

GOVERNMENT LOGISTICS DEPARTMENT (GLD)

NOTICE OF AUCTION

1. An auction for sale of goods and materials will be held by an auctioneer (the Auctioneer) appointed by Government Logistics Department (GLD) at the Conference Room on M/F of the Government Logistics Centre, 11 Chong Fu Road, Chai Wan, Hong Kong at 10:30 a.m. and on the date specified in the auction list attached hereto (the Auction List).
2. Bidders will need to register and sign a record of attendance at the above location prior to attending the auction. Registration will be made on the auction day starting from 9:30 a.m. Each bidder, upon registration, will be allotted a registration number. If bidders choose to register with GLD before the auction day, they can approach the above location during normal office hours (i.e. 8:45 a.m. to 5:15 p.m. on weekdays except public holidays). Bidders already registered with GLD prior to the auction day are still required to sign a record of attendance before attending each auction. The personal data provided for registration will be used solely for auction purposes.
3. Car parking is not available at the Government Logistics Centre, and the nearest commercial carpark is at Heng Fa Chuen. Each bidder must produce for registration his/her Hong Kong Identity Card or passport and residential proof showing his/her residential address in Hong Kong. For registration under the name of an entity (corporate or unincorporated), the bidder must produce its Business Registration Certificate and authorization letter authorizing the representative concerned to act on its behalf. The bidder will be given a bidding paddle bearing the registration number of the person/entity. Admission to the auction will be confined to one bidding paddle for one person/entity only. The bidding paddle should be used by that particular bidder for bidding and identification purposes. The bidding paddle is not transferable.
4. No smoking, eating, drinking or activities unrelated to the auction are permitted at the auction venue.

Terms and Conditions of sale

1. The goods listed in the Auction List will be available for inspection at the Location specified therein (the Location) from 9:00 a.m. to 12:30 p.m. and 2:00 p.m. to 4:00 p.m. on Tuesday and Wednesday. It is the duty of the bidders to inspect the goods. Each bidder will be deemed to have inspected the goods and acknowledged the condition of the goods even if he has not made any inspection of goods for whatsoever reason (including the inability to procure an Auction List). Bidders will be deemed to have knowledge of all matters which they could reasonably have been expected to find out by the exercise of reasonable due diligence.
2. All goods are confiscated under the Laws of Hong Kong, or are surplus Government stores or are unclaimed property. These goods are sold with all faults and imperfections, and errors of description in the Auction List. Illustrations in the Auction List are for general identification only. Bidders should satisfy themselves prior to the auction as to the condition of the goods. Any statement by the Auctioneer as to the goods is a statement of opinion only and every bidder should rely on his own judgement as to all matters affecting the goods. Neither the Government nor the Auctioneer, their servants or agents is responsible for errors of description in the Auction List or for the authenticity of the goods or for any misstatement as to any matters affecting the goods. Neither the Government nor the Auctioneer, their servants or agents makes or gives, nor any person in the employment of the Auctioneer any authority to make or give, any representation or warranty in relation to the goods and any implied conditions or warranties relating to the quality and/or fitness for purpose of the goods or any of the goods are excluded.
3. (a) Bidders should note that a sale by auction is complete when the Auctioneer announces its completion by the fall of the hammer, or in any other customary manner. The person who makes the highest bid accepted by the Auctioneer shall be the buyer. After the conclusion of the relevant session of the auction in which the lot was sold, the buyer shall pay the full purchase price either by EPS, crossed cheque made payable to the Government Logistics Department or cash by 5:00 p.m. on the auction day.
(b) (i) If the buyer chooses to pay the purchase price by EPS or crossed cheque, he/she shall make payment to the GLD Shroff Office on M/F of the Government Logistics Centre. Upon payment by EPS or crossed cheque, the buyer will obtain a GLD receipt.

- (b)(ii) If the buyer chooses to pay the purchase price in cash, he/she shall make payment to either the GLD Shroff Office on 10/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong or the Hongkong and Shanghai Banking Corporation Limited against the bank account number 004-004-004438-001. For payment to the GLD Shroff Office, the buyer will obtain a GLD receipt. For payment to the Hongkong and Shanghai Banking Corporation Limited, the buyer will obtain a bank pay-in slip. The buyer will then produce the bank pay-in slip to the GLD Shroff Office on M/F of the Government Logistics Centre by 5:00 p.m. on the auction day and obtain a GLD receipt.
- (c) Time for payment is of the essence. The goods shall be at the buyer's risk from the fall of the hammer and must be paid for in full before property in the goods passes to the buyer. If payment is made by crossed cheque, the crossed cheque must be made good before property in the goods passes to the buyer.
4. A release note will be issued by the Government Logistics Department upon production of the GLD receipt within seven (7) days from the auction day. If payment is made by crossed cheque, a release note will be issued upon proper clearance of the cheque which will normally take two (2) working days. The buyer shall collect the goods from the Location by the time and date specified in the Auction List. Time of collection of goods is of the essence.
5. If the full purchase price is not paid for in full in accordance with Condition 3, or the goods not collected in accordance with Condition 4, the Government shall, in its absolute discretion, and without prejudice to any other rights which the Government may have, be entitled to exercise any one or more of the following rights or remedies:
- (a) to proceed against the buyer for damages for breach of contract;
 - (b) to rescind the sale of that or other lot sold to the defaulting buyer at the same or any other auction;
 - (c) to apply any payments made by the buyer as part of the purchase price or otherwise towards any costs or expenses incurred in connection with the sale of the lot;
 - (d) to resell the lot or cause it to be resold by public auction or private sale. The defaulting buyer shall then pay to the Government any resulting deficiency in the purchase price at the first auction after deduction of any part payment and addition of resale costs. Any surplus shall belong to the Government;
 - (e) to remove, store and insure the lot at the expense of the defaulting buyer;
 - (f) to retain that or any other lot sold to the same buyer at the same or any other auction and release it only after payment of the purchase price;
 - (g) to reject or ignore any bids made by or on behalf of the defaulting buyer at any future auction;
 - (h) to exercise a lien on any property of the defaulting buyer which is in the Government's possession for any purpose.
6. When the goods of a dutiable nature are offered for sale, the amount of duty payable before the goods can be released to the successful bidder will be indicated on the Auction List and the goods will only be sold to persons in possession of a valid licence to trade in the particular commodity.
7. **M List**
- (a) Without prejudice to the generality of Condition 2 hereof, motor vehicles are sold as they are and with no warranty that they comply in any respects with the provisions of any enactment relating to the construction and use of vehicles. The successful bidder acknowledges that all the vehicles shown and identified by "M" in the Lot No. of the Auction List are phased out vehicles belonging to Government or subvented public organizations and these vehicles sold by auction may not be registered or licensed for use in Hong Kong under the Road Traffic (Registration and Licensing of Vehicles) Regulations, Chapter 374 unless the vehicles conform to the emission requirements for newly registered vehicles as stipulated in the Air Pollution Control (Vehicle Design Standards)(Emission) Regulations and Noise Control (Motor Vehicles) Regulation and are repaired, type approved, as required and certified to be roadworthy by the Transport Department at the successful bidder's expense, and in such case unless otherwise specified in the auction list, the successful bidder shall pay the necessary first registration tax, which is to be determined by the Transport Department. For the bidder's information, the first registration tax is calculated as "C.I.F. value x (1 - depreciation rate) x taxable rate" and is subject to revision.
 - (b) Registration numbers of the vehicles are for identification purposes only and will not be transferred to the successful bidder.

- (c) Nothing shall be removed from the vehicles by the successful bidder whilst the vehicle remains at the Location.

8. **C List**

- (a) Without prejudice to the generality of Condition 2 hereof, motor vehicles are sold with no warranty that they comply in any respects with the provisions of any enactment relating to the construction and use of vehicles. The successful bidder acknowledges that all the vehicles shown and identified by “C” in the Lot No. of the Auction List are confiscated vehicles and these vehicles may be registered and licensed provided the successful bidder is able to satisfy the Commissioner for Transport’s requirements for such registration and licensing, including that all particulars shown on the vehicle should not have been tampered with and that the vehicle in question can pass the required inspection conducted by a Transport Department Vehicle Examination Centre. No warranty is given that the Commissioner for Transport’s approval will be given. The successful bidder is required to register the vehicle in his name to effect the change in ownership or to report destruction of the vehicle together with the necessary documents to the Transport Department in accordance with the Road Traffic (Registration & Licensing of Vehicles) Regulations, Chapter 374.
- (b) Nothing shall be removed from the vehicles by the successful bidder whilst the vehicle remains at the Location.
- (c) Registration numbers of the vehicles are for identification purposes only and may only be transferred to the successful bidder upon the transfer of ownership and the approval of the Commissioner for Transport as specified in Condition 8(a) above.

9. **UP List**

The goods shown and identified by “UP” in the Lot No. of the Auction List are unclaimed property. Conditions 1 to 6 hereof shall apply.

10. **Prevention of Bribery Ordinance (Cap 201)**

These Terms and Conditions of sale are governed by the Laws of Hong Kong. Potential bidders are reminded that they must comply fully with the provisions of the Prevention of Bribery Ordinance (Cap 201). In particular, note should be taken of Section 7 of the Ordinance, which relates to fair bidding at auctions of government and public body property. Copies of Section 7 (Bribery in relation to auctions) and Section 12 (Penalty for offences) of this Ordinance are freely available from the staff of GLD upon request.

11. **Environmental Awareness in Disposal of Stores**

The successful bidder shall at all times comply with all applicable laws, regulations, codes of practice and other similar controls and advice made or issued by the Government or any other regulatory body relating to the protection of environment (including without limitation the prevention of pollution of any land, water or air due to the release, escape or other emission of any substance including radioactive substances or the production, transportation, storage, treatment, recycling or disposal of waste or the making of noise).

12. **Government’s Right to Refuse Admission**

GLD shall have the right to, at its absolute discretion, to refuse to allow any person/entity to participate in the auction and to refuse any person admission to the auction venue.

13. **Cartel Bidding**

Bidders shall not collude with each other in their bidding or their abstention from bidding for the goods. Without prejudice to the generality of Condition 12, the Auctioneer shall have the right to refuse admission of bidders whom the Auctioneer has reasonable grounds to suspect or believe are involved in such collusion. In the event a buyer and other colluding bidders are found to be in default of this requirement, each of them shall indemnify each of the Government and the Auctioneer from and against all claims, actions, liabilities, losses (including all pecuniary and financial losses), costs and expenditures which the Government or the Auctioneer may suffer or incur arising from their default.

14. **Restriction on Assignment**

The buyer may not assign or transfer any of his rights or obligations under these Terms and Conditions of sale without the prior written consent of the GLD.

15. **Publicity and Injunctive Relief**

- (a) The successful bidder shall submit to the Director of Government Logistics for prior written approval all advertising or other publicity materials relating to the Auction or goods purchased in connection with the Auction wherein the Government's name is mentioned or language used from which a connection with the Government can reasonably be inferred or implied. The successful bidder shall not publish or use any such advertising or other publicity materials without the prior written consent of the Director of Government Logistics.
- (b) In the event of any breach or threatened breach of Clause 15(a), the Government shall be entitled, in the discretion of the Court, to an injunction to restrain the said breach or threatened breach in addition to and not in lieu of any other equitable or any legal relief including damages.

16. **Miscellaneous**

- (a) No act, failure, or partial act by the Government or the Auctioneer or any person acting for any of them shall be deemed a waiver of any of their respective rights hereunder.
- (b) References herein to a gender shall include every single gender. The singular number shall include the plural and vice versa.
- (c) In the event of any inconsistency between the Chinese version and the English version of these Terms and Conditions of sale or the Auction List, the English version shall prevail.

- Remarks:
- 1. For the purposes of these terms and conditions of sale, "working day" means any day other than a public holiday or a gale warning day as defined in section 3 and 71(1) of the Interpretation and General Clauses Ordinance, Cap. 1.
 - 2. In case a black rainstorm signal is in force or typhoon signal No. 8 or above is still hoisted before 8:00 a.m. on a scheduled auction day, the auction will be deferred to 10:30 a.m. on the following working day.

(Rev. 02/09)