

UBUDIYYAH
BUSINESS
MODEL (UBM)

SUPPLY CHAIN (SC) GUIDELINES

UBM-SC-002

Controlled Copy

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1 Introduction

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

Alhamdulillah, Who has created the entire creation for man, and created man for His *Ubudiyah*. For Him Alone is all *Hamd wa Shukur* (praise and thanks)! And may His choicest *Salawat* and *Barakat* be upon His '*Abd* and *Rasool*, Sayyidina Muhammad (صلى الله عليه وسلم) whom He has sent as a *Rahmah*, *Barakah* and *Hadi'* to the entire *Insaniyyah*, with the finest of *mawa'eeth wa nuthur* (abmonitions and warnings).

Thereafter; continuing on our journey of transforming our business activities from a "material" base to an "*Ubudiyah*" base, we now address the issue of the Supply Chain, which is the core of the basic business operations, and its *contribution to the establishment and sustainability of an Ubudiyah based business*.

As with all our activities, our first focus should be our *Niyah* (intention). Our overriding *niyyah*, of course, is to please Allah *Ta'aala*, and in the particular sphere of supply chain we have a vast scope for a virtually unlimited *niyyaat* that can be applied to all our operations and tasks, so that not only we perform with business excellence, but every task and operation may be accepted by Allah *Ta'aala* as a virtuous action, thereby gaining His pleasure and *Jannah*, *in sha* Allah.

Among the primary *niyyat* that we can intend in the context of supply chain apart from the general *Niyyat* of business¹ in general may include, but not confined to:

- Benefiting Allah *Ta'aala's* creation for His pleasure by procurement/production of the best and most suitable materials/products increasing the benefit to mankind "*The best of mankind are those who benefit mankind*" (*hadith*);
- Exercising and displaying responsibility and a sense of upholding "*Amanah*" in procuring, handling and utilization of materials;
- Revival of Allah's commandments, *Sunnah* of our Rasool SAWS and His *Akhlaq* related to the various tasks and activities throughout the supply chain;
- Assisting fellow associates in the performance of "*Birr*" (righteous deeds) and attaining *Taqwa*" (piety);
- Creating an exemplary supply chain department *Islamically* and professionally, to serve as a role model for the benefit of others, and a *Da'wah 'Amaliyyah* (an active form of invitation) to the beauty and truth of Islam!

Apart from these, we will find many *niyyat* that we can apply to our activities enriching our actions and transforming our everyday, seemingly worldly activities into Allah's '*Ibadah* (worship), by His *Tawfiq* and *Fadl*.

Thereafter the following points should be constantly reviewed and attended to:

- Continuous vigilance to identify areas within the context of our work where we can establish and improve Islamic and professional excellence, as Allah wants all of our actions to be embellished in excellence, as mentioned in Hadith:

(إن الله عز وجل كتب الإحسان على كل شيء-----) (سنن أبي داود)

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“Allah has written (made incumbent) *Ihsan* (excellence) on all actions/activities”....

- b. To strengthen the bond of *'Ijtima'iyyah* (collectivity/team work) with:
 - I Other departments of the organization;
 - II Within the department itself.
- c. Particularly critical is the partnership with the HDS dept. for the development of the *Ubudiyyah* culture within the department and *Ubudiyyah Sifaat* in all personnel at all levels within the supply chain. Particular attention must be directed towards the development of *Ubudiyyah Sifaat* and Islamic/ professional excellence in supervisors within the supply chain, as they are the ones who in turn will directly develop the main body of the common work force along these lines. This is particularly critical as the common workers despite usually being the majority are usually the most neglected. Whereas the common man was the main focus of *Ambiyaa* and *Rusul* (Prophets and Messengers of Allah) ASWS, and the main body of their followers! So should be the case with organizations.
- d. One of the common themes of business in general and supply chain in particular is “effectiveness and efficiency”. It should be noted that these *are Islamic themes before being business themes*, and come under the heading of *Ihsan* (excellence), as continuously mentioned, an important Islamic objective.
- e. Two key concepts within the UBM model which represent grass root paradigm shifts, although important and applicable throughout the organization, need particularly attention in the interactions of supply chain staff: 1. *The Product is for man, NOT man is for producing the product.* 2. *The task is for the development of man, NOT the man is for performing the task.*
- f. These concepts are elucidated in “Introduction” of the HDS module; however the main point is that the *focus* should be on the *man* and his care and development, both end user as well as the producer. The product and task are means to that end.
- g. The development of the culture of *care and benevolence* coupled and balanced with *responsibility and accountability* in this life as well as the life hereafter needs special attention, execution and evaluation.
- h. Regarding the sections under the heading: *Contemporary practices*, generally referred to as *best practices*, it should be noted that Shari’ah has provided us with general guidelines regarding business and its operations, while it doesn’t tell us how to do them. For that, the intelligence that Allah *Ta’aala* has given us is sufficient. One of the *Sharée* guidelines is to do all things with *Ihsan* (excellence), the level of which can and should be constantly increased. Higher levels of effectiveness and efficiency can and should be aspired to and, *insha* Allah, attained. Moreover in this process the unlimited *Qudrah*, *Hikmah* and *Rahmah* of Allah continually manifests!
- i. That stated, we have coined the phrase “*contemporary*” rather than “*best*” practice, since what is best today will be done better tomorrow. Secondly, what we have documented as contemporary practices are not “*Wajibat*” (obligatory) they are merely means employed towards achieving excellence, effectiveness and efficiency as per our knowledge and experience, and can always be improved upon, or replaced. We also intended these sections

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to assist our Islamically aligned brethren who may be trying to execute their business activities in the light of Islamic teachings to the best of their knowledge. However due to their lack of awareness of these methods, they continue to be adversely effected unnecessarily, both from the stand point of their own business success, and ability to become role models of practical Islam. Hopefully these guidelines will help them in achieving their aspirations and objectives both from an Islamic and business standpoint, by the Grace of Allah *Ta'aala* and His *Tawfiq*.

- j. Last but not least, since the supply chain forges many partnerships and associations with external parties, such as suppliers, service providers, and other agencies, they need to remain cognizant of the fact that first and foremost we are Muslims, ambassadors of Islam, and representatives of *Rasoolullah* SAWS in all circumstances and with all peoples. Therefore we are also responsible for the effort of displaying and attracting others to Islam and its perfect systems. More so those whom we have continuous contact with such as those mentioned. Hence, we need to actually have systems in place to insure this positive interaction as well as its evaluation.

For example, rural suppliers who critically lack knowledge of Islam, professional practices, general ethics and in so many other areas need our care, guidance and assistance in systematic and well planned projects for their betterment. There is no limit to the benefit and impact that we could have on such suppliers and their communities, if the consciousness is there and appropriate steps are taken, *insha* Allah. Albeit, the level of engagement of an organization would obviously vary according to the capacity and *Tawfiq* that Allah *Ta'aala* grants, but the key drivers are our *niyyah* and attention to this fundamental concept. To be sure, this mind set and practice was one of the key factors of the rapid and thorough spread of Islam by our Muslim ancestors in general, and particularly the businessmen among them, by the favor and grace of Allah. History is replete with their stunning examples.

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Planning and Material Management

Sharée Guidelines on the planning process

- i. Performing any matter with proper organization and planning is beneficial and fruitful not only on logical and experimental grounds but Islamic Shari’ah has also given it high level of importance.²
- ii. If proper planning and road map of a matter is defined before its start, it helps in execution of matter with ease and convenience as well as the achievement of desired objectives becomes easier.
- iii. For the detailed discussion and *Sharée* references refer, to chapter 5 on planning in the “General Management” module.
- iv. Therefore, it is of primary importance for an organization to determine its road-map, supporting systems and the resources required to fulfill its objectives. This requires clear-sighted planning.

Definition of Planning from an Islamic perspective:

To determine goals and the ways and means through which these goals can be achieved, through mutual consultation, in the light of past experiences, with full *Imaan* (faith) and *Tawakkul* (reliance) on Allah.³

Contemporary Practices of planning

Supply chain management is a set of approaches utilized to efficiently integrate suppliers, manufacturers, warehouse, and stores so that merchandise is produced and distributed at the right quantities, to the right locations, and at the right time, in order to minimize system wide cost while satisfying service level requirements.

Planning in the supply chain is basically **the conversion of forecasting for material management**. A business and manufacturer needs to anticipate the future demand for product and service, as far as possible, and plan to provide the capacity and resources to meet the demand. Whether a firm makes standard products, or made to order or engineer or assemble to order, it must have saleable items, material resources, labor and equipment available to meet the demand.

Many factors influence the planning process to determine the demand for a company’s products and services. We will not attempt to identify all such factors, but a few of the more major factors are:

- I General business and market conditions;
- II Market trends that effect and change demand, such as *seasonal demand* (winter, summer, availability of crops, *Eid*, Ramadan, New Year, etc.);
- III The firm’s own plans;
- IV Competitive factors;
- V Available resources such as Budgeted Finance, Raw material, components, stocks;
- VI Storage capacity;
- VII Production capacity;
- VIII On hand production;
- IX Committed orders.

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Material Management:

Once planning is done material requirement is generated accordingly. Material requirement is planned according to the nature of business, manufacturing, projects, sales services, advertising, marketing, events etc.

Material requirements are prepared considering various requirements as per the business model, planning input and end users' requirements:

- i. **For manufacturing**, material management is done according to a **BOM** (Bill of Material) normally used in the manufacturing setup.
- ii. **For a project**, a **BOQ** (Bill of Quantity) is considered.
- iii. **For a Trader / sole proprietor / distributor / agent**, forecasting and requirement considerations are required.
- iv. **ERP** (Enterprise Resource Planning) is used by the manufacturing units.
- v. **Bulk purchase** planning is done for strategic and seasonal buying.
- vi. **Available stocks** are considered to plan the remaining requirement.
- vii. **Material in transit** is considered.
- viii. **Safety stocks** are considered.
- ix. **Material Lead times** are considered.
- x. **Delivery schedules** are prepared.

Requisitions are then sent to procurement for arranging supply of material and services to the relevant department/ person.

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Procurement

Sharée Guidelines regarding procurement

Since establishing contracts is a continuous requirement in the procurement process, a detailed chapter on the fundamentals of a valid contract and sale from a *Sharée* perspective should be understood in Chapter “TYPES OF SALE TRANSACTIONS” In Islamic Contract & Sales Document.

General guidelines:

- i. Basically sale and purchase of everything which is considered *Mubah* and Halal (permissible) in Shari’ah is permissible. ⁴
- ii. Items to be procured must be Halal and not harmful to public. ⁵
- iii. Items procured should incorporate some individual or collective benefit. ⁶
- iv. Purchase of Pictures or items containing pictures is regulated by Shari’ah. For details of these regulations your Shari’ah Adviser or a Mufti should be consulted. ⁷
- v. Similarly purchase of idols and objects of worship is prohibited. For details of these regulations Shari’ah Adviser or a Mufti should be consulted. ⁸
- vi. Specifications of the required item must be clearly defined and agreed upon between the parties to eliminate ambiguity and to avoid any future disputes. ⁹

Contemporary practices of procurement requirement/ requisition

- i. **A document/ request** is required to authorize purchasing department to purchase material and services on the basis of **BOQ, BOM, Customer Order, reordering, MRP**, with necessary documents/drawings etc.
- ii. **Requirement/ Need assessment and analysis:** The requirement is assessed for the need and purpose, its utility, standard and worth. All this will thereafter have to be weighed against the budget allocated for that particular item.
- iii. **Nature of material and services:** Nature of requirement such as, raw material, component, finished product, service, labor, type of packing etc.
- iv. **Technical Specifications and any other requirement and terms & conditions:** Complete technical specification, drawings, sampling or any other additional term and condition is required to be provided along-with the requisition to avoid any ambiguity and to make appropriate communication.
- v. **Budgetary Provisions:** A requirement is to be initiated considering the budget and financial position.
- vi. **Approvals from Competent (or the designated) Authorities** as per the procedure of the firm.
- vii. **Restriction of items or related issues as per law of the land.**
- viii. **Specified and restricted brand by end user:** In the case end user or customer specifies and /or restricts to a particular brand.
- ix. **Delivery schedule:** Period within which delivery must be completed, quantities and duration of services.

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Invitation of Tender/ Bids/ Quotations/ inquiries

- i. Floating inquiries with samples, drawings and any other necessary information through letter/ telephone/ fax/ e-mail/ newspaper (Tender).
- ii. Receipt of quotations/ offers/ bids through fax/ e-mail/ courier with literature, samples where necessary.
- iii. Evaluation is done against received offers and necessary commercial and technical clarification is carried out together with relevant people where required.
- iv. Negotiation is carried out.
- v. Comparative Statement is made with comments/ analysis and recommendations.
- vi. Prices are also shared among the relevant people for calculations and tender participants with prices and time validities.
- vii. Results may be informed to vendors.

Sharée guidelines for selection of source (supplier/ vendor/ contractor/ service provider)

- i. Fairness and transparency to be ensured according to the SOPs (standard operating procedures) of the company which must also be aligned with Shari'ah.

(Note: Are SOPs aligned with Shari'ah or not? this must be verified by the concerned Shari'ah advisor or *Dar-ul-Ifta*).

وَأَوْفُوا بِالْعَهْدِ إِنَّ الْعَهْدَ كَانَ مَسْئُولًا [الإسراء/34]

“And fulfill the covenant. Surely, the covenant shall be asked about (on the Day of Reckoning).

عن أنس قال (ما خطبنا رسول الله صلى الله عليه وسلم إلا قال لا إيمان لمن لا أمانة له ولا دين لمن لا عهد له) (المعجم الأوسط للطبراني)

“Anas said Allah’s Messenger addressed us and proclaimed “There is no *Imaan* in he who is not trustworthy, and there is no *Deen* if he does not fulfill his oaths and commitments” (Al-Tabrani)

Selection of source (supplier/ vendor/ contractor/ service provider)

Following may be used as selection criteria for the most suitable supply source:

- i. A prequalified or registered source as per the SOP (Standard Operating Procedure) defined by the company, apart from exceptional cases to cater to urgencies, or on the spot cash purchases where opportunities may present themselves.
- ii. The manufacturer of the item.
- iii. A supplier recommended as per the customer/consultant requirement where applicable.
- iv. An authorized agent, dealer, distributor, and indenter: If direct procurement from the manufacturer is not an option, then preference is to be given to authorized agents, dealers, distributor or indenter to ensure genuineness of the product.

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- v. A preferred source considering its performance.
- vi. Source is competent and reliable.
- vii. Source should be easily approachable by considering its geographical location for ease of logistics, information access, after sales follow up, better prices, etc.
- viii. Source should be a legal entity.
- ix. It is not blocked or blacklisted either by the company or by the law of land.
- x. Whatever is available in a given situation when there is no other choice, such as service provider, airlines, hotels, hospitals etc.

Sharée Guidelines for Procurment/ Purchasing

Intentions of procurement

- i. Supplier and manufacturer should provide items which are beneficial for humanity and are not harmful for them in this world and in the hereafter. The intention of sale and ultimate usage of the product will decide whether its supply is permissible or preferable or not?

«خَيْرُ النَّاسِ مَنْ يُنْفَعُ النَّاسَ» (كنز العمال)

“The best of mankind is he who benefits mankind” (Kanz-ul- ‘Amaal)

- ii. Procurement should not be for the purpose of hoarding.¹⁰

Hoarding: The Arabic word for hoarding is *Ihtikar* which means storing or withholding necessary foodstuffs (or food commodities) which leads to shortage of these foodstuffs and harm to public.

- iii. **Avoiding bribery**

عَنْ عَبْدِ اللَّهِ بْنِ عَمْرٍو، قَالَ: «لَعَنَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ الرَّائِي وَالْمُرْتَبِي» (سنن أبي داود)

“Abdullah Bin Amr رضي الله عنه reported that Allah’s Messenger (ﷺ) cursed the receiver of a bribe and its giver.” (Abu-Daud)

- iv. **Dealing with a sense of mutual benefit**, avoiding taking advantage of others’ disadvantages¹¹.

عن أنس عن النبي صلى الله عليه وسلم قال لا يؤمن احدكم حتى يحب لاخيه ما يحب لنفسه (صحيح البخاري)

“Narrated Anas رضي الله عنه : The Prophet ﷺ said, “None of you will have (true) faith till he wishes for his (Muslim) brother what he likes for himself.” (Muslim)

عن تميم الداري ، قال : قال رسول الله صلى الله عليه وسلم : (إن الدين النصيحة ، إن الدين النصيحة ، إن الدين النصيحة) قالوا : لمن يا رسول الله ؟ قال لله وكتابه ورسوله وأئمة المؤمنين وعامتهم ، وأئمة المسلمين وعامتهم) (سنن أبي داود)

“Tameem Dari رضي الله عنه reported that Allah’s Messenger ﷺ said three times, “Religion is *Nasihah* (sincerity and well wishing). “The *Sahabah* asked, “O Messenger of Allah, for whom?” He said, “For Allah, for His Book, for the leaders of Muslims and their common folk.” (Abu-Daud)

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- v. **Special discount offers** must be confidential if it is required by the second party provided that disclosing it will harm anyone.

عن جابر بن عبد الله قال : قال رسول الله صلى الله عليه وسلم :المجالس بالامانة (سنن أبي داود)

Jabir ibn Abdullah narrated that The Prophet (ﷺ) said: “Meetings are confidential” (Abu-Daud)

عن أنس قال (ما خطبنا رسول الله صلى الله عليه وسلم إلا قال لا إيمان لمن لا أمانة له ولادين لمن لا عهد له)(المعجم الأوسط للطبراني)

“Anas said Allah’s Messenger ﷺ addressed us saying: “There is no Imaan (faith) in a person who is not trustworthy, and there is no Deen (religion) in a person who does not fulfil his obligations and commitments” (Al-Tabrani)

وَأَوْفُوا بِالْعَهْدِ إِنَّ الْعَهْدَ كَانَ مَسْئُولًا [الإسراء/34]

“And fulfill the covenant. Surely, the covenant shall be asked about (on the Day of Reckoning).

- vi. **Avoiding substandard goods** by both supplier and purchaser. ¹²

Sharée Guidelines for Purchaser

- Lying is forbidden. The purchaser therefore must not lie to anyone but to the supplier in particular.
- Fairness and transparency must be maintained according to proper legal procedure¹³
- Do not investigate unnecessary defects and faults in supplies just with an intention to reduce the price.
- If goods received are damaged the customer can demand a replacement. But if it was an imported item and replacement is not feasible then compensation or penalty can only be in accordance with the cost of repair. Any penalty above this value is not permissible.
- Purchase of Pictures or items containing pictures is prohibited in Shari’ah. ¹⁴ For details, discuss with concerned Shari’ah advisor or *Dar-ul-Ifta*)
- One should not try to enter into contract/agreement/negotiation which is almost decided between two parties. However, if the discussion between two parties is not concluded yet, the third party may give its offer.

عن أبي هريرة، أن رسول الله صلى الله عليه وسلم قال: «لا ييسم المسلم على سوم أخيه.- (صحيح مسلم)

“Abu Huraira reported Allah’s Messenger (ﷺ) as saying: A Muslim should not make an offer (of purchase or sale to a party) over the offer of his brother (to that same party).” (Muslim)

- vii. Avoid aggressive behavior with the supplier for the sake of a better price. ¹⁵

عَنْ جَابِرِ بْنِ عَبْدِ اللَّهِ رَضِيَ اللَّهُ عَنْهُمَا: أَنَّ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ، قَالَ: «رَجِمَ اللَّهُ رَجُلًا سَمَّحًا إِذَا بَاعَ، وَإِذَا اشْتَرَى، وَإِذَا اقْتَضَى» (صحيح البخاري)

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Jabir رضي الله عنه narrates that messenger of Allah (ﷺ) said: "May Allah's mercy be upon the person who is lenient when buying, selling, and in demanding what is due to him." (Al-Bukhari)

Receiving of Goods/ Quality inspection

Principles of Goods Receiving

- i. Ownership transfer time must be clear and obvious. ¹⁶
- ii. Confirming the quantity/ weight of goods received in the presence of buyer or his representative and seller. ¹⁷
- iii. Measuring and weighing the supplies again as per contract terms must be in the presence of buyer or his representative and seller.
- iv. Conventional insurance is not allowed, Takaful may be an option. Consult your *Shar'ee* Advisor. ¹⁸
- v. Price and time of receipt of goods must be fixed and not variable. ¹⁹

Contemporary practices for procurement / purchasing

Purchasing is a function that manages sourcing of material of the right quality, at the right time in the right quantity from the right source, at efficient cost.

Once the results of offers and quotations are finalized, the formal purchase order is presented to the designated source.

- i. **Purchase Order** is a document that officially initiates the purchase from the supplier and should include: the registered name of supplier/ contractor/ service provider, description of goods and services, price, units and agreed terms of payment.
- ii. **Attachment of pre-requisite documents** to the purchase order is necessary, such as: drawings, specifications, samples, agreed terms and conditions, order schedule
- iii. Issuance of purchase order to supplier duly **authorized and signed** by the relevant company officials, with complete **technical specifications** and **commercial terms and conditions** along with other mandatory information **as per the requisition** by stating **delivery terms** in local purchase (**Inco terms 2010**; terminologies used in international trade in case items are to be imported from abroad).
- iv. Types of Procurements
 - a. Purchase Order;
 - b. Work Order;
 - c. Contract/ Agreement.
- v. Purchasing without purchase order is acceptable in the following:
 - a. Services of Hotels/ Restaurants;
 - b. Services of Hospitals/ medical services;
 - c. Rent a car service;
 - d. Payment of Utility bills (Electricity/ gas/ phone/ mobile phone/ internet);

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- e. Payment for Tickets for travelling;
 - f. Payment of Membership fee;
 - g. Payment of Insurance services/ premium;
 - h. Cash purchase;
 - i. Payment to Freight forwarders and transporters;
 - j. Payment of Port clearance;
 - k. Documentation expense.
- vi. Acknowledgement of order and receiving of order confirmation.
 - vii. Information sharing within relevant departments of organization and concerned vendor.
 - viii. Recording of information and/or transaction.
 - ix. Storing and record-keeping of formal orders and their related documents.
 - x. Authorities need to scrutinize and review the procedure and mandatory requirements.
 - xi. In case of a sole vendor being utilized, and not having multiple suppliers for the item, proper documentation and justification should be given.
 - xii. Follow-up of orders.
 - xiii. Supplier evaluation as per SOP of the organization to check the supplier performance.
 - xiv. The terms and conditions must contain all the necessary information pertaining to compensation due to defective items, unsatisfactory performance, L/D (Liquidated Damage or Penalty), rejection, cancellation of order, (a separate attachment may be provided if desired).
- Note: Actual compensations are legitimate however penalties are usually not acceptable/ permissible and therefore may need Sharée advice from your Shari’ah Advisor or a Mufti for further clarification.***
- xv. Acceptable tolerances/allowances must be specified for quality and quantity. For example, a tolerance limit such as +/- 10% is specified in the requisition of steel rod of 50 kg. At the time of delivery 48 or 52 kg is actually delivered. This variance would be acceptable against the defined tolerance limit. The limit may be fixed according to the end user requirement. The same would be the case of quality. For example, the variation in purity of metal may be defined where possible.
 - xvi. Any change in order must be communicated to the other party in documented form by mutual agreement.

Sharée Guidelines for Invoices and Payments

Before the payment is made the following should be considered:

- i. **Avoid any false statement and fraudulent action (for details of issues like under invoicing and government imposed taxes please consult your Shari’ah Advisor or *Dar-ul-Ifta* before practice).** ²⁰
- ii. Price must be specified at the time of conclusion of contract or before the contract. ²¹

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iii. In the case of a credit sale the due date of payment must be declared. ²²

iv. Condition of paying extra charges on late payment is not permissible. ²³

Contemporary Practices of Invoice and Payments

Types of Payments

There could be different types of payments against invoices/ bills/ cash memos/ receipts/ letter of credit (LC)/ bank contract/ money transfer/ with valid references such as PO, agreement, standing instructions, or direct bills such as purchasing without purchase order:

Note: Consult your Shari'ah Advisor or Mufti to ensure payment mode is Sharia compliant particularly in case of credit facilities like L/Cs etc.

- i. Invoice should be original duly signed and stamped with valid references, or computer generated.
- ii. Invoice should contain supplier/seller address.
- iii. It should contain invoice number, date, buyer reference, tax registration number where applicable.
- iv. It should contain description of invoice goods, quantity, rate with breakup of taxes and total. In case of taxes *(VAT, ST, CED) adjustments relevant clause and relevant references are to be provided.
- v. Recording of invoices in such a way that duplicate payments are avoided.
- vi. In case of tax exemption, exemption certification or relevant document must be provided.
- vii. In case of any applicable taxes seller must provide documentary evidence for claim adjustment.
- viii. Invoice to be checked from the reference documents to match it with GRN (Goods Received Note) duly accepted and authorized from stores/ receiver/ quality inspection/ requisitioner. Also check its information and/or transaction through Purchase order, delivery challan, requisition or agreement.
- ix. In case of advance payment, adjustment to be made according to agreement.
- x. Cross verification is required with reference documents such as agreement and rate list for the invoices without having any purchase order.

* VAT: value added tax

ST: sales tax

CED: central excise duty

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Production

Sharée Guidelines for Production

During the production process the following things should be considered from a Sharée perspective:

- i. Any type of Haram and impermissible ingredients must be avoided in the production process. (Specific cases should be consulted with concerned Shar'iah Advisor, Mufti or *Dar-ul-Ifta*)
- ii. There must not be any fictitious stamp or mark indicating other than the actual country or company of the finished product as it is fraud which is impermissible in Shar'iah.

Note: The same guideline applies to a shopkeeper and retailer too.

من غش فليس مني (صحيح مسلم)

"He who deceives is not of me (is not my follower)"

- iii. **Cleanliness and hygiene** in production area is not simply a good practice or government requirement, it is also a **requirement of Shari'ah** to ensure benefit to mankind and safeguard them from harm.

عَنْ أَبِي مَالِكٍ الْأَشْعَرِيِّ قَالَ قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ الطُّهُورُ شَطْرُ الْإِيمَانِ (صحيح مسلم)

Abu Malik Al Asháree reports that *Rasulullah* ﷺ said: "Tuhoor (inward and outward purity and cleanliness) is half of Imaan"

- iv. Pictures or images of animals or human beings are not allowed, neither on products nor their packaging materials. ²⁴ (for details and exceptions consult your Sharée Advisor or Mufti)
- v. Animals are Allah's creation. Those in the business of livestock should treat their animals with kindness. They should BE FED their natural diet and on time (unnatural diet is harmful to the animal and consequently harmful to humans). They should be accommodated properly and their natural requirements should be fulfilled. Substances which enhance production (for example milk production) but are harmful to the animal and/or humans should be avoided.

They should not be beaten.

If an animal falls sick it should be given the required medical treatment and separated from the healthy stock.

- i. Basic Sharée requirement for each sectional head/ process owner in every step is to:
 - a. Care for and develop his subordinates;
 - b. Ensure that the **job will be perform as per job requirement**;
 - c. Best utilization of the time given for the job;
 - d. Best utilization of company resources, minimizing rework.

إِنَّ اللَّهَ بِأَمْرِكُمْ أَنْ تُوَدُّوا الْأَمَانَاتِ إِلَىٰ أَهْلِهَا وَإِذَا حَكَمْتُمْ بَيْنَ النَّاسِ أَنْ تَحْكُمُوا بِالْعَدْلِ [النساء/58]

"Indeed, Allah commands you to deliver the trusts to their rightful owners....."

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عَنِ ابْنِ عُمَرَ عَنِ النَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ- أَنَّهُ قَالَ « أَلَا كَلُّكُمْ رَاعٍ وَكَلُّكُمْ مَسْئُولٌ عَنْ رَعِيَّتِهِ فَالْأَمِيرُ
الَّذِي عَلَى النَّاسِ رَاعٍ وَهُوَ مَسْئُولٌ عَنْ رَعِيَّتِهِ (صحيح مسلم)

“Verily you are all shepherds, and responsible for your flocks! Therefore the *amir* who is in charge of a group of people is a shepherd (of them) and he is accountable for his flock!”

- ii. Each and every **employee** must utilize the resources provided by the company in the best interests of the company considering them “*Amanaat*” (trusts). For example: Switching off electrical appliances; lights ACs etc. in lunch and prayer breaks, or when not in use to save energy and reduce electricity cost. Similarly; drinking water, food, paper, gas, automobile fuel etc.

إِنَّهُ لَا يُحِبُّ الْمُسْرِفِينَ [الأعراف/31]

“Verily Allah does not love those who waste”

{وَلَا تُبَدِّرْ تَبْدِيرًا (26) إِنَّ الْمُبَدِّرِينَ كَانُوا إِخْوَانَ الشَّيَاطِينِ وَكَانَ الشَّيْطَانُ لِرَبِّهِ كَفُورًا} [الإسراء: 26، 27]

“And do not squander recklessly. Surely, squanderers are brothers of satans, and the Satan is most ungrateful to his Lord.”

عن عبد الله بن عمرو أن رسول الله صلى الله عليه وسلم مر بسعد وهو يتوضأ . فقال (ما هذا الإسراف ؟) فقال أفي الوضوء إسراف ؟ قال (نعم . وإن كنت على نهر جار) (سنن ابن ماجه)

Abdullah Ibn Amr narrates that Rasulullah (صلى الله عليه وسلم) passed by Sa’d (رضى الله تعالى عنه) as he was performing ablution, and exclaimed: “What is this *Israaf* (waste) (of water that I’m observing)” Sa’d enquired: “Is there waste in ablution?” He replied: “Yes, even if you are on (the bank of) a flowing river!”

- iii. An employee must act as a guardian of the company’s assets and must avoid unnecessary and risky use of machinery, tools, cars, etc., abstain from unlawful use of cell phones, email and internet services. Moreover abstain from unlawful use of power and authority!

وَأَوْفُوا بِالْعَهْدِ إِنَّ الْعَهْدَ كَانَ مَسْئُولًا [الإسراء/34]

“And fulfill the covenant. Surely, the covenant shall be asked about (on the Day of Reckoning).

عن أبي هريرة قال قال النبي صلى الله عليه وسلم أد الأمانة إلى من ائتمنك (سنن الترمذي)
عن أنس قال (ما خطبنا رسول الله صلى الله عليه وسلم إلا قال لا إيمان لمن لا أمانة له ولا دين لمن لا عهد له) (المعجم الأوسط للطبراني)

“Anas (رضى الله تعالى عنه) said: Allah’s Messenger (صلى الله عليه وسلم) Addressed us saying: “There is no faith in one who is not trustworthy, and there is no religion in one who does not fulfil his covenants and commitments” (Al-Tabrani)

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Contemporary Practices of Production

The activities involved in converting inputs into finished goods

- i. **Material identification codes** are established for the manufacturing process (for raw material components, sub-components, and finished products).
- ii. Input received from the sales and marketing department about potential market demand serves as a guideline for production planning and scheduling.
- iii. A bill of material (BOM) needed for the production process is developed.
- iv. Whether the production is to be continuous or job order based needs to be clearly defined.
- v. Complete design details, specifications, relevant drawings are made available and included in production guidelines.
- vi. Regular production planning is carried out as per requirement.
- vii. Following are major types of production processes:
 - a. **Make to stock:** Production is done before receipt of order and customer orders are filled from stock;
 - b. **Make to order:** Production is done against customer order;
 - c. **Engineer/design to order:** Production where customer specifies his unique requirement to the manufacturer;
 - d. **Assemble to order:** The key components, semi-finished parts, fabricated items, packing, etc. are stocked against anticipated orders, and then assembled after receiving a specific order.
- viii. Also there is a consideration of whether the demand requires:
 - a. **Push based production:** Where production of items at times required by a given **schedule is planned in advance**.
 - b. **Pull based production:** Where production of items is based on its **demand for use or to replace those taken for use**.
 - c. In an organization where **MRP** (Manufacturing Resource Planning) or **ERP** (Enterprise Resource Planning) is used, **production orders** are compiled in **MPS** (Master Production Schedule).
 - d. **Production planning** is a joint effort of **Sales, Procurement, Planning and Production**. **Material availability/ receipt of material schedule** must also be taken into consideration.
 - e. **Production Plan is distributed** to all concerned departments and **production load chart** should be updated accordingly and placed with operators at relevant work centers for production of parts as per load chart.
 - f. **Required material is issued** from Stores against relevant documents.
 - g. If the **required material is not available** in the required quantity then entire procurement process needs to be re initiated.
 - h. Material is used for production as per defined process, while material traceability, preservation and minimization of wastage are ensured through *proper and suitable documentation* throughout the production process.

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- i. **In-process inspection** should be carried out regularly, and in case of non-conformance, rectification of the non-conformance should be done while noting the observation. Thereafter re-testing should be carried out to ensure that conformance has been achieved.
- j. **Semi-finished parts** are released for next process.
- k. **Daily work** performed by workers is recorded in a **Daily Production sheet**. In a computerized system the **Daily Production sheet** is recorded in system.
- l. **Product is sent for testing**. After testing, product is sent for finishing and finally forwarded to finished stores.
- m. Production must also ensure **control of energy utilization** through proper planning and utilization of workforce, machinery, and work centers with maximum efficiency. However, special attention must be given to ensure that members of the workforce are not overburdened or abused in the quest for maximum efficiency.
- n. Production must also **minimize the wastage** by proper and maximum utilization of all resources involved.
- o. Apply controls for **environmental protection**. Use of material that is harmful to the environment or human health should be avoided. Further, there should be adequate waste management procedures in place to ensure safety of environment and human health.
- p. Keep proper and timely **maintenance of machines** for uninterrupted work.
- q. Keep proper **preservation** of tools, jigs, fixtures, materials and machines.

Warehousing

Sharée Guidelines for Warehousing

Fundamentals of Options (*Khiyarat*)

- i. In case the delivered goods are found unsatisfactory, **Islamic law of Options (*Khiyarat*)** may be applied. However, this needs to be specified in detail within the contract.²⁵
(Details regarding “Islamic Law of options” are in appendix no. 26)
- ii. If anything is lost or stolen from goods in the warehouse, the store keeper would not be responsible for that loss provided that the loss was not a result of any short coming or negligence from his side.²⁶

Contemporary Practices of Warehousing

- i. Receiving of Material in stores, offices, project sites, and at customer premises:
 - a. The material is delivered to destination and received as per agreed terms and conditions of PO. Thereafter necessary action is taken by the stores department, including: checking material against the order, ensuring that the delivery date, quantity and quality are matching the actual order.
 - b. If goods/services received are found not matching the order document, any deviation in delivery, quantity and quality is to be communicated to the supplier and concerned department for an appropriate action as per agreed terms and conditions.

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- c. Any deviations are recorded for future *supplier performance evaluation* (quantity, quality, delivery time).
- ii. **Short supplies:** If the supplied goods are found to be less than the specified quantity, this shortage of supplies is communicated to and claimed from supplier. If there is a deviation between the document of goods received and actual physical condition then a proper *record tracing* is required.
 - iii. **Wrong Supplies:** Wrong supplies are to be returned and replaced. This is to be arranged with the coordination of the concerned department.
 - iv. **Rejection in supplies:** Rejections are returned to suppliers either at the time of receiving or at a later stage within reasonable time as specified in the agreement.
 - v. **Claim of damages:** Damaged items are identified and the responsible party is asked to compensate.
 - vi. **Rejection process** is handled as per agreed terms and conditions. Rejected items are those which were initially or physically found to be satisfactory at the time of delivery, but at the time of use or manufacturing they were found or became defective.
 - vii. **Items received** are placed in inventory, or handed over/issued to end user.
 - viii. **Storage instructions** are to be followed, e.g. inventory methodology, Shelf life, storage instructions, LIFO (Last In First Out), FEFO (First Expire First Out), FIFO (First In First Out).
 - ix. **Inventory valuation** is to be done on a regular basis as per SOP i.e. **interim inventory, annual inventory** and **perpetual inventory** (an inventory record keeping system where each transaction in and out is recorded and new balance is computed).
 - x. **Items are classified** as 'A', 'B', 'C', (The classification of grouped items is based on their importance in decreasing order).
 - xi. As orders are placed, stocks are to be managed accordingly.

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Logistics

Sharée Guidelines for Logistics

During logistic processes the following aspects should be considered:

- i. It should be ensured that in contract of sale and purchase, the seller does not play the role of agent on behalf of purchaser. ²⁷ For example purchaser requests or orders the seller (by whom he purchases that specific material) to collect or get possession for him (purchaser), it is not allowed. In fact purchaser must appoint a separate agent other than the seller for collection or getting possession of material on his behalf.
- ii. After conclusion of contract and possession of the goods by the purchaser or his agent, risk of those goods transfers to him. Any loss of goods during logistics thereafter will be at the risk of purchaser. ²⁸
- iii. Expenses of logistics (including rent, toll plaza taxes, etc) will be borne by seller unless stipulated otherwise in the agreement. ²⁹
- iv. If goods received are found to be more or less than the demand ordered, the excess should be returned to the seller/vendor/supplier /provider or it can be purchased by mutual consent. In case the quantity is less than the demand ordered, the receiver has the option to reject the supply or accept it at the rate of the actual value of the goods received as per the agreed rate³⁰. If any other related terms are already set in the agreement, they may be followed accordingly provided they are not against Shari'ah.

Contemporary Practices of Logistics

- i. **Loading, Offloading and Transportation:** In the case of inward and outward freight, it is the responsibility of the concerned party to arrange for logistics such as labor, lifter, crane, delivery van, truck, container etc. as per the agreement /purchase order. Supplier and buyer are both liable for their particular responsibilities to ensure timely delivery, loading and unloading.
- ii. **Weight & measurement:** Weighing of heavy deliveries is to be carried out on a mutually agreed methodology. Net and gross weight definitions are to be established at the time of purchasing.
- iii. Special arrangements must be made for the transportation and storage of perishable items.
- iv. Proper maintenance for logistic equipment/vehicles must be arranged.

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Appendix

1

Introduction:

Examples of a Muslim business man's intent for doing business after the basic main intent of seeking the Pleasure of Allah could include but not restricted to:

To serve others by fulfilling their needs

To create an air of cooperation amongst people of the society

To earn legitimate profit to prevent oneself from asking others

To fulfill the obligation of meeting needs of one's family

To assist relatives, friends, neighbors and other poor & needy people and to fulfill their needs

(*Islami Tariqah Tijarat*, page#59 V# 3, Baab# 1 Fasal#19)

2

Shar'ee guidelines on the planning process:

{قَالَ تَزْرَعُونَ سَبْعَ سِنِينَ دَأْبًا فَمَا حَصَدْتُمْ فَذَرُوهُ فِي سُنْبُلِهِ إِلَّا قَلِيلًا مِمَّا تَأْكُلُونَ (47) ثُمَّ يَأْتِي مِنْ بَعْدِ ذَلِكَ سَبْعٌ شِدَادٌ يَأْكُلْنَ مَا قَدَّمْتُمْ لَهُنَّ إِلَّا قَلِيلًا مِمَّا تُحْصِنُونَ (48) ثُمَّ يَأْتِي مِنْ بَعْدِ ذَلِكَ عَامٌ فِيهِ يُغَاثُ النَّاسُ وَفِيهِ يَعْصِرُونَ} [يوسف: 47 – 49]

عن أبي ذر ، قال : قال رسول الله صلى الله عليه وسلم " لا عقل كالتمبير (سنن ابن ماجه للقرطبي - ج 4 / ص 191)

وقال تعالى لسليمان عليه السلام : وَقَدِّرْ فِي السَّرْدِ [سبأ/11]

3

Definition of Planning from an Islamic perspective

Islami Tariqah Tijarat Vol#3

4

Shar'ee Guidelines regarding procurement:

{يَا أَيُّهَا النَّبِيُّ لِمَ تُحَرِّمُ مَا أَحَلَّ اللَّهُ لَكَ} [التحریم: 1]

{يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تُحَرِّمُوا طَيِّبَاتِ مَا أَحَلَّ اللَّهُ لَكُمْ وَلَا تَعْتَدُوا إِنَّ اللَّهَ لَا يُحِبُّ الْمُعْتَدِينَ (87) } [المائدة: 87، 88]

الأشياء في الأصل على الإباحة عند بغض الحنفية (الأشبه والنظائر لابن نجيم – ج 1 / ص 66)

5

Shar'ee Guidelines regarding procurement:

يَا أَيُّهَا النَّاسُ كُلُوا مِمَّا فِي الْأَرْضِ حَلَالًا طَيِّبًا وَلَا تَتَّبِعُوا خُطُوَاتِ الشَّيْطَانِ إِنَّهُ لَكُمْ عَدُوٌّ مُبِينٌ [البقرة/168]

6

Shar'ee Guidelines regarding procurement:

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قال: أحب أن أكون خير الناس، فقال: خير الناس من ينفع الناس فكن نافعاً لهم. (كنز العمال - ج 31 / ص 459)

(This guideline taken from book *Islami Tariqah Tijarat*, Vol # 3, chapter #18, page #97-98, Ed#4)

7

Shar'ee Guidelines regarding procurement:

عَنْ سَعِيدِ بْنِ أَبِي الْحَسَنِ، قَالَ: كُنْتُ عِنْدَ ابْنِ عَبَّاسٍ رَضِيَ اللَّهُ عَنْهُمَا، إِذْ أَتَاهُ رَجُلٌ فَقَالَ: يَا أَبَا عَبَّاسٍ، إِنِّي إِنْسَانٌ إِذَا مَا مَعِيشَتِي مِنْ صَنْعَةٍ يَدِي، وَإِنِّي أَصْنَعُ هَذِهِ التَّصَاوِيرَ، فَقَالَ ابْنُ عَبَّاسٍ: لَا أُحَدِّثُكَ إِلَّا مَا سَمِعْتُ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ يَقُولُ: سَمِعْتُهُ يَقُولُ: «مَنْ صَوَّرَ صُورَةً، فَإِنَّ اللَّهَ مُعَذِّبُهُ حَتَّى يَبْفُخَ فِيهَا الرُّوحَ، وَلَيْسَ يَنْفُخُ فِيهَا أَبَدًا» فَرَبَا الرَّجُلُ رَبْوَةً شَدِيدَةً، وَاصْفَرَ وَجْهُهُ، فَقَالَ: وَيْحَكَ، إِنَّ أَبَيْتَ إِلَّا أَنْ تَصْنَعَ، فَعَلَيْكَ بِهَذَا الشَّجَرِ، كُلِّ شَيْءٍ لَيْسَ فِيهِ رُوحٌ (صحيح البخاري (3 / 82))

(This guideline taken from book *Islami Tariqah Tijarat*, Vol # 3, chapter #18, page #97-98, Ed#4)

8

Shar'ee Guidelines regarding procurement:

عَنْ جَابِرٍ، قَالَ: سَمِعْتُ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَامَ الْفَتْحِ يَقُولُ: «إِنَّ اللَّهَ وَرَسُولَهُ حَرَّمَ بَيْعَ الْخُمُرِ، وَالْخَنَازِيرِ، وَالْأَصْنَامِ، وَالْمَيْتَةِ» (مصنف ابن أبي شيبة)

(This guideline taken from book *Islami Tariqah Tijarat*, Vol # 3, chapter #18, page #97-98, Ed#4)

9

Shar'ee Guidelines regarding procurement:

لقد حرص الإسلام على إرساء المحبة والألفة بين المسلمين، وسد كل باب يفضي إلى النزاع والفرقة، ولذلك نهى عن بيوع ومعاملات تفضي إلى الفرقة والنزاع، وتفسد المحبة والألفة بين المسلمين. (شرح بلوغ المرام لعطية سالم) (1/92 از شامله)

(This guideline taken from book *Islami Tariqah Tijarat*, Vol # 3, chapter #18, page #97-98, Ed#4)

10

Intentions of procurement:

عن عمر بن الخطاب قال سمعت رسول الله صلى الله عليه وسلم يقول من احتكر على المسلمين طعاما ضربه الله بالجذام والإفلاس (سنن ابن ماجه - ج 2 / ص 729)

قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ- «مَنْ اخْتَكَرَ فَهُوَ خَاطِيٌّ». صحيح مسلم للنيسابوري - ج 5 / ص 56)

11

Intentions of procurement:

عدم المغالاة في الربح: إن الغين الفاحش في الدنيا ممنوع بإجماع الشرائع، إذ هو من باب الخداع المحرّم شرعاً في كل ملة، لكن اليسير منه الذي لا يمكن الاحتراز عنه لأحد أمر جائز، إذ لو حكمتنا برده ما نفذ بيع أبداً، لأنه لا يخلو منه بيع عادة. فإن كان الغين كثيراً أمكن الاحتراز منه. (الفقه الإسلامي وأدلته) (مكتبته شامله)

12

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Intentions of procurement:

عن تميم الدارى ، قال :قال رسول الله صلى الله عليه وسلم : (إن الدين النصيحة ، إن الدين النصيحة ، إن الدين النصيحة) قالوا : لمن يا رسول الله ؟ قال الله وكتابه ورسوله وأئمة المؤمنين وعامتهم ، وأئمة المسلمين وعامتهم)(سنن أبي داود - (ج 4 / ص 472)

13

Sharia'h Principles for Purchaser:

{ يَا أَيُّهَا الَّذِينَ آمَنُوا اتَّقُوا اللَّهَ وَفُولُوا قَوْلًا سَدِيدًا [الأحزاب: 70]

قَوْلُهُ تَعَالَى: (يَا أَيُّهَا الَّذِينَ آمَنُوا اتَّقُوا اللَّهَ وَفُولُوا قَوْلًا سَدِيدًا) أَيُّ قَصْدًا وَحَقًّا. وَقَالَ ابْنُ عَبَّاسٍ: أَيُّ صَوَابًا. تَفْسِيرُ الْقُرْطُبِيِّ - (ج 14 / ص 253)

لقد حرص الإسلام على إرساء المحبة والألفة بين المسلمين، وسد كل باب يفضي إلى النزاع والفرقة، ولذلك نهى عن بيوع ومعاملات تفضي إلى الفرقة والنزاع، وتفسد المحبة والألفة بين المسلمين. (شرح بلوغ المرام لعطية سالم-1/92 از شامله)

14

Shar'ee Guidelines regarding procurement:

حَدَّثَنَا عَبْدُ اللَّهِ بْنُ عَبْدِ الْوَهَّابِ، حَدَّثَنَا يَزِيدُ بْنُ زُرَيْعٍ، أَخْبَرَنَا عَوْفٌ، عَنْ سَعِيدِ بْنِ أَبِي الْحَسَنِ، قَالَ: كُنْتُ عِنْدَ ابْنِ عَبَّاسٍ رَضِيَ اللَّهُ عَنْهُمَا، إِذْ أَتَاهُ رَجُلٌ فَقَالَ: يَا أَبَا عَبَّاسٍ، إِنِّي إِنْسَانٌ إِنَّمَا مَعِيشَتِي مِنْ صَنْعَةٍ يَدِي، وَإِنِّي أَصْنَعُ هَذِهِ النَّصَاوِيرَ، فَقَالَ ابْنُ عَبَّاسٍ: لَا أُحَدِّثُكَ إِلَّا مَا سَمِعْتُ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ يَقُولُ: «مَنْ صَوَّرَ صُورَةً، فَإِنَّ اللَّهَ مُعَذِّبُهُ حَتَّى يَنْفَخَ فِيهَا الرُّوحَ، وَلَيْسَ بِنَافِخٍ فِيهَا أَبَدًا» فَرَبَا الرَّجُلُ رُبُوعًا شَدِيدَةً، وَاصْفَرَ وَجْهُهُ، فَقَالَ: وَيْحَكَ، إِنَّ أُبَيَّتَ إِلَّا أَنْ تَصْنَعَ، فَعَلَيْكَ بِهَذَا الشَّجَرِ، كُلُّ شَيْءٍ لَيْسَ فِيهِ رُوحٌ (صحيح البخاري (3 / 82)

(This guideline taken from book *Islami Tariqah Tijarat*, Vol # 3, chapter #18, page #97-98, Ed#4)

15

Shar'ee Principles for Purchaser:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ [النساء/29]

عن داود بن صالح المدني عن أبيه قال سمعت أبا سعيد الخدري يقول قال رسول الله صلى الله عليه و سلم إنما البيع عن تراض (سنن ابن ماجه - (ج 2 / ص 737)

16

Shar'ee Principles for Purchaser:

يَمْلِكُ الْمُشْتَرِي الْمَبِيعَ، وَيَمْلِكُ الْبَائِعُ التَّمَنُّ، وَيَكُونُ مَلِكُ الْمُشْتَرِي لِلْمَبِيعِ بِمَجَرَّدِ عَقْدِ الْبَيْعِ الصَّحِيحِ، وَلَا يَتَوَقَّفُ عَلَى التَّقَابُضِ، وَإِنْ كَانَ لِلتَّقَابُضِ أَثَرٌ فِي الضَّمَانِ. أَمَّا فِي عَقْدِ الْبَيْعِ الْفَاسِدِ عِنْدَ الْحَنْبَلِيَّةِ فَلَا يَمْلِكُ الْمُشْتَرِي الْمَبِيعَ إِلَّا بِالْقَبْضِ (2) وَتَفْصِيلُهُ فِي مُصْطَلَحِ (الْبَيْعِ الْفَاسِدِ) . الموسوعة الفقهية الكويتية (9 / 36):

فَتَسْلِيْمُ الْبَدَلَيْنِ، وَاجِبٌ عَلَى الْعَاقِدَيْنِ؛ لِأَنَّ الْعَقْدَ أَوْجِبَ الْمَلِكُ فِي الْبَدَلَيْنِ، وَمَعْلُومٌ أَنَّ الْمَلِكَ مَا تَبَيَّنَ لِعَيْنَيْهِ، وَإِنَّمَا تَبَيَّنَ، وَسَبِيلُهُ إِلَى الْإِنْتِفَاعِ بِالْمَمْلُوكِ، وَلَا يَتَهَيَّأُ الْإِنْتِفَاعُ بِهِ إِلَّا بِالتَّسْلِيمِ فَكَانَ إِجَابَةُ الْمَلِكِ فِي الْبَدَلَيْنِ شَرْعًا إِجَابًا لِتَسْلِيمِهِمَا ضَرُورَةً، (بدائع الصنائع في ترتيب الشرائع) (5 / 243)

17

Principles of Goods' Receiving:

(وَلَا بُدَّ مِنْ مَعْرِفَةِ الْمَبِيعِ مَعْرِفَةً نَافِيَةً لِلْجَهَالَةِ) قَطْعًا لِلْمَنَازَعَةِ، (الاختبار لتعليل المختار : (2 / 5)

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Principles of Goods' Receiving:

بعد الدراسة الوافية وتداول الرأي في ذلك قرر مجلس المجمع الفقهي بالإجماع عدا فضيلة الشيخ مصطفى الزرقا تحريم التامين التجاري بجميع أنواعه سواء كان على النفس أو البضائع التجارية أو غير ذلك. (الفتاوى الاقتصادية) (مكتبه شامله)

19

Principles of Goods' Receiving:

(قَوْلُهُ: وَوَصَفْتُ تَمَنًّا ؛ لِأَنَّهُ إِذَا كَانَ مَجْهُولَ الوَصْفِ تَتَحَقَّقُ المُنَازَعَةُ فَالمُشْتَرِي يُرِيدُ دَفْعَ الأَدْوَنِ وَالبَائِعُ يَطْلُبُ الأَرْفَعَ فَلا يَحْصُلُ مَقْصُودُ شَرْعِيَّةِ العَقْدِ نَهْرًا. الدر المختار وحاشية ابن عابدين (رد المحتار) (4 / 529)

20

Invoice and payments from shar'ee perspective:

لَعَنَتِ اللهُ عَلَى الكاذِبِينَ [آل عمران: 61]

وحدثني مالك عن صفوان بن سليم انه قال قيل لرسول الله صلى الله عليه وسلم أياكم المؤمن جباناً فقال نعم فقيل له أياكم المؤمن بخيلاً فقال نعم فقيل له أياكم المؤمن كذاباً فقال لا (موطأ الامام مالك لمالك الأصبحي - (ج 2 / ص 321)

من غش فليس مني(صحيح مسلم (1 / 99)

21

Invoice and payments from shar'ee perspective:

اتفقت المذاهب الثمانية على اشتراط معرفة الثمن في عقد البيع حال العقد أو قبله، فلا يجوز البيع بثمن مجهول، ولا بد من بيان جنس الثمن و قدره وصفته. (الفرق الإسلامي وأدلته)

22

Invoice and payments from shar'ee perspective:

يصح البيع بثمن حال أو مؤجل إلى أجل معلوم ، ويجوز اشتراط تقسيط الثمن إلى أقساط معلومة تدفع في مواعيد معينة ، كما يجوز الاشتراط بأنه إن لم يوف القسط في ميعاده يتعجل كل الثمن. (مجمع الفقه الإسلامي - (ج 6 / ص 146)

23

Invoice and payments from shar'ee perspective:

وَحَدَّثَنِي عَنْ مَالِكٍ عَنْ زَيْدِ بْنِ أَسْلَمَ أَنَّهُ قَالَ: " كَانَ الرَّبَا فِي الجَاهِلِيَّةِ، أَن يَكُونَ لِلرَّجُلِ عَلَى الرَّجُلِ الحَقُّ إِلَى أَجَلٍ، فَإِذَا حَلَّ الأَجَلُ، قَالَ: أَنْقِضِي أَمْ تُرَبِّي؟ فَإِنْ قَضَيْتِ أَحَدًا، وَإِلَّا زَادَهُ فِي حَقِّهِ، وَأَخْرَجَتْهُ مِنَ الأَجَلِ " (موطأ مالك ت عبد الباقي (2 / 672):

والربا المحرم في الإسلام نوعان: أولهما: ربا النسبنة الذي لم تكن العرب في الجاهلية تعرفه، وهو المأخوذ لأجل تأخير قضاء دين مستحق إلى أجل جديد، سواء أكان الدين ثمن مبيع أم قرضاً. (الفقه الإسلامي وأدلته)

24

Shar'ee guidelines of production:

عَنْ سَعِيدِ بْنِ أَبِي الحَسَنِ، قَالَ: كُنْتُ عِنْدَ ابْنِ عَبَّاسٍ رَضِيَ اللهُ عَنْهُمَا، إِذْ أَتَاهُ رَجُلٌ فَقَالَ: يَا أَبَا عَبَّاسٍ، إِنِّي إِنْسَانٌ إِنَّمَا مَعِيشَتِي مِنْ صَنْعَةِ يَدِي، وَإِنِّي أَصْنَعُ هَذِهِ التَّصَاوِيرَ، فَقَالَ ابْنُ عَبَّاسٍ: لَا أَحَدَثُكَ إِلَّا مَا سَمِعْتُ رَسُولَ اللهِ صَلَّى اللهُ عَلَيْهِ وَسَلَّمَ يَقُولُ: سَمِعْتُهُ يَقُولُ: «مَنْ صَوَّرَ صُورَةً، فَإِنَّ اللهُ مُعَذِّبُهُ حَتَّى يَنْفَخَ فِيهَا الرُّوحَ، وَلَيْسَ بِنَافِخٍ فِيهَا أَبَدًا» فَربَا الرَّجُلِ رُبُوءَةً شَدِيدَةً، وَاصْفَرَ وَجْهُهُ، فَقَالَ: وَبِحَقِّكَ، إِنْ أَبَيْتَ إِلَّا أَنْ تَصْنَعَ، فَعَلَيْكَ بِهِذِهِ الشَّجَرِ، كُلُّ شَيْءٍ لَيْسَ فِيهِ رُوحٌ، قَالَ أَبُو عَبْدِ اللهِ: سَمِعَ سَعِيدُ بْنُ أَبِي عَرُوبَةَ، مِنْ النَّضْرِ بْنِ أَنَسٍ، هَذَا الوَاجِدَ. (صحيح البخاري (3 / 82)

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عَنْ أَبِي زُرْعَةَ قَالَ نَخَلْتُ مَعَ أَبِي هُرَيْرَةَ فِي دَارِ مَرْوَانَ فَرَأَى فِيهَا تَصَاوِيرَ فَقَالَ سَمِعْتُ رَسُولَ اللَّهِ -
صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ- يَقُولُ « قَالَ اللَّهُ عَزَّ وَجَلَّ وَمَنْ أَظْلَمُ مِمَّنْ ذَهَبَ يَخْلُقُ خَلْقًا كَخَلْقِي فَلْيُخْلَفُوا ذُرَّةً أَوْ
لِيُخْلَفُوا حَبَّةً أَوْ لِيُخْلَفُوا شَعِيرَةً ». (صحيح مسلم للنيسابوري - ج 6 / ص 162)

25

Fundamentals of Options (*Khiyarat*):

Details regarding the Islamic Law of Options (*Khayarat*)

Khiyarat (options to affirm or annul transactions) are periods within which the contracting parties, or one of them who has specified a Khiyar, may either affirm the transaction or annul it. This grants the parties a period to further consider the transaction and its outcomes, and a means of safeguarding the contracting parties from possible ill effects of a transaction not realized at the time of the transaction.

Kinds of Options:

Khiyar al-Shart (Option of condition)

Khiyar al-Ta'yeen (Option of specification)

Khiyar al-Ru'yah (Option of Inspection)

Khiyar al-Ayb (Option of defect)

Khiyar al-Naqad (Option of Cash)

1. *Khiyar al-Shart* (Option of condition):

An option through which one party or both of them stipulate for themselves or for someone else the right to revoke the contract within a determined period

Khiyar al-Shart is permitted in those contracts which accept revocation like sale, hire, *muzara'ah* (crop sharing).

The option can be stipulated by one of the parties for himself or for a third party

Khiyar al-Shart can be stipulated for a period of three days or less (some *A'immah* allow longer periods, but with the condition that the period is stipulated)

Termination of the Option:

Death of one in whose favor the option was operating

Termination of the period

Destruction of the subject-matter

Acceptance by one in whose favor the option during the specific time.

2. *Khiyar al-Tayin* (Option of Determination):

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It is the right of buyer to choose, designate or determine within a pre-stated time one object out of two or more which are proposed to him

The general rule is that the goods being purchased must be ascertained at the time of the contract

Khiyar al-Tayin can be stipulated for a period of three days or less

:Conditions of *Khiyar al-Tayin*

The number of ascertained items should not exceed three (however some muftiane karam allow more than three too)

There should be a difference in value between the three items and the price of each must be known

The period of the option should be determined within the confines of *Khiyar al-Shart*

A contract within this option is binding for the seller and non-binding for the buyer

:Factors terminating the Option

Exercise of the option whether express or implied

Destruction of one of the items

Death of one who possessed the option

Explanation: It should be noted that this option is applied when there is a contract between seller and purchaser on different items and purchaser has right of determination however when purchaser gets some items/samples to chose one of them while there is no contract is being executed and mutually decided that if purchaser chose one of them the contract will be executed on specific price by mutual consent so this condition will not be included in Khyare Tayin

3. *Khiyar al-Ruyah* (Option of Examination):

It is the right accorded to a person buying or brings anything not yet present at the moment of the signature of the contract to confirm or cancel the said contract after inspecting the object

Option: *Hanafi* Jurists: the contract in which the buyer has not seen the goods is a contract which is valid and enforceable but is non-binding and the buyer has option to revoke it upon examination.

Condition related to the Option:

The buyer must not have seen the goods

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The contract must be in property which is specified and not in that which is sold by description

The option makes the contract non-binding

Facts terminating the Option:

The option ends with the examination of the subject-matter

The option lapses if the subject matter is destroyed

Death of the buyer makes the contract binding for the heirs of the buyer

If the buyer examines the property and disposes it off, the contract becomes irrevocable

Explanation: It is should be noted that it is not necessary to see the whole subject matter rather by seeing symbol of the subject matter will be enough and Khyare Royat will be terminated in this case after that if the remaining items are not according to the symbol then purchaser can terminate this contract by using option of defect (Khyarul Ayb) rather than Khyare Royat)

4. *Khiyar al-Ayb* (Option of Defect):

It is right given to the purchaser in a sale to cancel the contract if he discovers that the object acquired has in it some defect diminishing its value

Conditions for exercising the Option of Defect:

The defect should be such which causes decrease in the value of the property

The defect should have existed prior to the contract

The defect should continue after delivering till the time of the exercise of the option

The buyer should have no knowledge of the defect at the time of the contract or at the time of delivering

There should not be any agreement of non-guarantee

The contract with the option of defect is revocable

Factors terminating the Option:

Acceptance of object with defect by the buyer

Destruction of the object in the hands of buyer

:5. *Khiyar al Naqad* (Option of Spot)

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If item is being purchased on spot not on deferred the seller has an option to say to purchaser that if you could not pay till three days for example our contract will be terminated then I will be free to sell it anywhere however seller has option to either let purchaser to carry it with him or hold it (in his shop etc) till payment.

(This portion of options has been taken from presentation of Mufti Muhammad Najeeb Khan, Darul Uloom Karachi: Islamic law of contract)

عَنْ ابْنِ عُمَرَ، أَنَّ حَبَّانَ بْنَ مُنْقِذٍ كَانَ سَفَعَ فِي رَأْسِهِ مَأْمُومَةً، فَتَقَلَّ لِسَانَهُ، فَكَانَ يُخَدِّعُ فِي الْبَيْعِ، فَجَعَلَ لَهُ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: «مَا ابْتِاعَ مِنْ شَيْءٍ فَهُوَ بِالْخِيَارِ ثَلَاثًا»، وَقَالَ لَهُ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: " قُلْ: لَا جَلَابَةَ " (معرفة السنن والآثار (8 / 24)

عَنْ حَكِيمِ بْنِ جَرَامٍ قَالَ: قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: «الْبَيْعَانِ بِالْخِيَارِ مَا لَمْ يَفْتَرِقَا.(سنن النسائي (7 / 244)

26

Shar'ree Guidelines regarding Warehouse:

عَنْ عُمَرُو بْنِ شُعَيْبٍ عَنْ أَبِيهِ عَنْ جَدِّهِ عَنِ النَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَالَ: (من أودع وديعة فلا ضمان عليه). (عمدة القاري شرح صحيح البخاري (13 / 183)

وَلَا ضَمَانَ إِلَّا عَلَى الْمُتَعَدِّي، قَالَ اللَّهُ تَبَارَكَ وَتَعَالَى: {فَلَا عُذْوَانَ إِلَّا عَلَى الظَّالِمِينَ} (بدائع الصنائع)

والأمانات تضمن بالتعدي(الهداية في شرح بداية المبتدي (4 / 416)

من أودع وديعة الخ الوديعة ما يترك عند الأمين وهي أخص من الأمانة ولا بد ههنا من تقدير في الكلام أي من أودع وديعة عند الأمين فهلك في يده بلا تعدي فلا ضمان عليه ولكن هذا مخصوص بما إذا كانت الوديعة بأجر واشتراط الضمان على الأمين باطل به يُفتي كما في الدرر وتفصيلها في كتب الفقه(شرح سنن ابن ماجه للسيوطي وغيره (1 / 173)

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Shar'ree Guidelines regarding Logistics:

لأصل العام في العقود أن يكون العاقد متعدداً..... ويستحيل أن يكون الشخص الواحد في زمان واحد مسلماً ومتسلاً، طالباً ومطالباً، مملكاً ومتملكاً، مما يوجب أن يكون العقد من طرفين، لكل منهما إرادته وعبارته والتزامه، لا من شخص واحد ليس له إلا إرادة واحدة.(الفقه الإسلامي وأدلته)

28

Shar'ree Guidelines regarding Logistics:

عَنْ عَائِشَةَ رَضِيَ اللَّهُ عَنْهَا، قَالَتْ: قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: «الْخِرَاجُ بِالضَّمَانِ»(سنن أبي داود (3 / 284)

(الخراج بالضمان) أي الغلة بإزاء الضمان أي مستحقة بسببه فمن كان ضمان المبيع عليه كان خراجه له وكما أن المبيع لو تلف أو نقص في يد المشتري فهو في عهده وقد تلف على ملكه ليس على بائعه شيء فكذا لو زاد وحصل منه على غلة فهو له لا للبائع إذا فسخ بنحو عيب فالغرم لمن عليه الغرم(فيض القدير (3 / 503)

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Shar'ree Guidelines regarding Logistics:

اتفق الفقهاء على أن أجره الكيال للمبيع , أو الوزن أو الذراع أو العداد تكون على البائع. وكذلك مؤونة إحضاره إلى محل العقد إذا كان غائباً. إذ لا تحصل التوفية إلا بذلك.(فقه المعاملات)

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والشرط الذي ورد به الشرع: مثل اشتراط الخيار أو الأجل لأحد المتعاقدين، أو اشتراط الطلاق إذا طرأ سبب داع له، فذلك كله مشروع في الشرع. والشرط الذي جرى به العرف: مثل اشتراط المشتري على البائع التعهد بإصلاح الشيء المشتري مدة معينة من الزمان، كالساعة، والمذياع، والسيارة، والغسالة، والثلاجة، واشتراط حمل البضاعة إلى مكان المشتري، فهذا مما تعارفه الناس وإن كان فيه زيادة منفعة لأحد العاقدين، فجاز استحساناً خلافاً لزفر من الحنفية، بدليل أن النبي اشترى في السفر من جابر بن عبد الله بغيراً، وشرط لجابر ركوبه وحملانه عليه إلى المدينة. (الفقه الإسلامي وأدلته)

30

Sharia'h Guidelines regarding Logistics:

وَمَنْ ابْتِئَاعَ صَبْرَةَ طَعَامٍ عَلَى أَنَّهَا مِائَةٌ دِرْهَمٍ فَوَجَدَهَا أَقْلَ كَانَ الْمُشْتَرِي بِالْخِيَارِ إِنْ شَاءَ أَخَذَ الْمُؤْجِدَ بِحِصَّتِهِ مِنَ الثَّمَنِ وَإِنْ شَاءَ فَسَخَّ الْبَيْعَ وَإِنْ وَجَدَهَا أَكْثَرَ فَالزَّيَادَةُ لِلْبَائِعِ (بداية المبتدي (1 / 130)