

EGBERT ANDREWS AUCTION MART

(Premier Govt Auctioneers & Valuers)

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E-mail:eaam@eaamindia.com, Web: www.eaamindia.com

WILL SELL BY ONLINE E-AUCTION

Under Instructions From

The MGAOC, HQ Eastern Command, Fort William, Kolkata

Online E-Auction Details

Online Auction No.: EAAM/05-2022/1191

Online Auction Date & Time : On Monday the 23rd May 2022 at 11 AM

**Inspection: 14 May 2022 to 21 May 2022 (excl Sunday/holidays) between
09:30 am to 12:00 pm.**

Seller Details

Seller/Stock holder : The Commandant, 16 Field Ammunition Depot, Bengdubi.

Lots Location : 16 Field Ammunition Depot, Bengdubi.

Important conditions of Sale (Other than General Terms & Conditions)

IMPORTANT: The materials list & **SPECIAL CONDITIONS OF SALE** displayed under **CATALOGUE** on EAAM's E-auction Web Site are tentative and subject to change at the sole discretion of Auctioneer / Principal before the start of E-auction. Bidders should therefore, download the material list and Special Conditions of sale displayed, for their record purpose, if required, and bid accordingly.

- 1. 20%** of the sale value of the accepted bid/bids should be paid by the successful purchaser as earnest money to the auctioneer within 7 (Seven) days from the date of completion of on line auction. Failure to deposit the 20% earnest money, and registration will be cancelled of the concerned buyer, thereby debarring them for at least 6 months in case of back out buyers.
- 2.** The entire balance of sale value shall be paid within 17 (Seventeen) days from the date of date of completion of online auction SOLD lots and within 10 (TEN) days from the date of issue of acceptance letter from the auctioneer **EGBERT ANDREWS AUCTION MART** for STA lots. If the buyer fails to make payment for the balance sale value by the stipulated date the period for such payment may be extended by the auctioneer **EGBERT ANDREWS AUCTION MART** / Stockholder or his representative at their discretion on payment of @1% per week or part thereof on the sale value default, to a maximum period of two (2) weeks only.
- 3. GST as per Government GST rules is to be deposited by concerned buyers under reverse mechanism system** on the total sale value of sold lot/lots before taking delivery of sold lot/lots from the stock-holder.
- 4. DELIVERY** of sold lots should be taken by the purchaser ex-site and within 30 (Thirty) days from the Sale Release Order.
- 5. RE-SALE**, in no case, will be recognized.
- 6. BIDDERS** must satisfy themselves from all the points before bidding and should know what they are buying. The stock holder or Auctioneer shall not undertake any guarantee of the stores once the bid is accepted. Stores are sold on "AS IS WHERE IS" basis and as per conditions of sale.
- 7.** The goods shall remain in every respect at the risk of the buyer from the date of acceptance of his offer. EAAM/ stockholder shall not be under any liability for their safe custody or preservation from that date.
- 8. PURCHASERS** and their men are required to adhere to the Depot/Sale Area's Security Rules.
- 9. AUCTIONEERS/Stockholder** reserves the right to accept or reject any bid/bids without assigning any reason.
- 10. It will be the responsibility of the bidder to ensure internet connectivity during the auction proceedings and any loss thereof due to any reason whatsoever including power failure, line connectivity etc. will be to bidders risk.** The event conducted by the auctioneer on behalf of the Seller will not be deemed to be defective by any or more of the bidders. No complaints will be entertained by the auctioneer or the Seller in this regard.
- 11. Other conditions**, amendments, additions or alterations if any will be announced before starting of online auction on scheduled date in the site www.eaamindia.com.

12. Only the Courts at KOLKATA, INDIA shall have the exclusive jurisdiction to entertain any dispute connected with the arbitration proceedings or any other matter or claim arising out of or in connection with the e-auction.

Bidders should inspect the lot/lots in advance at Depot location and bid in above site.

Bank details for RTGS/NEFT

Name of the Bank	KOTAK MAHINDRA BANK
Branch	Park Street Branch
RTGS/NEFT/IFSC CODE	KKBK0000322
Account Type	Current Account
Account No.	2611732400
Name of the Company	EGBERT ANDREWS AUCTION MART

**Online Auction No.: EAAM/05-2022/1191 to be held on 23rd May 2022
Lots Lying at 16 Field Ammunition Depot, Bengdubi.**

Ser No.	Lot No.	Nomenclature	A/U	Appx.Wt in Kgs
1	22000028	Wooden Scrap (With and W/O Iron Rod)	KGS	5000.00
2	22000029	Wooden Scrap (With and W/O Iron Rod)	KGS	5000.00
3	22000030	Mixed Metal Scrap (Brass=01% & Steel=99%)	KGS	3000.00
4	22000031	Plastic Scrap	KGS	4000.00
5	22000032	Fiber Scrap	KGS	3000.00
6	22000033	Steel Scrap (Empty Box Shell 105 mm)	KGS	5000.00
7	22000034	Steel Scrap (Empty Box carts 105 mm)	KGS	5000.00
8	22000035	Steel Scrap (Empty Box carts 105 mm)	KGS	5000.00
9	22000036	Steel Scrap (Cylinder 125 mm)	KGS	5000.00

General Terms & Conditions for Online E-Auctions by EGBERT ANDREWS AUCTION MART, 161 Dharamtalla Street, Kolkata-700013.

All payments towards EMD /Security Deposit, balance material value, late payment penalty etc. are to be made by way of e-payment through RTGS/NEFT in favour of EGBERT ANDREWS AUCTION MART.

Details of Bank of auctioneer EGBERT ANDREWS AUCTION MART, Kolkata for e-payment by Buyer only.

Name of the Bank	KOTAK MAHINDRA BANK
Branch	Park Street Branch
RTGS/NEFT/IFSC CODE	KKBK0000322
Account Type	Current Account
Account No.	2611732400
Name of the Company	EGBERT ANDREWS AUCTION MART

Buyer has to inform the details such as amount transferred, date of transfer, buyers bank name, UTR No., Auction No., Lot No., payment type such as Pre-bid EMD, EMD, Material Value, GST, Full Value, etc to the DT Official whose name is appearing in the Auction Catalogue on the same day of the date of transaction. EGBERT ANDREWS AUCTION MART will be not responsible of delay in issue of DA, etc in case buyers failed to inform through mail.

Note : Sold Lots (except Tyres / Btys and Engines etc which are in nos) will be delivered to the successful bidders duly weighed at civil Weigh Bridge and the cost of weighing the items be borne by the purchasers.

- Goods :** The goods are sold on as is where is basis and where they lie. The whole of the lot or lots shall be taken from the site of accumulation with all faults and errors in description or otherwise. Quantities, qualities, sizes, measurements, number and weights as stated in online e-auction catalogue are approximate and no warrantee or guarantee shall be

implied. Stores are sold on the assumption that bidders have inspected them and know what they are buying, whether they have first inspected them or not and the principle of caveat emptor will apply. No complaint will be entertained and no reliance must be placed on any description.

2. **Risk** : The Goods shall remain at the risk of the buyer from the date of acceptance of his offer by the auctioneer **EGBERT ANDREWS AUCTION MART** / Stockholder, and they shall not be liable for their safe custody or preservation from that date.

3. **Payment**

- (i) The buyer shall deposit EMD at **EGBERT ANDREWS AUCTION MART's** office (i.e. within 7 days from the date of auction) by way of E-PAYMENT. The entire balance sale value shall be paid within 10 (ten) days from the date of issue of Acceptance Letter by Egbert Andrews Auction Mart.
- (ii) Payment of not less than 20% (Twenty percent) of the bid amount shall be made as earnest money.
- (iii) Non submission of EMD within the stipulated time will lead to deactivation and deregistration of the concerned buyer, thereby debarring them for at least 6 months in case of back out buyers.
- (iv) Balance of the sale value of the bids accepted will be paid by the buyer by way of e-payment within 17 (SEVENTEEN) days from date of e-auction closing for SOLD lots and within 10 (TEN) days from the date of issue of acceptance letter from the auctioneer **EGBERT ANDREWS AUCTION MART** for STA lots. If the buyer fails to make payment for the balance sale value by the stipulated date the period for such payment may be extended by the auctioneer **EGBERT ANDREWS AUCTION MART** /Stockholder or his representative at their discretion on payment of @1% per week or part thereof on the sale value default, to a maximum period of two (2) weeks only.
- (v) After communicating acceptance of the bid or on receipt of communications of its acceptance in cases of lots in which decisions were held in abeyance, if the concerned bidder fails to pay the requisite earnest money for the bid within 7 days of communication of acceptance of the bid sale shall stand cancelled and the lot re-auctioned and in such cases the concerned bidder shall be liable to make good all losses suffered and expenses incurred due to or on account of the re-auction of stores without prejudice to the rights of the Government to take such other action as may be authorised by law.
- (vi) In the event of failure for the payment of balance sale value of any lot purchased by a bidder, within the stipulated period, the sale of such lot shall be cancelled, the earnest money if paid will be treated as accounts deposit and shall be forfeited and the lots shall be re-sold without any notice to the bidder as and when the auctioneer **EGBERT ANDREWS AUCTION MART** / Stockholder thinks best, and any loss incurred on such resale shall be recovered from the bidder. The auctioneer **EGBERT ANDREWS AUCTION MART** / Stockholder shall in addition be entitled to recover from the bidder costs of storage, Warehousing or removal of the lot and any expenses incurred in or in connection with its resale or attempted resale, any gain on any resale as aforesaid shall belong to Government.
- (vii) In all cases dues under any provincial/local law shall be payable by the purchaser exclusive of the sale value to the Commandant of the Depot before entitling to remove sold goods. Any Octroi Duty, wherever Payable upon the sale of the goods, shall be paid by the purchase direct to the concerned authority in addition to the price. Any other prevailing taxes due in respect of the sale under any law for the time being in force shall be payable by the purchaser in addition to the price.
- (viii) **GST as per Government GST rules is to be deposited by concerned buyers under reverse mechanism system** on the total sale value of sold lot/lots before taking delivery of sold lot/lots from the stock-holder.
- (ix) For all payments received by the auctioneer, they will issue a stamped receipt to the purchaser and bidder shall in all cases be bound to produce such receipt when called for.

All taxes are assessed by the concerned Tax Authorities and the rates as determined by them at the time of lifting of materials shall be binding on the buyers for making payments. Any dispute in this regard shall be taken up directly by the buyers with the Statutory Authorities.

4. **DELIVERY**

Removal of stores by bidder : The goods sold should be removed by the buyer from the location and position where they lie at his own expenses & own arrangement. If defaulter challenges the decision of the Government then in addition to forfeiture of earnest money, the Govt. reserves right to re-sell the goods at the risk and cost of defaulter and recover the loss suffered in re-sale, ware-house charges and any other expenditure incurred in sale or attempted sale.

The buyer in his own interest should remove the lot(s) within the specified time. In the event of his failure to take delivery the auctioneer **EGBERT ANDREWS AUCTION MART** / Stockholder or his authorised representative may in his discretion permit the purchaser to remove the said lot(s) or portion thereof within an extended period on payment in advance of compensation charges @ 2% of original sale price per day for the period from original specified date for lifting the date of re-sale.

- (a) The Commandant(s) of the Depot will issue Sale Release orders to the bidders on receipt of the delivery advice issued by **EGBERT ANDREWS AUCTION MART**.
- (b) Sold lots should be removed by the buyer from the site of accumulation within the period of (30) Thirty days from the Sale Release Order. Deliveries will be made only during working hours on all working days on presentation by the purchaser to the stockholder to copy of Sale Release Order. The purchaser will make his own arrangements at his own expenses for transport and he will not be entitled to claim and facilities or assistance for transport from the auctioneer **EGBERT ANDREWS AUCTION MART** /Stockholder. Should the original buyer wish to take delivery of the stores purchased through a representative, he must, present the officer in whose charge the stores are held along with an authorization letter attesting signature of the purchaser by the auctioneer **EGBERT ANDREWS AUCTION MART**. In all cases the buyer has to satisfy such officer that the authority is genuine. Delivery by others will be at the purchaser's sole responsibility and no claim shall be against Government of any account whatsoever, if delivery is effected to wrong person reporting to give his authority.
5. Failure to take delivery after payment If the buyer having paid the full amount of his purchase money, failed to remove the goods by the date or dates specified in the SRO, the auctioneer **EGBERT ANDREWS AUCTION MART** /Stockholder may keep the goods at the buyers risk and recover from the buyer compensation @ 2% per day of the original sale price

of the lot or lots of portion thereto. On failure to take delivery of the goods or any part thereof from the last date given for removal of goods to the date of final removal of the goods and if the goods are not claimed within two weeks of the date of delivery, Govt., may sell the same without further notice as and when they think best and recover the cost of the sale at its option, treat the defaulter as a breach of contract and cancel the contract.

6. Recovery of sum due whenever any claim for the payment of money arises out of or under this contract against the buyer the auctioneer **EGBERT ANDREWS AUCTION MART** /Stockholder shall, without prejudice to any other remedy, be entitled to deduct it from the proceed of such re-sale or to appropriate the said security deposit in whole or in part and in the event or the Security being insufficient the balance may be deducted from any sum then due or which at any time hereafter may become due to the buyer under this or any other contract with the auctioneer **EGBERT ANDREWS AUCTION MART** /Stockholder and if this is not sufficient, the buyer shall pay balance to the auctioneer **EGBERT ANDREWS AUCTION MART** /Stockholder on demand.
7. The buyer shall be responsible for any damage that may be done to the premises in taking down or removing the lot or lots bought by him. The auctioneer **EGBERT ANDREWS AUCTION MART** /Stockholder or his representative may at his option **demand** to make good such damage and the buyer shall pay the same on demand by the auctioneer **EGBERT ANDREWS AUCTION MART**/ Stockholder.
Damage : The buyer shall make good all damages which may be caused to any property of Govt. or to any other person by any act of default of the buyer, his agents, or servants, in connection with the removal of any of the good.
8. **Corrupt Practice:** Any bribe, commission, gifts or advantage given/promised on behalf of the buyer to any representative of the auctioneer Egbert Andrews Auction Mart for obtaining order etc. criminal liability may be bestowed upon the Buyer which may lead to the cancellation of the subject contract and all other contracts and M/s Egbert Andrews Auction Mart/ stock holder will recover all loss resulting from any such cancellation.
9. The buyer shall not assign or sub-let this contract or any part thereof without the written permission of the auctioneer **EGBERT ANDREWS AUCTION MART** /Stockholder and even if permitted to do so shall remain liable for fulfillment of the contract.
10. All disputes and differences arising out of or in any way touching or concerning this contract whatsoever shall be referred to the sole arbitration of any person nominated by the **Secretary, MOD** or administrative Head under whose administrative Control of Govt may be placed for or the time being of such nomination. There will be no objection to any such appointment that the person appointed is a Govt servant, that he had to deal with the matters to which this contract relates, and that in the course of his duties as such Govt servant has expressed any views on all or any of the matters in dispute or difference. The award of such Arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his office by resignation or otherwise or being unable to act for any reason, the **Secretary, MOD** or Administrative Head as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person nominated by the Govt as aforesaid should act as Arbitrator and, if for any reason that is not possible, the matter is not to be referred to arbitration at all.

Subject to aforesaid, the Indian Arbitration Act, 1940 shall apply.

11. Every participant should furnish his valid income Tax permanent account Number.
12. **NON-DELIVERY** (a) Where goods are sold in lots and not by number of units, in the event of the lot or lots being found to be deficient in quantity, size, measurement, number and weight, as stated in the catalogue, purchaser shall have no claim against the Government or against the auctioneer for refund of the whole or any part of the purchaser money, or for loss of profit, interest, damages.
(b) Where stores are sold by weight or number, and not on the basis of lots, and the purchaser fails to obtain delivery of the whole or a portion of the stores sold, he shall not be entitled to make any claim other than for proportionate refund of the sale of the undelivered quantity. He shall not be entitled to claim any damages, loss or profit interest or compensation or any other account.
13. Re-sale will not be recognised and Sale Release Orders will be made out in the name of the actual purchasers only.
14. In the event of the Auctioneer's opinion that bidders are forming a ring and fair prices are not being realized for stores offered in e-auction, may stop the sale with the consent of the Stockholder.
15. The auctioneer **EGBERT ANDREWS AUCTION MART** / Stockholder reserves the right to defer the decision on the highest bid received for a particular item or items and communicate it subsequently.
16. The auctioneer **EGBERT ANDREWS AUCTION MART** /Stockholder reserves the right of withdraw from the sale any lot or lots advertised in the catalogue prior to the acceptance of any bid for such lot/lots without assigning any reasons.
17. Whenever any claim for the payment of a sum arises out of under this e-auction sale against the buyer, the auctioneer **EGBERT ANDREWS AUCTION MART** /Stockholder shall without prejudice to any other remedy are entitled to collect such sum of money from the sale proceeds of resale under this contract or any sum thereof due from the buyer under this or any other contract with Government on demand the balance remaining due. No conditional offer shall be entertained.
18. The auctioneer **EGBERT ANDREWS AUCTION MART** /Concerned DEPOT reserves the right to call all the eligible bidder(s) for revised bid along with requisite EMD for any lot.
19. For hazardous items such as batteries, lead, transformer oil etc, customers registered with MOEF (Ministry of Environment & Forest) are eligible for participation. A copy of MOEF Certificate should be submitted at the time of depositing payment.
20. After the submission of bid(s) by the buyer, it would be presumed that the buyer has inspected the material and has satisfied himself about the nature, quantity, quality, other technical specifications, taxes-duties and legalities prior to the e-auction. No complaint, whatsoever would be entertained after the submission of the bid.

ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON OUR WEBSITE, www.eaamindia.com.