

INDEX

Name of work: AUCTION FOR DEMOLITION OF OLD DILAPIDATED FISH MARKET AT NELLITHOPE IN NELLITHOPE CONSTITUENCY, PUDUCHERRY.

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Certified that this NIT contains **1 to 16 pages** (Marked as 1 to 16)

NIT is approved for Reserve Price of **Rs.1,255/- (Rupees One Thousand two hundred and fifty five only) excluding GST.**

**COMMISSIONER
PONDICHERRY MUNICIPALITY
PUDUCHERRY**

**PONDICHERRY MUNICIPALITY
PUDUCHERRY**

No. /PM/EE/DB/2022-23

dt.

AUCTION TENDER NOTICE

On behalf of the Pondicherry Municipal Council sealed Auction tenders are invited from eligible contractors / firms who are registered with Public Works Department, Puducherry, for the following work.

Sl. No	Tender No	Name of Work	Approximate Estimated/bid Amount (Rs)	Security Deposit (Rs)	Cost of Tender Schedule (Rs)	Eligibility of contractors	Time allowed for carrying out the work
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	/PM/EE/DB/2022	Auction for demolition of old dilapidated fish market at Nellithope in Nellithope Constituency, Puducherry.	1,255/-	5,000/-	500/- + 5% GST	Class V & above	20 days (Twenty days)

(i). Availability of NIT : from 10 .00 A.M. on 25.11.2022 to 3.30 P.M. on 05.12.2022

(ii). Last date & time for receipt of tenders : 05.12.2022 - 3.30 PM

(iii). Date & time of opening of tenders : 05.12.2022 - 4.00 PM

The Commissioner, Pondicherry Municipality, Puducherry reserves the right to change the opening time and date of the Tender for administrative reason by notifying the same in the Website.

2. Tender forms and conditions can be had by downloading from the website <http://www.py.gov.in> and the same to be used for participation in the tender.

3. Cost of Tender Document and Submission of SECURITY DEPOSIT:

The Cost of tender document is Rs. 500/- (Rupees Five hundred only) plus 5% GST (Non-Refundable Tax).

The SECURITY DEPOSIT and the cost of tender documents (as mentioned in column 5 and 6) are in the form of Demand draft / Fixed Deposit Receipt of any Nationalized / Scheduled Bank are to be drawn in favour of the Commissioner, Puducherry Municipality, Puducherry on the above stipulated dates and it should be enclosed along with Auction tender documents sealed cover.

4. A Copy of the enlistment of contractor license issued by the competent authority should also be submitted. (i.e.) Copy of Registration.

5. The time allowed for carrying out the work as noted in column No.8 of the table above will be including monsoon period.

6. If the opening day of tender happened to be Public Holiday the same will be opened on next working day.

7. The Commissioner reserves the right of rejecting any or all the tender without assigning any reason thereof.

8. The tender box is kept in the chamber of the Commissioner, Kamban Kalai Arangam, Pondicherry Municipality, Puducherry.

9. The **HIGHEST BID AMOUNT** (Exclusive of GST) quoted by the contractor will be selected.

10. The GST at the rate of 18% of the bid amount will have to be remitted by the Highest bidder selected in the Auction.

Sd/-
(S. SIVAKUMAR)
COMMISSIONER

“பிறப்பையும் இறப்பையும் பதிவு செய்வது சட்டப்படி கட்டாயமாகும்”

WEB SITE: www.py.gov.in

PONDICHERRY MUNICIPALITY
PUDUCHERRY-605 001

**Notice Inviting AUCTION TENDER FOR DEMOLITION OF OLD DILAPIDATED
FISH MARKET AT NELLITHOPE IN NELLITHOPE CONSTITUENCY,
PUDUCHERRY.**

INSTRUCTION TO TENDERERS

Particulars of the materials to be auctioned by tender **of Demolition of old dilapidated fish market at Nellithope in Nellithope Constituency, Puducherry** open for inspection at the office of the Executive Engineer, Pondicherry Municipality, Puducherry between the hours of **10.00 AM and 4.00 PM** on every day except on Saturday, Sunday and public holiday.

- 1 Tender/bid by a firm must be signed by each partner or a person holding a valid power of attorney which must be produced for inspections by Municipality. The tender must also disclose that the firm is duly registered under the Indian Partnership Act.
- 2 Any person wishing to tender/bid must do so in the attached form and any alterations therein may result in the tender/bid not being considered.
- 3 Tender /bid will be received upto 3.30 PM on 05.12.2022 and opened at 4.00 PM on 05.12.2022 in the presence of such tenderers / Bidder who may wish to be present.
- 4 The cost of tender document and SECURITY DEPOSIT (as noted in column 5 of the table above) are to be in the form of Demand draft of any Nationalized / Scheduled Bank drawn in favour of the Commissioner, Pondicherry Municipality,
- 5 Canvassing of any Government official in connection with the tender/bid will render it liable for rejection.
- 6 The acceptance of a Auction tender/bid will rest with the Commissioner, Pondicherry Municipality, who does not bind himself to accept the **highest auction tender/ bid** and reserves to himself the authority to reject any or all of the tenders/bid received without assigning any reason. All tender/ bid in which any of the prescribed conditions are not fulfilled will be rejected.

**COMMISSIONER
PONDICHERRY MUNICIPALITY
PUDUCHERRY**

**TENDER FOR THE AUCTION OF DEMOLITION OF OLD DILAPIDATED FISH MARKET AT
NELLITHOPE IN NELLITHOPE CONSTITUENCY, PUDUCHERRY (To be filled
& duly signed by the tenderer)**

Undersigned hereby tender/bid(s) to the Pondicherry Municipal Council (hereinafter called "Council") through the Executive Engineer, Pondicherry Municipality (hereinafter called the "Engineer") the sum of **1,255/-** for the, **AUCTION FOR DEMOLITION OF OLD DILAPIDATED FISH MARKET AT NELLITHOPE IN NELLITHOPE CONSTITUENCY, PUDUCHERRY.** by auction tender as described in the first schedule hereto on the terms and subject to the conditions set out in the 2nd schedule hereto. SECURITY DEPOSIT amounting to **Rs. 5,000/-** is sent herewith and shall be forfeitable to Municipal Council should the tender/ bid be withdrawn within a fortnight of being received by the Commissioner or if accepted tenderer/ bidder fails to complete the contract. This is to be without prejudice to any other remedy of Municipal council on account of any default.

Signature of tenderer(s)/ bidder(s)

Address of tenderer(s)/bidder(s)

Dated.

Signature of witness.

Address of witness.

Description of witness.

The undersigned hereby accepts the above tender on behalf of the Pondicherry Municipal Council.

Signature.

Dated.

Witness

**COMMISSIONER
PONDICHERRY MUNICIPALITY
PUDUCHERRY**

*** To be filled at the time of agreement**

THE SECOND SCHEDULE

(Conditions of Sale)

1. **The purchaser/tender/bidder shall quote rate in the "First Schedule (Part II) only. No other form of quoting of rate will be accepted. Rate quoted there in shall be exclusive of GST which will be levied separately at the rate 18% of bid amount.**
2. The purchaser shall within the time frame 3 (three days) pay to the Engineer-in-Charge the quoted amount of tender/bided amount where upon he/they shall take possession of the premises **FOR DEMOLITION OF OLD DILAPIDATED FISH MARKET AT NELLITHOPE IN NELLITHOPE CONSTITUENCY, PUDUCHERRY** to be removed and give a receipt for the same. No loading of scrap materials shall take place before such payment is made and receipt given.
3. Full details of the existing premises auctioned through this Auction tender are available within **OLD DILAPIDATED FISH MARKET AT NELLITHOPE IN NELLITHOPE CONSTITUENCY, PUDUCHERRY** (excluding land) having been obtainable from the Engineer-in-Charge and by inspection, the purchaser shall be deemed to have full knowledge thereof and shall have no claim on account of shortage and shall give an acknowledgement of having received the building sold on the same being handed over on acceptance of tender/bid.
4. The existing structure shall be removed from the site and the site level clear and tidy by and at the expense of the tenderer/bidder (including the provision of the necessary tackle, plant, scaffolding etc.) **within 20 days** from the date of issue of order to clear the materials and in all respects to the satisfaction of the Engineer, who shall be allowed access to the work, failing which Municipality shall be entitled to do it at the risk and expense of the purchaser/demolisher or to treat the purchaser's default as ground for terminating the contract.
5. The purchaser shall be responsible for any damage done in the removal of scrap materials and indemnify the Municipality against any claims on account thereof including third party and Worker's Compensation claims if damages is done to the said property or any adjoining property , Municipality shall be entitled to have the same put right at the risk and expense of the purchaser or treat the default as a ground for terminating the contract.
6. The purchase shall acquire no interest in the land comprised in the said property except a license to enter thereon for the purpose only of the demolition aforesaid, and in particular shall not be entitled to reside or allow anyone to reside or remain on the property except a chowkidar that to for the period of contract only.
7. The purchases shall not be assigned to any other party without the consent in writing of the Commissioner.
8. No work shall be done after 6.00 P.M. or with unnecessary noise.
9. The demolition and disposal of building materials shall be at the risk of the purchaser from the date of issue of order.

10. If the purchaser fail(s) to observe or perform any provisions of the contract or become(s) insolvent, or make(s) arrangement with creditors or if any bribe gratuity gift loan perquisite reward or advantage pecuniary or otherwise shall either directly or indirectly be given promised or offered by the purchaser or the purchaser's servants or agents to any public officer or person in the employment of the President in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract. The Engineer-in-Charge may determine the contract without prejudice to recovering from the purchaser of any loss thereby incurred.
11. No labourer below the age of 18 years shall be employed on the work of removal of scrap materials nor shall female labour be employed within the limits of a cantonment. The contractor shall pay his labour not less than the wages paid for similar work in the neighborhood.
12. In the case of by partners any change in the constitution of the firm shall be forthwith notified by the purchaser to the Commissioner, Pondicherry Municipality.
13. If any dispute shall arise in connection with the contract the same shall be referred to the Commissioner, Pondicherry Municipality and his decision shall be final and binding on the parties.

**COMMISSIONER
PONDICHERRY MUNICIPALITY
PUDUCHERRY**

ADDITIONAL CONDITIONS

- 1 The contractor shall take adequate precautions and safety measures while removal of the existing scrap materials so as not to cause any damage to adjacent buildings, municipal road, water mains and electric overhead lines/under ground cables. The road path and the lanes around the plot shall be kept clear for the use of vehicle, pedestrians, malba etc. The materials shall not be stacked on municipal roads/paths. Any damage in this regard shall have to be made good by the purchaser at his own risk and cost. Fine it imposed by Pondicherry Municipality for damage/encroachment/obstruction shall be borne by the contractor.
- 2 Any permission/license required from local bodies for removal of scrap materials etc. shall be obtained by the contractor at his level.
- 3 The tenderer/bidder whose tender/bid is accepted shall deposit **full Auction amount and its applicable GST within 3 days from the award of the work**, in the form of **Demand draft** of any Nationalized / Scheduled Bank drawn in favour of the Commissioner, Pondicherry Municipality, Puducherry. The amount of Security deposit shall be released after clearance of scrap materials to the satisfaction of the Engineer-in-Charge shall get the site clear at risk and costs of the contractors.
- 4 While quoting the rates, the purchaser shall take into account all these factors. Nothing extra shall be payable for any of these operation and purchaser shall be quoting his rates against demolition item accordingly.
- 5 No sale of scrap material shall be permitted from the site and all such material shall have to be removed from the site within two days. No sorting of good bricks will be allowed at site of demolition.
- 6 Work is very urgent and shall be completed within 20 days from the date of written instruction to start the work. In case of delay, levy of **Rs.500/-** per day delay shall be imposed and amount shall be adjusted from the security deposit.
- 7 Contractor must follow full CPWD safety code before removal of scrap materials is commenced and also during the progress of work.
8. The area should be barricaded or cordoned off by suitable means (Through Board/Jali) to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- 9 These safety provision should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be therein by the contractor.
- 10 To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
- 11 Suitable safety arrangement should be provided as per CPWD Safety Code.
12. The GST will be levied separately at the rate of 18% of the bid amount

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of the Municipal Council, Puducherry.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of2022.

BETWEEN

The council, Pondicherry Municipality represented through The Commissioner, Pondicherry Municipality, Puduchery (Hereinafter referred as then **Principal/Owner**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)
through (Hereinafter referred to as the
(Details of duly authorized signatory)
"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/ Owner has floated the Tender (NIT No. /PM/EE/DB/2022-23.0) (hereinafter referred to as **"Tender/Bid"**) and intends to award, under laid down organizational procedure, contract for **AUCTION TENDER FOR DEMOLITION OF OLD DILAPIDATED FISH MARKET AT NELLITHOPE IN NELLITHOPE CONSTITUCNY, PUDUCHERRY**. hereinafter referred to as the **"Contract"**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as **"Integrity Pact" or "Pact"**), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - E) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose **(with each tender as per proforma enclosed)** any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
 - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

- 2) **Forfeiture of SECURITY DEPOSIT/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Security Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holidaylisting of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Pondicherry Municipality.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Pondicherry Municipality** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following

witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

THE FIRST SCHEDULE (Part-I)
(Description of the building)

**AUCTION FOR DEMOLITION OF OLD DILAPIDATED FISH MARKET AT
NELLITHOPE IN NELLITHOPE CONSTITUCNY, PUDUCHERRY.**

North : Villianur Main road

East : Saint Antoine street

South : Private Houses

West : Point care street

COMMISSIONER
PONDICHERRY MUNICIPALITY
PUDUCHERRY

SCHEDULE-A

The First Schedule (Part-II)
SCHEDULE OF QUANTITIES

**Name of work: Auction for Demolition of old dilapidated fish market at Nellithope in Nellithope
Constitucny, Puducherry**

Sl. No.	Description	Quantity	Unit	Quoted rate in figures & in words	Unit	Amount in Rs.
1	2	3	4	5	6	7
1.	Demolition and disposal of old dilapidated fish market at Nellithope in Nellithope Constitucny, Puducherry including clearing site upto the existing Ground level all as directed by the Engineer-in-charge.	1 No. (one Number)	1 job (one Job)		1 job	

