

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

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E-Auction Notification No.2197

Date: 30.12.2023

E-Auction for Sale of Seeded Tamarind 2023 Crop procured under MSP Scheme

TDCCOL, Bhubaneswar is commencing sale of Seeded Tamarind 2023 Crop stock procured under MSP Scheme stored in different cold storages in Odisha through e-auction platform of MSTC Ltd (E – RaKAM), eNivida portal, BSE –e-Agriculture Markets (BEaM), & C1 India service provider. The e-Auction will be held on 08.01.2024 and the same will be reflected in [www.mstcecommerce.com](http://www.mstcecommerce.com), [www.enivida.odisha.gov.in](http://www.enivida.odisha.gov.in), [www.bsebeam.com](http://www.bsebeam.com), & [www.mfp.c1auctions.com](http://www.mfp.c1auctions.com). Any changes/modification in the e-Auction documents will be posted on 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 Tamarind	08.01.2024	10:30 – 14:15	3 extensions of 5 Min each

**NB : The bidding duration will be 10 Minutes for each districts. In case of tie maximum 3 extensions of 5 minutes each will be allowed.**

**Terms & Condition for Sale of Seeded Tamarind procured under the MSP scheme 2023 crop**

**1. ITEMS, QUALITY AND QUANTITY**

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

**2. PRICE**

Price is to be quoted on “As is where is” basis and on ex-Cold Storage delivery condition. 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”. The GST will be applicable over and above the price quoted if any. Other taxes if any, will be charged extra from the buyer as applicable. **The buyer has to reimburse the cost of the gunny bags @ Rs. 37.00 per quintal at respective TDCCOL branch office over and above the sale price.** The Branch Manager will issue money receipt against the amount received towards gunny bags.

### **3. VALIDITY**

The Bids of all Bidders at the final close of the e-auction session must remain valid for a period of 30 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.

Sale Order shall be issued by TDCCOL in the name of successful bidders after getting full sale value from the buyer/bidder. Bidders may contact the respective Branch Managers of TDCCOL for any clarification regarding location of the warehouses/cold storages. Details given at Annexure-I.

### **5. SAMPLING AND INSPECTION OF STOCK**

The stocks are stored in multiple 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 Branch Managers of TDCCOL as details given at Annexure-I.

### **6. EMD DEPOSIT**

“Bidders will have to deposit an amount equal to 3 % of its bid value as EMD (Earnest Margin 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 with the Service Provider prior to bidding. The Service Providers have to provide the details of the bidders and the amount deposited by them towards EMD to TDCCOL after bidding is over. The EMD of the unsuccessful bidders shall be refunded after 30 days w.e.f date of e-Auction without any interest. The EMD of the successful bidder shall be refunded by Service Provider after deducting their charges after receipt of 100% sale value by TDCCOL and after lifting or acknowledgement of the stock. However, the EMD of the bidders both successful and unsuccessful shall be refunded by the Service Provider by taking written permission from TDCCOL. In case the EMD of any bidder refunded without consent of TDCCOL then the same shall be recovered from the concerned Service Provider.

### **7. 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 with 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 of the bidder would be forfeited". No extension shall be granted beyond maximum period of 7 days. In this case, the Managing Director, TDCCOL has the discretion to allot the said stock to the next highest bidder or go for fresh e-Auction.

#### **8. ONLINE BIDDING/e-AUCTION SESSION DETAILS**

- I. The MFP stock shall be put on auction simultaneously through four Service Providers i.e., MSTC Ltd (E – RaKAM), e-Nivida portal, BSE – e-Agriculture Markets (BEaM) & C1 India.
- II. Bidders have to bid Price per quintal in Rupees before completion of e-auction time.
- III. **The e-Auction will be done District Wise as shown in Annexure – I. The bidders has to bid for the entire quantity available in a particular district.**
- IV. The schedule of the e-Auction for Seeded Tamarind is shown at **Annexure – III** (Seeded Tamarind). The auction session will be open for 10 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.
- V. The bidders shall place their bids on above platforms of Service Providers online mode available by Service Provider as per the terms and conditions mentioned below.
  - a) The allotment will be accorded to the buyer who has bid the Highest price.
  - b) In case, two or more buyers bid the same price, preference will be given to the buyer who has offered his bid first with reference to time. In case the price and bidding time will be same for more than one bidder then final decision will be taken by the TDCCOL for allotment of stock.
  - c) The highest bid(s) received among all Service Providers, shall be treated as the H-1 bid discovered for the e-Auction.
  - d) TDCCOL will issue Acceptance Order to the H1 bidders. However, TDCCOL may also reject the H-1 bid on their discretion.
- VI. After the e-Auction is over the Service Providers will submit e-Auction bid details over email: [manager.fa@tdccorissa.org](mailto:manager.fa@tdccorissa.org) and [mm@tdccorissa.org](mailto:mm@tdccorissa.org) by 12.00 PM of next day.
- VII. Allocation Rules: After the approval of the H1 price by TDCCOL, Acceptance Orders will be issued to the H1 Bidders after deposit of 100 % Sale Value. Non deposit of the sale value within 7 days of issue of Acceptance Order will lead to cancellation of the Acceptance Order and forfeiture of EMD. Any part payment towards sale value shall not be accepted.
- VIII. The Bidders are required to bid in Indian Rupees per Quintal.
- IX. The incremental tick size shall be Rs.10.00 per Quintal.
- X. The highest valid bid(s) among all the bids received from all the Service Providers shall be declared as the H-1 bidder(s) by TDCCOL.

- XI. During price discovery session, a bidder may modify his bid only upwards to an incremental value more than the existing highest bid.
- XII. No cancellation of Bids shall be allowed.
- XIII. The final results of the e-Auction are binding on all bidders.
- XIV. If any bidder(s) will be backup after bidding highest price then their EMD will be forfeited and they will be blacklisted and debarred from participation in further tenders/e-Auction of any commodity floated by TDCCOL.
- XV. 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.
- XVI. 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 e-Auction. 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 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.
- XVII. 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. 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 Seven (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 buyer(s) will be forfeited & acceptance order will stand cancelled.
- II. **The successful bidder has to lift the stock by 31.01.2024 in case of all stocks. The party who could not lift the stock by 31.01.2024, the party has to acknowledge the stock from TDCCOL latest by 31.01.2024 and for storing of stock for the further period the cold storage rent has to be borne by the purchaser. In any case TDCCOL will not be responsible for any deterioration in quality of the stock.**
- III. Sale Value as stipulated in the Acceptance Order has to be deposited with TDCCOL through RTGS/NEFT/Online mode. After deposit of the same the bidders shall inform TDCCOL through email detail of the bidder, stock purchase and amount remitted. The bank account details of TDCCOL shall be provided in the Acceptance Order.
- IV. Delivery of the stocks would be made in presence of TDCCOL representative within the working hours on 100 percent weighment basis at weighbridges/weighing scale.
- V. Since sale is on ex-Cold Storage / Godowns on “as is where is” basis, all expenses such as labour charges, weighment charges (weigh bridge charges), loading charges etc. will be borne by the buyer.
- VI. No complaint of any nature regarding quality would be entertained after e-Auction since the sale is on “as is where is” basis. Parties desirous of inspecting the stocks may do so before participation in e-Auction.
- VII. GST and all other levies/tax as applicable would be charged extra.
- VIII. TDCCOL shall issue the Tax Invoice at the time of lifting of stock.
- IX. 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 value along with all taxes and charges if any in TDCCOL bank account.

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

In case Buyer has paid the full amount within 7 Bank working days but fails to lift the material within the prescribed time limit from date of issue of sale order, the norms as stipulated in the clause 11 (II) shall be applicable.

### **13. FORCEMAJEURE**

- 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 from all its obligations and liabilities under this Agreement.

### **14. APPLICABLE LAW JURISDICTION AND DISPUTE RESOLUTION**

- I. The e-Auction 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.
- 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 in this case.

## ANNEXURE-I

## A. SEEDED TAMARIND

Sl no	District	TDCCOL Branch	Quantity Stored in Qtls	Cold Storage	Contact Details of Branch Managers/District Managers
1	Sundergarh	Sundergarh	39865.88	Sri Krishna Cold Storage, Sambalpur	9078897365
2	Nuapada	Nuapada	13857.21	SL Cold Storage, Sambalpur	9337388120
3	Deogarh	Lahunipara	902.26	SL Cold Storage, Sambalpur	9078897386
4	Malkangiri	Malkangiri	3517.63	IGLOO Preservation, Ambaguda, Koraput	9438629991
			1295.99	B.R. Cold Storage, Ambaguda	
5	Gajapati	R.Udayagiri	10660.05	MITS Mega Food Park Limited, Rayagada	9078897360
6	Koraput	Sunabeda	17135.2	Gopal Food Products, Kakisunabeda, Semiliguda,	9078897364/9861878964
7	Kalahandi	Bhawanipatna	6870.84	SL Cold Storage, Sambalpur	9078897388
8	Mayurbhanj	Udala	684.94	Tarini Tea and Cold Storage Pvt., Shankarpur, Keonjhar	9078897366
		<b>Total</b>	<b>94790</b>		

**Annexure-II**

Sl	Name of the Service providers	Name of the Contact Person and Mobile no.
1	MSTC Ltd. 2 <sup>nd</sup> FLOOR, IPICOL Building, JANAPATH ROAD, UNIT-9, BHUBANESWAR - 751022, ODISHA.	Sri. Mahesh – 8801281004 E-mail id: rmahesh@mstcindia.co.in
2	BSE – e-Agriculture Markets (BEaM)	Sri. Suwendu Jena +91 6200994952 E-mail id: <a href="mailto:suwendu.jena@bsebeam.com">suwendu.jena@bsebeam.com</a>
3	e-Nivida	Sri. Sailendra +91 9355030613 E-mail id: odishaeproc@railtelindia.com
4	C1 India	Sri. Rajesh +91 9211955800 E-mail id: rajesh.arneja@c1india.com

Sd/-  
Managing Director



## Annexure-III

## TDCCOL e-Auction schedule for Sale of Seeded Tamarind, Date: -

A. Seeded Tamarind												
Sl. No.	District	Branch	Storage godown	Qty stored in quintals	Auction Time		Extensions (1st, 2nd & 3rd)					
					From	To	From	To	From	To	From	To
1	Sundergarh	Sundergarh	Sri Krishna Cold Storage, Sambalpur	39865.88	10:30	10:40	10:40	10:45	10:45	10:50	10:50	10:55
2	Nuapada	Nuapada	SL Cold Storage, Sambalpur	13857.21	10:55	11:05	11:05	11:10	11:10	11:15	11:15	11:20
3	Deogarh	Lahunipara	SL Cold Storage, Sambalpur	902.26	11:20	11:30	11:30	11:35	11:35	11:40	11:40	11:45
4	Malkangiri	Malkangiri	IGLOO Preservation, Ambaguda, Koraput	3517.63	11:45	11:55	11:55	12:00	12:00	12:05	12:05	12:10
			M/s B.R. Cold Storage, Ambaguda	1295.99	12:10	12:20	12:20	12:25	12:25	12:30	12:30	12:35
5	Gajapati	R.Udayagiri	MIT'S Mega Food Park Limited, Rayagada	10660.05	12:35	12:45	12:45	12:50	12:50	12:55	12:55	13:00
6	Koraput	Sunabeda	Gopal Food Products, Kakisunabeda, Semiliguda,	17135.20	13:00	13:10	13:10	13:15	13:15	13:20	13:20	13:25
7	Kalahandi	Bhawanipatna	SL Cold Storage, Sambalpur	6870.84	13:25	13:35	13:35	13:40	13:40	13:45	13:45	13:50
8	Mayurbhanj	Udala	Tarini Tea and Cold Storage Pvt., Shankarpur, Keonjhar	684.94	13:50	14:00	14:00	14:05	14:05	14:10	14:10	14:15
			Total	94790.00								