



**Request for Proposal:**

**19<sup>th</sup> of March 2021**

**On Behalf of Fabric Aid- Provision  
Of laundromat in Mkalles, Sin el fil.**

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## **SECTION 1 About Fabric Aid**

FabricAID is a Lebanese social enterprise founded in 2017 that aims to establish a socially and environmentally conscious value-chain for the apparel industry. Our circular model increases the efficiency of second-hand clothes collection, sorting and distribution and reduces fabric waste predominantly by offering decent clothing at extremely affordable prices to marginalized communities.

In light of the tremendous need for good-quality, affordable second-hand clothing amongst underprivileged communities in the MENA, FabricAID has received a lot of public attention. Not only does FabricAID offer a sustainable model complementing existing humanitarian initiatives, but it tackles a global challenge as well. FabricAID is in fact capable of competing with the biggest international second hand textile reclaimers by creating a solid circular self-sustainable market.

FabricAID's value-chain is built around three main activities: collection, sorting and re-distribution. The collection of new and gently used clothes, shoes, and accessories happens through a network of more than 150 clothing collection bins located across the country. Some other collection means include partnerships with businesses and organizations as well as buying items from NGOs who receive clothing donations. Additionally, home pick-ups and school competitions have been set-up in order to increase collection.

The majority of the clothes are sold at our Souk el Khlanj shops, FabricAID's core activity with which the social enterprise launched, offering decent and affordable clothes to marginalized communities through a dignified shopping experience. Our 4 Souk el Khlanj shops are located in impoverished areas of Lebanon, selling clothes for prices as low as 500 LBP per item. All Souk el Khlanj branches provide shopping styles similar to traditional clothes retailers (clothes neatly displayed, price labels, changing rooms, personalized advice) in order to ensure a dignified shopping experience for all.

Clothes that are too revealing or unusual and do not appeal to the target beneficiaries at Souk el Khlanj are sold at Second Base, our thrift and vintage shop that caters for a growing community of vintage attire enthusiasts. An e-commerce platform of our Second Base vintage and thrift shop was set-up for the United Arab Emirates market for its relatively high spending capacity, rising interest in second-hand clothing and the increasing awareness towards sustainable fashion.

### **VISION**

A future where everyone can afford decent clothing and the fashion industry does no harm for the environment and society.

### **MISSION**

FabricAID's mission is to establish a socially and environmentally conscious value-chain for the apparel industry.

**SECTION 2 Invitation to Provision of Laundromat to Fabric Aid, in Mkalles Sin el Fil.**

Fabric Aid wishes to invite you in request for proposal documents to Provide Laundromat

**Summary of project activity:** Provision of Laundromat to Fabric Aid, in Mkalles Sin el Fil.

Location of work: Mkalles, Sin El Fil.

Scope of work: Provision of Laundromat to Fabric Aid, in Mkalles Sin el Fil.

The bidders are hereby invited to provide a price offer on the following work components:

Fill detailed Price offer describing the needed material for the completion of the assigned work.

Complete the work within the required safety measures mentioned in the mentioned duration of time.

The deadline for submission of bids will be on 26 of March 2021 **at 17:00 hours**. Bids shall be opened directly after the deadline for submission.

All bids delivered to Fabric Aid must be initialized, signed and stamped.

Sincerely

Samer Barakat,

Operations Manager

FabricAID

Beirut, Lebanon

## **SECTION 2 Bid Data Sheet**

### **2.1 Background Data**

#### **Provision of Laundromat to Fabric Aid, in Mkalles Sin el Fil, Lebanon.**

The FabricAID laundromat project allows FabriAID to optimize its services to the communities it attends to as far as offering a decent and affordable clothes to marginalized communities through a dignified shopping experience. Having a laundromat capability to supplement FabricAID humanitarian shopping experience insures best minimum standards of a socially and environmentally conscious value-chain for the apparel industry and a future where everyone can afford decent clothing.

This offer is issued by FabricAID management.  
Reference should be the following address:

Mkalles - Industrial District -Debahy Building- Floor 2  
From 19<sup>th</sup> of March till 26<sup>th</sup> March 2021.  
Email: [Samer@fabricaid.me](mailto:Samer@fabricaid.me)  
Email: [Sahar@fabricaid.me](mailto:Sahar@fabricaid.me)

### **2.2 Deadline for Work Completion**

The total requirement for completing the work shall after 5 days from signing the contract.

All bidders shall submit a work schedule depicting the time frame, noting major milestones and confirming completion by no later than the date noted above. Bidders shall submit the work schedule with the tender submission. Upon acceptance of the successful bid, the tender program, amended as may be necessary shall be incorporated into the Contract as the Contract Construction Program.

**Fabric Aid will not be responsible for paying the cost of work implementation that does not meet the quality standards requested.**

### **2.3 Deadline for Bids' Submission**

The deadline for submission of bids is on the **26<sup>th</sup> of March 2021 at 17:00**. Late bids will not be accepted. Bids must be submitted by emails to the above mentioned emails

## **SECTION 3: Further Information**

### **3.1. Scope of Price Offer**

The successful Bidder will follow the technical assessment for the needs in each informal settlement done by Fabric Aid Team.

### **3.2. Corrupt Practices**

3.2.1 Fabric Aid requires Employees, Bidders and Vendors, to work under the highest standards of ethics during the preparation, delivering of supply component, and execution of contracts. Where the following should be avoided:

- (i) "Corrupt practice" includes the offering or receiving of anything of value to influence the action of a public official in the supplying process or in contract execution; and
- (ii) "Fraudulent practice" includes a falsification of facts in order to influence a procurement process or the execution of a contract;

In the case where the bidder, employee, or vendor fails to avoid fraud and/or corruption, Fabric aid will:

- reject any bids related to that person; and
- will remove these bidding contractors from our prequalified list
- will contact and report District Officials
- Terminate works

3.2.2 Bidders and Contractors should adhere to and indicate acceptance of Code of Ethics by signing the document in Appendix 2.

### **3.3. Qualified Bidders**

3.3.1 A Bidder is encouraged to submit papers proving the following in order to participate in Fabric Aid tender:

- (a) The bidder's business activities have not been suspended;
- (b) The bidder is not the subject of legal proceedings
- (c) The bidder must Sign of Code of Ethics and add it to the offer (Appendix 2)
- (d) The bidder, at the time of bid, must not be:
  - (i) In receivership; and
  - (ii) Bankrupt.

3.3.2 A Bidder whose circumstances in relation to the above mentioned statuses changes during the supplying process or during the execution of a contract shall immediately inform Fabric Aid.

3.3.3 A Bidder, and all parties constituting the Bidder including sub-contractors, shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of Fabric Aid regarding this bidding process.

3.3.4 The Bidder shall abide to design in full compliance with all relevant requirements and specifications. Relevant design reports and calculation must be submitted to the NGO for approval. If the client decides to cancel any items listed in the Bills of Quantities, the Contractor shall not claim any compensation related to the works not executed.

### **3.4. Obligations and Requests**

- 3.4.1 The bidder shall abide to the instruction of Fabric Aid team.
- 3.4.2 Fabric Aid has the right to ask for the substitution of the focal point of contact in case the NGO found that the focal point lacks experience and knowledge related to the project or for any other reasons evaluated by Fabric Aid.
- 3.4.3 The bidder and/or the nominated focal point shall coordinate with Fabric Aid and concerned authorities in all cases specifically cases related to due dates and handing over.
- 3.4.4 The bidder should take at his responsibility the application for any needed permit(s) from government department(s) and is deemed to acquire from concerned authorities all needed infrastructural maps (including but not limited to electrical, telephone, and sewage maps) related to the targeted geographical area of implementation.

The contractor is committed to all expenses that may arise from any modification and repairs resulted from the negligence and interruption of already existing infrastructures.

- 3.4.5. The bidder shall take all needed safety measures in the implementation site including but not limited to maintenance of traffic flow and the provision of temporary traffic arrangement.
- 3.4.6 The bidder shall visit the sites on his own expenses with coordination with Fabric Aid in case relevant. There is no common field visit for all contractors.

### **3.5 Finalizing of Price Offer Submission**

- 3.5.1 Bidders are encouraged to submit samples to Fabric Aid office in Mkalles, Sin el Fil (if applicable).
- 3.5.2 The Bidder is expected to examine all drawings, instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

### **3.6. Documents Comprising the Price Offer**

The price offer submitted by the Bidder shall comprise the following:

- (a) Initialized pages of Price offer
- (b) Signed Price offer and Tender Program as in section 5
- (c) Contract template in section 6
- (d) Condition of Contract section 7
- (e) Code of Ethics as in Appendix



### **3.7. Currencies of Price Offer and Payment**

All prices shall be quoted by the Bidder in USD dollar. Similarly, all payments will be made in USD dollar unless requested by the bidder and approved upon by Fabric Aid to be in another currency.

### **3.9. Format and Signing of Price Offer**

The Bidder shall prepare one set of Price offer document per contract that he/she wishes to bid for. The bidder should hold a copy of the documents with himself, for reference purposes.

### **3.10. Withdrawal and Replacement of Bids**

A Bidder may withdraw or replace his/her price offer after it has been submitted at any time before the deadline.

### **3.11. Confidentiality**

3.11.1 Examination, evaluation, comparison, and post-qualification of bids, shall not be disclosed to bidders or any other person.

3.11.2 Any effort by a Bidder to influence Association LRC in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of his/her price offer.

### **3.12. Clarification of Bids**

Fabric Aid may, at its discretion, ask any Bidder for a clarification of his/her Price Offer. Fabric Aid request for clarification and **the response shall be either in writing (signed) submitted at Fabric Aid office or via email.**

### **3.13. Evaluation of Bids**

3.13.1 Fabric Aid shall examine the **legal documentation and other information submitted by Bidders to verify eligibility**, and then will review and score Bids according to the following criteria;

- Legal Documents
- Price in comparison to LebRelief-LRC established rate
- Overall timeframe for delivery
- Bidder's willingness to work with skilled and qualified labors from the area

3.13.2 All materials used are to be subject to Fabric Aid approval, and of durable nature, guaranteed, not liable to any base exchange and manufactured according to applicable BS, ASTM or DIN Standards.

3.13.3. In case of more than one contractor being scored the same in the evaluation with the same highest prequalification, re-pricing will take place between the equivalently scored vendors allowing the reconsideration

of prices. If the scoring remains equivalent, the winning bidder will be identified via a draw in the presence of the bid evaluation committee and the concerned bidders

3.13.4 Fabric Aid reserves the right to reject all bids, and re-tender if no satisfactory bids have been submitted

**3.14. Award Procedure**

3.14.1 Fabric Aid shall award the Contract in writing.

3.14.2 Any contractor who has not been awarded a contract will be notified either by email or by any other suitable way for both parties.

**3.15. Signing of Contract**

Upon receipt of the Letter of Acceptance, Fabric Aid shall call the successful Bidder to sign the Contract.

#### **SECTION 4 Technical Considerations**

Bidders should provide implementation of Laundromat to Fabric Aid, in Mkalles Sin el Fil.

The contractors shall submit a list of minimum technical documents as per the specifications shared with this RFP.

- **Design Report**: description of the activities to be implemented with technical details, Calculations and formulas used for the design, Justification of all the technical choices, Section on Health and Safety Design for the specific project and Section on Environmental aspects, Pictures and small drawings to clarify.
- **Schedule of Activities**: Editable file and PDF, Appropriate breakdown of the activities and Milestones, show duration of each activity, show dependencies of the activities, Include procurement and supply actions.

**SECTION 5 Price Offer Forms**

**5.1 THE CONTRACTOR'S Price Offer and Tender Program**

To: Fabric Aid

Mkalles - Industrial District -Debahy Building- Floor 2

Sir / Madam,

We offer to install Laundromat to Fabric Aid, in Mkalles Sin el Fil,; in accordance with the previously listed conditions and Code of Ethics accompanying this Price offer for the Contract. Installation of the works, including the commissioning and handover to concerned parties, complete and fit for purpose, shall be completed in \_\_\_\_\_ number of weeks with a

Price of .....in USD [*In figures*]

.....in USD [*In words*]

Equivalent to .....in L.L. [*In figures*]

.....in L.L. [*In words*]

The signed Bid will represent an official contract between the two parties.

Authorized Signature: .....

Name of Signatory: .....

Title of Signatory: .....

Date of Signing: .....

Name of Bidder: .....

Address: .....Tel No: .....

## SECTION 6 Contract Template

**Date:**

**Valid until:**

**Vendor:**

Name:

Address:

Contact person:

Telephone:

E-mail:

**Buyer:**

**Fabric Aid:**

Address: Mkalles - Industrial District -Debahy Building- Floor 2

Responsible buyer: Sahar Khreis

Telephone: 00961 03 014699

E-mail: [sahar@fabricaid.me](mailto:sahar@fabricaid.me)

## SECTION 7 Condition of Contract

### 1 PENALTIES

Penalty for late delivery applies to each day (24 hours period), or part of a day after the dates and times given in the Delivery Schedule. Penalty comprises 2% of the total value of the order per day.

### 2 LEGAL STATUS

The Vendors shall not be considered in any respect as being the employees of Fabric Aid. The Vendor shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

**3 ETHICAL STANDARDS**

All suppliers doing business with Fabric Aid should maintain high standards on ethical issues, respect and apply basic human and social rights, ensure non-exploitation of child labor, and give fair working conditions to their staff. Fabric Aid will not do business with producers of weapons, alcohol, tobacco or pornography.

**4 CONFLICT OF INTEREST**

Vendors must notify Fabric Aid if there is potential conflict of interest with any Fabric Aid staff prior to signing of this Contract. Any supplier failing to do so and later found to have a conflict of interest will be struck from Fabric Aid vendor database.

**5 OBLIGATIONS**

The Vendor shall neither seek nor accept instructions from any authority external to Fabric Aid.

**6 CONTRACT MANAGEMENT**

The Vendor signatory for this contract is.....

Fabric Aid signatory for this contract is..Omar Itani.....

Any issues arising during this contract must be communicated either in writing between these two contacts or any other method suitable by both parties. Any adjustments to the Contract must also be noted in writing, with signatories from representatives of both parties.

**7 ACCEPTANCE AND ACKNOWLEDGEMENT**

No Contract shall become effective and no Contract shall exist until Fabric Aid has received from the Vendor written acceptance of the conditions which govern this Contract by signature at the end of this Contract. Initiation of performance under this order by the vendor shall also constitute acceptance of the order by the vendor, including all terms and conditions herein contained or otherwise incorporated by reference.

**8 INSPECTION**

The representatives Fabric Aid shall have the right to inspect the goods under this Contract at Vendor's stores, during manufacture, in the ports or places of shipment, and the Vendor shall provide all facilitates for such inspection.

Inspection is at buyer's cost. If, however, an inspection must be repeated due to the vendor's default, or for the vendor's convenience, the cost of the second and any subsequent inspections for the same purchase order (or lot, if part inspection) will be charged to the vendor by the inspection company.

#### 9 FORCE MAJEURE

Force Majeure includes: natural disasters, local laws or regulations, industrial disturbances, acts of violence, civil disturbances, explosions and/or any other similar cause of equivalent force not caused by, nor within the control of, either party or which neither party is able to overcome. As soon as possible after the occurrence of a Force Majeure type situation; and within but not more than fifteen (15) days, the Vendor shall give notice and full particulars in writing to Fabric Aid of such Force Majeure. Otherwise, Fabric Aid shall then have the right to cancel the Contract by giving, in writing, seven (7) days notice of termination to the Vendor.

#### 10 DEFAULT

In case of default by the Vendor, including, but not limited to, failure or refusal to make deliveries within the limit specified, Fabric Aid may procure the goods or services from other sources, and hold the Vendor responsible for any excess cost occasioned thereby. Furthermore, Fabric Aid may, by written notice, terminate the right of the Vendor to proceed with deliveries or such part or parts thereof as to which there has been default.

#### 11 REJECTION

In the case of goods or services purchased based on specifications or scope of works, Fabric Aid shall have the right to reject the goods or services or any part thereof if they do not conform to specifications or the scope of works.

#### 12 BANKRUPTCY

Should the Vendor be adjudged bankrupt, or should the Vendor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Vendor's insolvency, Fabric Aid may under the terms of this Contract, terminate this Contract forthwith by giving the Vendor written notice of such termination.

#### 13 AMENDMENTS

No change in or modification of this Contract shall be made except by prior agreement between the Project Manager of Fabric Aid and the Vendor. Amendments to this agreement shall be made in writing and signed by both parties.

#### 14 ASSIGNMENTS

The Vendor shall not assign, transfer, pledge or make other disposition of this Contract except with the prior written consent of Fabric Aid.

#### 15 DISPUTES - ARBITRATION

Any claim or controversy arising out of or relating to this or any contract resulting here-from, or to the breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with Fabric Aid to specify.

**16 USE OF NAME, EMBLEM OR OFFICIAL SEAL**

Unless authorised in writing by LeBRelief-LRC, the Vendor shall not advertise or otherwise make public the fact that he is a Vendor to Fabric Aid or use the name, emblem or official seal of Fabric Aid or any form of the name of Fabric Aid for advertising purposes or for any other purposes.

**17 NOTICE**

Service of any notice shall be deemed to be good if sent by registered mail, fax or by cable to the addresses of both parties, set out in the heading of this Contract.

**18 LIQUIDATED DAMAGES**

Late delivery, or dispatch outside the agreed shipping schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 0.1 percent of the Contract value per day. The assessment will not exceed 10 percent of the contract value. LeBRelief-LRC has the right to deduct this amount from the Vendor's outstanding invoices, if any. This remedy is without prejudice to any others that may be available to Fabric Aid, including cancellation, for the Vendor's non-performance, breach or violation of any term or condition of the Contract. Acceptance of goods or services delivered late shall not be deemed a waiver of Fabric Aid's rights to hold the Vendor liable for any loss and/or damage resulted there-from, nor shall it act as a modification of the vendor's obligation to make future deliveries in accordance with the delivery schedule.

**19 ANTI-PERSONNEL WEAPONS PRODUCERS**

The Vendor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel weapons. Any breach of this representation and warranty shall entitle Fabric Aid to terminate this Contract immediately upon notice to the Vendor, at no cost to Fabric Aid.

**20 CHILD LABOUR**

The Vendor represents and warrants that neither it, nor any of its vendors is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, required that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle Fabric Aid to terminate this Contract immediately upon notice to the Vendor, at no cost to Fabric Aid.

**21 PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT**

This Contract supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Contract.



## 22 INTELLECTUAL PROPERTY INFRINGEMENT

The Vendor warrants that the use or supply by Fabric Aid of the services or goods sold under this Contract does not infringe on any patent, design, trade-name or trade-mark. In addition, the Vendor shall, pursuant to this warranty, indemnify, defend and hold Fabric Aid and their donors harmless from any actions or claims brought against Fabric Aid or their donors pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Contract.

## 23 TITLE RIGHTS

Fabric Aid shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organisation by the Vendor. At the request of Fabric Aid, the Vendor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights transferring them to the organisation in compliance with the requirements of the applicable law.

Title to any equipment and supplies which may be furnished by Fabric Aid and any such equipment shall be returned to Fabric Aid at the conclusion of this Contract or when no longer needed by the Vendor. Such equipment, when returned to Fabric Aid, shall be in the same condition as when delivered to the Vendor, subject to normal wear and tear.

## 24 INSURANCE

The vendor shall provide and thereafter maintain for the duration of this Purchase Order and any extension thereof all appropriate workmen's compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with a Purchase Order. The vendor shall, upon request, furnish proof to the satisfaction of Fabric Aid, of such liability insurance. The vendor shall further provide such health and medical insurance for its agents and employees, as the vendor may consider advisable. Contractor must insure his site against any incident that might occur to pedestrians and vehicles and against any third party claim with regard to his work on site.

Insurance must cover the whole period of works on site.

## 25 PAYMENT SCHEDULE

The invoice will be paid by Fabric Aid upon an agreed schedule by both parties. Payment will be made either via check or any other way that suits both parties.

## 26 TRANSPARENCY

Fabric Aid undertakes to conduct transparent transactions in all operations. The parties agree that any payments related to this transaction are open and transparent.

27 ACCEPTANCE

Please confirm your acceptance of this order by signing below, and ensure that all future correspondence includes the contract reference number.

**Agreed between:**

**FABRIC AID REPRESENTATIVE**

**CONTRACTOR'S REPRESENTATIVE**

Name: Samer Barakat

Name:

Position: Operations Manager

Position:

Signature: Samer Barakat

Signature:

Date: 19<sup>th</sup> March 2021

Date: