

**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:707

Date:30.03.2021

Auction for Sale of Sal Seeds, 2020 Crop procured under MSP Scheme through forward auction platform of MSTC Ltd (E – RaKAM) & 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:

1.	Tender published on website	31.03.2021
2.	Name of Client	TRIBAL DEVELOPMENT COOPERATIVE CORPORATION OF ODISHA LTD
3.	Registration Fees for registration	Buyers to contact MSTC Ltd & NCDEX e-Market Ltd
4.	EMD	Rs. 1.00 Lakh in shape of Demand Draft favoring the Managing Director, TDCCOL, Bhubaneswar from any nationalized bank has to be submitted before the date of auction.
5.	Last Date of registration	09.04.2021, 11:00 AM
6.	Date of Forward auction	09.04.2021, 12:00 PM

1. All eligible Individuals of partnership firm, Registered Company or Co-operative society or any legal entity should mandatorily register with MSTC Ltd (E – RaKAM) & NCDEX e-Market Ltd for participation in e-auction.
2. The schedule of e-auction to be conducted will be uploaded on [www.neml.in](http://www.neml.in) & [www.mstcecommerce.com](http://www.mstcecommerce.com)
3. Any changes/modification in the auction documents will be posted on website.

Sd/-  
Managing Director  
TDCCOL  
30/03/2021

# **REQUEST FOR PROPOSAL**

## **E-auction for Sale Of Sal Seeds - 2020 Crop procured under MSP Scheme through forward auction platform of MSTC Ltd (E – RaKAM) & NCDEX e-Market Ltd**

### **1. Introduction**

TDCCOL invites online bids from Persons/Registered firms/ Companies / Legal entities for the purchase of the above said items through the platform of MSTC Ltd (E – RaKAM) & NCDEX e-Market Ltd who has been entrusted to provide the electronic platform for the sale of Sal Seeds. The E-Auction Notice (including Schedules) may be downloaded from online e-Auctions service provider's portal [www.neml.in](http://www.neml.in) & <https://www.mstcecommerce.com/>

### **2. DEFINITIONS**

- 2.1 The term 'TDCCOL' wherever occurs shall mean Tribal Development Cooperative Corporation of Odisha Limited (TDCCOL) and will include its authorized officers acting on its behalf.
- 2.2 The term 'contract' shall mean and include the Request for proposal for empanelment of Buyers, the terms and conditions of Tender for sale of Sal Seeds, Amendments to terms and conditions of Tender, Bid of the Successful bidder, Letter/Email Confirmation/Fax/Circular issued by the TDCCOL, shall constitute valid and binding terms and conditions of Contract between the Seller and the Buyer.
- 2.3 The term 'bidder/buyer/participant/applicant' shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees as the case may be.
- 2.4 The term 'seller' shall mean and TDCCOL to the extent of stocks held by them which is put for sale by this tender.
- 2.6 The term 'e-Auction' or 'electronic auction' means submission of the bids Online by the buyer(s)/bidder(s) for the commodity offered for sale of Sal Seeds via the internet, over a prescribed time period.
- 2.7 'EMD (margin money)' means Earnest money Deposit which is a deposit paid to demonstrate commitment and to bind a contract, with the remainder due at a particular time.
- 2.8 "Security Deposit" (SD) shall mean deposit paid to demonstrate that the Buyer

has accepted the award of contract and his willingness to take delivery of stocks in accordance with terms and conditions specified.

- 2.9 Tick Size means minimum increment allowed either for improving the quantity or price bid
- 2.10 Free Delivery Time means that for such a period no storage charges will be levied.
- 2.11 The term Warehouse wherever occurs shall mean place of storage where the above Stocks are stored.

### **3. DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION.**

As required by MSTC Ltd (E – RaKAM) & NCDEX e-Market Ltd

- 3.1 The application for registration with relevant Annexures can be downloaded from the website [www.neml.in](http://www.neml.in) & [www.mstcecommerce.com](http://www.mstcecommerce.com).

### **4. SCHEDULING OF E-AUCTIONS**

- 4.1 The schedule of e-Auction, type of e-Auction and details of warehouse wise auction, date and timings will be published on the website [www.neml.in](http://www.neml.in) & [www.mstcecommerce.com](http://www.mstcecommerce.com).
- 4.2 All registered buyers are eligible to participate in e-auctions subject to fulfilling the criteria as per the terms and conditions of this tender and subsequent amendment to certain clauses of the tender, if any prior to scheduling e-Auctions.
- 4.3 Price is to be quoted in delivered weight and quality basis 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”. 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.

### **5. QUALITY OFFERED FOR SALE**

The quality of Sal Seeds offered for sale is on “**as is where is basis**”. The interested buyers, if they desire, may visit the warehouses for inspection of

stocks with prior intimation to TDCCOL before participating in e-Auction. The details of contact persons are available in Annexure 2 for intimating regarding visit to warehouse for quality inspection of stock. The Buyer shall be solely responsible for inspecting the stocks at his sole discretion before participating in e-Auction. No complaints regarding quality of the stocks shall be entertained in case of buyer's failure to inspect the stocks before entering the bids.

## 6. **PROCESS OF ELECTRONIC AUCTION SYSTEM.**

- 6.1 The NeML & MSTC, after scrutiny of application for registration will enroll the applicants on the platform subject to certain eligibility criteria as prescribed by NeML & MSTC. They will be allotted with member ID and password.
- 6.2 The registered buyers with such member ID and password are only eligible to participate in the electronic bid system i.e. e-auction.
- 6.3 The registered buyers are requested to go through the auction calendar carefully before participating in e-Auction.
- 6.4 The registered buyers need to deposit EMD (margin money) as mentioned above as interest free refundable amount with TDCCOL at least one day before the scheduled date of e-Auction which they propose to participate. The successful bidders will be charged transaction charges as per MSTC & NeML of the traded value and applicable GST on transaction charges.
- 6.5 The bidders shall be allowed by NeML & MSTC to bid only if the requisite EMD is deposited with TDCCOL.
- 6.6 Only the EMD (Margin Money) of the winning bidders, who get a partial or full allocation, would be blocked. EMD (Margin Money) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfillment/not meeting the conditions attached to the bid(s), shall be returned.
- 6.7 The bidders shall place their bids online on NeML & MSCT Platform <https://market.neml.in> & [www.mstcecommerce.com](http://www.mstcecommerce.com), the online trading system made available by NeML & MSTC as per the terms and conditions of the e-Auction.
- 6.8 Lot or warehouse wise stock will be offered for Sale, as per the details specified in the Circular uploaded on website [www.neml.in](http://www.neml.in) & [www.mstcecommerce.com](http://www.mstcecommerce.com). The lots are rounded off to next higher Quintal

and will be offered for Sale strictly on “as is where is basis”. The evaluation and finalization of bids received shall be made on the basis of following criteria:

- 6.9 The e-Auction type for this category will be Forward Auction. In this case the lots will be offered for bidding warehouse wise. The auction calendar for this category of e-Auction will be published in the website [www.neml.in](http://www.neml.in) & [www.mstcecommerce.com](http://www.mstcecommerce.com).
- 6.10 Bidder shall bid only for price for the entire quantity available in the warehouse while submitting the bid. A bidder while submitting the bid online has the option to increase bid price. This way he can modify his bid till the end of auction schedule. Auction platform will not allow the bidder to modify the bid once submitted to decrease the price bid. In case such modified bids are submitted the same shall be rejected and the earlier valid bid prevails. Any bid by the Bidder which is not a better bid as compared to valid bid recorded on the system will also be rejected.
7. Bidder shall ensure proper network connectivity for bidding.
8. The highest price gets allocated bid quantity. If two or more bidders have the same price, bidder who put in his bid first gets priority.
9. The minimum Price Bid increment or tick size would be as applicable by MSTC & NeML
10. The price quoted shall be per Quintal on Ex-warehouse basis. Other expenses incurred for taking delivery at respective warehouses shall to be borne by the successful bidder.
11. It is the liability of the buyer to pay any taxes including CST/VAT if any payable. Buyer has to insure the goods at his own cost. Buyer shall pay cost of packing (if repacking is necessary), storage charges as may be applicable, transportation charges, transit insurance and loading charges, weighment charges payable to weighbridge and any other incidental expenses incurred for taking delivery at respective warehouses.
12. The Bids of all Bidders who have participated in the e-Auction must remain valid for a maximum period of thirty working days from the date of auction.
13. The Bidders are required to quote in Indian Rupees per Quintal for each auction.
14. During an auction session, a bidder may modify his bid. No cancellation of Bids shall be allowed during an auction session.

15. The final results of the e-Auction as declared by TDCCOL, are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept award of sale or non-remittance of entire Sale Value within the time schedule by the successful bidder shall result in the forfeiture of the EMD (Margin money).
16. The Bid of the highest bidder of online bidding/E-Auction session (online bidder) will be declared as the Successful bidder by TDCCOL, subject necessary scrutiny within the validity period of bid. TDCCOL shall evaluate the bids after conclusion of e-auction and has the right to reject any bid/bids including the highest bid if found not competitive.
17. The Bidder whose bid has been accepted has to deposit the entire sale value within Three (3) working days from the date of intimation/issue of acceptance order by TDCCOL on the status of e-Auction, by way of electronic fund transfer to TDCCOL account. Non-payment of full Sale Value within the given time would amount to violation of terms and conditions of e-Auction. In such an event the EMD amount of successful Bidder will be forfeited.
18. MSTC and the NeML 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 NeML Platform <https://market.neml.in>. In case of any technical problems at MSTC & NeML Server and if auctions are not conducted as scheduled, then such auctions will be rescheduled accordingly only with consent of TDCCOL. The details of rescheduled auctions will be uploaded on the web site of MSTC & NeML. NeML & MSTC shall not be responsible or liable for any loss or damage that may be suffered on account of such re-scheduling.
19. **Delivery Process:**
  - 19.1 The shortlisted buyer who qualifies in e-auction will be issued with Sale Order by TDCCOL subject to the following conditions and process detailed hereunder:
  - 19.2 The Buyer shall make the full payment for the awarded quantity within 3(THREE) working days from the date of issue of Sale Order issued by TDCCOL on the status of e-Auction.
  - 19.3 The awarded quantity has to be lifted within fifteen working days from the date of issue of Sale Order.

20. Any balance amount remaining with the Seller towards sales proceeds will be refunded without interest after reconciliation of the account.
21. Violation of any of the Clause/Clauses of the e-Auction shall be deemed as violation of Terms and Conditions of Tender. This would result in forfeiture of EMD. Further Buyer may be barred from participating in subsequent e-Auctions. Such suspension will be initiated without assigning any reason whatsoever.

22. **Resolution of Disputes:**

- 22.1 In case of any disputes relating to sale including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to Managing Director, TDCCOL.
- 22.2 In case of any disputes still not resolved and which are relating to delivery of Sal Seeds including the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to the Administrator, TDCCOL for arbitration. The language of arbitration shall be in English and arbitration shall be held in Bhubaneswar and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration will be conducted in accordance with Arbitration and Conciliation Act, 1996.
- 22.3 Court situated in Bhubaneswar to the exclusion of all other courts in India, only shall have the jurisdiction in the matter.

23 . **INDEMNITY:**

The Buyer shall defend, indemnify and hold Seller harmless during and after the e-Auction against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the Buyer or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the e-Auction.

12. **FORCE MAJEURE:**

Should any of the force majeure circumstances, namely act of God, natural calamity, Pandemic, Epidemic, Government imposed Lockdowns, Quarantine Restrictions, fire, Government of India Policy or Odisha State Government's Policy, restrictions (excluding any stock limits), strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Seller/Buyer from wholly or partially carrying out

their contractual obligations, the period stipulated for the performance of the Contract shall be extended for aslong as these circumstances prevail, provided that, in the event of these circumstances continuing for more than one month, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances.

**ANNEXURE-I**

SAL SEEDS

<b>Sl no</b>	<b>District</b>	<b>Branch</b>	<b>Quantity Stored in Qtls</b>	<b>Storage Godown</b>	<b>Contact Details of Branch Managers</b>
1	Sambalpur	Sambalpur	9298	TDCCOL Parmanpur (6099.51 Qtls and Jujumura 3198.94 Qtls)	9438393156
2	Sundergarh	Sundergarh	2721	RMC Ujjalpur Sundergarh	9078897371
		<b>Total</b>	<b>12019</b>		



