On Stamp Paper of Rs. 100/-)

## F.1(1)-2008-HP-II

## SERVICE PROVIDER AGREEMENT WITH HAJJ GROUP ORGANIZERS (HAJJ-2011)

Finaled	
offer of	11/2011

			is made President		on this public of Pa	day of kistan through the
Ministry of Pakistan")	Religious	Affairs, and	Islamabad	(hereinafter M/S	called the	"Government of
(Hereinafter of Party' and co			Total Control of the control of the control	ereinafter also	(address) (E referred to	nr. No) individually as a

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 2011 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:-

- 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..
- 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.
- 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. In these 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 Munawwarrah
- The Service Provider shall book Hujjaj only from the region for which the license
  has been granted. The Hujjaj shall travel from allocated place of departure by
  Hajj flight.

- The Service Provider shall book only citizens of Pakistan for Hajj. The Chief Executive shall be responsible, if any discrepancy is found later-on in this regard.
- The Service Provider shall neither sell his quota/haji nor purchase any quota/haji from other Service Provider, except through a collaborative arrangements with the prior approval of the Ministry
- The Service Provider shall issue proper receipt (as per specimen provided by Government of Pakistan) to the pilgrims after receiving their Hajj dues in the shape of pay order or bank draft only.
- The Service Provider shall not book the pilgrims over and above the quota allocated to him/her and shall not book any Haji through any agent or sub-agent.
- The Service Provider shall ensure that it shall not utilize multiple entry visas for Hajj purpose in any case.
- 11. 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.
- 12. 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.
- 13. The Service Provider shall get the building agreement(s), attested from Moassassah South Asia and furnish the copy to Hajj Directorate, Makkah/Madina, Hajj Wing of the Ministry and respective Hajj Directorate upto 1st Ramzan-ul-Mubarak1432 AH. 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.
- 14. 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.
- 15. The Service Provider shall furnish flight schedule of authorized airlines to the respective Hajj Directorate and the Hajj Wing of the Ministry.
- 16. The Service Provider shall strictly adhere to flight schedule of the pilgrims prepared by PIA/Saudi Airlines in consultation with the Government of Pakistan and conveyed to Maktab/Building owners, respective Hajj Directorate and all concerned agencies.



- 17. 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. Ministry will not issue Recognition letter to any HGO unless he/she provides evidence of booking of his Hujjaj with airlines.
- 18. 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 10% of the quota allocated to the Service Provider. The request for substitution must be submitted to the Government of Pakistan one month 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 possible.
- The Service Provider shall provide financial statements duly authenticated by the Auditors as and when asked by the Government of Pakistan.
- The Service Provider shall provide a break-up of expenses of package(s) to the Ministry of Religious Affairs as well as respective Hajj Directorate and the Haji.
- 21. 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.
- That the Service Provider shall be responsible to arrange their barcodes well within the specified time (i.e. 1<sup>st</sup> Ramazan-ul-Mubarak, 1432 A.H).
- 23. 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 of Ministry of Religious Affairs)in addition to the Service Provider's Chief Executive/Director of Hajj Group Organizer (HGO). Attendants shall wear specified Jackets bearing Pakistani flag.
- 24. 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 Government of Pakistan.
- 25. This Agreement shall be governed by the laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.
- 26. The Service Provider will offer only two Packages i.e Economy and Executive, keeping in view the Government packages for hajj-2011 as a benchmark with additional agreed services at mutually agreed charges.
- 27. The Service Provider will deposit Rs.5000/- per pilgrim in the Bank, if not deposited earlier, 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 in 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 bank shall not issue forms and as such quota shall not be allotted.
- 28. 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, Islamabad and Kingdom of Saudi Arabia, for providing services to the Hajjis during Hajj 2011
- The Chief Executive or Directors of the company shall only be allowed to have multiple visa of KSA for making arrangements in Saudi Arabia for Hujjaj.
- 30. 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).
- 31. The Service Provider shall abide by all contractual obligations particularly the terms and conditions of the Service Provider Agreement and other rules/regulations/instructions prescribed/issued by the Ministry of Religious Affairs or Kingdom of Saudi Arabia from time to time.
- 32. 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 coordination of MORA. They shall be sued for any loss/snags or damage caused to the intending pilgrims. The MORA will not own any responsibility to make good any damage or loss.
- 33. In case Service Provider fails to perform contractual obligation resulting in serious fraud/deceit of the pilgrim, the defaulter shall be penalized and criminal action shall also be initiated under Pakistan Penal Code(PPC).
- 34. Efforts will be made to resolve and settle the complaints in KSA. Any complaint settled and placed on the record of Directorate General (Hajj), Jeddah. shall not be reopened in Pakistan.
- 35. Ministry of Religious Affairs shall be the sole authority to determine the nature and extent of liability of defaulting HGOs.
- Interpretation of any clause of this Service Provider Agreement made by Ministry of Religious Affairs shall be considered as final.

	Signed by
Name	
	(Chief Executive
Company's Name	
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Seal and Signed by the Oath Commissioner



11		S/O,D/O	
do her	eby solemnly affirm and dec	lare as under:	
i.	that I have perused and uncontents of the Policy.	derstand the Hajj Policy	-2011 and fully agreed to the
ii.		on to the Quota all	ocation scheme/formula of
iii.	conditions to be prescribe	d thereafter by the M	prescribed or any additional inistry of Religious Affairs, viding services to the Hajjis
	Done at the place and date h	erein above.	
			Signed by
		Name	
			(Chief Executive
		Thumb in	pression
		Company's	Name
For an	d on behalf of		For and on behalf of
Government of Pakistan			Service Provider
			Seal of the Company
Signat	ure & Thumb impression of a	my two Directors of the	Company:
S.No	. Name	Signature	Thumb impression

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