

REQUEST FOR PROPOSAL

PUBLICATION OF 'BHU PUU JOURNAL - 2021'

EMBASSY OF INDIA, DEFENCE WING
WELFARE BRANCH, KATHMANDU (NEPAL)

REQUEST FOR PROPOSAL
DEFENCE WING
WELFARE BRANCH
EMBASSY OF INDIA, KATHMANDU

INVITATION OF BIDS FOR PUBLICATION OF BHU PUU JOURNAL 2021

Request for Proposal (RFP) No : NBGSB/310/Bhu Puu/01/2021-22 dated ___Sep 2021.

1. Embassy of India, Defence Wing, Welfare Branch, Kathmandu (Nepal) invites proposals from qualified firms/publishers/printing agencies for the publication of 'Bhu Puu Journal 2021'.

2. The address and contact numbers for collecting tender form, sending of Bids or seeking clarifications regarding this RFP are given below -

- (a) Bids/Queries to be addressed to : Welfare Branch
Defence Wing
Embassy of India, Kathmandu
Bharatiya Gorkha Sainik Niwas
(Opposite to Saraswoti Multiple Campus)
Lekhnath Marg, Kathmandu
- (b) Name/designation of the contact personnel : AMA (Welfare), Embassy of India
Kathmandu
- (c) Telephone number of contact personnel : +977-1-4418064 and
+977-1-4413785
- (d) Email address : welfare.kathmandu@mea.gov.in

3. Tender document can be bought from the Welfare Branch, Defence Wing, Embassy of India @ **NRs 160/- each** (non-refundable) from the date of publication of this Tender Notice from **1000 hours to 1700 hours** on working days only. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

4. This RFP is divided into five Parts as given below:-

- (a) **Part I.** Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission, opening of tenders, Validity period of tenders, etc.
- (b) **Part II.** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
- (c) **Part III.** Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- (d) **Part IV.** Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- (e) **Part V.** Contains Evaluation Criteria and Format for Price Bids.

5. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Part I – GENERAL INFORMATION AND INSTRUCTIONS FOR THE BIDDERS

6. **Last Date and Time for Depositing the Bids.** The sealed Bids (both Technical and Commercial) to be submitted in two separate sealed envelopes, duly marked as ‘**Technical Bid**’ and ‘**Financial Bid**’. The responsibility to ensure this lies with the bidder. **The sale of tenders start from 27 Sep 2021 and last date and time for submission of bids is up to 1700 hrs on 18 Oct 2021.**
7. **Manner of Depositing the Bids.** Sealed Bids should be dropped in the Tender Box marked as Technical Bid and Financial Bid at the address given above so as to reach by due time. Late tenders will not be considered. No responsibility will be taken for delay or non-delivery/non-receipt of Bid documents. **Bids sent by FAX or e-mail will not be considered.**
8. **Time and date for opening of Bids.** **Opening of Technical Bids will be held at 1400 hrs on 21 Oct 2021 and opening of Financial Bids will be held at 1400 hrs on 27 Oct 2021.** The firms which qualify technical bids as per norms of RFP will be allowed to participate in financial bid (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
9. **Location of the Tender Box.** The tender box will be available at above mentioned address/location. Only those Bids that are found in the tender box will be opened. **Bids dropped in the wrong Tender Box /left at office/ handed over to any individual will be rendered invalid.**
10. **Place of Opening of the Bids.** The Bids will be opened at the above mentioned address (place). The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all bidders will be read out in the presence of the representatives of all the bidders. This event will not be postponed due to non-presence of your representative. Firstly technical bids will be opened in presence of vendors and those who qualify the technical bid, their financial bids shall be opened.
11. **Two-Bid System.** Each bidder shall submit **only one Technical and one Financial bid in two separate envelopes duly marked on top specifying which financial/technical bid.** Only the Technical Bid would be opened on the time and date mentioned above. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
12. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing details like TIN number, VAT/PAN/CST number, Bank address with EFT Account if applicable, etc and complete postal and e-mail address of their office. Copies of **firm registration certificate, VAT/PAN registration certificate of the firm, bank guarantee and other relevant papers** must be enclosed in the sealed tender.
13. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 3 (three) days prior to the date of opening of the Bids.
14. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his Bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice should reach the purchaser not later than the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder’s forfeiture of bid security.
15. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of Bids, the Buyer may at its discretion, ask the bidder for clarification on his Bid. The request for clarification will

be given in writing and no change in prices or substance of the Bid will be sought, offered or permitted. No post-Bid clarification on the initiative of the bidder will be entertained.

16. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. **Conditional tenders will also be rejected.**

17. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

18. **Validity of Bids.** The Bids should remain valid till **180 days** from the last date of submission of the Bids.

19. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **NRs 50,000/-** (Nepalese Rupees fifty thousand only) along with their Bids. The EMD may be submitted in the form of Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid for a period of **forty-five days** beyond the final Bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest or before the **30th day** after the award of the contract. The Bid Security of the successful Bidder would be returned, without any interest whatsoever, after the receipt of **Performance Security** from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. Any bidder who has not submitted EMD, their bid will be rejected outrightly. The EMD will be submitted with Technical bid only.

Part II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

20. **Schedule of Requirements.** List of items / services required is as follows:-

<u>S/No</u>	<u>Nomenclature</u>	<u>Specification</u>	<u>Qty</u>	<u>Remarks</u>
(a)	Designing, printing and supply of Nepali Bhu Puu (Full colour facial cover front and back side + 32 pages text in single colour + 4 pages text in full colour) (Size of Magazine + 11.5" x 8.5")	Facial (Imported Art Board 200 GSM) Text (Map Litho paper 100 GSM)	30000 Copies	
(b)	Designing, printing and supply of Nepali Bhu Puu (Full colour facial cover front and back side + 36 pages text in full colour) (Size of Magazine 11.5" x 8.5")	Facial (Imported Art Board 200 GSM) Only 200 copies laminated Text (Imported Art Board paper 115 GSM)	1000 Copies	
(c)	Designing, printing and supply English Bhu Puu (Full colour facial cover front and back side + 64 pages text in full colour with approximately 50 photographs) (Size of Magazine 11.5" x 8.5")	Facial (Imported Art Board 200 GSM) Only 200 copies laminated Text (Imported Art Board paper 115 GSM)	1500 Copies	
(d)	Supply of Envelope (Size of Envelope 14" x 9.5")	-	150 Pcs	Sample to be seen during the collection of Tender Forms
(e)	Supply of Ivory Card Folder (Size of Envelope 12" x 10")	-	60 Pcs	Sample to be seen during the collection of Tender Forms
(f)	Supply of Ceremonial Folder	-	05 Pcs	Sample to be seen during the collection of Tender Forms

21. **Delivery Period.** The printer/publisher should supply/deliver items at site as prescribed in Financial Bids as per schedule at Welfare Branch, Embassy of India, Bharatiya Gorkha Sainik Niwas (opposite to Saraswati Multiple Campus), Leknath Marg, Kathmandu, Nepal within 60 days of Award of the Contract.

Part III – STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

22. **Law.** The Contract shall be considered and made in accordance with the laws of the India. The contract shall be governed by and interpreted in accordance with the laws of the India.

23. **Effective Date of the Contract.** The contract shall come into effect on the date of award of contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

24. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.

25. **Penalty for Use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

26. **Access to Books of Accounts.** In case, it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

27. **Non-disclosure of Contract Documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
28. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.
29. **Termination of Contract.** The Buyer shall have right to terminate the Contract in part or in full in any of the following cases:-
- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (15 days) after the scheduled date of delivery.
 - (b) The Seller is declared bankrupt or becomes insolvent.
 - (c) The delivery of material is delayed due to causes of Force Majeure by more than (30 days) provided Force Majeure clause is included in contract.
 - (d) The Buyer has noticed that the Seller has utilised the services of any Nepali/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (e) As per decision of the Arbitration Tribunal.
30. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally.
31. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
32. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
33. **VAT/Any Other Taxes.**
- (a) If it is desired by the Bidder to ask for VAT/ any other taxes to be paid as extra, the same **must be specifically stated**. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of all kind of taxes and no liability of taxes will be developed upon the Buyer.
 - (b) On the bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.
 - (c) The bidder is required to deposit the VAT within a month from the date of receipt of payment as this office is required to process claim for VAT refund.

Part IV – SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

34. **Performance Guarantee.** The bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum of equal to **10%** of the contract value within 30 days of receipt of the confirmed supply order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of all obligations of the supplier including warranty obligations.

35. **Payment Terms for Indigenous Sellers.** The **100% payment** will be made after completion of works and acceptance by the user.

36. **Paying Authority.** The payment of bills will be made on submission of the following documents by the seller to the Paying Authority along with the bill:-

- (a) Ink-signed copy of contingent bill/seller's bill.
- (b) Ink-signed copy of Commercial invoice/Seller's bill.
- (c) Copy of supply order/work order.

37. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

Part V – TECHNICAL EVALUATION CRITERIA AND FINANCIAL BID ISSUES

38. **Evaluation Criteria.** The broad guidelines for evaluation of Technical Bids will be as under:-

TECHICAL BIDS

(a)	Name of Tendering Company/Firm/Agency (Attach certificates of registration)	
(b)	Name of proprietor/Director of Company/Firm/Agency	
(c)	Full Address of Registered Office with Telephone No., Fax and E-Mail	
(d)	Banker of Company/Firm/Agency with full address (Attach certified copy of statement of A/C for the last three years)	
(e)	PAN/GIR/VAT No. (Attach self attested copy)	
(f)	Documents showing experience of printing jobs worth minimum NRs 20 lakh per year and above and a copy of order in support.	
(g)	Tax Clearance Certificate for last 04 years.	
(h)	Affidavit stating that the agency is / has not been black listed by Centre /State Government / PSU in last three years.	
(j)	Declaration about Fraud and corrupt practices (Duly signed and attested as given in the Tender Document)	
(k)	Details of Earnest Money Deposited: DD No dated_____ Amount: NRs Drawn Bank	

Note :

- (a) Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b) In respect of Two-Bid system, the Technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- (c) The Lowest Bid will be decided upon the overall lowest price quoted by the particular Bidder as per the Financial Bid Format.

FINANCIAL BID

To,

Welfare Branch
Defence Wing
Embassy of India

Subject - Financial Proposal for publication of 'Bhu Puu Journal 2021'.

Sir,

Having examine the bid documents I/We Shri/Mrs_____ offer to Welfare Branch, Defence Wing, Embassy of India, Kathmandu in accordance with the terms and conditions and scope of works accompanying this bid document for the price mentioned below:-

<u>S/No</u>	<u>Nomenclature</u>	<u>Specification</u>	<u>Qty</u>	<u>Rate (in NRS)</u>	<u>Total (in NRS)</u>
(a)	Designing, printing, and supply of Nepali Bhu Puu (Full colour facial cover front and back side + 32 pages text in single colour + 4 pages text in full colour) (Size of Magazine + 11.5" x 8.5")	Facial (Imported Art Board 200 GSM) Text (Map Litho paper 100 GSM)	30000 Copies		
(b)	Designing, printing, and supply of Nepali Bhu Puu (Full colour facial cover front and back side + 36 pages text in full colour) (Size of Magazine 11.5" x 8.5")	Facial (Imported Art Board 200 GSM) Only 200 copies laminated Text (Imported Art Board paper 115 GSM)	1000 Copies		
(c)	Designing, printing, and supply of English Bhu Puu (Full colour facial cover front and back side + 64 pages text in full colour with approximately 50 photographs) (Size of Magazine + 11.5" x 8.5")	Facial (Imported Art Board 200 GSM) Only 200 copies laminated Text (Imported Art Board paper 115 GSM)	1500 Copies		
(d)	Supply Envelope (Size of Envelope 14" x 9.5")		150 Pcs		
(e)	Supply of Ivory Card Folder (Size of Ivory Card Folder 12" x 10")		60 Pcs		
(f)	Supply of Ceremonial Folder		05 Pcs		
		Total			
		VAT 13 %			
		Grand Total			

Signature of Authorised Person

Name and Designation:

Office Seal:

Date:

DECLARATION

1. I/We _____ Son/Daughter/Wife of Shri _____ proprietor/Director/ Authorized signatory of the Company/Firm/Agency, mentioned above, is competent to sign this declaration and execute this tender document.
2. I/We have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;
3. The information/documents furnished along with the above application are true and authentic to the best of knowledge and belief. I/We, am are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate under law.

Signature of authorized person
Full Name:
Seal
Date:
Place:

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Welfare Branch
Defence Wing
Embassy of India

Subject : **Acceptance of Terms and Conditions of Tender**

Tender Reference No : NBGSB/310/Bhu Puu/01/2021-22 dated ___ Sep 2021

Name of Tender/ Works: - Designing, publish, printing, and supply of 'Bhu Puu Journal 2021'

Sir,

1. I/we have obtained the Tender Documents from the above mentioned "Tender/work" from the Defence Wing, Welfare Branch, Embassy of India, Kathmandu namely Publication of '**Bhu Puu Journal 2021**' as per your advertisement/website.
2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents, which form part of the contract agreement) and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letters.
4. I/we hereby unconditionally accept the tender conditions of above tender documents/corrigendum in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Your faithfully,

Signature of the Bidder
Office Seal

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

I/We certify that, we have neither failed to perform on any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have has any contract terminated by any public authority for breach on our part.

We declare that:-

- (a) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section-B of fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request proposal issued by the Agreement entered into with the Authority or Embassy of India.
- (b) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section-B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practices, fraudulent practices, coercive practice, undesirable practice or restrictive practice.
- (c) I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associated have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which related to a grave offence that outrages the moral sense of the community.
- (d) I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government of convicted by a Court of Law, we further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/Employees.
- (e) I/We certify that no penalty has ever been imposed in respect of services rendered by us in any organization/Ministry/Department.

Signature
Name and Designation:
Office Seal:
Date:

SAMPLE OF ENVELOPE FOR TECHNICAL AND FINANCIAL BID DOCUMENT

TECHNICAL BID

PUBLICATION OF 'BHU PUU JOURNAL 2021'

TO,
WELFARE BRANCH
DEFENCE WING
EMASSY OF INDIA
LEKHNATH MARG (THAMEL)
KATHMANDU, NEPAL

FROM,

(Address of the Bidder)

FINANCIAL BID

PUBLICATION OF 'BHU PUU JOURNAL 2021'

TO,
WELFARE BRANCH
DEFENCE WING
EMASSY OF INDIA
LEKHNATH MARG (THAMEL)
KATHMANDU, NEPAL

FROM,

(Address of the Bidder)