# **EGBERT ANDREWS AUCTION MART**

(Premier Govt Auctioneers & Valuers)
161, Lenin Sarani, Kolkata-13, Ph: (033) 2215-1486,

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

**WILL SELL BY ONLIN E-AUCTION** 

**Under Instructions From** 

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

**Online Auction Details** 

Online Auction No: EAAM/01-2025/1568 At www.eaamindia.com

E-Auction Date & Time: On Friday the 24th January 2025 at 11 AM

Inspection: From 20<sup>th</sup> January 2025 to 22<sup>nd</sup> January 2025 (excl.Sunday/holidays)

**Seller Details** 

Seller/Stock holder: The Commandant, Ordnance Depot Kolkata.

Lots Location: TVDP/ RVDP (Salvage Sub Depot), Panagarh.

## 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 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. DOCUMENTATION REQUIRED AS PER ENVRONMENT 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.

- **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 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.
- **12. Other conditions,** amendments, additions or alterations if any will be announced before starting of online e-auction on scheduled date in the site <a href="https://www.eaamindia.com">www.eaamindia.com</a>.
- 13. 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 auction.

Bidders should inspect the lot/lots in advance at Depot location and bid in www.eaamindia.com.

### 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/01-2024/1568 to be held on 24.01.2025 Lots Lying at TVDP/RVDP (Salvage Sub Depot), Panagarh.

## **List of Unserviceable Stores**

S.No	Lot No	Stores	Qty/SRU	Weight (Kg)
1	1010/RVDP/SAL/24-25	Cover Outer 1200x20	84	4149.600
		Cover Outer 355x90x20	50	2750.000
		Cover Outer 78x15	90	810.000
		Cover Outer 1300x530x533	72	6638.400
			296	14348.000
2	1011/RVDP/SAL/24-25	Cover Outer 1200x20	20	988.000
		Cover Outer 1400x20	11	1100.000
		Cover Outer 1000x20 R18	5	205.000
		Cover Outer 750x16	13	279.500
		Cover Outer 900x16	5	149.000
		Cover Outer 165x80	12	96.000
		Cover Outer 78x15	120	1080.000
		Cover Outer 8.25/19/8.25x20/8.20x20	6	172.800
		Cover Outer 3.25x19/3.50x19	27	105.300
		Cover Outer 175R 14C/16R 14C/185R 14C/175x65/185x65	17	115.600
		Cover Outer 10x16.5	11	211.200
		Cover Outer 195x70/195x65/215x75 R15	5	52.500
		Cover Outer 235x70/235x60/235x75	40	584.000
		Cover Outer 7.50x20	7	156.100
		Cover Outer 900x20	35	969.500
		Cover Outer 1500x21	4	236.000
			338	6500.500

S.No	Lot No	Stores	Qty/SRU	Weight (Kg)
3	1012/RVDP/SAL/24-25	Textile Old	-	1900.000
4	1013/RVDP/SAL/24-25	Textile Old	-	2200.000
5	1014/RVDP/SAL/24-25	Fire Extinguisher all type	375	1922.400
6	1015/RVDP/SAL/24-25	Mild Steel	-	4950.000
7	1016/RVDP/SAL/24-25	Mild Steel	-	5000.000
8	1017/RVDP/SAL/24-25	Mild Steel	-	4900.000
9	1018/RVDP/SAL/24-25	Mild Steel	-	4000.000
10	1019/RVDP/SAL/24-25	Mild Steel	-	3300.000
11	1020/RVDP/SAL/24-25	Mild Steel	-	3800.000
12	1021/RVDP/SAL/24-25	Mild Steel	-	3600.000
13	1022/RVDP/SAL/24-25	Mild Steel	-	2500.000
14	1023/RVDP/SAL/24-25	Mild Steel	-	4800.000
15	1024/RVDP/SAL/24-25	Mild Steel	-	6500.000
16	1025/RVDP/SAL/24-25	Canvas Old	-	3300.000
17	1026/RVDP/SAL/24-25	Canvas Old	-	3100.000
18	1027/RVDP/SAL/24-25	Canvas Old	-	2950.000
19	1028/RVDP/SAL/24-25	MT Scrap	-	2200.000
20	1029/RVDP/SAL/24-25	MT Scrap	-	2900.000
21	1030/RVDP/SAL/24-25	MT Scrap	-	3500.000
22	1031/RVDP/SAL/24-25	MT Scrap	-	3400.000
23	1032/RVDP/SAL/24-25	Woolen Rags	-	3300.000
24	1033/RVDP/SAL/24-25	Plastic Scrap	-	1100.000
25	1034/RVDP/SAL/24-25	Plastic Scrap	-	1300.000
26	1035/RVDP/SAL/24-25	Plastic Scrap	-	1200.000
27	1036/RVDP/SAL/24-25	Cotton Rags	-	2500.000
28	1037/RVDP/SAL/24-25	Cotton Rags	-	2000.000
29	1038/RVDP/SAL/24-25	Cotton Rags	-	2200.000
30	1039/RVDP/SAL/24-25	Boot DMS	2500	2500.000
31	1040/RVDP/SAL/24-25	Boot DMS	2000	2000.000
32	1041/RVDP/SAL/24-25	Boot DMS	1900	1900.000
33	1042/RVDP/SAL/24-25	Boot DMS	1950	1950.000
34	1043/RVDP/SAL/24-25	Alternator all type	40	248.600
34	1043/1X V D F / 3AL / 24-23	Armature all type	94	404.800
		Rotary Pump/FIP	14	92.000
		Rod Spring all type	22	144.700
		Self Starter all type	58	824.500
		Pressure Plate all type	112	1242.400
		Jack all type	171	1377.600
		Foot Pump	24	57.700

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S.No	Lot No	Stores	Qty/SRU	Weight (Kg)
	1043/RVDP/SAL/24-25			
(Contd)	Water Pump	32	89.300	
		Radiator all type	17	361.300
		Transfer case/Assy Auxiliary Gear box	1	93.000
			585	4935.900
35	1044/RVDP/SAL/24-25	Wheel Disc all type	8	192.000
		Pressure plate all type	22	82.900
		Clutch plate all type	317	317.200
		Armature all type	11	20.500
		Rod Spring all type	47	637.800
		Water Pump all type	8	15.200
		Alternator all type	18	83.400
		7.	431	1349.000
36	1045/RVDP/SAL/24-25	Wheel Disc all type	111	3103.100
37	1046/RVDP/SAL/24-25	Wheel Disc all type	56	1493.000
38	1047/RVDP/SAL/24-25	Misc Scrap	-	3500.000
39	1048/RVDP/SAL/24-25	Misc Scrap	-	3000.000
40	1049/RVDP/SAL/24-25	Misc Scrap	-	3000.000
For haz Pollution	zardous items such as batter on Control Board/MOFF (Min 1050/RVDP/SAL/24-25	ies, lead, transformer oil etc, customers restry of Environment & Forest) are eligible  Misc E-Waste Scrap	egistered with for participati	the Central ion. 2500.000
		'	-	
42	1051/RVDP/SAL/24-25	Bty 12V 180AH	119	6092.800
43	1052/RVDP/SAL/24-25	Cabin Assy (ALS)	1	530.000
44	1053/RVDP/SAL/24-25	Eng Assy (TATA JD JCB)	1	362.000
		Eng Assy (SSL)	1	234.000
		Eng Assy (Motor Grader)	1	1420.000
		Eng Assy (Dozer)	5	6360.000
		Eng Assy (STLN)	3	1465.800
		Eng Assy (Scania)	3	2580.000
		Half Eng Assy (MG)	3	91.200
		Eng Assy (RE)	1	52.000
			18	12565.000
45	1054/RVDP/SAL/24-25	Lathe Machine	3	7335.000
155 ,, , 6,	Milling Machine	2	2545.000	
		-	5	9880.000
40	4055/0\/05/04:/04:05	Bucket all type	303	669.900
46	1055/RVDP/SAL/24-25	Jerrican	91	409.500
		Helmet	700	700.000
		Tank Mule	9	88.900
		Sewing Machine	3	41.000
		Coming Macrimio	1106	1000 200

Bucket all type

Jerrican

Tank Mule

Helmet

1056/RVDP/SAL/**24**-25

47

1106

159

144

465

16

784

1909.300

288.900

648.000

465.000

161.600

1563.500

S.No	Lot No	Stores	Qty/SRU	Weight (Kg)
		Bucket all type	197	399.300
48	1057/RVDP/SAL/24-25	Jerrican	70	315.000
	Helmet	800	800.000	
	Tank Mule	8	80.800	
		Sewing Machine	5	253.100
		Sewing Machine	1080	1848.200
DOCIII	MENTATION DECLIDED A	│ .S PER ENVRONMENT PROTECTION		
For haz	zardous items such as batter	ies, lead, transformer oil etc, customers istry of Environment & Forest) are eligib	registered with	
49	1058/RVDP/SAL/24-25		-	1000.000
50	1059/RVDP/SAL/24-25	Printer all type	123	1235.300
		Monitor all type	299	616.200
		Keyboard	202	101.000
		UPS all type	224	1997.000
		CPU all type	194	1325.500
		Scanner	13	57.900
		TV	1	9.100
		Information Kiosk	3	160.000
		Type Writer	5	73.000
		Laptop	6	12.500
		Photocopy Machine	17	806.300
		Projector all type	14	44.700
		Watches/Clock	1	0.600
		Computer all in one	9	60.000
		Camera	1	1.000
		Simulator	1	138.600
			1113	6638.700
51	1060/RVDP/SAL/24-25	Tentage Old	-	2200.000
52	1061/RVDP/SAL/24-25	Tin Scrap	-	3850.000
For haz	zardous items such as batter on Control Board/MOFF (Mini	S PER ENVRONMENT PROTECTION ies, lead, transformer oil etc, customers istry of Environment & Forest) are eligib	registered with le for participati	on.
53	1062/RVDP/SAL/24-25	, , , , , , , , , , , , , , , , , , ,	103	4608.800
		Bty 12V 88AH	81 21	1922.000
		Bty 12V 150AH		655.200
		Bty 12V 5AH	14 <b>219</b>	30.800
		Dtv. 42\/ 200 ALL		7216.800
		Bty 12V 200AH Bty 12V 75AH	21	102.400 546.000
		Bty 12V 79AH	167	336.600
		Bty 12V 7/9AT1 Bty 12V 30AH/34/35/40/42/45AH	34	376.000
		Bty 12V 2.5/3AH	19	31.600
		Bty 12V 120AH	8	355.200
F 4	4000/D\/DD/04\/04\05	Bty 12V 60AH	6	111.600
54	1063/RVDP/SAL/24-25	Bty 12V 130AH	40	1268.000
		Bty 12V 92AH	39	1063.200
		Bty 12V 70AH	13	257.100
		Bty 12V 100/110AH	27	837.000
		Bty 12V 32AH	56	514.000
		Bty 12V 80AH	16	336.000
EE	1064/D\/DD/SAL/94.95	Planket Old	448	6134.700
55	1064/RVDP/SAL/24-25	Blanket Old	1500	2400.000

# 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 form 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 presumped 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.

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