

भोपाल सहकारी दुग्ध संघ मर्यादित

BHOPAL SAHAKARI DUGDHA SANGH MARYADIT.



(मध्यप्रदेश सहकारी सोसायटीज अधिनियम 1960 के अधीन पंजीकृत) GSTIN - 23AAAAB0221D1ZW

भोपाल डेरी प्लांट, हबीबगंज, भोपाल - 462 024 म.प्र. (भारत) BHOPAL DAIRY PLANT, HABIBGANJ, BHOPAL - 462 024 M.P. (INDIA) PBX (0755) 2478250, 51, 52, 53 FAX No. (0755) 2450896, E-mail: bsdsim@gmail.com, sanchi.bhopal@gmail.com

Job Work to Supply of Sterilised Sanchi Coconut Water

Bhopal sahakari Dugdh Sangh has invited E- tender for the supply of sterilised Sanchi Coconut Water. Detailed information about the terms and conditions of work of the paticipating tenderer can be obtained for review from the website of MPCDF Bhopal www.sanchidairy.com. The description of the tender process is as follows:

Sr.no.	Description	Proceeding details		
1.	Bid Opening Date & Time	Date 13.06.2024 at www.mptenders.gov.in,		
		with tender form cost of Rs.1000/- from		
		12:00 noon		
2.	Bid Closing Date & Time	Date 01.07.2024 Time 12:00 Noon		
3.	Technical Bid Opening date &	Date 02.07.2024 Time 12:00 Noon		
	Time	Online		
4.	EMD	EMD amount Rs.100000/- (One Lakh		
		Rupees only) submit online & attached		
		reciept		

As per the above description, tenderer will have to download the the tender form online from the website shown above then read all the necessary details and terms and conditions of sanchi neer work mentioned in the tender form in details so that the society can avail the tender form in its form. the tender form for online purchase at the value of Rs 1000/- should be uploaded and submitted online along with the EMD amount on the precribed date and the time by attaching the documents. the tender received will first be subjected to the required specifications and after that the tender will be proceed as per the procedure. the right to accept or reject any tender will rest with the Chief Executive officar, Bhopal Sahakari Dugdh Sangh. The tenderer's contract period will remain effective for Three years on completion of the said period, if the performance of the tenderer is satisfactory, the right to extend the contract period of another 2 yrs (1+1) on the same terms and conditions will vest with the chief executive officer. If any correction/amenmends is found in the tender, the same will be published only on the MPCDF Bhopal website www.sanchidairy.com & www.mptenders.gov.in. It will not be published/considered by any other medium.

Chief Executive Officer

Job Work to Supply of Packaged Coconut Water SANCHINARIYAL PANI Year 2024-2027



भोपाल सहकारी दुग्ध संघ मर्यादित हबीबगंज डेयरी प्लांट, भोपाल — 462024 दूरभाष — 0755—2457017

E-mail: sanchi.bhopal@gmail.com



भोपाल सहकारी दुग्ध संघ मर्यादित BHOPAL SAHAKARI DUGDHA SANGH MARYADIT.



(मध्यप्रदेश सहकारी सोसायटीज अधिनयम 1960 के अधीन पंजीकृत) GSTIN - 23AAAAB0221D1ZW

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Appendix No.01

Essential Qualification

TO,

Chief Executive Officer, Bhopal Sahakari Dugdh Sangh, Bhopal

Sir,

Under the scope of Bhopal Sahakari Dugdh Sangh E-tender of Sterilised packaged Sanchi Coconut Water in Bhopal Milk Union Jurisdiction. with reference to the E-tender published in various news paper on date Job work to supply sterilised packaged Coconut wate, I request that I have read and understood all the conditions & instructions mentioned in the tender form. If my tender is accepted as per the rules, I agree to work as per the condition set by you.

Sr.no	Essential Qualification	Description	Mandatory Documents
1	Name of the Tenderer (Firm/Company/Partnership/Ownership)/consortium		Mention Name of the Tenderer (Firm/Company/Partnership/Owner ship)
1.1	Must be legally authorised to fill the tender on behalf of company.		Original copy of the power of attorney of the person signing the tender of behalf of the sole proprietor/company, attested and certified by a notary. Not necessary in case of owner/proprietor submit the tender himself.
1-2	It is Mandatoty for the bidder to have Pan card Number		Attached photocopy of pancard
1-3	(Firm/Company/Partnership/Owne rship/consortium) Attached Appendix No. 1&2		Attached Appendix no. 1 & 2
1.5	Tendere (Firm/Company /Partnership /Ownership/consortium) should have never been black listed by any government/non government organisation and should not have been blacklisted by the police. there is no case pending in the court.		Submit an affidavit of proof on notarized stamp on Rs 100/ the format of the affidavit is attached on appendix no.04 of the tender.

1.6	Tenders (Firm/Company/Partnership/Owne rship/consortium) should have minimum 01 years of experience in Manufacturing of sterilised Packaged coconut water.	Submit a copy of work orders regarding experience and attached an affidavit for the proof of experience on notarized stamp of Rs 100/ the format of the affidavit is attached on appendix no.05 of the tender. Regarding Experience, Read clause 7 on appendix no.02
1.7	Ii is mandatory for the tenderer to attache to turnover for the financial year 2021-22 or 2022-23	Attached the balance sheet of the Said company, certified by a CA, of minimum turnover of 25 lacs in the Financial Year 2021-22 or 2022-23.
1.8	Tenderer should have GST NO.	Attached a copy of GST No.
1.9	It is Mandatory to deposit RS 50000/- Deposited through online payment.	Attached online receipt of EMD amount.
1.10	Attched copy of MSME Certificate	For the MP State entrepreneurs. Attached MSME cerificate. No EMD will be required in case of MSME Enterprenures.
1.11	Tenderer Should have FSSAI, ISI & BIS Licence	Attached a copy of ISO,HACCP FSSAI Licence

- Note- 1. All the above docuemnts should self certified by the tenderers. if any documents not attached by the tenderers and not self certified by the tenderers, tender will be Rejected.
 - 2. Bidders should fullfill Above technical Bid. In appendix no. 02. terms and conditions of the tender where all necessary documents are mentioned. bidders will have to submit with Technical Bid.

Name of th	e Tendrers	
Address-		
-		
Contact no.		

Terms and conditions of Sanchi Coconut Water

- 1. The successful tenderer will have to execute the contract on Notarized Stamp of Rs.1000/-. Tenders can raed the terms and conditions of the Agreemaent which is attached in Appendix no. 06
- 2. Job work to supply of sterilised packaged Coconut water bottles to Bhopal Sahakari Dugdha Sangh Bhopal (Sanchi) or any agency appoint by (SANCHI) on its behalf on an exclusive basis sanchi Coconut water brand name.
- **3.** Only Madhya pradesh MSME entreprenures will be free for EMD amount but they have to submit MSME certificate in the tender. without submitting the MSME certificate. Tender will not be accepted.

4. Contract Period-

The tenderer's contract period will remain effective for Three year on completion of the said period, if the performance of the tenderer is satisfactory, the right to extend the contract period of Two Years (1+1) on the same terms and conditions will vest with the chief executive officer.

5. Security Deposit –

Approved bidder will have to pay security deposit of Rs.100000/- (One Lakh Rupees Only) paid through demand draft which will be paybale in the name of Bhopal Sahakari Dugdh Sangh Maryadit, Bhopal. EMD amount will be adjusted in Security Amount. No interest will be paid at cash Security Deposit.

6. Arbitration-

If any dispute arises between the parties in respect of this work. The case may submitted to Managing Director, MPCDF for review, In case of no resolution, Proceeding will be conducted as per provision of the Arbitration Act of 1996.

- 7. The Jurisdiction of this contract will be in the Bhopal city court.
- **8.** There will be no change even if any surprise holiday is announced at the time of receipt of tender. If the date fixed for opening of technical bid or financial bid of the tender is declared holiday then the bids of the relevant day of the respective tender will be opened at the pre-determined time ob the next working day.

9. Inspection

All the material supplies are subject to inspection at our stores before acceptance. If goods are rejected due to defective or wrong supply, the reports of our authorised official in this respect shall be final and no correspondence of the subject would be entertained. If the material is not found as per the specification of BSDS Bhopal the consignment will be rejected shall not be returned. Supplier will be informed regarding rejection by post/e-mail. Supplier should attend this office with in 15 days of the reciept of intimation so that the material could be rechecked and destroyed in his presense. If the supplier doesn't attend this office on time then the material will be destroyed by Bhopal Sahakari Dugdh Sangh Mydt. No payment shall be made against the rejected material.

10.No Deviation Clause

No Deviation will be accepted in any mandatory terms conditions and specification of the tender. In case any deviation is found after opening of technical bid and commercial bid tenderer will debarred from the tender process and Chief Executive Officer, Bhopal Sahakari Dugdh Sangh resreves the right to reject any or all tenders on the basis of any deviations.

11.Payment

Our normal terms of payment are full payment after reciept, inspection and acceptence of material's in our stores with in a period of about maximum 15 days after reciept or before supply of next consignment. Such payments shall be made through accounts payee cheques/RTGS. Tenderer agreeing to these terms would be given preference over those specifying other terms.

12. Liquidated Damages-

Successful tenderers will have to supply sterilised coconut water bottle on given time. If timely supply is not to be done then following penalty will be charged...

S.No.	Delay Period	Penalty Amount
1.	Till 15 Days	1 % of cost
2.	Between 16 to 30 days	2 % cost.
	After 30 Days	3 % of cost

- 13. If any tenderers want to get any information or queries, objections about this tender. they can contact on Bhopal Dugdh Sangh office at any working time between 10 am to 6 pm. before the opening of 10 days of this tender. No queries and objections will be accepted after opening of tender.
- **14. Price variation** if any tenderer wish to after the rate subject to price escalation caluse of raw material. they may do so by clearly indicating the technical bid. In case of tenderer opting for offering prices subject to price escalation clause of raw material then...
 - (A) The tenderer shall have to submit the current price of the raw material as on the date of tenderer along with sufficient authentic price from the manufacturer of the raw material.
 - (B) The approved bidder will have to submit revised price of raw material where ever revision takes place.
 - (C)Bidder should sent the current raw material price along with all time of supplies were effected. How ever Bhopal Sahkari Dugdh Sangh reserve the right to approve the rates offered with or without to price escalation clause.
- **15.** This is online tenders so tenderers should read and go through all terms and conditions very carefully and submit all the nesessary documents as well EMD amount through only online. Physical documents will not be accepted and tender will be rejected automatically.
- 16.(a) The bidder may be single entity or a group of entities (the "consortium") as per the definition clause of contract agrrement, coming togather to implement the project(s),. however, no bidder applying invidually or as a member of

consortuim, as the case may be member of another bidder for the same project or any other project under the same tender document. the term bidder used herein would apply to both a single entity and a consortium.

(b) A bidder may be sole propritorship a company registered under the Companies Act 1956 or a Partnership Firm registered under Indian Partnership Act 1932 or Limited Liability Partnership Act 2008, and in case of consortium any combination of them with an agreement to form a Consortium.

7. Technical eligibility criteria for opening of financial bids:

A. Technical capacity: For demonstrating technical capacity and experience the BIDDER shall, over the past 1 (one) financial years 2021-22 or 2022-23 Have relevant Job work experience of at least 1 years (one year).

In case of consortium, maximum number of partners may be four (4). The lead partner shall have minimum 51% stake in this consortium. At least one of the partners should qualify eligibility criteria as mentioned above.

The plant must have been operational under norms and procedures prescribed by ISO,HACCP ,Must have Fssai licence .

B. **Financial Capacity**: For each project that the bidder wishes to qualify for, the bidder shall have

A minimum total turnover of Rs.25 Lakhs during last 2021-22 or 2022-23 financial years.

Details of Experience: (a) The Bidder should furnish the details of Eligible Experience for the last 1 (one) financial years (2021-22 or 2022-2023).

Scope of Work

Requirement:

	L								
			HDFE						
SKU Bottle type cap		cap	Label specifications		Bottle Specification		Lid Specification		
	Type	weight	weight	Type	Shrink wrap				
200m	PP	16gm	2.42g	Weight	1.53gm	Top Diameter (Inner)	37 mm	Outer Diameter	42 mm
			-	Thickness	70 um	Top Diameter (outer)	29 mm	Inner Diameter	38 mm
						Bottom Diameter	46 mm	Lid Type	Temper
				Dimension	155mm*145 mm	(outer)			Proof
						Height	155 mm	Depth	15 mm
					-	Volume	226 ml		

Note: To be supplied to Bhopal dugdh Sangh depot at HabibGanj Bhopal.

Declaration

I/we have read and understood all terms and conditions of the tender. All the neccessary information and documents presented by Me/Us are true. In contract period if any information or documents submitted by me/us is found to be false then Bhopal Sahakari Dugdh Sangh will have the right to take any action against me/us. I/we give our consent.

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Sig	natui	e.					•					•

BOQ:

SANCHI sterilised	Price including all (gst,
Coconut Water	transpotation etc) Rs.
200ml	

Note: BOQ will be submit online. Physically BOQ wil be rejected.

(Submit on Rs.100/- Notarized Stamp) NON-BLACKLISTING

I/We	S/o	Age
Add E—te Sanch	that we have submitted and and and and and and and and and an	affidavit to the effect regarding the for the work of Sterilised
	That we have never been blacklisted by Organisation foir any work till date. That our updated status till date there is court.	•
		Name
1-	Witness Name:	Signature
	Adhaar Card No	
2-	Witness Name:	

Date:

Verification

I, the Affiant, solemnly declare that the entire statement Mentioned in the paragraph No. 01 & 02 of the above affidavit is true and Correct on the basis of my personal knowledge. Nothing has been hidden from this.

(Submit on Rs.100/- Notarized Stamp) UNDERTAKING

I/We	S/o		Age
of ste tender during found take a	that we have minimum one yerilised coconut Water. And we have attacked for authentication completely correct based the contract period, for any reason, the copy to be incorrect, The Bhopal Sahakari dugding action against us & we for this, we give tion to the action taken against us by Bhopal	hed copies of work of ed on my knowledge by of work orders sub h Sangh management we my consent that the	order in the E- if at any time emitted by us is will be free to here will be no
		N	
		Name	••••••
		Signature	
1-	Witness		
	Name :		
	Address		
	Adhaar Card No		
	Mobile No.		
2-	Witness		
	Name :		
	Address:		
	Adhaar Card No		
	Mobile No.		

Verification

Date:

I, the Affiant, solemnly declare that the entire statement Mentioned in the above affidavit is true and Correct on the basis of my personal knowledge. Nothing has been hidden from this.

Agreement format (Tenderes can read the terms and conditions of the tender) should not attached with the online tender document.

Appendix No.6

Agreement For the Manufacturing of Sterilised Sanchi Coconut Water

This agreement is made at Bhopal on of 2024 for the period
from to
BY & Between
M/S Bhopal Sahkari Dugdh Sangh MARYADIT, having its Administrative
Office at Diary Plant Habibganj, Bhopal (MP) -462004 herein after
reffered to as First Party and with its factory
approved by the ISO,HACCP license No.
herein after reffred to as the second party,

- 1. This is purely commercial agrrement. If the second party is not willing to do the work as per agreement. he will have to give one month advance notice to the first party & if the first party does not want to continue this agreement with the second party then the first party will inform to the second party through advance notice of one month.
- 2. The First Party hereby allows the Second Party to process and pack Sterilised coconut drinking water in PP 200 ml bottles as developed and registered by the First Party under the TRADE MARK "SANCHI coconut water", hereinafter referred to as "SANCHI coconut water".
- **3.** The First Party hereby grants to the Second Party, during the subsistence of this agreement, a license to use the "TRADE MARK" as per the terms and conditions contained in the Agreement on even date and be signed and executed from time to time by the parties here to.
- **4.** The Second party hereby convenants with the First party, as follows:-
 - (a) To Manufacturer "STERILISED PACKAGED COCONUT WATER" brand "SANCHI COCONUT WATER" in a plant according to the process

- specified by the First Party and should comply to the statutory requirements and ISO/HACCP standards applicable from time to time.
- (b) To keep complete records of all quality control test carried out as specified by the First Party and also of production and Distribution of "SANCHI COCONUT WATER" and furnish to the First Party, with such reports and samples as may be requested by the First Party from time to time.
- (c) To permit the First Party to inspect Second Party entire premise at any time during regular business hours, without notice and observe all aspects of the conduct of the business by the Second Party. The Second Party will take immediate remedial action to correct any deficiencies and to maintain the standards of quality referred to herein and in the specifications.
- (d) To employ the methods of operations as per the prevailing regulations, to ensure the highest quality product and services to consuming public.
- (e) That it understand and hereby acknowledge that uniform and high standards of quality and services are necessary in order to create and maintain goodwill and widespread consumer acceptance.
- (f) to vigorously and diligently promote and solicit the sale of "SANCHI COCONUT WATER" and also to ensure full and complete distribution placements & promotion of "SANCHI COCONUT WATER" in Railways, Institutions and Retail Market.
- (g) To comply with all request of First Party with respect to the appearance and use of the "TRADE MARK" Licensed, including any request to change the form or style discontinue using any of the said "TRADE MARK AND NAME" in substituiton of another "TRADE MARK AND NAME".
- (h) To comply with the provisions of all applicable laws including Labour Laws Provident Fund, ESI, Tax Laws of the State Government, Central Government and the Local Authorities. The Second Party shall only be responsible for any contravention or breach of the acts.
- (i) Not to process, bottle, sell, deal in or otherwise be concerned with any product under any TRADE MARK which is an imitation or infrigement of the TRADE MARK or is likely to cause passing off, of any product as if it originates from the First Party because of the Second Party association with the business of manufacturing and selling "SANCHI COCONUT WATER" it is hereby expressly understood and stipulated that the use of the said TRADE MARK in any form or fashion or any word graphically similar

- thereto or any imitation thereof, of any product other than that of the First Party would constitute and infringement of the TRADE MARK.
- (j) The Second Party should not take job Contract/Manufacture Contract/Franchisee Agreement for any other brand or Trade Mark or any other licensee trade mark without prior permission in writing from the First Party.
- 5. The Second Party hereby further covenants with First Party, as under
 - (a) That the First Party shall have an absolute right to fix the MAXIMUM RETAIL PRICE (MRP) of the goods.
 - (b) After placement of order second party will produce the required products and complete all necessary labelling and packaging with specified date and will be deliver final finished goods to main plant at Habibganj.
 - (c) That the First Party shall have an absolute right to establish the Dealer network and also to Appoint/Change Dealers . the second party shall however be responsible for providing the manufactured bottle to main plant Habinganj only.
- **6.** Rs 5000/- paenalty will be imposed if goods are directly sold by the second party.
- 7. The Second Party shall on every week render to the First Party, a true & full account of the number of cases/units of STERILISED PACKAGED COCONUT WATER manufactured & sold in prescribed shapes & sizes during previous month.
- **8.** The second party will not sublet the whole contract during the contract.
- **9.** The second party can amend in consortium during the agreement if required with the consent of first party.
- **10.**Save and except by the License herein, the Second Party shall not during the subsistence of the License, make use, exercise, or vend or permit or authorize any person or persons other than the Second Party, to make use exercise or vend the said "TRADE MARK" within the territory aforesaid.
- 11. The Second Party hereby covenants with the First Party that it shall, true fully & lawfully use the said Trade Mark for the purpose aforesaid & shall not allow any other person/s or party to use said Trade Mark.
- **12.**The Second Party shall not be entitled to sub-let, assign or Vend the said Trade Mark in any respect whatsever to any other person and shall not be linked in any

- way with any other brand of sterilsed Packaged coconut drinking water directly or indirectly.
- 13. The Second Party shall not place in market any goods which does not meet the First Party specifications as to quality. It is futher agreed that the Second Party shall not use the said Trade mark in a manner that may jeopardize it's distinctive character and shall obtain First Party prior approval of all labels packaging materials, sales promotion and advertising material. The legend "used under a license from the Trade Mark proprietor" shall be displayed in all the aforesaid material.
- **14.**The First Party shall have the liberty to terminate this Agreement with immediate effect if the Second Party violates or commits breach any condition of this Agreement without granting further time.
- **15.**The Second Party will have to start production within 30 days from the date of signing of Agreement or else the amount of Security Deposit shall be forfeited.
- **16.**The Second Party shall have no right, whatsever, on the said Traded mark & shall have no authority to make use, exercise or vend the said Trade Mark on the determination of the LICENCE, either by affix of time or by the act of Parties.
- 17. The Second Party shall have to supply stocks to the main plant at Bhopal Sahakari Dugdh Sangh.
- **18.**Forthwith upon the occurrence of any of the following events, the First Party may (without prejudice to any other right or remedy) by written notice to the Second Party terminate this agreement with immediate effect at any time.
- (a) If the Second Party fails to pay any sums payable under this agreement within 30 days time or.
- (b) If the First Party becomes aware that the finished products manufactured by the Second Party have a critical health defect or they are not as per the norms of the First Party.
- (c) If the First Party does not bother for samples taken under Quality Control or Food Safety Standard Act or amendments thereof, from Retail market or Institution Which affects the brand reputation.
- (d) In any other circumstances, either party can terminate this agreement by giving 30 days notice to the party.
- **19.**All other term & condition are not explicitly mentioned in this agreement. The terms and condition of the "AGREEMENT" signed on even date shall be form part of this agreement and binding on the Second Party.
- **20.**In case of termination of this agreement either by afflux of time or the act of Parties hereto, the AGREEMENT stands automatically terminate or vice versa.
- **21.** After deliver all goods at main plant habibganj. if any goods does not match as per specification of the first party. the second party shall replace those goods then after rest of the amount will be paid by the first party.
- **22.**Terms and conditions of the tender document which is mentioned in appendix no.02 shall be part of this agreement.

23. Contract Period-

The Second Party contract period will remain effective for Three year on completion of the said period, if the performance of the Second Party is satisfactory, the right to extend the contract period of Two Years (1+1) on the same terms and conditions will vest with the chief executive officer.

24. Security Deposit -

Second Party will have to pay security deposit of Rs.100000/- (One Lakh Rupees Only) paid through demand draft which will be paybale in the name of Bhopal Sahakari Dugdh Sangh Maryadit, Bhopal. EMD amount will be adjusted in Security Amount. No interest will be paid at cash Security Deposit.

25. Arbitration-

If any dispute arises between the parties in respect of this work. The case may submitted to Managing Director, MPCDF for review, In case of no resolution, Proceeding will be conducted as per provision of the Arbitration Act of 1996.

26. The Jurisdiction of this contract will be in the Bhopal city court.

27.Inspection

All the material supplies are subject to inspection at our stores before acceptance. If goods are rejected due to defective or wrong supply, the reports of our authorised official in this respect shall be final and no correspondence other subject would be entertained. If the material is not found as per the specification of First Party the consignment will be rejected shall not be returned. Second Party will be informed regarding rejection by post/e-mail. Second Party should attend this office with in 15 days of the reciept of intimation so that the material could be rechecked and destroyed in his presense. If the Second Party doesn't attend this office on time then the material will be destroyed by First Party. No payment shall be made against the rejected material.

28.Payment

Our normal terms of payment are full payment after reciept, inspection and acceptence of material's in our stores with in a period of about 15 days after reciept. Such payments shall be made through accounts payee cheques/RTGS. Tenderer agreeing to these terms would be given preference over those specifying other terms.

15

29. Liquidated Damages-

Successful tenderers will have to supply sterilised packaged coconut water on given time. If timely supply is not to be done then following penalty will be charged...

S.No.	Delay Period	Penalty Amount
1.	Till 15 Days	1% of cost
2.	Between 16 TO 30 Days	2 % of cost
3.	After 30 Days	5 % of cost

Technical Specifications:

Requirement:

	1								
			HDFE						
SKU	Bottle type		cap	Label specifications		Bottle Specification		Lid Specification	
	Type	weight	weight	Type	Shrink wrap				
200m	PP	16gm	2.42g	Weight	1.53gm	Top Diameter (Inner)	37 mm	Outer Diameter	42 mm
				Thickness	70 um	Top Diameter (outer)	29 mm	Inner Diameter	38 mm
						Bottom Diameter	46 mm	Lid Type	Temper
				Dimension	155mm*145 mm	(outer)			Proof
						Height	155 mm	Depth	15 mm
						Volume	226 ml		

Note: To be supplied to Bhopal dugdh Sangh depot at HabibGanj Bhopal.

IN WITNESS WHEREOF the parties hereto have executed this assignment on the day and year first hereinabove written.

Signature	Signature			
First Party	Second Party			
•	(consortium)			
Witness-				
1. Name				
2. Address				
3. Adhar Card				
4. Mobile No				
1. Name				
2. Address				
3. Adhar Card				
4. Mobile No				