



Projects & Development India Limited
(A Govt. of India Undertaking)

Post Box No.125,A-14, Sector-1 , Noida - 201301 ,
Dist. Gautambudh Nagar , Uttar Pradesh
Phone - 0120-2529842/43/47/51/53/54
Fax - 01202529801/2541493

INVITATION TO BID

To : Open Vendor	ITB Number	11/PNMM/E/3508/2017-18/100998
	Type of Bid /	Two Part /
	Opening	Public Opening
	Date of Issue	28.03.2018
	Bid Closing Date	10-04-2018 Time : 11:30:00 AM
	Tech. Bid Opening Date	11-04-2018 Time : 11:30:00 AM
	Price Bid Opening Date & Time	TO BE INTIMATED LATER
	Venue of Bid Opening	PDIL, NOIDA
	Earnest money Deposit	RS.9,500/-
	Delivery Period	WITHIN 04 WEEKS FROM EFFECTIVE DATE OF PO

Projects & Development India Limited (PDIL) is a Govt. of India Undertaking under the administrative control of the Dept. of Fertilizers, Ministry of Chemicals & Fertilizers. PDIL invites bid in sealed cover addressed to Addl. General Manager (MM), ITB reference no. and bid closing date & time duly super scribed on the cover for the supply of under mentioned item, subject to the terms and conditions and technical specification attached here in

SL. No.	Material	Description	Quantity	Unit
10		Procurement of Primavera s/w Licenses	3	EA
20		Training on usage of Primavera software	1	AU
30		AMC services for Primavera s/w for 1 yr	1	AU

For & on behalf of
Projects & Development India Ltd.
(P. R. Sahu)
Addl. General Manager (MM)

**Oracle – Primavera Enterprise Project Planning &
Portfolio Management Software (EPPM)**

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ANNEXURE-I**Oracle – Primavera Enterprise Project Planning & Portfolio Management Software (EPPM)****Pre Qualification Criteria (PQC)****A - Technical:**

1. The Bidder should be a company registered in India under the Companies Act, 1956 and should be in operation for at least the last 5 years on the date of bid submission.
2. Bidder should be Oracle authorized partners for license sale of Primavera. The bidder has to be authorized by Oracle (OEM) to quote for the subject enquiry. Authorization letter/mail from OEM is required to be submitted by bidders.
3. Proof that Training has been conducted by the Service Provider for particularly for Primavera Software. Proof in the form of letters, on the companies' letterheads, from contactable references must be provided.
4. The bidders must have successfully executed Purchase order(P.O.) of supply, support and training of Primavera software in different organizations/companies/corporates, within last Seven (7) years, as follows:
 - One (1) Contract / P.O. of value not less than Rs. 6.1 lakh
or
 - Two (2) Contract / P.O. of value not less than Rs. 3.8 lakh each
or
 - Three (3) Contract / P.O. of value not less than Rs. 3.0 lakh each

The bidder is required to submit following documents to meet above criteria.

- Copy of purchase Order
- Completion certificate / Performance certificate.

B - Financial:

4. Average Annual Financial turnover during the last 3 years, ending 31st march 2017, should be at least Rs. 2.29 lakh.
5. Net worth shall be positive as on 31st March 2017.

To meet the above criteria, the bidder is required to submit copy of Audited Annual Report (Balance Sheet and Profit & Loss account) or Chartered Accountant's certificate for net worth and turnover for the last 03 (three) financial years.

ANNEXIURE – II

**Oracle – Primavera Enterprise Project Planning &
Portfolio Management Software (EPPM)****Instruction to Bidders (e-PUBLISH)**

1.0 A bidder who meets the Pre-Qualification Criteria as per ITB and intends to quote against this ITB may download the bidding document from PDIL website <http://pdilin.com> or Central Public Procurement Portal <https://eprocure.gov.in/cppp/> and submit the Bid complete in all respects as per terms & conditions of contract on or before the bid closing date and time.

2.0 Submission of Bids:

Bidders are required to submit their bids under three (03) envelopes as below:

Envelope (A)

- i. Earnest Money Deposit (EMD) as per Cl. 6.0 below.

OR

A copy of valid Registration Certificate, in case of NSIC/MSE registered Companies.

- ii. Format of Bank Details (RTGS) as per annexure VI for online payment, all the details duly filled in.

Envelope (B): Un-priced Technical and Commercial Bid along with the following documents (photocopies) shall be in this envelope:

- i. Documents in support of 'Pre-Qualification Criteria for Bidders' indicated in Annexure-I of ITB as per the requirement.
- ii. Complete ITB documents duly signed & stamped in each page with "Deviations"/"Exception" sheet (if any) and all Annexure duly filled in.
- iii. **Price Confirmation Copy** - A copy of Priced offer keeping price blank (hiding the price) and in place indicating "Quoted" or "√", as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties, shall be submitted
- iv. Copy of Check List enclosed duly filled by the bidder making all the points clear and not leaving any voids.
- v. Photo copy of PAN card.
- vi. A Copy of GST registration certificate
- vii. Any other document as per the requirement specified in the ITB.

Envelope C: Price Bid

Price Schedule as per Annexure-V with quoted rates in Rs. and Taxes & Duties, as applicable, signed and stamped.

All the above envelopes should be super scribed with respective **Envelope no.**, **ITB No.** and **closing date of the bid**. All three (03) envelopes should be sealed and placed in a fourth envelop which should also be super scribed with our **ITB No.** and **closing date of the bid** and addressed to the under mentioned :

HOD (MM)

Projects & Development India Limited

PDIL Bhawan, A-14, Sector 1,

Noida – 201 301

Gautam Budh Nagar (UP)

Tel: 0120-2529842/43/47/51/91 (Extn. 344, 301), Fax: 0120 – 2529801

e-mail: prsahu@pdilin.com; anjali@pdilin.com; mm@pdilin.com;

3.0 Opening of Bids

Bid opening will be Public. Envelope A and B only will be opened on Technical Bid Opening Date. Price Bids (Envelope C) of only those bidders will be opened which will be considered technically and commercially acceptable.

4.0 Evaluation of Bids

Bids shall be evaluated for Pre-Qualification Criteria (PQC) first and Techno-Commercial Bid Evaluation shall be carried out, only for those Bids which shall meet the Pre-Qualification Criteria (PQC).

Bids shall be scrutinized on Techno-Commercial parameters. Bids having unacceptable deviation may be rejected at this stage. However, clarifications shall be sought from bidder for any shortcoming found in their Bid at this stage.

The PRICE BID shall be opened only of those bidders who will be technically and commercially suitable.

5.0 Price Evaluation Criteria

Price Evaluation of Bids shall be done considering the quoted prices, by the bidders in the Price Schedule, along with taxes and duties and bidder shall be selected for award on overall lowest rate quoted considering input Tax Credit on account of GST.

In case of any discrepancy, unit rate shall prevail for calculation to arrive at the total price.

In case a bidder does not fill up any amount and leaves it blank or writing 'N/A' or put '-' against any item of Price Schedule, it shall be deemed that cost of such item (s) is included in other item by the bidder elsewhere in the quoted price.

Incomplete Price Schedule may result into rejection of bid.

6.0 Earnest Money Deposit (EMD)

Earnest money deposit shall be submitted by way of Demand Draft/ Banker's Cheque only drawn on any Scheduled/ Nationalized Bank in favour of 'Projects & Development India Ltd', Noida. **Quotation/Bid without EMD may not be considered.** However, NSIC/MSE

registered Companies are exempted from submission of EMD provided a valid Certificate in this regard is submitted.

6.1 EMD shall be refunded:

- To the unsuccessful bidders after acceptance of order by the successful bidder(s).
- To the successful bidder(s) after deposition of Security money/ confirmation by the Bank for the Security cum Performance Guarantee submitted by bidder

No interest shall be payable on EMD.

6.2 EMD may be forfeited without prejudice to any other right or remedy of PDIL including but not limited to following circumstances:

a) If a bidder withdraws his bid during the period of bid validity specified by the bidder

OR

b) In the case of successful bidder, if the bidder fails to accept the order

OR

c) If a bidder is found to have furnished Mis-representation or wrongful declaration/ presentation of qualifying data and other facts in their Bid

7.0 Validity of Bids

Prices quoted should remain valid for our acceptance for a minimum period of 90 days from the date of opening of technical bids. PDIL will not allow any revision in prices within validity period after sealed tender are opened.

8.0 If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD/PBG/Security Deposit shall be liable to be forfeited.

9.0 Bidders are required to carefully go through the entire scope of ENQUIRY, terms and conditions, and other requirements before quoting. They should feel free to contact PDIL before submission of bid if they have any query on it. Once the bid is submitted, PDIL will presume that the bidder has understood thoroughly the Scope of Supply along with terms & conditions and all these are acceptable to them.

10.0 Bids shall be typed or written in indelible ink and must be free from corrections / erasing / overwriting etc. Any changes made must be authenticated with initial by the Bidder.

11.0 Bid shall be ideally in conformity to the Scope of supply/work along with all Terms & conditions, stipulated in the ENQUIRY. PDIL shall appreciate to receive a Bid having no deviation. However, under unavoidable circumstance, a Bidder may submit Deviations in a separate sheet, which PDIL at its own liberty may accept or reject. Deviations found elsewhere inside the Bid document shall not be considered. Deviations including condition(s), if any, found in the Price bid shall liable for rejection of a Bid in totality.

12.0 PDIL reserves the right to reject any or all the bids without assigning any reason whatsoever and does not bind itself to accept the lowest or any other bid. All bids in which any of the prescribed conditions are to be fulfilled or are incomplete in any respect are

liable to be rejected. PDIL is at liberty to take any of the following actions in case of this ITB:

- a) To cancel the tender without reference to the bidders.
- b) To postpone the due date and time.

13.0 Bidders shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their bids even though Project & development of India Limited may withdraw the enquiry/tender or reject all bids.

14.0 **SITE VISIT:** If needed, Bidder may visit the site before quoting their rates. For site visit and any clarifications please contact to:

HOD (Computer) or his authorized representative
Projects & Development India Limited,
PDIL Bhawan, A-14, Sector-1,
Noida – 201301.
Tel: 0120 - 2539409(D), 2529842/43/47/51/91 (Extn. 441), Fax: 0120 – 2529801
E-mail: anupama@pdilin.com;

15.0 Bids submitted thro' FAX and e-mail will not be accepted. No request from any bidder to PDIL to collect the bid from airlines, cargo agents etc. shall be entertained by PDIL.

16.0 PDIL reserve the rights to assess bidder's capability and capacity to perform the contract.

17.0 Bids must be submitted on or before the closing date and time physically in the bid box at the office of **HOD (MM), Materials Management Department, Projects & Development India Ltd., PDIL Bhawan, A-14, Sector-1, Noida, Pin 201301, Gautam Budh Nager (UP)** or by registered post/courier on the above address so as to reach well in advance of the closing date and time. Offers received late are liable for rejection & no complaint shall be entertained in this regard for any reason whatsoever including postal/courier delay.

18.0 To know more about PDIL, please visit our website <http://www.pdilin.com>

ANNEXURE-III**Oracle – Primavera Enterprise Project Planning &
Portfolio Management Software (EPPM)****General Conditions of Purchase (GCP)****1.0 Scope of Purchase Order (P.O)**

The Scope of P.O shall be as per 'Technical Scope' and/or 'Schedule of Rates', attached to the ITB, unless & otherwise it is modified, at subsequent stage of bidding.

2.0 Firm Price

Price to be quoted shall be firm and subject to no escalation whatsoever during the delivery/completion period including extended period, if any, except for any statutory variations i.e. change in the rate of tax & duty and/or inclusion of any new tax & duty.

Bid with variable price will not be accepted.

3.0 Price Basis

FOR PDIL, duly delivered, installed and accepted at PDIL Bhawan, A-14, Sector-1, NOIDA including risk in transit.

4.0 Taxes and duties

- 4.1 Goods & Service Tax (GST): GST shall be paid EXTRA as applicable as per GST law. Bidder shall clearly indicate the present applicable rate of GST in Percentage (%) along with corresponding HSN / SAC Code and enclose a copy of GST registration certificate along with the un-priced offer

PDIL shall avail Input Credit against payment of GST. Same will also be considered while evaluating the price bid. Relevant necessary documents shall be provided by the Contractor to enable PDIL avail the above credit set up.

- 4.2 Bidders have to ensure that they should file the Tax return on time to avail input Tax credit, else the same shall be deducted from EMD/Security Deposit/Running Bills.
- 4.3 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled Delivery/Completion period, as per P.O, shall be paid at actual on production of documentary evidence.
- 4.3.1 In case of delay in supply, if there is any increase in the rate of tax & duty and/or there is imposition of any new *taxi* duty by statutory authorities, PDIL shall restrict the payment of taxes & duties, as prevalent on the scheduled delivery/ completion period only, as mentioned in the P.O and amendment(s) there to.
- 4.3.2 If there is any decrease in applicable rate of taxes & duties &/or there is any withdrawal of any tax & duty by statutory authorities, during the delivery/ completion period including extended/amended period of P.O, shall accrue to PDIL's a/c.
- 4.4 PDIL shall provide E-way bill i.e. Road Permit, if required, on written request by the Supplier.

5.0 **Effective date of P.O:** Shall be the Date of issuance of LOI/ P.O.

6.0 **Delivery/ Completion Period**

The delivery of the material including Installation and acceptance at PDIL shall be completed within 04 Weeks from the Effective date of P.O.

7.0 **Payment Terms**

7.1 100% payment shall be released within 30 days after Supply, Installation and acceptance of the complete system including First Year subscription (Software Update and Product Support) and training for 05 days, duly certified by the Engineer-in-charge of PDIL, on the invoice.

7.2 The above payments shall be released subject to submission of Security cum Performance Guarantee / Security Deposit, **if applicable**, as mentioned herein below, failing which the same amount shall be deducted from the Supplier's Bill(s).

7.3 All payments will be made by account payee cheque or direct transfer in bank account through RTGS.

7.4 Tax deduction at source: Income tax, as applicable as per income tax act, shall be deducted at source from the Supplier's bills and a certificate towards this deduction shall be issued to the Supplier.

8.0 **Warranty/ Guarrantee**

~~8.1 The Equipment/ Materials shall be supplied with warranty/ Guaranty against any manufacturing defect, for a period of 12 month from the date of commissioning~~

alternatively

Materials/ Spares, to be supplied shall be warranted/ guaranteed as per Original Equipment Manufacturer's (OEM's) policy.

~~8.2 Spares shall be supplied along with Fitment guarantee certificate.~~

9.0 **Security cum Performance Guarantee/Security Deposit**

~~Security cum Performance Guarantee/ Security Deposit shall be applicable for P.O value more than Rs. 2.00 lac.~~

9.1 Security cum Performance Guarantee / Security Deposit for an amount equivalent to 10% of P.O value shall be submitted within 15 days of issuance of P.O, in the form of Demand Draft (DD)/Banker's Cheque. The same shall be valid to cover delivery/completion period ~~plus warranty/guarantee period, if any.~~

~~Bank Guarantee (BG) for Security cum Performance Guarantee/ Security Deposit shall be entertained for value \geq Rs 1.00 lac. PBG shall be valid to cover delivery/completion period plus warranty/guarantee period plus three (03) months' claim period thereafter. PBG shall be issued by any Scheduled Commercial Bank. Format of PBG is enclosed herewith at Annexure VII.~~

In the absence of submission of Security cum Performance Guarantee/ Security Deposit, the equivalent amount after adjustment of EMD amt., if any, shall be adjusted from the bills.

~~9.2 In the case, where OEM's Guarantee/Warranty is applicable, as performance Guarantee, EMD shall be retained as Security Deposit which shall be refunded after 30 days on receipt and acceptance of Equipment/ Material(s).~~

9.3 No interest shall be payable on Security cum Performance Guarantee /Security Deposit.

9.4 PDIL, however, reserves the right to en-cash / forfeit the Performance Guarantee / Security Deposit, if the Supplier fails to execute the P.O and/or abide by all the terms and conditions of the P.O.

9.5 Performance Guarantee / Security deposit shall be refunded after 30 days of completion of ~~Guarantee / Warranty period / completion of delivery~~ contract period on the certification of Engineer In Charge for due fulfilment of the contractual obligations and after adjusting the expenditure incurred by the owner, if any, on account of any failure on the part of the contractor.

10.0 **Price reduction clause**

In the event of delay in delivery/completion beyond contractual delivery/completion period, price reduction @ 0.5% per week or part thereof subject to maximum 5% of total order value shall be recovered from supplier's / Contractor's bill(s).

11.0 **Insurance**

Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. to crew or the third party to be arranged by supplier at his cost.

12.0 **Termination**

In the event of unsatisfactory performance, PDIL reserves right to cancel part or whole of the order / contract and make alternate arrangement at any time during currency of contract on risk & costs of contractor and / or forfeit security deposit

13.0 **Force Majeure**

The act of God, epidemic, wars, revolution, and official strike shall be treated as force majeure condition. In event of occurrence of such condition neither party shall be responsible for delay in performance provided that it is notified within 07 days of its occurrence. The Supplier shall provide justification by documentation countersigned by the local chamber of commerce.

14.0 **Arbitration**

All cases of dispute arising during execution of contract shall be resolved by mutual discussion of parties operating the Contract. In the event of failure to do so, matter will be settled as per Arbitration and Conciliation Act, 1996, as amended from time to time.

However, wherever applicable, in case of settlement of commercial disputes between PSEs inter SE and PSE(s) and Government Department(s), the same shall be settled through Permanent Machinery of Arbitrators (PMA) setup in the Department of Public Enterprises(DPEs) as per the following Clause:

“In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

The performance under this contract, shall not stop for any reason, whatsoever, during the said dispute / proceedings, unless the service provider is specifically directed by PDIL to desist from working in this behalf.

15.0 Jurisdiction

The P.O shall be deemed to have been entered into at Noida/Vadodara/Sindri, for PDIL's different Unit, as the case may be and all cases of action in relation to the P.O shall, therefore, be deemed to have been assigned within its jurisdiction for respective Unit/location.

ANNEXURE –IV**Check List**

(Bidder must confirm point by point and strike out whichever is not applicable)

Oracle – Primavera Enterprise Project Planning & Portfolio Management Software (EPPM)

Name of Bidder:

Offer No.:

Sl. No.	Description	Bidder's Confirmation/ Acceptance/ Comments
1.0	Price: Firm, Duly delivered, installed and accepted at PDIL Bhawan, A-14, Sector-1, NOIDA.	Confirmed
2.0	Place of Delivery : At Projects & Development India Limited, PDIL Bhawan, A-14, Sector-1, Noida-201301.	Confirmed
3.0	Validity of Offer: 90 days from Technical Bid Opening Date	Confirmed
4.0	Price Confirmation Copy - A copy of Priced offer keeping price blank (hiding the price) and in place indicating "Quoted" or "√", as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties, shall be submitted.	Submitted
5.0	Delivery Period: The delivery of the material including installation and acceptance at PDIL, shall be completed within 04 weeks from the effective date of purchase order.	Accepted
6.0	Payment Terms: 100% within 30 days as per clause 7.0 of Annexure-III of ITB.	Accepted
7.0	Price reduction clause: As per Clause 10.0 of Annexure-III of ITB	Accepted
8.0 (A)	Whether the Company is registered as MSE (Micro & Small Enterprises). If "Yes" indicate the registration No. and enclose a copy of Registration Certificate	
(B)	Whether the M S E Company is owned by SC / ST (Yes / No)	
9.0	Copy of PAN card	Submitted
10.0	Copy of GST Registration Certificate	Submitted
11.0	Name, Designation, email id, Telephone Nos. & Fax No. of Contact Person For this enquiry (please fill right side)	

It is confirmed that in case any of the terms and conditions mentioned in this summary are at variance with those indicated anywhere else in our offer; the condition indicated in his summary shall prevail.

Signature of Bidder:

Name:

Stamp:

Date :

Note: Bidder must ensure that all the above information and documents (duly signed and stamped) are furnished along with the Technical Bid.

ANNEXURE –V

Oracle – Primavera Enterprise Project Planning & Portfolio Management Software (EPPM)

Schedule of Rates (SOR)

Bidder's Name:
Offer No.:

Dated:

S.No.	Description	Qty (License)	Unit Price (Rs.)	Total Price (Rs.)
A.	Primavera Licenses			
1.0	Oracle - Primavera Enterprise Project Planning & Portfolio Management (EPPM) (Web based, Latest Version)	3		
2.0	AMC Services			
2.1	First year subscription - Software Update from Oracle			
2.2	First year subscription - Product Support from Oracle			
3.0	Total exclusive of Tax			
3.1	GST Extra as applicable @%			
4.0	Total Inclusive of Tax			

S.No.	Description	Quantity (Participants)	Price per participant (Rs.)	Total Price (Rs.)
B.	Training			
1.0	Training on P6 EPPM Advance for 5 days	5		
2.0	Total Price exclusive of taxes			
2.1	GST Extra as applicable @%			
3.0	Total Price inclusive of taxes			

Grand Total : Grand Total Price including tax (A.4.0 + B.3.0)	
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Contd...

Note:

- I. Bidders are required to quote their rate strictly as per above format.
- II. Un-priced copy of this "SOR" keeping price blank (hiding the price) and in place indicating "Quoted" or "√ ", as a confirmation of price quoted against the enquired item(s) and all applicable Taxes & Duties (in %), shall be submitted along with un-priced Techno-commercial Bid in **Envelope-B**.
- III. Price Evaluation of Bids shall be done considering the quoted prices, by the bidders in the Price Schedule, along with taxes and duties and bidder shall be selected for award on overall lowest rate quoted considering input Tax Credit on account of GST.

Signature of Bidder

Co's Name and Address

Date & Stamp

**Oracle – Primavera Enterprise Project Planning &
Portfolio Management Software (EPPM)**

Format of Details for payment

Bidders are required to submit the following details on the company's **letter head** for online transfer to amount to their account:

1.0		Contractor Name / Company Name	
		Address:	
		Phone No.	
		E-mail ID	
2.0	a.	Name of the Bank	
	b.	Address of the Branch	
	c.	Telephone No.	
	d.	9 Digit Code number of the Bank and Branch appearing on the MICR Cheque issued by the Bank	
	e.	11 Digit NEFT/IFSC Code of the Bank Branch	
	f.	Account Type (SB/CC/CA)	
	g.	Bank Account No.(as appearing on the Cheque)	
	h.	Permanent Account Number (PAN) Under Income Tax Act.	
	i.	GST Registration Number	
	j.	Name of Authorized Signatory	
	k.	Contact Person Name	

We hereby declare that the particulars given above are correct and complete

Authorized signatory of the bidder

Title
Designation
Date:

ANNEXURE-VII

**Oracle – Primavera Enterprise Project Planning &
Portfolio Management Software (EPPM)**

(Self Declaration on Bidder's Letter Head as per below Performa)

DECLARATION

To ,

Projects and Development India Lid.

Noida – 201301

Subject : ITB No.Dt.

Sir ,

We hereby declare that M/s is neither put on Holiday nor Black-listed by any Government / PSU / Private firm or Financial Institution .

Signature

Name :

Designation :

Seal of the Bidder.