

NOTICE INVITING TENDER (NIT)

REQUIREMENT OF NEW COMMERCIAL PREMISES FOR BAIKUNTHPUR BRANCH, DISTRICT-REWA, REGIONAL BUSINESS OFFICE-6, REWA

State Bank of India invites offers from owners/power of attorney holders for the commercial/office premises on lease rental basis for new premises *the* following Branches of RBO-6, Rewa

| S. No. | Name of Branch | Status of Branch | Desired Location | Carpet Area requirement including Safe / Strong/compactor Room (+/- 5%) | Compactor Room/strong room (Carpet Area) |
|--------|----------------|------------------|---|---|--|
| 1 | Baikunthpur | New Premises | On main Road / Market area of Baikunthpur District-Rewa | 2500-3000 Sq. Ft. | 350-450 Sq. Ft. |

2. The premises should be preferably in prime locality in the vicinity of existing respective Branch premises preferably on a main road with adequate dedicated parking space and predominantly in the cluster of commercial establishment on the Ground floor ready/likely to be ready for possession or to be construct as per Bank's layout plan. (Bank's has sole description for the same)

3. Premises should be ready for possession / occupation or expected to be ready within 6 (six) months from the last date of submission of proposal. Preference will be given to ready to use premises. Preference will also be given to Premises owned by the Govt. / Semi-Govt. departments / Public Sector Units / Public Sector Banks.

4. The format for submission of the Tender/offer form (Technical Bid & Price Bid) containing detailed parameters, terms and conditions can be downloaded from the Bank's website www.sbi.co.in under link "Procurement News" from 11.01.2024 to 25.01.2024.

5. The offers in a sealed cover complete in all respects should be submitted on or before 3.00 pm on 25.01.2024 during working hours at the following address-

| Sr. No. | Name of Office Premises | Address for Submitting Tender/Offer |
|---------|--------------------------------|--|
| 1. | Regional Business Office, Rewa | The Regional Manager, State Bank of India, Regional Business Office – 6, Ashirwad Complex, Geeta Joyti School, Rewa-486001 (M.P.) |

The SBI reserves the right to accept or to reject any offer without assigning any reason there for. No correspondence in this regards will be entertained. No Brokers please.

Regional Manager,

RBO-6, Rewa

TECHNICAL BID

1. TERMS AND CONDITIONS

OFFER/LEASING OF COMMERCIAL/OFFICE PREMISES

This tender consists of two parts viz. the “Technical Bid” (having terms and conditions, details of offer and Annexure-I) and the “Price Bid”. Duly signed and completed “Technical” and “Price Bid” are required to be submitted separately for each proposal (Photo copies may be used in case of multiple offers). The “Technical Bid and “Price Bid” for each proposal/offer should be enclosed in separate sealed envelopes duly super scribed on top of the envelope as “Technical Bid” or “Price Bid” as the case may be and these envelopes are be placed in a single cover super scribing “Tender for leasing of Commercial/Office premises for Regional Business Office-6, Rewa” and should be submitted at the offices of : The Regional Manager, SBI, RBO-6,Ashirwad Complex, Geeta Joyti School, Rewa-486001, (M.P.) on 25.01.2024 or before 3.00PM on as mentioned in NIT, point no. 05.

Important Points of Parameters –

| | | |
|---|-------------------|---|
| 1 | Carpet Area | As specified in NIT |
| 2 | Building frontage | Preferable frontage of 40 ft. along the main road of the locality. |
| 3 | Parking Space | 6-8 dedicated car parking of (1200-1500 sqft) area & dedicated parking for 15 to 20 Two wheelers parking for staff/ may increase as per Branch Requirement or covered parking |
| 4 | Open parking area | Sufficient open parking area for customers (around 1200 to 1500 sqft)/ may increase as per Branch Requirement |
| 5 | Amenities | 24 hours Potable water supply availability, Generator power back up (min. 30-40 KW,), Electrical load (min. 30-40 KW, three phase, load may very as per area required), etc. |

| | | |
|----|-----------------------------------|---|
| 6 | Possession | Ready possession / occupation/expected to be ready within 6 (six) months from the last date of submission. |
| 7 | Premises under construction | Will be in case the building is completed and handed over within next 6 months in all respect. |
| 8 | Location | In the vicinity of the existing Branch to be shifted (in case of shifting of Branch) & location as specified in NIT(in case of new Branch). |
| 9 | Preference | (I) Premises duly completed in all respect with required occupancy certificate and other statutory approvals of Local Civic Authority. |
| | | (ii) Single Floor (Preference shall be given to GF) |
| | | (iii) Offer from Govt./Semi Govt. Departments / PSU /Banks. |
| | | (iv) Ready to occupy premises/ expected to be ready within 6 (six) months from the last date of submission of proposal. |
| 10 | Unfurnished premises | May be considered and Bank will get the Interior and Furnishing work done as per requirement. However, all mandatory Municipal license/NOC/approval of layouts, internal additions/alterations etc. as necessary from Local Civic Authority/Collector/Town planning etc. for carrying out the interior furnishing/ internal additions/alterations etc. in the premises by the Bank will be arranged by the Owner. |
| 11 | Initial period of lease | 5 + 5 years with an option to renew for a further period of 5 + 5 years on mutually negotiated rates after a period of 10 years. |
| 12 | Selection procedure | Techno-commercial evaluation by assigning 70% weightage for technical parameters and 30% weightage for price bid. |
| 13 | Validity of offer | 6 months from the last date of submission of the offer |
| 14 | Stamp duty / registration charges | To be shared in the ratio of 50:50. |
| 15 | Rental Advance | No advance payable. |

| | | |
|----|----------------|---|
| 16 | Fit out period | 3 Months after completion of civil work and other mandatory approvals by Land lord. |
|----|----------------|---|

TERMS AND CONDITIONS

17. The successful vendor should have clear and absolute title to the premises and furnish legal title report from the SBI empanelled advocate at his own cost. The successful vendor will have to execute the lease deed as per the standard terms and conditions finalized by the SBI for the purpose, and the stamp duty and registration charges of the lease deed will be shared equally (50:50) by the lessors and the SBI. The initial period of lease will be 5 years and will be further renewed for 5 years (viz. total lease period 10 years) with requisite exit clause to facilitate full / part de-hiring of space by the SBI during the pendency of the lease. As regards increase or decrease in rents payable, increase in rent if any shall be subject to market conditions & to a maximum ceiling of 25% after initial term of 5 years is completed. After 10 years, rent can be negotiated and finalized with mutual agreement so that new lease can be executed for further term of 5 + 5 years.

18. Tender document received by The Regional Manager, SBI, RBO-6, Ashirwad Complex, Geeta Joyti School, Rewa- 486001, (M.P.) on 25.01.2024 or before 3.00PM

19. The lessors are requested to submit the tender documents in separate envelopes super scribed on top of the envelope as "Technical Bid" or "Price Bid" as the case may be duly filled in (as stated earlier) **with relevant documents/information** at the following address:

| Sr. No. | Name of Branch/Office Premises | Address for Submitting Tender |
|---------|--------------------------------|--|
| 1. | Regional Business Office- Rewa | The Regional Manager, State Bank of India, Regional Business Office – 6, Ashirwad Complex, Geeta Joyti School, Rewa-486001 (M.P.) |

Regional Manager,

RBO-6, Rewa

2. General Terms & Conditions (Part of Technical Bid)

- 2.1 All columns of the tender documents must duly filled in and no column should be left blank.
- 2.2 All pages of the tender documents (Technical and Price Bid) are to be signed by the authorized signatory of the tenderer. Any over-writing or use of white ink is to be duly initialed by the tenderer. The SBI reserves the right to reject the incomplete tenders.
- 2.3 In case the space in the tender document is found insufficient, the lessors/ tenderers may attach separate sheets.
- 2.4 The offer should remain valid at least for a period of 6 (Six) months to be reckoned from the last date of submission of offer.
- 2.5 There should not be any deviation in terms and conditions as have been stipulated in the tender documents. However, in the event of imposition of any other conditions, which may lead to a deviation with respect to the terms and conditions as mentioned in the tender document, the lessor is required to attach a separate sheet "list of deviations", if any.
- 2.6 The Bids will be opened on 25.01.2024 at 3:30 PM in presence of tenderers who choose to be present at the office of :

| Sr. No. | Name of Branch/Office Premises | Address for Submitting Tender |
|----------------|---------------------------------------|--|
| 1. | Regional Business Office, Rewa | The Regional Manager, State Bank of India, Regional Business Office – 6, Ashirwad Complex, Geeta Joyti School, Rewa-486001 (M.P.) |

- 2.7 All tenderers are advised in their own interest to be present on that date at the specified time.
- 2.8 The SBI reserve the right to accept or reject any or all the tenders without assigning any reason therefore.
- 2.9 Canvassing in any form will disqualify the tenderer. NO BROKERAGE WILL BE PAID TO ANY BROKER.
- 2.10 The short listed lessors will be informed by the SBI for arranging site inspection of the offered premises.

2.11 Income Tax and other statutory clearances shall be obtained by the lessors at their own cost as and when required. All payments (Rent+GST) to the successful tenderer shall be made by Account Payee Cheque or RTGS/NEFT by the SBI.

2.12 Preference will be given to the exclusive building/floor in the building with ground floor offer having ample parking space in the compound / basement of the building. Preference will also be given to the premises owned by the Govt. Departments / Public Sector Units /Banks as stated earlier.

2.13 Preference will be given to the buildings on the main road of the location specified in NIT.

2.14 The details of parameters and the technical score has been incorporated in Annexure I. The selection of premises will be done on the basis of techno commercial evaluation. 70% weightage will be given for technical parameters and 30% for price bid. The score finalized by Committee of the SBI in respect of technical parameters will be final and binding to the applicant.

2.15 The income tax and other taxes as applicable will be deducted at source while paying the rentals per month. All taxes and service charges shall be borne by the landlord. While renewing the lease after expiry of initial lease period of (5+5) years, the effect of subsequent increase/decrease in taxes and service charges shall be taken into account for the purpose of fixing the rent.

2.16 However, the landlord will be required to bill the SBI every month for the rent due to them indicating the GST component also (if applicable) in the bill separately. The bill also should contain the GST registration number of the landlord, apart from name, address etc. of the landlord and the serial number of the bill, for the bank to bear the burden of GST, otherwise, the GST if levied on rent paid by landlord directly, shall be reimbursed by the SBI to the landlord on production of such payment of tax to the Govt. indicating name, address and the GST tax registration number of the landlord.

2.17 The interest free rental deposit equivalent to maximum six month's rent may be granted to the landlord at the time of taking possession of the premises depending upon the need / demand of the landlord for the same and such deposit will have to be adjusted during the last six months of occupation.

2.18 Mode of measurement for premises is as follows:

Rental will be paid on the basis of "Carpet area" which is to be measured only after addition and alteration work carried out as per banks approved layout plan for the Branch.

A. Rentable Carpet area shall be area at any floor excluding the following area

1. Walls
2. Columns
3. Balconies
4. Portico/Canopy
5. Staircase
6. Lofts
7. Sanitary shafts
8. Lift wells
9. Space below windowsill
10. Box louver
11. AC duct

B. Measurement of Mezzanine floor area (if any) shall be considered as under: Floor to ceiling Height

- | | |
|---------------------------|----------------------|
| 1. Above 2.6m: | 100% of carpet area. |
| 2. Above 2.1m up to 2.6m: | 50% of carpet area. |
| 3. Below 2.1m: | Not to be considered |

C. The following shall be including in wall area and shall not be measured.

1. Door and door opening in the walls
2. Built in cupboards

2.19 The floor wise area (viz. Ground, First, etc.) with the corresponding rate for rent/taxes should be mentioned in the Price Bid. The number of car and scooter parking spaces/Slot offered rent free should be indicated separately.

2.20 The successful lessor should arrange to obtain the municipal NOC/approval of layouts, internal addition/alteration works etc. from Local Civic Authority/collector/town planning etc. for carrying out the interior furnishing of the premises by the Bank. Lessor should also obtain the completion certificate from Municipal authorities after the completion of the above works. The required additional electrical power load and Civil work if as required will also have to be arranged by the lessor at his/her cost from the State Electricity Board or any other private electricity company in that area etc. and NOC and the space required for installation and running of the Generator will also have to be provided within the compound by the lessors at no extra cost to the Bank.

2.21 Lessor should obtain and furnish the structural stability certificate from the licensed structural consultant at his cost and arrange for requisite permission/approval for installation of Roof top antenna/outdoor units of air-conditioners/ display of signboards etc.

2.22 The lessor shall also obtain/submit the proposal to Municipal

Corporation/Collector/town planning etc. for the approval of plans immediately after receipt of approved plans along with other related documents so the interior renovation work can commence, in case of unfurnished premises. ***The lessor should obtained from Local Government/Govt. for Commercial License for operation of Bank Premises.***

2.23 After the completion of the interior works, etc. the lease agreement will be executed and the rent payable shall be reckoned from the date of occupation. The lease agreement will include inter-alia, a suitable exit clause and provision of de-hiring of part/full premises.

2.24 All the civil & Electrical works as per plan & specifications provided by SBI pertaining to construction of Cash Room/Currency Chest (as per RBI guidelines), ATM / e lobby, Record & Stationary room, System and UPS room, ladies and Gents Toilets (including plumbing/sanitary fittings), Pantry, Staircases, Main and Exit Door, Grills to all Windows. Rolling shutters and collapsible door to Main and Exit doors and Cash room, locker room doors will be carried out by the lessor at his cost. Flooring of the banking hall of the premises shall be of Doubled charged vitrified tiles and flooring of Record/Stationary Room shall be of Polished Kota stone. Lessor(s) will be required to engage the Architect, as approved by the SBI for supervision of the entire activities of construction, at their own cost. A separate sheet of detailed building specifications along with layout plan shall be issued to the successful bidder after finalization of offers. (However a summary of works required to be carried out / scope of work is enclosed as (Annexure- II) and it shall be done by the successful L-1 bidder at his own cost).

2.25 Bank shall take possession of the demised premises only after completion of all the civil construction works & submission of necessary certificates from the licensed Structural consultant and Architect, as required by the SBI and fulfillment of all other terms and conditions of technical bids as mentioned above.

Place :

Date :

Name & Signature bidder/lessor(s) with seal if any

3. **DETAILS OF OFFER (Part of Technical Bid)**

OFFER SUBMITTED FOR LEASING PREMISES

(If anybody willing to offer for more than one premise, separate application to be submitted for each premises)

With reference to your advertisement in the _____ dated _____, we hereby offer the premises owned by us for Commercial / Office use on lease basis:

3.1 General Information:

| | | |
|-----|--|--|
| A | Location: | |
| A.1 | Distance in Km from the Existing Branch | |
| A.2 | Distance in Km from the nearest City Bus Stop. | |
| B. | Address: | |
| B.1 | Name of the Building | |
| B.2 | Plot No & Door No. | |
| B.3 | Name of the Street | |
| B.4 | Name of the City | |
| B.5 | Pin Code | |
| C | Name of the owner | |
| C.1 | Address | |
| C.2 | Name of the contact person | |
| C.3 | Mobile no. | |
| C.4 | Email address | |

3.2 Technical Information (Please at the appropriate option) :

- a. Building:Load bearing(-----) RCC Framed Structure(-----)
- b. Building:Residential(-----),Institutional (-----),
Industrial(-----),Commercial(-----).
- c. No. of floors (-----)
- d. Year of construction and age of the building (-----).
- e. Floor of the offered premises:

| Level of Floor | Carpet area |
|------------------|-------------|
| | |
| | |
| | |
| Total Floor Area | |

Note- The rentable area shall be in accordance with the one mentioned under clause/para 2.18 of “**Technical Bid**”.

3.2.1 Building ready for occupation - Yes----- No -----

3.2.1 If no, how much time will be required for occupation with end date.

3.3 Amenities available

3.3.1 Electric power supply and sanctioned load for the floors

3.3.2 Offered in KVA (Mentioned) -----

3.3.3 Availability of Running Municipal Water Supply Yes/No

3.3.4 Whether plans are approved by the local authorities Yes/No

3.3.5 (Enclose copies)

3.3.6 Whether NOC from the local authorities has been received Yes/No

3.3.7 Whether occupation certificate has been received Yes/No
(Enclose copy)

3.3.8 Whether direct access is available, if yes give details Yes/No

3.3.9 Whether fully air conditioned or partly air conditioned Yes/No

3.3.1 Whether lift facilities are available Yes/No
0

3.3.11 No. of car parking/scooter parking which can be offered Exclusively Car-
to the Bank : Scooter-

Declaration

I/We have studied the above terms and conditions and accordingly submit our offer and will abide by the said terms and conditions in case our offer of premises is accepted.

I/We also agreed to construct/addition/alteration i.e. Cash safe Room, Record/Stationary room, System/ups Room, Ladies and Gents Toilet and Pantry with all fittings and fixtures, Vitrified Tile Flooring and other civil & electrical works as per Banks specifications, Layout plan and requirement etc.

Place:

Date:

Name and signature of lessor(s) with seal

| | | | |
|-----------|--|--|---|
| Date : | | | Name & Signature of lessor with seal if any |
|-----------|--|--|---|

5. ANNEXURE – II (PART OF TECHNICAL BID)

PREMISES REQUIRED ON LEASE

GENERAL SPECIFICATIONS FOR CONSTRUCTION / ADDITIONS, ALTERATIONS OF A BRANCH BUILDING TO BE CARRIED BY OWNER ON HIS OWN EXPENSES AND OTHER TERMS & CONDITIONS

SPECIFICATIONS :

- 5.1 Building will consist of R.C.C. framed structure with first class construction & all peripheral walls will be 23 cm. thick.
- 5.2 All partition walls will be 11.5 cm. thick and will have 6mm steel @ third course.
- 5.3 Floor finish-
 - 5.3.1 Banking hall / B.M.'s room / toilets / canteen / locker / system/conference – double charged vitrified tiles/granite of approved shade,duly covered with POP & polythene to avoid damage from interior works.
 - 5.3.2 Inside other rooms-double charged vitrified tiles.
 - 5.3.3 Open area- kota stone/cement concrete pavers.
- 5.4. Wall finish-
 - 5.4.1 Internal-plastic emulsion/oil bound distemper /enamel paint of approved shade / make.
 - 5.4.2 External-water proof cement paint-apex or stone cladding or front structural glazing as per case.
- 5.5 M.S. Grill for windows-16 mm square bars @ 7.62cm.c/c both ways in frame, with openable window for air-conditioners/desert coolers.
 - 5.5.1 Main entry &exit to have rolling shutter & collapsible gate.
- 5.6 Building should have floor to ceiling height aprox 3.10m.
- 5.7. In toilets, pantry & drinking water are a wall tiles of approved make/ shade up to full height will be fixed.
 - 5.7.1 All sanitary & C.P. Fittings will be of approved make as per Bank's approval.

- 5.8. In case of non-currency chest branch, cash and locker room will have iron collapsible door & double flanged iron sheet door (size-4'x7').
- 5.9. In case of other doors, it shall have wooden chukhats with 38 mm block board shutter doors with approved laminated both side.
- 5.10. Only in case of RCC strong room & RCC locker room, door & ventilator will be supplied by Bank, otherwise all other doors will be provided by owner.
- 5.11. All rooms are to be provided with suitable openings for ventilators / exhaust fans (12"x12").
- 5.12. For currency chest branch, the chest strong room specifications will be "AA" category of RBI specification.
- 5.13. For cash room (non-currency chest branch) it will be constructed with 9 inches thick brick walls, duly plastered and encasing of safes/lockers.
- 5.14. Pantry will have granite top platform 2 feet wide with steel sink.
- 5.15. Electrical wiring and fixtures to be provided as per bank's electrical engineer direction.
- 5.16. In case of non-currency chest branch, safe will be embedded with RCC in cash room.
- 5.17. Strong Room / Locker room specifications are as follow-
- 5.17.1 Walls & Roof: 304.8 mm thick R.C.C. (1:2:4).
- 5.17.2 Reinforcement-12 mm dia. tor steel @ 152.4 mm c/c placed both ways in two layers (staggered way), side covers-40mm, duly finished with cement plaster, painted.
- 5.17.3 Openings to be left for security type ventilators/doors.
- 5.17.4 Floor: 203.2 mm thick R.C.C.(1:2:4) with proper bedding and suitable floor finish. Reinforcement- same as of wall.
- 5.17.5 Note: Patrolling Corridor to be left on sides of strong room.
- 5.17.6 A void to be left on top of roof or bottom floor, if upper or lower floor is not with Bank where it is not feasible to provide RCC slab as specified, the ceiling may be fortified with MS grills consisting of 20 mm iron rods spaced 75 mm centre to centre in angle iron frame work.

Above specifications are subject to vary as per actual site condition & as per recommendation of SBI.

5.18. Other Terms & Conditions:

- 5.18.1 Owner shall engage qualified Architect/Engineer for complete planning/supervision of construction etc.
- 5.18.2 ATM room, stationary, record room, pantry, toilets (gents & ladies), strong room or cash room, locker room, ramp for physically challenged etc. to be constructed as per layout plan approved by Bank and expenditure in this regard will be born by owner. Floors are to be structurally strengthened to sustain additional live load of approx. 15-20 ton on account of lockers /cash safes.
- 5.18.3 Stamp Duty& registration expenses to be shared equally @ 50:50 basis by Bank & Owner.
- 5.18.4 Rent will be based on actual carpet area to be measured jointly after completion of civil works.
- 5.18.5 Title / Owner ship proof should be clear& lease will be executed as per Bank's standard format.
- 5.18.6 Possession of premises will be taken after completion of all works as per lay out plan/as per specifications enumerated, after production of "NOC" from Competent Authority, all certificates from architects etc. as mentioned below.
- 5.18.7 All taxes & service charges except GST to be born by owner. GST if applicable will be reimbursed by Bank.
- 5.18.8 Owner will arrange required electrical load from electricity authority.
- 5.18.9 Periodical maintenance of building to be done by owner.
- 5.18.10 Followings to be furnished by owner through architect engaged by them, before possession of premises is taken by Bank-
- 5.18.10.1 Structural Suitability Certificate of premises.
- 5.18.10.2 Built Up Area Statement / Certificate.
- 5.18.10.3 Completion Certificate as per plans/specifications provided by Bank.
- 5.18.10.4 "NOC" from Civic Authority for commercial use of premises.

- 5.18.11 Suitable space to be provided for staff parking, public parking& generator set (no rent will be given by Bank for this area). Generator set will not be placed on branch front.
- 5.18.12 Suitable place to be provided for display of Bank's signboards,hanging of outdoor unit of air-conditioners and V-S at with monkey cage on rooftop(no rent for this facility).
- 5.18.13 Twenty -four hours un-interrupted water supply arrangement to be made by way of underground / overhead tank & submersible pump exclusively for Bank.
- 5.18.14 Building plans to be got cleared from Local Civic Authority For Bank's commercial use, in case of new construction.
- 5.18.15 Bank will have separate &exclusive access to Branch from main road.

SIGNATURE OF OWNER OF BUILDING
(IN TOKEN OF ACCEPTANCE OF ABOVE)

PRICE BID

(TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE)

REQUIREMENT OF COMMERCIAL PREMISES FOR BAIKUNTHPUR BRANCH, RBO- REWA

With reference to your advertisement in the _____ dated _____ and having studied and understood all terms and conditions stipulated in the newspapers advertisement and in the technical bid, I/We offer the premises owned by us for Commercial/office use on lease basis on the following terms and conditions:

General Information:

Proposal for Branch :

Location:

| | | |
|-------|---|--|
| a. | Name of the Building | |
| a.1 | Door No. | |
| a.2 | Name of the Street | |
| a.3 | Name of the City | |
| a.4 | Pin Code | |
| b.(i) | Name of the owner (ii) Address (iii) Name of the contact person (iv) Mobile no. (v) Email address | |

Place :

Date :

Name & Signature of lessor with seal if any

Rent:

| Level | of | Rentable Carpet Area (Sqft) | Rent per | Sqftper | Total Rent per Month |
|-------------|----|-----------------------------|--------------------|---------|----------------------|
| Floor/Floor | | | month (Rs.) | | |
| No. | | | #Please refer note | | |
| | | | below | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total | | | | | |

Rentable area will be based on Carpet area of the floor in accordance with the one mentioned under para / clause / item 2.18 of technical bid. Please note that the rent should be inclusive of municipal taxes/cess, service charges like society charges, maintenance charges etc. and will not be paid separately by the Bank.

The GST if levied on rent paid shall be reimbursed by the SBI to the landlord on production of such payment of tax to the Govt.

Declaration

We have studied the above terms and conditions and accordingly submit an offer and will abide by the said terms and conditions in case our offer of premises is accepted.

Place:

Date:

Name & Signature of lessor (s) with seal if any