

TRIBAL DEVELOPMENT COOPERATIVE CORPORATION OF ODISHA LTD
Rupali Square, Bhoi Nagar, Bhubaneswar-751022, Odisha
Tel No.2542475, 2542617, FAX-2544828. Email : admin@tdccodisha.org

E-Auction Notification No.1646

Date:22.07.2022

E-Auction for Sale of Seeded Tamarind, De-Seeded Tamarind & Seeded Harida 2022 Crop
procured under MSP Scheme

TDCCOL, Bhubaneswar is commencing sale of following Seeded Tamarind, De-Seeded Tamarind & Seeded Harida 2022 Crop stock procured under MSP Scheme stored in different godowns/cold storages in Odisha through e-auction platform of MSTC Ltd (E – RaKAM), BSE – e-Agriculture Markets (BEaM) & NCDEX e-Market Ltd. The e-Auction will be held on 16/08/2022 & the same will be reflected in www.mstcecommerce.com, www.bsebeam.com & www.neml.in. Any changes/modification in the e-Auction documents will be posted on the above websites.

All interested registered buyers/manufacturers/exporters are hereby informed that the e-bidding session in all the above platforms for sale of stocks will commence as per following schedule:

Sl	Commodity	E- Auction Date	Auction Time	Extension
1	Seeded Harida	16/08/2022	09:45 AM	3 extensions of 5 Min each
1	Seeded Tamarind		10:30 AM	
2	De-Seeded Tamarind		15:45 PM	

NB: The bidding duration will be 30 Minutes for each district. In case of tie maximum 3 extensions of 5 minutes each will be allowed.

Terms & Condition for Sale of Seeded tamarind , De-seeded tamarind & Seeded Harida procured under the MSP scheme 2022 crop

1. ITEMS, QUALITY AND QUANTITY

- I. The goods are offered on “As is Where is Basis” at the locations/godowns/cold storages as mentioned in Annexure-1.
- II. Interested registered buyers/manufacturers/exporters may visit the respective locations/godowns/cold storages for inspection of the MFP items prior to the bidding process, with intimation to TDCCOL District / Branch Managers.
- III. Bids for less than the quantity as specified in Annexure-1 in respect of a particular godown/cold storage shall not be considered.
- IV. Upon confirmation of sale by TDCCOL, acceptance order will be sent to all successful bidders and e-Service Providers through email.

2. PRICE

Price is to be quoted on "As is where is" basis. The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders. Price quotation will be in Rs/Quintal. The price quotation would be on "Gross Weight Basis". GST will be applicable over and above the price quoted. Other taxes if any, will be charged extra from the buyer as applicable.

3. VALIDITY

The Bids of all Bidders at the final close of the e-auction session must remain valid for a period of 45 working days after completion of the auction session.

4. PRE-REQUISITES FOR BIDDING

Bidder(s) referred to in this notice is any real individual or legal entity who wishes to buy MFP items. Only the registered members of the above Service Providers can become bidders after fulfilling all the terms & conditions put in place for the e-Auctions.

Buyers may participate in the e-auction after registration with concerned Service Provider, however payment of disposed quantity should be received from the account of successful bidders and delivery/sale order shall be issued in the name of the successful bidders. Bidders may contact the respective Branch/District Managers, TDCCOL for any clarification regarding location of the warehouses/cold storages. Details given at Annexure-I.

5. SAMPLING AND INSPECTION OF GOODS

The stocks are stored in multiple godowns/cold storages across the State as mentioned in Annexure – I. In case the buyers / bidders are keen to verify the quality before participating in bid, they may contact the respective District Managers / Incharge Branch Managers of TDCCOL as details given at Annexure-I.

6. EMD DEPOSIT

"Bidders will have to deposit an amount equal to 3 % of bid value as EMD (Earnest Money Deposit) in payment gateway/Escrow account provided by Service Provider prior to bidding. Only those bidders will participate in the e-auction who deposits 3 % EMD amount in Service Provider prior to bidding. The e-Service providers have to give the details of the EMD amount deposited by the bidders through email (manager.fa@tdccorissa.org) before starting of e-Auction to TDCCOL. Once the auction initiated, no request for EMD deposit / confirmation will be entertained by the service provider. The e-Service Providers have to give the details of the EMD deposited by the bidders through email before starting of e-Auction.

7. DEPOSIT OF SALE VALUE

The Acceptance Order to the H1 bidder will be issued within 15 working days from the date of e-Auction. The Successful bidder(s) shall deposit 100% sale value within 10 working days of the issue

of the Acceptance Order/Confirmation Order of TDCCOL. In case, non-receipt of 100% Sale Value within stipulated time of 10 working days, the allotment shall be cancelled, and 3 % Earnest Money Deposit would be forfeited". No extension shall be granted beyond maximum period of 10 days. In that case the Service Provider will remit the EMD to TDCCOL.

8. ONLINE BIDDING/e-AUCTION SESSION DETAILS

- I. The same stock shall be put on auction simultaneously on three Service Providers i.e., MSTC Ltd (E – RaKAM), BSE – e-Agriculture Markets (BEaM) & NCDEX e-Market Ltd.
- II. Bidders have to quote Price to purchase before completion of e-auction time.
- III. Bidders have to bid for entire available quantity of a particular warehouse/cold storage.
- IV. The auction session will be open for 30 minutes duration for each district and there will be 03 extensions of 5 minutes each. Each Extension will come into effect, if any bid is received in the last 03 minutes of closing of the initial auction session or the extension session. The detail schedule of e-Auction is at Annexure – III.
- V. The bidders shall place their bids on above platforms of Service Providers online system made available by Service Provider as per the terms and conditions mentioned below.
 - a) The precedence for allotment will be accorded to the buyer who has quoted the Highest price.
 - b) In case, two or more buyers bid the same price, precedence will be given to the buyer who has offered his bid first with reference to time.
 - c) The highest bid(s) received among all Service Providers, shall be treated as the H-1 bid discovered for the e-Auction.
 - d) All the bids so made shall be depicted as 'Provisionally Allotted'. The 'Provisionally Allotted' stock is indicative only and is subject to acceptance of the H1 Bid/Price by TDCCOL.
 - e) The highest bids accepted by TDCCOL will be communicated to the concerned Bidder and respective Service Provider in shape of Acceptance Order.
 - f) TDCCOL may or may not accept the H-1 bid.
- VI. Allocation Rules: After the approval of the H1 price by TDCCOL, acceptance orders will be issued to the H1 Bidders for deposit of 100 % Sale Value. Non deposit of the sale value within the stipulated period will lead to cancellation of the Acceptance Order and forfeiture of EMD.
- VII. The Bidders are required to quote in Indian Rupees/Quintal for each item on offer.
- VIII. The incremental tick size shall be Rs.10.00/Quintal.
- IX. The highest valid bid(s), as available in bid sheet, shall be the H-1 bidder(s) after decision by TDCCOL for the e-Auction. TDCCOL has sole discretion of declaring the H-1 bidder(s) as winner(s) or rejecting the H-1 bid(s). Declaration of H1 price/rate will be done Warehouse/Location wise.
- X. During price discovery session, a bidder may modify his bid only upwards to an incremental value more than the existing highest bid.

- XI. No cancellation of Bids shall be allowed during an auction session.
- XII. The Service Providers shall submit bid history through email to manager.fa@tdccorissa.org on the next working day of the bidding date.
- XIII. The final results of the e-Auction are binding on all bidders and any requests or cancellation received after the conclusion of an auction session and confirmation, bidders will be blacklisted and debarred from participation in further tenders/e-Auction of any commodity floated by TDCCOL.
- XIV. Any bid placed using the bidder's username and the password shall be deemed to be an unconditional binding on the bidder who has registered with above Service Provider's portal by generating their own username and password, inter-alia, for the purpose of the e-Auction and the bidder shall be solely and fully responsible for all the activities that occur under such user name and password. The user is therefore advised to check the user name and the password before the e-Auction and is advised not to reveal it to anyone else so as to prevent misuse of the same.
- XV. The bidders participating in the bidding process should participate diligently and submit bids in a fair manner. The bidders should not conduct any act or submit bids which are detrimental to the bidding process and likely to cause disruption or disturb the market equilibrium. In case of any act or omission on the part of any bidders, including participation and entering bids in the bidding process, is likely to cause disruption, effect market equilibrium or result in malpractice or manipulation of the bidding process, TDCCOL may at its sole and absolute discretion, in the best interest of the entire bidding process and other participants at large, with or without giving notice to any such bidder and/or without assigning any reasons whatsoever, may debar/disqualify any bidder or restrict participation of such bidder in the bidding process. The decision of TDCCOL in this regard shall be final and binding on all the bidders. Such non-serious bidders may further be debarred or blocked from participating in future bidding process.
- XVI. TDCCOL reserves the right to accept or reject any or all bids including the highest bid wholly or partially or counter the bid(s) including right to increase or decrease the quantity without assigning any reasons thereof and the bidder shall not raise any dispute.

9. INTERNET CONNECTIVITY

TDCCOL and Service Providers shall not be responsible for any failure of power, Network Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access Portals. In case the scheduled e-auctions are not completed/concluded as intended on account of any reasons whatsoever including any technical reasons, the e-auctions will be rescheduled as per TDCCOL discretion.

10. TRANSACTION CHARGES

Service Provider may levy transaction charge from the successful bidders. The Successful bidder(s) shall deposit Service Provider transaction charge in payment gateway/Escrow account provided by Service Provider prior to bidding. No charges to be collected from TDCCOL. The details of

Offices/Phone numbers of Service Providers are given at ANNEXURE –II for queries.

11. PAYMENT AND LIFTING OF THE STOCK

- I. The Buyer(s) needs to compulsorily make full payment within 10 Bank working days from date of issue of the Acceptance Order/Confirmation Order. If Buyer fails to deposit the full Sale Value amount within the stipulated time period of 10 Bank working days, the EMD of 3% will be forfeited & Acceptance Order will stand cancelled.
- II. The successful bidder will get 30 days free lifting period from the date of sale confirmation order.
- III. Sale Value as stipulated in the Acceptance Order has to be deposited in favour of TDCCOL through RTGS/NEFT/Online Mode. TDCCOL bank account details - HDFC Bank A/C No- 50100330748801, IFSC - HDFC0002457
- IV. Delivery of the stocks would be made in presence of TDCCOL representative within the working hours on 100 percent weightment basis at weighbridges/weighing scale.
- V. Since sale is on ex-warehouse and “as is where is” basis, all expenses such as labor charges, loading charges, weightment charges, etc. will be borne by the buyer.
- VI. No complaint of any nature regarding quality, weight, etc. would be entertained after sale confirmation/delivery since the sale is on “as is where is” basis. Parties desirous of inspecting the stocks may do so before participation in tender/ e-Auction.
- VII. GST and all other levies/tax as applicable would be extra.
- VIII. TDCCOL shall issue the Tax Invoice at the time of lifting of goods.
- IX. If the bid made by the buyer of the particular location/warehouse is more than the available quantity, allocation to the buyer will be done as per the available quantity.
- X. In case, where delivery falls short of the quantity paid for, on account of less stock available with TDCCOL, the costs to that extent will be refunded to buyers by TDCCOL without interest.

12. ISSUANCE OF SALE ORDER

TDCCOL will issue Sale Order in favour of the successful buyer only on receipt of 100% payment of value of sale transaction inclusive of all taxes, charges etc. in TDCCOL bank account from successful bidder. TDCCOL will not be responsible for delay on part of bank/bank server etc.

Buyers Non-Performance: Following cases will be treated as buyer non-performance

In case Buyer has paid the full amount within 10 Bank working days but fails to lift the material within maximum of THIRTY DAYS from date of sale confirmation, buyer's EMD and sale proceed amount will be forfeited and fresh e-Auction will be conducted.

13. LIQUIDATING DAMAGES

- I. In case buyer fails to comply with the payment and delivery condition as stipulated in the contract, the EMD & Sale Value received by the seller will be forfeited without notice.
- II. The payment received by Service Provider against such auction will be transferred to TDCCOL.

14. FORCE MAJEURE

- I. Force Majeure means any event or combination of events or circumstances beyond the control of the parties hereto which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects the abilities of the parties to perform obligations under this Agreement, which shall include but not be limited to: (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism; (c) Strikes or lock outs, industrial dispute; (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion; (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; (h) Any event or circumstances analogous to the foregoing.
- II. It is agreed between the parties that the performance of obligations under this contract is subject to Force Majeure condition which shall mean any event or combination of events or circumstances beyond the control of the parties hereto.
- III. Neither party will be liable for performance delays or for nonperformance due to causes beyond its reasonable control, except for payment obligations.
- IV. During the continuance of the Force Majeure, TDCCOL reserves the right to alter or vary the terms and conditions of this e-Auction or if the circumstances so warrant, the TDCCOL may also suspend the deal for such period as is considered expedient, Buyers agree and consent that they shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.
- V. The Buyer agrees and understand that if the Force Majeure condition continues for a long period, then the TDCCOL in its own judgment and discretion may terminate this deal and in such case, Buyers agree that the they shall have no right or claim of any nature whatsoever and TDCCOL shall be released and discharged of all its obligations and liabilities under this Agreement.

15. APPLICABLE LAW JURISDICTION AND DISPUTE RESOLUTION

- I. The contract /tender document shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at Bhubaneswar and the High Court at Cuttack shall have the jurisdiction in all matters arising out of/ touching and/or concerning this agreement and parries to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid

courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

- II. In case of any dispute arises between the parties, the same shall be resolved mutually by the parties and in case if any further dispute subside then the same shall be referred to the Managing Director, TDCCOL whose decision will be treated as final and binding on both the parties.
- III. The provision of Arbitration and Conciliation Act 1996 will not be applicable to the subject matter of this e-Auction.

Sd/-
Managing Director

16. ANNEXURE-I

Sl no	District	Branch	Seeded Tamarind		Contact of Branch Managers/District Managers
			Storage godown / Cold Storage	Qty stored in quintals	
1	Kalahandi	Bhawanipatna	M/s Shreejee Agro Tech, Bolangir	4281.30	9078897359
			MITs Mega Food Park, Kolnara, Rayagada	2717.50	
			Sub Total	6998.80	
2	Sundergarh	Sundergarh	Sri Krishna Cold Storage, Sason, Sambalpur	5837.38	9438239319
3	Rayagada	Rayagada	MITs Mega Food Park, Kolnara, Rayagada	8527.10	9078897372
4	Kandhamal	Balliguda	M/s Shreejee Agro Tech, Bolangir	5881.28	9078897377
			MITs Mega Food Park, Kolnara, Rayagada	1200.82	
			Sub Total	7082.10	
5	Nuapada	Nuapada	M/s Shreejee Agro Tech, Bolangir	7315.55	9337388120
6	Sambalpur	Sambalpur	Sri Krishna Cold Storage, Sason, Sambalpur	1583.27	9078897363
7	Deogarh	Lahunipara	Sri Krishna Cold Storage, Sason, Sambalpur	265.34	9078897386
Total				37609.54	

Stock Position of De - Seeded Tamarind 2022 Crop

Sl no	District	Branch	Storage Godown	Quantity Stored in Qtls	Contact Details of Branch Managers/District Managers
1	Koraput	Sunabeda	M/s B.R. Cold Storage, Ambaguda, Jeypore, Koraput	60.00	9078897364
2	Nabrangpur	Umerkote	M/s Igloo Preservation Cold Storage, Ambaguda, Jeypore, Koraput	515.50	9078897361
Total				575.50	

Stock Position of Seeded Harida 2022 Crop

Sl no	District	Branch	Storage Godown	Quantity Stored in Qtls	Contact Details of Branch Managers/District Managers
1	Sambalpur	Sambalpur	TDCCOL Godown, Kuchinda	20.70	9078897363

Annexure - II

Sl	Name of the Service providers	Name of the Contact Person and Mobile no.
1	MSTC Ltd. 8th FLOOR, IDCO TOWER, JANAPATH ROAD, UNIT-9, BHUBANESWAR - 751022, ODISHA, Email : mstcbbr@mstcindia.in, Phone no. (0674)-2544199/2950091	Sri. Satya Sai – 9441487624 Sri. Deepak - 7377086311
2	NCDEX e-Market Ltd, Email : amit.sahu@nemi.in and gopal.mallick@nemi.in	Amit Kumar Sahu: 9937467937 Gopal Mallick: 9556994441
3	BSE – e-Agriculture Markets (BEaM) Email : prabhakar.singh@bsebeam.com	Sri. Prabhakar Singh, AGM +91 75750 02165

Sd/-
Managing Director

Annexure - III

TDCCOL e-Auction schedule for Sale of Seeded & De-Seeded Tamarind, & Seeded Harida Date: - 16.08.2022

Sl. No.	District	Branch	Storage godown	Qty stored in quintals	Auction Time		Extensions (1st, 2nd & 3rd)					
					From	To	From	To	From	To	From	To
A. Seeded Harida		Sambalpur	TDCCOL Godown, Kuchinda	20.70	09:45	10:15	10:15	10:20	10:20	10:25	10:25	10:30
B. Seeded Tamarind												
1	Kalahandi	Bhawanipatna	M/s Shreejee Agro Tech, Bolangir	4281.30	10:30	11:00	11:00	11:05	11:05	11:10	11:10	11:15
			MITs Mega Food Park, Kolnara, Rayagada	2717.50	10:30	11:00	11:00	11:05	11:05	11:10	11:10	11:15
2	Sundergarh	Sundergarh	Sri Krishna Cold Storage, Sason, Sambalpur	5837.38	11:15	11:45	11:45	11:50	11:50	11:55	11:55	12:00
3	Rayagada	Rayagada	MITs Mega Food Park, Kolnara, Rayagada	8527.10	12:00	12:30	12:30	12:35	12:35	12:40	12:40	12:45
4	Kandhamal	Balliguda	M/s Shreejee Agro Tech, Bolangir	5881.28	12:45	13:15	13:15	13:20	13:20	13:25	13:25	13:30
			MITs Mega Food Park, Kolnara, Rayagada	1200.82	12:45	13:15	13:15	13:20	13:20	13:25	13:25	13:30
5	Nuapada	Nuapada	M/s Shreejee Agro Tech, Bolangir	7315.55	13:30	14:00	14:00	14:05	14:05	14:10	14:10	14:15
6	Sambalpur	Sambalpur	Sri Krishna Cold Storage, Sason, Sambalpur	1583.27	14:15	14:45	14:45	14:50	14:50	14:55	14:55	15:00
7	Deogarh	Lahunipara	Sri Krishna Cold Storage, Sason, Sambalpur	265.34	15:00	15:30	15:30	15:35	15:35	15:40	15:40	15:45
C. De-Seeded Tamarind												
1	Koraput	Sunabeda	M/s B.R. Cold Storage, Ambaguda, Jeypore Koraput	60.00	15:45	16:15	16:15	16:20	16:20	16:25	16:25	16:30
2	Nabarangpur	Umerkote	M/s Igloo Preservation Cold Storage, Ambaguda, Jeypore, Koraput	515.50	16:30	17:00	17:00	17:05	17:05	17:10	17:10	17:15