(Price: Rs. 250)

## LIMITED TENDER FOR

SUPPLY OF GOOD SOIL (TANK SILT),

SAND, FYM

DIGGING OF PITS & CONTOUR TRENCH,

PLANTATION,

AND OTHER WORKS

**AT** 

IIM, UDAIPUR

Last Date & Time of Submission of Tender : 25-08-2014 Upto 4.00 PM

Date & Time of Opening of the Tender : 25-08-2014 after 4.00 PM

Arid Forest Research Institute P.O.: Krishi Upaz Mandi, Bhagat Ki Kothi New Pali Road, Jodhpur 342 005 (Rajasthan)

# (Forwarding letter for supply of Tender form to Applicants by post)

# **Arid Forest Research Institute**

P.O.: Basni Krishi Mandi,

New Pali Road Jodhpur 342 005 (Rajasthan)

| No.    | / AFRI /  | Pur/FED/5.17 /2014-15   | Date                     | ed: 2014.               |
|--------|-----------|---|--------------------------|-------------------------|
| To,    |           |   |                          |                         |
|        | M/s.      |   |                          |                         |
|        |           |   |                          |                         |
|        |           |   |                          |                         |
|        | ur trench | for supply of good soil<br>n, plantation and other was<br>supervision of AFRI, Jodh | orks at Indian Institute | e of Management (IIM)   |
| Last D | ate & Tir | ne of Submission of Tende   | er : 25-08-20:           | 14 Upto 4.00 PM         |
| Date 8 | & Time of | f Opening of the Tender   | : 25-08-20               | 14 after 4.00 PM        |
| Dear S | Sir,      |   |                          |                         |
|        | With re   | eference to your application  | on dated                 | and tender fee of       |
| Rs. 2  | 250/- (R  | upees Two Hundred F   | Fifty Only) deposited    | d vide Cash Receipt     |
| No     |           | dated   | , please find enclose    | d herewith a copy of    |
| Tende  | r Docum   | nent for necessary action   | from your end. You a     | are requested to submit |
| tender | complet   | e in all respect after goin   | g through all the term   | s and conditions of the |
| Tende  | r Docum   | ent.  |                          |                         |
|        |           |   |                          | Yours faithfully        |
|        | Encl.: A  | s stated above.   |                          |                         |
|        |           |   |                          | Purchase Officer,       |
|        |           |   |                          | AFRI, Jodhpur.          |

#### FORWARDING LETTER

(To be filled in by the tendering Party)

To,

The Director,
Arid Forest Research Institute,
P.O.: Krishi Upaz Mandi, Bhagat Ki Kothi,
New Pali Road, Jodhpur – 342 005 (Rajasthan)

Sub: Tender for supply of good soil (tank silt), sand & FYM, Digging of pits & contour trench, plantation and other works at Indian Institute of Management (IIM) Udaipur under supervision of AFRI, Jodhpur on turnkey basis - reg.

Ref: Your Tender Notice dated

Sir,

We are submitting herewith our tender for supply of good soil (tank silt), sand & FYM, Digging of pits & contour trench, plantation and other works at Indian Institute of Management (IIM) Udaipur on turnkey basis under supervision of Arid Forest Research Institute (AFRI), Jodhpur as specified in the tender document. We have read and understood all the terms and conditions as specified in the tender. We hereby agree to abide by these terms and conditions.

| We are endorsing a re         | eceipt No           | dated | as a | proof | of |
|-------------------------------|---------------------|-------|------|-------|----|
| having purchased the non-trar | nsferable tender fo | orm.  |      |       |    |

We are submitting our rates for the following item(s) of Material/work-

| S. No. | work  | Total cost quoted |
|--------|---|-------------------|
| 1      | supply of good soil (tank silt), sand & FYM, Digging of pits & contour trench, plantation and other works at Indian Institute |                   |
|        | of Management (IIM) Udaipur under supervision of AFRI,  |                   |
|        | Jodhpur on turnkey basis  |                   |

| Accordingly, we are enclosing herev           | vith our EMD | for item N | lo     | in the    |
|---|--------------|------------|--------|-----------|
| form of Bank Draft number                     | dated        | for        | Rs.    | /-        |
| (Rupees                                       | only)        | payable    | to the | Director, |
| Arid Forest Research Institute, Jodhpur at Jo | dhpur.       |            |        |           |

All pages of the tender document alongwith the 'Terms and Conditions contained herewith have been duly signed.

Yours sincerely, Stamps and Signature of the authorized signatory

# ARID FOREST RESEARCH INSTITUTE, JODHPUR TENDER FORM – 'A'

| 1. | Tenderer's Name & Address (IN BLOCK LETTERS) |  |
|----|--|--|
| 2  | C.S.T. / R.S.T./TIN No.                      |  |

3. Specification for supply of good soil (tank silt), sand & FYM, Digging of pits & contour trench, plantation and other works at Indian Institute of Management (IIM) Udaipur under supervision of AFRI, Jodhpur on turnkey basis

| SI. No. | Particulars of work (Site: Degraded hilly area in the new campus of IIM Udaipur, at village 'Valicha' on the outskirt of Udaipur)  | Quantity   | Rate  | Amount in ₹ |
|---------|--|------------|-------|-------------|
| 1.      | Supply and stacking good soil (tank silt) at the site including loading, unloading & transportation.   | 59 cum     |       |             |
| 2.      | Supply and stacking well decomposed FYM/Compost at site including loading, unloading & transportation.   | 29 cum     |       |             |
| 3.      | Mixing of good earth, FYM and insecticide/fungicide  | 88 cum     |       |             |
| 4.      | Digging of pits of size 60x60x60 cm <sup>3</sup>   | 810 plants |       |             |
| 5.      | Refilling of mixture of good soil and manure in pits of size 60x60x60 cm <sup>3</sup>  | 810 plants |       |             |
| 6.      | Soil conservation work (digging of trench 45 cm x 45 cm x 1000 m and heaping the excavated soil at down slope position along contour)                                      | 245 cum    |       |             |
| 7.      | Planting tree species and shrubs at the site (including spot transportation of saplings)   | 810 plants |       |             |
| 8.      | Preparation of <i>thavla</i> of 60 cm diameter & 15 cm depth.  | 810 plants |       |             |
| 9.      | Watering of plants including cost of water and labour charges at the time of planting and after plantation (30 ltr. per plant , approximately 20 waterings in three years) | 810 plants |       |             |
| 10.     | Soil working, weeding and repairing of <i>Thavla</i> 15 times in three years   | 810 plants |       |             |
|         |  |            | Total |             |

नोटः निविदा भरने के पूर्व निविदाकर्त्ता कृपया कार्यस्थल का निरिक्षण अपने स्तर पर कर सम्पूर्ण कार्यो हेतु निविदा भरें तथा विस्तृत जानकारी हेतु श्री एन. बाला (0291-2729144 व मो.नं. 9829890490) प्रभागाध्यक्ष, वन पारिस्थितकी प्रभाग, शुष्क वन अनुसंधान संस्थान, जोधपुर से सम्पंक कर सकते हैं।

|        | Details of Earnest Money (EMD) Item No |                     | _ /- |
|--------|--|---------------------|------|
|        | Bank Draft/ Bankers Cheque No. :       |                     |      |
|        | Name of Bank                           | Dated:              |      |
|        |  |                     |      |
| l acce | pt the terms and conditions given      | in the tender form. |      |
| l acce | pt the terms and conditions given      | in the tender form. |      |
|        | pt the terms and conditions given      | in the tender form. |      |
| Date   |  | in the tender form. |      |

Tenderer's Signature with date & Seal

F.O.R.: Particulars of work (Site: Degraded hilly area in the new campus of IIM Udaipur at

village 'Valicha' on the outskirt of Udaipur)

#### **TERMS AND CONDITIONS**

#### 1. Obtaining of Tender Form

Tender form along with detailed specifications may be obtained from the Purchase Officer, Arid Forest Research Institute, P.O.: Krishi Upaz Mandi, Bhagat ki Kothi, New Pali Road, Jodhpur – 342 005 on payment of Rs.250/- either in cash or by crossed Bank Draft / crossed Indian Postal Order payable to the Director, Arid Forest Research Institute, Jodhpur. In case of request to supply tender form by post additional Rs. 35 may be provided as postal charges. Fee of tender form is not refundable.

Sale of tender form : 25-08-2014 up to 01.00 P.M.

Last date and time for receipt of: 25-08-2014 up to 4.00 PM

completed tenders

Opening of Tender : 25-08-2014 after 4.00 PM

AFRI shall not be responsible for any postal delays, whether in sending tender through post or courier. No plea for tender reaching late due to accident, traffic jam etc. shall be entertained.

#### 2. Submission of Tender

- (a) The complete tender should reach the office of the Director, Arid Forest Research Institute, Jodhpur within the due time and date prescribed. We shall not be responsible for any postal or courier delays. Tenders received after the due time and date shall not be accepted or entertained because the tender box shall be closed and sealed immediately after due time on the due date. No plea for delay of a minute or two shall not be entertained. Tendering parties are, therefore, advised to deposit their tenders well before closing time.
- (b) Complete tenders shall contain following documents:
  - Dully filled in tender booklet as procured from the Institute or down loaded from our web site (www.icfre.org) with attached instrument toward cost of the tender form.
  - EMD in form of bank draft only separately as per following schedule
  - Receipt of foil issued by this office as proof of having purchased the tender document booklet and
  - A covering letter on tendering parties authorized letterhead with their complete address together with telephone and fax numbers.
  - Documentary proof in support of the claim of the execution of similar works in the past.

- (c) All these should be secured fully and put into a sufficiently large envelope. The envelope be sealed and super-scribed with,
  - Tender for supply of good soil (tank silt), sand & FYM, Digging of pits & contour trench, plantation and other works at Indian Institute of Management (IIM) Udaipur under supervision of AFRI, Jodhpur on turnkey basis: DUE TO BE OPENED ON 25-08-2014.
- (d) The envelop containing the completed tender should be addressed to, The Director, Arid Forest Research Institute, P.O.: Krishi Upaj Mandi, Bhagat ki Kothi, New Pali Road, Jodhpur 342 005.
  - 3. Qualification for Tendering
    - a) Firms having suitable past experience of the execution of the similar works may submit the tender. Necessary documentary proof in support of the execution of the similar works in the past shall be enclosed with the tender document.
    - b) All prizes to be quoted in INR.

#### 4. Earnest Money Deposit

a) Tenders shall be accompanied with refundable Earnest Money Deposit (EMD) @ 02% of Quoted value in the form of a Bank Draft or pay order payable to the Director, Arid Forest Research Institute, Jodhpur at any scheduled bank located at Jodhpur.

| 5. No. | Name of work   | EMD deposit  |
|--------|--|--------------|
|        |  | in Rs. lakhs |
| 1      | Supply of good soil (tank silt), sand & FYM, Digging of pits & contour |              |
|        | trench, plantation and other works at Indian Institute of              |              |
|        | Management (IIM) Udaipur under supervision of AFRI, Jodhpur            |              |
|        | on turnkey basis   |              |

- Exemption certificate of EMD, as applicable in central & state Government are not applicable in our case. Tenders submitted without requisite EMD shall be summarily rejected.
- c) On finalization of the tender EMD submitted by all unsuccessful Tenders shall be returned forthwith. In case of successful bidder EMD shall be returned only after furnishing of the prescribed Security Deposit as outlined in the tender document.
- d) Successful bidder has to deposit 05% amount of order cost as Performance Security in the form of Demand Draft payable to Director, Arid Forest Research Institute, Jodhpur.

This will be returned to him after completion of work. Earnest money can be adjusted as Performance Security on request of the bidder.

#### 5. Opening of Tenders

- a) Tenders shall be opened in the office of the director, AFRI, Jodhpur after 4.00 PM on 25-08-2014.
- b) Tenders shall be opened in the presence of the representatives of the tendering parties, who wish to remain present on notified date and time.
- c) Tenders shall be read out one by one. Polite queries about rates etc. can be re-read on request. Parties are however to desist from making any comments.
- d) Representatives of tendering parties are requested to be available at Jodhpur for any clarification that may be necessary eventually.

#### 6. Director, AFRI reserves the right to:

- a) Accept or reject a whole or any part of any offer,
- b) Reject all or any offer partly or wholly,
- c) Cancel or withdraw the tender notice,
- d) Reject or accept any tender or part thereof,
- e) Accept or reject any deviation from these conditions without assigning any reason.

#### 7. Procedure for filling in the Tender Form

- a) Tender should be neatly typed or hand written. Rates for various item of supply/work at IIM Udaipur under Arid Forest Research Institute, Jodhpur shall be quoted at the designated places at page No. 3 of the tender document. Rates for various works item wise should be separately quoted as given in supplied specifications Overwriting in tender are strictly forbidden, and tenders containing doubt figures will be rejected. Cutting and corrections in the tender should be attested by the tenderer with date and full signature. Tender must be submitted in prescribed forms failing which they are liable to be rejected.
- b) Tender submitted on plain paper or unauthorized copies of our tender document booklet will be invalid and shall be summarily rejected.
- c) NB: Quoting / quoting options on a photocopy of the tender form are also not allowed. The tendering parties risk disqualification and forfeiture of the EMD if this condition is violated.
- d) Any tender or offer that fall short of these specifications shall be rejected summarily.
- e) NB: Tender form may be downloaded from www.icfre along with 250/- DD in favour of Director, AFRI, must be enclosed.

f) Prices to be quoted, however, shall be restricted to the specifications. including installation (if applicable) is to be quoted. All other taxes, levies, packaging, forwarding and all other charges shall clearly be mentioned.

### 8. Validity of Offer

- (a) Offer(s) made in the tender shall have to be valid for acceptance for a period of six months from the date of the opening of Tender.
- (b) Any unsolicited correspondence after the last date and time for receipt of tenders is liable to render the tender/ offer as invalid. Tendering parties are, therefore, advised in their own interest, to desist from filling any uninvited correspondence after the notified time.
- (c) Tender Document booklet is non-transferable. Parties purchasing one tender Document Booklet should be the same as the ones filling a completed tender or making the offer.
- (d) All offers have to be made clearly in English or Hindi. There should be no cuttings. If a striking out is resorted to, it should be duly signed.
- (e) No alterations or amendments shall be allowed after opening of the tenders.
- (f) Offers submitted by telex, telegram or fax shall not be considered.
- (g) For a tender to be valid, the individuals signing the tender document must specify whether they are signing as a sole proprietor / manufacturers / partners / attorney (with proof provided) or as authorized dealers / representative (with proof provided). Tenders not accompanied with letters of authority, in cases required, are liable to be rejected.

#### 9. Supply by the Successful Tenderer/s

- (a) On receipt of the order for a whole or part of the orders a supplier shall have to affect supply of the entire order in the purchase order otherwise EMD will be forfeited and firm can be blacklisted.
- (b) Payment for equipment / items shall be made on complete installation and Completion of all the performance related tests.
- (c) Supply & work has to be completed at Indian Institute of Management (IIM) UDAIPUR (RAJ.)
- (d) The AFRI reserves the right to place the order on any tender in whole or in part, so also split the order between one or more than one tenders.

#### 10. Placement of Work Order

The work will normally be awarded to the lowest bidder having sufficient experience of the execution of the similar works during the past two years by

issuing of a suitable Work Order in his favour. On awarding the work to the successful bidder, the following terms and conditions is mandatory applicable to him.

- a. If a bidder (Here in referred to as second party) to whom work has been offered at the rates quoted by him, fails to complete the work within stipulated period from the date of issue of 'Work Order', EMD submitted by him shall be forfeited to the revenue of the 'Institute' and offer shall be made to the next higher bidder at the cost and risk of the defaulting bidder.
- b. The second party shall be required to execute the work as per time schedule as communicated to him either verbally or in writing, by the concerned Head of Division or site in-charge.
- c. Work executed by the second party shall be checked and supervised by the site in-charge and he will verify the works quantity and quality.
- d. In case the second party fails to satisfactorily execute the work strictly as per the work order, the Director, AFRI (Here in referred to as first party) reserves the right to cancel the work order awarded to him and the place the work order with the next higher bidder or call the fresh tenders. Both at the cost of such defaulting second party.
- e. Due to climatic conditions or other reasons Officer-in-charge may increase/ decrease the quantity of work, Payment shall be made to the second party as per the actual quantity of the work executed, as per measurement verified by the supervisor /officials deputed for the purpose.
- f. Rates quoted by the second party shall be valid or the entire duration of the extended contract period including its further extension (S) if any.
- g. The 'Second party' shall be required to submit the refundable Security Deposit amounting to 5 % of the total value of the work as per the rates quoted by him with the 'first party' within seven days from the receipt of work order.
- h. In case of any loss or damage to the tools implements or any other materials received by the second party due to willful negligence or carelessness of the second party or any of the persons engaged by him. Total cost of damage shall be recovered from the passed bills and/ or security deposit furnished by the second party.
- i. In case of any damage to the work, Arid Forest Research Institute, Jodhpur, due to carelessness or willful negligence of the second party or any of the person engaged by him or due to non execution, delayed execution or improper execution of the work assigned to the second party, total cost of such damage shall be liable to be recovered from the passed bills and/or security deposit furnished by the second party.

- j. On successful completion of the contract, after making necessary deduction of any, remaining amount of the security deposit will be refunded back to the second party by the first party.
- k. No interest shall be payable to the second party in respect of the security deposit submitted by him.
- I. Work executed by the second party shall be checked and supervised by the concerned site In-charge and he will verify the quantity and quality of the work executed by the second party. The second party has to execute the above work (Complete Job). The materials, after verification the quality will be handed over will be handed over by site-in -charge to contractor or his authorized representative.
- m. Payment shall be made to the second party on the completion of the work as per the verification of the work by the concerned site in-charge and duly counter checked by the Officer-in-charge.
- n. Taxes and duties, if any applicable under any rule for the time being under force shall be deducted from the passed bill of the second party.
- o. It must be clearly noted that the contract under these terms and conditions are purely for work contract and not for labor contracts in any respect.
- p. The second party shall be responsible to execute the work in compliance of relevant labors laws for the time being in force. The second party shall be fully and solely responsible for payment of compensation, if any awarded by any court of law or any other competent authority to any laborer engaged by him. The AFRI or any of its employees shall not be responsible in any way in respect of the death or injury to any of the person(s) engaged by the second party for execution of works awarded to the second party.
- q. The second party shall be responsible to execute the work himself and it shall not possible for the second party to sublet the work assigned to him to any other person or firm.
- r. If the First party or the Site-in-charge is satisfied that character of any of the person engaged by the second party is suspect and his continuous presence in the work site is not conducive for overall peace and security of its estate. He may direct the second party to replace him with a suitable person of good character; the second party shall be bound to comply with any such directive issued by the First party or the Site-in-charge from time to time.
- s. Entire responsibility for any casualty or death of any person engaged by the second party or any other person during the execution of the work shall rest with the second party. The First party and any of this subordinate as well as the AFRI shall not be responsible in any way to pay any amount to the deceased as compensation or otherwise in this regard.

- t. In respect of the persons engaged by the second party the second party shall be fully responsible for taking all statutory welfare measures like provision of first aid facilities & liveries. As regards payment of bonus and leave salary & weekly paid holiday etc., the AFRI or any of its employees shall not be responsible for any lapse on the part of I the second party.
- u. The second party shall be responsible to pay wages to the persons engaged by him not less than the minimum wages as declared by competent authority of the state/Central Government from time to time.
- v. The first party reserves the right to place order on the second party for additional quantity of similar wok at the rates quoted by him. The second party will be bound to accept order for additional quantity under this clause only if the order is placed within the validity period of the original contract.
- w. In case of breach of any terms and conditions stated above by the second party the first party is empowered to impose penalty on and/or blacklist the second party and/ or forfeit the security deposit submitted by the second party.
- x. In case of any dispute as to the interpretation of any of these terms and conditions. The decision of the First party will be final and binding.
- 11. The work must be executed as per specification mentioned in tender form as well as in work order. The Director, AFRI reserves the right of non-acceptance of items of work, which are not found as per specifications. The tenderer if wishes can also visit the site of work before submitting their documents.
- 12. It is understood that the tender document has been issued to the tenderer and he is being permitted to tender, in consideration of the stipulation on his part that after submitting his tender, he will not resale from his offer or modify the terms or condition thereof. Should the tender fail to observe and comply with his offer, EMD submitted by him shall be forfeited to the Arid Forest research Institute, Jodhpur.
- 13. In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consequently, bearing the tender number and be fully signed by the tenderer. In such cases reference to the additional pages should be added in the tender form.
- 14. Individual, who is signing the tender and other documents connected with a tender must specify whether he signs as-
  - (a) A sole proprietor of the firm or a constituted attorney of such sole proprietor.
  - (b) A partner of the of the firm if it be a partnership, in which case he must have authority to refer to arbitration on dispute concerning the business of the partnership either by virtue the partnership agreement or a power of attorney.
  - (c) Constituted attorney of the firm if it is a company.
  - (d) N.B.I: Power of Attorney, in either case attached by a Notary Public should be furnished unless the same has been previously furnished to Arid Forest Research Institute as

- affidavit on stamped papers of all the partners admitting execution of the partnership agreement of the general power of attorney should be furnished.
- (e) In cases of partnership firms, where no authority to refer dispute concerning the business of the partnership has been confirmed on any partner, the tender and all other related documents must be signed by each partner of the firm.
- (f) A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to warranty that he has authority to do so.
- 15. Tenders are at liberty to be present or authorize a representative to be present at the opening of the tender on 25-08-2014 at 4.00 PM. The name and address of the representative who would be attending the opening of the tenders on your behalf shall be indicated in your tender. Please also state the name and address of your permanent representative, if any.
- 16. The percentage of reduction on higher demand should also be quoted so that an order to that extent can be placed with you.
- 17. Tenderer should specify the dates by which he can guarantee the completion of work as specified in the tender.
- 18. After receiving the work order of the institute for execution of the work approved by the work order, a letter of acceptance of the execution of work within the stipulated period shall be communicated immediately telegraphically and with a formal letter of acceptance. In absence of confirmation tender may be given to next party.
- 19. The AFRI reserves the right to place order on the successful tender for an additional quantity of similar work at the rates quoted. Tenders are bound to accept order for additional quantity under this clause only if the order is placed within six month from the date of issue of first work order.
- 20. Bank commission charged for demand draft will be borne by the respective firm/firms and the same amount will be deducted from their payment.
- 21. In case the tenders fail to intimate the work completion date within seven days from the receipt of the work order, he shall be deemed to have agreed to supply the stores within work completion date stipulated therein, time being, and the essence of this offer. Your failure to deliver the stores within the stipulated period shall entitle the competent authority to get the work executed from next higher bidder and recover from you the difference of cost incurred.
- 22. In case the work order is not executed within the stipulated period and it appears that unnecessary delays are made from the part of the contractor, the Director, AFRI has power to impose proportionate penalty and deduct the amount of penalty from the bill.
- 23. The documentary certificates of the successful completion report from various Government departments and private firms of repute should be enclosed with the tender form.
- 24. In case of the forgery and/or execution of substandard quality work disciplinary can be taken against the firm and firm can be blacklisted.
- 25. Failure to complete the work within the stipulated work completion period shall result in automatic cancellation of the order unless extended by the Director, AFRI, Jodhpur.
- 26. Extension of the work completion date can be granted in deserving cases without imposing any penalty. The decision based on valid evidence shall be taken on merits of the case.
- 27. In case of breach of any terms and conditions stated above by the contractor, the Director, AFRI, Jodhpur is empowered to impose penalty and/or blacklist the firm and/or forfeit the earnest money.

- 28. All pages of the tender documents together with the copy of "Terms and condition" contained in the tender booklet should be signed by the tenders.
- 29. Acceptance signing of the tender form and the detailed terms and conditions shall be deemed as the final acceptance of these terms and conditions.
- 30. List of references of users for the past 03 years, of a similar carried out work, must be submitted with complete postal address, email address, Tel. No. and name of the user(s).

Director, Arid Forest Research Institute, Jodhpur- 342 005 (Rajasthan).

#### **CERTIFICATE OF ACCEPTANCE OF THE TERMS AND CONDITIONS**

I / We have read and fully understood the terms and conditions as laid down above in respect of the Tender supply of good soil (tank silt), sand & FYM, Digging of pits & contour trench, plantation and other works at Indian Institute of Management (IIM) Udaipur under supervision of AFRI, Jodhpur on turnkey basis due to be opened on 25-08-2014.

I / We agree to abide by the same.

I/We have signed all the pages of the tender document booklet as laid down.

|           | Signature and Seal of the         |
|-----------|-----------------------------------|
| Tendering | party or his Authorized Signatory |
| Dated     | :                                 |
| Address   | :                                 |
|           |                                   |
| Tel. No.  | :                                 |