

<p>“Vender” Means”</p> <p>RattanIndia Power Limited</p> <p>Address:</p> <p>Nandgaonpeth in the Additional Amravati Industrial Area (MIDC), Amravati district, Mumbai , Maharashtra, 444901</p>	<p>“e- Auction Portal of”</p> <p>A One Salasar Pvt Limited</p> <p>702, Opal Square IT Park, Padwal Nagar, Thane West, Thane-400604. Mobile No:-9320445534 / 9320589231 Mail ID: scs@salasarauction.com</p>
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Yankee Auction Schedule	
E- Auction Description:	Forward Yankee Auction For Fly ash / Pond ash. (Any auctions extending beyond 6:30PM will be resumed on the next working day starting from 10:00AM onwards)
E-Auction Date:	9/3/2026 – 10 am to 12 pm

Contact Officials of AOSPL	
Nisha Singh	8655865126
Auction Helpline	9320589231

SALASAR AUCTION

Material List

ITEM NO.	DESCRIPTION	QTY	UNIT
1	Fly ash / Pond ash	1861553	MT.

SALASAR AUCTION

E-Auction compliance

1. Seller reserves the right to modify and amend the terms & conditions and announce the same at anytime before the auction concludes. Announcements shall be made during the auction on the website including the announcement of any additional conditions or corrections in the catalog and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the seller, and it is binding on the bidder.
2. Participation and bidding in this Auction shall be treated as conclusive evidence of the fact that the bidder has inspected the Auction Property and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Auction property, taxes and duties, and other extraneous factors and the Principle of Caveat Emptor (let the buyer beware) will apply. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of the Auction including the amendments if any, prevailing at the time of Auction. The seller/auctioneer will not entertain any complaints or objections once the Bid is placed.
3. AOSPL takes no responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold harmless. AOSPL from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall AOSPL be liable for any loss for the transactors by business, revenues, profit, costs direct and incidental, consequential, or punitive damages of any claim. Both the parties agree to have discussed all the related matter regarding this transaction and have understood in full that AOSPL has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, legal laws and regulations to be followed from time to time etc. Since AOSPL does not possess knowledge base of the commodities under transaction both the parties agree that the matter contained in the materials as a part or as a whole does not violate any applicable law. A One Salasar Pvt Limited is only an e-commerce service provider, and is not and cannot be a party to or control in any manner any transactions between the Seller and Bidder.
4. The Seller/Bidder agrees to limit the liability of AOSPL to them for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs, so that the total aggregate liability of A One Salasar Pvt Limited to the Seller/Bidder shall not exceed its total fee receivable from the Seller/Bidder. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
5. Seller/Auctioneer does not give warranty or guarantee of the quality, quantity, measurement, condition Chemical composition of each individual item/s or lot/s that form the auction property and about its "End Use" or fitness for a particular purpose. Sale is on "AS IS WHERE IS BASIS" and "NO COMPLAINT BASIS"
6. 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 Auction Property at any stage from the Auction even after acceptance of the 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 on account of such withdrawal.
7. In the event of failure on the part of the successful bidder to fulfill his contractual obligations, the Seller/Auctioneer reserves the right to debar such bidder from participating in any future auction conducted by the Auctioneer on behalf of the Seller.
8. The prospective bidder has to register with the AOSPL.
9. On payment of EMD, and on satisfying the pre-qualification norms as may be fixed from time to time by the seller. AOSPL will activate the Users – Credentials to enter into Website www.salasarauction.com
10. Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password immediately after LOGIN.
11. Please do not reveal/pass your User ID and Password to any other person/s. It is your personal

property and we will not be responsible for any leakage misuse or illegal use of your User ID and Password. Nevertheless, you will be held personally liable to the Seller and the Auctioneers for any misuse or illegal use of your User ID and password by other person/s, and any successful transaction online by such unauthorized person due to your negligence will be considered as your own transaction and you will be required to fulfill the contract as per terms and conditions of the sale.

12. Time Extension: If any market-leading bid (bid higher than the highest at the point in time) is received within the last minutes ("Time Extension" as mentioned in the Bidding Room will be in force & 3 Minutes is an example) of closing time, the time will be extended automatically by 3 minutes.
13. Training: AOSPL will provide training (online) if required by the bidders at a mutually convenient date and time before the Auction.
14. Bids: All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so, the Seller will forfeit the EMD. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder. Bidders may please note that in the event of a manual bid amount matching that of an auto bid, the manual bid will prevail and be considered.
15. Auto Bid: -
 - o Auto Bid facility is provided for bidders intending to place a maximum value for a lot/lots. o Auto bidding limit is not a confirmed bid, it is only the maximum ceiling amount set by the bidder to enable the auction engine to place bids on his behalf, whenever the bidder is out-bid, up to the ceiling set by him.
 - o Once the auto bid is set, the e-auction site will consider the ceiling amount for the next possible Bid only, depending on the highest bid prevailing at that point in time and the increment amount prescribed for that particular lot.
16. AOSPL is outsourcing server space from a third-party hosting company and hence shall ensure the smooth running in all good faith and intention. However, Seller/AOSPL will not be held responsible for any failure of power, Network, server, hosting server, Internet connectivity, ISP, or otherwise at Bidder's end or at AOSPL directly or indirectly affecting the online method of Bidding. In case of prolonged and repeated technical failures of the Online bidding process, AOSPL will inform immediately all Bidders and Seller on the website and through the mail for rejection / Re-auction of the same lot/Material.

Terms & Conditions

1. The seller reserves the right to accept or reject the highest offer and all or any offer without disclosing any reason thereof.
2. **FULL PAYMENT & DELIVERY:** As detailed above and as follows:
 - 2.1. Materials must be removed after making a successful payment with Applicable Taxes on or before the due date, failing which penalty for delay in collection/balance payment (i.e. In accordance to the prescribed manner of payment) as per terms and conditions of the sale will be applicable
 - 2.2. In the event of the failure of the Buyer to pay the sale value of Lot mentioned in a clause for payment & delivery (As above), the contract will automatically stand terminated and the EMD/SD will stand forfeited for the breach of contract by the Buyer. The lot in question shall be resold by the Company without any further reference to the Buyer.
 - 2.3. Balance to be paid within the prescribed time by RTGS/DD to the Seller directly
 - 2.4. Cash Deposit is not allowed. Payment only through NEFT/RTGS/DD
 - 2.5. EMD Refund Request received before 12 PM will only be considered for refund on the same working day. Request received after 12PM will be processed next day for refund.
3. **Description of Materials and Quality and Quantity:**
 - 3.1. The materials shall be disposed of in "AS-IS-WHERE-IS & NO COMPLAINT" conditions. Only material mentioned in the catalogue/bid sheet shall be delivered.
 - 3.2. Numbers, quantities or tonnage, or nature of materials given in the catalogue are approximate and the materials will be sold without any regard or consideration of these numbers/ tonnage or nature of materials and no Warranty or guarantee shall be implied. The quantity of material may vary considerably, that is, it may be much more than the approximate quantity indicated in the catalogue or much less. The Buyer must lift the quantity mentioned in the sale order and as per instructions of the Seller as & when required basis during the contract period.
 - 3.3. The description given in the enclosed list is in brief. Offers by the bidders will be deemed to have been made on the clear understanding that the intending bidder/s have satisfied themselves fully in regard to the nature, condition, and quality of goods upon inspection or otherwise. No errors, omission, mis-statement, or mis-description whatsoever and howsoever made or published whether in advertisement or list or otherwise, and no defects or faults in the goods shall invalidate the contract or be the subject matter of any claim on the part of the bidder whether in compensation or otherwise howsoever nor will any such claim be entertained by the Seller.
 - 3.4. While removing the material if any item is found to be useful, the seller will take out the same.
4. **Removal of Materials:**
 - 4.1. It will be the successful Buyer's responsibility to weigh the empty truck at the Seller's weighbridge or Govt. approved authorized weight bridge and produce the necessary weight certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck.
 - 4.2. All the consignments must be weighed /measured even if they are sold on a lot basis for Seller's record.

- 4.3. Should the original Buyer wish to take delivery of the scrap material through a representative, he must authorize the latter by a letter of authority or continuing authority which shall be presented to the officer concerned. May be the officer concerned in his entire discretion declines to act on any such authority and it ought to be for the Buyer to satisfy the officer concerned that the authority is genuine. Delivery to such person shall be the sole responsibility of the Buyer & no claim shall lie against the Seller on any account whatsoever, if delivery is offered to the wrong person.
- 4.4. The Seller reserves the right to unload the vehicles for inspection purposes. If it is suspected at any time that the Buyer has loaded the material/materials that does not belong to him or if the Buyer is found to carry excess material than that mentioned in the documents, the seller will be within its right to detain the truck, unload the goods at the cost & expenses of the Buyer & terminate the contract forthwith and forfeit the sale value & claim such further losses and damages that may be caused to the seller.
- 4.5. It shall be the responsibility of the Buyer to see that he or his servants or agents collect and load only that quality and kind of scrap that is covered by the contract and in the event of his servants or agents finding any other quality of or kind of scrap mixed with the scrap allotted to him he should forthwith bring it to the notice of the yardmaster and lift scrap only after segregation.
- 4.6. During the course of the removal of the scrap material if any damage is caused to the seller's premises, installations, or instruments, the buyer will be entirely held responsible for making good such losses. Till such period, the damage is repaired or compensated to the seller, no delivery of any lot/s purchased by the said bidder will be allowed.
- 4.7. Lots sold on an Accumulated / Arranged basis at the tender must be removed by the Buyer on or before the scheduled period as mentioned herein above or on the Auctioneer's website.
- 4.8. Loading / Unloading will be carried out by the Buyer at his own costs & risk. All tools and tackles, Labour, Forklifts, Cranes, etc. will be arranged by the Buyers at their own cost. Non-availability of the same will not be considered as a ground for 'Late-Lifting' of the materials. Ground rent for delay would be charged @1% per week of the total sale value and will be recovered from EMD.

§ **Decision in case of disputes:**

- 5.1. In case of any dispute regarding the contract, the decision of the seller shall be final and binding. If there is any dispute as to the last or highest bid or dispute in identifying the item belonging to a particular lot, the dispute shall be determined by the seller and their decision shall be final and binding to all.
- 5.2. Only the appropriate Court as per the seller/service provider will have Jurisdiction to deal with any disputes arising out of this contract.

§ **Right of Acceptance / Rejection of offer:**

- 6.1. The Auctioneer/seller also reserves the right to accept any bid on "Subject to Confirmation" & the seller's final decision will be informed to the Auctioneer after getting approval from the management.
- 6.2. The goods are sold subject to the reserve price fixed by the seller. The seller is not bound to accept the highest offer. The seller reserves the right to reject any conditional offers. Termination of Contract: The seller reserves the right to terminate the contract at any

time by giving three days' notice on the following grounds.

6.2.1. Unsatisfactory execution or performance of the contract by the Buyer.

6.2.2. For improper behavior of the Buyer or breach of the terms and conditions of the contract.

6.3. The decision of the seller to terminate the contract shall be final and binding and no claim for damages and compensation shall lie. Provided always that in the event of the Buyer or his agent or servant committing or attempting to commit theft, fraud, dishonesty, or gross misbehavior in connection with the subject matter of this contract or in any other connection whatsoever concerning the business of the seller, the seller will be entitled to terminate the contract forthwith and forfeit the Security Deposit at its sole discretion.

1. Passing of Property in the goods:

7.1. It is expressly made clear that the property in the goods whether sold by units, weights, or lots, whether arranged or otherwise, will remain that of the Seller and will pass on to the Buyer only when material is taken out by the Buyer from the factory Premises after getting valid dispatch documents.

7.2. Excise, GST, TCS, or any other taxes as applicable under the relevant Act will be charged extra at the rate prevailing at the time of delivery and the rate offered shall be exclusive of all taxes. The rates mentioned in the catalogue are only indicative of the guidance of the bidders.

7.3. Contractors shall be fully responsible for the safety of their workers & equipment and materials/ equipment. Seller or their concerned supplier under his custody and shall abide by safety rules prescribed by the Govt./company.

7.4. The contractor has to strictly follow Safety/Security/Traffic and statutory rules and be governed by the rules & regulations under the Factories Act, WCP Act, and other statutory clauses.

7.5. The Contractor shall provide all safety gadgets/ equipment to his workers before putting them on the job and shall also ensure that his workmen make use of the safety items while at work.

7.6. Charges toward any damage to the seller equipment/material caused due to mishandling by contractor's workers shall be deducted from the Contractor's bill after assessment by the seller Scrap committee. The assessments of seller Scrap committee shall be final & binding on the Contractor.

1. RULES AND REGULATIONS:>

8.1. The contractor shall follow all the rules and regulations under the contract Labour Act, Factories Act, Industrial Dispute Act, Payment of Bonus Act, PF Act, ESI Act, Gratuity Act, Maternity Act, All India Motor Vehicle Act 1988, as amended up to date and other laws in force during the currency of Contract.

8.2. All buyers should report for lifting the material with labor's insurance and/or ESI, safety shoes, Helmets & other PPE like hand gloves, etc. as per requirements.

8.3. For Hazardous Wastes viz. Batteries, LSHS/FO Oil Sludge, TORCH CELL/PENCIL CELL, USED HSD/ OLD HT OIL /Used oil/Used Grease, etc. Central & respective State Pollution Control Board certificate holders are required.

8.4. All trucks, and handcarts, carrying such materials outside Seller premises are subject to inspection. Seller's Security Department at the gate. If required, the buyer will have to unload the vehicle if the Security Officer or their supplier Demands a surprise check.

8.5. Any person employed or engaged by the buyer for the purpose of the execution of the contract shall be required to observe the rules and regulations that are prevailing with the seller. The movement of his persons shall be restricted only to the place of work assigned to them. Each person engaged by the buyer shall be required to obtain a Pass from the Security Department for entering and leaving the Factory premises. All the labour engaged by the buyer shall be subjected to inspection by the Security

- 8.6. All notices, and letters or emails sent to the Buyer shall be deemed to have been received by him/them on expiry of 48 hours from the time of posting if the same are sent at the address given by the Buyer.
- 8.7. If any person/s bids at the auction on behalf of the undisclosed principal, he/they shall immediately after the bid at the time of payment of EMD, disclose the name of his / their principal who is the actual Buyer and the receipt for the earnest money and/or Security Deposit would be issued in the name of the principal.
- 8.8. Resale will not be recognized and release order will be made out in the name of actual successful Buyers only.
- 8.9. The Buyer shall not be entitled to resell any lot or part of a lot while the 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 Buyer whose names are mentioned in the delivery order.
- 8.10. All Buyers of the lots before collecting purchased materials from inside the works should contact the seller's authorized officer to get them fully acquainted with safety rules and regulations. Buyers will be allowed to start collecting materials only when they have confirmed in writing that they are agreeable to following the various safety rules and plant regulations.
- 8.11. The seller will in no way be responsible for any accident, damage, or injury to the contractor's workmen or equipment, even though he should follow all safety norms implemented by the seller which are mandatory.
- 8.12. If the successful buyer at any stage either neglects or refuses or is unable to take delivery of the materials for any reasons whatsoever or the performance of the Buyer is unsatisfactory, the seller will have the right to terminate the contract, enforce forfeiture of the Buyer's EMD/security deposit and claim such further losses and damages that may be caused to the seller to determine and declare at its sole discretion.
- 8.13. In the event of the Buyer failing to remove the materials and to pay the price thereof, the seller shall be free to sell the goods to any person or persons and to recover from the original Buyer the amount by which materials actually sold, fall short of the price agreed by the original Buyer. This does not in any way affect the right of the seller to forfeit EMD as provided herein.
- 8.14. The successful Buyer is also required to sign an agreement to complete the sale according to the conditions hereof and subscribe his signature to the Bid-sheet against the lot or lots knocked down to him. In the event of the Buyer failing to sign the agreement or Bid-sheet the goods may, if the Auctioneer/seller thinks fit, be put up for sale again immediately and resold on account and at the risk of the defaulting Buyer who shall be responsible for the deficit, if any, in the price and such deficit shall be debt due from the defaulting Buyer, but he shall not be entitled to any increase arising from such resale.
- 8.15. Special Conditions of Sale or Additional Conditions of Sale, if any, will be announced at the time of the auction.
- 8.16. Inspection of scrap items within a specified period is a must for participants because they can understand the possibility of loading, disposal procedures, safety rules, gate pass system, and other terms & conditions, etc.
- 8.17. Wearing safety shoes is a must during inspection.
- 8.18. Camera/mobiles and personal vehicles are not allowed inside the plant.
- 8.19. The party should carry the Auction catalog as a token of authorization issued by the auctioneer while inspecting so as to know the membership with the auctioneer. The auctioneer will take responsibility for educating the bidders about the policies, procedures, and terms & conditions of the seller.

Force Majure:

The seller shall not be liable for any failure or delay in performance on our part due to any cause beyond our control including fires, floods, and strikes, go slow lockouts, closure, dislocation of normal working condition, war riots epidemics, civil commotion, breakdown of machineries and shortage of labours etc.

SALASAR AUCTION