

HGO- SERVICE PROVIDER AGREEMENT – Hajj: 2024

This Service Provider Agreement (SPA) is made on this Day ____ of _____, 2024 at Ministry of Religious Affairs & Interfaith Harmony, Islamabad (hereinafter referred to as MORA&IH) BETWEEN MORA&IH and HGOs M/s _____ (Pvt) Ltd. Enrolment No. _____ one of the member company of M/S _____ Munazzam (Private) Limited (hereinafter called the Service Provider):

The main purpose of this Agreement is to regulate and monitor the Hajj operation 2024 of Service Provider, in accordance with the terms and conditions mutually agreed. However, following are the main points for strict compliance: -

- a. Booking of all Hujjaj shall be digitized through banking channels and amount of hajj dues by the pilgrims shall be deposited only in company bank account provided to MORA as prescribed in HGO-MIS.
- b. No manual receipt shall be issued to the intending Hujjaj.
- c. Bank Account numbers (Foreign currency and Local currency accounts) shall be properly maintained in HGO-MIS and shall also displayed at respective office premises.
- d. QR code as per specimen provided by the Ministry shall be given to Hujjaj for baggage identification purpose.
- e. Pak Hajj App (mobile App) is mandatory for all Private Hujjaj.

- 1**
- 1. Definitions:** In this Agreement, unless provisions of Hajj Policy 2024 provide 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 management of Service Provider for conducting Hajj business, permanently.
 - iii. **Complaint** means any grievance with relevant information or evidence lodged by a Haji against the Service Provider relating to Hajj within the stipulated time.
 - iv. **Complaint Disposal Committee (CDC)** means the committee constituted by the Secretary, MORA&IH to entertain complaints and its disposal thereof. The decision of CDC can be appealed before the Appellate Committee by the complainant or the Service Provider within 15 days of the receipt of the decision.
 - v. **Forfeiture** means confiscation of performance/Bank/Cash/Insurance guarantee in favor of MORA&IH on unsatisfactory performance or violation of the SPA by the Service Provider.
 - vi. **Hajj Group Organizer (HGO)** means a company duly licensed and registered with MORA&IH, with quota, as Service Provider to the Hujjaj;
 - vii. **Hajj Package** means the amount of Hajj package and additional facilities (if any) as agreed with the Haji(s).
 - viii. **Hajj Quota** means allocated number of Hujjaj by MORA&IH to a Service Provider/HGO/Munazzam for performance of Hajj in a particular year.
 - ix. **Hardship** means any unforeseen mishap or situation faced by the Service Provider restraining it from provision of facilities to an intending Hujjaj as per the agreement.
 - x. **HOAP** means Hajj Organizers Association of Pakistan.
 - xi. **HGO Management Information System (HGO-MIS);** means the software prepared and maintained by Ministry for Data Management of HGO and the Haji.
 - xii. **Munazzam:** a private limited company registered with SECP as per Saudi Taleemat, responsible for provision of services to its Hujjaj in Pakistan and KSA alongwith its constituent HGOs.
 - xiii. **Mujamla Visa** means Hajj visa issued by the Embassy of KSA in Pakistan apart from country's own Hajj quota.
 - xiv. **Monitoring** means overseeing the arrangements and services provided by the Service Provider/Munazzam to the Hujjaj during Hajj operation both in Pakistan and in KSA as per Service Provider Agreement (SPA) and individual agreements with Hujjaj on complaint basis.
 - xv. **Performance Guarantee** means an amount deposited by a Service Provider, in the form of cash/bank/insurance guarantee (Takaful) (issued by a company having AA rating) for performance of Hajj operation to the satisfaction of the MORA&IH.
 - xvi. **Haji** means a person who makes payment for Hajj and or signs an agreement with the Service Provider for performance of Hajj within HGO quota having HGO receipt.

	<p>xvii. Service Provider means Munazzam and its constituent HGOs so authorized by the Ministry to book Hujjaj for hajj on the specified terms and conditions contained in Hajj Policy of the concerned year and instructions issued by the MORA&IH.</p> <p>xviii. Subletting means sale and purchase of Hajj quota or operation of Hajj by a Service Provider to any other person or Service Provider.</p>																																	
2	<p>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.</p> <p>i. Major penalty shall include permanent blacklisting of the management of the Service Provider and / or auction of the quota or suspension/cancelation/rescinding of license for specific period, reduction of Hajj quota of the service provider for a period decided by the committees, forfeiture of performance guarantee/insurance from the insurance company.</p> <p>ii. Minor penalty shall include fine proportionate to violation, warning on account of violation of clauses of agreement.</p> <p>The Director (Monitoring)/CDC/Appellate Committee shall have absolute authority to pass order for compensation to the aggrieved party.</p>																																	
3	<p>Terms and Conditions: The following terms and conditions shall constitute the integral part of the SPA</p>																																	
	<table border="1"> <thead> <tr> <th data-bbox="156 725 220 792"></th> <th data-bbox="220 725 1315 792">Clauses(s)</th> <th data-bbox="1315 725 1485 792">Penalty</th> </tr> </thead> <tbody> <tr> <td data-bbox="156 792 220 860">A.</td> <td data-bbox="220 792 1315 860">OFFICE STRUCTURE</td> <td data-bbox="1315 792 1485 860"></td> </tr> <tr> <td data-bbox="156 860 220 1137">1.</td> <td data-bbox="220 860 1315 1137">HGOs 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.</td> <td data-bbox="1315 860 1485 1137">(MAJOR)</td> </tr> <tr> <td data-bbox="156 1137 220 1279">2.</td> <td data-bbox="220 1137 1315 1279">HGOs shall properly maintain and update website of the company on permanent basis having company profile, details of management, list of member HGOs, Hajj Package valid contact numbers for Hajj bookings.</td> <td data-bbox="1315 1137 1485 1279">(MINOR)</td> </tr> <tr> <td data-bbox="156 1279 220 1346">B</td> <td data-bbox="220 1279 1315 1346">HAJJ PACKAGE</td> <td data-bbox="1315 1279 1485 1346"></td> </tr> <tr> <td data-bbox="156 1346 220 1518">1</td> <td data-bbox="220 1346 1315 1518">The service provider will clearly mention the Matktab category (A, B, C, D) and all other facilities to be provided to Hujjaj against the total amount of their package for each haji. All these will be mentioned in the agreement signed with Hujjaj individually and will be uploaded on HGO-MIS.</td> <td data-bbox="1315 1346 1485 1518">(MAJOR)</td> </tr> <tr> <td data-bbox="156 1518 220 1691">2</td> <td data-bbox="220 1518 1315 1691">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 copies of Registration Certificate/Quota Offer Letter and packages at prominent place inside its office premises and website.</td> <td data-bbox="1315 1518 1485 1691">(MINOR)</td> </tr> <tr> <td data-bbox="156 1691 220 1794">3</td> <td data-bbox="220 1691 1315 1794">The service provider shall upload estimated detailed breakup of the Package(s) offered on HGO-MIS prior to commencement of its flight operation.</td> <td data-bbox="1315 1691 1485 1794">(MINOR)</td> </tr> <tr> <td data-bbox="156 1794 220 1861">4</td> <td data-bbox="220 1794 1315 1861">HGOs shall not charge over and above the Hajj package.</td> <td data-bbox="1315 1794 1485 1861">(MAJOR)</td> </tr> <tr> <td data-bbox="156 1861 220 1928">C</td> <td data-bbox="220 1861 1315 1928">Hajj Booking</td> <td data-bbox="1315 1861 1485 1928"></td> </tr> <tr> <td data-bbox="156 1928 220 2033">1</td> <td data-bbox="220 1928 1315 2033">The service provider shall only book Pakistani citizens having valid machine-readable Pakistani passport as per the Hajj Policy.</td> <td data-bbox="1315 1928 1485 2033">(MAJOR)</td> </tr> </tbody> </table>		Clauses(s)	Penalty	A.	OFFICE STRUCTURE		1.	HGOs 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)	2.	HGOs shall properly maintain and update website of the company on permanent basis having company profile, details of management, list of member HGOs, Hajj Package valid contact numbers for Hajj bookings.	(MINOR)	B	HAJJ PACKAGE		1	The service provider will clearly mention the Matktab category (A, B, C, D) and all other facilities to be provided to Hujjaj against the total amount of their package for each haji. All these will be mentioned in the agreement signed with Hujjaj individually and will be uploaded on HGO-MIS.	(MAJOR)	2	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 copies of Registration Certificate/Quota Offer Letter and packages at prominent place inside its office premises and website.	(MINOR)	3	The service provider shall upload estimated detailed breakup of the Package(s) offered on HGO-MIS prior to commencement of its flight operation.	(MINOR)	4	HGOs shall not charge over and above the Hajj package.	(MAJOR)	C	Hajj Booking		1	The service provider shall only book Pakistani citizens having valid machine-readable Pakistani passport as per the Hajj Policy.	(MAJOR)
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2	The service provider shall book Overseas intending Hujjaj under Sponsorship Scheme as per policy.	(MAJOR)
3	The service provider shall make sure that Hajj dues remitted from abroad under the Sponsorship Scheme are deposited in foreign currency account and shall provide digital trail of transaction(s) on HGO-MIS duly supported by bank statement. Furthermore, the aggregated sponsorship inward remittance amount can also be collectively considered within a Munazzam company.	(MAJOR)
4	The service provider shall not sell or purchase or sublet its assigned quota to or from other Service Providers/person/agents.	(MAJOR)
5	The service provider shall conduct Hajj booking through HGO-MIS, receive Hajj dues through company's bank accounts (one local and one foreign currency account) and issue system generated receipts of HGO-MIS to the intending Hujjaj and same shall be uploaded on HGO-MIS.	(MAJOR)
6	The service provider shall neither book nor issue manual receipt of hajj amount to the intending Hujjaj.	(MAJOR)
7	The service provider shall not book the Hujjaj over and above its allocated quota and in case of violation criminal proceedings shall be initiated in addition to major penalty.	(MAJOR)
8	The service provider shall not book Hujjaj prior to the permission of the Ministry.	(MAJOR)
9	The service provider shall not book Hujjaj for Hajj through visit / business / mujamla visa himself or through any agent / sub-agent. However, under the sponsorship schemes, HGO is allowed to book overseas Pakistanis through other Service provider /person/ agent.	(MAJOR)
10	The service provider shall sign a system generated agreement (covering all the details and facilities including Airline, accommodation transportation, food etc. as per the Hajj package) with each Haji or authorized nominee in case of overseas Haji, at the time of booking and shall provide a copy of the same to the Haji as well as upload on HGO-MIS. Further, any change in the agreement shall also be updated on HGO-MIS and new print of system generated agreement shall be signed with the consent of the Haji shall also be replaced/uploaded on HGO-MIS. In case of those Hujjaj who do not sign agreements, proof of providing and receiving such agreement to those Hujjaj shall be retained and shared as and when required.	(MAJOR)
11	The service provider shall inform the MORA&IH about all its substitution (not exceeding 20% of quota) cases and shall upload and update on HGO-MIS on or before specified date by MORA&IH. However, if the permissible limit of substitution exceeds 20%, it may be relaxed on case to case basis by MORA &IH.	(MINOR)
12	Substitution will be allowed with the condition that dropped out Haji has no objection and has been refunded as per agreement. To this effect a written statement is required from the dropped-out Haji, to be submitted by the Service provider to the Ministry. However, if intended haji after issuance of hajj visa, intentionally or due to any reason did not travel for hajj and substitution was not availed, refund will be made after deduction of non-refundable amount of the package.	(MAJOR)
13	The service provider shall also provide a Hajj book (details about Manasik-e-Hajj and administrative matters) as per agreement to each Haji well before proceeding to KSA.	(MINOR)
14	Female Hujjaj can proceed for Hajj without mehram subject to the conditions that i)	(MINOR)

	their parents/ husband/mehram allow them ii) they are in the group of reliable females iii) there is no threat to their dignity, as per the decision the Council of Islamic Ideology (CII) taken in its session No. 232 held on 6 th -7 th June, 2023.	
15	The service provider as per SOPs of government shall obtain and upload valid medical certificate including no pregnancy certificate, in case of female Haji that she does not have 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.	(MAJOR)
D	ACCOMMODATION ARRANGEMENTS	
1	The service provider shall ensure that there is no discrepancy in the information uploaded on HGO-MIS and KSA E-Hajj/Nusuk regarding accommodation etc. There shall be no dummy entries in the system.	(MAJOR)
2	The service provider shall provide accommodation to the Hujjaj as per the information uploaded on KSA E-Hajj System and HGO-MIS system.	(MAJOR)
E	TRAVEL ARRANGEMENTS	
1	The service provider HGOs shall arrange travel arrangements for the intending Hujjaj or his / her substitute as agreed in the Hajj Package and confirm the same to the Haji at least 03 (three) days prior to departure of Hajj flight. This will not be applicable to substitution cases and technical errors regarding E-Hajj.	(MINOR)
2	Every group (number of Hujjaj as per KSA SOPs) shall be accompanied with one representative of the Service Provider and this responsibility shall not be assigned to any Haji.	(MAJOR)
3	The service provider shall provide identity card to each Haji containing Name, Passport number, KSA Building address, Maktab number, Pakistani Contact number, Hajj Application number, Service Provider Name & Enrollment number, Pakistani Hajj Mission Contact number, KSA Complaint Cell No, KSA Contact number of Service Provider and its representative etc.	(MINOR)
F	ADMINISTRATIVE ARRANGEMENTS	
1	The HGOs shall be responsible to upload all Hajj related information on E-Hajj portal for issuance of visa within specified time. The same information shall be available on HGO-MIS by HGO.	(MAJOR)
2	The service provider shall maintain experienced employees of the company @ 99 Hujjaj per employee, as per the Saudi Taleemat.	(MAJOR)
3	The HGO shall specifically mention the names of Ziaraat to be arranged in Makkah and Madina in Hajj agreement as well as during training sessions.	(MINOR)
4	The service provider shall upload correct information pertaining to KSA accommodation and contact numbers/WhatsApp Numbers of its staff in KSA on HGO-MIS at least 24 hours before every hujjaj group flight.	(MAJOR)
5	The service provider shall deposit performance Guarantee @ 05% in case of existing HGO and @ 10% in case of new HGOs, of the packages (package x quota) in the form of Bank Guarantee / pay order/demand draft / insurance guarantee (Insurance guarantee (Takaful) (issued by a company having AA rating) rating and accredited with IATA). The collective performance guarantee furnished by HOAP as per MOU shall be valid for one year or till final decision of the CDC only in case of those HGO against which complaints are under process for final decision of the CDC. (SOPs for insurance (takaful) guarantee shall be issued separately). On satisfactory performance of the Service Provider, the Bank Guarantee / pay order/demand draft / insurance guarantee shall be released accordingly.	(MAJOR)

6	The service provider shall ensure to get surety from their respective Hujjaj for not skipping in Saudi Arabia and return within due course of time.	(MAJOR)
7	The service provider shall furnish proof/certificate from HOAP that amount of 1% accommodation; as per Saudi Taleemat has been deposited with HOAP.	(MAJOR)
G	COMPLETE INFORMATION	
1	The service provider shall carefully 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 as per time line issued by the Ministry.	(MAJOR)
2	The service provider will enter correct cell number of the Hujjaj in hajj application form.	(MINOR)
3	The service provider HGOs shall upload correct information on HGO-MIS (Hajj Application Form) in respect of nominee of the intending Hujjaj with his / her consent. The nominee may be next to kin of intending Haji or any person nominated by the Haji.	(MAJOR)
H	POST HAJJ REQUIREMENTS	
1	The service provider shall provide financial statements (audit report) annually duly authenticated by the Auditors as and when requisitioned by MORA&IH.	(MAJOR)
2	The service provider shall provide 30% filled in feedback forms of Hujjaj of its allocated quota to this Ministry within a month time of completion of Hajj operation.	(MAJOR)
3	The service provider shall provide post-Hajj Proforma along with documentary evidence(s) of expenditure (as and when required by the MORA&IH) in respect of accommodation (Makkah, Madinah, Azizia, Mashair) Maktab Charges, Airfare, Food (Makkah, Madinah, Azizia, Mashair), transport (inter-city, intra-city, Mashair) etc.	(MAJOR)
I	GENERAL RULES & REGULATIONS	
1	The service provider shall treat the Hujjaj with dignity and respect.	(MAJOR)
2	The service provider shall abide by the Rules, Regulations and the Instructions issued by the Government of Pakistan and KSA from time to time.	(MAJOR)
3	The service provider shall conduct Hajj Training with intending Hujjaj 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% intimation to all intending Hujjaj.	(MAJOR)
4	The service provider shall impart training regarding mobile App to ensure real-time updates, feedback, and notifications for the Hujjaj. Hujjaj should also be provided with a QR code (provided by MORA) containing all their Hajj details, ensuring quick assistance when needed.	(MINOR)
5	Any fraudulent act on account of Hajj arrangements in Pakistan or KSA on the part of Service Provider shall be treated as a mis-commitment.	(MAJOR)
6	Collaborative arrangements by HGOs within Munazzam Company are permissible. However, collaborative arrangements by Munazzam Company with other Munazzam Companies shall be permissible with intimation to MORA &IH. However, each Service Provider shall book Hujjaj independently as per their package/quota. Responsibility of complainant haji shall lie upon the concerned HGO by whom it was booked.	(MAJOR)
J	GENERAL INSTRUCTIONS	
1	The MORA&IH will allow Service provider for issuance of multiple entry visas to KSA for making arrangements of the Hujjaj. The Service Provider shall ensure that multiple entry visas shall be utilized as per KSA Taleemat and instructions of the Government of Pakistan.	

2	Efforts will be made to resolve and settle the complaints of Hujjaj in KSA. Director (Monitoring) will decide and settle complaints, as per SPA, in consultation with Chairman, HOAP or his nominee in KSA. However, only unsettled complaints shall be placed before Complaint Disposal Committee (CDC) in Pakistan and settled cases will not be reopened.
3	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.
4	Decision of MORA&IH regarding interpreting clauses of this Service Provider Agreement shall be considered as final.
5	Performance assessment/audit of HGOs will be carried out any time with prior notice of 15 days to the concerned Service Provider with intimation to HOAP
6	All complaints of Hujjaj received against the Service Provider or cases referred by Director (Monitoring), shall be placed before Complaint Disposal Committee (CDC) in Pakistan, having its jurisdiction to impose one or more penalties for violation of the individual agreements, non-compliance of SPA, monitoring mechanism or any other fraud with the Hujjaj. Appeal against the decision of CDC can be filed before the Appellate Committee of the MORA&IH within 15 days of issuance of CDC decision.
7	Only those signed complaints shall be considered by CDC which are received within one month of arrival of last hajj flight in Pakistan.
8	Complainants should only be allowed to take back or withdraw their complaints or arrive at mutual settlements before the decision of CDC.
9	The service provider shall abide by the terms and conditions prescribed in the SPA or any additional conditions to be prescribed thereafter by the MORA&IH, Government of Pakistan and KSA.
10	Efforts shall be made to provide "Route to Makkah" facility to Hujjaj travelling from Islamabad/Karachi airports to KSA.
I have read and understood the Agreement and undertake that all activities pertaining to performance of Hajj shall be governed under Hajj Policy 2024. I have no objection to the quota allocated to the HGO namely M/s _____ for Hajj 2024. I shall abide by the provisions of the SPA prescribed above for transportation of Hujjaj to KSA, as well as other terms or any additional conditions / SOPs to be prescribed thereafter by the Ministry and KSA for providing services to the Hujjaj during Hajj 2024.	

(Chief Executive)
Signature and thumb impression
for and on behalf of
M/s. _____

Signature & Thumb impression of all Directors of the Company:

Sr. #	Name	Signature	Thumb Impression
1.			
2.			