

Clarifications to the pre-bid queries raised during pre-bid meeting held on 28th March-2018 including amendments to the Tender clauses – reg.				
Sr. No.	Page and Clause No.	Tender Specification Requirements	Queries	Clarification from IPGL
01	Pg. no. 20, clause 3.7	As per the contract awarded by IPGL to M/s. Cargotec Solution Oy, the period of completion is 20 (Twenty) months from the date of opening of Letter of Credit (LC) in favour of M/s. Cargotec. In case, the Crane manufacturer (M/s. Cargotec) is expediting to complete the work ahead of the schedule, the TPIA shall arrange to mobilise extra man power required without any financial implication to IPGL.	<p>1) There has to be some strict time frame within which Cargotec Solution has to complete the project, it would be unfair for us to mobilise extra man power without any financial implication for very long time.</p> <p>2) When do you intend to start the project? Any tentative date or month?</p>	<p>Tentative proposed schedule given by M/s.Cargotec is attached. Same will be reconfirmed during kick-off meeting.</p> <p>Tentative date of start of work is 15th May, 2018.</p>
02	Pg. no. 20, Clause no. 3.8	The rates and amounts quoted by the Tenderer shall include all payments on account of taxes, levies, duties, royalties etc. payable to any other authority or Body Corporate and all other incidental charges that the Tenderer may have to bear for the execution of the Works. The tenderers shall make their own	<p>We would like to bid using daily man day rate. Any exceeding in days will change overall price.</p> <p>(This rates will include all applicable taxes)</p>	<p>Tender Condition Prevails.</p> <p>The price quoted has to be lump-sum cost as per format of price schedule (Page 70-71 of tender).</p> <p>Please refer note below of price schedule.</p>

		arrangements to ascertain the applicable rates of taxes from the concerned Govt. Authorities. In case of the rates of other taxes, if any, payable, the tenderers are required to ascertain the same and include the same in price quoted.		
03	Pg. no. 47, Annex – XXIV, section 1	Design Review and Approval of Main Structure Analysis Results	<p>1) How many type of design/drawing available for individual cranes?</p> <p>2) Whether all Cranes are of same capacity?</p>	<p>M/s.Cargotec shall provide list of drawings and their priority of approval in Kick-off meeting.</p> <p>Yes, all 14 nos cranes are similar.</p>
04	Page no 17 and clause no 3.1.6	“Works” means Carrying out the work of Third Party Inspection at the contractor’s premises (M/s Cargotec Solution Oy, located in China and at IPGL site, Chabahar Port, Islamic Republic of Iran) for the contract “Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of Fourteen(14) Nos. New Rubber Tyred Gantry Cranes (RTGCs), of 40 MT Capacity under spreader at Chabahar Port, Islamic Republic of Iran.”	<p>i) Please clarify whether all the fourteen (14) Nos. of RTGCs will be fabricated, assembled and tested at one place in china.</p> <p>ii) Please provide the address of that place where fabrication, assembly and testing will be done.</p>	<p>Yes.</p> <p>The factory address of M/s. Cargotec is; Rainbow-Cargotec Industries Co.,Ltd Dangqian Gate,Taicang Port Economic and Technological Development Zone Suzhou Liangsu,China</p>

		awarded by IPGL to M/s. Cargotec.		
05	Page no 20 and clause no 3.7	As per the contract awarded by IPGL to M/s. Cargotec Solution Oy, the period of completion is 20 (Twenty) months from the date of opening of Letter of Credit (LC) in favour of M/s. Cargotec. In case, the Crane manufacturer (M/s. Cargotec) is expediting to complete the work ahead of the schedule, the TPIA shall arrange to mobilise extra man power required without any financial implication to IPGL.	<p>i) For erection of all the 14 RTGCs in Iran at site what will be the approximate time period.</p> <p>ii) Specify approximate time period for the testing and commissioning of all 14 Nos. RTGCs</p> <p>iii) Please submit us the final schedule in the form of BAR chart for all the activities</p>	<p>It is understood from Cargotec the RTGCs will be shipped in assembled condition.</p> <p>Please refer attached tentative schedule provided by Cargotec.</p> <p>Tentative proposed schedule given by M/s.Cargotec is attached. Same will be reconfirmed during kick-off meeting.</p>
06	Page no 23 and clause no 3.16	The TPIA shall indemnify IPGL in the event of the IPGL being held liable to pay compensation for injury to any of their Inspectors or Servants or workmen deployed by TPIA, under the Prevailing applicable Workmen's Compensation Act, as amended from time to time or under the applicable laws of Government of China and Iran (if any) and shall take out an	What are the provision for Insurance of surveyors and safety at China, Iran and at vendor's location all over the world? Whether professional Insurance is suffice to cover the same or we need to have separate Insurance.	Please refer clause no 2.5, 3.5, 3.8 and 3.16 which holds good.

		insurance policy covering all risks under the statutory rules and regulations and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same before arrival of equipment to the Engineer In-charge and shall be valid till issuance of Final Acceptance Certificate (FAC) for the contract.		
07	Page no 47 and clause no 1.0 of ANNEX-V	Design Review and Approval of Main Structure Analysis Results: (a to l)	<p>i) What is the period for Design Review and approval of Main Structure, Machinery and Electrical Drawings?</p> <p>ii) Whether the awarded contractor will submit all structural, machinery and electrical drawings with back up calculations with native input files of analysis.</p> <p>iii) Which is the analysis software contractor use to analyze structures.</p>	<p>Please refer tentative schedule provided by M/s Cargotec.</p> <p>Except for confidential trade secrets, patent-rights and intellectual property owned by M/s.Cargotec, rest will be submitted by the manufacturer on request, provided such back-up calculations cannot be computed by TPIA, on its own, based on data available.</p> <p>M/s. Cargotec shall indicate same during kick-off meeting.</p>

08	Page no 51 and clause no 6. b.	Witness tests on spreaders prior to shipment. Witness test on control panel and drive systems. (Testing of bought out items to be preferably done at Cargotec site or at vendors site if in vicinity)	Whether all bought out items (including spreader, control panel, drive system and motors) are to be witnessed at Cargotec site or at vendors site if in vicinity?	Testing of bought out items to be preferably done at Cargotec site or vendor site if in vicinity.
09	-	-	Provide us the contractor tender for our information.	The successful TPIA will be issued a copy .
10	-	-	Whether Iran site visit is mandatory to TPIA at the initial phase of work?	Iran visit is not mandatory at the initial phase. However, it is mandatory on receipt of shipment and for final testing and commissioning.
11	Page no 50 and clause no 5. f.	Certification of the crane for meeting the FEM / Equivalent International classification and requirements as detailed at clause 2.2** & 2.5# of the contract awarded to M/s. Cargotec for supply of 14 Nos. RTGCs.	Are all the 14 RTGCs are identical in all respect viz capacity and design?	Yes
12	Page no 71 and note no 3	In Case there was delay from the contractual completion date on the part of the crane manufacturer, then IPGL will make proportionate payment to the TPIA.	As per clause no 3.10 page no 21. TERMS OF PAYMENT, how the payment will be divided proportionally for three terms of payment given in the above clause.	For First stage payment of 5% - delay not applicable. Second stage payment of 80% is spread over first 15 months. Any delay beyond 15 months, the payment will be on pro-rata basis of 80% of the lump-sum price quoted by TPIA.

				<p>Same principle will apply to the final payment of 15% spread over 3 months after receipt of equipments at destination port.</p> <p>Note : For sake of clarity, the transit time is excluded.</p>
13	Page 21 , Clause 3.10	Terms of Payment	We would like to confirm that No work whatsoever to be done on the U.S territory (meeting, calls etc)	Confirmed.
14	-	-	We would like to confirm that All the equipments used at the Iran site will be owned by the client /IPGL and will have no responsibility of the same	Confirmed.
15	-	-	We would like to confirm that the project involves no military, ballistic repression and monitoring of telecoms -related activities	Confirmed.
16	-	-	We suggest to add below sentence in regards to Notification (Breach of sanction programs)	Please refer clause 3.20.

			<p>“Employer/IPGL confirms that it is aware of the economic restrictions or embargo provided on Iran and specific Iranian entities and individuals under the applicable United States , United Nations and/or European Union sanctions program and/or any other applicable local regulations and/or sanction program [" Sanction Programs "] .Employer/IPGL shall be solely responsible for compliance to the Sanction Programs by itself and its employees , partners , consultants ,sub-contractors or agents who may work directly or indirectly with or for the Employer/IPGL . Employer/IPGL</p>	
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			undertakes to notify the Tenderer/ TPIA immediately upon becoming aware of any breach of Sanction Programs by itself or anyone working with or for it in connection with performance of this Agreement.	
17	Clause no 3.15 , Page no 22	Penalty Towards Non deployment Engineer for Inspection	Kindly share Production schedule of manufacturing and Site acceptance schedule	Tentative proposed schedule given by M/s.Cargotec is attached. Same will be reconfirmed during kick-off meeting.
18	Clause no 3.15 , Page no 22	Penalty Towards Non deployment Engineer for Inspection	Kindly clarify term “In case, TPIA fails to deploy quality engineers / surveyors as per the requirement, penalty of 10,000 INR per day absenteeism limited to <u>maximum 10% of contract value in addition to non-payment for that particular period of absence</u> at the same rate will be applicable.”	It is clarified that penalty for absenteeism is 10,000 INR per day which will be limited to <u>maximum 10% of contract value.</u> Cl. 3.15 is revised as under: The Schedule for manufacturing of RTGCs by M/s. Cargotec Solution Oy, will be provided to TPIA along with the Letter of Acceptance. The requirement of quality engineers / surveyors will be communicated to the TPIA 15 days in advance. In case, TPIA fails to deploy quality engineers / surveyors as per the requirement, penalty of 10,000 INR per day absenteeism limited to maximum 10% of contract value.

19	Clause no 3.15 , Page no 22	Penalty Towards Non deployment Engineer for Inspection	Kindly clarify “ what about the visits (Abortive visits) of inspectors in case of delays/ Non readiness of activities at Manufacturer place / at SITE”	In case the scheduled inspection is cancelled due to reasons attributed to Cargotec, the fees of TPIA will be on Cargotec account.
20	Page no 4	Cargotec solutions OY	Kindly provide complete address (location of inspection) of Cargotec solun OY – china including the locations of vendors if any.	Location of inspection: Rainbow-Cargotec Industries Co.,Ltd Dangqian Gate,Taicang Port Economic and Technological Development Zone Suzhou Liangsu,China.
21	Page 46 XXII and XXII I	Annexure V – SOW	Please note : TPIA will issue Inspection Report and sign the Test reports as final documentation .	These Reports will have to be issued till final acceptance at site.
22	PAGE NO 47 CLAUSE NO C	- Annexure V – SOW : c. Review the OEM’s documentation (mainly drawings and calculation sheets) and perform own calculation according to the drawings, analysing the data to decide whether or not the OEM’s calculations are meeting the	Does it mean that we need to perform independent calculation according to main steel structure drawing submitted by the factory (Cargotec) ?	TPIA has to review for correctness of submitted documents.

		requirements of the specification and applicable standards (Technical Specification or FEM or combination of both).		
23	- PAGE NO 47 CLAUSE NO d	- d. Review of the structural design calculation sheet, including: (viii). Main equalizer and secondary equalizer beam.	We understood It doesn't applicable to the RTG	If applicable.
24	-- PAGE NO 47 CLAUSE NO e	- e. Review of structural design, including comments and/or suggestions on possibly incorrect design drawings and approval of the same if applicable. (i). Review the structural specifications for the crane components	Please confirm "Review to what extent? and we understood It does not include Review of Technical Specs.	TPIA has to review to ensure compliance with the technical specifications provided in the RTGC tender.
25	-- PAGE NO 47 CLAUSE NO e	f. about gear box	Review of gearbox is limited to the selection of speed ration and the selection of input and output torque. (Excluding the review of the shaft, bearing and gear of the gearbox)	Agreed. For such bought-out items, manufacturer's catalogues/certificates to be examined by TPIA for review.

26	-- PAGE NO 48	P48 2. Documents Review: a. Technical Specification	We understood It does not include Review of Technical Specs. Instead TPIA will consider it as reference doc.	TPIA has to review to ensure compliance with the technical specifications provided in the RTGC tender.
27	-- PAGE NO 48	P48 2. Documents Review: b. Approved Construction drawings	We will approve design drawings after Review. It does not include construction drawings	Initially, M/s. Cargotec shall submit basic drawings, such as general arrangement plan, wheel load calculations with stability report along with QAP(Quality Assurance Plan).Sample format of QAP to be provided by TPIA. Construction drawing to be reviewed by TPIA.
28	Page no 50	5. Documentation & Certification	Please note : TPIA will issue Inspection Report in English and function test report signed	Agreed.
29	Page no 47	- Annexure V – SOW	Kindly share Draft / sample ITP for erection and commissioning work at site (Iran)	TPIA should frame the ITP as per tender and submit to IPGL for approval.
30	Page– 7 / Cl 2.2	Clause indicates “... compliance to all quality of RTGCs, Bought-out Items, instruments, ...”	Request you to clarify whether TPIA needs to do Inspection of Bought-out Items at Sub-Vendor locations, if yes, please provide	Testing of bought out items to be preferably done at Cargotec site or vendor site if in vicinity.

			list of items, sub-vendor locations and scope. If not, please amend the wording of this clause accordingly.	
31	Page-7 / Cl 2.3	The clause reads as “The language for execution of entire work will be in English only and in case requirement of Translator (other than English language) if any, the same will be arranged by the TPIA at their cost during the execution of the subject work”.	<p>Please clarify at what stage would you need a translator – during site acceptance tests or Factory acceptance tests or during design appraisal stage?</p> <p>We have considered that all deliverables (including endorsed drawings) to be delivered in English language. Are we expected to review documents made in other languages (Iranian, Chinese) and are we expected to translate into Iranian or languages other than English?</p> <p>Further to the queries raised on this, we would like to inform you that in our</p>	<p>The clause to be amended as under :</p> <p>The clause reads as “The language for execution of entire work will be in English only.”</p> <p>All deliverables (including endorsed drawings) to be delivered in English language.</p> <p>It is discretion of TPIA for his comfort level.</p>

			<p>experience, it is essential to know Chinese language to give comprehensive inspection services during the duration of manufacturing at Manufacturer works in China. However, from the clause it appears that neither the knowledge of Chinese language is essential for the attending Inspector nor it is mandatory to employ translator for the duration of the contract. Please clarify.</p>	
32	Page 13 / Cl 2.16.3	List of Orders executed in last 5 years.	<p>Is the requirement for Similar Work of Design Appraisal and Inspection of RTG Cranes? Please clarify.</p>	Please refer clause 2.1 b.
33	Page 21 / Cl 3.10	<p>Terms of Payment 1 5 % of total quoted cost shall be released after approval of design of RTGCs as per scope of work by TPIA and submission of</p>	<p>Request you to revise the Terms of Payment as below: 1 15% of total quoted</p>	Tender conditions prevail.

		<p>invoice for the same.</p> <p>2 80 % of total quoted cost will be paid for inspection at the works of M/s. Cargotec Solution Oy, in 3 equal instalments spread over 15 months (up to shipment of all), against deployment of manpower for inspection during manufacturing of RTGCs on receipt of bills supported by statements of inspection carried out during the period and duly certified by the Engineer – in - charge.</p> <p>3 15% of total quoted cost will be paid for inspection at IPGL site i.e. at Iran, against deployment of manpower for inspection during testing and commissioning of RTGCs and certification of cranes before handing them to commercial operation, in 2 equal instalments spread over last 3 months, on receipt of bills supported by statements of inspection carried out and issuance of Final Acceptance Certificate by the Engineer – in - charge.</p>	<p>cost shall be released after approval of design of RTGCs as per scope of work by TPIA and submission of invoice for the same.</p> <p>.2 70 % of total quoted cost will be paid for inspection at the works of M/s. Cargotec Solution Oy, in equal MONTHLY instalments spread over 15 months (up to shipment of all), against deployment of manpower for inspection during manufacturing of RTGCs on receipt of bills supported by statements of inspection carried out during the period and duly certified by the Engineer – in - charge.</p> <p>.3 15% of total quoted cost will be paid for inspection at IPGL site i. e. at Iran, against deployment of</p>	
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			manpower for inspection during testing and commissioning of RTGCs and certification of cranes before handing them to commercial operation, in 3 equal MONTHLY instalments spread over last 3 months, on receipt of bills supported by statements of inspection carried out and issuance of Final Acceptance Certificate by the Engineer – in - charge.	
34	Page 22-23 /Clause 3.15	<p>Penalty towards non-deployment of engineers for Inspection</p> <p>The Schedule for manufacturing of RTGCs by M/s. Cargotec Solution Oy, will be provided to TPIA along with the Letter of Acceptance. The requirement of quality engineers / surveyors will be communicated to the TPIA 15 days in advance. In case, TPIA</p>	<p>We understand that the requirement “... in addition to non-payment for that particular period of absence the same rate will be applicable” calls for Penalty + Non-Payment which can go up to Max 20% of the Contract</p>	<p>It is clarified that penalty for absenteeism is 10,000 INR per day which will be limited to <u>maximum 10% of contract value.</u></p> <p>Cl 3.15 is revised as under: The Schedule for manufacturing of RTGCs by M/s. Cargotec Solution Oy, will be provided to TPIA along with the Letter of Acceptance. The requirement of quality engineers / surveyors will be communicated to the TPIA 15 days in advance. In case, TPIA fails to deploy quality engineers / surveyors as per the requirement,</p>

		fails to deploy quality engineers / surveyors as per the requirement, penalty of 10,000 INR per day absenteeism limited to maximum 10% of contract value in addition to non-payment for that particular period of absence at the same rate will be applicable.	Value. If our understanding is correct, request you to consider overall capping of 10% (LD + Non-Payment).	penalty of 10,000 INR per day absenteeism limited to maximum 10% of contract value.
35	Page 25 / 3.19	TERMINATION OF CONTRACT: If the TPIA does not perform the Contractual obligations satisfactorily, the Contract is liable to be terminated after issue of notice of 30 (Thirty) days to the TPIA.	We also request you to include: “Any trade restrictions against Iran (including import and export controls, and economic, financial and trade sanctions already in existence as of the date of the Agreement or imposed at a future date, affecting the performance by either Party of any obligation under this contract, shall entitle the TPIA to terminate the Contract immediately subject to written notice to Employer.”	Tender conditions prevail. However this is covered under force majeure clause 3.20 of the tender.

			In the event of termination of the contract, TPIA shall get paid for the work done and all outstanding payments due to TPIA shall be released.	
36	Page 25 / CI 3.20	Force Majeure	<p>Please include the below wording:</p> <p>“Employer/IPGL confirms that it is aware of the economic restrictions or embargo provided on Iran and specific Iranian entities and individuals under the applicable United States, United Nations and / or European Union sanctions program and/or any other applicable local regulations and/or sanction program [“sanctions programs”]. Employer / IPGL shall be solely</p>	<p>Tender conditions prevail. However this is covered under force majeure clause 3.20 of the tender.</p>

			<p>responsible for compliance to the Sanction Programs by itself and its employees, partners, consultants, sub-contractors or agents who may work directly or indirectly with or for the Employer / IPGL. Employer/IPGL undertakes to notify the tenderer / TPIA immediately upon becoming aware of any breach of Sanction Programs by itself or any one working with or for it in connection with performance of this Agreement.</p>	
37	Page 37 / Annex II C1 4 ii	We agree to abide by this Tender for the period of 180 days from the last date fixed for receiving the same and it shall remain binding upon us and may be extended at any time, if requested by IPGL, before the expiry of the validity period as given in this Tender.	Tender requirement at other places calls for 90 days validity. We consider 90 days validity period. Please confirm.	Annexure II para 4,ii may be read as under: “We agree to abide by this Tender for the period of 90 days from the last date fixed for receiving the same and it shall remain binding upon us and may be extended at any time, if requested by IPGL, before the expiry of the validity period as given in this Tender.”

38	Page 42-44 / Format of BG for Performance	Format	We are reviewing the requirements of the same and shall revert with our queries, if any, shortly.	Tender Condition prevails.
39	Page 58 Schedule 4	Current commitments in Hand	Is the requirement for Similar Work of Design Appraisal and Inspection of RTG Cranes? Please clarify.	Current commitments in hand for carrying out similar work as TPIA should be limited to container handling equipments like RMQCs, RTGCs, and RMGCs.
40	Page 60 Schedule 5	Details of Works completed in Past	Is the requirement for Similar Work of Design Appraisal and Inspection of RTG Cranes? Please clarify.	Details of work completed in past for carrying out similar work as TPIA should be limited to container handling equipments like RMQCs, RTGCs, and RMGCs.
41	Page 71- Format of Price Schedule-I		We request you to include a provision for price variation/ additional price should there be any delay (not attributable to TPIA) in progress of project at vendor's shop or site. To this effect, we suggest inclusion of a new clause under 'Note' section of price schedule format. The clause may read as	Price schedule on page 70-71 holds good. The price quoted has to be lump-sum cost as per format of price schedule(Page 70-71 of tender).Please refer note below of price schedule. It is further clarified that in case of delay in completion of work by M/s. Cargotec Solutions Oy for the awarded work of supply of 14 Nos. RTGCs beyond stipulated schedule period of 20 months from date of issue of LC(Letter of Credit), payment to TPIA for the extended period will be made based on the proportionate rate as worked out as under : First stage payment of 5% - delay not

			<p>“In case of delay in completion of work awarded to M/s. Cargotec Solutions Oy for supply of 14 Nos. RTGCs beyond stipulated schedule (15 months from date of Letter of Acceptance) payment to TPIA for the extended period will be made based on the proportionate monthly rate as worked out on the basis of lump-sum cost indicated in Sr. No. A, above”</p>	<p>applicable.</p> <p>Second stage payment of 80% is spread over first 15 months. Any delay beyond 15 months, the payment will be on pro-rata basis of 80% of the lump-sum price quoted by TPIA.</p> <p>Same principle will apply to the final payment of 15% spread over 3 months after receipt of equipments at destination port.</p> <p>Note : For sake of clarity, the transit time is excluded.</p>
42	Page 68 / NDA Clause 12	All questions, disputes and differences arising under or in relation to this Agreement shall be referred to..... (Work Order signatory) of The Board for consideration. The decision of (Work Order signatory) shall be final, conclusive and binding on all the parties to the Agreement	Please confirm if the dispute provision from the Contract (3.18) can be used here as well as these both clauses should be in line.	Tender condition prevails. NDA disputes, if any, will be of minor nature and do not warrant going to Court or Arbitration etc. Kindly read clause 9 of ND Agreement for any eventuality.

43	-	-	Request to provide names of Board of Directors and Shareholders (alongwith their ID / CIN numbers) for IPGL	AK GUPTA,MD IPGL Passport no: Z2290415 NIRAJ BANSAL, Chairman In-charge, JNPT Passport no : M3085048 ALOK SINGH, Dy. Chairman, DPT Passport no : G6788261 CIN number of IPGL: U61100MH2015GOI261274
44	-	-	Please confirm that the project involves no military, ballistic repression, nuclear, monitoring of telecoms related activities.	Confirmed.
45	Page 42- Format of BG for Performance	We ----- Bank do hereby undertake to pay the amounts due and payable under___ this guarantee without any demur merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Employer by reason of the TPIA's failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However,	We request for considering highlighted changes: We ----- Bank do hereby undertake to pay the amounts due and payable under___ this guarantee without any demur merely on a first written demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or	Format of BG for Performance given under respective Annexure are to be adopted in verbatim.

		our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ____	which would be caused to or suffered by the Employer by reason of <u>stating that</u> the TPIA's failure failed to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____	
46	Page 06	b. Similar Work Experience: The tenderer should be in the business of carrying out the work of Third Party Inspection for container handling equipment like RMQC, RTGC or RMGC at least during the last five (05) years. Documentary evidence for the same shall be submitted with the bids. Copies of work orders with completion certificate / inspection report / release notes issued may be submitted as proof of compliance.	What is 2.1 d ?	There is an error Please read serial no. d as Note for serial no b . Note: During last five years means during last five years ending last day of the month previous to the one in which the tender is published/uploaded on websites.

