

SERVICE PROVIDER AGREEMENT WITH HAJJ GROUP ORGANIZERS
(HAJJ-2013)

This Agreement is made at _____ on this _____ between the President of Islamic Republic of Pakistan through the Ministry of Religious Affairs, 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 2013 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:-

1.	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.
2.	The Service Provider shall develop website of its company and shall also display special sign board (Outside the office) and Enrollment certificate (inside the office), to be provided by the Ministry.
3.	The Service Provider shall abide by the rules, regulations and the instructions issued by Government of Pakistan (the First Party) from time to time.
4.	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. 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(Hajj Wing), Hajj Directorates and the Monitoring Teams in Makkah Mukarramah and Madinah Munawwarah.
5.	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.
6.	The Service Provider shall neither sell his quota/hajj nor purchase any quota/hajj from other Service Provider, except through collaborative arrangements with the prior approval of the Ministry.
7.	The Service Provider shall issue proper receipt (as per specimen provided by Government of Pakistan) 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.
8.	The Service Provider shall not book the pilgrims over and above the quota allocated to the HGO. The Service Provider shall neither sell his quota/haji nor purchase any quota/haji from other Service Provider. Service Provider shall not book any Haji through any agent or sub-agent.
9.	The Service Provider shall ensure that it shall utilize multiple entry visas as per Saudi Taleemat and instructions of Government of Pakistan.
10.	The Service Provider shall ink an agreement with each Haji covering all terms & conditions, facilities agreed such as package, distance of building from Harams, meal & Ziarat arrangement, transport facility, if any etc.
11.	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 firm 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.
12.	The Service Provider shall get the building agreement(s), attested from Hajj Directorate, Makkah-Madina as the case may be, and then get it attested from Moassassah South Asia along with English version, provide a copy thereof to D.G (Hajj), Jeddah as well as the Hajj Wing of the Ministry and respective Hajj Directorate as early as possible. The said information 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.
13.	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.
14.	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.
15.	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.
16.	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. If "E.No." has previously been generated in the Saudi Hajj Ministry on their earlier given particulars, no substitution would be

	allowed.
17.	The Service Provider shall provide financial statements duly authenticated by the Auditors as and when asked by the Government of Pakistan.
18.	The Service Provider shall provide a detailed break-up of expenses of package(s) to the Ministry of Religious Affairs as well as respective Hajj Directorate and Hujjaj of its Group at the time of receiving Hajj applications from the Hujjaj.
19.	The Service Provider will conduct a post Hajj meeting of all Hujjaj to hear and address their grievances 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.
20.	That the Service Provider shall be responsible to arrange their barcodes well within the specified time.
21.	The Service Provider shall depute two experienced attendants(One from Pakistan and one local Khadim from KSA) for and upto 100 Hujjaj for the welfare of Hujjaj (in consultation with the Ministry of Religious Affairs), in addition to the Service Provider's Chief Executive/Director. Names/contact numbers of these persons shall be communicated to MORA, concerned Haji Camp and Monitoring Teams in KSA.
22.	In case the Service Provider fails to abide by the agreed terms and conditions of this agreement, it shall be rendered ineligible for seeking any quota for subsequent Hajj Season as Hajj Group Organizer, in addition to a penalty that may also be imposed by the MORA on the HGO.
23.	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.
24.	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.
25.	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, GoP and Kingdom of Saudi Arabia, for providing service to the Hajjis during the current Hajj
26.	The Chief Executive or Director nominated by CE of the company shall only be allowed to have multiple visa of KSA for making arrangements in Saudi Arabia for Hujjaj.
27.	The Service Provider and Directors of the company shall be liable for the penalty prescribed by the Ministry of Religious Affairs, for violation of any terms and conditions of the approved package(s).
28.	The Service Provider shall abide by all contractual obligations and other rules/regulations/instructions prescribed/issued by the Ministry of Religious Affairs or Kingdom of Saudi Arabia from time to time.
29.	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.
30.	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.
31.	Decision of MORA regarding interpreting clauses of this Service Provider Agreement shall be considered as final.
32.	The Service Provider shall submit an undertaking on the Company's letter head that: <ul style="list-style-type: none"> i. I have submitted _____ Hajj Application Forms along with required documents, in accordance the Hajj Policy, 2013. ii The documents are correct according to my knowledge and belief. iii In case any information found is incorrect, I shall be liable for the consequences.

That I have perused and understand the Hajj Policy-2013 and fully agreed with the contents of the Policy.

That I have no objection to the Quota allocated to the HGO namely M/s _____ for Hajj 2013.

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, Islamabad and Kingdom of Saudi Arabia, for providing services to the Hajjis during Hajj 2013.

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. No.	Name	Signature	Thumb Impression