

**AGREEMENT BETWEEN DMRCA AND THE HAJJ
TRAVEL OPERATOR**

AGREEMENT is made and entered in to on this _____
day of March, Two Thousand and Twenty (2020)

By and between

Department of Muslim Religious & Cultural Affairs of No.180, T.B. Jayah
Mawatha, Colombo 10, Sri Lanka, (hereinafter referred to as the 'DMRCA') of the
One Part

And

----- (Name of the company) of No.----- (address) ----- (hereinafter
referred to as Hajj Travel Operator or 'HTO') of the Other Part.

WITNESETH

WHEREAS DMRCA is in charge of Issuing licenses and registering the Haj
Travel Operators in Sri Lanka and the HTO is a registered Hajj service provider
bearing Registration No.---

AND WHEREAS in order to ensure the rights and safety of the Sri
Lankan pilgrims who perform Haj (hereinafter referred to as 'Hajees' or
'Pilgrims') and to provide a better service and facilities to the said Hajees
DMRCA and the HTO agree to enter into these presents in accordance with
the terms covenants conditions and stipulations contained in these
presents

AND WHEREAS the HTO has agreed to provide facilities to its pilgrims on
mutually agreed terms and conditions through a separate agreement with the
intending pilgrims.

NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed by
and between the DMRCA and the HTO as follows:-

1. This Agreement supplements and adds to all the rules, regulations, recommendations, guidelines, qualifications and other requirements to be fulfilled by the HTO to act as a Hajj operator for the year 2020.

2. In this agreement, unless the context otherwise requires:

‘Bank Account’ means the Account opened in a state bank that has a MUDHARABA account and wide network of branches

‘Bessa’ means Free Movement Pass (FMP) privileged visas that KSA issues to Sri Lanka

‘Fund’ means a single guarantee fund created by the contribution of all the HTO’s who take pilgrims for Hajj in the year 2020

3. This agreement shall be in force for the Hajj 2020.

4. This Agreement supplements, and is not an amendment to or in derogation of, any other agreement between the Company and the Employee relating to employment or the terms and conditions thereof.

5. The HTO shall have a minimum of fifty (50) pilgrims registered under them in order to obtain the Hajj License and take pilgrims to Hajj for the year 2020. In case the HTO fails to get such a number, the HTO shall not be entitled to BESSA and shall not be allowed to take any pilgrim to Hajj in the year 2020.

6. The HTO may take the hajeess for Hajj on three (03) different packages based on the facilities to be provided for the hajeess. The HTO shall not charge over and above the agreed packages under any circumstances. The packages shall be

- a. Rs. 575,000/- Package
- b. Rs. 650,000/- Package
- c. Rs. 750,000/- Package

7. The HTO shall take Hajees for Hajj 2020 is as follow:
 - a. If HTO takes exactly 50 pilgrims - all the hajees shall be taken on Rs.575,000/- Package
 - b. If the number of hajees are above 50 but below 100 - 60% shall be taken from Rs.575,000/- package and the balance 40% shall e taken from Rs.650,000 package.
 - c. If the number of hajees are above100 - 60% shall be taken from Rs.575,000/- package and 30 % shall be taken from Rs. 650,000/- package and the balance 10% shall be taken from Rs.750,000/-.
8. The HTO shall be responsible to provide all facilities as per the description of packages specified in the annex I (including Star Hotels in Macca and Madina within 300 meters from Haram and B category tents in Mina and good meals and transport facilities to the satisfaction of the Hajees).
9. The HTO shall collect Passports only from those pilgrims whose names were published in the MRCA official websites.
10. The HTO shall submit a bank guarantee equal to the total amount to be collected from the pilgrims depending on the package. That is, in case the HTO takes 100 hajees at the rate of Rs.575,000/-, the HTO agrees to submit a bank guarantee for Rs.57.5 million. The HTO shall provide evidence for such capacity in the form of asset evaluation report within Two (02) weeks from the date of signing this agreement.
11. In case a guarantee fund is created by pooling all the guarantee amounts payable by all the Haj Operators who take hajees for the year 2020, the liability of the HTO shall be liable limited to a sum of Rs.25,000/-in respect of each hajee. In case a single guarantee fund is created, the bank guarantee referred to in paragraph 10 need not be provided by the HTO. DMRCA shall treat the said single guarantee fund as a refundable security deposit and shall utilize the same to compensate the affected pilgrims and shall return the unutilized balance fund to the Hajj Operators after deducting the expenses.
12. The HTO shall make the advance payments referred to above from their own financial resources and the HTO shall not collect the said advance payments from the intending pilgrims. DMRCA shall ensure the HTO getting the said payments from the pilgrims through the pilgrims' bank accounts.

13. The HTO shall not manipulate the system to maximize the number of travelers with them. Selection of Hajees shall be done by the DMRCA based on the priority order of the confirmed Hajees who paid the refundable Rs.25,000/- and meet the requirement of topping up the bank balance equal to the selected package on or before April first week.
14. The HTO shall give the list of Hajees who paid advance to them with the amounts paid before signing this agreement.
15. The HTO shall give in writing the itinerary of the Hajj pilgrimage to the pilgrim including the Hotels in Makka and Madina and B category tent in Mina (excluding Azeeziah) as refered in Annex -I and the dates and time of departure and arrival to and from the airport, hotel etc before one month of the departure with copy to DMRCA. This itinerary shall be included in their media advertisements after obtaining approval of DMRCA.
16. Hajj Travel Operators shall pay Registration fee of Rs. 4000.00 for each Hajee.

IN WITNESS WHEREOF the authorized signatories of DMRCA and HTO have set their hands hereto and to another of the same tenor and date as these presents on the date, month and year in the beginning hereof written.

On Behalf of **DMRCA**

On Behalf of **HTO**

Name:

Name:

Designation:

Designation:

WITNESSES:

1.

2.

Department of Muslim Religious and Cultural Affairs
Details of Programmes Hajj 2020

1. Distance from Hotel to Haram (Makka) – 300 Meters
2. Distance from Hotel to Haram (Madina) – 300 Meters
3. No Accommodation in Azeeziya is allowed.

Package .01 – Maximum Price: Rs. 575,000/=

Quantity	City	Hotels	Other Services
2000	Makkah	5 Star Hotel	-
	Madina	3-4 Star Hotel (300 Meters to Haram)	-
	Makka - Kudai	4 Star Hotel	-
	Masha'er	Mina – Arafat	Class (B)
	Makkah - Kudai	4 Star Hotel	-
	Tickets		-
	Transportation		Full Trip
	Catering		-
	Management, Guides and Miscellaneous		-

Package .02 – Maximum Price: Rs. 650,000/=

Quantity	City	Hotels	Other Services
1150	Makkah	5 Star Hotel in Clock Tower	-
	Madina	3-4 Star Hotel (300 Meters to Haram)	-
	Makka - Kudai	4 Star Hotel	-
	Masha'er	Mina – Arafat	Class (B)
	Makkah - Kudai	4 Star Hotel	-
	Tickets		-
	Transportation		Full Trip
	Catering		-
	Management, Guides and Miscellaneous		-

Package .03 – Maximum Price: Rs. 750,000/=

Quantity	City	Hotels	Other Services
350	Makkah	5 Star Hotel in Clock Tower	-
	Madina	5 Star Hotel	-
	Makka	5 Star Hotel in Clock Tower	-
	Masha'er	Mina – Arafat	Class (B)
	Makkah	5 Star Hotel in Clock Tower	-
	Tickets		-
	Transportation		Full Trip
	Catering		-
	Management, Guides and Miscellaneous		-



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முஸ்லிம் சமய பண்பாட்டலுவல்கள் திணைக்களம்
Department of Muslim Religious and Cultural Affairs

කැපුල් පෙට්ටිය: 543, අංක. 180, ටී.බී. ජායා මාවත, කොළඹ - 10
தபால் பெட்டி: 543, இல. 180 உ.பீ. ஜாயா மாவத்தை, கொழும்பு - 10
P.O.Box : 543, No. 180, T.B. Jayah Mawatha, Colombo - 10

03.03.2020

TO HAJJ TRAVEL OPERATORS

OFFICIAL ANNOUNCEMENT BY DMRCA ON THE PROCEDURES FOR HAJJ 2020

- Hajj committee has resolved that its first and primary objective is to ensure the rights and safety of the Hajees while facilitating the Hajj operators to provide a better service.
- Hajj committee decided to accept and implement the recommendations of the Independent Panel of Inquiry (POI)
Report - 2019 on Hajj operators as follows:
 - To inform the operators the decisions and punishments with the copy of the decisions
 - To refer the punishment of 50% quota reduction for an operator seeking recommendation for an alternative punishment from POI since the freedom of choice of the Hajj pilgrims is given highest priority this time.
 - To publish the POI report in department's MRCA website and to give wider publicity on the operators who have been banned or suspended as recommended by the POI.
- The Hajj committee decided to grant license subject to signing an agreement with the operators. Therefore, all qualified operators are encouraged to be prepared for signing the agreement on or before 10th March 2020. Pilgrims are requested to wait until the list of operators are officially published by DMRCA. Once the agreement is signed, the list of approved operators can be published by the department. Hajees are encouraged to wait until such announcement.

License will be issued to the following two categories:

- All Hajj operators who were licensed last year (2019) except for those who were banned or suspended by the Hajj committee on the recommendations of the POI.
- The newly licensed operators in 2020

4. Further, operators should have the financial capacity to make advance payments without asking advance from the pilgrims. Therefore all operators are requested not to collect advances. Similarly Hajees are requested not to pay advances to any operator. But they can hand over passports to the Hajj operators as a token of confirmation. We will facilitate smooth payments by the Hajees through a state bank that has a MUDHARABA account and wide network of branches and customer centers In sha Allah. DMRCA shall instruct the selected bank to release the funds to the operators directly based on the advice of the Account holders (Hajees) and subject to the submission of bank guarantee. Withdrawals will not be allowed from these special accounts that are to be opened under terms and conditions agreed between the selected bank and the DMRCA. PROFITS will be credited to the Account Holders.

5. Operators should collect Passports only from those whose names were published in the DMRCA official websites or preferably a written confirmation. DMRCA will confirm operators list of Hajees during the orientation programs directly from the Hajees. Once department receives the confirmation of Hajees about their operators, passports have to be returned to Hajees to facilitate their other travels.

6. Hajj committee has decided to release the list of all operators with number of pilgrims they took during the last 3 years in order to empower the pilgrims with necessary information to assess the capacity of the operators (Please refer annex 2. Details for year 2017 have to be added)

7. Opening the Quotas for Hajees not for operators:

Committee decided that the registered Hajj pilgrims who have paid Rs. 25,000 to the DMRCA to decide on the Hajj operator with whom they wish to travel for Hajj and list of qualified Hajj operators will be published in the DMRCA website. Therefore, no quota will be allocated for the operators this year. Hence all operators will have equal opportunity in order to ensure a total freedom of choice for the Hajees.

8. The proposed agreement to be signed between the department and the operators before 4th March 2020 and will include the following conditions:

A. Operators should agree for one option from the following:

To submit a bank guarantee equal to the total amount collected from the pilgrims accompanying them. E.g. If one operator takes 100 Hajees at 575 k each, a guarantee of 57.5 Million rupees is given. Two weeks will be given to provide evidence for such capacity in the form of asset evaluation report.

Or

To collectively contribute to a pool of guarantee fund and agree in writing that pool will be used if one operator cheats. Eg each operator will pay 25 k per Hajee and the total of such 25ks will be pooled as a single guarantee fund to be used by the Department for compensating affected pilgrims. This option will be accepted only if all operators individually and collectively undertake to agree for this arrangement and also agree to pay additional funds shared by all when and where required. (Eg. The best option is to keep the total refundable deposits with DMRCA as single guarantee unit. The operators shall give consent that the refundable deposit of each Hajee to be pooled as a single guarantee fund.

Therefore,

If the fee is 575,000.00, the pilgrim shall pay only 550,000.00 to the operator

If the fee is Rs 650,000.00, the pilgrim shall pay only 625,000.00 to the operator

If the fee is Rs750, 000.00, the pilgrim shall pay only 725,000.00 to the operator)

B. The minimum number of pilgrims each travel agent should have for Hajj 2020 is as follow:

If only 50 pilgrims - all should be Rs 575,000.00 Package

01 - 100 pilgrims - 60% from Rs 575,000 package and 40% from Rs. 650,000 package

101 and above - 60% from 575,000 package and 30 % from Rs. 650,000 package and 10% from Rs. 750,000

C. All facilities should comply with the agreed upon packages as per annex I. (Star Hotels in Macca and Madina within 300 meters from both excluding Azeezia) and B category tents in Mina and good meals and transport facilities to the satisfaction of the Hajees. (Please refer annex I.)

D. No operator should manipulate the system to maximize the number of travelers with them as it was done previously. Selection of Hajees will be done by the DMRCA based on the priority order of the confirmed Hajees who paid the refundable Rs 25000 and meet the requirement of topping up the bank balance equal to the selected package on or before mid-April 2020. Therefore Hajees are requested to make money ready as soon as possible to show that they are really ready for Hajj this year to avoid last moment cancellations.

E. Hajj operators should give the list of Hajees who paid advance to them with the amounts paid before signing the agreement.

F. Under any circumstances, operators will not be given BESA if they do not have 50 pilgrims and such operators will not be allowed to take pilgrims to Hajj in 2020.

G. Prior approval for the advertisements and the Itinerary of the Hajj Travel operators:

Hajj operator should give in writing the itinerary of the Hajj pilgrimage to the pilgrim including the Hotels in Makka and Madia and B category tent in Mina (excluding Azeeziah) and the dates and time of departure and arrival to and from the airport, hotel etc. before one month of the departure with copy to DMRCA. These itinerary should be included in their media advertisements after obtaining approval of DMRCA.(compulsory)

H. Advertisement should be in line with Islamic ethical standards

09. The release of funds to operators from Hajees's individual accounts is subject to the submission of the bank guarantee.

10. Hajj Operators should pay registration fee of Rs. 4000.00 for each Hajee.

A.B.M.Ashraff

Director

Department of Muslim Religious and Cultural Affairs

On BEHALF OF HAJJ COMMITTEE