

ISO 9001 - 14001 - OHSAS 45001 PORT

TENDER NOTICE No.IENG/SE(East)/AE(MAB)/Arch/F.H/Pt.I/2024,dated 04 .01.2024

Sealed Tenders in the prescribed proforma are invited for the work mentioned hereunder from reputed contractors having experience in **civil works**.

- 1. Name of work:: Providing Exterior painting to ornamental Arch at Fishing Harbour in Port area.
- 2. Estimated Cost: **Rs. 1,40,000 /- (Excluding GST)**
- 3. E.M.D. : **Rs. 2,800** /- (Accepted only online payable to SBI, Visakhapatnam Port branch A/c No. 30387186900,IFSC code SBI code SBIN 0001740)
- 4. Cost of Tender papers (Non- refundable): **Rs.236/-** (Rs.200/-+ Rs.36/- (GST @ 18%) (Accepted only on line Payable

(Accepted only on line Payable (through RTGS/NIFT/Bank Transfer) to SBI Visakhapatnam Port Branch A/c No 30387186900 IFSC code SBIN 0001740)

- 5. Date of request for Tenders:04.01.20246. Last date for issue of Tenders:10.01.2024
- 7. Date and time for receipt of Tenders: 10.01.2024

Up to 14.00 Hrs. Tenders will be opened on same day after 14.05 Hrs.

Request for issue of Tender papers shall be addressed to the undersigned enclosing online payment receipt towards cost of Tender papers along with copies of Solvency from Nationalised Bank / Scheduled Bank to the extent of **Rs.0.75 Lakhs** obtained within one year and valid GST Registration. The Tenderer who wishes to download the Tender documents from the VPA website: <u>www.vizagport.com</u> have to pay the cost of Tender papers through online and to submit online transaction details with UTR Number and also to pay the EMD amount through online and to submit online transaction details with UTR number at the time of submission of Tender , Otherwise their Tender will not be considered. The Tenderers are required to observe the website to find out any corrigendum issued subsequent to the downloading of the Tender notice and schedule. Details of average annual turnover shall not be less than **Rs.0.42 Lakhs** during the last 3 (three) years ending 31st March of the previous financial year, duly certified by the Charted Accountant, proof of experience in **Civil works** i.e., experience of having successfully completed civil works during last 7 years ending last day of month previous to the one in which applications are invited should be:

- i) 3 (three) successfully completed civil works each costing not less than the amount equal to 40% of the estimated cost (or)
- ii) 2 (two) successfully completed civil works each costing not less than 50% of the estimated cost (or)
- iii) 1 (one) successfully completed civil work costing not less than 80% of the estimated cost.

If any amendment or addendum is issued before opening of the Tenders , the same may be looked in the VPA Web site and any further clarifications can also be obtained from the CE's office VPA.

The right of issue of tenders is reserved.

SUPERINTENDING ENGINEER (East)

Copy to: Copy to: Copy to:	SE(CP)- for information. FA&CAO/Nodal Officer, IT /C V.Ofor information. Dy. Director (ITS) along with complete bid document in Soft copy form to publish on the V.P.T. website up to 13.00hours on 10.01.2024.
Copy to:	Notice Board / Director[Civil] to arrange display the Tender notice on the notice board.
Copy to:	AE(MAB)/SE(EAST)
Copy to:	SE - III - for information and necessary action.
Copy to:	M/s. Builders Association of India, Plot No.43&44,
	4th Floor, Siripuram, Visakhapatnam
Copy to:	The Garison Engineer, MES, Visakhapatnam
Copy to:	The Chief Engineer, DGNP, Visakhapatnam For information
Copy to:	The Chief Engineer, NAVY, Visakhapatnam (with a request
Copy to:	The Supdt. Engineer, CPWD, Visakhapatnam \nearrow to arrange
Copy to:	The Supdt. Engineer, R&B, Visakhapatnam wide publicity
Copy to:	The Supdt. Engineer, Public Health Visakhapatnam
Copy to:	The Chief Engineer, VMC, Visakhapatnam
Copy to:	The Chief Engineer, VUDA, Visakhapatnam
Copy to:	The Divl. Rly. Manager(Engg.), Waltair, Visakhapatnam
Copy to:	The Chief Engineer, M/s. R.I.N.L., Steel Plant, Visakhapatnam.
Copy to:	The Chief Engineer, M/s. N.T.P.C., Visakhapatnam.
Copy to:	The Chief Engineer, M/s. N.H.A.I., Marripalem, Visakhapatnam

PERCENTAGE - TENDER FOR WORKS

I / We hereby Tender for execution for Board of Trustees of the Visakhapatnam Port Authority of the works specified in the Tender memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications design and instructions in writing referred to in Rule - 1 hereof and in clause - II of the conditions of contract and with such materials as are provided for by end in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM (GENERAL DESCRIPTION)

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a)	Name of the work:	:	Providing Exterior painting to the ornamental Arch at Fishing Harbour in port area
b)	Estimated Cost	:	Rs: 1,40,000 /-
c)	Earnest Money	:	Rs. 2,800/-
d)	Security Deposit	:	10% of the contract amount
e)	Percentage to be deducted from bills towards Security Deposit	}	10% of the gross bill amount will be recovered towards S.D. from the bill till entire amount of 10% of the contract value is reached including EMD.
f)	Time allowed for the above work from date of written order.		07 [Seven] Days

g) Maintenance period 03[Three] Months

ltem No.	Item of Work	Quantity	Unit Per	Rate to be Quatationed	Amount
1	2	3	4	5	6.

Should this tender be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of the conditions contained in the pamphlet named "GENERAL DIRECTIONS AND CONDITIONS OF CONTRACT" which have been read by me, read and explained to me so far as applicable, or in default thereof to forfeit and pay to the Board of Trustees or its successors in office the sums of money mentioned in the said conditions:

Give particulars and Nos. strike out (a) if no cash security deposit is to be taken	The sum of Rs. 2 , 800/- is deposit with the Financial Adviser and Chief Accounts Officer (Port Authority) and full value of which is to be absolutely forfeited by the Board or its successors in Office, without prejudice to any other rights or remedies of the said Board or its successors in office, should I / We fail				
Strikeout (b) if any Cash Security Deposit is taken	to commence the work specified in the above memorandum of should I / we not deposit the full amount of SECURITY DEPOSIT specified in the above memorandum in accordance with Clause I (a) of the said conditions of Contract, otherwise the				
Receipt attached as Earnest Money (A) the	said sum of Rs.2,800/- (Rupees Two thousand eight hundred only) shall be retained by Government as on account of such SECURITY DEPOSIT as aforesaid or (b) the full value of which shall be retained by BOARD on account of the SECURITY DEPOSIT specified in Clause I (b) of the said conditions of contract.				
Signature of contractor before submis tender.	ssion Dated the day of20 of				
Signature of witness to Contractor's Signature	Witness:				

Address: Occupation: The above tender is hereby accepted by me on behalf of the Board of Trustees of Visakhapatnam Port Authority.

Signature of the Officer by whom accepted.

Dated the -----20

CHAIRPERSON VISAKHAPATNAM PORT AUTHORITY

The common seal of the BOARD OF TRUSTEES of the Port of Visakhapatnam has been affixed in the presence of <u>Dr. MADHAIYAAN ANGAMUTHU</u>, IAS, CHAIRPERSON of the BOARD OF TRUSTEES has signed on behalf of the Board in the presence of.

SCHEDULE ' A'

Schedule showing (approximately) the materials to be supplied by the Visakhapatnam Port Authority Board under Clause – 10 of the General Conditions of Contract to be executed and the rates at which they are " to be charged for ".

NAME OF WORK:: Providing Exterior painting to the ornamental Arch at Fishing Harbour in port area

SL. Description No. materials		Approx. quantity	Unit	Rate at which the materials will be charged to the Contractor	Place of delivery
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- NIL -

CONTRACTOR

SUPERINTENDING ENGINEER (East)

Note: Visakhapatnam Port Authority will not supply any material required for the work for both permanent and temporary works and the contractor himself shall procure the same.

NAME OF WORK: Providing Exterior painting to the ornamental Arch at Fishing Harbour in port area

SCHEDULE 'B'

SI. No.	Description of work	Approx. Qty in	Unit in	Rates in	Amount	
NO.		Qty in				
			figures and	figures and	Rs. Ps.	
		figures and	words	words		
		words				
1.	Providing Painting two coats of Apex Ultima with Asian weather proof Dirt pickup Resistance [DPUR] exterior emulsion or equivalent of approved quality, colour, and shade etc., on Plastered / Concrete surface / ornamental slabs / architectural domes, watering etc., Including providing necessary scaffolding to the arch height as required and all	1 No	1 No (EACH)	1,40,000 (Rupees One lakh forty thousand only)	1,40,,000 /-	
	labour, materials, lead & lifts etc., as directed by the Engineer- in -					
	charge complete.					
Grand Total						
Amount put to tender						

Percentage excess / less over the amount put to Tender _____ %

(In words_____)

<u>CONTRACTOR</u>

SUPERINTENDING ENGINEER (East)

<u>NAME OF WORK</u>:- : Providing Exterior painting to the ornamental Arch at Fishing Harbour in port area

SPECIAL CONDITIONS

- 1. All rules and regulations covered by Visakhapatnam Port Authority shall be applicable.
- 2. The contractor is responsible for taking all precautionary measures for safety of workers under him and responsibility arising due to any mishap during the execution of work, the payment of any compensation etc., lies entirely on the part of contractor.
- 3. Statutory deductions will be made from the bills.
- 4. No claim will be entertained for fluctuation in market rate of any labour, materials and on transportation etc., during the currency of contract will be entertained by the department.
- 5. The work should be completed within <u>07 days</u> from the date of issue of work order.
- 6. The contractor shall see that no obstruction is caused to the normal working of the port staff working in the locality and should cooperate with other contract agencies working in that area simultaneously without any claim what so ever.

7. <u>GST Conditions:</u>

(a) GST in respect Supply of Goods & Services or on works contract as applicable in respect of this contract should be payable by the supplier/service provider / contractor and ort trust will not entertain any claims with effect from 01.07.2017.

(b) According to GST Act every dealer is liable to be registered whose aggregate turn over exceeds Rs.20 lakhs for supply of goods / services / executing any works contract. Accordingly GSTIN is to be provided for participation in tender and to award the contract.

(c) The applicable TDS as per the central GST (CGST) Act will be deducted as and when notified by the Government.

(d) The rate to be quoted should be exclusive of GST component and payment will be made against "Tax Invoice" as prescribed under the GST Act/Rules.

(e) The supplier/contractor is required to remit GST as per the "Tax Invoice" and file the details in GSTR on or before10th of the subsequent month to enable VPA to claim input tax credit otherwise the said tax invoice will be kept pending for payment.

(f) The rate quoted shall be exclusive of GST and GST as applicable shall be extra.

(g) The supplier / contractor shall have to provide HSN code / SAC code and the responsibility of applying the correct rate of Tax in GST regime shall be on the supplier / contractor. The supplier / contractors is not entitled for any other taxes / cesses which are subsumed in GST except for applicable GST mentioned in the Tax Invoice.

(h) The Central excise duty, VAT and TDS on works contracts, Service tax, Octroy, Entry tax etc. which are subsumed in GST are no more applicable in the present GST.

(i) Supplier / Contractor is to submit Tax Invoice (for taxable supplies) as per the governing provisions of GST law and all the particulars which are mandatorily required to be mentioned in Tax invoice etc. shall have to be necessarily mentioned in such Tax Invoice. The amount of GST claimed in the Tax Invoice shall be final and any future claim by the supplier / contractor shall not be entertained by VPA under any circumstances.

(j) In case of further change in the tax structure till the date of completion of work or in case any error is noticed in the calculation of amount payable / recoverable the same shall be paid by VPA or else recovered from the bills or security deposits or any other amounts payable to the supplier / contractor.

(k) In case the value charged / tax charged in the tax invoice is found to be less than the taxable value or tax payable in respect of such supply, the same shall not be entertained by VPA unless the supplier / contractor who has supplied such goods or services or both, shall issue to the VPA a debit note / supplementary invoice containing such particulars as may be prescribed.

(I) The supplier of goods / services / composite supplies / works contractor has to mandatorily remit the GST collected from VPA to the Government. In case of any non-payment of GST by such supplier of goods / services / composite supplies / works contractor which has the adverse effect on the input tax credit availed by VPA if any, such amount together with interest shall be recovered from the bills / tax invoices / any other amounts payable to the supplier / contractor.

(m) VPA is liable to deduct TDS if applicable as per the provisions of Section 51 of CGST Act from the date notified by VPA at the applicable rates.

(n) The components viz. Labour cess, TDS as per Income tax Act 2017, Seignorage fee etc. viz. taxes / cesses which are not subsumed in GST shall be applicable as it is and there is no change in such recovery procedure and the same has to be continued.

(o) In terms of clear provisions under Section 171 (1) of CGST Act, the supplier / contractor shall have to pass on the benefit in the form of reduction in prices in case there is any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit. Accordingly, the contractor has to submit a Declaration (Declaration No.2) attached herewith.

- 8. The notice inviting tenders etc. shall form part of contract.
- 9. The Port working hours are from 8.30 A.m. to 01.00 PM and from 02.00 P.M. to 5.30 P.M. The contractor has to work accordingly.
- 10. All the claims of the Port Authority against this contract or any other transaction whatsoever will be recovered from the amounts due to Contractor on this contract.
- 11. For painting works wherever scaffolding is needed the initial height of 15 mts. shall be taken for which no extra payment will be made. The contractor has to quote the rates accordingly.

- 12. The Contractor shall observe the prohibitory rules and regulations existing at the time of work as revised from time to time and cause no obstruction or hindrance to the department works.
- 13. The decision of Engineer-in-Charge is final in case of any technical clarifications.
- 14. The Contractor shall arrange necessary drinking water for workmen at no extra cost to the department.
- 15. The tenderers are expected to contact sub-division office on any working day during office hours and obtain such clarifications as necessary and to carefully inspect the site of work and study the site conditions before tendering for this work and no claim whatsoever will be entertained at future date arising out of local working conditions and clarifications given by the Department.
- 16. The Contractor shall provide all facilities provided in Contract Labour (Regulations and abolition) Act 1970 and other Central / State Enactments and shall be responsible for violation of any of the same.
- 17. The department reserves the right to cancel the execution of some of items or units of work at any time during the execution of work. No claim by the contractor on this account and due to variation of any particular items will be entertained.
- 18. Security and Safety:

<u>Security required</u>: The Contractor shall comply with all regulations imposed by the customs and Port Security Authorities in respect of the passage of plant, vehicles, materials and personnel through Customs barriers.

- 19. The Contractor shall not prefer any claim with regard to increase in rates of any labour covered by the subject contract or with regard to applicability of schedule of rates that may be revised during the currency of contract and that if any claim has been preferred by the Contractor, the same shall not be entertained by the department and the decision of the Competent Authority is final and cannot be a subject matter of arbitration.
- 20. It is responsibility of the Contractor to see that the job entrusted to him is done expeditiously with safety and in time.
- 21. If any forged / fake documents are submitted by the tenderers, their business dealings with VPA will be banned.
- 22. In the event that two or more bidders quote the same amount of percentage (The "Tie Bidders") the authority shall identify the selected bidder by draw of lots which shall be conducted, with prior notice in the presence of the Tie Bidders who choose to attend.
- 23. The work is to be carried out without causing any damage to the Port property. If any damages are caused to the Port Property either directly or indirectly the Contractor has to make good at his cost.
 - 24. The contractor has to arrange necessary scaffolding at his own cost. The rate of relevant item of schedule-B is inclusive of this.

- 25. <u>Security Deposit</u>: **Rs.2,800/-** should be paid towards EMD along with submission of Tender. 10% of the gross bill amount will be recovered towards S.D. from the bill till entire amount 10% of the contract value is reached including EMD. The Security deposit will be refunded only after satisfactory completion of the maintenance period of 03 (Three) months. The Authority of release of R M is Dy. Chief Engineer.
- 26. The bidder has to submit declaration (Declaration No.1) towards GST as prescribed in the pro-forma enclosed.
- 27. It is the responsibility of the Contractor to see that the job entrusted is done expeditiously with safety and in time. A penalty of 1/2 % will be levied for every week of delay subject to maximum of 10% on the total value of the contract. In this connection, the decision of Chief Engineer is final. Time is the essence of the contract.

28. METHOD OF MEASUREMENT:

- I. Standard Method: Unless stated or billed otherwise, quantities shall be measured in accordance with the Indian Standard code of practice for Measurement of Civil Engineering works I.S. 1200. The rates entered in the contract shall include whatever allowance is considered by the contractor to be necessary for waste, working area, construction slopes, batters etc.
- 29. The Contractor should submit the bill copies in triplicate in the format as approved by the Engineer-in-charge after completion of the work.
- 30. The Contractor has to follow the norms of IMS as the VPA is adhering to Quality management system (ISO 9001-2015), Environmental management system (ISO 14001-2015) and Occupational health & safety assessment series (OHSAS 45001-2018) for their activities.
- 31. Any damage, loss thefts etc., of the accessories of plant and machinery shall be to the account of the contractor and the contractor shall arrange necessary watch / security etc., himself at his cost.
- 32. (i) The bidders should pay the Transaction Fee (non-refundable) EMD shall be accepted only through RTGS/NEFT/ Bank Transferred with effect from 01.10.2020 in VPA. The VPA bank account details to which amount is to be transferred is SBI, Visakhapatnam Port Branch, A/c No. 30387186900, IFSC: SBIN0001740.

(ii) The bidders shall submit the copy of the online transaction details with UTR No. along with the bid documents failing which the bid shall be summarily rejected. VPA shall not be liable / responsible for any connectivity / internet problem either with user side / Bank. It is in the own interest of the bidders, bidders may get it verified from Bank that the requisite money has been received by VPA for the NIT in which they are participating.

(iii) In case of the NSIC / MSME certificate submitted bidders, the eligibility for exemption of Transaction fee and EMD amount subject to fulfilling of tender condition.

33. Micro and small enterprises registered with NSIC / Ministry of MSME with adequate monitory limits are exempted from payment of tender cost and EMD amount for participating in V.P.A tenders for the execution of works/ AMC works.

- 34. All the eligible Bidders, who are registered with NSIC / Ministry of MSME are exempted from payment of EMD amount and tender Document Cost subject to fulfilling of following conditions:
 - i. The Bidder should invariably submit a request letter claiming "EMD and Tender Document Cost exemption".
 - ii. The Bidder has to submit the self-certified copy of the registration certificate issued by NSIC/Ministry of MSME for the works/service relevant to the "Subject Tender" as per Pre-qualification criteria.
 - iii. The above registration certificate should be valid on the date of opening of the tender.
 - iv. The Monitory limit of the Registration Certificate shall be more than the "Amount put to Tender". In case the monitory limit of the above Registration Certificate is less than the estimated cost (put to tender), then the above certificate will be treated as invalid for the subject tender value.
 - v. In case the Registration Certificate issued by NSIC/Ministry of MSME is found to be invalid (date expired) or insufficient monitory limit or irrelevant works or services i.e. other than the tendered works/services. Then the above Registration Certificate cannot be considered for exemption of EMD & Tender Document Cost and the Bid received will be treated as "Bid submitted without EMD and Tender Document Cost", which would attract disqualification under EMD & Tender Document Cost of tender conditions as mentioned above.
 - vi. Copy of "Application for obtaining NSIC/ MSME Registration" of pending renewal of NISC will not be entertained. Such offers will be treated as Offers received without EMD and Tender Document cost.
- 35. No advance for collection of materials will be given.
- 36. If any discrepancy arises in executing the works, the decision of the Engineer-incharge will be final.
- 37. A contract agreement is to be got executed on non-judicial stamped paper worth of Rs.100/- . A draft agreement will be issued after issuing work order.
- 38. The rates quoted by the contractor should be inclusive of all labour and materials, leads and lifts in all situations etc., unless otherwise specified and no claim on this will be entertained.
- 39. The contractor has to make his own security arrangements for the materials, equipment etc., brought by him to the site at his own cost. Department is not responsible in any way in this regard.
- 40. As the location of work is in a prohibited area the contractor shall obtain necessary RFID pass from commandant CISF / VPT through the department. For himself is workers, materials, equipment's and vehicles etc., As rules in force the necessary charges towards RFID pass shall be borne by contractor.
- 41. The percentage quoted less/over amount put to tender shall be required to be mentioned in words at the end of schedule -B by the contractor

CONTRACTOR

SUPERINTENDING ENGINEER (East)

UNDERTAKING

I am aware of the General Directions and conditions of contract works on percentage tender and additional conditions including amendments issued from time to time of the Civil Engineering Department, Visakhapatnam Port Trust. I will abide by them whenever works are entrusted to me and will sign them at the time of agreement without questioning. Also, I will not claim anything extra for the reason that they are not supplied along with tender papers.

SIGNATURE OF THE CONTRACTOR

NAME:

ADDRESS:

VISAKHAPATNAM

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SAFETY, HEALTH, ENVIRONMENT & QUALITY POLICY

Port of Visakhapatnam is committed to provide prompt, efficient and safe services to ensure quick turn round of sea, rail and road borne cargo by:

- Implementing and continually improving the performance of occupational health, safety, environment and quality management systems.
- Complying with the applicable statutory and regulatory requirements.
- Preventing injury and occupational ill health.
- Preventing pollution to the environment by setting sound environmental objectivities.
- Enhancing customer satisfaction.
- Ensuring the promotion of awareness among the employees and the interested parties on safety, health, environment and quality.

Make available this policy to the public, all persons working under the control of the organization and the interest parties.

CHAIRPERSON

Visakhapatnam Date:

SECURITY POLICY

(I.S.P.S. CODE)

Visakhapatnam Port Authority is committed to provide a safe and secure working environment to all its employees, Port users, ships and the personnel. This will be achieved in the Port by establishing and maintaining the required security measures to prevent unlawful acts against personnel, cargo and marine assets.

CHAIRPERSON

NAME OF WORK: Harbour in port area : Providing Exterior painting to the ornamental Arch at Fishing

DECLARATION No. 1

The conditions contained in the NIT were perused and it was understood that is the condition relating to GST is concerned it was mentioned as follows:

"According to GST ACT every dealer is liable to be registered whose aggregate turn over exceeds Rs.20 lakhs for supply of goods/services/executing any work contract accordingly GSTIN is to be provided for participation in tender and to award the contract".

I the authorized signatory of the bidder do, hereby declare and confirm that I have read and understood the NIT conditions as such I am conscious about the consequences and implication of GST on the subject work. I further declare that I am well aware of the guidelines being issued by the Govt. of India regarding GST from time to time and also the applicability of the rates and the likely variation of the same in future either upwards or downwards under the GST regime in respect of the works in VPA. I am also aware that I am bound by the policy of the Govt in this regard.

I therefore hereby undertake and declare that I shall be liable to pay any amounts payable towards GST unconditionally without any demur and in this regard I hereby authorize VPA to recover or deduct such sum of GST from the amounts as per rules payable to Me/Our firm. I declare that the authorization hereby given is irrevocable and shall be binding on me as well as my successors, agents or person claiming any amount on my behalf.

SIGNATURE OF THE CONTRACTOR/ FIRMS NAME ADDRESS

St: Visakhapatnam Dt:

<u>NAME OF WORK</u>: Providing Exterior painting to the ornamental Arch at Fishing Harbour in port area

DECLARATION No.2

Table 1: Anti- Profiteering

Section 171(1) CGST Act 2017:

Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient (VPA) by way of commensurate reduction in prices.

Sr. No.	Item description	Remarks whether owing to reduction in tax rates or owing to accrual of additional input tax credits

Table 2: GST Detail

Sr.	Item	HSN /	Erstwhile Tax	Applicable	Applicable			
No	description	SAC code	Rates(Excise Duty, Service Tax,		GST%			
•		(as	VAT/CST)	GST)				
		applica	U	UTGST				
		ble)	and any other tax					
			subsumed in GST					

Availing of Input tax credit ____

Vendor (Supplier of goods/service provider) to note and ensure timely receipt of goods and tax invoices in VPA as per GST Law.

Benefit on account of Input Tax Credit (ITC) shall be passed on to VPA (Yes/No)_____

Signature of Authorized signatory: Name of supplier / service provider:

seal