

## ANNEX-III

(On Stamp Paper of Rs.100/-)

### SERVICE PROVIDER AGREEMENT BETWEEN MINISTRY OF RELIGIOUS AFFAIRS & INTERFAITH HARMONY AND ZAIREENN GROUP ORGANIZER (ZGO)

This Agreement is made on this Day \_\_\_\_\_ of \_\_\_\_\_, 2021 between the President of Islamic Republic of Pakistan through the Ministry of Religious Affairs & Interfaith Harmony, Government of Pakistan Islamabad (*hereinafter called the Government of Pakistan*) and Zaireen Group Organizer M/S\_\_\_\_. Registration No . (*Hereinafter called the service provider*) and also referred to individually as a 'Party' and collectively as 'the Parties'. This agreement shall be implementable for a period of three years from its signing or till validity of registration whichever is earlier.

WHEREAS, the Government of Pakistan intends to facilitate the Pakistani Zaireen, who intend to perform Ziaaraat under the arrangements of Private Sector in accordance with the Zaireen Management Policy, SOPs and instructions of Respective Host Countries.

AND WHEREAS, the service provider has agreed to provide facilities to the Zaireen on the dates, schedule and Package/fee/charges as agreed between the Zair and the service provider.

NOW, THEREFORE, it is hereby agreed that: -

1. Profile	
a	The service provider shall maintain/establish a well-equipped office with active website and qualified staff.
b	The service provider shall declare its branch office(s) and its In-charge(s) (if any).
C	The service provider shall upload on its website and display in it's office at some conspicuous place; registration certificate of Ministry of Religious Affairs & Interfaith Harmony, Islamabad for performing as "ZGO".
d	The service provider shall declare its business, Chief Executive / Directors and

	workforce if any and take responsibility for their each and every action / act & performance what so ever. Their Profile i.e. Name, CNIC number complete address with their period of contract shall also be placed on its website.
e	The service provider shall also provide the following details to Ministry of Religious Affairs & Interfaith Harmony and upload on their website:  Legal Name of business, Date of its Establishment, Registration Number with validity date, complete office & website address along with contact details and Bank Account Numbers etc.
f	Previous year clearance certificate from the Respective Host Country (This clause shall not apply at the time of 1 <sup>st</sup> SPA/Registration with the Ministry).
<p><b>On violation of the instructions mentioned above at “a to f” in first instance a Warning shall be issued. In case of failure to comply with the instructions, contained in the warning letter within 15 days, a fine up to Rs: 100,000/- may be imposed on the ZGO. (Minor Penalty).</b></p>	
<p><b>2. Ziarat Packages/fees/Charges</b></p>	
a	Service Provider shall before enter into S.P.A. provide detail of packages/fees/charges to Ministry of Religious Affairs & Interfaith Harmony, Islamabad and also upload on its website as per followings: <ul style="list-style-type: none"> <li>i. Cost of total Package / fee charged by the ZGO.</li> <li>ii. Details of Mode of transportation in Pakistan and Host Countries along with tentative schedule and evidence about arranging / hiring of the same.</li> <li>iii. Details of accommodation in Pakistan &amp; Respective Host Countries.</li> <li>iv. Details regarding provision of the Food to zaireen during journey from the point of exit till re-entry in Pakistan. Any other additional facility offered to the Zaireen.</li> </ul>
b	Service Provider shall be bound to undertake Ziarat operation in the light of Rules, regulations & instructions/SOPs of Government of Pakistan and Respective Host Countries. Before undertaking Ziarat activities, service provider shall enter into an agreement with Zaireen on stamp paper of

	Rs.100/- giving detail of facilities to be provided to them, its cost, duration of Ziarat as well as detail of accommodation, Transport with rout of travelling and fixing the responsibility on both tour operator and zair for ensuring their return within visa period. Service Provider shall be responsible to upload signed agreement on their website. As a general practice, change in the agreement shall not be permissible after departure from Pakistan.
c	Service Provider shall provide detailed information in respect of its Zaireen, on group to group basis, to the Ministry of Religious Affairs & linterfaith Harmony before thirty (30) days of departure and seven (07) days after arrival highlighting the missing (if any). The same shall also be uploaded on its Websites.
d	The service provider will deposit Rs.500/- (Rupees Five hundred only) (non-refundable) per zair in Ziarat Fund of the Ministry in the form of Bank Draft / Pay Order at the time of submission of list of Zaireen.
e	ZGO will be bound to share their package & tour details with the authorities of respective host country(s) at the time of entrance.

**On violation of the instructions mentioned above at “a to e”, a cash penalty of Rs.100,000/- and above will be imposed on the ZGO. It will also be declared as black listed for future business. (Major penalty).**

### **3. Ziarat Business**

a	The service provider shall book only Pakistani citizens having valid CNIC / NICOP and machine-readable passport.
b	The service provider shall provide health insurance to its Zaireen through a registered insurance company (copy of insurance policy/ general agreement with insurance company to be provided to the Ministry and uploaded on the website of the ZGO).
c	Sale and Purchase of business being carried out by service provider shall not be allowed without prior approval of the Ministry RA &IH.
d	The service provider shall issue proper receipt to the Zair(s) after receiving the

	Ziarat package/fee/charges.
e	The service provider shall be responsible for affixation of Ziarat visas from the Concerned Embassy in Pakistan or from the point of exit from Pakistan, as the case may be.
f	The service provider shall upload on its website traveling schedule of its Zaireen from Pakistan to Respective Host Countries and their return etc., at least 15 days before commencement of Zaireen's journey.
g	The service provider shall make efficient arrangement to attend and look after Zaireen during their stay in Respective Host Countries.
h	The service provider shall deposit with the Ministry a refundable performance guarantee equal to 5% of its package/fee, charged from each Zair in the form of Bank Draft / Pay Order at least 30 days prior to departure of a particular group on Ziarat. The amount shall be returned on successful completion of respective ziarat journey and on demand of the ZGO subject to no pending complaint/ liability. The same may be forfeited on violation of any of clause of this agreement.
i	To determine financial soundness of the ZGO, it shall be required to submit financial statements duly verified by the certified Auditor or Bank on 31 <sup>st</sup> December of each year.
j	The service provider shall ensure timely return of Zaireen as per Instruction's / directions of Respective Host Countries.
k	The service provider shall abide by the rules, regulations and the instructions issued by Government of Pakistan and Respective Host Countries from time to time.
l	The complaint of Zaireen against the service provider shall be disposed of by the Ziarat Complaints Committee (ZCC) constituted by Ministry of RA & IH. The ZCC shall be empowered to deal with the matters / issues pertaining to violation of any clause of this Agreement.
m	Act of any fraud or forgery on the part of service provider will be treated as

	grave misconduct attracting provision of any of the major penalties.
n	Decision of Ministry of RA & IH regarding interpreting clauses of this Service Provider Agreement, shall be considered as final.
o	Any dispute with regard to this agreement can be taken up only in the Courts of Pakistan.
<b>On violation of the instructions mentioned above at “a to n” a cash penalty of Rs.200,000/- and above will be imposed on the ZGO. It will also be declared as black list for future business. (Major penalty).</b>	

I have read and understood the Service Provider Agreement (SPA) and fully agreed with its contents. I shall abide by all the above Terms & conditions as well as any additional conditions to be prescribed thereafter by the Ministry of Religious Affairs & IH, Islamabad and Respective Host Countries, for providing services to the Zaireen.

(Signature and thumb of

**Chief Executive/Owner/Salaar Name)**  
Complete Address with CNIC Attested copy

**Service Provider**

Ministry of Religious Affairs & Interfaith Harmony,  
Government of Pakistan,  
**GOP.**

Signature & Thumb impression of all (legal & authorized) Directors/ Partners of Service Provider (ZGO).

S No.	Name	Signature	Thumb Impression
1			
2			
3			