REQUEST FOR QUOTATION - RFQ

Ref.: RFQ 49/402EGY4006 Manufacturing and installation of the Signage for Abu Mena Archaeological Site

You are invited to submit your quotation offering your best prices and delivery conditions to UNESCO for goods and related services as described below:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF GOODS AND/OR SERVICES</th>
<th>Picture</th>
<th>QTY</th>
<th>UNIT</th>
<th>CURRENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Site address stone stand, belted wall size 250x60x30cm, covered with basalt stones, including prominent stone in laser cut for the site name, on limestone size 250x90cm.</td>
<td></td>
<td>1</td>
<td>panel</td>
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<td>Sign stands, size 100x70cm dibond 4mm, fixed on limestone block, size 80x40x25cm, including supporting metal frame, made of metal boxes 2.5x2.5cm x3mm, including metal plate 10mm for fixation. (2 units)</td>
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<td>panel</td>
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Sand blasting and electrostatic paint for all the metal works mentioned above.

TOTAL PRICE FCA/FOB

FREIGHT COST

INSURANCE COST

TOTAL PRICE [SPECIFY INCOTERMS AS PER UNESCO CONDITIONS BELOW]
**UNESCO CONDITIONS**

<table>
<thead>
<tr>
<th>General Terms and Conditions</th>
<th>UNESCO General Terms and Conditions apply (copy enclosed).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Terms</td>
<td>30 days net upon receipt of invoice and supporting documents</td>
</tr>
<tr>
<td>Completeness of Quotation</td>
<td>[Partial bids permitted or Partial bids not permitted / Not permitted]</td>
</tr>
<tr>
<td>Delivery Terms (INCOTERMS 2000) &amp; Place</td>
<td>Delivery within 30 days from signing the contract, location Abu Mena Archaeological Site, Alexandria</td>
</tr>
<tr>
<td>Mode of Transport</td>
<td>[By sea, by air, by sea/inland or by road / Specify] Road</td>
</tr>
<tr>
<td>Closing Date</td>
<td>7 April 2022 midnight 12:00 AM Cairo Egypt time</td>
</tr>
</tbody>
</table>

**BIDDER PLEASE STATE**

- **Delivery Time FCA/FOB & to Place of Delivery:**
  - FCA/FOB Point:

- **Shipping Weight and Volume (KG / Cubic M):**

- **Products to Comply with EC or International Quality and Safety Standards:** Bidders to confirm and to state product compliance standards

- **Warranty Conditions and Availability of Local Services in Country of Destination:**

- **Validity of Quotation (UNESCO Standard Minimum 90 Days):**

**Additional Requirements:**

- At least 5 years of experience in steel/metal structure industry. Please submit company registration document or company profile
- Adherence to delivery time of 30 days. Please confirm yes or no:
- It is desirable to provide references or photos of at least 3 similar work implemented at archaeological sites/museums

We are looking forward to receiving your quotation at cairo@unesco.org w.mohamed@unesco.org (To be noted that all files together not to exceed 10 M)

**FOR UNESCO**

<table>
<thead>
<tr>
<th>Name</th>
<th>UNESCO Conditions as stated above are herewith accepted.</th>
</tr>
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<tbody>
<tr>
<td>Functional Title</td>
<td>NAME</td>
</tr>
<tr>
<td>Signature</td>
<td>STAMP AND SIGNATURE</td>
</tr>
<tr>
<td>Date</td>
<td>DATE</td>
</tr>
</tbody>
</table>
1. ACCEPTANCE OF THE CONTRACT
This Contract may only be accepted by the Contractor's signing and returning an acknowledgment copy of it or by timely delivery of the goods in accordance with the terms of this Contract, as herein specified. Acceptance of this Contract shall effect a Contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Contract, including these General Conditions. No additional or inconsistent provisions proposed by the Contractor shall bind UNESCO unless agreed to in writing by its duly authorized official. SOURCE OF INSTRUCTIONS

2. GOODS AND SERVICES DEFINED
Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Contractor is required to supply under this Contract. Services are hereinafter deemed to include services ancillary to the supply of the goods including, without limitation, installation, training, transportation and such other obligations as required under this Order.

3. PAYMENT
UNESCO shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Contract, make payment within 30 days of receipt of the Contractor's invoice for the goods and copies of the shipping documents specified in this Contract. Payment by UNESCO does not imply acceptance of goods nor of any related work or services under this Contract.

4. TAX EXEMPTION
Section 7 of the Convention on Privileges and Immunities of the Specialized Agencies provides, inter alia, that UNESCO and its subsidiary organs are exempt from all direct taxes and are exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes or duties charged to UNESCO by the Contractor. Payment of such adjusted amount shall constitute full payment by UNESCO. In the event any taxing authority refuses to recognize the UNESCO exemption from such taxes or duties, the Contractor shall immediately consult with UNESCO.

5. TRADE MARKS
Whenever an INCONTERM is used in this Contract it shall be interpreted in accordance with the INCONTERM 2000.

6. EXPORT LICENSES
The Contractor shall obtain any export license(s) required for the goods.

7. INSPECTION AND ACCEPTANCE
All goods shall be subject to inspection and testing by UNESCO or its designated representative, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by UNESCO. If any inspection or test is made on the premises of Contractor or its supplier, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Contractor or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Contractor or supplier. Final acceptance or rejection of the goods shall be made as soon as practicable after delivery, but failure to inspect and accept or reject goods shall neither relieve Contractor from responsibility for non-conforming goods nor impose liabilities on UNESCO therefore. The Contractor shall provide and maintain an inspection, quality, and manufacturing process control system covering the goods which is acceptable to UNESCO. Records of all inspection work by Contractor shall be kept complete and made available to UNESCO during the performance pursuant to this Contract and for twenty four (24) months thereafter or for such other period as may be specified in this Contract. Copies of all material certifications and test results are to be submitted to UNESCO upon request.

8. FITNESS OF GOODS INCLUDING PACKAGE
Contractor warrants that the goods conform to the specifications and are fit for the purposes for which such goods are ordinarily used, as well as for purposes, in locations and under circumstances made known to the Contractor by UNESCO. Contractor warrants that the goods are new, of current manufacture and free from defects in design, workmanship and materials. The Contractor also warrants that the goods shall be delivered in packages and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the goods during delivery to their ultimate destination. Unless a longer period is specified in this Contract, the Contractor warrants and certifies that it will repair or replace without expense to UNESCO or its clients any goods or components which prove to be defective in design, material, or workmanship within a period of one (1) year from the date such goods are placed in use.

9. AFTER SALES SERVICE
The Contractor shall maintain or provide a service organization reasonably constituted to handle requests from UNESCO or its clients for technical assistance, maintenance, service, repairs and overhaul of the goods.

10. INDEMNIFICATION
The Contractor shall indemnify, hold and save harmless and defend at its own expense UNESCO, its personnel and its clients from and against all suits, claims, demands, and liability of any nature or kind, including costs and expresses arising out of acts or omissions of the Contractor or its personnel or others responsible to the Contractor in the performance pursuant to this Contract.

11. PATENT INDEMNIFICATION
Contractor shall defend at its own expense any suit or proceeding brought against UNESCO or its clients based on a claim that any goods or the normal use thereof furnished under this Contract constitute any infringement of any patent of any country, if notified promptly in writing and given authority, information and assistance (at Contractor's expenses) for the defense of same, and Contractor shall pay all damages and costs awarded therein against UNESCO or its clients. In case of said goods or any part is enjoined, Contractor shall, at its own expense and at its option, either procure of UNESCO or its clients the right to continue using the goods, modify them so they become non-infringing or, with the approval of UNESCO, remove said goods and refund the purchase price, including transportation and installation costs.

12. FIRE AND EXTENDED COVERAGE INSURANCE
At all times prior to delivery, the Contractor shall effect and maintain continuous fire, hazard and extended coverage insurance upon any goods subject to this Contract in an amount equal to the sound insurable value of such goods and labor incorporated therein with loss payable to the Contractor and UNESCO as their interests may appear.

13. VARIATION IN QUANTITIES
The quantities specified in this Contract must not be exceeded or decreased without the prior written authorization of UNESCO.

14. CHANGES
UNESCO may at any time by written instruction make changes within the general scope of this Contract. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Contract, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both and the Contract shall be either amended or terminated and reassigned accordingly. Any claim by the Contractor for adjustments shall be made within thirty (30) days from the date of receipt by the Contractor of the notification of change, providing, however, that UNESCO may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Contract. Failure to agree to any adjustments shall be a controversy within the meaning of Clauses 22. However, nothing in this Clause shall excuse the Contractor from proceeding with the Contract as changed. No modification of or change in the terms of this Contract shall be valid or enforceable against UNESCO unless it is in writing and signed by a duly authorized representative of UNESCO.

15. TERMINATION FOR CONVENIENCE
UNESCO may terminate this Contract, in whole or in part, upon notice to the Contractor. Upon receipt of notice of termination, the Contractor shall take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment in respect of the work and services satisfactorily performed prior to termination, for expenses necessary for the prompt and orderly termination of the work and for the cost of such necessary work as UNESCO may request the Contractor to complete. To the extent that the computation of such payment due from UNESCO may not make the Contractor whole in respect of termination under this provision, the Contractor may claim an equitable adjustment in accordance with the procedures for equitable adjustment referred to in Clause 14 above.

16. REMEDIES FOR DEFAULT
In case of failure by the Contractor to perform according to this Contract, including but not limited to failure to obtain necessary export licenses or to make delivery of all of the goods by the agreed delivery date, UNESCO may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies,
exercise one or more of the following rights: (1) procure all or part of the goods from other sources, in which event UNESCO may hold the Contractor responsible for any excess costs occasioned thereby; (2) refuse to accept delivery of all or part of the goods; (3) terminate this Contract; (4) require Contractor to ship via premium means, at Contractor's expenses, to meet the delivery schedule; (5) impose liquidated damages.

17. LIQUIDATED DAMAGES FOR DELAY

Subject to Clause 18, if the Contractor fails to deliver all or part of the goods or perform any of the services within the time period specified in the Contract, UNESCO may, without prejudice to any other rights and remedies, deduct from the total price stipulated in this Contract an amount of 0.35% of the price of such goods or unperformed services for each calendar day of delay until actual delivery, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.

18. FORCE MAJEURE

Notwithstanding the provisions of Clauses 16 and 17, the Contractor shall not be liable for default or liquidated damages, to the extent that its failure to perform its obligations under this Contract is the result of an event of Force Majeure. For purposes of this Contract, Force Majeure is defined as an event beyond the control of the Contractor; not involving the Contractor's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force.

19. SOURCE OF INSTRUCTION

The Contractor shall neither seek nor accept instructions from any authority external to UNESCO in connection with the performance pursuant to this Contract. The Contractor shall refrain from any action which may adversely affect UNESCO.

20. OFFICIALS TO BENEFIT

The Contractor warrants that no official of UNESCO or any Government has received or will be offered by the Contractor any direct or indirect benefit of any kind, or any gift, payment or other consideration in connection with or arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is breach of an essential term of this Contract.

21. USE OF NAME EMBLEM OR OFFICIAL SEAL OF UNESCO

Unless authorized in writing, the Contractor shall not advertise or otherwise make public the fact that it is performing, or has performed, services for UNESCO or use the name (or any abbreviation thereof), emblem or official seal of UNESCO for advertising or for any other purpose.

22. ASSIGNMENT AND INSOLVENCY

The Contractor shall not, except after obtaining the prior written approval of UNESCO, assign, transfer, pledge or make other disposition of this Contract or any part hereof or any of the Contractor's rights or obligations under this Contract. Should the Contractor become insolvent or should control of the Contractor change by the Contractor; not involving the Contractor's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force.

23. CHILD LABOUR

The Contractor represents and warrants that neither it nor any of its affiliates 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, requires 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 or physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor; without any liability for termination charges or any other liability of any kind of UNESCO.

24. MINES

The Contractor represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980. Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor; without any liability for termination charges or any other liability of any kind of UNESCO.

25. ARBITRATION

Any controversy or claim arising out of or in connection with any provision of this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules in force at the date of this Contract. UNESCO and the Contractor shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

26. CONCLUSION

Where, in the course of such direct negotiation referred to in Clause 25 above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

27. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of UNESCO.

28. SECURITY

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor.

The Contractor shall:

(a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;

(b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

UNESCO reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNESCO property as set forth in condition 28 above.

29. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via: https://www.un.org/sudor/images/sanctions/un-sc-consolidated.list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

30. AUDITS AND INVESTIGATIONS:

Each invoice paid by UNESCO shall be subject to a post-payment audit by auditors, whether internal or external, of UNESCO or by other authorized and qualified agents of UNESCO at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

UNESCO may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contractor at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

The Contractor shall provide its full and timely cooperation with any such post-payments audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation. Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

UNESCO shall be entitled to a refund from the Contractor for any amounts shown by audits or investigations to have been paid by UNESCO other than in accordance with the terms and conditions of the Contract.

31. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

Definitions. For purposes of the Contract, "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited. The Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, shall not engage in any sexual exploitation and abuse.

The Contractor acknowledges and agrees that UNESCO will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse of anyone by the Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract.
Without prejudice to the generality of the foregoing:
(a) Sexual activity with a child (any person less than eighteen years of age), regardless of any laws relating to the age of majority or to consent, shall constitute the sexual exploitation and abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under the Agreement.
(b) The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute sexual exploitation and abuse.
(c) The Contractor acknowledges and agrees that sexual relationships between the Contractor’s employees, agents or other persons engaged by the Contractor and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UNESCO and are strongly discouraged.

Reporting of allegations to UNESCO. The Contractor shall report allegations of sexual exploitation and abuse, of which the Contractor has been informed or has otherwise become aware, promptly to UNESCO, in line with its established reporting mechanism. To the extent legally possible, the Contractor shall require its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, to report allegations of sexual exploitation and abuse arising in relation to the Contract directly to UNESCO.

This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

32. UNITED NATIONS SUPPLIER CODE OF CONDUCT

The Contractor acknowledges that the UN Supplier Code of Conduct (available from https://www.un.org/Depts/ptd/about-un-supplier-code-conduct) provides the minimum standards expected of the UN Suppliers.
## Bill of Quantity and specifications

**Currency of bid: EGP**

<table>
<thead>
<tr>
<th>Item no.</th>
<th>Items / UNESCO requirements</th>
<th>Offered Specifications</th>
<th>Qty</th>
<th>Unit/Panel</th>
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Sand blasting and electrostatic paint for all the metal works mentioned above. Total 16 Panel

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<tr>
<td>Total Price FCA/FOB, named Place</td>
<td></td>
</tr>
<tr>
<td>Freight Charges to [specify place of delivery] Abu Mena Archaeological Site, Alexandria</td>
<td></td>
</tr>
<tr>
<td>Insurance [if applicable]</td>
<td></td>
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<tr>
<td>Total Price [specify Incoterms and place of delivery]</td>
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