



BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

**Operation and Comprehensive Annual Maintenance
Contract of M/s SAFE or ICL Booster Compressors of
BGL at Hyderabad.**

**UNDER LIMITED DOMESTIC
COMPETITIVE BIDDING IN TWO BID SYSTEM**

Bid Document No.: BGL/340/2016-17

VOLUME-II of II



Bhagyanagar Gas Ltd.
BHAGYANAGAR GAS
LIMITED

Tender for Operation and Comprehensive Annual
Maintenance Contract of M/s. SAFE or ICL Make
Booster Compressors of BGL at Hyderabad.

VOLUME II
OF II

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SECTION 7

SERVICE REQUISITION

Service requisition for Comprehensive AMC of Booster Compressors (M/S. SAFE OR ICL make):

S.No	Station name	Make of Compressor	Proposed Period (Months)
1	Sarooranagar-COCO(1st Compressor)(from 01.02.2017 to 31.01.2019)	(M/S. SAFE OR ICL make)	24
2	Sarooranagar-COCO(2nd Compressor)(from 01.02.2017 to 31.01.2019)	(M/S. SAFE OR ICL make)	24
3	KVS Service Station,Bowenpally(HPCL RO)(from 01.02.2017 to 31.01.2019)	(M/S. SAFE OR ICL make)	24
4	APSRTC,Hakimpet Depot(1st Compressor)(from 01.02.2017 to 31.01.2019)	(M/S. SAFE OR ICL make)	24
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6	Ramesh Fuel Point,Dhoolpet(HPCL RO)(from 01.02.2017 to 31.01.2019)	(M/S. SAFE OR ICL make)	24
7	Sri Radha Raman Service Station,Naryanaguda(HPCL RO)(from 01.02.2017 to 31.01.2019)	(M/S. SAFE OR ICL make)	24
8	Mallikarjuna Service Station, Ramachandra Puram (HPCL RO) (from 01.02.2017 to 31.01.2019)	(M/S. SAFE OR ICL make)	24
9	Sidharth Filling Station, Bahdurpally (HPCL RO) (from 01.02.2017 to 31.01.2019)	(M/S. SAFE OR ICL make)	24



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SECTION 8 SCOPE OF WORK

Scope of Work:

The Contractor must follow the Operation & Maintenance requirement as stated below but not limited to and ensure to provide trouble free services to the satisfaction of the owner.

1. Accommodation / transportation / medical

The contractor shall make his own arrangement for the accommodation of his personnel at respective locations and subsequent transportation arrangement for them from their place of residence to work place or any other place as required and company shall have no obligation in this respect. The company shall not be responsible for providing any medical assistance to the contractor personnel.

2. Discipline

The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services contracted out and should any complaint be received against any of his employee; he shall arrange to replace such persons within 24 hours of notice issued by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this matter shall be final and binding on the contractor.

3. Gate pass / identity card

The contract shall arrange to supply / renew identity card to his workforce at his own cost, if so required by BGL for security or for any other reasons. Those contractor's personnel shall be required to carry their respective identity cards while on duty and produce on demand.

4. Right to get services carried out through their agencies

Nothing contained herein shall restrict BGL from accepting similar services from other agencies, at its discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time.

5. Sub-letting of contract

No part of this contract nor any share or interest therein in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly to any person / firm or Organization without prior permission of BGL.

6 The officer in charge shall have power to

- i) Issue the Contractor from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the Contractor shall carry out and bound by the same.
- ii) During the course of this contract, BGL can increase and/or decrease the number of the services / technicians to meet contractual requirements.

- iii) Order the Contractor to remove or replace any workman whom the company considers incompetent or unsuitable and opinion of the company representative as to the competence of any workman engaged by the Contractor shall be final and binding on the contractor.

7. Contract Repatriation and termination

BGL shall reserves the right at any time during the course of the contract, to terminate it by giving 30days notice to contractor, and upon expiry of such notice period the Contractor shall vacate the site / office occupied by him immediately.

However BGL shall reserve the right at any time during the course of the contract, to stop/suspend the services under abnormal circumstances by giving one week notice to contractor. Payment shall not be payable for such period of suspension.

On normalisation, BGL may ask for resumption of services in week's period.

8. Compensation for non-fulfilment of obligation under Annual Maintenance Contract (AMC)

If the Contractor fails to provide the required services,

Break-down penalty would be applicable as follows:

For each Booster Compressor:

- **For Shutdown restored within 6 hours on daily basis - No Penalty. The service provider can also club 6 hours for two consecutive days for 2 times a month without any penalty.**
- **For Shutdown beyond 6 hours – Penalty @ Rs 200/- per hour for the default period; will be on monthly cumulative basis rounded to nearest hour. For calculation of default period, will be recorded jointly by the service provider and owner on daily basis.**
- **For carrying out the periodic / scheduled / breakdown maintenance of compressor package the service provider shall be allowed a maximum of 18 hours once in a month.**

Maximum penalty would be applicable 70% on monthly net invoicing amount of each Booster Compressor.

9. General

The operation & maintenance services shall be provided on round the clock basis.

- a. The Contractor shall deploy adequate number of operators and technicians as well as tools & equipment for smooth and proper operation & maintenance of the compressors supplied in terms of the contract. In case required to meet operational

requirements, the Contractor shall augment the same as per direction of Engineer-in-Charge.

- b. The Contractor is required to carry out all services as mentioned in the Scope of Services and Schedule of Rates on all the 365 days including Sunday and all holiday and around the clock
- c. The Contractor shall allow weekly rest and daily working hours to his workmen as per the relevant Act / Law / and Rule made there under. However, no work shall be left incomplete / unattended on any holiday / weekly rest. Technician / operator provided shall have minimum qualification of ITI. Contract in person or his authorized representative shall provide the services on daily basis to interact with Engineer-in-Charge and deployed workmen.
- d. The workforce deployed by the Contractor for O&M services at CNG installation shall be of sound relevant technical professional expertise which is otherwise also essential from the safety point of view of the personnel of the Contractor as well as for the installation.
- e. Contractor has to ensure the safety of man and machine all the times. Damages of equipment due to negligence will be recovered as per the decision of Engineer-in-Charge, which will be final.
- f. Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.
- g. The Contractor shall make his own arrangements to provide all facilities like boarding and transport etc. to his workmen.
- h. All personnel of the Contractor entering on work premises shall be properly and neatly dressed and shall wear uniform, badges while working on premises of the company including work sites.
- i. Contractor shall maintain proper record of his working employee's attendance and payment made to them.
- j. The Contractor's representative shall report daily to the Supervisor at BGL office through telephone from R.O. for day to day working.
- k. All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by BGL will be strictly adhered to by the contractor
- l. The rates quoted by the Contractor must be inclusive of all taxes & duties except service tax. Service Tax to be quoted separately as specified in the SOR.
- m. It will be the responsibility of the Contractor to pay as per the minimum wages of the appropriate government applicable under the Minimum Wage Act 1948.

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- n. The maintenance services shall be provided on round the clock basis. The Contractor is responsible to provide effective and efficient services round the clock and assure that there is no disruption in the services for want of any resources.
- o. The Contractor shall deploy adequate number of technicians / operators at various site offices in consultation with Engineer-In-Charge to provide trouble free operation & maintenance of the compressors / dispensers. Site in charge shall always be available 24 hours on Mobile Phone.
- p. All arrangements for communication from control room to the contract person working on job under the services shall be the responsibility of the contractor, viz pagers / walky-talky / telephone.
- q. All the jobs mentioned under scope of services shall be carried out as per sound engineering practices, work procedure documentation, recommendation of the manufacturer and as per the guidelines / direction of engineer-in-charge of authorized representative.

10. Operation & Maintenance of compressor packages during contract period

- a. All OEM spares, required for carrying out the operation and maintenance of the complete compressor packages during the contract period, including periodic, breakdown maintenance for continuous and uninterrupted operation of the compressor packages shall be supplied by the contractor at free of cost to the owner.
- b. The Contractor shall have to keep / supply all the consumables such as lubricants, coolant etc. required for carrying out periodic, breakdown, emergency maintenance etc. of the package so as to minimize the down time of the compressor.
- c. All tools, tackles and fixtures required for carrying out the above maintenance of the compressor shall be in scope of the Contractor. The scope will also include handling equipment like crane, forklift, chain pulley block etc. required during the any maintenance activity.
- d. Any expert services required from principal company or OEM shall be arranged by the Contractor or his agent at his own cost. All arrangements like phone, fax, computer, internet etc. required for correspondences with above personnel shall be arranged by the Contractor.
- e. The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The Contractor shall provide the detailed preventive maintenance schedule along with
 - i) Estimated down time required for each type of maintenance schedule.
 - ii) List of spares and their quantities required for each type of maintenance schedule per compressor.
 - iii) Type and number of man days required for each type of maintenance schedule per Compressor.

- f. The Contractor shall use only OEM's certified spares during maintenance. In case, the schedule maintenance of the OEM manual recommends checking and replacing parts like valves, regulators, hoses, piston rings etc. after certain time interval, same shall be replaced or used further only on approval from the BGL representative. However any unto ward consequences for non-replacement of such parts shall be the responsibility of the Contractor.
- g. All routine and periodic checks / inspections required to be done as per OEM recommendation shall be done by the Contractor. Instruments required for above inspection like vernier calliper, micrometer screw gauge, fill gauges, bore gauge etc. shall be in scope of the Contractor and these instruments shall be calibrated every year.
- h. The Contractor shall submit a copy of the daily / weekly / fortnightly / monthly / bio-monthly / quarterly and yearly performance report to the EIC in both soft and hard form. All stationery including the printed material shall be in scope of the Contractor.
- i. All the maintenance / inspection job carried out by the Contractor shall be recorded and the report of the same shall be jointly signed by BGL representative.
- j. The EIC will be final authority to take decision with regards to maintenance or replacement of spares or any disagreement between the Contractor and BGL, during the execution of the contract.
- k. The Contractor shall carry out calibration of gas detectors and flame detectors every six months or earlier as per requirement or instruction of EIC of BGL. Also yearly calibration of all the instruments such as pressure gauges, transmitters, switches, mass flow meters etc shall be in the scope of the Contractor. In addition to the above all safety relief valves shall also be tested and calibrated every year.
- l. Calibration shall be done from government-approved laboratories and shall be carried out at least 15 days prior to the calibration due date.
- m. The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The Contractor shall plan such maintenances during non peak hours and in consultancy with the EIC of BGL. Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC. The scope shall include preparation of maintenance schedule for carrying out the maintenance during the contract period.

Brief Scope of Work:

1. Equipment under AMC

Comprehensive AMC proposed will be limited to the equipment listed under Hyderabad CNG stations as per details given below:

Sr. No.	Name of Equipment & Make	Model & Brief Specification	Qty. (Nos.)
1	Booster Compressor Package of M/S. SAFE OR ICL make	B 30-30 model of 250 SCMh capacity	9

Other accessories like Radiator with motors and pumps, Air Compressors, Control panel etc. related to the Booster Compressor packages.

2. Contractor team (Technician / Operator) – Roles and Responsibility:

The functions and responsibilities are listed below:

- a) To function as an integral member of the BGL O&M coordination team.
- b) Interface with Contractor / BGL on all equipment and system issues mobilize any Contractor / BGL resources required for scheduled or unscheduled maintenance.
- c) Assist BGL personnel with development and implementation of sound operating and maintenance strategy and procedures, including corrective action guidance.
- d) Assessments of consumables, operational and maintenance spares, OEM services etc. Maintain spares inventory well in stock to avoid any uninterrupted operations on round the clock basis.
- e) Provide reports as per BGL O&M practices.
- f) Conduct training programs for upgrading O&M resources, participate in all Contractor / BGL sponsored safety trainings.
- g) Collect and provide data as deemed necessary by BGL to analyze equipment performance.
- h) Responsible for performing all routine, breakdown & scheduled maintenance activities during O&M.
- i) Monitor the performance of equipments.
- j) Monitor all essential parameters of the running equipment and report any discrepancy in operational parameters.
- k) Responsible for log book data capturing, minor maintenance activities, safety of equipments for safe operations.

Maintenance team shall be made available for work on 24 Hrs. basis.

3. Scope of work – Operation & Maintenance

3.1 Spares & Consumables

All Spares and Consumables like Frame oil, Air Compressor lube oil, Coolant, DM water, Gear box oil, Grease etc. will be in Contractor scope during the Comprehensive AMC period. BGL shall approve the installation of OEM equivalent spares; however contractor should submit all the technical details of equivalent spares to the concerned EIC prior to installation for approval.

3.2 Tools & Tackles

One set of conventional Mechanical & Electrical general tools for maintenance job shall be provided by Contractor.

3.3 Special Services

- Contractor shall arrange calibration of all the instruments which are installed in the package annually after necessary approval from BGL
- Contractor shall arrange filling of Co2 cylinders quarterly, however the flooding system function check with discharging the Co2 shall be carried periodically and recorded

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- Contractor shall arrange visit of vendor representative for package routine maintenance depending on site requirement. Services like inspection, breakdown, top / major overhauls shall be taken care by contractor.
- Contractor shall arrange welder / plumber when required with material if required
- Contractor shall arrange Panel vendor / Software programmer visit when required with parts if required
- Contractor shall provide all necessary lifting equipment
- Contractor shall provide all necessary facilities of any additional repair, welding, testing, calibrations etc.
- OEM services if required for any Overhauls
- Maintenance of the instruments, transmitters, controls, switchgear with in the battery limit
- Contractor shall provide First Aid box at site
- Contractor shall provide painting of canopy and equipments annually / as and when required
- Contractor shall supply electrical system / panel which are damaged in case of power failure

3.4 Additional Services

Contractor shall provide any additional service that may be required, using the expertise and technology of OEM services and should provide a detailed inspection report

3.5 Scope for AMC Activities

Contractor shall depute site personnel as enlisted above for carrying out the AMC of the Booster compressor packages and Dispensers

Uninterrupted service shall be provided round the clock including Sundays and other holidays throughout the contract period. Contractor shall advise the schedule / predictive maintenance that need to be carried out and BGL will provide reasonable time period to carry out such work.

Technician's activities are as detailed below:

1. All annual O&M spare parts (regular / breakdown / overhauling) will be in the scope of Contractor.
2. Round the clock trouble free and safe operation and maintenance of the following equipment as per laid down operating procedures
 - a) Gas compressors, Electric motor, Cooling system, Overhead makeup coolant tank, Gas line with in the battery limit, Valves etc.
 - b) Instrumentation – PTs, TTs, PGs, FTs, Electronic panels, Control valves, PSVs etc.
 - c) Electrical panel, Radiator system, Air compressor system and Co2 flooding system.
3. Upkeep of all operational and maintenance records and everyday logging of all the critical parameters of equipment, hours run and any specific maintenance / repairs carried out including material / spares consumed
4. Continuous vigil on the condition of running equipment.

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5. Preventive maintenance schedule of all the equipment to be followed religiously using genuine OEM / OES spares and to be recorded in logbook.
6. Fault finding and troubleshooting of the equipment are carried out and maintain the record of it.
7. Schedule maintenance shall normally be carried out by interacting with Engineer in charge during day time general shift, however routine checks and maintenance to be carried out on round the clock.
8. Upkeep of equipment shall be taken up immediately after completion of maintenance or a repair and area shall be kept neat and clean. The waste generated during maintenance shall be dumped in a designated area with in the CNG station.
9. Provide the quality and adequate quantity of lubricating oils and cleaning agent as per OEM recommendations.
10. Coordinate calibration of the instruments and maintain records.
11. MIS duties – all Checklists, DPRs, Monthly reports miscellaneous correspondence regarding resource requirements and information required by management as and when required.
12. Providing resources such as tools, cotton waste etc. as required for operations.
13. Providing all personnel with the necessary PPE like Safety shoes, Hand gloves, Cotton uniform etc. and ensure that the personnel shall all the time use PPE when they are at site.
14. Disposal of empty barrels / burnt oil barrels shall be disposed according to documented procedure.
15. All wastes (hazardous, bio-degradable & non-biodegradable) are stored & disposed off as per documented procedure



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SECTION 9

SPECIAL CONDITIONS OF CONTRACT

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1. Payment Terms:

Monthly running account bills in triplicate subject to carrying out maintenance as per the scope of the work. Payment shall be made from the F&A Dept. of BGL, within 15 days from the date of receipt of the bill. The bill should be submitted along with the copies of all monthly reports like scheduled maintenance, statutory testing reports, service reports and other relevant reports as necessary duly certified by station In-Charge/Engineer-In-Charge.

2. Contract Performance Guarantee:

Within 30 days of the receipt of the notification of award (LOI) from the OWNER, the successful bidder shall furnish the Performance security in accordance with provision of contract in the form provided in the bid document for two years from the date of Work Order.

The Performance security shall be for the amount equal to 7.5% of one year's contract value (excluding taxes & duties) of the contract awarded towards faithful Performance of the contractual obligations and Performance of services. The Performance security shall be in the form of Crossed Demand Draft/Banker's Cheque or Bank Guarantee in favor of BGL, Hyderabad. Bank Guarantee shall be from any Indian scheduled commercial bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank or Indian scheduled commercial bank in case of foreign bidder. However, other than the Nationalized Indian Bank, the bank whose BG are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head, as per proforma enclosed in the Tender Document.

The Bank Guarantee shall be valid for a period of 28 months from the date of issue of LOI / WO.

The Bank Guarantee will be discharged by BGL not later than 3 months from the date of expiration of the seller's obligations under the contract. Defect Liability Period (DLP) is 3 months from the date of completion of the contract.

Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the OWNER may award the order to the next lowest evaluated bidder or call for new bids at its discretion at the risk and cost of the successful Bidder.

3. Mobilization Period:

Within Two weeks from the date of written communication / instruction from EIC.

4. Extension of Contract:

The contract may be extended for a maximum period of one year at the sole discretion of BGL, subject to satisfactory performance of the Vendor during the contract period.

5. Statutory Requirement:

The Bidder shall necessarily have PAN, PF, ESIC and Service Tax Registration number in its name. Copies should be provided along with the Bid Document.

6. Service tax in General and the applicability for this tender:

A. Service Tax shall be considered at the rate of 15 % for Service Contracts and in case of works contract, service value portion shall be calculated considering the abatement percentage (i.e. 60% for Original Works and 30% for other works) of the total amount charged for the purpose of discharging liability of Service Tax by Bidder & Buyer.

B. *Where the bidder is Individual /HUF/Partnership Firm/Association of Persons*, the service tax liability in case of a works contract will be discharged by bidder and buyer (BGL) in the ratio of 50%-50%. Hence bidder should mention his entity status along with necessary proof supporting the same. The bidder has to indicate the details under "**PARTICULARS & DECLARATION OF BIDDER**". Bidder should also indicate BGL's service tax portion on his invoice, as payable by the recipient (BGL). However, the same will not be added in bill amount.

C. Bidder should quote his applicable service tax rate clearly under "taxes & extra" in price bid.

D. In the evaluation, the total service tax i.e. the liability by Bidder & Buyer towards service tax shall be considered as under.

i) For Individual / HUF / Partnership Firm / Association of Persons Bidder:

a) The bidder should quote his applicable service tax rate as if any separately and not as inclusive under "**Taxes and Extras**" in price bid.

b) In case, if the bidder quotes the rate, 'Inclusive of Taxes / Service Tax', it would be considered as if the bidder has included his service tax liability alone. Accordingly BGL's liability of ST on basic value would be loaded for evaluation purposes and the evaluation shall be carried out accordingly.

c) Even if the bidder quotes inclusive of taxes, please provide break up of Bidder's portion of service tax clearly in "**PARTICULARS & DECLARATION OF BIDDER**".

d) **E.g. In case of works contract service under other than original works, service tax liability of bidder will be 5.25 % & buyer's (BGL) liability will be 5.25 %. (i.e. 15% *70%*50%). In case of original works bidder's liability will be (3%) and buyer's liability will be (3%) i.e. 15%*40%*50%.**

ii) For Corporate Bodies (Pvt / Public Limited etc.):

a) In case of Corporate Bodies, discharging of Service Tax liability will be by the Bidder. No addition/ adjustment will be made by the buyer (BGL) for evaluation purpose.

b) In case, if the Corporate Body Bidder quotes the rate, 'Inclusive of Taxes / Service Tax', it would be considered that the bidder has included the total Service Tax liability. The evaluation shall be carried out accordingly.

- c) E.g. In case of works contract under other than original works, service tax liability of the bidder will be 10.5 % (i.e. 70% of 15%) & buyer's (BGL) liability will be 0%. In case of original works bidder's liability will be 6% (40% of 15%) & buyer's (BGL) liability will be 0%.

iii) For bidders where service tax is not applicable (i.e. turnover less than the threshold limit which is currently Rs 10 Lakhs):

In case of such bidders, BGL portion of service tax under reverse charge in case of works contracts will only be added for evaluation purpose.

IMPORTANT NOTES FOR "EXTRA TAXES AND DUTIES":

- 1) Please indicate the exact charges applicable as on the date of submission of bids in % terms clearly. **DO NOT specify "At Actual", "by BGL" etc.**
- 2) It is the responsibility of the bidder to ascertain the exact charges applicable towards various Duties & Taxes (including charges towards Octroi, entry tax etc. if any applicable) prevailing at the time of submission of bids.
- 3) In case any of the charges being Not applicable, Nil, or inclusive in the rates quoted by you, the same may be indicated clearly against the space provided for the same.
- 4) In case any of the above boxes are left blank, the same will be construed as "NIL" for the purpose of evaluation, and PO will be placed accordingly.

The invoice / documents raised by the Contractor shall enable the Corporation to avail Set Off from the Statutory Authorities (VAT, Service Tax etc.) The unpriced bid documents of the tender to be submitted with copy of the relevant registration certificates.



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SECTION 10

SCHEDULE OF RATES (SOR)



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S.No	Description	Unit	Qty (A)	Unit Rate (Rs) (B)	Total Amount in Rs (C=A+B)
	Comprehensive Annual Operation and Maintenance of (M/s. SAFE OR ICL) make and its accessories including all consumables, spares, Manpower, lubricants, carrying out regular, periodical and Breakdown maintenance as per OEM's specification etc., excluding electricity power charges at following locations:				
1	Saroonagar-COCO(1st Compressor)(from 01.02.2017 to 31.01.2019)	Months	24.00		
2	Saroonagar-COCO(2nd Compressor)(from 01.02.2017 to 31.01.2019)	Months	24.00		
3	KVS Service Station,Bowenpally (HPCL RO)(from 01.02.2017 to 31.01.2019)	Months	24.00		
4	APSRTC,Hakimpet Depot(1st Compressor)(from 01.02.2017 to 31.01.2019)	Months	24.00		
5	APSRTC,Hakimpet Depot(2nd Compressor)(from 01.02.2017 to 31.01.2019)	Months	24.00		
6	Ramesh Fuel Point,Dhoolpet(HPCL RO)(from 01.02.2017 to 31.01.2019)	Months	24.00		
7	Sri Radha Raman Service Station,Naryanaguda(HPCL RO)(from 01.02.2017 to 31.01.2019)	Months	24.00		
8	Mallikarjuna Service Station, Ramachandra Puram (HPCL RO)(from 01.02.2017 to 31.01.2019)	Months	24.00		
9	Sidharth Filling Station, Bahdurpally (HPCL RO)(from 01.02.2017 to 31.01.2019)	Months	24.00		
Sub Total Amount in Rs. (I)					
Service Tax@-----% (II)					
Grand Total amount Inclusive of all applicable taxes and duties in Rs.(III=I+II)					

- Note:** 1. All the Pages of the Schedule of Rates should be signed and stamped by the bidder.
2. Bidder should quote exactly as per the format specified in Schedule of Rates.