x total allocated hajj quota, valid for one year, along with Compulsory Hajj Dues / service charges at the time of submission 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
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.	--
IX.	Efforts will be made to resolve and settle the complaints in KSA. For this purpose CDC may be held during Hajj, both Makkah and Madinah. Any complaints settled / resolved and placed on the record of CDC, shall not be reopened in Pakistan.	--
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
XI.	Incorrect Information: The Service Provider shall diligently fill in the Hajj application Form, individual Hajj agreement, Registration Form, Summary Form, Logistic form etc., the service provider is also bound to provide all the 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
XII.	Nominees Information: The service provider shall provide correct information in respect of nominee of the intending pilgrim 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	
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 with-held	Major
II.	The Service Provider shall be bound to provide filled in Feed back forms of its at least 30% hujjaj within stipulated time to the Ministry. The authenticity of the feedback forms shall be checked by the Ministry before release of performance guarantee. In case of bogus/fake forms, appropriate action which may lead to deduction of quota, will be taken.	

III.	HGO will provide documentary evidence of expenditure in respect of accommodation (Makkah, Madina, Azizia, Mashair), Maktab charges, Airfare, Food (Makkah, Madina, Azizia, Mashair), transport (inter city, intra city, mashair) to the Ministry with documentary evidence; within 20 days after culmination of its hajj operation.	
IV.	The Service Provider will conduct a post Hajj meeting of all Hujjaj within one month after Hajj in KSA or Pakistan and apprise the Ministry by submitting a report to concerned Hajj Directorate and Monitoring Section accordingly. Schedule of the meeting will be communicated to concerned Director Hajj as well 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.	
I.	Performance assessment of HGOs will be carried out any time with prior notice to the concerned Service Provider. Parameters in this regard shall be developed in consultation with HOAP.	--
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
III.	The Service Provider shall ensure that multiple entry visas shall be utilized as per Saudi Taleemat and instructions of Government of Pakistan.	--
IV.	Adequate training programs 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. The HGO shall educate and explain 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 HGOMIS. In case of violation penalty of Rs.200,000/- will be imposed on the Service Provider.	Minor
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.	
VII.	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

VIII.	Decision of MORA & IH regarding interpreting clauses of this Service Provider Agreement shall be considered as final.	
IX.	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 punishments, not mentioned in previous clauses. Three minor penalties would be treated equal as one major penalty, to be decided accordingly by CDC.	
X.	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 25% quota will be reduced as it was in SPA-2015. Collaborative arrangement shall be allowed subject to same package, services and region.	

SERVICE PROVIDER AGREEMENT - HAJJ 2016

I have read and understood Service Provider Agreement – 2016 and undertake that all activities of HGOs shall be governed under clause-21 of Hajj Policy 2016 i.e. general conditions of HGOs. I have no objection to the Quota allocated to the HGO namely M/s _____ for Hajj 2016. 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 2016.

Dated: _____

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			