

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
A	OFFICE STRUCTURE	
A(I)	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.	(MAJOR)
A(II)	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.	(MINOR)
B	HAJJ PACKAGE	
B(I)	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	(MAJOR)