

SPECIAL TERMS & CONDITIONS OF CONTRACT

TECHNICAL TERMS AND CONDITIONS

1. **THE GENERAL DIRECTIONS AND CONDITIONS OF CONTRACT (GDCC)(for Civil Contract)WHICH WILL FORM PART OF THE CONTRACT AGREEMENT MAY BE STUDIED BY THE CONTRACTORS BEFORE SUBMISSION OF THEIR TENDERS, IN THE ABSENCE OF WHICH IT WILL BE PRESUMED THAT THE CONTRACTOR HAS SEEN, STUDIED AND ACCEPTED THE GDCC. THESE CONDITIONS OF CONTRACT AS STIPULATED IN THIS DOCUMENT ARE IN CONTINUATION OF GDCC & GTC AND SHALL ALSO FORM PART OF THE CONTRACT.**

1.1.0 In case of a discrepancy between the Special Conditions, General Terms & Condition and General Direction & Condition of Contract the following order of preference shall be followed:

1. Special Terms & Conditions of Contract
2. General Terms & Conditions
3. General Directions and Conditions of Contract

1.1.1 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the contract.

1.1.2 The parties, who have got issued / purchased the tender documents, would either quote or send a regret letter with reasons for not participating in the tender. Intimation regarding non-participation is essential otherwise they may not be considered for issue of tenders in future

1.2.0 If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other tenders. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers.

1.3.0 In case the tenderer withdraw his offer during the period of its validity, the Earnest Money Deposit submitted by him for the Tender shall be liable to be forfeited.

1.4.0 The Tenderer should make a deposit EMD of **₹ 25,000/-** as Earnest Money and **₹ 500/-** as Tender Fees by an A/C Payees Demand Draft, drawn on any Scheduled Bank except Rural or Co-Operative Bank in favour of "**National Fertilizers Limited, Panipat**" payable at PANIPAT. The earnest money and tender fee shall not be accepted in any form other than specified above. **Earnest Money and Tender Fee should accompany the tender in separate envelope without Earnest Money and Tender Fee, tender will not be opened and it will be considered as rejected.**

The Benefits of the Public Procurement Policy for MSEs Order, 2012 on MSMED Act 2006 shall not be applicable on Works Contracts means wherein transfer of property in Goods involved in execution of such contracts i.e. wherein both material and services are involved, so it means that MSME Certificate will not be accepted for this tender.

1.5.0 **VALIDITY OF CONTRACT:**

The contract shall remain valid for a period of **12 (Twelve) Months** reckoned from the date of its award. The job can therefore, be got done any time during the tenure of the contract. Normally a notice period of **07 (Seven) days** shall be given for starting the job but the Contractor should be able to mobilize within **24 (Twenty Four) hours**, if the necessity so arises.

The validity of Contract Period can be extended at the sole discretion of NFL for a further period of 03(Three) Months on Same Rates, Terms & Condition of Contract

1.6.0 COMPLETION PERIOD

The entire job is to be completed within **06 (Six) Months** from the date of handing over of the site. Date of start of job / handing over of site shall be intimated in writing. This period of 06 months may be handed over to contractor in one or more phases.

1.7.0 DEFECT LIABILITY PERIOD:

Defect liability period of works unless otherwise specified shall be **12 (Twelve)** months from the actual date of completion of work as per completion certificate issued, or the expiry of the full next following monsoon season (i.e. 15 July to 15 October following the actual date of completion) whichever shall be later.

The contractor shall at his own cost and initiative, correct repair and/or rectify any / and all defect(s) and/or imperfections in the design of the work (in so far as the contractor shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the contractor failing to do so, NFL reserves the right to get the same repaired **at the risk & cost** of the contractor PLUS 25 % (Twenty Five percent) Departmental Charges, and the expenditure so incurred by NFL shall be adjusted towards the said Security Deposit and / or any other due lying with NFL.

1.7.1 RELEASE OF SECURITY DEPOSIT:

The contractor shall deposit SD excluding GST towards faithful performance of the contract. National Fertilizers Limited 91 The Security Deposit together with EMD/Initial Security Deposit shall be 10% of the contract / Works order value excluding GST. Initial Security Deposit (ISD) shall be 2.5% of the Contract Work Order Value which is required to be deposited within 15 days of the issue of the Letter of Intent (LOI) /Work Order (WO) by the successful tenderer. EMD can be adjusted against SD.

The balance security deposit amount shall be recovered @ 7.5% from each running bill and the final bill so as to make the total security deposit at 10% of the Contract / Work Order Value. In case work is split between two or more parties, SD shall be submitted based on the value of split order.

No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from RA bill/security deposit. Security deposit shall be returned to contractor after successful completion of the contract and obtaining "No objection certification" from executive department after expiry of Defect Liability Period.

The successful tenderer can furnish a Bank Guarantee from any of the scheduled bank excluding Gramin / Co-operative Bank in the form specified by NFL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for a period of ___ months (contract period plus defect liability period) plus 3 months claims period. The Bank guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through contractor.

The Contractor shall also arrange a copy of swift message, for confirmation of BG (including all amendments) through SFMS mode, from the BG issuing bank generated on communication regarding issue of BG to our designated bank ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031, as per following details:-

(i) IFN 76 COV for issuance of bank guarantee

- (ii) IFN 767 COV for amendment of bank guarantee
- (iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 76 COV/IFN 767 COV.
- (iv) Issuing bank shall mention NFL beneficiary code as NFLNATIONAL04022015 in field 7037 of IFN760COV/IFN767COV.

1.8.0 **APPLICABILITY TAXES :**

- a) GST shall be paid extra, Clause with regard to GST given in the NIT / GTC shall be applicable. To remain competitive, bidders are advised to work out their rates excluding the impact of taxes paid on the input materials/services to be used in execution of contract as the same shall be set off in the form of input tax credit against GST paid by NFL on their billed amount.
- b) TDS @ 2 % (1% CGST and 1% SGST or 2% IGST) shall be deducted as per provisions under GST Act in case taxable contract value of services/goods or both is more than Rs.2.50 lac.

1.8.1 **Applicability of Building & Other Construction Workers Welfare Cess Act, 1996:**

NFL shall deduct Income Tax / Commercial Tax / Cess including BOCW Cess at source from all payment due and to be made to the contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.

Note: Minimum rate for recovery of BOCW Cess is 1% of the Contract Value.

1.9.0 **PENALTY:**

If there is any delay in the final completion of the work at any job site or specific works in respect of which a separate progress Schedule has been established, beyond the final completion of the work or works aforesaid at the job site as stipulated in the Progress Schedule, the owner shall (without prejudice to any other right of owner in this behalf) be entitled to recover liquidate damages for the delay at **1% (one percent) of the total contract value for each week or part thereof** that the work remains incomplete beyond the scheduled date of final completion for the work or works, as the case may be at the job site, **subject to a maximum of 10% (ten percent)** of the total contract value of work on completion . These Liquidated Damages shall be recovered from the R.A. / Final Bill of the contractor of this work, or from any other dues of the contractor against any other contract, or from any other dues of contractor lying with NFL. The total contract value means the total value of work executed on completion.

- 1.10.0 **Quantum of Job : NFL does not guarantee any quantum of work to be executed. Quantity of any item may decrease or increase at time of execution depending upon requirement. No claim from contractor shall be entertained on behalf of this.**

2.0 **SPECIFICATIONS:**

2.1.0 **GENERAL SPECIFICATIONS**

- 2.1.1 The specification for workmanship shall be as described in the Central Public works Department latest “specifications” including amendments, unless otherwise specified. These CPWD specifications shall be deemed to form part of this contract.
- 2.1.2 The CPWD specifications shall take precedence over the provisions in the Bureau of Indian Standards (BIS) specifications. Wherever CPWD specifications are silent, the relevant BIS specifications shall be referred. Testing of all material(s) will be done as per relevant IS Code with necessary test charges paid by contractor. Party will have to submit necessary Material Test Certificate (MTC) for various Materials before installation at site.

2.1.3 Material Brand / Specification:

S. No.	Item Name	Name of Brand/Grade/Specification
1	Ceramic/Glazed Tiles / Floor Tiles/ Vitrified Tile	Kajaria / Somany / Nitco/ Orient Bell
7	Aluminum Work	Jindal / Hindalco / Nalco
8	Commercial Ply, Boards & Laminates etc.	Greenply, Century, Duroply, Uniply, Kitply, National, Sainik, Greenlam, Marino
9	Glass/Mirror	Modi, TATA, Saint Gobain
10	Door / Window - Fittings, Fixtures, Hardware and other Accessories	Godrej, Everest, Hardwyn, Hettic, Unique, Universal, Link, Romson,
11	Steel	TATA, SAIL, Jindal
12	Roofing Sheet (GI/FRP/GS/Polypropylene Reinforced Cement / Fiber Cement/Polycarbonate /AC etc)	Tata, Jindal, Everest, Interarch, Hindalco
13	Distemper / Apex / External Paint / Enamel Paint / Primer	Asian Paint/ Berger / Nerolac
14	Water Proofing Compound	Pidilite / Sika / Fosroc / BASF
15	UPVC / PVC Doors / Window	Jindal / Syntax / Fenesta
17	Tile Adhesive (Cement/Epoxy Based)	Asian Paint Smart Care / Birla Aerocon / Redwood / BASF / MYK LATICRETE
18	Tile Grout (Cement/Epoxy Based)	Asian Paints Smart Care Tile Grout, Weber(Saint Gobin), Pidilite, JK Tile Grout / MYK LATICRETE
22	White Cement / wall Putty / POP	JK wall Care putty / Birla White wall Care/ Asian paint

Note- This above list contains approved Makes/Brand for few item(s) only. Make/Brand for other item shall be finalized by NFL Engineer-in-Charge. The contractor must obtain approval of makes of all materials before Execution of Job. The contractor must submit the sample(s) before procurement of material. NFL shall not be responsible for rejection of any sample not accepted by NFL officials. In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge. All Consumable Materials/Item must enter NFL Premises through proper channel only (entry at Material through security persons in written). The register is being maintained by security personnel at the factory's Main Gate, for which NFL will issue instructions for their entry at the gate. Payment of such consumable items/material shall be made according to consumption factors mentioned as per CPWD Specifications. Tiles shall be double charge gloss finish or Matt finish as the case may be / approved by Engr in charge.

2.1.4 Before quoting the rates, contractor/party ensure the availability of all Items/Material as per specification laid in Tender Document. In event of non-availability of any item / material as per specification laid in Tender Document, contractor/party will have to submit non-availability report and arrange same type of item / material with superior specification at its own cost as per direction of Engineer-in-Charge, nothing shall be paid extra on account of this.

3.0 TERMS OF PAYMENT :

- a) Payment of monthly running account bill complete in all respect shall be made after making necessary recoveries as per contract within 30 days of receipt of bill by NFL, complete in all respects.

Payment of final bill shall be released within 60 days or otherwise stipulated in the NIT/WO after receipt of bill completed in all respect. Payment of 10 % security deposit/deducted shall be released after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall be made with in a period applicable as per MSMED Act or payment terms as per NIT/WO , whichever is earlier.

- b) The contractor has the option to receive payment through Electronic Funds Transfer (EFT)/RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No.(All digits in case of CBS branches),Place of branch, Branch Code(IFSC CODE-II digits) to enable NFL to release payment accordingly. All bank charges will be to their account.
- c) Contractor shall submit bill in triplicate to the Department along with measurement sheet duly verified by area in-charge. The area in-charge will forward the bill after verification to F&A Department for payment through HOD.
- d) NFL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS–GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.
- (e)The contractor shall furnish along with each running bill a certificate that he has complied with statutory provisions relating to Minimum Wages, PF & ESI and Contract Labour (R&A) Act, 1970 etc. and shall also submit copies of Wage Sheet, PF & ESI Challan.
- (f) Bill should be signed by a person holding power of attorney or authorized representative of contractor.
- (g)In addition to above terms, payment of final bill will be made subject to, inter alia, following terms:
 - 1. Payment of final bill will be made to the contractor after submission of certificate from CISF Gate that all the gate passes issued to the labourers of the contractor have been returned alternatively no objection certificate may be provided from CISF.
 - 2. The Payment of final bill will not be made until the contractor has handed over the peaceful vacant possession of land, if any, handed over to him free from all encumbrances including offices, stores, workshop, temporary structure, lighting, fixture poles etc.
 - 3. Return of empty packing material, scrap and unconsumed material issued by NFL.
 - 4. The contractor shall be required to give a certificate along with final bill that he has made all payments towards wages as defined under the Payment of Wages Act, 1936 and Contract Labour (R&A) Act, 1970 and has also complied with other provisions of Labour Laws in respect of manpower engaged/employed for the execution of work.
 - 5. The contractor is further required to give an undertaking stating that in case any dispute arises on account of deployment of manpower/labour, contractor would be responsible to discharge the statutory obligations, if any, and NFL will stands indemnified against any such claim/demand made in future.

3.01 PAYMENT TO MSMED PARTIES

GOI has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financiers, which is termed as Trade Receivables Discounting System (TReDS). NFL is already registered on RXIL TReDS platform.

MSME Bidders are requested to kindly register on the TReDS platform and avail the TReDS facility, if they want to.

The Detail of RXIL contact person is as below:

Contact Name: Mr. Prajay Shukla

Contact No. : 8090051171

E-mail id : prajay.shukla@rxil.in

Bidders upon successful delivery shall submit their invoices along with the mandated enclosures including TReDS details. Upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures, NFL shall process the invoice for payment as per details submitted on TReDS platform. Any unfinished invoice/s of MSME bidders seeking payments from NFL directly shall be processed as per the Standard payment terms agreed in PO/contract.

All financing cost for using the facility shall be borne by the MSME bidder only.

4.0 ELECTRIC POWER CONNECTION:

- a) Three Phase / Single Phase Electric Power connection shall be provided FREE OF CHARGE, by NFL, subject to availability, for operation of Electrical equipment, tools, Concrete mixer, Concrete Vibrator, Dewatering Pumps, Elect. Drill machines, Cutters, Grinders, Hand Saws, Screw Drivers, Flood Lights, Hand Lamps, etc. or any other elect. Tool / Appliances required for executing the work. The contractor will provide at his cost, Extension Boards fitted with on / off switches, sockets etc and wire required for taking connection from main receiving line upto place of working.
- b) All the apparatus brought by the contractor in the plant / working areas should be electrically operational and healthy with sufficient length of cable having proper size and insulation. All single-phase equipments like drill machines, grinders, floodlights, hand lamps, small pumps, etc. shall be fitted with 3-pin plug top. Industrial plug tops shall be provided by the contractor, for free tapping of power from the points wherever industrial plug sockets are provided in the field for flood lights / Hand Lamps, operating cutting tools / drill machines and the like . No loose wires are to be used in the sockets for topping the electrical connection.
- c) It will be the responsibility of the contractor to ensure that NFL Plug Points/installations are not tampered. All electrical connection from power outlets will be connected by NFL staff. Wherever portable hand lamps are used in the vessels, the voltage shall not exceed 24 volts.

5.0 Agreement:

Successful party should be required to submit the Agreement required as per Clause No.1.38.0 of GTC on the Non-judicial Stamp Paper (NJSP) of the appropriate value which will be applicable at the time of its execution in the State of Haryana.

6.0 SCOPE OF SUPPLY OF MATERIALS BY NFL.

- 6.1 **Free supply of Cement and TOR Steel** - OPC Cement and Tor Steel required to be consumed in the different items of work shall be supplied by NFL free of cost. Tenderers shall have to quote their rates for Cement and Tor Steel consuming items considering Cement and Tor Steel as free supply by NFL.

- 6.2** The above materials shall be supplied from NFL Main Stores situated in Factory area. The contractor has to transport the material from Main Stores to the site of work in CISF Township areas including loading and unloading of the same within their quoted rates. The supply and recovery of above materials shall be governed by GDCC.

Note- NFL may at its discretion award any other / additional work of any magnitude on the final agreed rates, terms and conditions, as per the work order.

7.0 CONCILIATION & ARBITRATION

FOR INDIAN PARTIES

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof shall be resolved amicably through negotiations by the parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to the other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority (CMD / Functional Directors/ Unit Head), which may be specified as per contract value (Ref : CO Legal circular no. NFL/CO/Law/979 dated 2-3-2020)

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration exceed Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder.

It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/ differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate of SBI PLR / Base Rate applicable to NFL on date of award of contract.

The Seat and venue of Arbitration shall be at Delhi/Place of respective Unit/Place of Zonal Office.

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

(ii) Arbitration for Foreign Vendors /Parties:
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Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by Arbitration

administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration rules of Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Seat and venue of Arbitration shall be at New Delhi, India.

The language of the Arbitration shall be English.

This contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India.

(iii) Arbitration for CPSEs and Government Department:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (other than those related to taxation), such disputes or differences shall be taken by either party for resolution through AMRCD as mentioned in DPE OM No. 5/0003/2019-FTS-10937 dated 14-12-2022 and decision of AMRCD on the said dispute will be binding on both the parties.

SCOPE OF WORK

The scope of work for “**Renovation of Corridor of Technical Building**”. under this contract broadly includes Dismantling and Replacement of old Windows with Aluminum frames, Cemented Floor with granite and vitrified tiles and wooden paneled roofing of corridor with False Ceiling panels as per W.O.

1. Keeping in view the necessity of Technical Building Corridor, the work for “**Renovation of Corridor of Technical Building**” will be executed during office hours; however selected Portion/area(s) of building may be handed over to party in phased manner for execution depending upon availability of such Area(s).
2. Along with Corridor of Technical Building 04 (Four) nos. offices of technical building are to be provided with vitrified tiles as per W.O. which shall be decided by Engineer In Charge .
3. Party has to make its own arrangement to cordon off the construction site (with Green Color Netting Cloth/ Large Size Polythene sheets to avoid) from remaining area so has to create least hindrance to Corridor Users.
4. The contractor has to construct a covered Office-cum-Store for Safe and Sound storing of Free Issued Material i.e. Cement and other material at site at his own cost. The land will be provided by NFL and ground rent charges shall be recovered as specified in GDCC.
5. For execution of work widows shall be dismantled and to be re-fixed after necessary modification for smooth operation.
6. All the defects shall be removed by contractor as defined well in time before declaration of completion of work.
7. Dismantling of Door / Window / shutters means safely removal of all items as per direction of NFL Engineer and deposit it to NFL Civil Office store or as decided by Engineer-in Charge.
8. Serviceable material / scrap obtained from dismantling shall be deposited in the NFL Civil Office store and rubbish shall be disposed of with in factory area/CISF Township up to a lead of 1Km as per direction of Engineer-in-charge.
9. For disposal of rubbish, in various items of Work Order, wherever nothing is mentioned about disposal, it will mean that the disposal of rubbish will be done to the pre-determined disposal yard located at different locations in factory and township as per instruction of Engineer-in-charge within final agreed rates as per work order.
10. Size of Doors/Window may vary from each other; party/contractor will have to fabricate all Doors/Window accordingly.
11. Contractor must have to maintain horizontal and vertical alignment of door. All the gaps from Sides/Top/ Bottom must be removed by plastering before fixing of section.
12. Gauge, Shape, Color, Coating etc. for Aluminum Section for Doors and Window must be finalized after discussion with NFL Engineer/Representative.
13. All Material(s) i.e. Aluminum /Tiles/Granite/Glass etc. should have Sharp edges, free from any type of Bend and Defect. rIn event of any defect found in material, party has to make necessary arrangements for removal of such defective material(s) rejected by NFL and replace the same with one at its own Risk and Cost.

14. If any item as per specification mentioned in Work Order or STC is not available in market at time of execution, then contractor will have to arrange the same item with superior specification as per instruction of NFL Engineer at his own cost. Nothing extra shall be payable on account of this.
15. The arrangements for all types of staging / scaffolding for safe approach at work site have to be arranged by the contractor at his own cost within final agreed rates as per work order.
16. The contractor shall provide and maintain all tools, Safety Equipment and Accessories, required for safely and satisfactory execution of work during the period of the contract at his own cost. No person shall be allowed to enter inside Factory Area / Construction Site without PPE's i.e. Helmet, Shoes etc. as per NFL Safety Norms. Smoking/Drinking is strictly prohibited in Factory Area.
17. For doing the work in plant area the workers, supervisors, Engineers are allowed to come in the plant area with proper gate passes. NFL will issue necessary gate passes to such persons for whom the request is made by the contractor. NFL will not be responsible for late entry of the persons through the gate due to the absence of gate passes.
18. All Consumable, Non-consumable Materials, Tools which belong to Contractor must be entered in NFL Premises through proper channel only. The register is being maintained by security personnel at the factory's Main Gate, for which NFL will issue instructions for their entry at the gate.
