

EGBERT ANDREWS AUCTION MART

(Premier Govt Auctioneers & Valuers)

161, Lenin Sarani, Kolkata-13, Ph: (033) 2215-1486,
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WILL SELL BY ONLINE E-AUCTION

Under Instructions From

The MGAOC, HQ Eastern Command, Fort William Kolkata-21

Online E-Auction Details

Online E-Auction Nos. EAAM/07-2024/1467 & EAAM/07-2024/1468

Online Auction Date & Time: On Wednesday the 24th July 2024 at 11 AM

Inspection: 18th July 2024 to 23rd July 2024

Seller Details

Seller/Stockholder: The Commandant, 222 ABOD, Narangi, Guwahati.

Lots Location : No.1 Salvage Sub Depot & DISP Sub Depot(222 ABOD) Narangi

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 online by RTGS/NEFT** 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 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 online **by RTGS/NEFT to the auctioneer** within 17 (Seventeen) days from the date of date of completion of online auction 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.
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 date of delivery advice.
5. **DOCUMENTATIONREQUIREDASPERENVIRONMENTPROTECTIONRULES**
For hazardous items such as batteries, lead, transformer oil etc, customers registered with the Central Pollution Control Board/ MOFF (Ministry of Environment & Forest)are eligible for participation.
6. **RE-SALE**, in no case, will be recognized.
7. **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.
8. 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.
9. **PURCHASERS** and their men are required to adhere to the Depot / Sale Area's Security Rules.
10. **AUCTIONEERS / Stockholder** reserves the right to accept or reject any bid/bids without assigning any reason.
11. 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 at 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.
12. **Other conditions**, amendments, additions or alterations if any will be announced before starting of online auction onscheduleddateinthesitewww.eaamindia.com.

13. Only the Courts at KOLKATA, INDIA shall have the exclusive jurisdiction to entertain any dispute connected with the arbitration proceeding 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 locations and bid in www.eaamindia.com.

Bank details for RTGS/NEFT payment of Earnest Money and Balance Money to the Auctioneer.

Name of the Bank	KOTAK MAHINDRA BANK
Branch	Park Street Branch
RTGS / NEFT / IFSC CODE	KKBK0000322
AccountType	Current Account
AccountNo.	2611732400
Name of the Company	EGBERT ANDREWS AUCTION MART

ONLINE E-AUCTION NO.EAAM/07-2024/1467 TO BE HELD ON 24.07.2024

Lots Lying at No.1 Salvage Sub Depot (222 ABOD) Narangi, Guwahati

Ser No.	Lot No	Type of Stores	Lot in (Kg/Nos)	Wt of Lot (In Kgs)
1	573/SSD/24	BAG SLEEPING OUTER	800	2132.800
		TOTAL	800	2132.800
2	574/SSD/24	BAG SLEEPING	1000	2666.000
		TOTAL	1000	2666.000
3	575/SSD/24	BLANKET HOSP RED	150	199.950
		BLANKET OLD	1600	2132.800
		TOTAL	1750	2332.750
DOCUMENTATION REQUIRED AS PER ENVIRONMENT PROTECTION RULES				
For hazardous items such as batteries, lead, transformer oil etc, customers registered with the Central Pollution Control Board / MOFF (Ministry of Environment & Forest) are eligible for participation.				
4	576/SSD/24	BTY 12V 100 AH	30	609.990
		BTY 12V 130 AH	50	1501.500
		BTY 12V 26 AH	19	139.327
		BTY 12V 32 AH	150	1144.950
		BTY 12V 42 AH	45	576.000
		BTY 12V 75 AH	150	3729.900
		BTY 12V 88 AH	70	1780.310
		BTY 12V 180 AH	160	6506.560
		TOTAL	674	15988.537
5	577/SSD/24	CASE & CRADLE	70	2475.200
		TOTAL	70	2475.200
6	578/SSD/24	CARBON ALLOY	Kgs	2000.000
		TOTAL	Kgs	2000.000
7	579/SSD/24	COTTON RAGS	Kgs	4000.000
		TOTAL	Kgs	4000.000
8	580/SSD/24	COVER OUTER 325 X 19	13	49.829
		COVER OUTER 1000 X 20	18	666.000
		COVER OUTER 1200 X 20	164	7664.212
		COVER OUTER 1300 R 22.5 WITHOUT RIM	18	1153.080
		COVER OUTER 1400 X 20	33	2445.300

Ser No.	Lot No	Type of Stores	Lot in (Kg/Nos)	Wt of Lot (In Kgs)
	580/SSD/24 (Contd...)	COVER OUTER 1500X21	7	500.500
		COVER OUTER 165 R 15	4	27.464
		COVER OUTER 600 X 16	3	31.599
		COVER OUTER 900 X 16	5	124.000
		COVER OUTER 235 R 15	87	739.500
		COVER OUTER 275 X 18	7	18.431
		COVER OUTER 355/90X20 - 18 PR CC	151	8321.610
		COVER OUTER 750 X 16	6	73.380
		COVER OUTER 78 X 15	214	1683.324
		COVER OUTER 900 X 20	13	433.329
		COVER OUTER 1600 X 20	11	2035.000
			TOTAL	754
9	581/SSD/24	COVER OUTER 325 X 19	51	195.483
		COVER OUTER 1000 X 20	18	666.000
		COVER OUTER 12.5/80-18 JCB FRONT	1	41.800
		COVER OUTER 1200 X 20	188	8785.804
		COVER OUTER 1300 R 22.5 WITHOUT RIM	10	640.600
		COVER OUTER 1400 X 20	8	592.800
		COVER OUTER 1500X21	2	143.000
		COVER OUTER 165 R 15	6	41.196
		COVER OUTER 195 R 15	7	70.000
		COVER OUTER 215 R 5	9	85.500
		COVER OUTER 235 R 15	24	204.000
		COVER OUTER 275 X 18	56	147.448
		COVER OUTER 355/90X20 - 18 PR CC	177	9754.470
		COVER OUTER 750 X 16	9	110.070
		COVER OUTER 78 X 15	344	2705.904
		COVER OUTER 900 X 20	39	1299.987
	TOTAL	949	25484.062	
10	582/SSD/24	COVER OUTER 825X20	600	15279.600
		TOTAL	600	15279.600
11	583/SSD/24	COVER OUTER 825X20	628	15992.948
		TOTAL	628	15992.948
12	584/SSD/24	ENG ASSY FULL MG	1	40.000
		ENG ASSY CAR AMB ML	15	1875.000
		ENG ASSY TATA 2.5 TON	6	2760.000
		ENG ASSY ALS MK II / III OBE	2	1300.000
		TOTAL	24	5975.000
13	585/SSD/24	ENG ASSY JONGA	50	13000.000
		TOTAL	50	13000.000
14	586/SSD/24	ENG ASSY JONGA	50	13000.000
		TOTAL	50	13000.000

Ser No.	Lot No	Type of Stores	Lot in (Kg/Nos)	Wt of Lot (In Kgs)
15	587/SSD/24	ENG ASSY JONGA	50	13000.000
		TOTAL	50	13000.000
16	588/SSD/24	ENG ASSY JONGA	50	13000.000
		TOTAL	50	13000.000
17	589/SSD/24	FIRE EXTINGUISHER (9/10 LTR)	300	969.900
		FIRE EXTINGUISHER (2 LTR)	150	244.950
		FIRE EXTINGUISHER (22/25 LTR)	29	502.657
		FIRE EXTINGUISHER (75 LTR)	10	450.000
		FIRE EXTINGUISHER (50 LTR)	14	257.600
		TOTAL	503	2425.107
18	590/SSD/24	FIRE EXTINGUISHER (9/10 LTR)	450	1454.850
		FIRE EXTINGUISHER (2 LTR)	100	163.300
		FIRE EXTINGUISHER (22/25 LTR)	50	866.650
		FIRE EXTINGUISHER (50 LTR)	20	368.000
		FIRE EXTINGUISHER 4.5 LTR	35	157.500
		TOTAL	655	3010.300
19	591/SSD/24	HELMET FIBRE	800	490.400
		TOTAL	800	490.400
20	592/SSD/24	HELMET FIBRE	2000	1226.000
		TOTAL	2000	1226.000
21	593/SSD/24	IRON SCRAP	Kgs	4000.000
		TOTAL	Kgs	4000.000
22	594/SSD/24	IRON SCRAP	Kgs	4000.000
		TOTAL	Kgs	4000.000
23	595/SSD/24	IRON SCRAP	Kgs	4000.000
		TOTAL	Kgs	4000.000
24	596/SSD/24	IRON SCRAP	Kgs	4500.000
		TOTAL	Kgs	4500.000
25	597/SSD/24	IRON SCRAP	Kgs	4500.000
		TOTAL	Kgs	4500.000
26	598/SSD/24	LEATHER SCRAP	Kgs	5000.000
		TOTAL	Kgs	5000.000
27	599/SSD/24	LEATHER SCRAP	Kgs	5000.000
		TOTAL	Kgs	5000.000
28	600/SSD/24	LEATHER SCRAP	Kgs	5000.000
		TOTAL	Kgs	5000.000
29	601/SSD/24	LEATHER SCRAP	Kgs	5000.000
		TOTAL	Kgs	5000.000
30	602/SSD/24	LEATHER SCRAP	Kgs	4000.000
		TOTAL	Kgs	4000.000
31	603/SSD/24	LEATHER SCRAP	Kgs	4000.000
		TOTAL	Kgs	4000.000

Ser No.	Lot No	Type of Stores	Lot in (Kg/Nos)	Wt of Lot (In Kgs)
32	604/SSD/24	LEATHER SCRAP	Kgs	5000.000
		TOTAL	Kgs	5000.000
33	605/SSD/24	MT SCRAP	Kgs	5000.000
		TOTAL	Kgs	5000.000
34	606/SSD/24	MT SCRAP	Kgs	4000.000
		TOTAL	Kgs	4000.000
35	607/SSD/24	MT SCRAP	Kgs	4000.000
		TOTAL	Kgs	4000.000
36	608/SSD/24	MT SCRAP	Kgs	4000.000
		TOTAL	Kgs	4000.000
37	609/SSD/24	MT SCRAP	Kgs	4000.000
		TOTAL	Kgs	4000.000
38	610/SSD/24	MILD SCRAP	Kgs	4500.000
		TOTAL	Kgs	4500.000
39	611/SSD/24	MILD SCRAP	Kgs	5000.000
		TOTAL	Kgs	5000.000
40	612/SSD/24	ROD SPRING	Kgs	3500.000
		TOTAL	Kgs	3500.000
41	613/SSD/24	RUBBER SCRAP	Kgs	4000.000
		TOTAL	Kgs	4000.000
42	614/SSD/24	RUBBER SCRAP	Kgs	5000.000
		TOTAL	Kgs	5000.000
43	615/SSD/24	RUBBER SCRAP	Kgs	4500.000
		TOTAL	Kgs	4500.000
44	616/SSD/24	TEXTILE OLD	Kgs	3500.000
		TOTAL	Kgs	3500.000
45	617/SSD/24	TEXTILE OLD	Kgs	2500.000
		TOTAL	Kgs	2500.000
46	618/SSD/24	WHEEL DISC SUMO/VAN	40	176.000
		WHEEL DRUM/DISC (MG)	40	250.640
		WHEEL DRUM/DISC (TATA & ALS)	150	5929.950
		TOTAL	230	6356.590
47	619/SSD/24	WOODEN SCRAP	Kgs	3500.000
		TOTAL	Kgs	3500.000
48	620/SSD/24	WOOLEN SCRAP	Kgs	3000.000
		TOTAL	Kgs	3000.000

ONLINE E-AUCTION NO.EAAM/07-2024/1468 TO BE HELD ON 24.07.2024
Lots Lying at DISP Sub Depot, 222 ABOD, Narangi , Guwahati.
List of Non-Moving (OBE) Stores

Ser. No	Lot No	Sec/Part No	Type of Stores	Lot in Nos
1	360/DSD/24	LV7/TMB 000-542-0324-J	AMMETER	57
2	361/DSD/24	LV7/TMB 012-490-0001J	MUFFLER ASSY	19
3	362/DSD/24	LV7/TMB 4910-000194	CONNECTING ROD BRG SRT FOR BTY	8
4	363/DSD/24	LV7/TMB 0251-101-005	GLOW PLUG REGISTER	25
5	364/DSD/24	LV7/TMB 2510-000391	ARCCLARY SPRING LEAF	1
6	365/DSD/24	LV7/TMB 2520-001562	GEAR SHIFTING SLEEVE	3
7	366/DSD/24	LV7/TMB 3120-000299	SET OF MAIN BRG	11
8	367/DSD/24	LV7/TMB 327-981-0005	TAPPERD ROLLER BRG	5
9	368/DSD/24	LV7/TMB 012-420-1320J	BRAKE SHOE FRT	17
10	369/DSD/24	LV7/TMB 5930-000966	STOP LIGHT SWITCH	52
11	370/DSD/24	LV7/TMB3120-000317	BRG INTERMIATE	3
12	371/DSD/24	LV7/TMB 342-321-0212	FRT SPG LEAF 2	7
13	372/DSD/24	LV7/TMB 342-321-0216	LEAF FRT SPG 6	6
14	373/DSD/24	LV7/TMB 342-321-0213	FRT SPG LEAF 3	10
15	374/DSD/24	LV7/MAN 2510-000075	REARS SPRING LEAF 8	6.000
16	375/DSD/24	LV7/MAN 0735-320-212	SPLEAGE NEEDLE BRG	20.000
17	376/DSD/24	LV7/MAN 2530-000988	PIPE ASSY	50.000
18	377/DSD/24	LV7/MAN 2520-000379	FRT SUPPORT BKT	3.000
19	378/DSD/24	LV7/MAN 2520-000365	SLEEVE SHAFT LEAVER	20.000
20	379/DSD/24	LV7/MAN 2520-000331	SHIFT LEVER	15.000
21	380/DSD/24	LV7/MAN 2520-000299	RING SET	2.000
22	381/DSD/24	LV7/MAN 2520-000246	NEEDLE BRG	5.000
23	382/DSD/24	LV7/MAN 2520-000239	TIE ROD	2.000
24	383/DSD/24	LV7/MAN 2520-000237	THROUGH ARM RH	124.000
25	384/DSD/24	LV7/MAN 2510-001378	DOOR LOCK RH	71.000

General Terms & Conditions for Online E-Auctions by
EGBERT ANDREWS AUCTION MART, 161 Lenin Sarani, 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, Taxes, 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.

1. **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 Govtas 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** / CONCERN 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.
