

## SERVICE PROVIDER AGREEMENT FOR HAJJ-2022

This Service Provider Agreement (SPA) is made on this Day \_\_\_ of \_\_\_\_\_, 2022 at Ministry of Religious Affairs & Interfaith Harmony, Islamabad (hereinafter referred to as MORA&IH) between the Ministry of Religious Affairs & Interfaith Harmony, Islamabad (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 2022 of Service Provider, in accordance with the terms and conditions mutually agreed as under:-

1. **Definitions:** In this Agreement, unless provisions of Hajj Policy 2022 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 of pilgrims pertaining to Hajj and its disposal thereof. The decision of CDC can be appealed before the Appellate Committee by the complainant Haji or the Service Provider within 30 days of the receipt of the decision.
  - v. **Complaint Resolution Committee (CRC)** means a committee constituted by the Secretary, MORA&IH for on spot resolution of complaints of Hujjaj during Hajj in Kingdom of Saudi Arabia (KSA).
  - vi. **Forfeiture** means confiscation of performance guarantee in favor of MORA&IH on unsatisfactory performance or violation of the SPA by the Service Provider.
  - vii. **Hajj Compensation Fund (HCF)** means the fund established under clause-14 of the Hajj Policy 2010 by Hajj Organizers Association of Pakistan (HOAP), to rescue victim of any fraud committed by any member of HGO/Service Provider pertaining to Hajj.
  - viii. **Hajj Group Organizer (HGO)** means a company duly licensed or registered with MORA&IH as Service Provider to the pilgrims;
  - ix. **Hajj Package** means the cost of Hajj and allied facilities duly approved by MORA&IH.
  - x. **Hajj Quota** means allocated number of pilgrims by MORA&IH to a Service Provider/HGO for performance of Hajj in a particular year
  - xi. **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.
  - xii. **HOAP** means Hajj Organizer Association of Pakistan.
  - xiii. **HGO Management Information System (HGOMIS)** means the portal established and maintained by MORA&IH for the data management of HGOs and the Pilgrims.
  - xiv. **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.
  - xv. **Mujamla Visa** means Hajj visa issued by the Embassy of KSA in Pakistan apart from

country's own Hajj quota.

- xvi. **Monitoring** means overseeing the arrangements and services provided by Service Provider to the pilgrims during Hajj operation both in Pakistan and in KSA as per agreement with Hujjaj.
- xvii. **Performance Guarantee** means an amount deposited by a Service Provider, in the form of cash or bank guarantee for performance of Hajj operation to the satisfaction of the MORA&IH.
- xviii. **Pilgrim** means a person who signs an agreement with the Service Provider for performance of Hajj within HGO quota having HGO-MIS receipt.
- xix. **Specified** means a time frame of 30 days or more as specified by MORA&IH from time to time for disposal of complaints/appeals by CDC / Appellate Committee or any other specific activity under the SPA.
- xx. **Substitution** means replacement of Hujjaj with no deduction in Hajj dues as per agreement with Hujjaj subject to evidence provided.
- xxi. **Subletting** means sale and purchase of Hajj quota or operation of Hajj by a Service Provider to any other person or Service Provider with approval of MORA&IH.
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.
- i. **Major penalty** shall include permanent or temporary blacklisting of Service Provider, suspension, cancelation or rescinding of license for specific period, reduction of Hajj quota for a period decided by the committees and forfeiture of performance guarantee.
- ii. **Minor penalty** shall include reduction of less than five percent quota for specific period, fine proportionate to violation or warning on account of violation of clauses of agreement or both of the penalties.

The CDC and Appellate Committees shall have absolute authority to pass order for compensation to the aggrieved pilgrims to the extent of the claims that happens to be proved.

3. **Terms and Conditions:** The following terms and conditions shall constitute the integral part of the SPA:

Clause(s)		Penalty
<b>A</b>	<b>OFFICE STRUCTURE</b>	
<b>A(I)</b>	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.	<b>(MAJOR)</b>
<b>A(II)</b>	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.	<b>(MINOR)</b>
<b>B</b>	<b>HAJJ PACKAGE</b>	
<b>B(I)</b>	Considering the current paucity of time this year the Service Provider is allowed to opt for four 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 package must not be available in approved packages along with	<b>(MAJOR)</b>

	Clause(s)	Penalty
	complete break up. The details of the additional facilities upto 10% of respective package and amount charged against the facilities must be mentioned in the Hajj Application form, HGO-MIS and agreement with each pilgrim.	
B(II)	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)
B(III)	The Service Provider shall upload estimated detailed breakup of the opted Package(s) on HGO-MIS.	(MINOR)
B(IV)	The Service Provider shall not charge over and above the Hajj package approved by MORA&IH.	(MAJOR)
C	<b>HAJJ BOOKING</b>	
C(I)	The Service Provider shall only book Pakistani citizens having valid machine readable Pakistani passport.	(MAJOR)
C(II)	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 25% 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 should be exempted in this case.	(MINOR)
C(III)	The Service Provider shall not sell or purchase or sublet his assigned quota to or from other Service Providers/person/agents.	(MAJOR)
C(IV)	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)
C(V)	The Service Provider shall not book the pilgrims over and above the quota allocated to the service provider, and in case of failure of Hajj quota twice the number of the Hujjaj booked over and above the allocated quota, shall be reduced and criminal proceedings shall be initiated against the defaulter Service Provider. Moreover, any loss to the Hujjaj on account of over and above booking shall be borne by the HGO itself rather than HCF. <b>Daily Quota Utilization Regime (DQUR)</b> 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)
C(VI)	Service Provider shall not book Hujjaj prior to uploading of list of eligible HGOs along with quota on the MORA&IH's website.	(MAJOR)
C(VII)	Service Provider shall book pilgrims for Hajj only against its allotted quota.	(MAJOR)
C(VIII)	Service Provider shall not book pilgrims for Hajj through visit / business visa himself or through any agent / sub-agent.	(MINOR)
C(IX)	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	(MAJOR)

→ *[Signature]*  
06/06/22



*[Signature]*  
06/06/22

**USMAN SAROSH ALVI**  
Joint Secretary  
Ministry of Religious Affairs  
and Interfaith Harmony  
Government of Pakistan  
Islamabad

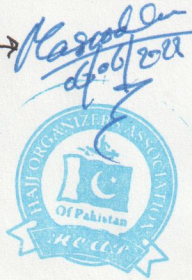
Clause(s)		Penalty
	and shall provide a copy of the same to the pilgrim as well as upload on HGO-MIS. Further, any change in the agreement with the consent of the Haji shall also be uploaded on HGO-MIS link.	
<b>C(X)</b>	The Service Provider shall inform the MORA&IH about all its substitution cases and shall upload and update on HGO-MIS on or before specified date by MORA&IH. Substitution will be allowed to the Service Provider not exceeding <b>10%</b> of its quota with the condition that dropped out Haji has no objection and has been refunded as per agreement. However, in family 2 <sup>nd</sup> hardship cases the permissible limit of substitution maybe relaxed on case-to-case basis.	<b>(MAJOR)</b>
<b>C(XI)</b>	The Service Provider shall also provide a Hajj book (details about Manasik-e-Hajj) and hand bill as per agreement to each pilgrim well before proceeding to KSA. The Service Provider should upload all detail of the facilities on HGO-MIS.	<b>(MINOR)</b>
<b>C(XII)</b>	Lady pilgrims shall not be booked without Mehram (Except the lady pilgrims of Fiqah Jafria above the age of 45 years).	<b>(MAJOR)</b>
<b>C(XIII)</b>	The Service Provider as per SOPs of government shall obtain and upload following: i. Valid medical certificate including no pregnancy certificate in case of female pilgrim that she has no 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. ii. COVID-19 vaccination certificate as per instructions/Taleemat issued by KSA authorities.	<b>(MAJOR)</b>
<b>D</b>	<b>ACCOMMODATION ARRANGEMENTS</b>	
<b>D(I)</b>	The Service Provider shall upload building and hotel agreements on HGO-MIS	<b>(MINOR)</b>
<b>D(II)</b>	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 is adhered to by the Service Provider.	<b>(MAJOR)</b>
<b>E</b>	<b>TRAVEL ARRANGEMENTS</b>	
<b>E(I)</b>	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.	<b>(MINOR)</b>
<b>E(II)</b>	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.	<b>(MAJOR)</b>
<b>E(III)</b>	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.	<b>(MAJOR)</b>
<b>E(IV)</b>	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	<b>(MINOR)</b>

Clause(s)		Penalty
	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.	
<b>F</b>	<b>ADMINISTRATIVE ARRANGEMENTS</b>	
<b>F(I)</b>	The Service Provider shall be responsible for affixation of Hajj visas of his pilgrims from the KSA Embassy in Islamabad and Karachi in co-ordination of MORA&IH. Moreover, the Service Provider shall be responsible to provide copies of E-Visa of each pilgrim to the concerned Hajj Directorate through E-mail before departure to KSA.	<b>(MAJOR)</b>
<b>F(II)</b>	The Service Provider shall be responsible to upload all Hajj related information on E-Hajj portal for issuance of visa within specified time.	<b>(MAJOR)</b>
<b>F(III)</b>	The Service Provider's Chief Executive or Director (in case of over 65 years of age, shall nominate his nominee) to travel to KSA for facilitation of Hujjaj. In case of COVID, exemption shall be sought from MORA&IH.	<b>(MAJOR)</b>
<b>F(IV)</b>	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. 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.	<b>(MAJOR)</b>
<b>F(V)</b>	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.	<b>(MAJOR)</b>
<b>F(VI)</b>	The Service Provider shall deposit one-time contribution of Rs.5,000/- per pilgrim in the Hujjaj Compensation Fund's account (if not deposited earlier). In case of non-deposit, the concerned Service Provider shall not be allowed for Hajj operation.	<b>(MAJOR)</b>
<b>F(VII)</b>	The Service Provider shall deposit Performance Guarantee in the form of cash (pay order) or bank Guarantee @ 5% for existing HGOs and 10% for new entrants / Service Providers of (Total package x Total allocated Hajj quota) valid for one year at the time of submission of Hajj Application form.	<b>(MAJOR)</b>
<b>F(VIII)</b>	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.	<b>(MAJOR)</b>
<b>G</b>	<b>COMPLETE INFORMATION</b>	
<b>G(I)</b>	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 and copy to concerned Hajj Directorate within given time.	<b>(MAJOR)</b>
<b>G(II)</b>	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.	<b>(MAJOR)</b>
<b>H</b>	<b>POST HAJJ REQUIREMENTS</b>	
<b>H(I)</b>	The Service Provider shall provide financial statements (audit report) annually duly authenticated by the Auditors as and when requisitioned by MORA&IH.	<b>(MAJOR)</b>

<b>Clause(s)</b>		<b>Penalty</b>
<b>H(II)</b>	The Service provider shall provide at least 35% 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.	<b>(MAJOR)</b>
<b>H(III)</b>	Service Provider shall provide post-Hajj Proforma alongwith 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.	<b>(MAJOR)</b>
<b>H(IV)</b>	The Service Provider after completion of Hajj Operation shall conduct a post Hajj meeting in KSA or Pakistan and submit report within two month under intimation to concerned Directorate of Hajj and Monitoring Section of MORA&IH.	<b>MINOR</b>
<b>(I)</b>	<b>GENERAL RULES &amp; REGULATIONS</b>	
<b>I(I)</b>	The Service Provider shall treat the Hujjaj with dignity and respect.	<b>(MAJOR)</b>
<b>I(II)</b>	The Service Provider shall abide by the Rules, Regulations and the Instructions issued by the Government of Pakistan and KSA from time to time.	<b>(MAJOR)</b>
<b>I(III)</b>	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 relating to Hajj arrangements.	<b>(MAJOR)</b>
<b>I(IV)</b>	The Service Provider shall conduct minimum two (02) Hajj Trainings (Minimum of one Physical) 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% participation of all intending pilgrims.	<b>(MAJOR)</b>
<b>I(V)</b>	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.	<b>(MAJOR)</b>
<b>I(VI)</b>	Collaborative arrangements shall be permissible with the prior approval of MORA&IH, subject to the condition that each Service Provider shall have the similar package, facilities. However, each Service Provider has booked Hujjaj independently as per their quota.	<b>(MAJOR)</b>
<b>Clause(s)</b>		
<b>J</b>	<b>GENERAL INSTRUCTIONS</b>	
<b>J(I)</b>	The MORA&IH will allow the Chief Executive or Director (as per SECP forms A and 29) or their nominee if the entire management is above 65 years of age 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.	
<b>J(II)</b>	Efforts will be made to resolve and settle the complaints of Hujjaj in KSA. For this purpose, MORA&IH shall have the mandate to constitute Complaint Resolution Committee (CRC) comprising officers of MORA&IH, Office of the Pilgrim Affairs of Pakistan (OPAP) and representatives of HOAP for resolving the issues of Hujjaj during Hajj in KSA. However, unsettled complaints shall be placed before Complaint Disposal Committee (CDC) in Pakistan.	

Clause(s)	Penalty
J(III)	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.
J(IV)	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.
J(V)	The complaint of Hujjaj, if any, against the Service Provider will be disposed by the Complaint Resolution Committee (CRC) in KSA and Complaint Disposal Committee (CDC) in Pakistan, having its jurisdiction to impose one or more penalties for violation of clauses and general instructions of SPA. The Committee will be guided by the punishments provided in the Agreement, Appeal against the decision of the CRC can be made before CDC and then to the Appellate Committee of the MORA&IH within 30 days of landing last Hajj flight in Pakistan and within 30 days of the CDC decision.
J(VI)	The Service Provider shall abide by the terms and conditions prescribed in this Agreement SPA or any additional conditions to be prescribed thereafter by the MORA&IH, Government of Pakistan and KSA.
J(VII)	The HGO responsible for any loss/damage to the Hujjaj and shall bear all the expenses / compensation etc. rather than from HCF when any legal/judicial/competent forum has decided for compensation.

I have read and understood the Agreement and undertake that all activities of HGOs and quota shall be governed under clause- of Hajj Policy 2022 i.e. general conditions of HGOs. I have no objection to the quota allocated to the HGO namely M/s \_\_\_\_\_ for Hajj 2022. I shall abide by the provisions of the SPA prescribed above for transportation of Hujjaj to KSA as well as other terms in current COVID's situation or any additional conditions / SOPs to be prescribed thereafter by the Ministry and KSA for providing services to the Hujjaj during Hajj2022.



\_\_\_\_\_  
**For and on behalf  
of Government of Pakistan**

\_\_\_\_\_  
**(Chief Executive)**  
Signature and thumb impression  
for and on behalf

Of M/S \_\_\_\_\_

**USMAN SAROSH ALVI**  
Joint Secretary  
Ministry of Religious Affairs  
and Interfaith Harmony  
Government of Pakistan  
Islamabad

**Signature & Thumb impression of all Directors (latest Forms A and 29) of Service Provider:**

Sr #	Name	Signature	Thumb Impression