

# **JAMIA HAMDARD UNIVERSITY**

**HAMDARD NAGAR, NEW DELHI - 110062**

## **TENDER DOCUMENT**

### **FOR**

**Providing & Fixing PVC Flooring and MS  
fencing work at Day care Centre, JAMIA  
HAMDARD, NEW DELHI-110062**

# **JAMIA HAMDARD**

**HAMDARD NAGAR, NEW DELHI-110062**

## **NOTICE INVITING TENDER (Only for Empanelled Contractors /Agencies)**

The Jamia Hamdard, New Delhi invites sealed items rate quotation / tender, only from Empanelled Contractors / agencies of the University for the below work. The tender document can be downloaded from the website of Jamia Hamdard University i.e. ([www.jamiahamdard.edu](http://www.jamiahamdard.edu)) on or before 10-03-2017 to 15-03-2017 upto 3:00pm after satisfying themselves eligible for the work as per tender terms & conditions

<b>Name of Work</b>	:	<b>Providing &amp; Fixing PVC Flooring and MS fencing work</b>
<b>Location</b>	:	<b>Day care Centre, Jamia Hamdard, New Delhi</b>
<b>Estimate Cost</b>	:	<b>Rs. 1,88,316.00</b>
<b>Earnest Money</b>	:	<b>Rs. 3,800 only</b>
<b>Tender cost</b>	:	<b>Rs. 300.00 only /(Non-refundable)</b>
<b>Time Period</b>	:	<b>10days</b>

The contractor submit the tender/quotation in the purchase section on or before 15-03-2017 upto 3:00pm alongwith demand draft of earnest money & tender fee in sealed envelope clearly specifying the name of work. The demand draft shall be in favour of Registrar, Jamia Hamdard payable New Delhi". The quotations / tenders shall be opened on 15-03-2017 at 3:30pm by the tender committee in presence of available interested parties in case the required procedure not followed the quotation /tender can be rejected, Jamia Hamdard resaves the right to reject any or all quotation / tender or split the quotation / tender without assigning any reason.

**Chairman**

**Building Advisory Committee**

C.C.to:

- P.S to Vice Chancellor for information please
- P.A to Registrar for information please
- Finance Section
- Assistant Engineer (Civil)
- Assistant Engineer (Electrical)
- Jr. Engineer (Civil)

**Subject:- Providing & Fixing PVC Flooring and MS fencing work at Day care Centre, Jamia Hamdard, New Delhi-110062**

The University intends to undertake the work of **Providing & Fixing PVC Flooring and MS fencing work at Day care Centre, Jamia Hamdard, New Delhi-110062**

**The estimate cost of the work is Rs. 1,88,316.00**

The bids may be submitted by the following categories of parties.

Delay in execution of works shall attach liquidated damage charges as per CPWD condition of contract.

The works shall be carried out as per schedule and other specification and its general conditions of contracts of CPWD.

Bidders downloading tender documents shall submit their bid along with necessary application fee as herein specified. **Kindly visit the site before quoted the tender.**

**EMD - Rs. 3800/- for civil work by D.D payable in favour of the Registrar, Jamia Hamdard.**

**Application Fee- Rs. 300/-**

**Last date of submission of bid : 10-03-2017 (up to 3:00pm)**

**Date of opening of bids : 15-03-2017 at 3:30 pm**

**Time for completion- : 10days**

## **1. Requirements to be fulfilled:**

- No subletting or subcontracting of the work will be permitted.
- The Tenderer / Bidder will not withdraw his / their Tender after opening of technical bid and if done so; his/their EMD may be forfeited.
- The Bidder has not been black listed by any of the Govt. Depts./Govt. Institutions etc. during last three years.
- There is no complaint against the Tenderer / Bidder such as 'delayed supply, non-supply/non-completion of work, non- submission of performance bank guarantee and refusal of supply etc. and for which 'no punishment of any type' has been given by any of the Govt. Department / Govt. Institution etc.
- Names of all companies/firms where the bidder is the promoter / director / partner and/or proprietor.
- Name of companies / firms, where the bidder was/is operating their Bank Accounts.
- Bank Account No. of the bidder's Company/Agency and names of authorized persons
- (with copy their identification ), who were/are operating its Bank account .
- The offer shall remain open for at least days from the date of opening of Technical Bids. The Cost of tender (if down loaded from web site) and Earnest money shall be accepted only in the form of demand draft/Pay order drawn in favour of the Registrar, Jamia Hamdard University, failing which the bid will summarily be rejected.

## **GENERAL TERMS AND CONDITIONS**

### **Providing & Fixing PVC Flooring and MS Fencing work at Day care Centre, Jamia Hamdard, New Delhi-110062.**

1. The work shall be carried out following standard and accepted norms of sound engineering practice.
2. The CPWD General Terms and conditions and CPWD specifications with latest amendments & CPWD Manual provisions shall be applicable in execution of the project and shall form part of the contract.
3. The cost of tender is Rs. 300.00 (**Non refundable**). The tender document can be purchased from the University office and the above mentioned cost of the tender document will have to be paid through a separate Demand-Draft drawn in favour of

“Registrar, Jamia Hamdard University” payable at New Delhi along with the Commercial Bid, failing which the bid will summarily be rejected.

4. Earnest Money Deposit (EMD) of Rs. 3800/- for said work has to be enclosed along with the Bid. The EMD shall be only in the form of Demand Draft drawn in favour of “Registrar, Jamia Hamdard”, payable at New Delhi, failing which the bid will summarily be rejected. No Cheque / Cash shall be accepted as EMD.
5. The rates shall be inclusive of all taxes (Including Service Tax), duties and cartage etc. No escalation of taxes shall be payable by the **Jamia Hamdard** during the contract period.
6. The tenderers shall attach copy of PAN Card.
7. Duly sealed tenders shall be dropped in the tender box placed at the Purchase Section, Basement of Administration Building.
8. The conditional bids shall not be considered under any circumstances and rejected without any notice or assigning any reasons therefore.
9. All bids once submitted shall be the property of Jamia Hamdard, and bidders will lay no claim whatsoever on the same.
10. Jamia Hamdard, reserves the right to reject any or all the tenders in full or in part without assigning any reasons whatsoever, and the decision of the University in this regard will be binding on all the bidders. Tenderers not complying with any of the provisions stated in this tender document are liable to be rejected. Jamia Hamdard, reserves the right to accept or reject any or all tenders without assigning any reason and does not bind himself to accept the lowest tender.
11. No T & P shall be supplied by the University.

12. Income tax shall be deducted from the contractor bill as per Govt. of India rules.
13. Jamia Hamdard welfare fund charges will deducted @ 0.25% of the amount of total billed amount.
14. Security shall be deducted @ 5 % of value of work done and total amount of security & performance guarantee shall be released after expiry of the defect liability period of six month effective from date of completion.
15. Earnest money deposited by the successful tenderer shall be converted in to security deposit & is adjustable against the actual amount to be deducted under clause 14 above.
16. The time allowed for completion of work shall be 15 days for said work which shall be reckoned from 3<sup>rd</sup> (third) day from the date of issue of work order.
17. Time allowed for the work shall be strictly followed otherwise the contractor shall be liable to pay compensation @ **1.5%** of the tendered value of the work per week of delay on the part of the contractor. The decision of Engineer-in-charge about the delay shall be final and binding. However, for any reason beyond the control of the contractor the extension of time shall be granted upon application by the contractor in prescribed format. No claim for any compensation during the extended period shall be entertained and the University's decision in this regard shall be final.
18. No escalation in any form either of material or labour shall be payable by the University. The bidder shall also absorb any statutory escalation/increase of wages /material cost if any, anticipated during the contract tenure, including extended tenure.
19. All material brought at site shall be as per list of specification & schedule of quantities (shall be strictly followed) and shall be got entered in the site book and approved by Engineer-In-charge before being used.
20. Mandatory tests have to be carried out as asked for by the Consultant/Engineer-In-Charge. Nothing extra shall be paid for such purpose.

21. In case the successful bidder resiles from the offer within one month of the work offer, the earnest money will be forfeited. Similarly if successful bidder fails to commence the work after issue of award letter, the amount of earnest money will also be forfeited.
22. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period and in such case the amount of earnest money will be forfeited.
23. If agency at any time makes default during currency of work or does not execute any part of the work with due diligence or Commits default in complying with any of the terms and conditions of the contract and does not initiate any remedy for it or takes effective steps for its remedy or Fails to complete the work(s) or items of work within date of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in their behalf by the Engineer-in-Charge.

The Engineer- in-Charge without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to the Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

24. Registrar, Jamia Hamdard University reserves the right to terminate the contract without any reference or any notice period on account of poor workmanship, non-compliance of set norms/specifications for the works, delay in progress of work, violation of any contract provisions by the contractor, failure to start the work at Jamia Hamdard University, within 10 days from date of issue of Letter of Intent (L.O.I). In such cases the contractor is liable to pay Liquidated Damages @ 5% of tendered value besides security deposit.

25. Decision of Registrar, Jamia Hamdard in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
26. The tenderer shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at Jamia Hamdard. The Jamia Hamdard shall have no liability in this regard.
27. The personnel provided by the agency will not claim to become the employees of Jamia Hamdard and there will be no Employee and Employer relationship between the personnel engaged by the Agency and Jamia Hamdard.
28. No tent or hut shall be allowed to be put up for workers to stay within the campus. The contractor is deemed to have inspected the site and thoroughly acquainted himself with the site conditions, availability of storage space for materials etc.
29. The tenderer should take extra precaution to ensure that there is absolutely no damage to the surrounding structure/existing system etc. If any damage made by agency, it will be got repaired/replaced/rectified by the agency itself at no extra cost.
30. The tenderer should make special note of the fact that the Renovation/remodelling/repair works are to be carried out in the existing functional building and the agency will adopt necessary barricading / covering of the area under execution with no / least disturbance to adjoining / surrounding areas of the building under use for teaching / research, etc. The tenderer shall depute their own security staff for watch and ward of their materials supplied/ installed at site till the final handing over of the complete work and temporary lockable shed/Almirah etc. shall be arranged by contractor at his own risk and cost. No accommodation/ staff/ lockable space will be provided by Jamia Hamdard under any circumstances.

31. It may here be noted, that the entire staff and labour of the Agency will follow all the security instructions issued by Jamia Hamdard University from time to time and these instructions may include the provisions to make suitable barricades or temporary wall fence to ensure that the labour confines itself to the area of the work ONLY. Serious action will be taken in case any of the contractor's workmen are found to be tampering with the Laboratory equipment and property of the University. Suitable damages will be recovered from the contractor's bills if anyone is found to do so. All decisions of the Engineer-in Charge in respect of the same will be final and binding on the contractor.
32. On completion of all work, Agency shall remove all surplus materials & leave the site in a broom clean condition, failing which the same shall be done at Agency's risk & cost.
33. The Agency shall ensure compliance of all statutory laws & bye laws of the central govt./ state govt./Municipal authorities related to the employment of their staff and all obligations under Minimum Wage Act, Workman Compensation Act, Provident Fund & Miscellaneous Provision Act, Bonus Act & Contract Labour Act 1970 etc. Jamia Hamdard University will not be responsible for such purposes in anyway.
34. Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by the Registrar, Jamia Hamdard University. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of contract. The Arbitrator proceeding shall be governed by the Arbitration and Conciliation Ordinance dated 26th March, 1996 and shall be conducted in Delhi. The agreement drawn shall be subjected to the jurisdiction of the courts at Delhi.
35. Shop Drawing:- (i) The shop drawing for all works as required by Engineer-in-charge shall be submitted in quadruplicate at no extra cost by the contractor and in the manner so

required by them. The contractor shall proceed with the works only after approval by the Engineer-in-charge. Such drawings shall be coordinated with all disciplines if work

## **GENERAL CONDITIONS FOR SUBMISSION OF TENDER**

### **1.0 Submission of Tender:**

Tenders should be submitted in sealed envelopes. The tender duly filled in should be sent to above mentioned address either by post or hand delivered in the tender box kept in the Purchase Section, Basement of Administration, Jamia Hamdard. Jamia Hamdard will not be responsible for tenders lost in postal transit or otherwise.. It should not be handed over to any employee of the Jamia Hamdard. No tender shall be accepted later than the time schedule specified above. Tender once submitted will remain with the Jamia Hamdard and will not be returned to the bidder.

### **2.0 Price Bid:**

In this bid the bidder is required to quote his items rates/prices for the “**Providing & Fixing PVC Flooring and MS fencing work at Day care Centre, Jamia Hamdard, New Delhi-110062.**” in the schedule of work attached. The scope of work & technical specifications are provided for your reference. The quoted prices shall be including all the taxes levied by statutory Govt. bodies. It is mandatory on bidder to quote all items rate as asked for in the **BOQ/ Schedule of work**. Failure to adhere to this condition may lead to rejection of tender. The bidders should quote unconditional rates, neatly written without any overwriting and duly signed & stamped in all pages.

### **3.0 Validity of Tender:**

Tender shall be valid for our acceptance without any change in rates and NIT conditions for a period 3 months from the date of opening of Technical Bid.

### **Declaration by the Tender**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls:

1. DD/Pay Order No.....

2. Terms & conditions (**each page must be signed and stamped with the seal**)

3. Financial Bid.

(Signature of Tenderer with seal)

Name:

Address:

Date:

Phone No:

#### **4.0 Information about the tenderer**

##### **A. In case of individual**

- i Name of Business; His age and father's name
- ii. Whether his business is registered
- iii. Date of commencement of business
- iv. Whether he pays Income Tax over Rs.10, 000/- per year.

##### **B. In case of Partnership**

- i. Name of Partners
- ii. Whether the partnership is registered
- iii. Date of establishment of firm
- iv. If each of the partners of the firm pay income tax over Rs.10, 000/- a year and if not which of them pays the same.
- v. Copies of partnership deed, if any.

##### **C. In case of Company Limited by Shares or Company Limited by Guarantees.**

- i. Amount of paid up capital
- ii. Name of Directors
- iii. Date of Registration of Company
- iv. Copies of the last two (2) years balance sheet of the Company.
- v. Certified copies of Memorandum and Articles of Association of Company.

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SIGNATURE OF TENDERER

DATE:

## 5.0 Exceptions and Deviations

NAME OF WORK :

NAME OF TENDERER :

As pointed out in the Notice Inviting Tender, Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable.

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Sl. No.	Page No. of Tender document	Cl. No. of Tender document	Subject Deviation
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**SIGNATURE OF TENDERER**

DATE :

PLACE :

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. OWNER:**

The name and address of the Owner / Engineer-in-Charge responsible for the preparation of the Contract documents are as follows:-

#### **OWNER:**

JAMIA HAMDARD, NEW DELHI

### **2. SITE**

2.1 The site is **Providing & Fixing PVC Flooring and MS fencing work at Day care Centre, Jamia Hamdard, New Delhi-110062**

#### **2.2 CONTRACTOR TO SATISFY HIMSELF ABOUT SITE CONDITIONS**

Before tendering, the Contractor shall visit and examine the site and satisfy himself as to the site conditions the correct dimensions of the work and facilities for obtaining the special articles called for in the contract documents and shall obtain generally his own information on all matters affecting the continuation and progress of the works. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points or on the grounds of insufficient description will be allowed.

## **SCOPE OF WORK**

### **3.1 SCOPE**

The general character and the scope of work is illustrated and defined by the Schedule of Quantities, drawings and Specifications herewith attached.

### **3.2 EXTENT**

The Contractor shall carry out and complete the said work in every respect in accordance with the contract, and with the directions of and to the satisfaction of the Engineer-in-charge and REGISTRAR, JAMIA HAMDARD.

## **4.0 CONTRACT DRAWINGS**

Drawings forming part of the contract are listed under. Other drawings and details issued and shop drawings approved during the currency of the contract shall also form part of the contract. The Contractor shall keep at least one copy each of drawings, conditions of contract,

specifications, instructions and schedule of quantities at the site of works available for reference by any authorized representative **JAMIA HAMDARD**, at all times during the progress of the works. The drawings shall be displayed and arranged as directed by the Architects.

## **5.0 TYPE OF CONTRACT**

The Contract shall be an item rate contract. The Contractor shall be paid at the contract rates, for the actual quantity of work carried out by him in accordance with the Contract documents as measured.

## **5.1 SCHEDULE OF QUANTITIES**

The quantities given in the Schedule of Quantities are provisional and are meant to indicate the intent of the work and provide a uniform basis for tendering. The Contractor shall be paid for the actual quantity of work executed by him in accordance with Contract Documents at the contract rates.

## **6.0 WATER AND ELECTRICITY FOR CONSTRUCTION**

Water for use at site of work shall be arranged by the contractor. The contractor shall make his own arrangement for any temporary service piping taps as required for his use on the works and shall remove the same on completion. Electricity required for the job shall be made available and shall be charged as per CPWD norms or the contractor may arrange for the same at their own cost. However, necessary piping, valve, wiring, cabling, lamps, switches & sockets, main switches, halogen/tube light fitting and tapping from existing line/connection including labour have to be arranged by the contractor at their own risk & cost.

## **7.0 PAYMENT OF CONTRACTORS BILL**

Subject to the provisions of terms and conditions of the contract, , **JAMIA HAMDARD**, shall affect Contract payments against RA Bills shall be released to the contractor as below:

Final Bill: Within one (1) months of submission of the Bill with the final completion certificate and as per the terms and conditions of the Contract.

***Note: All Bills are required to be supported by Detailed Measurement Sheet and Analysis of Rates for Extra Items and its approval along with the Bill. The Bills shall be submitted in specified format which should indicate quantities executed in all RA Bills and cumulative Quantities besides current bill quantities along with tendered quantity/unit/rates. There may occur deviations from the above noted schedule of payments in exigent circumstances.***

## **8.0 MOBILIZATION ADVANCE (M.A.)**

**8.1** If specifically requested by the tenderer in the offer itself, a maximum of 10% (Ten percent) of contract value will be paid to Contractor as Mobilization Advance (MA).

**8.2** All other terms of MA, rate interest chargeable, recovery of MA shall be as per CPWD/GCC

## **9.0 SCHEDULE OF RATES TO BE INCLUSIVE**

Schedule of Rates shall be deemed to include and cover all costs, taxes, octroi, expenses and liabilities of every description and all risks of every kind (FOR Site) to be taken in executing, completing and handing over the work to the Owner by the contractor. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required, through the contract documents may not fully and precisely furnish them. He shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such item of work and materials as may be reasonable and necessary to complete the works. The opinion of the Architects as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor, although the same may not be shown on or described specifically in contract documents.

**10.0** Generality of this present provision shall not be deemed to cut down or limited in any way because in certain cases it may and in other cases it may not be expressly stated that the Contractor shall do or perform a work or supply articles or perform services at his own cost or without additional payment or without extra charges or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

## **11.0 SCHEDULE OF RATE TO COVER CONSTRUCTIONAL PLANT, MATERIALS, LABOUR, ETC.**

Without in any way limiting the provisions of the preceding sub-clause the schedule of Rates shall be deemed to include and cover the cost of all constructional plant, temporary works (except as provided for herein specifically) pumps, materials, labour, insurance, fuel, stores and appliances to be supplied by the contractor and all other matters in connection with each item in every respect maintained and as shown or described in the contract documents or as may be ordered in writing during the continuance of the contract.

## **12.0 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS, PROVIDEND FUND, AND CLAIMS**

The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for all articles, processes, protected by letters, patent or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity to JAMIA HAMDARD which the contractor hereby give against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or the use on the works of any such articles, processes or materials. Octroi or other Municipal or local Board charge, if levied on

materials, equipment or machineries to be brought to site and removed from site for use on work or after completion of the work, shall be borne by the contractor. The contractor should be registered for Provident Fund and would be required to make the deductions on the salaries paid to the workers and deposit the same to the concerned department.

### **13.0 SCHEDULE OF RATES TO COVER TAXES AND DUTIES**

No exemption or reduction of customs duties, excise duties sales tax, VAT or any part duties, transport carriages, stamp duties or Central or State Government or other body including one company or dues, taxes or charges (from or of anybody including the company), whatsoever will be granted or obtained all of which expenses shall be deemed to be included in and cover by the Schedule of rates. The contractor shall also obtain and pay for all permits, or other privileges necessary to complete work. In case where REGISTRAR, JAMIA HAMDARD UNIVERSITY wishes to avail Tax/Duty exemptions as applicable to the contractors shall comply with the instructions from REGISTRAR, JAMIA HAMDARD UNIVERSITY

### **14.0 SCHEDULE OF RATES TO COVER RISKS OF DELAY**

The schedule or Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractor's conduct of the works which occur from any cause including orders of REGISTRAR, JAMIA HAMDARD UNIVERSITY in the exercise of his powers and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

### **15.0 SCHEDULE OF RATES CANNOT BE ALTERED**

For work under unit rate basis, no alteration will be allowed in the schedule of rates by reason of works or any part of them being modified, altered, extended, diminished or omitted. The schedule of rates are fully inclusive rates which have been fixed by the Contractor and agreed to by JAMIAHAMDARD and cannot be altered.

## BOQ

### For

**Subject:- Providing & Fixing PVC Flooring and MS fencing work at Day care Centre, Jamia Hamdard, New Delhi-110062**

S.No.	Description	Qty.	Unit	Rate	Amount
1.	Providing and laying in position cement concrete of specified grade including the cost of centering and shuttering - All work up to all level : 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	1.0	Cum		
2.	Brick work with common burnt clay machine moulded perforated bricks of class designation 12.5 conforming to IS: 2222 in superstructure above plinth level up to floor five level in cement mortar 1:6 (1 cement : 6 coarse sand) : With F.P.S.(non modular) bricks	4.0	Cum		
3.	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position with grouting the frame with cement concrete 1:2:4 and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works including joining the frames with nut and bolts of required size etc	700	Kg		
4.	12 mm cement plaster of mix : 13.4.1 1:4 (1 cement: 4 coarse sand)	30	sqm		
5.	Providing, fixing and welding hard drawn steel wire fabric 25x25 mm mesh of 10mm Standard Wire Gauge to frames etc. and priming coat with approved steel primer	950	Sqft		

6.	Providing, fabricating & welding the 6" high MS Sparks / Arrows on the top of MS fencing complete as required. The sparks made out of 12mm square bar.	325	Each		
7.	Providing & fixing PVC flooring of 1.6mm thick of LG make. The flooring should be pasted on cement concrete floor by adhesive of approved quality and make including necessary repair of the existing floor. The PVC flooring of 1.6mm thick should be of LG Bright make with fiberglass reinforced material and anti-bacteria	556	Sqft		
	Total				

**Signature of the Contractor with Seal**