MAL(STL)/DFPCL/PCL/2026-27/07 **Date: - 10.11.2026**

ONLINE FORWARD AUCTION FOR DISPOSAL OF SCRAP MATERIAL AT K-7/K- 8 TALOJA WORKS

MAL is inviting bids to sell various Scrap equipment's/materials, online platform provided through its sourcing Portal. The detail scheduled of program is given below:

Schedule of Programme

Location	**Mahadhan Agritech Ltd**. Plot K-7/K-8 Taloja Ind. Area, Taloja.
Inspection of Materials	Inspection on 12.11.2026 to 13.11.2026
Last date for the EMD collection	On 14.11.2026
Initial Bid Date	On 16.11.2026
On-Line Auction	On 17.11.2026

Contact details.

Mr. SUNIL YADAV
Phn.022- 50443034
E-mail: sunill.yadav@dfpcl.com

Approximate quantity for Auction purpose from K7/K8				
SR.NO	**DESCRIPTION**	**UOM**	**Approx Quantity for Auction from K7/K8**	**EMD in INR**
1	M.S. SCRAP	KG	75000	1,50,000.00
Note- Buyer has to ascertain the risk associated with the Quality of material which will get generated over a period of six months from the date of order. All the generated material to be lifted by successful bidder **'A is where is'** basis no picking/sorting will be allowed during lifting of material				

DOCUMENTS REQUIRED :-

1. **GST Certificate**
2. **Aadhar Card**
3. **PAN Card**
4. **Cancelled Cheque**

TERMS & CONDITIONS OF THE ONLINE AUCTION

Definitions

- **SELLER**: Seller **Mahadhan Agritech Ltd**. is further referred to in this catalog, as **MAL**.
- **BIDDER:** Any person - as a proprietor OR a partner OR an authorized representative of any company OR any legal entity and who is paying the requisite EMD and registered with us and who makes or places a bid for and purchases the scrap in full is considered as a bidder.
- Successful Bidder is that Bidder in whose name confirmation of sale is issued by the seller.

1.0 GENERAL TERMS & CONDITIONS

1.1 Subject to the reserve price, if any, fixed by the SELLER and subject to the term and conditions set out herein, sale shall be made to the HIGHEST BIDDER on **"AS IS WHERE IS BASIS"** and **"NO SELECTION/CHOICE "** will be given for lifting material.**"** The Seller does not undertake any responsibility to procure any permission/license etc. in respect of the auction property offered for sale.

1.2 SELLER reserves the right to modify and amend the terms & conditions and announce the same at any time before the entire auction concludes. Announcements made during the auction in the auction room and changes made in the catalogue including start price, bid increment/decrement, extension of time for lots where bids are received or not and any other additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the seller.

1.3 Participation and bidding shall be treated as conclusive evidence of the fact that the bidder has inspected the materials and who have not been previously blacklisted by **MAL** and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the scrap.

1.4 Final decision regarding participation will be with the Company. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of the scrap sale including the amendments if any. Seller will not entertain any complaints or objections once Bid is placed.

1.5 The highest bidder does not get any right to demand acceptance of his offer. SELLER reserves the right to accept / reject / cancel any bid, withdraw any portion of the Property at any stage even after acceptance of bid/ issue of delivery order or release order/ deposit of full value by successful bidder without assigning any reason thereof. In the event of such rejection/ cancellation/ withdrawal, SELLER, shall refund the value of Auction Property, if paid for, to the successful bidder. SELLER shall not be responsible for any damages/loss whatsoever to the successful bidder because of such withdrawal.

2.0 <u>PARTICIPATION</u>

2.1 The prospective bidder has to register with the **MAL** by submitting the KYC form duly filled and signed along with self -attested copies of their PAN Card, valid GST registration certificate, and address proof by way of electricity bill, or telephone bill, or Bank account statement. The prospective bidder after completing the registration process shall have to deposit Earnest Money Deposit (EMD) through RTGS only. Other mode of payment will NOT BE ACCEPTED.

2.2 Duly filled Declaration Form to be submitted along with visiting card at MAL site office along with Earnest Money Deposit (EMD).

2.3 Only after completion of the registration process and deposit of EMD payment in prescribed way as outlined in 3.1 above, seller will activate the User – Identity to enter Website Sourcing Portal.

2.4 Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password.

2.5 In case of successful bidder, the EMD amount will be converted into Security Deposit (SD) and same shall be refunded after satisfactory execution of order. For unsuccessful bidders EMD will be refunded from MAL site office. Under any case SD/EMD shall not bear any interest.

3.0 Validity of Bid Prices:

The bid price would be valid till **SIX months** from the date of acceptance of sale order. Sale order shall be released within 45 days from date of completion of bid.

4.0 <u>Payment</u>

4.1 All payments (EMD/Material value) shall be made by RTGS in favor of **Mahadhan Agritech Ltd**

4.2 The EMD amount will not attract any interest at any given time.

4.3 **The successful bidder must execute the Sale order in 100% of the Sale Order quantity OR period of Sale order whichever is earlier.**

4.4 **If Purchaser fails to lift the material with expected rate of lifting, after two reminders with a gap of 3 days MAL reserves the right to terminate the Sale Order AND sale the shortfall quantity to any other agency with available rate in market. The differential rate for the shortfall quantity will be debited to the defaulted Purchaser & will forfeit the EMD.**

4.5 **In case MAL is offering the quantity less, compare to the quantity of Sale Order within the validity period of Sale Order, the amount equal lent to shortfall quantity will be refunded to successful bidder by MAL after completion of validity period of Sale order.**

5.0 <u>DELIVERY</u>

5.1 On receipt of approval from competent authority for the disposal, the Seller will issue final Sale Order to the Approved bidder thereby enabling him to start lifting the available materials within **week time.**

5.2 If material for disposal is available, within seven days to be arranged by buyer.

5.3 The successful bidder shall not be entitled to choose or pick up any material from the plant. They must lift the entire material as available in the plant.

5.4 The loading of material will be permitted **between 09:30 am to 4.00 pm strictly.** the goods should be collected before 0**4:00 pm** on all working days (except Sundays & Holidays) with minimum one day advance intimation to job coordinator. Successful bidders should ensure that the material clearance is as per the seller's instructions. Proper cleaning and upkeep of scrap storage area /yard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of EMD.

5.5 The Weighment recorded at the seller's premises shall prevail.

5.6 The loading of the material will be in the presence and authorization of **MAL** .

5.7 The successful bidder will make his own arrangement for lifting, loading and transporting the material from the factory premises and he will not claim any sort of assistance whatsoever or charges from the company.

5.8 The seller may grant suitable extension of delivery schedule /period to the Buyer, In case seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the Buyer without any penalties till the expiry of such extended period. However, the Buyer shall not be entitled to claim any compensation for such delay.

5.9 While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or lots shall be removed. No segregation of the items of any lot is allowed inside the seller's premises.

5.10 Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the seller. No gas cutting equipment's or any equipment, which are likely to cause damage, will be allowed in the premises. Only safe oxy-acetylene gas cutting equipment will be allowed with permission of seller. The decision of the seller or his authorized representative shall be final in this regard.

5.11 It will be successful Buyer's responsibility to weigh the empty Truck at the certified weighbridge of **MAL** and produce the weight certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck.

5.12 The representative of Buyer must have authority at the time of delivery latter by which shall be presented to the seller. The seller may in his entire discretion decline to act on any such authority and it shall be for the Buyers to satisfy the seller that the authority is genuine. Delivery to such an authorized person will constitute valid delivery and no claim shall lie against the seller on any account thereafter.

5.13 Once the goods / materials are taken out of the factory gate, Buyers will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.

5.14 Resale / Sale in transit will not be recognized. The Buyers shall not be entitled to resell any lot or part of a lot while goods are still lying within the premises of the seller and no delivery would be affected by the seller to any person other than the Buyers whose names are mentioned in the sale order/Delivery order.

5.15 Buyers and his men are subject to the security rule of seller in force while in the seller's premises. The Buyers/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the Buyers shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.

5.16 While taking delivery of the material, the Buyers shall be responsible for any damage caused by their man/ vehicle to MAL's machinery, property, men within the premises. The SELLER may at its option arrange to make good such damages and the Buyers shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the EMD/Security Deposit or may stop delivery of the material till payment is made.

5.17 SELLER will not be responsible for any injuries caused due to accident within its premises either to the buyer or his representative / labor etc., and the buyer will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the laborers, who are engaged for loading the materials.

5.18 If any accident or damage to the property / life etc. arises by reason of any act of negligence / omission / default or non-compliance with any of the Terms & Conditions or statutory regulations or rules and regulations applicable within the Seller's premises, on the part of the Buyer / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.

5.19 In case the whole or any part of the goods sold remained uncleared, after due date as stated in the delivery schedule, the buyer shall have no claim whatsoever on the goods remaining uncleared and the amount paid to MAL will stand forfeited at the expiry of the said period. **MAL** shall have the right to dispose of such goods in any manner they like. The buyer shall have no right whatsoever for any compensation on this account.

5.20 The buyer shall not be entitled to resell any lot or part of a lot while the goods are lying in the premises of the **MAL** and no delivery would be affected by the **MAL** to any person other than the buyer.

5.21 Disposal of scrap is to be done against advance payment made through RTGS by scrap customer.

6.0 **Safety of labors and Statutory compliance of labor law/ rules/ regulations**

6.1 The Buyer shall be responsible to ensure the safety of their employees/ follow/ representative/ contract labor as per **MAL** stipulations and other statutory safety regulations. Buyer shall ensure that all his workmen on site use suitable PPE like safety hand gloves, helmets, masks and goggles etc., as necessary for their safety.

6.2 The buyer shall be responsible to secure compliances with all Central and State laws as well as the rules, regulations, byelaws / notifications and orders of the local authorities and statutory bodies as may be in force from time to time. Buyer must comply with all statutory obligations like **Labor License, ESIC, PF** etc. whichever is applicable. In case of noncompliance of statutory obligations, the SELLER may stop delivery of the material or may forfeit EMD/Security Deposit.

7.0 Disputes / Arbitration

7.1 In case of any dispute arising out of or relating to the terms of the sale order the matter shall be referred to one arbitrator appointed by **Mahadhan Agritech Ltd**. The arbitrator shall act in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration shall be **Mumbai**.

7.2 An authorized official or any other person appointed by the seller shall decide any dispute arising between the successful bidder and seller. The decision of the Arbitrator shall be final and binding on both the parties.

8.0 Termination of Contract –

MAL reserves the right to terminate the contract at any time on the following ground.

- Unsatisfactory execution or performance of the contract by the Buyer.
- For improper behavior of the buyer or by his employees / agents / representatives or breach of the terms and conditions of the contract.
- Or for the reason, whatsoever, as may deem fit to **MAL** for termination of the contract.
- Non-fulfillment of submission of statutory details, excise & sales tax compliance before dispatch of materials.

9 **.0 FORCE MAJEURE**

Any delay in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays/failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Governmental Authority, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Vendor shall keep records of the circumstances referred to above and bring these to the notice of Deepak fertilisers And Petrochemicals Corp. Ltd in writing within three days of occurrence of the event. The amount of time, if any, lost on any of these counts shall not be counted for the contract period. Such a determined period lost shall be extended by Deepak fertilisers And Petrochemicals Corp. Ltd to enable the Vendor to deliver the items within such extended period of time.

For Mahadhan Agritech Ltd

(Yogesh Bodhe)

General Manager-Materials (Stores)