

 	ELECTRIC & PHOTOVOLTAIC DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00	ELEMENTARY BOX ----- TENDER NO.: 12301939
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These conditions shall be read in conjunction with General Terms and Conditions of RFQ enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the General Terms and Conditions of RFQ.

1.	Type of Contract	SUPPLY
2.	Scope of supply & Material Specification	Supply of ELEMENTARY BOX, QTY: 3200 No as per Spec. Doc.No: SCR-DM-010 AND Drawing No EL-DG-398515649002.
3.	Delivery Period	Within 20 days from the date of manufacturing clearance given by BHEL-EPD.
4.	Evaluation of offers	Overall L1 price of landed cost to BHEL.
5.	Load sharing	100% order will be given to L-1 Vendor.
6.	Submission of Performance Bank Guarantee (PBG)	Not Applicable
7.	Integrity Pact	Not Applicable
8.	Details of IEM	Not Applicable
9.	Inspection, Acceptance & Rejection.	Item to be offered for PDI before Dispatch. Inspection & acceptance of material shall be done by BHEL-EPD, Bengaluru. In case of rejection of material due to non-conformity, the same has to be replaced by the Seller/Contractor, free of cost.
10.	Consignee address	Stores In-charge Bharat Heavy Electricals Limited Electric & Photovoltaic Division (Formerly known as Electroporcelains Division) Prof. C.N.R Rao Circle, Science Institute Post, Malleswaram Bengaluru-560012
11.	Buyer and Paying Authority	BHARAT HEAVY ELECTRICALS LIMITED - ELECTRIC & PHOTOVOLTAIC DIVISION, Bangalore
12.	Mode of Dispatch	By Road/Rail. Note: It is Vendor's responsibility to ensure availability of Trucks/Trains schedule etc. well in advance for dispatch of material to meet contractual delivery requirement. It is also the vendor's responsibility to ensure material is dispatched through shortest possible route.
13.	Price basis	Indigenous purchase – Firm, till the completion of contract. F.O.R BHEL-EPD, BANGALORE inclusive of packing & forwarding charges and freight. Taxes to be paid in line with SCC.
14.	Loading For Commercial Deviations	Interest Rate for loading will be taken as Base rate of SBI (as applicable on the date of bid opening, Techno-commercial bid, in case of 2 part bids) + 6% for the period of relaxation sought by the bidders.
15.	The Purchaser Reserves the Right to	a. Cancel / retender the RFQ at any time before placement of Purchase Order / Agreement, without assigning any reason. b. Change the quantity to be ordered and the delivery schedule before placement of PO with mutual agreement with the seller. c. Split the quantity in the RFQ among bidders for ordering. d. Accept / not accept whole / part of any offer(s). e. Accept / Reject any of the counter terms / deviations offered by bidder. f. Seek information / clarifications / confirmations relevant to the RFQ from the bidder(s) and fix deadlines for furnishing of the same by the bidder(s) and not to consider the offer(s) of such bidder(s) for further processing who fail to provide such information / clarifications / confirmations within the deadline fixed. g. Negotiate with the L1 bidder. h. Take necessary action as per prevalent BHEL Policy, with regard to the bidder(s) / vendor(s) who is/are :- (i) Non-responsive.

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		(ii) Found to have been involved in unfair practices / actions contrary to business ethics /actions restricting competition. (iii) Withdrawing offers after opening of Part I bid / s.
16.	Transit Insurance	In BHEL Scope. Insurance details shall be informed along with the NIT / Purchase Order. Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR /BL copy, Packing List, Challan indicating the items dispatched (with their weights). A copy of above should be sent by email to the rita.bawa@newindia.co.in & ashutosh.gupta@newindia.co.in & copy to the following : Email ID: shyam16x@bhel.in Insurance Details: For Indigenous: Insurer: The New India Assurance Co. Ltd. Policy no: 93000021190200000013; Period: 01/06/2019 – 31/05/2020 ADDRESS: 301, 3rd floor, RG City Center, LSC Block-B, Lawrence Road, New Delhi, 110035. Tel: 011-27196505; Fax: 011-27196516
17.	Unloading at EPD Bengaluru	In the scope of BHEL EPD.
18.	Delivery timings at BHEL-EPD, stores	09.00 AM to 03.00 PM (On all working days) Entry from Material Gate (Rear Gate)
19.	Payment terms	Hundred percent (100%) of basic price of the material supplied, as per PO, along with 100% taxes & duties (as applicable) and freight charges, shall be payable, pro-rata, within 45 days from the date of receipt of goods and receipt of complete documents as per clause no 20 of SCC, subject to acceptance of materials. GOI has amended GST Law - Section 51 of the CGST Act 2017 wherein Government Agencies (PSU) has to deduct 2% GST as TDS w.e.f. 1.10.2018. Accordingly 2% of basic value (Equivalent to 1% CGST + 1% SGST or 2% IGST/UTGST) will be deducted as TDS & TDS certificate shall be issued by BHEL in line with the latest amendment in GST Law.
20.	Documents Required for Claiming Payments	a. Invoice (Original + Copy) b. Delivery challan (If required) The invoice submitted by the indigenous vendor shall be GST compliant.
21.	Taxes	CGST/SGST/UTGST/IGST - Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered. - It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice. - The purchaser is registered in the State of Karnataka vide following GST registration number: 29AAACB4146P1ZB. - Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC. - CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract. Other Taxes & Levies - All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. Antidumping duty, if any, shall be in the account of bidder and shall be included in their price. No separate payment shall be made by BHEL for the same.

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		Customs Duty • Customs Duty/IGST/Goods and Services compensation cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. • Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. • Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid. Direct Taxes • Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel. • Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions. Statutory Variation • Statutory variation for CGST/SGST/UGST/IGST is available provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty). • For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex- works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule. • No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser. Other Clauses • Vendor/Supplier will intimate & upload the Tax invoice along with LR/RR (as applicable) on web portal & intimate BHEL immediately on removal of goods from vendor/Supplier works. In case of Services, Vendor is required to upload the Tax invoice on Web Portal immediately after raising the invoice. BHEL will issue the delivery order/instruction to dispatch the material to the customer as indicated in SCC. • All payments against Tax Invoice to vendors/contractors shall be released only after: a) Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. b) The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1. c) Confirmation of payment of GST thereon by vendor on GSTN portal • In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL. • Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.
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		• In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN; code and quotes rates, the evaluation shall be done on quoted price and correct CGST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price) • The bidder should have been registered with the appropriate authority under relevant GST laws. • The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer • No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. In the event of any GST quoted by composite dealer, the same shall be considered for evaluation purpose. However, the ordering will be done without considering the tax. • In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price. • Delivery Challans & Invoices /Service Entry Sheet in the format as specified under GST laws mentioning your GSTIN No, item HSN/SAC No should accompany supply. a) GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by vendor on GSTN Portal. b) Bank Guarantee of appropriate value may be obtained from vendor which shall be valid at least one month after the confirmation of payment date by vendor on GST portal and receipt of Tax invoice and receipt of goods, whichever is later. [If (a) above could not be complied]. c) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/BG of appropriate value may be obtained from vendor alternatively payment covering GST portion including interest thereon shall be release to vendor only upon completion of these requirements. In case vendor delays declaring such invoice in his return & GST credit by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST Law shall be recoverable from vendor/contractor along with interest levied/leviable to be obtained from vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.
22.	Late delivery charges	Subject to Force Majeure conditions, Purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver ordered stores within the period stipulated in the Order/Contract.
23.	Force Majeure	If at any time during the continuance of the Order/Contract, the performance in whole or in part by either party of any obligations under the Order/Contract shall be prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Order/Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Order/Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of Purchaser as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.

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		In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event. Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/Contract, wholly or partly, in order to meet the overall schedule and make alternative arrangements for completion of delivery and other schedules.
24.	Arbitration & Legal Jurisdiction	Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an Arbitrator appointed by the head of BHEL Unit/ Region/ Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bangalore. The cost arbitration shall be borne as per the award of Arbitrator.
25.	Law Governing the Contract	Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto, and shall be subject to the exclusive jurisdiction of the Indian courts at Bangalore.
26.	Court of Jurisdiction	Courts at Bangalore shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.
27.	Preference to Make in India	This Tender is governed by Circular No. P-45021/2/2017-B.E.-II dated 15.06.2017, 28.05.2018 & 29.05.2019 issued by Govt. of India (copy enclosed). "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ POI WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable." Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links: https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf
28.	Provisions Applicable for MSE (Micro and Small Enterprises) Vendors	Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration. Vendors have to submit any of the following documents along with the tender documents in the Part I / Technical bid cover to avail the applicable benefits. - Valid NSIC certificate or - Entrepreneur's Memorandum part II (EM II) certificate (deemed valid for 2 years). - EM II certificate with CA certificate (in the prescribed format given in Annexure VIII) applicable for the year certifying that the investment in plant and machinery of the vendor is within permissible limits as per the MSME Act 2006 for relevant status where the deemed validity is over. - Documents submitted for establishing the credentials of MSE vendors must be valid as on the date of Part I / technical bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Documents submitted after the Part I / Technical bid opening date will not be considered for this tender.

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		Purchase Preference for MSE (Micro and Small Enterprises) Vendors: MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25% of the requirement against this tender provided; 1. The MSE vendor matches the L1 price. 2. L1 price is from a non MSE vendor. 3. L1 price will be offered to the nearest vendor nearest to L1 in terms of price ranking (L2 - nearest to L1). In case of non-acceptance by the MSE vendor (L2) next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band). 4. 25% of the 25% (i.e. 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) and (2) are fulfilled. 5. In case no vendor under SC / ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, in such cases the 6.25% quantity will be distributed among the other eligible MSE vendors who have participated in the tender. Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation. Serial no. 1 to 5 will not be applicable wherever it is not possible to split the tendered quantity / items on account of customer contract requirement, or the items tendered are systems. Such information that tendered quantity will not be split will be indicated in the SCC.
29.	Purchase from SEZ in India	Purchase from SEZ in India shall be considered as Indigenous purchase for the purpose of Purchase Preference to Make in India Policy, Price Basis, Payment term & delivery terms. However, additional taxes, duties including Safe Guard Duty if any shall be considered while evaluating the bid.
30.	NOTE	Delivery Challans & Invoices /Service Entry Sheet in the format as specified under GST laws mentioning your GSTIN No, item HSN/SAC No should accompany supply. 1. GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by vendor on GSTN Portal. 2. Bank Guarantee of appropriate value may be obtained from vendor which shall be valid at least one month after the confirmation of payment date by vendor on GST portal and receipt of Tax invoice and receipt of goods, whichever is later. [if (a) above could not be complied]. 3. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/BG of appropriate value may be obtained from vendor alternatively payment covering GST portion including interest thereon shall be release to vendor only upon completion of these requirements. 4. In case vendor delays declaring such invoice in his return & GST credit by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST Law shall be recoverable from vendor/contractor along with interest levied/leviable.be obtained from vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.
31.	Conciliation Clause	The Conciliation Scheme 2018 attached as <u>Annexure-A</u> shall be applicable. The Signed & Stamped copy of the same to be attached along with the offer as a mark of acceptance.
32.	Risk & Cost Clause	Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases: • Seller/Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Contractor/ Supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution. • Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. • Non completion of work/ Non-supply by the Contractor/ Supplier within scheduled

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		completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the Contractor/ Supplier. • Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. • Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. • Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier. Risk & Cost: Risk and Cost against Balance Work: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the Contractor/ Supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work/ supply) Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. Note: Incase portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount. LD against delay in executed work/supply in case of Termination of Contract LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to Contractor/ Supplier. For this purpose, contract value shall be taken as Executed Value of 30work/supply for the purpose of limiting maximum LD value. Method for calculation of "LD against delay in executed work/supply" is given below. 1. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to Contractor/ Supplier= T1 2. Let the value of executed work/supply till the time of termination of contract= X 3. Let the Total Executable Value of work/supply for which inputs/fronts were made available to Contractor/ Supplier and were planned for execution till termination of contract = Y
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		4. Delay in executed work/supply attributable to Contractor/Supplier i.e. $T2 = (1 - X/Y) \times T1$ 5. LD shall be calculated in line with LD clause of the Contract for the delay attributable to Contractor/ Supplier taking “X” as Contract Value and “T2” as delay attributable to Contractor/ Supplier. Note: Incase portion of work/supply is withdrawn; no LD shall be applicable for portion of work/supply withdrawn.
33.	Validity of Offer	Bid, including Prices, should be valid at least for 90 days from the opening of part-1 bid or till the completion of supply whichever is later.