

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 AUCTION
Under Instructions From
The MGAOC, HQ Eastern Command, Fort William, Kolkata-21
Online Auction Details

Online Auction Nos:

EAAM/11-2022/1289 : TVDP & RVDP Panagarh (RVP Panagarh)

EAAM/11-2022/1290 : Det UVP 3 Corps OMC Rangapahar, Nagaland

EAAM/11-2022/1291 : Det UVP 57 Mtn DOU, Masimpur, Assam

E-Auction Date & Time:On Monday the 28th November 2022 at 11 A.M.

Inspection : Upto 26.11.2022

Seller Details

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

**Lots Location : TVDP & RVDP Panagarh , UVP 3 Corps OMC Rangapahar,
Dimapur, Nagaland & Det UVP 57 Mtn DOU, Masimpur, Assam**

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, 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 online by RTGS/NEFT to the auctioneer** 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. 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 e-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 auction.

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

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
Account Type	Current Account
Account No.	2611732400
Name of the Company	EGBERT ANDREWS AUCTION MART

Online Auction No.: EAAM/11-2022/1289 to be held on 28th November 2022

Lots Lying at TVDP & RVDP Panagarh (RVP Panagarh)

S/ No	Lot No	Type of Veh	Veh BA No	Chassis No	Eng No	Qty	CI
1	279/RVDP/ RVP/22-23	MC Hero Honda	09A 061407N	MBLHA11ED89L14356	HA11EA89L20093	7	V
			09A 061403K	MBLHA11ED89L14253	HA11EA89L20239		
			99A 046226W	99B10F04969	99B10E06529		
			04A 056283E	03M13F00418	03M13E01035		
			12A 066288P	MBLHA11EMC9A00487	HA11ECC9A03017		
			12A 063135K	MBLHA11EMC9A00696	HA11ECC9A04088		
	99A 046260W	99A10F04997	99A10E07581				
2	280/RVDP/ RVP/22-23	MC Hero Honda	03A 055268L	02M13F01615	02M13E04024	1	V
3	281/RVDP/ RVP/22-23	MC Hero Honda	12A 063218Y	MBLHA11EMC902498	HA11EC9A08805	3	V
			04A 056378E	03G13F02420	03G13F06902		
			04A 056200X	03M13F00446	03M13E00933`		
4	282/RVDP/ RVP/22-23	MC Hero Honda	95A 44924M	95B10F01631	95B10E03862	1	V
5	283/RVDP/ RVP/22-23	MC Hero Honda	96A 45261A	96B10F03469	96B10E07439	1	V
6	284/RVDP/ RVP/22-23	MC Hero Honda	03A 055964N	02M13F01638	02M13E01680	2	V
			12A 063408M	MBLHA11EMC9A-00571	HA11ECC9A-03426		
7	285/RVDP/ RVP/22-23	MC Hero Honda	12A 064955L	MBLHA11EMC9A01064	HA11ECC9A05855	2	V
			12A 064962P	MBLHA11EMC9A01045	HA11ECC9A05636		
8	286/RVDP/ RVP/22-23	MC Hero Honda	12A 066296W	MBLHA11EMC9A00549	HA11ECC9A03617	1	V
9	287/RVDP/ RVP/22-23	MC Hero Honda	12A 064149X	MBLHA11EMC9A09484	HA11ECC9A25440	3	V
			12A 064959P	MBLHA11EMC9A01071	HA11ECC9A05892		
			12A 065777W	MBLHA11EMC9A01584	HA11ECC9A06638		
10	288/RVDP/ RVP/22-23	MC Hero Honda	99A 46261N	99B10F04999	99A10E18143	2	V
			12A 065002E	MBLHA11EMC9B03346	HA11ECC9B10040		
11	289/RVDP/ RVP/22-23	MC Hero Honda	12A 066300Y	MBLHA11EMC9A00710	HA11ECC9A03790	2	V
			96A 45169Y	96B10F03029	96B10E08093		
12	290/RVDP/ RVP/22-23	MC RE 350CC	12A 066487E	ME3U3K5COCG164681	U3K5COCG164681	1	V
13	291/RVDP/ RVP/22-23	MC RE 350CC	02A 051570E	2B599851A	IB433208K	1	V

S/ No	Lot No	Type of Veh	Veh BA No	Chassis No	Eng No	Qty	CI
14	292/RVDP/RVP/22-23	Maruti Alto	08B 100874X	MA3EYD81S01259489x J8	4261091	1	V
15	293/RVDP/RVP/22-23	Car Ambassador	04B 088066K	AGD878845	3ELFD081108	1	V
16	294/RVDP/RVP/22-23	Car Indigo (TATA) (Without Two Tyre)	08B 098850H	607106BRZP24271	475TDT14BRZP20181	1	V
17	295/RVDP/RVP/22-23	Matador (Mini Bus)	97P 11231K	T51001947H97	D01004121	1	V
18	296/RVDP/RVP/22-23	TATA Sumo Amb	01K 006940Y	385051CYZ906382	483DLTC50NWY710521	1	V
19	297/RVDP/RVP/22-23	TK Swaraj Mazda	98D 113609P	VDWEL4GM0041985	SLCDV34625	1	V
20	298/RVDP/RVP/22-23	Eicher Canter	95D 100230X	4EC50332989	150325498	1	V
21	299/RVDP/RVP/22-23	TK 10 Ton KRAZ	94E11234W	733540	25297248	1	V

Online Auction No.: EAAM/11-2022/1290 to be held on 28th November 2022

Lots Lying at Det UVP 3 Corps OMC, Rangapahar, Dimapur

S/ No	Lot No	Type of Veh	Veh BA NO	Chassis No	Eng No	Qty	CI
1	390/RVDP/UPV 3 CORPS OMC/22-23	MC Hero Honda	12A 063415W	MBLHA11EML9A00624	HA11ECC9A03983	1	V
2	391/RVDP/UPV 3 CORPS OMC/22-23	MC Hero Honda	MN 01H 6160	99C12F07074	99C10E13740	1	V
3	392/RVDP/UPV 3 CORPS OMC/22-23	MC Hero Honda	12A 063257A	MBLHA11EMB9M07235	HA11ECB9M25958	1	V
4	393/RVDP/UPV 3 CORPS OMC/22-23	MC Hero Honda	12A 063326P	MBLHA11EMC9A02610	HA11ECC9A09067	1	V
5	394/RVDP/UPV 3 CORPS OMC/22-23	MC Hero Honda	12A 063351W 12A 063236W	MBLHA11EMC9A02126 MBLHA11EMB9M07141	HA11ECC9A07845 HA11ECB9M25795	2	V
6	395/RVDP/UPV 3 CORPS OMC/22-23	MC Hero Honda	MN01H6162	99C12F06139	99C10E12169	1	V
7	396/RVDP/UPV 3 CORPS OMC/22-23	Ly 5/7.5 Ton ALS	07D 173117K 07D 175679N 05D 165332N 03D 152072M	STLN37234VFJ0207 STLN39258VFJ1107 STLN30147VFJ0805 STLN19205VFJ0203	PFH429794 WPH484912 PDH323074 VSH106139	4	V
8	397/RVDP/UPV 3 CORPS OMC/22-23	Ly 5/7.5 Ton ALS	05D 165395L 06D 171972N 03D 156437L 04D 161645M	STLN30190VFJ0805 STLN36349VFJ0906 STLN22266VFJ1203 STLN26750VFJ1004	NDH325511 BFH373232 CVH233488 LWH282799	4	V
9	398/RVDP/UPV 3 CORPS OMC/22-23	Ly 5/7.5 Ton ALS	07D 174598A 04D 161565K 04D 157970K 06D 172074A	STLN38490VFJ0907 STLN26725VFJ1004 STLN23562VFJ0204 STLN36447VFJ1006	YPH471076 NWH275554 BFH371619 CFH364285	4	V
10	399/RVDP/UPV 3 CORPS OMC/22-23	Ly 5/7.5 Ton ALS	03D 156309H 04D 158059A	STLN22113VFJ1203 STLN23831VFJ0304	DVH232268 VWH254286	2	V
11	400/RVDP/UPV 3 CORPS OMC/22-23	Ly 5/7.5 Ton ALS	04D 158871A	STLN24394VFJ0404	TWH261915	1	V
12	401/RVDP/UPV 3 CORPS OMC/22-23	Ly 5/7.5 Ton ALS	11D 185714H 07D 174479W	STLN47324VFJ0211 STLN38374VFJ0907	YBH680974 YPH469340	2	V

S/ No	Lot No	Type of Veh	Veh BA NO	Chassis No	Eng No	Qty	CI
13	402/RVDP/UPV 3 CORPS OMC/22-23	Ly 5/7.5 Ton ALS	06D 169391K	STLN33933VFJ02-06	FDH353067	1	V
14	403/RVDP/UPV 3 CORPS OMC/22-23	TATA SUMO (VICTA)	10B 107554K	MAT446330A9F18859	483DLTC55FZY710740	1	V
15	404/RVDP/UPV 3 CORPS OMC/22-23	TATA SUMO (VICTA)	10B 107297W	MAT446330A9E18282	483DLTC55EZY710331	1	V
16	405/RVDP/UPV 3 CORPS OMC/22-23	M/Gypsy 413W (H/T)	94B 58621W	161626	210319	2	V
			03B 085804W	MG71IN218613	G13BBN545004		
17	406/RVDP/UPV 3 CORPS OMC/22-23	M/Gypsy 413W (S/T)	09B 103375E	MA5EGF41S00245416 B9	G13BBN482177	1	V
18	407/RVDP/UPV 3 CORPS OMC/22-23	Maruti Van Omni	04B 087929A (AS 097957)	ST91IN560285	F8BIN2407629	1	V
19	408/RVDP/UPV 3 CORPS OMC/22-23	Maruti Van Omni	05B 069368L	ST91IN560211	4952466	1	V
20	409/RVDP/UPV 3 CORPS OMC/22-23	Maruti Van Omni	05B 089377K	ST91IN622495	N4830973	1	V
21	410/RVDP/UPV 3 CORPS OMC/22-23	Tk 2.5 Ton TATA	09C 087027P	LPTA32206VFJ1209	90K62804179	3	V
			04C 072575P	LPTA16885VFJ0804	40D62329384		
			11C 091238P	LPTA36784VFJ0511	11C63113712		
22	411/RVDP/UPV 3 CORPS OMC/22-23	Tk 2.5 Ton TATA	05C 076075P	LPTA20496VFJ0505	50C62397263	1	V
23	412/RVDP/UPV 3 CORPS OMC/22-23	Tk 2.5 Ton TATA	03C 067989M	LPTA12742VFJ06-03	30B62259999	2	V
			08C 083619H	LPTA28733VFJ02-08	70M62632441		
24	413/RVDP/UPV 3 CORPS OMC/22-23	Tk 2.5 Ton TATA (Chasis Crack)	05C 076050E	LPTA20471VFJ0505	50A62382667	1	VI
25	414/RVDP/UPV 3 CORPS OMC/22-23	Bajaj Auto Rickshaw	99A 51144P	24FB EJ92729	24MBEJ81970	1	V
26	415/RVDP/UPV 3 CORPS OMC/22-23	Tractor Escort 440	G440A09470	3484331	E327324216G	1	V
27	416/RVDP/UPV 3 CORPS OMC/22-23	Water Tlr 1000 Ltr	86S 10478P	515TITW863659	-	1	V
29	417/RVDP/UPV 3 CORPS OMC/22-23	TK Swaraj Mazda	98D 113595K	VDWEL4GM0041995	SLCDV34588	1	V
29	418/RVDP/UPV 3 CORPS OMC/22-23	TMX 20	03D 153821P	IAL160	SID10H1498	3	VI
			07R 008149K	IAL26	14697		
			0202-0017	0017	521713279		

Online Auction No.: EAAM/11-2022/1291 to be held on 28th November 2022

Lots Lying at Det UVP 57 Mtn DOU, Masimpur, Assam

S No	Lot No	Type of Veh	Veh BA NO	Chassis No	Eng No	Qty	CI
1	51/RVDP/UPV 57 DOU/22-23	MC RE 350CC	12A 066393Y	ME3U3K5COCF157471	U3K5COCF157471	1	V
2	52/RVDP/UPV 57 DOU/22-23	MC Hero Honda	12A 063271N	MBLHA11EMC9A02574	HA11ECC9A08731	1	V
3	53/RVDP/UPV 57 DOU/22-23	MC Hero Honda	99A 046222M	99A10F04268	99A10E08517	1	V

S No	Lot No	Type of Veh	Veh BA NO	Chassis No	Eng No	Qty	CI
4	54/RVDP/UV 57 DOU/22-23	M/Gypsy 413W (H/T)	09B 103322A	MA5EGF41S00245524xB9	G13BBN483306	1	V
5	55/RVDP/UV 57 DOU/22-23	M/Gypsy 413W (H/T)	03B 085934N	MG71IN218605	G13BBN143838	1	V
6	56/RVDP/UV 57 DOU/22-23	TK 2.5 Ton TATA	09C 086524X	LPTA31552VFJ0809	90C62741417	1	V
7	57/RVDP/UV 57 DOU/22-23	TATA 407 Canter	93C 66249N	357010F93801431	497SP21F93702196	1	V
8	58/RVDP/UV 57 DOU/22-23	Ly 5/7.5 Ton ALS	03D 150547M	STLN18068VFJ12-02	ZMH208093	2	V
			05D 166372A	STLN31166VFJ10-05	PBH323078		

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, 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.
