

TRIBAL DEVELOPMENT COOPERATIVE CORPORATION OF ODISHA LTD
Rupali Square, Bhoi Nagar, Bhubaneswar-751022, Odisha
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E-Auction Notification No:2552

Date :18.12.2021

TDCCOL, Bhubaneswar is commencing the sale of following MFP items procured under the MSP Scheme 2020-21 season lying in different godowns/cold storages in State of Odisha through Service Providers (MSTC Ltd. & NCDEX e-Market Ltd).

All interested buyers are hereby informed that the e-bidding session at Service Providers for sale of stock will commence as per following schedule:

Bidding Time for Buyers for MFP Items:

Sl	Commodity	E- Auction Date	Auction Time	Extension
1	Sal Seeds	29.12.2021	12:00 to 12:30 PM	12.30 to 12.45 PM
2	Seeded Harida		12:45 to 01:15 PM	01:15 to 01:30 PM
3	De-Seeded Tamarind		01:30 to 02:00 PM	02:00 to 02:15 PM
4	Seeded Tamarind		02:15 to 02:45 PM	02:30 to 02:45 PM

Terms and Conditions for Sale of above MFP items procured under the MSP Scheme 2020-21 in the State of Odisha through Service Providers

TERMS & CONDITIONS

1. INVITATION FOR BIDS

TRIBAL DEVELOPMENT COOPERATIVE CORPORATION OF ODISHA LTD (TDCCOL) invites bids from interested Buyers of above MFP items, through Online Bidding/e-Auction conducted through platforms of Service Providers, the online trading system made available by Service Providers, as per the terms and conditions prescribed hereunder. By participating in the e-auction process, the Buyer hereby agrees, accepts and confirms to have read and understood all the terms and conditions contained herein and agree to abide by the same.

2. ITEMS, QUALITY AND QUANTITY

- a. The goods are offered on “As is where is basis” at the locations/godowns/coldstorages as mentioned in Annexure-1.
- b. Interested Buyers may visit the respective locations/godowns/cold storages for inspection of the MFP items prior to the bidding process, with intimation to TDCCOL District Managers officials.
- c. Bids received for less than the quantity as specified in Annexure-1 in respect of particular godown/cold storage shall not be considered.
- d. TDCCOL may or may not provide the start price or reserve price for each lot put on the auction floor.
- e. Upon confirmation of sale by TDCCOL, acceptance order will be sent to all successful bidders through email.

3. 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 “Net Weight Basis” in respect of De-Seeded Tamarind & Seeded Harida and “Gross Weight Basis” in respect of Seeded Tamarind & Sal Seeds. GST will be applicable on Buyers over and above the price quoted. Other taxes, Levies, cess, mandi fee etc. if any, will be charged extra from the buyer as applicable as per actual.

4. VALIDITY:

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

5. PRE-REQUISITES FOR BIDDING:

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

Parties or brokers 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 also delivery/sale order shall be issued in the name of successful bidders. Bidders may contact the respective Branch Managers, TDCCOL and for any clarification regarding location of the warehouses/cold storages. Details given at Annexure-I.

6. SAMPLING AND INSPECTION OF GOODS

The commodity wise MFP 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.

7. EMD DEPOSIT:

“Bidders will have to deposit an amount equal to 3 % of bid value as EMD (Earnest Margin Deposit) in payment gateway/Escrow account provided by Service Provider prior to bidding. Only those bidders will be participated in the e-auction who deposits 3 % EMD amount in Service Provider prior to bidding. Once the auction initiated, no request for EMD deposit / confirmation will be entertained by the service provider.

8. DEPOSIT OF SALE VALUE:

The Successful bidder(s) shall deposit 100% sale value within 7 days of the issue of the Acceptance Order/Confirmation Order of TDCCOL. In case, non receipt of 100% Sale Value within stipulated time of 7 days, the allotment shall be cancelled and 3 % Earnest Money Deposit would be forfeited”. No extension shall be granted beyond maximum period of 7 days.

9. ONLINE BIDDING/e-AUCTION SESSION DETAILS

- I. The same stock shall be put on auction simultaneously on two Service Providers i.e. MSTC Ltd. & NCDEX e-Market Ltd.
- II. Bidders have to quote Price to purchase before completion of e-auction time.
- III. Bidders have to bid for available quantity at a particular warehouse/location/godown/cold storage.
- IV. The auction session will be open for 30 minutes’ duration 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.
- V. The bidders shall place their bids online on platforms of Service Provider 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 and the same quantity, 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. The Bidders will have the option to click on AGREE button to change their earlier quoted price to the H1 Price discovered in the auction for the quantity they have bided in the auction session.
 - e. All the bids so made shall be depicted as ‘**Provisionally Allotted**’. The ‘Provisionally Allotted’ quantity is indicative only and is subject to acceptance of the H1 Bid/Price by TDCCOL.
 - f. TDCCOL after due consideration will communicate its decision on the H1 price to Service Providers. However, TDCCOL may also reject the H-1 bid on their discretion.

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.
- IX. The highest valid bid(s), as available in bid sheet, shall be declared as the H-1 bidder(s) after decision by TDCCOL for the e-Auction. However, TDCCOL may also reject the H-1 bid(s) on their discretion. 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 after decision by TDCCOL.
- X. During price discovery session, a bidder may modify his bid 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 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.
- XIII. 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 Service Provider 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.
- XIV. 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.
- XV. 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.

10. INTERNET CONNECTIVITY

TDCCOL and Service Provider 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.

11. 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.

12. PAYMENT AND LIFTING OF THE STOCK

- a. The Buyer(s) needs to compulsorily make full payment within 07 Bank working days from date of the acceptance order/confirmation order. If Buyer fails to deposit the full Sale Value amount within the stipulated time period of 07 Bank working days, the EMD of 3% will be forfeited & acceptance order will stand cancelled.
- b. Payment has to be made to the TDCCOL account through RTGS/NEFT/On line Mode.
- c. Delivery of the stocks would be made in presence of TDCCOL representative within the normal working hours on 100 percent weighment basis at weighbridges/weighing scale.
- d. Since sale is on ex-warehouse and “as is where is” basis, all expenses such as labor charges, loading charges, weighment charges, etc. will be on buyer’s account.
- e. 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.
- f. GST and all other levies/tax as applicable would be extra and on buyer’s account.
- g. The Buyer shall make payment for the purchased stock during the Banking hours.
- h. TDCCOL shall issue the Performa invoice at the time of lifting of goods before cargo leaves the warehouse/cold storage.

- i. 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.
- j. 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.

13. 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 the Buyers could not lift the stock within the time i.e. by 31.01.2022 then they have to pay the Cold Storage rent as will be charged by the cold storage authority.

14. LIQUIDATING DAMAGES:

- a) 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.
- b) The payment received by Service Provider against such auction will be transferred to TDCCOL.
- c) In case of such default bargains, Service Provider will be entitled for transaction charges on the actual payment received and forfeited by TDCCOL.

15. FORCE MAJEURE

- a) 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.

- b 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.
- c Neither party will be liable for performance delays or for nonperformance due to causes beyond its reasonable control, except for payment obligations.
- d 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 agreement 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.
- e The Buyer agree 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 Agreement and in such case Buyers agree that 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

16. General Provisions

- a **Governing Laws:** This tender process will be governed and construed in accordance with the laws of the republic of India without giving effects to the principles of conflicts of laws. Both intending bidders/Buyers and TDCCOL agreed to submit the jurisdiction at Bhubaneswar and further agreed that any cause of action arising under this tender process may be brought in a court at Bhubaneswar.
- b **Severability:** If any provision of this tender document is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- c **Entire Document:** This tender document together all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire tender document between the parties relating to the subject matter hereof.

17. Applicable Law Jurisdiction and Dispute Resolution:

- a 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 parties 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.

- b All or any disputes arising out or touching upon or in relation to the terms of this tender document and process thereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to date) or any statutory amendments/ modifications thereof for the time being in force r /w relevant provisions of Multi State Co-operative Societies Act of 2002. The venue of the arbitration shall be at Bhubaneswar, India and language of arbitration shall be English.

Nothing contained in this clause shall prevent TDCCOL from seeking interim injunctive relief against the intending bidders in the courts having jurisdiction over the parties.

Manager (Administration)

ANNEXURE-I

SAL SEEDS

Sl no	District	Branch	Quantity Stored in Qtls	Storage Godown	Name of the District Managers , TDCCOL	Contact Details of District Managers
1	Kalahandi	Bhawanipatna	204.85	TDCCOL, Narla Godown	Sri.G.D.Mohanty	9078897359
2	Koraput	Sunabeda	742.00	M/s Igloo Preservations, Mazurmunda, Jeypore	Sri.S.C.Mallick	9078897364
3	Kandhamal	Balliguda	705.18	Hired Godown at Barakhama. Baliguda	Sri.H.K.Behera	9078897377
4	Nabarangpur	Umerkote	191.15	Sri Biswanath Cold Storage, Umerkote	Sri.SS.Majhi	9078897361
5	Rayagada	Rayagada	870.60	M/s. MITS Mega Food Park Ltd, Sriram Vihar, Rayagada	Sri.A.K.Patra	9078897372
	Total		2713.78			

SEEDED TAMARIND

Sl no	District	Branch	Quantity Stored in Qtls	Cold storage Godown	Name of the District Managers , TDCCOL	Contact Details of District Managers
1	Sundargarh	Sundergarh	843.50	Sri Krishna Cold Storage, Sason, Sambalpur	Sri.L.D.Pal	9438239319
2	Sambalpur	Sambalpur	407.18	Sri Krishna Cold Storage, Sason, Sambalpur	Sri.R.K.Jena	9078897363
3	Nuapada	Nuapada	3981.20	M/s Shreeji Agrotech, Khadal Para, Bolangir	Sri.R.K.Panda	9337388120
4	Kalahandi	Bhawanipatna	1920.90	M/s Shreeji Agrotech, Khadal Para, Bolangir	Sri.G.D.Mohanty	9078897359
5	Gajapati	R.Udayagiri	496.35	M/s Mahalaxmi Cold Storage, Plot no 101, Patrapada, BBSR	Sri. R.K.Parida	9078897360
6	Koraput	Sunabeda	2010.40	M/s Igloo Preservations, Mazurmunda, Jeypore	Sri.S.C.Mallick	9078897364
7	Kandhamal	Balliguda	2494.80	M/s Shreeji Agrotech, Khadal Para, Bolangir	Sri.H.K.Behera	9078897377
		Total	12154.33			

DE-SEEDED TAMARIND

Sl no	District	Branch	Quantity Stored in Qtls	Storage Godown	Name of the District Manager ,TDCCOL	Contact Details of Branch Managers
1	Koraput	Sunabeda	99.90	M/s Igloo Preservations, Mazurmunda, Jeypore	Sri.S.C.Mallick	9078897364

SEEDED HARIDA

Sl no	District	Branch	Quantity Stored in Qtls	Storage Godown	Name of the District Manager ,TDCCOL	Contact Details of Branch Managers
1	Sambalpur	Sambalpur	42.72	TDCCOL Godown, Kuchinda	Sri.R.K.Jena	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, mstcbbr@mstcindia.in, Phone no. (0674)- 2544199/2950091	Sri. Satya Sai – 9441487624 Sri. Deepak - 7377086311
2	NCDEX e-Market Ltd, Email : suvendu.jena@nemi.in Bhubaneswar	Sri. Suwendu Jena - 6200994952