

GOVERNMENT LOGISTICS DEPARTMENT (GLD)

NOTICE OF AUCTION

1. An auction of goods and materials will be held by an auctioneer (the Auctioneer) appointed by the 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. on the date specified in the auction list attached hereto (the Auction List). The auction is arranged by GLD for the sale of goods of various Government departments and/or public bodies.
2. Bidders may be individuals or entities. They (or their representatives in the case of entities) will need to register and sign a record of attendance at the above location prior to attending the auction. Any individual or any representative of an entity wishing to participate in GLD's auctions is required to register with GLD. Registration will start at 9:30 a.m. on the auction day. Each bidder, upon registration, will be allotted a registration number for taking part in all future auctions. If bidders choose to register with GLD before the auction day, they may do so at the above location during office hours (i.e. 8:45 a.m. to 5:15 p.m. on a working day). The personal data provided for registration will be used solely for auction and related purposes.
3. Each bidder acting for himself must produce for registration his Hong Kong Identity Card or passport and documentary proof showing his residential address in Hong Kong. For registration under the name of an entity (corporate or unincorporated), the representative must produce the entity's 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. The auctions are normally conducted in Cantonese. Upon request, the auctioneer can supplement in English and/or Putonghua when conducting the auction for individual items. If a bidder has such a requirement, he should approach the help desk in the waiting area before the auction by indicating the lot numbers that he is interested to bid and whether he wishes the auctioneer to supplement in English or Putonghua. Arrangements would be made as far as possible for the auctioneer to supplement in the preferred language when conducting the auction for the specified lots. During the auction, if a bidder requires any other assistance, he should raise his hand (but not the bidding paddle) or approach the staff at the auction venue for assistance immediately.
5. No smoking, eating, drinking, phototaking, video-taping or activities unrelated to the auction are permitted at the auction venue.
6. Car parking is not available at the Government Logistics Centre.

Terms and Conditions of sale

1. The goods on 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 preceding the auction day. 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 for whatsoever reason he has not made any inspection of the goods (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 the goods are confiscated under the Laws of Hong Kong, or are surplus Government and/or public bodies stores or are unclaimed property. These goods are sold with all faults and imperfections. There may be 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 judgment 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 any representation or warranty in relation to the goods and any implied conditions or warranties relating to the quality and/or fitness for the 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 bidder 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 goods were sold, the buyer shall pay the full purchase price in cash, by EPS or by crossed cheque made payable to the Government Logistics Department 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 shall make payment to the GLD Collection 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 shall make payment to either the GLD Collection 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 Collection 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 have to produce the bank pay-in slip to the GLD Collection Office on M/F of the Government Logistics Centre to obtain a GLD receipt.
 - (c) Time of 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 GLD upon production of the GLD receipt within seven (7) working days from the day following 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 the goods is of the essence.
 5. If the purchase price is not paid for in full in accordance with Condition 3, or the goods ("that lot") are not collected in accordance with Condition 4, the Government will, 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 cancel the sale of that lot or any 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 that lot;
 - (d) to resell that lot or cause it to be resold. 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 that lot at the expense of the defaulting buyer;
 - (f) to retain that lot or any other lot sold to the defaulting buyer at the same or any other auction and release it only after payment of the outstanding purchase price;
 - (g) to reject or ignore any bids made by or on behalf of the defaulting buyer at any future auction;
 - (h) to refuse admission of the defaulting buyer to the auction venue and/or debar the defaulting buyer from participating in any auction held by or on behalf of the Government until the full purchase price has been paid in accordance with Condition 3 or the goods have been collected in accordance with Condition 4, as the case may be;
 - (i) to exercise a lien on any property of the defaulting buyer which is in the Government's possession for any purpose; and
 - (j) to dispose of that lot in such manner as the Government may in its sole discretion deem fit.
 6. For goods subject to licensing requirements, they will only be sold to the holder of a valid relevant licence to trade in the particular commodity. Radio-communications transmitting apparatus will only be sold to a bidder who holds a valid Radio Dealers Licence (Unrestricted) issued by the Telecommunications Authority under the Telecommunications Ordinance, Cap 106, for export only. Each bidder must produce a copy of his licence before participating in the relevant auction. Otherwise, any bid that he may make will be rejected.

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, Cap 374E unless the vehicles conform to the emission requirements for newly registered vehicles as stipulated in the Air Pollution Control (Vehicle Design Standards) (Emission) Regulations, Cap 311J and Noise Control (Motor Vehicles) Regulation, Cap 400I and are repaired, type approved and certified to be roadworthy by the Transport Department at the successful bidder’s cost and 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 in accordance with Motor Vehicles (First Registration Tax) Ordinance, Cap 330. No representation or warranty whatsoever is given that the necessary approval or certification by the competent authority will be given for these vehicles to be registered or licensed for use in Hong Kong.
- (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 buyer whilst the vehicles remain 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 not be registered and licensed unless 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. The vehicles would also need to conform to the emission requirements, as stipulated in the Air Pollution Control (Vehicle Design Standards) (Emission) Regulations Cap 311J and Noise Control (Motor Vehicles) Regulation, Cap 400I. 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 and Licensing of Vehicles) Regulations, Cap 374E.
- (b) 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.
- (c) Nothing shall be removed from the vehicles by the buyer whilst the vehicles remain at the Location.

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. In particular, potential bidders are reminded that they must comply fully with the provisions of the Prevention of Bribery Ordinance (Cap 201), including section 7 thereof, which relates (among other things) to bidding at auctions conducted by or on behalf of the Government and/or public bodies. Copies of section 7 (Bribery in relation to auctions) and section 12 (Penalty for offences) of the Ordinance are available for free from the staff of GLD upon request.

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

In handling the goods, 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 the environment (including without limitation the prevention of pollution of any land, water or air due to the release, escape or emission of any harmful substance 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, 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 abstention from bidding for the goods. In making a bid, the bidder represents, warrants and undertakes that he has not entered into any prior agreement, arrangement or understanding or otherwise engaged in any conduct which has or is likely to have the effect of preventing or hindering competitive bidding. Without prejudice to the generality of Condition 12, the Auctioneer may evict from the auction venue bidders whom the Auctioneer has reasonable grounds to suspect or believe are in breach of this condition (“defaulting bidders”) or refuse admission of any defaulting bidders to the auction venue or otherwise prohibit any defaulting bidders from participating in an auction. Each of the defaulting bidders shall indemnify each of the Government and the Auctioneer from and against all demands, claims, actions, proceedings, liabilities, losses (including all pecuniary and financial losses), damages, costs and expenses which the Government or the Auctioneer may suffer arising out of or in relation to such breach.

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 GLD 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 GLD.
- (b) In the event of any breach or threatened breach of Condition 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, a “working day” means any day other than (i) a general holiday within the meaning of the General Holidays Ordinance, Cap 149; (ii) a gale warning day or black rainstorm warning day as defined in section 71(2) of the Interpretation and General Clauses Ordinance, Cap 1; or (iii) a Saturday.
 - 2. In case a black rainstorm signal is in force or typhoon signal no. 8 or above is hoisted at 8:00 a.m. on a scheduled auction day, the auction will be deferred to 10:30 a.m. on the following working day.
 - 3. In case a black rainstorm signal is in force or typhoon signal no. 8 or above is hoisted after the auction on a scheduled auction day, the payment deadline will be deferred to 5:00 p.m. on the following working day.