



BANK NOTE PRESS DEWAS - 455001 (M.P.)
A Unit of Security Printing and Minting Corporation of India Limited
Miniratna Category - I CPSE
Wholly owned by Government of India
Tel : 07272-268253/268468 Fax : 07272-255111
Web : <http://bnpdewas.spmcil.com>
E-Mail: bnpdewas@spmcil.com
CIN No. : U22213DL2006GOI144763

ANNEXURE - I

MANDATORY CHECKLIST
(To be submitted along with Techno-commercial Bid)

| Sr. No. | Description | Yes/No |
|---------|--|--------------------------|
| 1. | Tender submitted in two bids i.e. (Techno-Commercial+ Price Bids). | <input type="checkbox"/> |
| 2. | The Tender should be submitted in English Language. The authenticated copies of the documents in support of the applicant's claims may be submitted in Hindi/English Language. | <input type="checkbox"/> |
| 3. | Non-MSE firms:- EMD Rs. 16,350/- to be submit in Techno-commercial Bid. | <input type="checkbox"/> |
| 4. | MSEs firm:- In case of MSME/NSIC/DIC/Start-up India campaign Registered Firm, certificates containing validity (including registered category-if any) to be enclosed. For MSEs- Provided Bid security declaration against EMD. | <input type="checkbox"/> |
| 5. | CATEGORY OF MSME FIRMS | |
| | SC | <input type="checkbox"/> |
| | ST | <input type="checkbox"/> |
| | GEN | <input type="checkbox"/> |
| 6. | Owner of the company | |
| | Male | <input type="checkbox"/> |
| | Female | <input type="checkbox"/> |
| 7. | All experience, past performances and capacity/capability related data should be certified by authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder should be verified from the parties for whom work has been done. | <input type="checkbox"/> |
| 8. | All financial standing data mentioned in section IX should be certified by certified accountants e.g. Chartered Accountants (CA) in India and Certified Public Accountant/ Chartered Accountant in other countries. | <input type="checkbox"/> |
| 9. | Provided the Names of Organization(s) / Firm(s) with Addresses & Telephone Numbers, Fax Numbers, E-mail addresses to which they have provided similar type of Items/services annually during the last five years in Techno-commercial Bid. | <input type="checkbox"/> |
| 10. | Power of attorney / Authorization indicating that authorized signatory is competent & legally authorized to submit the tender and /or to enter into legally binding contract enclosed in Techno-commercial Bid. | <input type="checkbox"/> |
| 11. | Sealed & signed copy of each page of tender document submitted along with techno-commercial bid as a token of acceptance of all terms & conditions enclosed . | <input type="checkbox"/> |
| 12. | A Copy of the price bid proforma submitted alongwith Techno-Commercial Bid leaving blank the price portion (i.e. showing the unit, currency & total price of the Item / Material offered as xxxx) so as to indicate the Item / Material being offered is enclosed. | <input type="checkbox"/> |
| 13. | Copy of GST/PAN /TAN number/ TIN number enclosed in Techno-commercial Bid. Please do not fill the prices in Section-X-Tender Form. | <input type="checkbox"/> |
| 14. | Undertaking/declaration certificate for not suspended/ banned by any Ministry/ Deptt. of Government of India or by any State Govt must be submitted in technical bid by the bidder. | <input type="checkbox"/> |
| 15. | Tender validity 120 days given. | <input type="checkbox"/> |
| 16. | Delivery Schedule accepted as per tender. | <input type="checkbox"/> |
| 17. | Payment terms accepted as per tender. | <input type="checkbox"/> |

NOTE:

1. The above check list duly filled must be submitted along with techno-commercial bid.
2. No price component has to be mentioned in above checklist, otherwise offer will be rejected.

Signature and Seal of bidder





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Web : <http://bnpdewas.spmcil.com>
E-Mail : bnpdewas@spmcil.com

NOT Transferable

Security Classification: Non Security

TENDER DOCUMENT FOR PROCUREMENT OF: Pigment Red-122

TENDER NUMBER: 6000017352/BNP/P/IF/RED/10028286/22/OT Dated 25.03.2022

This Tender Document Contains 29 Pages.

Tender Document is sold to:

The Bidder, (104573)

INDIA

Details of Contact person in SPMCIL regarding this tender:

Name : Diganta Kumar Deka

Designation : Addl. General Manager (Materials)

Address : BNPD (BANK NOTE PRESS, DEWAS)

INDIA



SECTION I: NOTICE INVITING TENDER (NIT)

Tender No. 6000017352/BNP/P/IF/RED/10028286/22/OT Dated 25.03.2022

1. Sealed tenders are invited from eligible and qualified tenderers for supply of following Item:

| S. No. | Brief Description of Goods/Services | Quantity Required | Remarks |
|---|-------------------------------------|---------------------|---|
| 1. | Pigment Red-122 | 300 Kgs. (+/-2%) | Kindly refer to section VI and VII for list of requirement and technical specification. |
| Type of Tender | | | TWO-BID Open Tender (National Competitive Bid) |
| Dates of sale of tender documents: | | | NA |
| Place of sale of tender documents | | | NA |
| Closing date and time for receipt of tenders | | | 26.04.2022 up to 14:30:00 |
| Place of receipt of tenders | | | BANK NOTE PRESS, DEWAS |
| Date and Time of opening of tenders | | | 26.04.2022 at 15:00:00 |
| Place of opening of tenders | | | BANK NOTE PRESS, DEWAS |
| Nominated Person/ Designation to Receive Bulky Tenders (Clause 21, 21.1 of GIT) | | | Diganta Kumar Deka Addl. General Manager (Materials) |

2. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details. In case of multiple items bidders should specifically mention for which item/(s) they are bidding.
3. Tenderer may also download the tender documents from the web site <http://bnpdewas.spmcil.com> and submit its tender by utilizing the downloaded document.
4. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.
Address:

The Chief General Manager
Administration Block Gate,
Bank Note Press, Dewas (M.P.) 455 001
5. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase Organization, the tenders will be sold/ received/ opened on the next working day at the appointed time.
6. The tender documents are not transferable.
7. The offer submitted by the firm should be valid for 120 Days from the date of opening of tender document.



8. The bidder has to submit the quotation strictly as per our tender enquiry specification and terms and conditions only.
9. In case the list of requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule.
10. **RIGHT OF ACCEPTANCE:** - The Chief General Manager, Bank Note Press, Dewas reserves the right to reject any or all tenders without assigning any reasons thereof.
11. The tender / bid / quotation should be submitted in Two Bid separate double sealed envelopes strictly as per **SIT : 8 Submission of Tender of Section III: Special Instructions to Tenderers (SIT)** and its sub clause **Non-Adherence to this shall make tender liable for rejection.**

12. SPECIAL INSTRUCTIONS:

- i. Relaxation of norms for Startups and Micro and Small Enterprises on Prior Experience, Prior Turnover Criteria may be given subject to meeting of quality and technical specifications as per circular no.1(2)(1)2016-MA dt.10.03.2016 issued by Govt. of India, Ministry of Micro, Small & Medium Enterprises, New Delhi.
- ii. Order No P-45021/2/2017-B.E.-II dated 15.06.2017 for Public Procurement (Preference to Make in India) issued by Ministry of Commerce and Industry, Department of Industry and Internal Trade (Public Procurement Section), and Order No 6/18/2019-PPD dated 23.07.2020 for prior registration on procurement from bidders from a country or countries on ground of Defence of India and national Security, issued by Ministry of Finance, department of Expenditure (Public Procurement Division) will be applicable as per guidelines of Government of India.
- iii. The Chief General Manager, BNP Dewas reserves the right to accept/reject /cancel any or all tender document without assigning any reason thereof. Chief General Manager, BNP Dewas also reserves the right to accept the tender in whole or part. Incomplete documents not submitted in accordance with the directions issued shall be liable for rejection.



25.03.2022
Diganta Kumar Deka
Addl. General Manager (Materials)
For and on behalf of Chief General Manager
Bank Note Press, Dewas
Telephone No. 07272-268468/268253
E-mail: bnppurchase@spmcil.com

Bank Note Press, Dewas (M. F.)

SECTION II: GENERAL INSTRUCTIONS TO TENDERERS (GIT)

Part I & II: General Instructions Applicable to all Types of Tenders

Please refer to our website for:

<http://www.spmcil.com/spmcil/UploadDocument/GIT.pdf>



SECTION III: SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/ substitute/ supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

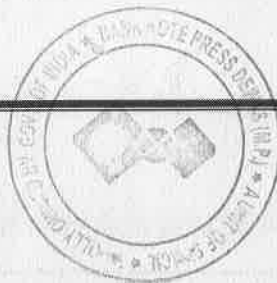
In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

| S.No. | GIT Clause No. | Topic | SIT Provision |
|-------|-----------------------|--|----------------------------------|
| 1 | 4 | Eligible goods (Origin of goods) | SIT - 1 (Mentioned below) |
| 2 | 8 | Pre bid Conference | Not Applicable |
| 3 | 9 | Time Limit for receiving request for clarification of Tender Documents | SIT - 2 (Mentioned below) |
| 4 | 11.2 | Tender Currency | SIT - 3 (Mentioned below) |
| 5 | 12.10 | Applicability of Octroi and Local taxes | SIT - 4 (Mentioned below) |
| 6 | 14 | PVC Clause & Formula | SIT -5 (Mentioned below) |
| 7 | 19 | Tender Validity | SIT - 6 (Mentioned below) |
| 8 | 20.4 | Number of Copies of Tenders to be submitted | SIT - 7 (Mentioned below) |
| 9 | 21 | Submission of Tender | SIT - 8 (Mentioned below) |
| 10 | 33 | Evaluation Criteria | SIT - 9 (Mentioned below) |
| 11 | 35.2 | Additional Factors for Evaluation of Offers | SIT-10 (Mentioned below) |
| 12 | 43 | Parallel Contracts | SIT-11 (Mentioned below) |
| 13 | 50.1, 50.3 | Tender For rate Contracts | Not Applicable |
| 14 | 51.1, 51.2 | Eligibility Criteria | As Mentioned in Section IX |
| 15 | 52.1, 52.3, 52.5 | Tenders involving Pre-Production Samples | SIT-12 (Mentioned below) |
| 16 | 53.4, 53.5, 53.7 | EOI Tenders | Not Applicable |
| 17 | 54.3.1, 54.5.2 | Tenders for Disposal of Scrap | Not Applicable |
| 18 | 55.2, 55.3, 55.7,55.8 | Development/Indigenization Tenders | Not Applicable |
| 19 | | Site inspection | SIT -13 (Mentioned below) |
| 20 | 18 | Earnest Money Deposit | SIT -14(Mentioned below) |

SIT 1: Eligible Goods: All goods to be supplied under the contract shall have their origin in India or Indian Agent in case of imported item, subject to any restriction imposed in this regard in Section III (SIT). The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

SIT 2: Clarification of Tender Documents: A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with BNP DEWAS in writing or by fax / e-mail/ post. BNP DEWAS will respond in writing to such request provided the same is received by BNP DEWAS not later than **21 Days** prior to the prescribed date of submission of tender. In case the clarifications are not given by BNP Dewas in stipulated time frame then the bidder must strictly follow the tender terms & conditions. Copies of the query and clarification, if any shall be sent to all prospective bidders who have purchased the bidding documents.

SIT 3 Tender currencies: The tenderer shall quote only in **Indian rupees**. Supplier is requested to quote price within 2 decimal place. Quotation with price quote beyond 2 decimal place will be ignored.



SIT 4: Wherever GST is applicable, the following may be noted:-

- i The tenderer should quote the exact percentage of GST that they will be charging extra.
- ii While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of GST from the erstwhile system of sales tax, duly stating the quantum of such credit per unit of the item quoted for.
- iii The tenderer while quoting for tenders should give the following declaration:
“We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the GST scheme by way of reduction in price and advise the purchaser accordingly.”
- iv The supplier while claiming the payment shall furnish the following certificate to the paying authorities: “We hereby declare that additional set offs/input tax credit to the tune of Rs. _____ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted .

SIT 5: Price Variation Clause: The prices should be firm & fixed during the entire currency of the contract

SIT 6 : Tender Validity

- The tenders shall remain valid for acceptance for a period of **120 days** after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- In exceptional cases, the tenderers may be requested by BNP DEWAS to extend the validity of their tenders upto a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/e-mail followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD (If applicable) accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.
- In case the day upto which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for BNP DEWAS, the tender validity shall automatically be extended upto the next working day.
- **Compliance with the Clauses of this Tender Document:** Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.

SIT 7 : Number of Copies of Tenders to be submitted :

Tenderer shall submit their tender in “**Original**” only.

SIT 8 : Submission of Tender :

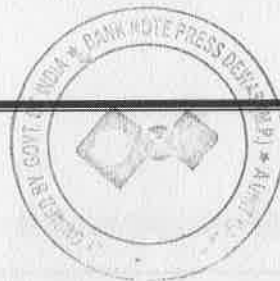
Techno-commercial bid and Price Bid are to be submitted in **Two Separate** double sealed Envelopes on or before the due date of the submission of the tender as stated below otherwise tender / bid / quotation shall be liable for rejection.

Part-I: Techno-commercial bid [First Envelope]

- I. Mandatory Check List
- II. The tenderer has to submit sealed & signed tender document by authorized signatory of the tenderer as a token of acceptance of all section/terms & conditions of this tender document.



- III. **EMD- EMD of Rs. 16,350/-** must be valid for at least 45 days beyond the validity of tender. i.e 120 days +45 days= 165 days. EMD must be submitted along with the tender in form of DD/FDR/Bankers Cheque only in favour of “The General Manager, Bank Note Press, Dewas” Payable at Dewas, Failing which the offer will be ignored.
- IV. The firm who are registered under NSIC, Micro & Small Enterprises (MSE)/ Startups may be exempted from submitting the EMD on producing valid certificate Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.
- V. **For MSE firm - Bid Security Declaration:** - Against EMD, bidder firm have to submit a seal & sign “Bid Security Declaration” accepting that if the firm withdraw or modify their bid during the period of bid validity after opening of tender they will be suspended for a period of 3 years from the date of opening of tender. (As per letter no. F.9/4/2020-PPD Ministry of Finance, Department of Expenditure dated 12.11.2020).
In addition to above, firms participating as MSE/NSIC/DIC/Start-up India Campaign, needs to enclosed certificates containing validity (including registered category-if any).
- VI. Relaxation of norms for Startups and Micro and Small Enterprises on Prior Experience, Prior Turnover Criteria may be given subject to meeting of quality and technical specifications as per circular no.1(2)(1)2016-MA dt.10.03.2016 issued by Govt. of India, Ministry of Micro, Small & Medium Enterprises, New Delhi.
- VII. Relaxation may be given under Order No P-45021/2/2017-B.E.-II dated 15.06.2017 for Public Procurement (Preference to Make in India) issued by Ministry of Commerce and Industry, Department of Industry and Internal Trade (Public Procurement Section), and Order No 6/18/2019-PPD dated 23.07.2020 for prior registration on procurement from bidders from a country or countries on ground of Defence of India and national Security, issued by Ministry of Finance, department of Expenditure (Public Procurement Division).
- VIII. **Manufacturer authorization Form:** - As Applicable.
- IX. Power of attorney / Authorization indicating that authorized signatory is competent & legally authorized to submit the tender and /or to enter into legally binding contract.
- X. The bidder should not be suspended/ banned by any Ministry/ Deptt. of Government of India or by any State Govt. Undertaking/declaration certificate for the same must be submitted in Technical bid.
- XI. The bidder has to submit all the documents & relevant proof in support of relevant clauses mentioned in **Section - VI: List of Requirement, Section –VII: Technical Specification and Section -IX: Eligibility Criteria.**
- XII. *A Copy of the price bid proforma shall be submitted alongwith **Techno-commercial Bid** leaving blank the price portion (i.e. showing the unit, currency & total price of the goods offered as xxxx) so as to indicate the goods being offered. It may be noted that the price is **NOT** to be quoted with the techno-commercial Bid otherwise the tender shall be liable for rejection.*



Part-II: - Price Bid [Second Envelope]

- The tenderer shall quote their prices strictly as per the proforma given in **Section-XI** of the tender document. No additional / extra item with price shall be included other than that of **Section-XI**.

NOTE:-

The envelopes containing bids shall be super scribed as **Techno-commercial Bid and Price Bid separately** for Procurement of **“Pigment Red-122”**. The sealed envelopes shall be again put in another envelope and should be sealed & super scribed as tender for **“Pigment Red-122” Due on: 26.04.2022 up to 14.30 hrs.**

- i. If the tender is not submitted as per above format, offer / bid / tender will be liable for rejection.
- ii. Late tender shall not be accepted. Tenderer shall submit their offer only on prescribed form. Tenders by fax/email shall not be accepted. Tender by post / hand/ courier received on or before the due date & time shall be accepted. Postal delay / delay by courier services etc. shall not be condoned, what so ever reason may be.

SIT 9: Evaluation Criteria:

- In the first instance, the **Techno-commercial Bid (The Techno-commercial part)** of the tender document will be considered for the evaluation. These offers/bids will be scrutinized & evaluated by the committee/authority with reference to the parameters prescribed in the **Section - VI: List of Requirement, Section -VII: Technical Specification, Section -IX: Eligibility Criteria** of the tender document .If the clarifications required by the purchaser the bidder have to submit their reply within stipulated time period by fax /email/courier/speed post accordingly the offers submitted by the firms would be scrutinized & evaluated.
- In the Second stage, the **Price Bid** of only eligible/the techno-commercial acceptable offers (as mentioned in first stage) will be opened for further scrutiny & evaluation. The evaluation criteria for awarding the contract shall be given to L1 Bidder as per **Section-XI of the Price Bid.**

SIT 10: Additional Factors for Evaluation of Offers:-

Participating MSMEs registered with MSME under Single Point Registration Scheme quoting price within price band of L1+15% shall also be allowed to supply a portion up to 25% of requirement by bringing down their price to L1 price where L1 is non MSEs.

SIT 11: Parallel Contract: Bank Note Press, Dewas reserves its right to conclude Parallel contracts, with more than one bidder (for the same tender). In case of splitting two or three it shall be done in the ratio of 60:40, 50:30:20 respectively.

SIT 12: Pre-Production sample: As per Section VI : Required delivery schedule.

SIT 13: Site Inspection:

BNP reserves the right for site inspection for assessment of capacity, capability by the BNP officials.



SIT 15: Earnest Money Deposit:

For MSE firm:

Against EMD, bidder firm have to submit a seal & sign “Bid Security Declaration” accepting that if the firm withdraw or modify their bid during the period of bid validity after opening of tender they will be suspended for a period of 3 years from the date of opening of tender. (As per letter no. F.9/4/2020-PPD Ministry of Finance, Department of Expenditure dated 12.11.2020)

In addition to above, firms participating as MSE/NSIC/DIC/Start-up India Campaign, needs to enclosed certificates containing validity (including registered category-if any).

For other firm: EMD of Rs. 16,350/- must be valid for at least 45 days beyond the validity of tender. i.e 120 days + 45 days= 165 days. EMD must be submitted along with the tender in form of DD/FDR/Bankers Cheque only in favour of “The General Manager, Bank Note Press, Dewas” Payable at Dewas, Failing which the offer will be ignored.



SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)

Part I: General Conditions of Contract applicable to all types of Tenders

Please refer to our website for:

<http://www.spmcil.com/spmcil/UploadDocument/GCC.pdf>



SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below. These Special Conditions will modify/ substitute/ supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

| S. No | GCC Clause No. | Topic | SCC Provision |
|-------|-----------------------------|--|----------------------------|
| 1 | 8.2 | Packing and Marking | SCC - 1 (Mentioned below) |
| 2 | 11.2 | Transportation of Domestic Goods | SCC - 2 (Mentioned below) |
| 3 | 12.2 | Insurance | SCC - 3 (Mentioned below) |
| 4 | 14.1 | Incidental Services | Not Applicable |
| 5 | 15 | Distribution of Dispatch Documents for clearance/ Receipt of Goods | SCC - 4 (Mentioned below) |
| 6 | 16.2,16.4 | Warrantee Clause | SCC - 5(Mentioned below) |
| 7 | 19.3 | Option Clause | SCC - 6 (Mentioned below) |
| 8 | 20.1 | Price Adjustment Clause | Not Applicable |
| 9 | 21.2 | Taxes and Duties | SCC - 7 (Mentioned below) |
| 10 | 22,22.1,22.2,22.4,22.3,22.6 | Terms and Mode of payments | SCC - 8 (Mentioned below) |
| 11 | 24.1 | Quantum of LD | SCC - 9 (Mentioned below) |
| 12 | 25.1 | Bank Guarantee and Insurance for Material Loaned to Contractor | Not Applicable |
| 13 | 33.1 | Resolution of Disputes | SCC - 10 (Mentioned below) |
| 14 | 36.3.2,36.3.9 | Disposal/ Sale of Scrap by Tender | Not Applicable |
| 15 | | Arbitration Clause | SCC -11 (Mentioned below) |
| 16 | | Failure & Termination Clause | SCC -12 (Mentioned below) |
| 17 | | Force Majeure Clause | SCC -13 (Mentioned below) |

SCC - 1: Packing and Marking:

The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

SCC - 2: Transportation of Domestic Goods: The transportation of the goods to be procured will be done by the supplier on FOR BNP Dewas Basis. The total cost of the transportation should also be indicated in the price bid of the item to be procured.

SCC - 3: Insurance: As the supplier has to deliver the material on FOR BNP Dewas Basis therefore the cost of the insurance will also be the part of the total cost of the material born by the supplier. The insurance charges should also be indicated in the price bid of the material/item.





SCC - 4: Distribution of Despatch Documents for Clearance/ Receipt of Goods : The supplier shall send all the relevant despatch documents well in time to BNP DEWAS to enable BNP DEWAS to clear or receive (as the case may be) the goods in terms of the contract.

SCC-5: Warranty Clause : This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to Bank Note Press, Dewas and accepted by Bank Note Press, Dewas in terms of the contract.

SCC-6: Option Clause: The Purchaser reserves the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

SCC-7: Taxes and Duties: Supplier shall be entirely responsible for all taxes, fees, levies etc. incurred until delivery of the contracted goods to BNP DEWAS.

SCC-8: Terms and Mode of Payment: The terms of payments would be as follows: The payment will be made **100%** after receipt, inspection, and acceptance of goods by the Purchaser and on production of all required documents by the supplier on actual basis. The payment will be done **through NEFT/RTGS Only**. Therefore, the suppliers have to produce all the Bank details such as - Name of Bank, Account No., IFSC Code No., MICR No. along with the Tender Document.

SCC-9: Quantum of Liquidated damages : If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, BNP DEWAS shall, without prejudice to other rights and remedies available to BNP DEWAS under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the **½% (0.5%) percent+ 18% GST** (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the **10% percent+ 18% GST** (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). During the above mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause **23.4** shall also apply.

SCC-10: Resolution of disputes:

If dispute or difference of any kind shall arise between BNP DEWAS and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise provided in the SCC, either BNP DEWAS or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.

SCC-11: Arbitration Clause: All disputes & differences arising out of or in any way touching or concerning this agreement (except those for which specific provision has been made therein) shall be referred to Sole Arbitrator to be appointed by CMD, SPMCIL. This contract has to be interpreted in accordance with the laws of the Union of India and arbitration proceedings shall be conducted in India under the Arbitration and conciliation Act 1996. The Arbitrator so appointed shall be an SPMCIL Officer who had not dealt with matters to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in dispute or differences. The Award of the Sole Arbitrator shall be final and binding on the parties.



SCC-12: Failure & Termination

A) Cancellation of contract for Default: Without prejudice to any other remedy for breach of contract, like removal from the list of registered supplier, by written notice of default sent to the supplier, the contract may be terminated in whole or in part:

- (i) If the supplier fails to provide any or all the goods within the time period (s) specified in the contract, or any extension thereof granted
- (ii) If the supplier fails to perform any other obligation under the contract within the period (s) specified in the contract or any extension thereof granted.

B) Termination of Contract for convenience: Bank Note Press, Dewas (M.P.) may at any time terminate the Contract by giving you one month's prior notice in writing to that effect and shall have the liberty to appoint any other agency to carry out your obligations under this Contract.

SCC-13: Force Majeure:

13.1 In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

13.2 Notwithstanding the provisions contained in GCC clauses 23, 24 and 26, the supplier shall not be liable for imposition of any such sanction so long the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

13.3 In case due to a Force Majeure event is unable to fulfill its contractual commitment and responsibility, BNP Dewas will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.



SECTION VI: LIST OF REQUIREMENTS

| S. No. | Brief Description of Goods | Quantity Required |
|--------|----------------------------|---------------------|
| 1. | Pigment Red-122 | 300 Kgs. (+/-2%) |

1. **Required Terms of Delivery & Destination:** FOR BNP Dewas.
2. **Replacement:** If the material is rejected for any reason the supplier have to replace the material at firms own cost and risk from our press.
3. **Purchaser Sampler:** After submission of security deposit successful bidders may collect the purchaser's sample upto '10 Grams' from Bank Note press, Dewas for the guidance. The successful bidders will have own responsibility to collect the sample from Bank Note Press Dewas. However it should not be affected the delivery schedule of the material.
4. **Required Delivery Schedule:**
Past supplier-The firm on whom supply order will be placed will have to supply 300 KGs of "Pigment Red-122" within 30 days from the date of purchase order.
5. **New Supplier –**
Pre- Production Sample :- New supplier has to supply pre-production sample of "Pigment Red-122" in quantity of 25 KGs" within 30 days from the date of purchase order.
 The firm on whom supply order will be placed will have to supply 300 KGs the "Pigment Red-122" within 30 days from the date of approval of pre-production sample.
6. **Preferred mode of Transportation:** As desired by the bidder which should be in safe and secured manner.
7. **Security Deposit:** If the value of the purchase order will exceed Rs. 2,50,000/- then the firm on whom purchase order will be placed will have to submit 03% of the total cost of the purchase order against security deposit in form of DD/ FDR/ Banker's cheque drawn on any scheduled commercial bank in India only in the favour of "The General Manager, BNP Dewas" payable at Dewas within 21 Days from the date of Notification of Award of Contract (NAC). The Security Deposit should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor, including warranty obligations, and will be refunded to the contractor without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract. (As per letter no. F.9/4/2020-PPD Ministry of Finance, Department of Expenditure dated 12.11.2020).

Note: The Purchase Order/Contract will be issued to successful bidder after receipt of Security Deposit as per above.

8. Other requirements for the Bidders:

- (a) The bidder shall provide names of organization(s)/firm(s) with addresses & telephone numbers, fax numbers, email addresses to which they have provided similar type of items annually during the last five years.
- (b) The application should be submitted in Hindi/English Language. The authenticated copies of the documents in support of the applicant's claims may be submitted in Hindi/English Language.
- (c) The bidder shall indicate that authorized signatory is competent & legally authorized to submit the tender and / or to enter into legally binding contract.

Note: Tenderer's attention is drawn to GIT clause 17 and GIT sub-clause 10.1



9. The tenderer is to provide the required details, information, confirmations, etc accordingly, failing which it's tender is liable to be ignored. Following details may also be provided. **(Mandatory)**

i Name of Firm : _____

ii Name of the Proprietor / Owner / Director : _____

iii Complete address of the firm : _____

iv Contact of firm :

Phone No. _____

Mobile No. _____

FAX No. _____

E-mail No. _____

v GST Registration No. (Copy of certificate enclosed. If applicable) : _____

vi Income Tax P.A.N. No.(Copy enclosed) : _____

vii For transaction through RTGS/NEFT :

1. Name of Bank : _____

2. Account No : _____

3. MICR No : _____

4. IFSC Code : _____

viii Details of ITCC / NSIC / DGS&D Registration. Please enclose Photostat copies.

ix Whether the firm is MSME Registered if yes, please enclose the copy of relevant documentary proof.

x. Category (SC/ST/GEN): SC ST GEN

xi. Name of the owner of the company: _____

xii: Gender of the owner (Male/Female) : Male Female

Date:

Name & Signature

Seal of the Firm & Address



SECTION VII: Technical Specification

TECHNICAL SPECIFICATIONS:-

- i. Chemical Class : Quinacridone
- ii. Colour index name : Pigment Red 122
- iii. Colour index number : 73915
- iv. Shade , opacity / Transparency :- It should be as per standard material kept with us.
- v. Strength : It should be with in $\pm 5\%$ of the standard sample kept with us.(Colour strength more than 5% is also acceptable)
- vi. Hue : Bright Bluish Red
- vii. Particle size/Fineness of Grind on Hegmann Guage : Up to 7.5 microns
- viii. Oil absorption, g/100 gms : 50 ± 5 of the pigment
- ix. Heat Stability : Stable at $150 \pm 2^\circ \text{C}$ for 20 minutes Strength should not be reduced more than 5%
- x. Light fastness : 6 to 7 on the Blue wool scale of 1 to 8 (When 7 days air dry print is subjected to the Xenotest)
- xi. Chemical Resistance towards various organic solvents, acids, alkalies & Industrial laundry soln. : It should not be less than 4 on the scale of 1 to 5.
- x. Admissible % of Iron particles: It should not exceed 0.05%
- xi. Application : It will be used for making high quality printing inks.

NOTE:

1. The firm has to furnish a test certificate for conformity with our specifications while making the supplies of material. However purchaser reserves the right to carry the critical tests of any of the specified parameters on receipt of the material in Bank Note Press, Dewas.
2. The firm have to submit Safety Data Sheet (SDS) and Technical Data Sheet (TDS) of the item otherwise their offer will not be considered.
3. Packing should in 20/25 Kg two layer premium grade bags indicating product name , name of manufacturer, B.no., G.wt., T.wt., N.wt. etc.
4. BNP Dewas reserves the right to inspect the manufacturing facility of the bidder firm.



SECTION VIII: QUALITY CONTROL REQUIREMENTS

(As per technical specification mentioned in section VII)

The bidder should assure that the material offered by them against this tender should have the technical parameters strictly as per the technical specification mentioned in Section VII (Technical specification). No deviation will be accepted.



SECTION IX: ELIGIBILITY CRITERIA

i. The Bidder firm should meet following eligibility criteria to qualify:-

(a) For MSE / Start-up Firm: Capability-Equipment & Manufacturing Facilities: The bidder firm must have capability to Manufacture and supply of tendered item.

(b) For Other Firm: Experience and past performance:

The bidder firm may be Manufacturer/ Proven supplier/ Authorized dealer or distributor of tendered item or bidder may participate with manufacturing authorization form (issued by manufacturer of tendered item).

Note:- Participating bidder needs to be submit all related documents along with the bid.





SECTION X: TENDER FORM

ACCEPTANCE OF TERMS & CONDITIONS

To

Date.....

The Chief General Manager,
Bank Note Press,
(A unit of Security Printing and Minting Corporation of India Limited)
Dewas (M.P.) - INDIA

Ref: Your Tender document No.dated

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. --
-----, dated ----- (if any), the receipt of which is hereby confirmed. We now offer to supply and
deliver..... (Description of goods and services) in conformity with your above referred document for the
sum of ---xxxx-- (To be mentioned in the Price Bid only & not to be mentioned in PQB & Techno
Commercial Bid) (total tender amount in figures and words), as shown in the price schedule(s), attached
herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in
accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required
amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V - "Special
Conditions of Contract", for due performance of the contract.

We agree to keep our tender valid for acceptance for a period upto -----, as required in the GIT clause 19, read
with modification, if any in Section-III - "Special Instructions to Tenderers" or for subsequently extended
period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and
this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a
formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period
shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your
above-referred tender enquiry.

.....
(Signature with date)
.....

(Name and designation)

Duly authorized to sign tender for and on behalf of



SECTION XI: PRICE SCHEDULE

[To be submitted along with the tender]

From:
To,
The General Manager,
Bank Note Press, Dewas (M.P.) – INDIA
(A unit of Security Printing and Minting Corporation of India Limited)

Sub: Price Bid for procurement of “**Pigment Red-122** ”.
Ref: Your tender enquiry No: **6000017352/BNP/P/IF/RED/10028286/22/OT Dated 25.03.2022**

Dear Sir,

We have received your tender enquiry cited and we are pleased to enclose the following our Commercial bid for your kind consideration.

| Sl. No. | Description | Quantity & Unit | Basic Price Per unit Rs. | Freight, Insurance, other charges if any Rs. | GST@% & (Rs.) Per unit Rs. | Total rate per unit (FOR BNP Dewas) Rs. | Total Price (FOR BNP Dewas) Rs. |
|---------|--|---------------------------|--------------------------|--|----------------------------|---|---------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7= (4+5+6) | 8= (7x3) |
| 1. | Pigment Red-122 HSN Code: _____ | 300 Kgs. | | | | | |

Date:

Name & Signature/Seal of the Firm

Address: _____

Note:

- Price should be quoted exactly as per the format given above.
- Price bids with condition/counter conditions are liable for rejection.
- Firm has to quote the price within 2 decimal place. Price quote beyond 2 decimal place will be ignored.
- Supplier should file the returns pertaining to TCS (Section 206C (1H) for TCS collected, in time and provide the TCS certificate to BNP. In case of any Credit loss to BNP by way of their failure to files Returns and provide TCS certificate in time, BNP reserves the right to recover the amount equivalent to TCS paid along with applicable interest from the payment of further supplies.



SECTION XII: QUESTIONNAIRE

The tenderer should furnish specific answers to all the questions/ issues mentioned below. In case a question/ issue does not apply to a tenderer, the same should be answered with the remark "not applicable".

Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

In case a tenderer furnishes a wrong or evasive answer against any of the under mentioned question/ issues, its tender will be liable to be ignored.

1. Brief description and of goods and services offered:
2. Offer is valid for acceptance upto
3. Your permanent Income Tax A/ C No. as allotted by the Income Tax Authority of Government of India :
Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority.
4. Status :
 - a. Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the National Small Industries Corporation (NSIC), New Delhi, and/ or the present SPMCIL and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.
 - b. Are you currently registered under the Indian Companies Act, 1956 or any other similar Act? Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.
5. Please indicate name & full address of your Banker(s) :
6. Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Deptt. of Government of India or by any State Govt.

.....
(Signature with date)

.....
.....

(Full name, designation & address of the person duly authorized sign on behalf of the tenderer)
For and on behalf of

.....
.....

(Name, address and stamp of the tendering firm)



SECTION XIII: BANK GUARANTEE FORM FOR EMD

(Not applicable)



SECTION XIV: MANUFACTURER'S AUTHORIZATION FORM

To,

Bank Note Press, Dewas
A Unit of Security Printing & Minting
Corporation of India Limited
Wholly Owned by Govt. of India
Dewas

Dear Sirs,

Ref.: Your Tender document No..... dated.....

We..... who are proven and reputable manufacturers of
..... (name and description of the goods offered in the tender) having factories at
..... here by authorize Messrs..... (name and address of the agent)
to submit a tender, process the same further and enter into a contract with you against your requirement as
contained in the above referred tender enquiry documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs..... (name and
address of the above agent) is authorized to submit a tender, process the same further and enter into a contract
with you against your requirement as contained in the above referred tender enquiry documents for the above
goods manufactured by us.

We also hereby extend our full warranty, as applicable as per clause 16 of the General Conditions of Contract
read with modification, if any, in the Special Conditions of Contract for the goods and services offered for
supply by the above firm against this tender document.

Yours faithfully,

.....
.....

[Signature with date, name and designation]

Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a
person competent and having the power of attorney to legally bind the manufacturer.





SECTION XV: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

_____ [Insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [insert: Name and Address of BNP Dewas]

Date:

PERFORMANCE GUARANTEE No.:

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We undertake to pay BNP, Dewas up to the above amount upon receipt of its first written demand, without BNP, Dewas having to substantiate its demand.

This guarantee will remain in force for a period of Sixty days after the currency of this contract and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch



SECTION XVI: CONTRACT FORM

Contract No.....

dated.....

This is in continuation to this office' Notification of Award No.....
dated

1. Name & address of the Supplier:
2. SPMCIL's Tender document No..... dated..... and subsequent Amendment No....., dated..... (If any), issued by SPMCIL
3. Supplier's Tender No..... dated..... and subsequent communication(s) No.....dated (If any), exchanged between the supplier and SPMCIL in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturers' Authorization Form (if applicable for this tender);
 - (ix) SPMCIL's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause ___ of Section -V - 'General Conditions of Contract' of SPMCIL's Tender document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

| Schedule No. | Brief description of goods/ services | Accounting unit | Quantity to be supplied | Unit Price (in Rs.) | Total price |
|--------------|--------------------------------------|-----------------|-------------------------|---------------------|-------------|
| | | | | | |

Any other additional services (if applicable) and cost thereof:

Total value (in figure) _____ (In words) _____

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - (b) Designation and address of SPMCIL's inspecting officer



- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause
- (viii) Payment terms
- (ix) Paying authority

.....

(Signature, name and address of SPMCIL's authorized official)

For and on behalf of.....

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorized to sign on behalf of the supplier)

For and on behalf of

(Name and address of the supplier).....

(Seal of the supplier)

Date:

Place



SECTION XVII: LETTER OF AUTHORITY FOR ATTENDING A BID OPENING

(Refer to clause 24.2 of GIT)

The Chief General Manager,
Bank Note Press,
(A unit of Security Printing and Minting Corporation of India Limited)
Dewas (M.P.)- INDIA

Subject: Authorization for attending bid opening on _____ (date) in the Tender of _____.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

| Order of Preference | Name | Specimen Signatures |
|--|------|---------------------|
| | | |
| | | |
| Alternate Representative | | |
| Signatures of bidder or Officer authorized to sign the bid Documents on behalf of the bidder. | | |

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.



SECTION XVIII: PROFORMA OF BILLS FOR PAYMENTS

(Refer Clause 22.6 of GCC)

Name and Address of the Firm.....
 Bill No.....Dated.....
 Purchase order.....No.....Dated.....
 Name and address of the consignee.....

| S.No | Authority for purchase | Description of Stores | Number or quantity | Rate Rs. P. | Price per Rs. P. | Amount |
|--------------|------------------------|-----------------------|--------------------|-------------|------------------|--------|
| | | | | | | |
| | | | | | | |
| Total | | | | | | |

1. GST Tax Amount
 2. Freight (if applicable)
 3. Packing and Forwarding charges (if applicable)
 4. Others (Please specify)
 5. PVC Amount (with calculation sheet enclosed)
 - 6.. (-) deduction/Discount
 7. Net amount payable (in words Rs.)
- Despatch detail RR No. other proof of despatch.....
 Dated.....(enclosed)
 Inspection Certificate No.....Dated.....(enclosed)
 Income Tax Clearance Certificate No.....Dated.....(enclosed)
 Place and Date
 Received Rs.....(Rupees).....

I hereby certify that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

Revenue stamp

Signature and of Stamp Supplier



THE STATE OF TEXAS, COUNTY OF DALLAS.

Know all men by these presents, that

JOHN A. SMITH, of the County of Dallas, State of Texas, for and in consideration of the sum of \$10,000.00, to him in hand paid by JOHN B. SMITH, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said JOHN B. SMITH, his heirs and assigns forever, all that certain

| Tract or Lots | Containing | Acres | More or Less |
|---------------|------------|-------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |

situated in the County of Dallas, State of Texas, to wit: Lot 10, Block 10, Subdivision 10, of the Dallas Terminal Railway Company's Addition, Dallas, Texas, as shown on the plat of said Subdivision 10, Dallas, Texas, recorded in the Public Records of said County of Dallas, Texas, at page 100 of Volume 10 of said Public Records, and also all that certain

tract or lots of land, containing more or less acres, situated in the County of Dallas, State of Texas, to wit: Lot 10, Block 10, Subdivision 10, of the Dallas Terminal Railway Company's Addition, Dallas, Texas, as shown on the plat of said Subdivision 10, Dallas, Texas, recorded in the Public Records of said County of Dallas, Texas, at page 100 of Volume 10 of said Public Records, and also all that certain

tract or lots of land, containing more or less acres, situated in the County of Dallas, State of Texas, to wit: Lot 10, Block 10, Subdivision 10, of the Dallas Terminal Railway Company's Addition, Dallas, Texas, as shown on the plat of said Subdivision 10, Dallas, Texas, recorded in the Public Records of said County of Dallas, Texas, at page 100 of Volume 10 of said Public Records, and also all that certain