

AUCTIONEERING AGREEMENT

An agreement made this dated _____ between the President of Pakistan (hereafter referred to as Government which expression shall be deemed to include his successors and assigns, unless the context requires a different constructions) of the one part _____ and _____ Company _____ Government _____ Auctioneer _____ Government _____ Auctioneer, Address _____ to carrying of business as auctioneer under the style and name of _____ whose proprietary rights are vested in the above firm whose partners are deemed to include his heirs, legal representative and permitted assigns (unless the context shall require a different construction of the other parts).

WHEREBY IT IS AGREED AS FOLLOWS:-**1. Sales area and extent of Sales**

The Auctioneer is from the _____ (or until this agreement shall be determined previously and shall conduct sale by public auction of such property belonging to the Government as Garrison Commander Peshawar (here-in-after called Gar Comd which expression shall include his duly authorised agents where the context so admits) may from time to time at his discretion entrust to him for disposal auction at any Garrison Headquarters Peshawar (here-in-after called Gar HQ) within the marginally noted area. The auction shall be conducted by the Auctioneer personally or one of his permanent staff unless the sanction in writing has been obtained from the Garrison Commander Peshawar or some else to conduct it. All such auctions shall also be attended by the Commander or his duly authorized officer.

2. Sales Advertisement

The Auctioneer shall advertise the details of the auction entrusted to him in two leading newspaper (One English and other local leading Urdu newspaper) as directed and notified by Garrison Headquarter Peshawar and by other methods like hand bills / beat of drums etc to ensure the publicity of auction.

While advertising the auction sale in the newspaper in addition to the other information he will ensure that following special conditions are also advertised under same column:-

- a. No smoking except in the smoking area for the public will be allowed inside and no match box / lighter will be carried inside Govt installations.

Contd on Page.....02

- b. Govt Depot / Installations security, Admission exit and other orders will be strictly observed by all during the period on auction. Under no circumstances any body will proceed to any area other than the auction areas as specified on the day of auction.
- c. S.O I/C Fur or his representative will have the right to restrict any entry into the installation of any person without assigning any reason.

3. Conditions of the Sale Determined by Whom

The auctioneer shall conduct all sales entrusted to him subject to the terms of this agreement and the conditions of sales set out in "THIRD SCHEDULE" hereto and to such additional conditions as may be prescribed from time to time by the Comd. He shall announce in

English, Urdu and local Pakistan modern languages and well known conditions of the sale to all intending purchaser before the auction sale. The place where and time when will be determined by the Garrison Commander Peshawar. The auctioneer shall auction the goods in LOTS in accordance with the lists supplied by the Garrison Headquarter. When the Garrison Headquarter or his authorised representative reserve price the auctioneer cannot sell under that price.

4. Collection of Earnest Money

The auctioneer shall on the fall of the hammer collect from the bidder for each accepted bid (including bids accepted subject to approval twenty five percent of the bid as evidence of his good faith. If the bidder falls unconfirmed his bid by the payment of earnest money the bid shall be forthwith cancelled and the lot reauctoned. So all the auctioneer finally accepts bid without earnest money, he shall be liable to pay an equivalent amount to the Garrison Headquarter or his local representatives, This is without prejudice to aby of the remedy the Government may have on account of such breach.

5. Collection of Sale Proceeds

At the close of the auction or at the close of each day's sale when the auction is not completed in on day, the Auctioneer shall furnish the Gar HQ or his Rep: with a list of accepted bids and with such further information concerning the sale and purchases as may be required. The earnest money received by the auctioneer shall be deposited by him on the

same day or the next working day into a Govt Treasury within Pakistan against the receivable orders/Treasury Challans if so required.

6. Lots Accepted on the Spot

The balance of the value of bids accepted on the spot shall be collected by the Auctioneer within six days of the date of auction and deposited on the next working day into Gov Treasury on MRO/Treasury Challans to be issued by the Garrison Headquarters Peshawar or his Representative: or by stock holder if so required.

The auctioneer will issue delivery Note to the purchaser in respect of only those stores against which total sale amount has been received and deposited into the Govt Treasury by him. A delivery note issued by the Auctioneer in respect of each sold lot will contain relevant date of the store i.e Lot No, Nature of stores, name of purchaser, amount for which sold and the advance money realised on the day of auction. On production of this documents supported by the documentary evidence to the effect that the full amount against that particular lot has been deposited by the auctioneer into the Government Treasury, the sold store may be delivered to the purchase by Garrison Headquarters / or his representative / stock holder.

7. Lots Subject to Approval of Garrison Commander Peshawar or his Representative

In the case of lots where bids have been kept open for decision by Garison Headquarters or his Representative: the auctioneer shall collect and deposit the sale proceeds within six days from the date of intimation of such acceptance Receivable Order / Treasury Challans to be issued by the Garrison Headquarters Peshawar or his Representative: if so required.

Only the highest bid will be accepted subject to confirmations the auction supervising of bidder.

Note: The time limit specified in the above clause shall be compulsive of Sunday and public holidays.

If the auctioneer negligently fails to complete payment as aforesaid with the specified period he shall be liable to pay the Gar HQ or his Rep. interest at the rate of one percent for each calendar month or part of a month during which this payment is in arrears. This is without prejudice to the rights of Govt: to prosecute the auctioneer for criminal misappropriation or misappropriation or his breach of trust and to terminate his contract.

8. Auctioneers Commission and Modes of Payment

The auctioneer's commission will be determined by the Gar HQ or his Rep. and deducted from the proceeds of sale and the balance shall be deposited by the Auctioneer into the Govt: Treasury/Bank as in Clause-5 above on a Receivable order issued by the Gar HQ or his Rep.

The auctioneer shall be only entitled to commission on the total proceeds or sale at the rate specified in the first Sch: hereto provided always that when a bid has been accepted but the earnest money has been forfeited to Govt as a result of non-completion of payments the auctioneer shall be entitled to his commission on the amount of earnest money credited to Govt. The Auctioneer shall not be entitled to any commission on any lot not sold provided always that any past auction sale effected by the auctioneer within twenty days following that last date of auction of any lot which has been offered at such auction will be regarded as a sale at that auction and the auctioneer shall be entitled to commission thereon as aforesaid.

9. Auctioneer Shall not Bid

The auctioneer shall not either himself or through any person for or purchase any lot at any auction sale to be conducted by him under the agreement.

10. Security and condition of Forfeiture

As security for the due fulfillment by the auctioneer of all his obligations under the presents the auctioneer has deposited with Gar Comd Rs. 6,000/- (Rupees Six Thousand Only) in the form specified in the Second Schedule hereto. The security deposit will however held good for sale proceeds upto Rs. 1,00,000/- (Rupees One Lac) per month. If the actual sale proceeds exceeds this amount the Gar Comd at his discretion call for further deposit at the rate of Rs. 100/- (Rupees One Hundred) for each additional Rs. 1,000/- (Rupees One Thousand) thereof.

In the event of non fulfillment by the auctioneer of any of his obligations under these presents and/or where any sum of money is recoverable from any payable by the auctioneer under this contract Govt: shall without prejudice to any other remedy be entitled to appropriate the said security deposit. In whole or in part and to sell or cancel any security which may be done by notice in writing by the Comd or his authorised Rep: addressed to the Auctioneer which notice shall be accepted by the auctioneer as a valid exercise of the power preserved to the Govt: under this clause. After the expiry of this agreement and its due

performance by the auctioneer and on the permission by him. No demand certificate and on the Gar HQ clarifying that nothing is due from Auctioneer and security shall be returned to him in full or less the forfeiture made hereunder, provided always that claim shall be against Govt: in respect of interest thereon or for any loss due to calculation thereof while in the custody of Govt.

11. **TERMINATION OF CONTRACT**

The Gar Comd or his authorised Rep: shall be entitled by writing under his hand address to the auctioneer to terminate this agreement giving one month's notice without assigning any reason or at any without previous notice in the event of the auctioneer not conducted business in the entrusted to him to the entire satisfaction of the Comd to which his decision shall be final or in the event of auctioneer being adjudicated insolvent or in applying to any court to be declared insolvency of compounding with his creditors. This agreement shall also be terminated by the auctioneer at any time by giving on month previous notice in writing signed by him to the Comd. In the event of termination of this agreement the said deposit of Rs. 6,000/-shall be dealt with under the conditions of clause B (ii). The decision of Comd as to whether the security in whole or in part has to be forfeited on account of the termination of the contract shall be final and shall not be questioned by the auctioneer.

In the event of the death during the period of the contract of proprietor or any of the partners as aforesaid or the dis-solution the partnership the contract from such date as may be specified by and no claim for compensation on account of loss or any other grounds, whatsoever shall be against the Gar Comd until the consequence of such termination of the contract. Unless and until the contract is so specify terminated by the Gar Comd contract shall subject to all the and conditions continue to be operative.

The legal successors to the deceased, his co-owner or copartner shall intimate the Gar Comd the fact of the death or the proprietor or any of the partner, alongwith authentic proof of such death within one week after the date of event.

12. **CARE OF THE STORES**

If any of the stores for auction are on the auctioneer, the auctioneer will be responsible for their safe custody caused to such goods while in his custody.

Contd on Page.....06

In any dispute of difference shall arise touching the meaning or effect of these presents or in any way connected with or arising out of the same and the settlement of which is not herein before expressly provided for the same shall be referred to the GHQ, QMG's Branch Rawalpindi for decision and his decision shall be final and legally binding on both parties for this agreement.

Any bribe, commission, gifts or advantages given promised or offered by or on behalf of the Auctioneer or his partner/Agents or servants/or any one on his or their behalf whether with or without the knowledge or the Auctioneer to any officer, servant, Rep: or Agent of the Govt/and/or to any bidder or legal likely purchaser in relation to the obtaining of any other agreement with the Gar HQ Psc shall in addition to any criminal liability which they may in our, subject the Auctioneer, to the cancellation of the agreement and also to payment to the Govt: of any loss resulting from such cancellation.

In witness hereof the parties hereto have set their respective hands the first before writing.

Signature of Auctioneer with Stamp

Signature of Officer Auth by Accepting
Officer

Signature of Witness

Name: _____

Address _____

THIRD SCHEDULE

1. Subject to realization of Reserve Price where the same have been by the Gar HQ all sales shall be made to the highest bidder. In the event of any dispute between the bidders and the dispute shall be demanded by the officer superintending the sale and the lot or lots in question reauctoned at his discretion.
2. The auctioneer may in consultation with the officer the Gar Adm Comd authorised superintending the auction refuse to accept the bidding of any person or persons without designing any reason.
3. **Payment of Accepted Bids**
 - a. Cash payment of 25 (twenty five) percent of the amount of bid shall be made as arnest money on the fall of the hammer, the balance of the purchase price shall be paid within 6 (six) working days.
 - b. The auctioneer, may without assigning any reason earnest money, higher percentage upto the full amount of the bid immediately after a lot is knocked down. In doing so he will consult the officer of the office of Gar HQ superintending the sale.
 - c. In the event of failure to complete the payment within the time specified the sale relating to such lot or lots will be cancelled and the earnest money, in full, shall be forfeited to Government.
4. The whole of the lot or lots shall be taken form the site of accumulations with all faults and errors in description or otherwise quantities, qualities sixes, measurements, number and weights as stated in the list which are approximate and stores are soled on the assumption that the bidders first inspected them or not: when lots are sold by weight or number only the actual quantity supplied bill be charged for no complaints will be entertained.

In the event of the whole or part of a lot or lots have not been delivered to the purchaser for any cause, whatsoever, the whole Gar by proportionate amount of the purchase money. Non be refused at the discretion of the Gar Comd or his representative. No claim other than one or a proportionate refund the value of the undelivered quantity will be entertained.

At the close of each days sale the bidders shall obtain receipts for all money paid from the auctioneer.

5. Re-sale will not be recognized and delivery orders will be made out in name of the actual purchasers only.

Should the original buyer wishes to take delivery of the stores purchased through the medium of a representative he must be authorized the latter to do so by a letter of authority which shall be presented to the officer in whose charge the stores are hold but delivery by proxy will be at the purchasers sole responsibility and risk and no claim shall lie against Govt on any account whatsoever if delivery is effected to wrong person.

6. All the lots paid for must be removed at the buyers expense within fifteen full working days of the date of sale or such period as may be decided at the time of sale. If any lot or lots or any portion thereof be not recovered within time specified. They will be reauctoned at the original bidders risk and expensed and or at the option of the Gar Comd.

7. In charge in respect of room spce of 7% per diem on the original space of each lot or lots or any portion thereof remaining unlearned will be made until date or resale or final removal inclusive and such charge shall be paid by the buyer (Orginal bidder) before the lot or lots or any portion thereof are removed. The earnest money paid as forfeited to Govt, at the Comd or his srep and in addition thereto all charges and expenses payable to Govt under this shall be recovered from and out of the purchase money already paid on account of such lot or lots over and above the earnest money paid under Clause – III (a) above.

8. 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 Gar comd or his Rep may at his own option arrange to make good such damage and the buyer shall pay the same demand.

9. In the event of the auctioneer being of opinion that bidder are forming raig and fair prices are not being realized for stores offered in auction the auctionbeer may stop the sale with the consent of the officer supervising the sale.

10. The Govt reserves the right to require that the highest bid received for a particular item or items sbe referred to the Gar HQ for final auction, where or if this is considred necessary.

11. The Gar HQ reserves the right of withdrawing form the sale any lot or lots advertised in the lisat prior to the acceptance of any bid for such lot / lots at an auction without assigning any reasons.

SPECIAL CONDITION IF ANY TO PAFW - 2423

Signature of Auctioneer with Stamp

Signature of Officer Auth by Accepting
Officer