

PREMISES DEPARTMENT ZONAL OFFICE AGRA

TENDER DOUCMENT FOR ELECTRICAL & DATA CABLINGWORKS IN NEW PREMISES OF INDIAN BANK TAPPAL BRANCH, DISTRICT - ALIGARH

Date : 25.05.2022

Issued to:

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| Last date of submission of Tender | <mark>09/06/2022</mark> upto 15:00 HRS at Indian Bank, Zonal Office, Premises Department, Plot no. G.P. 5 & 6 , First Floor, Cross road Mall, Sikandra, Agra - 282007 | | | | | |
|-----------------------------------|---|--|--|--|--|--|
| Date of opening Tender | 10/06/2022 at 16:00 HRS Indian Bank, Zonal Office, PremisesDepartment, Plot no. G.P. 5 & 6 , First Floor, Cross road Mall, Sikandra, Agra - 282007 | | | | | |
| Cost Of Tender | 500/- (Five hundred only) | | | | | |

CONSULTANT:

M/s Bharat and Associates Architects, Engineers, Interiors & Landscape Designers,

<u>Shop no-1, First Floor, Jeevan Plaza</u> <u>Viram Khand-5 , Gomti Nagar,Lucknow-226010</u>

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| DESCRIPTION | <u>PAGE NO.</u> |
|---|-----------------|
| NOTICE INVITING TENDER | 3 |
| FORM OF TENDER | 4 |
| GENERAL RULES AND INSTRUCTIONS TO TENDERERS | 5-10 |
| ARTICLES OF AGREEMENT | 11 – 13 |
| APPROVED LIST OF MATERIALS | 14 |
| SCHEDULE OF QUANTITIES | 15 - 20 |
| DRAWINGS | 21 |



ZONAL OFFICE – AGRA

NOTICE INVITING TENDER

Indian Bank, Zonal Office AGRA invites sealed tenders from empanelled contractors with Indian Bank (single bid system) for proposed Electrical, Data Cabling Works in the New Premises of Tappal Branch, District – Aligarh, UP. The Tender Documents can be downloaded from the Bank's website (www.indianbank.in) under Tender Column.

| | w.indianbank.in) under Tender Col | |
|---------|--|--|
| 1 | Name of work | Electrical & Data Cabling Works in New Premises of Tappal Branch, District – Aligarh, UP |
| 2 | Period of completion | 30 days to be reckoned from 5^{TH} day from the date of issue of the Work Order or handing over of site whichever is later |
| 3 | Estimated cost of work | Up to 3.40 lac |
| 4 | Validity of Tender | 90 Days from the date of opening |
| 5 | Defects Liability Period | 12 Months from the date of virtual completion of work |
| 6 | Earnest Money Deposit | Rs. 3,400/- (Rupees Three thousand four hundred Only) by way of DD in favour of Indian Bank * <i>Firms</i> <i>registered with MSME / NSIC with valid</i> <i>certificates issued by GOI are exempted from</i> <i>submitting EMD along with Tender.</i> |
| 7 | Initial Security Deposit (ISD) | After acceptance of Work Order, Contractor shall submit ISD of 2% of the Bid / Contract Amount in the form of DD. |
| 8 | Retention Money (RM) | 8% of the Bill Amount excluding Taxes |
| 9 | Total Security Deposit (TSD) = ISD + RM | 10% of the Bid Amount (ISD – 2% & RM – 8%) ISD Amount will be refunded to Contractor within 14 days from the issue of Work Completion Certificate by the Architect and the Retention Money will be refunded after the completion of defect liability period. |
| 10 | Interim / Adhoc Payment | No Interim / Adhoc Payment will be paid. |
| 11 | Liquidated Damages | 1% per week of the Contract Value subject to maximum total of 10% of final Contract value |
| 12 | Tender Documents | Tender documents can be obtained from Indian Bank, Zonal Office, Premises Department, Plot no. G.P. 5 & 6 , First Floor, Cross road Mall, Sikandra, Agra - 28200 from 25/05/2022 to 08/06/2022 on all working days during office hours and / or can be downloaded from the Bank's website (www.indianbank.in) under Tenders column. |
| 13 | Last date of submission of tenders | 09/06/2022 upto 15:00 HRS at Indian Bank, Zonal Office, Premises Department, Plot no. G.P. 5 & 6 , First Floor, Cross road Mall, Sikandra, Agra - 28200 |
| 14 | Date of opening Tender | 10/06/2022 at 16:00 HRS Indian Bank, Zonal Office, Premises Department, Plot no. G.P. 5 & 6 , First Floor, Cross road Mall, Sikandra, Agra - 28200 |
| M - + - | | |

Note:

1. The bank reserves the right to reject/cancel any/all tender/bid without assigning any reason.

2. The rates quoted by the tenderer shall be based only on the specifications and conditions of the tender documents.

3. Bank is not liable to make any payment to tenderers for preparation to submit the tender/bid.



FORM OF TENDER

Indian Bank Zonal Office AGRA Premises Department Plot no. G.P. 5 & 6 , First Floor, Cross road Mall, Sikandra, Agra – 28200

Dear Sir,

<u>SUB: Invitation of Tender for Electrical & Data Cabling works in the New</u> <u>Premises of Tappal Branch, District – Aligarh, UP</u>

Having examined the drawings, specifications, conditions and schedule of quantities prepared by you, and satisfying ourselves as to the location of the site and working conditions, I/We hereby offer to execute the above works at the respective rates which I/We have quoted for the items in the Schedule of Quantities.

I/We herewith deposit **Rs. 3,400/- (Rupees Three thousand four hundred only)** by crossed demand draft payable at AGRA and drawn in favour of Indian Bank as Earnest Money Deposit for the due execution of the works at my/our tendered rates, together with any variations should the work be awarded to me/us.

In the event of this tender being accepted, I/We agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid Earnest Money Deposit of **Rs. 3,400/- (Rupees Three thousand four hundred only)** in the event of our refusal or delay in signing the Contract Agreement. I/We further agree to complete the work within the stipulated time specified in the Appendix to General Conditions of Contract.

I/We agree to keep our tender open for **90(Ninety) days** from the date of opening of Envelope No.1.

| I/We enclose the completed t | ender documents duly | signed under two separate sealed envelopes and the |
|------------------------------|----------------------|--|
| Earnest Money Deposit Rs | (Rupees | only) by Bank Draft No. |
| dated | Issued | |

Thanking you,

Yours faithfully,

[To be signed by the Authorized Representative of Tenderer who has the Power to do so]

Place: Date: Witness Signature: Name: Address: Seal:



GENERAL RULES AND INSTRUCTION FOR THE GUIDANCE OF TENDERERS

1 Definition of terms / interpretation:

- Employer/Owner/Bank /Indian Bank/ Accepting Authority shall mean Indian Bank with its Corporate Office at No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 inter-alia having their Zonal Office at Plot no. G.P. 5 & 6, First Floor, Cross road Mall, Sikandra, Agra 282007 and any of its employees representative authorized on their behalf.
- Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder"/"tenderer"), "bidered /tendered", "bidding"/"tendering", etc. are Synonymous.
- Day means calendar day. Singular also means plural.
- "Contractor" means the person whose Tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- Tenderer: The term 'Tenderer' shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative(s) of such individuals or persons composing such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- 2 Tenders, which should always be placed in sealed cover, with the name of the work written on the envelope "Interior Electrical & Data Cabling Work in New Premises of Tappal Branch, District Aligarh, UP " will be received by Chief Manager (P&E), Indian Bank, Zonal Office, Premises Department, AGRA.
- 3 Earnest money amounting to Rs. 3,400/- (Rupees Three thousand four hundred Only) in the form of Demand Draft drawn in favour of "Indian Bank", payable at AGRA must accompany each tender. EMD amount will not carry interest. Tender without earnest money will be summarily rejected. Please note that firms registered with MSME / NSIC under single point registration with valid certificates issued by GOI are exempted from submitting EMD. Necessary Certificates must accompany bid. No other type of certificate is acceptable. The exemption and relaxation in EMD is subject to the validity & acceptance of their registration certificate on the date of opening of Tender.
- 4 The Indian Bank does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- a. <u>The rate quoted by the Tenderer shall be net (excluding GST), up to the stage of incorporation and handing over site. All taxes including (excluding GST) or any other tax on material or on finished works like Turn-over Tax, including taxes that may be newly introduced subsequent to the tender etc. in respect of this contract shall be payable by the Tenderer and the Indian Bank will not entertain any claim whatsoever in this respect.</u>

The rate quoted should be excluding of GST.

The tenderer who wishes to quote for the tender should have GST registration and should mention the registration number.

- **5** The Tenderer shall give a list of his relatives working with the Indian Bank along with their designations and addresses.
- 6 No employee of the Indian Bank is allowed to work as a contractor for a period of two years of his retirement from Indian Bank service, without the previous permission of the Indian Bank. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Indian Bank as aforesaid before submission of the



tender or engagement in the Tenderers service.

- 7 The tender for works shall remain open for acceptance for a period of 90 days from the date of opening of Tender. If any tenderer who withdraws his tender before the said period, then the Indian Bank shall be at liberty to forfeit Earnest Money paid along with the tender.
- 8 The tender for the work shall not be witnessed by a Tenderer or Tenderers who himself/themselves has/have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the Tenderers tendering as well as witnessing the tender liable to summary rejection.
- **9** It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts.
- **10** Transfer of tender documents purchased by one intending Tenderer to another is not permitted.
- **11** The Tenderer must pay the amount of Earnest Money as mentioned in the Notice of Tender Invitation by Bank Demand Draft payable to Indian Bank. No interest on Earnest Money deposited by the Tenderer shall be paid by the Bank. The Tenderer should attach the Bank Draft along with the tender failing which the tender will not be considered. No other mode of payment shall be accepted.
- **12** The Earnest Money Deposit of unsuccessful tenderers shall be refunded within three weeks of award of contract to the successful tenderer or within one week of actual commencement of work whichever is earlier and in any case not later than four months.
- **13** The Earnest Money Deposit of the successful tenderer shall be refunded on the acceptance by the Employer of the Contractor's Demand Draft towards Security Deposit.
- **14** The EMD of the Tenderer, whose tender is accepted, shall be forfeited in full in case he does not start the work by stipulated date mentioned in the award letter.
- 15 The retention amount at 8% on the value of the bill paid will be held by the Indian Bank apart from ISD. ISD Amount (2%) will be refunded to Contractor within 14 days from the issue of Work Completion Certificate by the Architect and the Retention Money (8%) will be released at the end of Defect Liability Period (12 Months), subject to satisfactory rectification of defects noticed, if any. ISD and Retention Amount held in our Bank's Book will not carry any interest.
- **16** The acceptance of a tender will rest with the Indian Bank and the Indian Bank reserves to itself the authority to reject any or all of the tenders received without the assignment of a reason. Tenders in which any of the prescribed conditions are not fulfilled (or) are incomplete in any respect are liable to be rejected. The Indian Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
- **17** Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
- **18** All rates shall be quoted on the proper form of the tender only. **All the entries to be made legibly in ink only.** Rates written in pencil or any other mode shall not be considered for evaluation and will be rejected.
- **19** An item rate tender containing percentage below / above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment along with sealed tender, the same may be considered.
- **20** On acceptance of the tender the name of the accredited representative(s) of the Tenderer who would be responsible for taking instructions from the Indian Bank shall be communicated to the Indian Bank.
- **21** Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in words and in figures.
- 22 The Contractor shall within 7 days of receiving the WORK ORDER submit **INITIAL SECURITY DEPOSIT** of <u>2% of the contract value in the form of a Demand Draft</u>. On acceptance of the Demand Draft,-the



Earnest Money Deposit shall be refunded to the Contractor.

- **23** The Contractor shall comply with and give all notices required under any law, rules, regulations, or byelaw of Parliament, State Legislature or Local Authority relating to works. If needed, the Contractor has to obtain required permission/ approval from the building secretary/ association. The Contractor shall before commencing the execution of work issue a certificate to the Employer that he has obtained all the permissions Registrations and give all the notices as are required to be obtained or given under law particularly blasting permission, Police permission etc.
- **24** The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the Employer. The Contractor shall especially take care to keep areas free from getting water logged, from concrete/mortar dippings, bricks, steel, shuttering materials or any other material / rubbish.
- **25** Debris and items removed from the building have to be neatly stacked at site and then periodically removed (maximum of one week), carried away by the Contractor and disposed off as per the rules and regulations of the Local Authorities concerned. No debris shall be thrown loose from upper floors. No floor, roof or other part of the building shall be over-loaded with debris or mater als as to render it unsafe.
- **26** Employer reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider, is appropriate, and suitable for the intended use. The contractor is not eligible to claim extra on this account.
- 27 Employer will require the contractor to produce, samples of all the materials, accessories/ finishes prior to procurement/ manufacture. The samples of the materials for the work shall be got approved from the Employer. Failure to comply with these instructions can result in rejection of the work/materials.
- **28** For painting & Lamination, sample area shall be prepared and the shade got approved. It is also advised to give computer presentation of various colour schemes to the employer before going for sample painting/Lamination,
- **29** The Tenderer should note that he should execute his part of work without causing any damage to any component of the building and also without disturbing the occupants. Any damage so caused shall be made good at the cost & risk of the tenderer.
- **30** The successful tenderers shall include, in the quoted price, all allied civil works such as chasing in wall, drilling holes etc to support the frames, partitions, make the surface good after grouting, scaffolding required if any to load/ unload the materials etc.
- **31** The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises includi g their part of the work. The successful contractor has to place full time representative at site, the representative should have thorough subject knowledge.
- **32** The work shall be carried out without disturbing the existing occupants of other offices. Necessary barricading of the area, if required from the rest of the area shall have to be arranged by the successful contractor at no extra cost. The work is to be organized and executed so as to have least disturbance to the occupants of other offices.
- 33 No interim payment / Adhoc Payment will be entertained in any case
- 34 The contractor should ensure payment of minimum wages + VDA to all labourers / workmen staff employed by him in line with central/ state labour wage act which ever higher. The Contractor shall at all times indemnify and keep indemnified the Employer against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938,Workman's Compensation Act 1923,the Maternity Benefit Act 1961,the Bo bay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition)Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Employer or Contractor or not,



and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

35 From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including cau es of fire, lightning, explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect or damage and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

For the purpose of this condition this expression "from commencement to completion of works" shall mean the period starting with the date of issue of Work Order or date of handing over of site whichever is later and ending with issue of Virtual Completion Certificate.

Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, for the full contract value including Price Variation Adjustment if any against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing paragraphs. In the event of there being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premium for the insurance shall be borne and paid by the Contractor.

Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor / Sub-Contractor/nominated Sub- Contractor. For this purpose, insurance shall be taken by the Contractor /Sub- Contractor. Such insurance shall be taken to include both employees/workmen covered by the Workman's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies may be taken for employees/ workmen covered by Workman's Compensation Act 1923, and employees / workmen not covered by the said Act. The entire premium shall be paid by the Contractor. Policy/Policies taken under this para for the personnel in employment with the Contractor / Sub-Contractors. In the event of any loss or injury to personnel in employment with the Contractor / Sub-Contractor / nominated Sub-Contractors, the Employer and Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties including the Employer. The policy in original shall be deposited with the Employer.

The Contractor shall at all times indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the employees and directors of the Employer and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum of **Rs. <u>1.0</u> lakh**. The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the Employer within **Seven days** of its issue by the Insurer.

- **36** The Contractor shall take all precautionary measures to ensure the safety of the workmen employed by it. The contractor shall be fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and Bank has nothing to do with such happenings and in no way shall be held responsible for the same.
- **37** The contractor shall maintain all registers as required by the Regional Labour Commissioner and should furnish the same to the Bank or its representative as and when required.
- **38** If the work is not started within **7 days** from the date of issue of work order then Employer may



terminate the work order without assigning any reason. If during the execution of the work, the progress of work is not considered to be satisfactory and is not consistence to be in contingent with the period of the completion of the work then the Bank may terminate the work order by giving a 5 days notice to the contractor. In such ca e the contractor shall be liable to pay the employer any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency. After completion of entire work the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages.

- 39 The time allowed for completing the works is 30 days to be reckoned from 5TH day from the date of Work Order / date of handing over site whichever is later. Tenderers shall submit a programme (time schedule) for executing the entire project and shall furnish the details of their scheme indicating the proposed deployment of their machinery and resources.
- 40 If the Contractor fails to complete any or all the works by the date/s named in Clause 39 (Date of Completion) or within any extended time (permitted by Bank) then the Contractor shall pay or allow the Employer the sum to be worked out at 1.0% of contract value per week to be recovered as Liquidated Damages (and not by way of penalty) for the delay, beyond the said date or extended time, as the case may be, during which the works shall remain unfinished and such damages may be deducted from any moneys due or which may become due to the Contractor. The maximum amount of Liquidated damages shall be 10% of contract value. The contractor shall be bound to extend validity of Insurance Cover till such period of completion as may be considered necessary at their cost.
- **41 Extension of time:** If in the opinion of the Employer/ Architects the works be delayed (a) by reason of any exceptionally inclement weather or (b) by reason of instructions from the employer in consequence of proceedings taken or threatened by or disputes, with adjoining or neighbouring owners or (c) by the works, or delay of other contractors nominated by the employer and not referred to in the specification or (d) by the reason of authorized extra and additions or (e) by reason or any combination or works men or strikes or lock-out affecting any of the building trade or (f) from other causes which the employer may consider are beyond the control of the contractor, the employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of the employer failing to give possession of the site upon the day specified above, the time of completion shall be extended suitably.

In case of such strikes or lockouts as are referred to above, the contractor shall, immediately give the employer, written notice thereof. Nevertheless he shall use his best endeavours to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the employer for any extension of time for completion hereunder (which shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-out and the employer shall then, in the event of an extension being, granted, determine, and declare the final completion date. The provision in clause 13 with respect to payments of liquidated damages shall be construed as if the extended date fixed by the employer was substituted for and the damages shall be deducted accordingly.

- **42** The successful tenderer shall be required to execute an Agreement in the proforma attached with this tender document within **7 days** from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period, the earnest money will be forfeited and the acceptance of the tender shall be considered as cancelled.
- **43** The final bill will be released on satisfactory completion of the entire work and on completion of all the terms and conditions / obligations spelt out and on proper submission of the bill together with the measurements. Final Bill settlement is within 30 days from the date of proper submission of bill &measurements.
- **44** The tenderers shall separately specify at the end of the tender the % and value of SGST and CGST as applicable. As on date 9 % CGST and 9% SGST IS APPLICABLE FOR WORKS CONTRACT. Regarding tax part, the tax rate at the time of billing shall rule over and above all documentations. Valid documents shall be produced if tendered/ asked for at the time before payment. TDS for income tax is as applicable



and shall be included in the quoted rates. The comparison for the least bidder shal be made with the basic price of items of work excluding "Goods and Service Tax" part.

- **45** At any stage i.e. during the execution of work, any kind of change required, whether it is in design or specification, the contractor must inform the concerned Department of the Bank or Architect and after getting the approval, the same has to be incorporated by the contractor.
- **46** Single Power point & Water for work will be provide by bank at free of cost
- **47** The contractor shall not directly or indirectly sublet the work to other party without written permission of the bank.
- **48** The Bank reserves the right to distribute the work for which quotations have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the Bank.
- **49** Bank shall not be responsible for any loss or damage to the contractor/labour due to any natural calamity during the course of construction. Contractor is liable to make good all the damages if any, till the work is completed and handed over to the Bank authorities.
- 48 No advance payment shall be made to the contractor on supply of any material supplied at site for execution; Payment shall be made nly after completion of the work , submission of proper bills and measurement and checking at the site by Architect and Bank' Engineer.
- 49 Contractor agencies are advised (before quoting the rates) to inspect the site of the proposed work. They must go through specifications and documents. Any clarification, if required, may be taken from the bank before submitting the quote.
- 50 The quantities mentioned in schedule are provisional and likely to increase /decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit/business shall be entertained on this account.
- 51 The contractor /vendor failed to carry out the works as per schedule/Quality, the same shall be carryout with different agencies and the actual amount will be deducted from the contractor bills.
- 52 Payment to the contractor shall be made as per actual work done of site.
- 53 The contractor agency shall keep particular vigil on his workers to maintain very good workmanship of all items, failing which no payment shall be made and no claim of material/labour used shall be made to him in any case, and the same work shall be executed by him again without charging any extra cost.
- 54 The Bank reserves the right to accept/reject any quotes without assigning any reasons.
- 55 Any work got executed in poor workmanship as pointed out by the Bank' Official will have to be dismantled and redone by the Contractor on his own cost.
- 56 Any addition, alteration or correction in the quote shall be signed and stamped properly by the contractor

DECLARATION:

 $\rm I$ / We hereby declare that I / We read and understood the above terms and conditions and that we shall abide by them if the work is awarded to us.



ARTICLES OF AGREEMENT

"Contractor") which expression shall include its successor, legal heirs and assignees of the second part.

WHEREAS the Employer has caused drawings and tender documents for 'Interior Electrification Work in New Premises of Tappal Branch, District – Agra"

AND whereas the Employer has issued the work order ref dated to the contractor to do the work.

AND whereas the Contractor has agreed to execute the work as per drawings, specifications, conditions of contract and Work Order.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

- 1) In consideration of the said Contract Sum to be paid at the times and in the manner set forth in the said Conditions the Contractor shall carry out and complete the Works in terms and conditions herein contained and according to the general conditions of the contract, notice inviting tender, special conditions of contract, general scope of work, technical specifications, schedule of rates and instructions to be given by and the supervision of and to the entire satisfaction of the Employer.
- 2) Contract Price, Taxes and Payment Terms :

Total contract price is Rs......which is inclusive of cost of materials, equipment, installation charges and tools and tackles required for execution of the job. Above price is inclusive of all taxes & duties including excise duty, GST, income tax, octroi etc. in respect of this contract. No claim in this respect will be entertained. Income tax on payments will be deducted and deposited by Employer in accordance with the sales tax law of the state and the provisions of tax deductions at source under income tax act 1961.

3) Completion Period:

Time is the essence of the Contract. The work is to be completed in all respects within **30 days** reckoned from 5th **day** from the date of issue of the Work Order or handing over of site whichever is later. If the Contractor fails to complete the job within the agreed time period the Contractor will have to bear liquidated damages as per the relevant clause mentioned in the Tender Documents.



2) Earnest Money:

The Contractor has deposited an amount of **Rs. 3,400/- (Rupees Three thousand four hundred Only)** as earnest money.

3) Inspection of Site:

The Contractor has inspected the site before submitting his tender and has satisfied himself as to the nature of the work to be executed on the site. Any difficulties which the Contractor may come across in the course of the work shall in no way relieve the contractor to claim or receive extra payment unless the Employer is of the opinion that such difficulties could not have been foreseen and the Employer consents in writing.

4) **Supply of Material and Labour**:

The Contractor shall arrange all labour, materials, equipments, tools, tackles and everything necessary for the completion of the work. The Contractor will assume all responsibility for the safety, protection and accounting of all material and equipment and the work during construction. All materials used by the Contractor shall be of the best quality conforming to the required specification mentioned in the tender document and will be subject to the approval of the Employer. All such materials not approved by the Employer shall be removed at once by the Contractor at his own expense. The Contractor shall also at his own expense arrange for carrying out any test of materials which the Employer may from time to time require or if so desired by the employer.

5) **Defective Work / Materials**:

If any part of the work done by the Contractor is found defective in workmanship or if bad or inferior materials have been used the Contractor shall at his own risk and cost demolish all such defective work and rebuild the same and / or replace the bad or inferior materials used within a time frame mentioned to the satisfaction of the Employer. The decision of the Employer in this regard shall be final and binding on the Contractor. In case of default of the contractor to remove the defective work and rebuild the same or replace bad or inferior materials as directed by the Employer, the Employer shall be entitled to employ anyone else to carry out the same at risk and cost of the Contractor and recover all expenses incurred in this regard from the contractor.

6) **Inspection of Work**:

During progress of the work the Employer shall be entitled at all times to have access to and inspect the work.

7) Supervision:

The Contractor shall provide one or more competent and technical qualified engineers duly and fully authorized to act on his behalf in all matters relating to the works to be carried out under or any other matter concerning this agreement and who shall at all times be present at the works while any work is in progress as per directions, explanations & instructions of Employer.

8) **Compliance with Statutory Regulations & Work Rules**:

The Contractor shall be responsible for complying with the applicable laws / bye laws / Regulations in force from time to time and shall have to bear all statuary liabilities to the workers / personnel engaged for the job. Nothing will be paid extra in this regard. If any amount is paid by the Employer with this regard the same amount shall be deducted from the Contractor's dues. The Contractor shall have to arrange insurance cover for the workers / personnel engaged by him for t e job.



9) **Determination of Contract**:

In the event of Contractor failing to keep / adhere to agreed schedule of work, or in the event of the Contractor failing to comply with the provisions of this contract by default and / or negligence and / or suspension of work or in the event of Contractor failing to complete the work within the stipulated period, the Employer may terminate this Agreement forthwith and employ, at the Contractor's risk and cost, another contractor or sufficient number of workmen to complete the work.

10) **Force Majeure**:

This clause will be operative only if the work is delayed by

- a) Acts of God
- b) Earthquake or floods or similar natural calamities.
- c) Serious loss or damage by fire or lightning.

In case any Force Majeure condition herein mentioned occurs and continues for a period exceeding 15 days the parties hereto undertake to sit together and devise ways for expeditious and proper performance of the obligations of the parties under this order.

11) Arbitration:

" In the event of any dispute or difference relating to interpretation and application of provisions of the contract and all disputes/claims whatsoever which shall either during the continuance of the contract or afterwards either between the parties to the contract or the respective representatives touching the construction/application of any provision/clause mentioned in the contract or any account or liability between the parties to the contract or as to any act or deed or omission of any party to the contract, in any way relating to these presents, shall be first at the discretion of the Bank attempted to be resolved in good faith by mutual discussion within 30 days of the dispute or question being raised failing w ich the same shall be settled by arbitration in accordance with provisions of Indian arbitration and Conciliation act 1996.

The Parties concerned shall designate an arbitrator on mutual consent/consensus. The venue of the arbitration shall be exclusively at HAMIRPUR and any award passed by arbitrator shall be final, conclusive and binding upon the parties and shall be deemed to have been made between parties themselves. The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitrator".

IN WITNESS whereof the said contracting parties have set their hands and seals on the day and year first hereinabove witness.

Witness Address

Employer

Witness Address

Contractor



List of Materials of Approved Brand And/ Or Manufacture

| 1 | МССВ | |
|---|---|---|
| | | MDS legrands, ABB, GE, SIEMENS |
| 2 | Changeover | Indo Asian/ HPL Socomec / GE/ Standard stangaurd |
| 3 | Distribution board | |
| | | MDS / Standard / Indo Asian / HPL |
| 4 | MCB | |
| | | MDS / Standard / Indo Asian / HPL |
| 5 | Cable | |
| | | Gloster / Rallison / Incab / CCI |
| 6 | Copper wire | |
| | | Finolex/anchor |
| 7 | Switch / Socket / Call bell and accessories | Anchor / Havells / CPL / MDS / Philips |
| 8 | Electrical Light Fittings / Fixtures Complete | |
| | | Philips |
| 9 | Wall Fan / Ceiling Fan / Exhaust Fan | |
| | | Khaitan/Havells |

Note –

- 1. Materials mentioned in the specification shall be used for the work. If specified material is not available prior approval of the Employer shall be taken to use other brands.
- 2. Preference of makes, supply of items should be consulted with client/consultant before effecting of supply.
- 3. Other materials: ISI mark & approved by the Bank.

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place

| | Electrical & Data Cabling Work | | | | |
|-----|---|-------|-----|------|--------|
| | BANK - INDIAN BANK | | | | |
| | TAPPAL BAZAR (BRANCH+ATM) |) | | | |
| | | | | | |
| S.N | PARTICULARS | Unit | Qty | Rate | Amount |
| | A -Electrical wiring (All switches to be Modular type - Anchor/ Havells or equivalent approved by architect) | | | | |
| 1 | Light & Fan points Supply & Installation of concealed Point Wiring for light, fan & exhaust fan points controlled thru modular switches complete with boxes & cover plate - The point wiring shall be carried with 3 x 1.5sq.mm FRLSH (Fire Resistant low smoke Halogen) stranded Cu. Wires in 20mm PVC conduit pipe concealed in wall/ floor/ panelling/ partitions or above false ceiling as per requirement. The job shall be complete & to the entire satisfaction of the Bank. Each Switch board should be provided with suitable capacity fuses/ fuse indicatort. All switch & sokets shall be modular type complete with cover plate & GI/ MS box. The work shall also include for cutting chase for conduits and moulded boxes, if required, in the wall/ floor (Without damaging the building/wall) along with clamping the conduit at every 600mm interval & finally finishing the surface & matching the same with the existing surface.The rate should include the cost of all materials, labour, T&P, taxes & levies, scaffolding, shifting of furniture, carting away the debris and cleaning the floor etc.The job shall be complete & to | | | | |
| а | the entire satisfaction of the Bank.Light points + AFF points including the cost of 6A switch | Point | 45 | | |
| b | Ceiling Fan Point exhaust including the cost of 6A Switch along with electronic regulator | Point | 5 | | |
| с | Wall Fan Point along with 6A switch | Point | 12 | | |
| d | 6A switch & Socket on SDb | Point | 9 | | |
| 2 | RAW POWER POINT | | - | | |
| | Single Power Points - Supply & Installation of Circuit Wiring (Single 6/16Amps power Points) : Supply & laying of circuit wiring for 6/16 Amp. Switch points with 2 x2.5 + 1x 1.5sq.mm FRLSH (Fire Resistant low smoke Halogen) Cu stranded wires laid in 20mm conduit pipe concealed in wall/ floor/ panelling/ partitions as per requirement. The job shall be complete & to the entire satisfaction of the Bank.t. The earth wire of green color only. All switch & sokets shall be modular type complete with cover plate & GI/ MS box. The work shall also include for cutting chase for conduits and moulded boxes, if required, in the wall/ floor (Without damaging the building/wall) along with clamping the conduit at every 600mm interval & finally finishing the surface & matching the same with the existing surface.The rate should include the cost of all materials, labour, T&P, taxes & levies, scaffolding, shifting of furniture, carting away the debris and cleaning the floor etc.The job shall be complete & to the entire satisfaction of the Bank. | Point | 9 | | |

| 1 | AIR CONDITION POINTS -Circuit wiring with 2x4.0sq.mm + 1x 1.5sq.mm FRLS Cu stranded wires (Finolex/ Anchor/ Skytone) to be laid in 19mm PVC pipe heavy duty laid & concealed in wall/ floor/ panelling/ partitions as per requirement. The job includes Supply & Fixing of Havells MCB protected power unit DBOXx type c/w 25A 2P MCB (Havells DHDUCDP0253016-25 2P) including proper connections or any equivalent approved by Architect. The job shall be complete & to the entire satisfaction of the Bank. | Point | 8 | |
|---|---|-------|---|--|
| 4 | UPS (BRANCH + ATM) | | | |
| A | Sub Main Wiring/ Cabling - : SITC of sub main wiring 4nos. 10 sq.mm Stranded copper wires for UPS Input from main incoming panel to incoming Db of UPS power input system etc. in 25mm dia PVC haevy duty conduit complete to the satisfaction of the bank. (BRANCH + ATM) | JOB | 1 | |
| В | UPS Power Input System: SITC of 4way TPN Double door Db IP 42 horizontal Complete with 1no. Incoming 32A. TP MCB and 3 x 32A 2P MCB's to regulate supply for UPS complete in all respect as required and to the satisfaction of the bank. | Set | 2 | |
| | | | | |
| С | Wiring for UPS Input & UPS Output (For both Critical 2Kva & Non- Critical 3Kva UPS) with 2x4.0sq.mm + 1x 1.5sq.mm stranded Cu. conductor (Finolex /Anchor /Skytone) to be laid in 19mm PVC pipe heavy duty/ Flexible pipe laid & concealed in wall/ floor/ panelling/ partitions or above false ceiling as per requirement. The rate should include the cost of all materials, labour, T&P, taxes & levies, scaffolding, shifting of furniture, carting away the debris and cleaning the floor etc.The job shall be complete & to the entire satisfaction of the Bank. (BRANCH + E-LOBBY) | JOB | 2 | |
| | | | | |
| D | S/F of 32A 2P MCB in 2way metallic box including proper connectionbs thru lugs. Both the Db's shall be inter looped- Qty included in item 3. (2nos. For ATM and 2nos. For Branch) | Each | 4 | |
| | | | | |
| E | UPS Output Power Distribution System: SITC of 12 way SPN Db Double door IP -43 Siemens make with 32A DP 10kA MCB and 09 nos. SP 10kA MCB complete in all respect and as required & to the satisfaction of the bank. Siemens/ L&T/ MDS/ Schnider | Set | 2 | |
| | | | | |
| F | Input Wiring for UPS Db's with 2x4.0sq.mm + 1x 1.5sq.mm stranded Cu. conductor (Finolex /Anchor /Skytone) to be laid in 19mm PVC pipe heavy duty/ Flexible pipe laid & concealed in wall/ floor/ panelling/ partitions or above false ceiling as per requirement. The rate should include the cost of all materials, labour, T&P, taxes & levies, scaffolding, shifting of furniture, carting away the debris and cleaning the floor etc.The job shall be complete & to the entire satisfaction of the Bank. (BRANCH + ATM) | JOB | 1 | |
| | | | | |

| G | Supply & fixing of 3nos. 6A switches 1 module & 3nos. sockets 2modules Modular type complete with GI Box, Cover plate etc. The work shall also include for cutting chase for conduits and moulded boxes, if required, in the wall/ floor/ panelling/ partitions (Without damaging the building/wall) & finally finishing the surface & matching the same with the existing surface. The job shall be complete & to the entire satisfaction of the Bank. & include Wiring for computer terminal points with 3 x 1.5sq.mm Fire Resistant Low Smoke Halogen stranded Cu.wires to be laid in 20mm OD PVC conduit or 1" vertical drops heavy duty laid & concealed in wall/ floor/ panelling/ partitions or above false ceiling as per requirementFrom UPS - SPN Db - circuits for computer stations | Per Node | 9 | |
|---|---|-------------|---|--|
| 5 | MAIN INCOMING PANEL & DISTRIBUTION | | | |
| | | | | |
| A | SITC of 100A Kit kats fuse unit 3nos in wooden patra complete with 100Amp. Neutral link complete in all respect as required. | Set | 2 | |
| | 1 No for Metre | | | |
| | 1 no for Panel to Outer Side Of Wall (For Generator Connection) | | | |
| В | Main Incoming Panel | | | |
| | Supply, Installation, Testing & Commissioning of main distribution board panel fabricated of 18swg (powder coated) comprising of | Nos. | 1 | |
| | Indicator lamps 3 nos. | | | |
| | Voltmeter & ammeter(one each) | | | |
| | Rotary selector switches 2 nos for voltmeter & ammeter | | | |
| | Busbar (each of RYB +N) copper 100 amp each | | | |
| | 125 Amp MCCB(Siemens/ L&T/ ABB/ Schnider) incoming 3P adjustable 25kA | | | |
| | Changeover TPN 100 amp for DG set (Havells/ ABB/ Sochomac) | | | |
| | Outgoing 63A 3P MCB's - 6 nos. | | | |
| | Outgoing 32Amp 2P MCB's - 6 nos. | | | |
| | Earth bus bar 25x5mm GI strip - 2nos. At the bottom. | | | |
| | | | | |
| 6 | Supply Installation testing & commissioning of XLPE insulated Armoured Al.codutctor cable between main panel & DB's & generator of required thickness of approved make Skytone/ Havells based on the load assessment & confirmation of the same with architect. This rates include cost of lugs at both the ends (Branch +ATM) | | | |
| | 3.5 x50 sq.mm cable from Meter to Kit kat to the main panel (Branch +ATM) (Aprrox - 15 mtr) | JOB | 1 | |
| | 4c x20 sq.mm cable from Main Panel TO LHS DB (Aprrox - 20 mtr) | JOB | 1 | |
| | 4c x 20 sq.mm cable from Main Panel to RHS DB (Aprrox - 20 mtr) | JOB | 1 | |
| | 4c x 20 sq.mm cable from Main Panel to Kikat (Generator) (Aprrox - 20 mtr) | JOB | 1 | |

| 7 | Supply, installtion, testing & commissioning of VTPN Db double door with MCB as incomer IP 42 complete in all respects for AC, PP and L & F as under - Siemens/ Hager/ Lagrand/ABB | | | | |
|---|---|------|---|---|---|
| А | RHS 6way VTPN db - Loaction RHS wall opposite Cash cabins (From entrance to Rear record room & Toilet area) - Siemens 8GB0406VRC or equivalent | | | | |
| | Incomer - 63A 3P MCB 10kA adjustable neutral to be directly connected to neutral bus | Each | 1 | | |
| | 3no. 32A 1P-MCBs 10 KA - AC's - 2nos. RHS & 1rear | | | | |
| | 3no. 16A 1P-MCBs 10 KA - for single power points - 2 cash & 1 May I help You & 2nos. D/W | | | | |
| | 4nos. 10A 1P-MCBs 10 KA for L&F | | | | |
| | 4os. 6A 1P-MCBs 10 KA for L&F | | | | |
| | Blanking Plates - 2no. | | | | |
| | All connections to be terminated thru lugs | | | | |
| В | LHS 6way VTPN db - Loaction LHS wall behidn advance (From LHS LV Cash to Mgr Rm)- Siemens 8GB0406VRC or equivalent | | | | |
| | Incomer - 63A 3P MCB 10kA adjustable neutral to be directly connected to neutral bus | Each | 2 | | |
| | 40. 32A 1P-MCBs 10 KA - AC's - 3nos. LHS & 1 Mgr Rm | | | | |
| | 4no. 16A 1P-MCBs 10 KA - for single power points - (LV cash, 2 CRE, 1Advance, 2 MR & 2 Router) | | | | |
| | 2nos. 10A 1P-MCBs 10 KA for L&F | | | | |
| | 2os. 6A 1P-MCBs 10 KA for L&F | | | | |
| | Blanking Plates - 2no. | | | | |
| | All connections to be terminated thru lugs | | | | |
| | | | | | |
| 8 | Glow sign Board - Circuit wiring with 2x2.5sq.mm + 1x 1.5sq.mm stranded Cu. conductor (Finolex/Anchor/Skytone) to be laid in 20 mm PVC pipe heavy duty laid & concealed in wall/ floor/ panelling/ partitions or above false ceiling as per requirement. The rates should include the cost of all materials, labour, T&P, taxes & levies, scaffolding, shifting of furniture, carting away the debris and cleaning the floor etc.The job shall be complete & to the entire satisfaction of the Bank. | JOB | 1 | | |
| | | | | | |
| | 1 | 1 | | 1 | 1 |

| | <u>E -EARTHING</u> | | | |
|----|---|-------------|----|--|
| 9 | S/burying of Dual pipe technology (Pipe in Pipe) earthing electrode having GI 80mm O/D pipe with 25 micron coating, 3metres long. The space between two pipes to be filled with Highly conducive & Non corrosive chemical compound. The installation shall be thru earth auger. The vacant space between pipe & hole shall also be filled with compound all around. The job also includes S/F of GI strip clamp with two holes (with SS/GI bolts & nuts) on the electrode & taking two earthing leads of 4mm dia copper wire (Assumed length of 20m - beyond 20m to be paid extra) upto Main panel complete in all respects with guaranteed E/N voltage of less than 2 volts and resistance less tahn 1 ohms. The 4mm dia Copper earth wire shall be terminated on a separate 6way earthlink. The connections for Panel earthing & earth bus in the panel should be taken from this earthlink. (1for power system &1 for UPS). The distance between two earthing pits to be 10ft or Supply & Fixing of 2 leads of 4mm dia Cu. wire on surface or in recess for loop earthing as required earthing to Db's or main panel.if required beyond 10mmore.including . Approx -80 mtr (2 FOR BRANCH & 1 ATM) | Per Icn. | 2 | |
| | | | | |
| 10 | <u>F - FIXTURES & FITTINGS</u> | | | |
| A | a) Supplying and fixing Philips make 36W LED FLAT PANEL after disconnection of existing fitting 2'x2' size in grid type false ceiling, 600x600 suitable for recess mounting,CRCA sheet, asthetic looking, or eqv Philips/havells | Each | 11 | |
| | | | | |
| В | b) Supplying and fixing Philips make or eqv 10 W LED round type downlighter (Philips/ wipro /Jaguar) | Each | 22 | |
| С | Supply installation testing and commissioning of 1*20watt Batten type tubular LED light fitting with LEDs, driver, diffuser, and housing complete in all respects in UPS room and record /wc/bath room /suitable place with complete in all respect with required color on need basis. | Each | 10 | |
| D | C/E of angle holder for bulbs including cost of 11m CEL long for | | | |
| D | S/F of angle holder for bulbs including cost of 11w CFL lamp for Toilets | Each | 6 | |
| E | i) Supply & installation of wall bracket fan 450 MM Metel body (Heavy duty/ high speed) Make Bajaj/cropmton greaves/havells/Orient (to be supplied after consultation with architect/Electrical Engineer as per approved drawing) | Each | 12 | |
| F | g) Supply & fixing of the 1200 mm 48") Sweep Ceiling fan (Orient PSPO/crompton greaves/havells) with downward rod(below false ceiling), canopy etc. including of PVC flexible copper wire.(white colour)(High speed) (Warranty Cerificate is necessary)with downward rod, circular boxes, ball sockets, ceiling plates, suitable arm bracket etc. including connection with wire)White colour (WITH REGULATOR) | Each | 2 | |

| G | Supply & Fixing of fresh air fan 12" - Crompton Greaves/ Usha/ Khaitan/ Bajaj | Each | 3 | |
|----|--|------|---|--|
| Н | e) Supplying and fixing LED strip 3000 K 24 watt 5 mtr length with driver (Philips or Havells or Cormpton) | SET | 0 | |
| 11 | <u>H - TELEPHONE</u> | | | |
| A | P/f Krone or equivalent box in the server room & out side of the Branch with a ten pair connecting strip for telephone with lock & key | Each | 2 | |
| В | 10 Pair Cable with Connection from main Panel to entrance of the Branch | JOB | 1 | |
| C | Supply & fixing on wall/ furniture/ partition recessed type non modular telephone socket outlet (RJ-11) with mounting box & front plate complete with chase cutting, mending good etc. as required complete with Supply & laying of 2pair 0.61mm dia. PVC insulated telephone cables through 19mm dia rigid PVC conduit of suitable diameter as directed by the consultant from telephone junction box to telephone socket outlet including interconnection mending good etc. as required complete in all respects. | Each | 3 | |
| D | Wireless Call Bell of Approved Quality (Orient, Sunshine) | No. | 1 | |

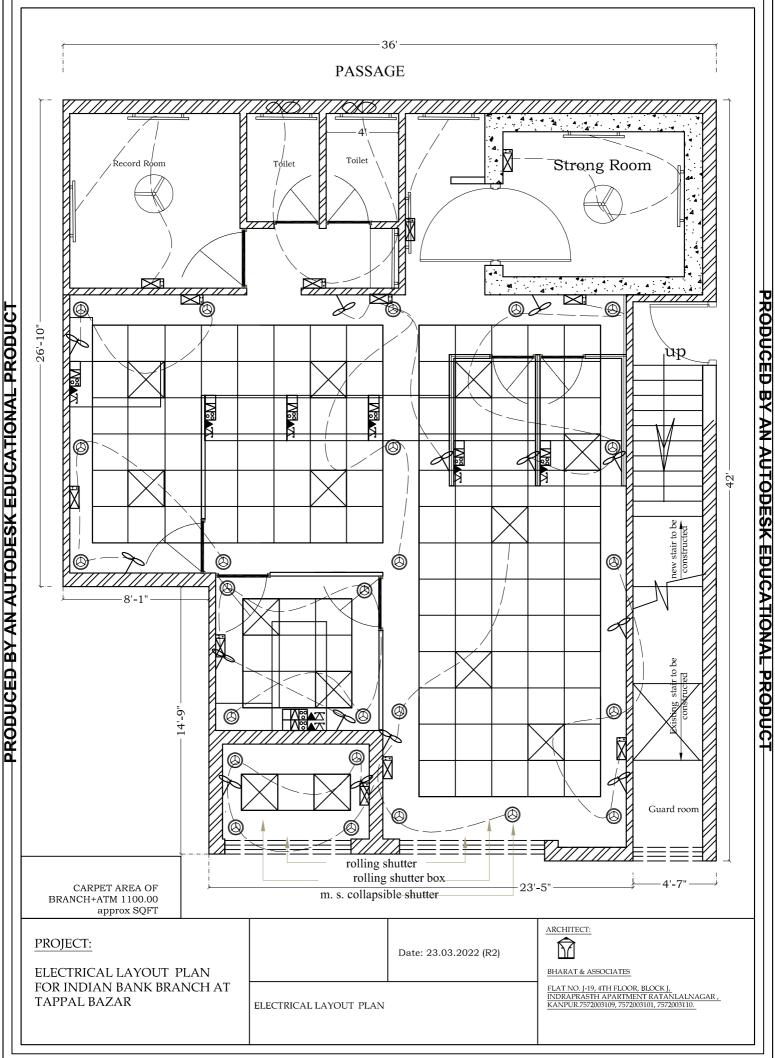
| | | | | 1 | |
|---|---|------|----|---|--|
| 1 | I - DATA CABLING | | | | |
| A | Supply & Fixing of XL RJ 45 toolless information outlet with Duplex face plate with dual connectors Grey colour cat 6e including cost of supplying & laying CAT 6e (as directed by Architect from Server to Switch, Switch to computer I/O data socket as required complete in all respects) in 25mm dia rigid PVC conduit (including laying of GI draw wire complete with junction box, circular box, elbows, bends & other accessories as required by chase cutting on floor, wall, through partition or over false ceiling. The data cabling pipe should be laid at a minimum distance of 3ft from pipes laid down for power distribution) including interconnection with connectors as required complete in all respects. | Each | 10 | | |
| | | | | | |
| В | Supply & fixing of 7ft Grey colour Patch chord Giga speed Systimax/ D link make | Each | 10 | | |
| | | | | | |
| С | Supply & fixing of 3ft Grey colour Patch chord Giga speed Systimax/ D link make | Each | 10 | | |
| | | | | | |
| D | S/F of 24Port Jack Panel fully loaded systimex make | Each | 1 | | |
| Е | S/F of 9 U wall mounted rack c/w fan etc as required | Each | 1 | | |
| | | | | | |

|] | F | S/F of Cable Manager as required | Each | 1 | |
|---|---|----------------------------------|------|---|--|
| | | | | | |
| | | TOTAL AMOUNT (BRANCH + ATM) | | | |
| | | GST EXTRA (%) | | | |
| | | Grand Total including GST | | | |

Date :

Signature with Seal

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



ΤΟΠΟΟΡΑ ΑΝΑΝΤΟΡΕ3Κ ΕDUCATIONAL PRODUCT