



## contract to provide additional services at the Holy Places

With the help of Allah and his Companions, that on the day of Wednesday on 09/11/1443 AH corresponding to 08-JUN-22 AD, this contract was concluded between:-

1. Messrs/ The National Foundation for pilgrims of: Company of Pilgrims of South Asia countries Headquarter: Holy Makkah – Street: المنصورية, Tel No.: (555698002) Fax: (0125322222), Represented in signing of this contract Mr. /OSAMA ABDULLAHA AHMAD DANISH As the Establishment Chairman of the Board of Directors .

(Referred to in this contract as First Party)

2. Messrs/ PAK LAND TRAVELS(PVT) LTD, authorized to practice the activity of providing the services for pilgrims coming from outside of the Kingdom of Saudi Arabia, from the country of: (Pakistan) bearing the organizer Number:3190), Address: OPPOSITE DISTRICT CIRCULAR ROAD Tel. No.: : 0092412624747 Fax: 0092412636334 E-mail: (info@paklandtravels.com) Represented in signing this contract by Mr. / SYED WASIF RAZA - Nationality: (Pakistan) bearing the passport No.: (bq9896785) Mobile No.: (3008660229).

(Referred to in this contract as the Second Party)

### **Preface:**

Whereas the first party is competent in providing service for pilgrims coming from outside of the Kingdom Saudi Arabia, from country of (Company of Pilgrims of South Asia countries) and follow up the organizing of their pilgrimage affairs inside Holy Makkah and all the holy places (Mina - Arafa - Muzdalifah) and practice all official powers as per systems, regulations resolutions controls and instructions organizing the Hajj which are issued by the competent official authorities in the Kingdom of Saudi Arabia, and the first party has the administrative, technical, human and material resources necessary to serve the pilgrims of the State of (Pakistan).

Whereas the second party practices the powers and competence of organizing the bringing of pilgrims from the (Pakistan) in the city of Holy Makkah and the holy places (Mina - Arafa - Muzdalifah), and expressed his desire that the first party provide Additional services for its pilgrims other than the basic provided by the first party for the rest of pilgrims for the Hajj season of the year 1443 H, and where the first party expressed willingness to provide the additional services required, the will of the parties met together and after each party has recognized the full capacity legally considered for contracting and stated consent and acceptance and right representation For the conclusion of this contract and after having rejected injustice and Aleatory have been agreed to conclude this contract in accordance with the following items:

**Item 1:**

The previous preamble, the above mentioned data, all appendixes and attached documents are an integral part

**Item 2:**

The second party stated its full knowledge of all systems, regulations, and instructions related to the arrangements and organization of pilgrimage affairs \*\* for the year 1443, issued by the Ministry of Hajj and Umrah and commitment to abide by them.

**Item 3:**

Both Parties agreed that the duration of this contract shall be one Hajj season for the year 1443 H, and shall commence on the date of 07/12 and end on the 13/12 of the Hajj season.

**Item 4:**

The two sides agreed that the spatial scope of the implementation of the contract should be in the city of Holy Makkah in the holy places (Mona - Arafat - Muzdalifah).

**Item 5:**

The two parties agreed to determine the scope of additional services provided to the pilgrims of the second party in the holy places as follows:

Service Place	The cost per Hajj	Service Description	Service Name
MENA ARAFAT MUZDALIFAH	138	Cleaning Services Arafat	Cleaning Services Arafat
MENA ARAFAT MUZDALIFAH	368	Split Unit AC Mina	Split Unit AC Mina
MENA ARAFAT MUZDALIFAH	138	Cleaning Services	Cleaning Services
MENA ARAFAT MUZDALIFAH	304.75	Gypsum Board Mina	Gypsum Board Mina
MENA ARAFAT MUZDALIFAH	287.5	Fan and AC	Fan and AC
MENA ARAFAT MUZDALIFAH	34.5	Fan	Fan
MENA ARAFAT MUZDALIFAH	253	Sofa bed Mina	Sofa bed Mina
MENA ARAFAT MUZDALIFAH	253	Sofa bed	Sofa bed
MENA ARAFAT MUZDALIFAH	1121.25	Buffet upgrade	Buffet upgrade

Service Place	The cost per Hajj	Service Description	Service Name
MENA ARAFAT MUZDALIFAH	218.5	Doors Gypsum Lights & Toilets	Doors Gypsum Lights & Toilets

**Item 6:**

The two parties agreed that the number of pilgrims agreed on their service in the holy places (Mona - Arafat - Mzdlifah) is (71) pilgrim belonging to the second party.

**Item 7:**

Both parties agreed that the value of this contract shall be a total amount of 221271.5 SR only, including the amount of VAT (15%), where the second party will pay (100% or installments to be defined of the total value of this contract at the time of signing of this contract Through the unified electronic path for pilgrims coming from abroad, (e.g.: 50% of the total value of the contract to be paid on signing the time of signing, and the remaining amount of the contract shall be paid in installments that complete 50% at a maximum date of (20/11 / 1442H through the electronic track), and any contract after the date of 20/11 / \*\* 14H, the second party shall pay the full amount of the contract and is not entitled to recover the amount any reason.

**Item 8:**

The first party as per this contract undertakes to the following:

1. the implementation of the contract at all stages and the required administrative and technical procedures.
2. Preparing and equipping all sites where additional services agreed with the Second Party will be provided with all possible precision and care before the arrival of the pilgrims to it. In this regard, he may contract with whoever he deems fit to implement all or some elements of the services, whether subordinate to it or other in accordance with the regulations and standards followed.
3. Provide adequate number of regular workers and supervisors to ensure the full implementation of the contract.
4. Application and implementation of the instructions, conditions and specifications set by the Ministry of Hajj and Umrah in relation to housing of pilgrims at the holy places and special spaces given for each pilgrim.

**Item 9:**

The Second Party as per this contract undertakes:

1. Not to contract directly with the Field Service Groups or with any other institution or party regarding the implementation or providing of any additional services agreed upon with the First Party or any other programs or elements of any additional services except through the First Party.
2. Not to neglect or violate the laws, regulations and instructions governing Hajj affairs.
3. Not to require the organizer to provide additional service to any number of pilgrims greater than the number of pilgrims specified in this contract in the sixth item.
4. Payment of the full entitlements of the first party through the payment mechanism agreed upon in article 7.
5. Continuing coordination with the first party regarding all the services provided to the pilgrims and informing it in writing of any emergency, notice or problem at on time.
6. In the event that the Second Party or of its pilgrims has not received any of the contracted services due to negligence or issue by the First Party or the service offices affiliated with the First Party, the second party is entitled to communicate with the customer protection department at the institution as described below:

<b>E-Mail</b>	<b>Mobile Number</b>	<b>Name</b>
bkissnawi@mhsae	966591596400	

In order to prove the situation at the moment of its occurrence and at the same location of providing the service, and not after the expiry of the estimated period to receive the contracted service for pilgrim. The Customer Protection Department shall solve the problem by providing the shortfall if possible, or deducting the value of the item from the value of the contract and prove it.

-In the event that the customer protection department does not respond to the problem in order to solve it, the representative of the pilgrims can escalate to the monitoring and follow-up committee in the Ministry of Hajj through the approved application by the Ministry of Hajj and Umrah for complains ( Service complaint) to find a solution that proving the rights of pilgrims at the same service location and during the estimated period of service delivery as described in the contract.

-In the event of repeating of such this negligence, an amount of SR 5000 will be deducted from the service offices from the approved wallet of the institution for the Ministry of Hajj and Umrah account, provided that the institution settles the deducted amounts internally with its service offices.

7. If the second party requests that the contract be canceled electronically, before the date (\*\*\*\* 30 Shawwal \*\*\*) the institution shall transfer the full amount to the organizer's account through electronic track, after the approval of the first party.

8. In case the Second Party request the cancellation of this contract, for reasons acceptable to the first party from the date of the 1st of the month of Dhul Qa'da until the 20th of the month of Dhul Qa'da, the 1st party will have the right to deduct 25%, including VAT 15% of the pilgrims services value and the second party will handle over the remaining value through the institution by transfer of the amount to the account of the organizer through the electronic track (note that the first party has begun the implementation of the additional services at an early date and consequent Financial obligations due to others ) And after that date it shall terminate the second party's right to refund the amount paid to the first party.

## **'General Provisions'**

### **Item 10:**

The signature of the second party to this contract electronically constitutes a declaration of granting and authorization for the first party to commence its obligations and the entry into force of the contract.

### **Item 11:**

Both Parties agreed that all notifications, notices and official communications made between them shall be through the unified electronic system for pilgrims coming from abroad.

**Item 12:**

This contract shall be valid and effective for its legal effects from the date of signature of the parties to the contract electronically by means of the unified electronic path for pilgrims from abroad, and no one shall take any

**Item 13:**

The Parties agree that the force, natural disasters, sudden accident, emergency situation or what is required by the instructions for the safety and security of Pilgrims occurring during the implementation of the provisions of this Contract shall be capable of Disable, delaying or canceling any of the provisions of this Contract which are

**Item 14:**

This contract shall be subject to all regulations, decisions and instructions issued by the official authorities in the Kingdom of Saudi Arabia and the provisions of the Islamic Shari'a and the Saudi Arbitration Law in all that is not provided in this contract, and this contract supersedes all previous agreements or contracts whether verbal or written if any.

**Item 15:**

Both parties have agreed that in the event of a disagreement in the interpretation or implementation of this contract, it shall be resolved by mutual consent within ten days and in an amicable manner. If this is not possible, the objection shall be submitted to the Ministry of Hajj and Umrah or the Shari'a Courts in the Kingdom of Saudi Arabia. In accordance with the Saudi arbitration, and the place of arbitration in the city of Holy Makkah.

**Item 16:**

This contract is electronically made in Arabic and shall be available for each party to print according to its need after the parties have accepted it, which is tantamount to signing it electronically and which is binding on both parties.

**Allah Almighty grants success ,,,**

<u>Approval and signature</u>	
<u>The First Party</u>	<u>The Second Party</u>
Company of Pilgrims of South	PAK LAND TRAVELS(PVT)