

INDIAN INSTITUTE OF MANAGEMENT SHILLONG
Umsawli, Shillong-793018

Website: www.iimshillong.ac.in

Tender No: V1-1601/10/2022-SPO/25-26/14

Dated 27/11/2025



Notice Inviting e-Tender (NIeT)

For

**Empanelment of Edu-tech Firms for Providing Technology & Marketing Services
for Online/Blended Executive Education Programs/ Long Term Programmes for
IIM Shillong**

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DETAILED NOTICE INVITING e-TENDER

Online tenders, in two bid system are invited on behalf of Director, IIM Shillong from eligible, experienced agencies for Empanelment of Edu-tech Firms for Providing Technology & Marketing Services for Online/Blended Executive Education Programs/ Long Term Programmes for IIM Shillong

NIT No	V1-1601/10/2022-SPO/25-26/14
Name and Location of Work	Empanelment of Edu-tech Firms for Providing Technology & Marketing Services for Online/Blended Executive Education Programs/ Long Term Programmes for IIM Shillong
Date of Issue/e-Publishing at CPPP website https://eprocure.gov.in/eprocure/app	27 Nov 2025 at 05:00 pm
Document Download Start Date and time at CPPP website https://eprocure.gov.in/eprocure/app	27 Nov 2025 at 05:00 pm
Document Download End Date and Time at CPPP website https://eprocure.gov.in/eprocure/app	16 Dec 2025 at 03:00 pm
Tender Queries should reach by	Latest by 10 Dec 2025 till 17:00 Hrs. Tender queries received later than the date and time as mentioned above shall not be entertained. Pre-Bid queries should only be emailed to spo@iimshillong.ac.in
Last Date and Time for receipts of Tender online at CPPP website https://eprocure.gov.in/eprocure/app	16 Dec 2025 at 03:00 pm
Date and Time for opening of Tender at CPPP website https://eprocure.gov.in/eprocure/app	17 Dec 2025 at 03:00 pm
No. of Bids	01 (One bid) {Technical }
Address for correspondence	Store and Purchase Office, IIM Shillong, Umsawli, East Khasi Hills, Shillong-793018, Meghalaya Office Contact No : 0364-2308012/2308070 Email: srmgr.stores@iimshillong.ac.in

Sd/-

Chief Administrative Officer
IIM Shillong

1.0 INSTRUCTIONS FOR ONLINE BID SUBMISSION :

- 1.1 Bidders would be required to register on the Central Public Procurement Portal at <https://eprocure.gov.in/eprocure/app> using a valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the bidding process. On registration with the Portal they will be provided with a user id and password by the system through which they can submit their bids online.
- 1.2 Digital Signature Certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NIC) in India.
- 1.3 Bidders can download the bid document from Central Public Procurement Portal website at <https://eprocure.gov.in/eprocure/app> and required to submit the bid online by scanning and uploading all the relevant documents through the online Portal only.
- 1.4 Tender information is also available in the Institute's website at <https://www.iimshillong.ac.in/tender-notices/>. Any further detail regarding Amendment /Addendum /Extension/ Corrigendum (if any) will be upload online only at both the given websites.
- 1.5 The bid submitted shall become invalid if-
 - i The bidder doesn't upload all the relevant testimonials as mentioned in this tender document.
 - ii The Bidders will be required to produce the original copies of the eligibility criteria documents along with other document mentioned in the tender whenever needed at the various stages of tendering {if required}. Any discrepancy is noticed in the uploaded documents with reference to the original documents, the bid will be treated as invalid.
- 1.6 The tender document shall be uploaded in one part as follows:
 - 1.6.1 **"TECHNICAL BID"**: This stage shall contain the Techno-Commercial Bids comprising along with list of the documents.

Sd/-
Chief Administrative Officer
IIM Shillong

2.0 GENERAL TERMS & CONDITIONS:

2.1 INSTRUCTIONS TO BIDDERS

General Conditions of Tendering

- 2.1.1 **Tender document:** One set of tender documents along with one set of BOQ are uploaded in the CPPP portal along with the drawings/ specifications/brochures etc (if any). Bidder shall download the tender documents and are advised to read the instructions carefully to ensure that his response complies fully before participating in the CPPP portal along with their offer letter.
- 2.1.2 **Tender validity:** Tender shall remain valid for a period of 90 **days** from the date of opening of the financial bid. The bidder shall not be entitled during the said period to revoke or cancel his tender or to vary the tender given. In case of bidder revoking or cancelling his tender, the Institute will forfeit the earnest money paid by him along with the tender. Bids shall be revalidated for extended period as required by Institute and will be published in CPP Portal and Institute's website.
- 2.1.3 **Tender submission:**
1. Bidders must upload their documents by the time and date mentioned in the Notice Inviting e-Tender in the CPP Portal (www.eprocure.gov.in), within stipulated time. Bidder may go through the given special instruction before participation in e-Tendering.
 2. The tender and all details submitted subsequent to the tender shall be e-signed by any one, legally authorised to enter into commitment on behalf of the bidder.
 3. If bidder have a relative or relatives or in the case of a firm or a company, one or more of its shareholders or a relative or relatives of the shareholder(s) employed in IIM SHILLONG, the authority inviting tenders shall be informed of the fact at the time of submission of the tender, failing which the tender may be disqualified or, if such fact subsequently comes to light, the Institute reserves the right to take any other action as it deems fit in accordance with any applicable law, rules, regulations or the like in force for the time being.

2.2 Bidder's responsibility for bid & Clarification:

- 2.2.1 The details presented in this tender document consisting of conditions of works/ supply/ service contract, scope of work, technical specifications/ requirements have been compiled with due understanding of the requirement, it is also the bidder's responsibility to ensure that the information provided are clearly understood.
- 2.2.2 The bidder shall be deemed to have inspected, examined and understood the site of / supply/ service and including surroundings and other information in connection therewith and to have satisfied himself before submitting his/her tender as to all the prevailing conditions and deemed to have obtained all necessary information as to the risks, contingencies and other circumstances which may influence or effect his/her tender. Bidder's quote is the responsibility of bidder and no relief or consideration can be given for errors and omissions.

2.2.3 Bidder may request clarification at any time up to the mentioned last date of seeking Clarification. Such clarification requests shall be addressed to the **Store & Purchase Officer, IIM Shillong (Email: spo@iimshillong.ac.in)**

2.3 **Pre-Bid meeting** :Techno-commercial discussion with the Bidders will be arranged {if required}. The bidder shall depute his representative(s) with authority for attending the discussion.

2.4 **Amendments.**

Institute may issue clarifications/ amendments in the form of addendum/ corrigendum during the tendering period. For the addendum/ corrigendum issued during the tendering period, bidders are required to check CPP Portal (<https://eprocure.gov.in/eprocure/app>) and the Institute's website (www.iimshillong.ac.in) for details. No other mode of notice will be given.

2.5 **Scope of Tender**

The complete scope of works/ supply/ service has been defined in the tender document. Only those Bidders who undertake total responsibility for the complete scope of works/ supply/ service in line with basic scheme and scope as defined in the tender document shall be considered.

2.6 **Deviations in terms and condition**

Bidders are required to submit offers strictly as per the terms and conditions and specifications given in the tender document and not to stipulate any deviations/ exceptions. **Conditional tenders are liable to be summarily rejected.**

2.7 **Institute's right**

Institute reserves the right to accept a tender other than the lowest and to accept or reject any tender in whole or in part, or to reject all tenders with or without notice or reasons. Such decisions by Institute will bear no liability whatsoever consequent upon such decisions.

2.8 **PERFORMANCE GUARANTEE :**

As Performance Security, EMD of the successful bidder shall be retained by the Institute as a Performance Guarantee. At the successful completion of contract/ supply/ work/ service the Performance Guarantee will be refunded to the bidder. MSME registered firms who have sought exemption for submission of EMD will require to furnish a Performance Bank Guarantee (PBG) to the amount of 3% of the contract/ supply/ service value within 2 weeks of receipt of work/supply order.

2.9 **Completion Certificate:**

Upon satisfactory completion of contract/supply/work, a Completion Certificate will be issued by the Institute.

2.10 **Liquidated Damages for delayed completion/ supply:**

If the successful bidder fails to perform within the stipulated time then penalty at the rate of 0.5% per week or part thereof subject to a maximum of 10% of the Work/

contract/ supply order value will be levied and deducted from the payment due to the firm.

2.13 Work/ Purchase at Risk and Cost

The institute reserves the right to get the whole or part of the work/ purchase executed by some other agency at the risk and cost of the bidder to whom the contract has been awarded if it is found that the quality and/or the progress in respect of whole or part of the Work/ contract/ supply is not satisfactory.

2.14 Insurance

The bidder shall take insurance to cover any accident or accidents of nature, for an amount as required for the type of Work/ contract/ supply against damage /loss/ injury to property or person or loss of life during the complete period of the supply/ contract.

2.15 Indemnity

The bidder shall indemnify and keep indemnified the institute against all losses and claims for injuries and or damages to any person or property.

2.16 Jurisdiction

Any dispute or difference which may arise shall be referred to the Director IIM Shillong for settlement whose decision shall be final and binding. Any dispute are subject to Shillong court's jurisdiction only.

3. ELIGIBILITY CRITERIA

A. The following documents are to be furnished by the tenderer in Technical bid. Only those bidders who meet the below mentioned minimum criteria will be considered for Financial Bids:-

1. Bidder should be a Proprietary/ Partnership firm/ Company. Joint ventures companies are not allowed.

2. The bidder should be in the Edu-Tech business of providing Synchronous technological and Marketing services & have satisfactory completion of contracts/ assignments to date in the field of providing Synchronous technological & Marketing services to IIMs, IITs, ISB, NITs, IISERs, and reputed private institutions or top 100 NIRF Ranking institute. (Details to be provided)

3. Bidder should have done at least 2 long-term program (200 + hrs and more than 1 year duration) for PGP, PGPEX, eMBA till date during last 5 years as on 31.03.2025 (Details to be provided with Proof- Program description sheet/Self-attested and CA certified completed list of program/ Course completion certificates provided by the respective institute/ Invoices etc.)

4. Bidder must have an average annual turnover of Rs 1 Cr for the preceding three financial years. A CA's certificate in this regard is to be attached.

5. The bidder must have work force/professionals (required nos. and having skill of educational marketing and synchronous programs technical competence) on their roll. (Details to be provided)
6. The bidder must have minimum employee strength of 10 people (on payroll) (Copy of valid Registration certificate, Business license or any other statutory license required to operate the business with concern labour authorities and valid ESI & PF registration to be attached. Copy of up-to-date remittance to ESI & PF authorities to be also attached.)
7. The bidder should have at least one Center in each four zones (North, East, South, and West of India). The representative centers will facilitate students' attendance, classes, and other activities. Details are to be submitted
8. The bidder should have a valid PAN & GST Registration number. (Copies to be attached)
9. The bidder should not have been blacklisted by any department/institute of the Government of India in the past. (Undertaking in this regard is to be submitted)
10. Signed and Scanned Copy of Tender Acceptance Letter

4. SCOPE OF WORK

The objective of this tender is to empanel competent agencies for providing service as explained in detailed scope of work mentioned below:

The Scope of work and services enumerated below are indicative and may not be exhaustive. The parties are expected to undertake the following:

1. Providing of Technology Platform and Marketing support:
 - a) The Interested parties will undertake all necessary marketing activities to acquire the targeted participants for various long term (200+hrs & more than 1 year) programme unless participants for any specific programs are sourced directly by IIM Shillong.
 - b) IIM Shillong would like to engage the services of an appropriate service provider, to provide IIM Shillong blended learning Programmes to be delivered to participants using multimedia based online education using contemporary technology.
 - c) IIM Shillong expects the service provider to provide technology support, participant enrolment, development of marketing materials, aid in internet-based delivery, and participant management services including enrolment, attendance management services, to all the Participants enrolled.
 - d) The bidder has to submit the Marketing and Promotional plan for each programme well in advance for IIM Shillong approval. Bidder has to do the marketing as per approved Marketing plan.
 - e) The Service Provider will provide marketing and promotional services in respect of the awarded programme(s) and should acquire a minimum of students for each program as per the direction given by the Program Directors.

f) The cost of all marketing, promotional and coordination activities, including advertisements, shall be borne by the Service Provider. All such marketing, and promotional materials used by the Service Provider needs to be consulted.

g) The Service Provider would be using its technology platform to support IIM Shillong in promoting e-Learning programmes through various websites either owned by the service provider or on websites that have partnership with the service provider or through other social media platform.

h) To carry out an appropriate marketing activity, it is expected that bidder should have expertise in conceptualizing, designing, and creating digital marketing strategies and campaigns on various platforms like (LinkedIn, Facebook, Twitter, YouTube, Instagram etc.).

i) The organization should have a dedicated team headed by an Account Executive, a fully charted out operational plan for the campaign ensuring maximum reach out to the target group, support for design of marketing strategies besides, an updated current database for mailing and call contact.

j) The Service Provider is expected to have direct relationships with various sources, over the course of its development, which may be harnessed for the marketing of various IIM Shillong blended learning programmes.

k) The organization should also provide the key metrics like number of hits, number of impressions, No. of posts, no. of inbound links, no. of shares, no. of comments, percentage conversion etc. on an on-going basis, for the validation of the campaign plan. The service provider shall provide weekly performance report reports to IIM Shillong.

l) During marketing of IIM Shillong's Open Online Executive Education Programmes, requests/enquiries are likely from its clients and potential clients for customized / regular programmes. All such queries/requests would have to be diligently passed on in quick time to nominated Executive of IIM Shillong.

m) On receipt of the work order, the bidder will start planning for finalising the Programme Description Sheet (PDS) in coordination with the concerned Programme Chair. The Programme Description Sheet [PDS] shall become part of the contract document.

n) The Service Provider shall submit a separate Programme Description sheet (PDS] and agreed upon in writing prior to the Programme launch. PDS shall include all details of the programme covering Programme Name, duration, Brief contents, minimum number of participants, certification, student facilities, selection process, fee structures, timings, penalties for deficiencies in service etc.

o) At the beginning of each programme Bidder has to comply with the minimum number of participants for each programme as agreed in Programme Description Sheet (PDS), failure of which shall attract penalty as specify in PDS.

p) In case of registration of participants below the numbers (applicants who meet the criteria for selection as decided by IIM Shillong) as indicated in the Programme Description Sheet, IIM Shillong reserves the right to cancel, postpone the programme, or take any other suitable action.

q) The Interested service provider will undertake all necessary marketing activities to acquire the targeted participants for each programme unless participants for any specific programmes are sourced directly by IIM Shillong.

r) The activities expected to be performed cover the various stages of end-to-end marketing including but not limited to electronic data mailing, demand generation and follow-up:

1. The bidder is expected to facilitate the minimum number enrolment of various programmes.
2. Produce Creatives and Display advertisements for social media
3. To provide end-to-end Go-To-Market (GTM) strategy for acquiring participants for IIM Shillong Executive Education Programmes.
4. Digital and Social Media Marketing: The bidder, after taking approval of IIM Shillong must formulate a result-oriented comprehensive social media promotion strategy on the social media websites. Webinars Developing and Hosting micro-website for lead generation. The bidder is responsible for conducting a webinar as and when the faculty chair/s of the programme request. The micro-website of the programme related information is for the lead generation.
5. Weekly MIS and Lead Dashboard sharing.
6. Managing the examination process
7. To provide state of the art learning management system that would be accessible to all faculty of IIM Shillong.

5. SPECIAL TERMS & CONDITIONS AND PAYMENT TERMS/ SCHEDULE

1. The selected bidder needs to submit a quarterly report on the performance of the facilities provided by the selected bidder. IIM Shillong on its own can also conduct an independent assessment of the facilities provided by the bidder.
2. The relationship of the bidder with IIM Shillong would be a Service Provider to IIM Shillong, and shall not amount to a Franchisor-franchisee relationship or a partnership.
3. The use of IIM Shillong brand and logo name by the Service Provider shall be strictly as per norms/ specifications and guidelines defined by IIM Shillong.
4. All processes involved in the e-Learning programme such as selection of participants, enrolments, evaluation, teaching, assessment, certification etc. of the participants shall be carried out as per IIM Shillong policies and guidelines.
5. IIM Shillong will decide about the course fee and develop and issue all the course material to the participants either through service provider or direct to the participants.
6. IIM Shillong shall issue appropriate certificate as required to participants on closure of the awarded e-learning programme of IIM Shillong as per policy.

7. The term of empanelment shall be initially for a period of one year effective from the date of issuing empanelment letter and subsequently may be renewed for two more years subject to satisfactory performance and review of the Service Provider and may further be renewed for two years subject to satisfactory performance and review as mutually decided.

8. On empanelling the bidder, for allotment of each programme an appropriate work order will be issued to the bidder for confirming the award of one e-learning programme.

9. Any deviation from the scope & terms of original Tender are not permitted unless specifically agreed in writing.

10. The bidders should not assign this contract in full or any part thereof to any third party.

11. Penalty clause: In the event of non-performance of any of the duties/ obligations or breach of any of the conditions arising out of the understanding, the bidder shall be liable for a penalty as mentioned hereunder:

a) The bidder will make its best effort to maintain a high level of service, and shall take note of all advice/ suggestions presented to them by IIM Shillong to improve the quality of the experience, and shall provide detailed explanation of why such suggestions are not implementable in case they decide to not implement certain suggestions.

b) If bidder does promotional and marketing activities of any programme without institution approval, it will be considered unauthorized and INR 1,00,000/- will be levied per instance.

12 Payment Terms:

All fees, including programme fee, study material fee, boarding and lodging charges etc. shall be paid by the participants directly to the service provider or as decided by the Institute. The shareable revenue shall be released by the service provider based on the invoice raised by the Institute as described in Programme Description Sheet (PDS) agreed by both the parties. (Non-shareable items like boarding and lodging charges, etc. shall be excluded from the total Shareable revenue with bidders.)

Payment should be released within 30 days of submission of invoice by IIM Shillong, provided the same is complete and duly authenticated by the specified Officer(s) of IIM Shillong. Payment, including GST, shall be released by E-payment/NEFT/RTGS.

IIM Shillong will collect the fees and release the share of the revenue to the service provider as per the agreement by both parties.

13. Contract Period:

The initial empanelment will be for a period of three years, and on satisfactory completion, the empanelment may further be extended for a period of two years, and on satisfactory completion of the work, it may further be extended to another two years. Hence, on satisfactory and successful execution of work, empanelment may be for a period of five years. The terms & conditions will remain the same as per the original contract.

14. Assignment and sub-contracting:

The successful bidder shall not assign, sub-contract, or sublet the whole or any part of the contract in any manner. In unavoidable circumstances, the successful bidder shall be able to do it with the prior approval of IIM Shillong. However, the work shall be sublet only to the party approved by IIM Shillong. Prior approval of IIM Shillong will be necessary to sublet the work

15. Award of similar types of work/services on the same rates:

Upon mutual consent, IIM Shillong may award a similar types of work / services / program for which the rates shall be valid during the contract period.

16. Quantum of work:

This contract is basically a delivery of a program on a revenue-sharing basis. The rates fixed for the contract shall remain the same throughout the contract period. The actual executed quantities paid for the Programme will be assigned to the selected bidder empaneled for the work described in this tender based on their performance and customer satisfaction/feedback. However, it should be noted that the program assignment would be purely at the discretion of IIM Shillong.

17. Exit Clause:

This is a service contract and the bidder has to complete the services as stipulated in FINANCIAL BID. However, if conditions are beyond control of the bidder and upon recommendation of the competent authority, the contract can be terminated after giving two months' notice period. Decision of Director, IIM Shillong would be final and binding to all. However, all on-going/existing service contracts must be completed as per discretion of Director, IIM Shillong.

18. Contract Agreement:

If required by IIM Shillong, the successful Bidder must execute a contract Agreement with IIM Shillong on the non-judicial stamp paper of Rs. 100/- (Rupees One Hundred only). The cost of stamp paper shall be borne by successful Bidder. IIM Shillong reserves the right to amend the terms & conditions of contract after mutual discussions and shall only be in writing.

19. Termination of the Empanelment:

(i) Termination due to contractor's Default

If the Contractor is in default under any of the provisions of this Contract, including but not limited to:

- (a) Failure to proceed with all or any part of the Contract or Contract Work with due diligence.
- (b) Any serious issue related to safety/ critical complaint from the participants.
- (c) Any issue including Technological failure, execution of marketing as per approved marketing plan, etc.
- (d) Failure to execute all or any part of the Contract or to perform any other obligations in accordance with the Contract.
- (e) Refusal or neglect to make good of defective service or after being instructed to do so by IIM Shillong.
- (f) Delay in executing the Contract/ Empanelment
- (g) Abandoning the Contract/ Empanelment
- (h) Assigning or subletting any part of the Contract Scope of Service without the prior written approval of IIM Shillong.
- (i) Failure to comply with Financial obligations of the contract in a time-bound manner.
- (j) Failure to comply with any Applicable Law.

then, and in any such event and without prejudice to any other rights or remedies that IIM Shillong may have, IIM Shillong may issue contractor written notice describing the default. If contractor does not commence remedy of the default within (10) Ten days after receipt of the notice, IIM Shillong may terminate all or any part of the Contract Service/ Empanelment under this Contract and may then complete or have others complete all such terminated Work at the consultant's sole risk and cost.

In case of such termination, Contractor shall not be entitled to receive further payment, until the terminated Service is completed and accepted by IIM Shillong. If the costs incurred by IIM Shillong, including costs incurred in performing additional services to complete the Contract Scope of service and IIM Shillong overheads in this regard, exceed the unpaid balance of the Contract Price, the Contractor shall reimburse IIM Shillong such excess within ten (10) days after receipt of an invoice thereof.

The rights and remedies provided in this Article are in addition to the rights and remedies provided to IIM Shillong by law, equity, or under any other Article in this Contract. Such termination will not relieve the Contractor of its responsibility to its labourers, suppliers, or any other creditors, including IIM Shillong.

(ii) Termination for Convenience

IIM Shillong may, at its discretion, terminate for convenience the Empanelment, at any time by written notice to service provider(s). Such notice shall specify the extent to which the performance of Service is terminated and the effective date of such termination

6. FINANCIAL BID

1. Financial bids will be sought from the empaneled agencies as and when required by IIM Shillong
2. Empaneled agencies will require to quote on a revenue sharing basis.
3. Rates when quoted will be exclusive of taxes

**PROFORMA FOR SUBMISSION OF OFFER LETTER OF E -TENDER DOCUMENT,
DECLARATION AND BIDDER DETAILS**

(THIS "OFFER LETTER" TO BE SUBMITTED IN BIDDER'S LETTER HEAD)

Ref no.

Date:

To
The Chief Administrative Officer
IIM SHILLONG
Umsawli, Shillong - 793 018.

Sub:

" _____
_____." against Tender No: ___ Dated ___/___/___

1. In reference to above, I/We are enclosing our irrevocable tender for execution of the work " _____." as per tender document within the time schedule mentioned therein and accepted by me/us, at the value quoted by me/us for the whole works/ supply/ service in accordance with terms and conditions, specifications as detailed in the tender document. Having examined the detail given in Tender Notice and Bid Document for the above works/supply/service, I/We hereby submit the relevant information.
2. I/ We had read entire tender documents and unconditionally accept all the terms and conditions laid down in the Tender document.
3. I/We enclose herewith documentary evidence of my/our experience of execution of work/ supply/ service of similar nature and magnitude carried out by me/us as per the eligibility criteria along with the other documents mentioned in the tender document.
4. I/ We confirm and declare that we are not blacklisted/ debarred/ de-registered by any Government department/ Public Sector Undertaking/ Autonomous bodies or any other agency for which we have executed/ undertaken the works/ supply /services during the last 5 years.
5. It is certified that all the information given hereby as well as in the enclosed eligibility bid documents are correct to the best of my knowledge and believe. It is also understood that I/We shall be liable to be debarred, disqualified in case any information furnished by me/us found to be incorrect.

Date.....day of.....2025

Name of the Bidder with Address:

Name:

Address:

Signature of Bidder(s), with the seal of Firm

BIDDER's DETAILS

1.	Name of the Firm/Agency	
2.	Full address with Pin code, Telephone No/Mobile No. E-mail. Address Telephone/ Mobile no.: Email id:	
3.	Name & Designation of Contact Persons Name Designation Telephone/ Mobile no.: Email id:	
4	Registration Details for Constitution of the Firm/ Agency (if any) (Attached copy)	
5	Nature of Business:	
6	a. GSTIN: b. PAN:	
7	Bank Account Particulars: Name of the Beneficiary Bank Account Number Bank's Branch IFS code: Account type (SB/ CA) Name of the Bank Branch name & Address (Please attached a copy of cancelled cheque)	

Signature of the bidder with seal