



SHAHEED MOHTARMA BENAZIR BHUTTO  
INSTITUTE OF TRAUMA, KARACHI

No. PROC/SMBBIT/2022-23/ 506  
Dated: March 10, 2023

LETTER OF ACCEPTANCE

M/s. ALHAMD SHARIAH ADVISORY  
SERVICES (PRIVATE) LIMITED  
Flat No#503, 8th Floor, Plot No 64  
Block-3CP & Barar Society,  
Karachi, Pakistan

Subject: **LETTER OF ACCEPTANCE OF HIRING OF SHARIAH ADVISORY FIRM FOR SHARIAH COMPLIANCE**  
**NIT NO: PROC/SMBBIT/2022-23/409 (Dated:06-02-2023),**  
**Ref no: PROC/SMBBIT/(OSR-01)/2022-23**

A.	Notice Inviting Tender issued in respect of "HIRING OF SHARIAH ADVISORY FIRM FOR SHARIAH COMPLIANCE" to be supplied during the Financial Year 2022-23.		
B.	The said Bid (Single Stage – One Envelope Procedure Basis) submitted on 02nd-March-2023, by your firm.		
C.	Meeting of Procurement Committee of SMBB Institute of Trauma, Karachi was held on 02nd-March-2023, to open tender <b>HIRING OF SHARIAH ADVISORY FIRM FOR SHARIAH COMPLIANCE</b> as against each item(s).		
D.	Procurement Committee of SMBB Institute of Trauma has evaluated the bid submitted by participant in detail and is pleased to inform you that you have been selected as the "Preferred Bidder" for Shariah Compliance Services. The Procuring Agency now wishes to offer you Shariah Compliance Services on terms & conditions as per bid documents of said NIT.		
S.#	Name of Entity	Monthly Amount including all applicable taxes	Total Annual Amount inclusive of all applicable taxes
1	Zakat Charges Monthly	42,000.00	504,000.00
2	Donation Charges Monthly	5,000.00	60,000.00
<b>Total</b>		<b>47,000.00</b>	<b>564,000.00</b>

**Amount in word: Rupees Five Hundred Sixty Four Thousand Only.**

	The Shariah Advisor will provide its services to ensure that the collection and utilization of Zakat and donations in the organization are in line with Shariah Guidelines. 1. Scope of work 2. Access to Facilities and Documents
1	<b>Shariah Advisory Firm Scope of work:</b> 1. To finalize the documents and process flows of the Zakat and donation-related systems. 2. Preparing and updating SOP / TOR for receiving and utilizing Zakat and Donation funds. 3. To advise and hold discussions from time to time. 4. To issue a Shariah Compliance Certificate, valid until the time Shariah Advisor is associated with the organization. 5. To ensure Shariah Compliance with the processes and procedures, if so required. 6. To assure donors regarding Shariah compliance with the Zakat and donations mechanism and attend such meetings or presentations if required. 7. Training the relevant staff involved in any or all kinds of Zakat & donations related matters for the Shariah-compliant procedure. 8. preparation of the Zakat form and the Wakalat nama; 9. To check and approve expenditures regarding Zakat and donations.



2	<b>Access to Facilities and Documents:</b> The Shariah Advisory firm will have full and complete access at any time to all records and documents (including books of account, legal agreements, minutes of meetings, bank records, invoices and contracts etc. related to Zakat & Donations).
A	This Letter of Acceptance does not form a contractual or legal relationship under the relevant law of Pakistan between SMBB Institute of Trauma and the addressee of this "Letter of Acceptance".
B	Therefore, You are requested to confirm within seven (07) days on your company letterhead from the date of receipt of this Letter of Acceptance, regarding your willingness to accept this offer for Supply to SMBB Institute of Trauma, Karachi.
C	If agreed, Form of Contract on Non-Judicial Stamp Paper will be submitted (As per Terms and conditions)
D	<b>SECURITY DEPOSIT: @10% Security Deposit (Performance Security)</b> of Rs. 56,400/- in the shape of Pay Order / Demand Draft or Bank Guarantee will be submitted by Supplier to Purchaser in favor of Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi (SMBBIT). which will be released Clause # 2 of bidding document. (Terms & Conditions of bidding document).
E	<b>Stamp duty @0.35%</b> of ordered amount shall be paid through <b>E-stamp duty (www.estamps.gos.pk)</b> and the paid receipt and agreement should have to be submitted to the Procurement department (SMBB-IT).
F	Documents showing any set of exemption from duty taxes should also attached with the bills.

olw

EXECUTIVE DIRECTOR / D.D.O  
SMBB INSTITUTE OF TRAUMA, KARACHI

Copy to:-

- The Director (A&F) SPPRA with reference to SPPRA PPMS ID T00518-22-0005 & Evaluation Report # BE00518-22-0005-2
- Accounts & Finance Department, SMBB Institute of Trauma.

olw

EXECUTIVE DIRECTOR / D.D.O  
SMBB INSTITUTE OF TRAUMA, KARACHI

6/6/22  
Received



**SHAHEED MOHTARMA BENAZIR BHUTTO  
INSTITUTE OF TRAUMA, KARACHI**

No: PROC/SMBBIT/2022-23/513  
Dated: 13-March-2023

**AWARD OF TENDER**

M/s. ALHAMD SHARIAH ADVISORY SERVICES (PRIVATE) LIMITED

Flat No#503, 8th Floor, Plot No 64

Block-3CP & Barar Society,

Karachi, Pakistan

**SUBJECT: AWARD OF TENDER - HIRING OF SHARIAH ADVISORY FIRM FOR SHARIAH  
COMPLIANCE FOR FINANCIAL YEAR 2022-23**

We are pleased to award you the job of "SHARIAH ADVISORY FIRM FOR SHARIAH COMPLIANCE" on terms and conditions as per Contract Agreement with effect from 13<sup>th</sup> March-2023.

**REFERENCE CORRESPONDENCE:**

NIT #	PROC/SMBBIT/2022-23/409 (Dated:06-02-2023)
NIT REFERENCE #	PROC/SMBBIT/(OSR -01)/2022-23
PPMS ID:	T00518-22-0005
BID OPENING DATE :	02-MARCH-2023 AT 11:30AM
BER ID:	BE00518-21-0005-2
LETTER OF ACCEPTANCE #	PROC/SMBBIT/2022-23/506
COMPANY NTN #	7983102-3

S.#	Name of Entity	Monthly Amount including all applicable taxes	Total Annual Amount inclusive of all applicable taxes
1	Zakat Charges Monthly	42,000.00	504,000.00
2	Donation Charges Monthly	5,000.00	60,000.00
<b>Total</b>		<b>47,000.00</b>	<b>564,000.00</b>

**Amount in word: Rupees Five Hundred Sixty Four Thousand Only.**

  
EXECUTIVE DIRECTOR / DDO  
SMBB Institute of Trauma – Karachi

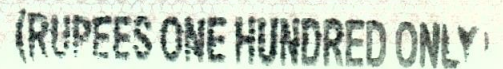
Copy forwarded to concern for information and necessary action, please;

1. The Director A&F, SPPRA with reference to PPMS ID: T00518-22-0005  
& BER # BE00518-22-0005-2
2. Accounts & Finance Department, SMBB Institute of Trauma, Karachi

  
EXECUTIVE DIRECTOR / DDO  
SMBB Institute of Trauma - Karachi

RECEIVED BY  
Accounts Department  
SMBB INSTITUTE OF TRAUMA  
Inward No. 1156  
Dated 14-03-2023





15 FEB 2023

**FOR THE HIRING OF SHARIAH ADVISORY FIRM FOR SHARIAH COMPLIANCE**

**Ref no: PROC/SMBBIT/(OSR-01)/2022-23**

**LETTER OF ACCEPTANCE NO: PROC/SMBBIT/2022-23/506 DATED: 10 March — 2023**

This Contract Agreement (hereinafter called the Agreement) made on 13<sup>th</sup> day of March - 2023.

**M/s. ALHAMD SHARIAH ADVISORY SERVICES (PRIVATE)**  
**LIMITED**

AND

(Hereinafter Called the Purchaser)

S.#	Name of Entity	Monthly Amount including all applicable taxes	Total Annual Amount inclusive of all applicable taxes
1	Zakat Charges Monthly	42,000.00	504,000.00
2	Donation Charges Monthly	5,000.00	60,000.00
Total		47,000.00	564,000.00

**Amount in word: Rupees Five Hundred Sixty Four Thousand Only**





Whereas the purchaser is desirous that certain Services should be provided by Contractor and whereas the Contractor has agreed to provide and quote the rate which has been accepted by purchaser for supply of above mentioned Services against the sum of **Rs. 564,000.00/-** hereinafter called "The Contract Price".

## **PURPOSE:**

The Contractor will provide its services to ensure that the collection and utilization of Zakat and donations in the organization are in line with Shariah Guidelines.

## **SCOPE OF WORK:**

1. To finalize the documents and process flows of the Zakat and donation-related systems.
2. Preparing and updating SOP / TOR for receiving and utilizing Zakat and Donation funds.
3. To advise and hold discussions from time to time.
4. To issue a Shariah Compliance Certificate, valid until the time Shariah Advisor is associated with the organization.
5. To ensure Shariah Compliance with the processes and procedures, if so required.
6. To assure donors regarding Shariah compliance with the Zakat and donations mechanism and attend such meetings or presentations if required.
7. Training the relevant staff involved in any or all kinds of Zakat & donations related matters for the Shariah-compliant procedure.
8. Preparation of the Zakat form and the Wakalat nama;
9. To check and approve expenditures regarding Zakat and donations.

### **A. Access to Facilities and Documents:**

The Contractor firm will have full and complete access at any time to all records and documents (including books of account, legal agreements, minutes of meetings, bank records, invoices and contracts etc. related to Zakat & Donations).

#### **1. USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- a) The Contractor shall not without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern; sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to such employed person shall be made in confidence and shall extend only, as far as may be' necessary, to such performance and not further or otherwise.
- b) Any document, other than the Contract itself, shall remain the property of the Procuring Agency and shall be returned (all copies) on completion of the Contractor's performance under the Contract.
- c) The Contractor shall permit the Procuring Agency to inspect the Contractor's accounts and records relating to the performance of the services.

**2. MODE OF PAYMENT:** The assignment is on monthly basis fixed fees. Fees will be paid by SMBB-IT through cheque.

**3. ASSIGNMENT:** The Contractor shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Procuring Agency's prior written consent.

**4. CANCELTION OF CONTRACT:** If the successful Contractor fails to provide the satisfactory services, the SMBB-IT shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The SMBB-IT shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.





**5. TERMINATION FOR DEFAULT:** SMBB-IT without prejudice to any other remedy for breach of Contract, by written notice of default sent to the contractor, may terminate this Contract in whole or in part:

- (a) if the contractor fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the SMBB-IT; or
- (b) if the contractor fails to perform any other obligation(s) under the Contract.
- (c) if the contractor, in the judgment of the SMBB-IT has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

**6. FORCE MAJEURE:**

- i. The contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the SMBB-IT in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- iii. If a Force Majeure situation arises, the contractor shall promptly notify the SMBB-IT in writing of such condition and the cause thereof. Unless otherwise directed by the SMBB-IT in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**7. TERMINATION FOR INSOLVENCY:** SMBB-IT may at any time terminate the Contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the SMBB-IT.

**8. TERMINATION FOR CONVENIENCE:** The SMBB-IT, by written notice sent to the Vendor/Firm, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the SMBB-IT convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

**9. ARBITRATION AND RESOLUTION OF DISPUTES:** In the case of a dispute between the SMBB-IT and the Contractor, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPP Rules, 2010 (Amended 2019).

**10. GOVERNING LANGUAGE:** The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

- a) **APPLICABLE LAW:** This Contract shall be governed by the laws of Pakistan and the courts of Karachi - Pakistan shall have exclusive jurisdiction.

Now this agreement witnesseth as follows:

- 1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & Conditions of Tender Enquiry referred to.
- 2. The Following documents after incorporating addenda, if any except these parts relating to Instruction to Contractors, shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Purchase order(s)/ Letter of Acceptance where applicable



Handwritten signature and initials in the bottom right corner.



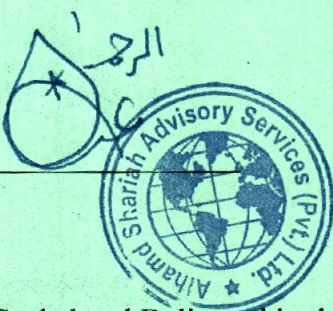
- b. The completed Form of Bid along with Schedules to Bid.
  - c. Condition of Contract & Contract Data
  - d. The priced Scheduled of prices
  - e. The specifications
3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to supply the Services and remedy defects therein in conformity and in all respects within the provisions of the Contract.
  4. The Purchaser hereby covenants to pay the Contractor, in consideration of the execution and completion of the services as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
  5. **PARTICULAR GOVERNING SUPPLY:** As per policy given in the bid documents.
  6. **SECURITY DEPOSIT:** @10% Security Deposit (Performance Security) of Rs. 56,400/- in the shape of Pay Order / Demand Draft or Bank Guarantee will be submitted by Contractor to Purchaser in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi (SMBBIT)**. which will be released Clause # 2 of bidding document. (Terms & Conditions of bidding document).
  7. **Stamp duty @0.35%** of ordered amount shall be paid through **E-stamp duty (www.estamps.gos.pk)** and the paid receipt and agreement should have to be submitted to the Procurement department (SMBB-IT), Karachi.
  8. Documents showing any set of exemption from duty taxes should also be attached with the bills.
  9. **PERIOD OF COMPLETION:** Initially contract shall be signed for mutually agreed period required for completion of the assigned. (Extendable on performance basis)

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement in accordance with their respective hands and seals, the day, month and the year first above written.


**Signature of the Contractor**

**Signature of the Purchaser**

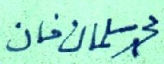
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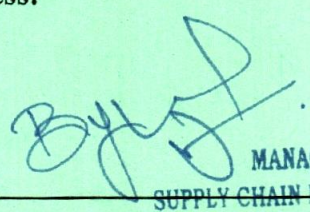
(Seal)



Signed, Sealed and Delivered in the presence of:

**Witness:**   
M. Salman Khan  
House No: 486, K, K-Area, Kongi k hi  
74900.

(Name, Title and Address)

**Witness:**   
MANAGER  
SUPPLY CHAIN MANAGEMENT  
SMBB Institute of Trauma, Karachi

(Name, Title and Address)