

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION**

STANDARD TERMS AND CONDITIONS OF AUCTION SALE

FOREWORD

This document issued by the GLD of the Government contains the standard terms and conditions that are applicable by express incorporation or reference to the sale of Lots through auctions held by the Government acting through GLD. The Government may issue addenda to these terms and conditions whenever necessary.

The Chinese translation of this document is for reference only. In the event of any conflict or inconsistency between the English text and the Chinese translation of this document, the English text shall prevail.

**PART I
INTERPRETATION**

In this document, unless otherwise defined or the context otherwise requires:

(a) the following expressions shall bear the same meanings as set out below:

“Auction”	refers to the auction held by the Government acting through GLD to sell the Lot(s) on the Auction Date;
“Auction Date”	means the date of the auction specified in the Auction List as the same may be deferred by the Government in accordance with Paragraph 1 of the Terms of Auction Sale;
“Auction List”	means the list(s) issued by the Government setting out the Lot(s) to be sold through the Auction which may or may not include a C List, M List, MS List and/or the UP List as may be amended by the Government from time to time;
“Auction Venue”	means the Conference Room on the Mezzanine Floor of the Government Logistics Centre located at 11 Chong Fu Road, Chai Wan, Hong Kong or other venue as the same may be changed by the Government in accordance with Paragraph 1 of the Terms of Auction Sale;
“Auctioneer”	means an auctioneer appointed by the Government for conducting the Auction;
“Bidder”	means a person who makes an offer for a Lot sold under the Auction by raising the Bidding Paddle issued to him;
“Bidding Paddle”	refers to the bidding paddle issued to a Registered Person on the Auction Date bearing the unique registration number assigned by GLD to that Registered Person;
“Buyer”	has the meaning given to the term in Paragraph 11 of the Terms of Auction Sale;

“C List”	means a list identified with the prefix “C” setting out Lot(s) comprising Item(s) which are goods confiscated by the Government under the Laws of Hong Kong;
“Contact Person”	in relation to a Lot, refers to the public officer(s) named against that Lot in the Auction List;
“Contract”	means the contract between the Government and the Buyer comprising the “Interpretation”, the “Terms of Auction Sale”, the “Terms of Auction Sale (Supplement)” (if any), the “General Conditions of Auction Sale”, the “Special Conditions of Auction Sale” (if any) and the “Auction List”;
“Defaulting Buyer”	has the meaning given to it in Clause 12.2 of the General Conditions of Auction Sale;
“Defaulting Registered Person”	has the meaning given to it in Paragraph 17.1 of the Terms of Auction Sale;
“e-waste” or “Abandoned REE”	means any electrical equipment or electronic equipment that, judging by its appearance, is an item set out in column 2 of Schedule 6 to the Product Eco-responsibility Ordinance (Cap. 603) and has been abandoned;
“Environmental Protection Department” or “EPD”	means the Environmental Protection Department of the Government;
“General Conditions of Auction Sale”	means the General Conditions of Auction Sale set out in Part III of these Standard Terms and Conditions of Auction Sale;
“Government”	means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;
“Government Logistics Centre” or “GLC”	means the Government Logistics Centre located at 11 Chong Fu Road, Chai Wan, Hong Kong;
“Government Logistics Department” or “GLD”	means the Government Logistics Department of the Government;
“Government Representative”	means: <ul style="list-style-type: none"> (a) the Director of Government Logistics; (b) the head of the Government bureau or department for which the Lot(s) are sold under the Auction List; (c) any public officer authorised by (a) or (b); and

(d) any public officer authorised by the public officer referred to (c) for the purposes of the Contract;

“Interpretation”	means this Interpretation;
“Items”	the goods comprised in a Lot specified in the Auction List, each with a unique item number assigned to it;
“Location”	means, in respect of a Lot, the location(s) from where the Lot is to be collected by the Buyer as specified in the Auction List;
“Lot”	means the aggregate quantities of one or more Items in one single lot identified by a unique Lot No. in the Auction List;
“Lot No.”	means the unique number assigned to a Lot, the Lot No. will carry a prefix “C”, “M”, “MS”, and “UP” for the Items sold under the C List, M List, MS List and UP List respectively;
“M List”	means a list identified with the prefix “M” setting out Lot(s) comprising Item(s) which are surplus stores of the Government and / or public bodies which conditions are considered unserviceable;
“MS List”	means a list identified with the prefix “MS” setting out Lot(s) comprising Item(s) which are surplus stores of the Government and / or public bodies which condition are considered used but serviceable;
“Parties” (in upper case or lower case)	means the Government and the Buyer, and “Party” (in upper or lower case) means any one of them;
“Payment Slip”	refers to the payment slip issued by the Auctioneer to the Buyer upon the completion of an auction sale in accordance with Paragraph 11 of the Terms of Auction Sale. The information contained in the Payment Slip includes without limitation the auction no., the Lot No., the purchase price, the Bidder’s no., the Auctioneer’s signature and the company chop of the Auctioneer;
“Registered Person”	a person admitted to the Registered Person List;
“Registered Person List”	refers to GLD’s list of persons approved to participate in Auctions;
“Regulated Electrical Equipment” or “REE”	refers to the equipment listed in Column 2 of Schedule 6 and defined in Column 3 of that Schedule of the Product Eco-responsibility Ordinance (Cap. 603);
“Special Conditions of Auction Sale”	refers to the Special Conditions of Auction Sale for that Lot in the Auction List;
“Terms of Auction Sale”	means the Terms of Auction Sale set out in Part II of these Standard Terms and Conditions of Auction Sale (Rev. January 2021) and the Terms of Auction Sale (Supplement) (if any) for a particular Lot in the Auction List;
“Terms of Auction Sale (Supplement)”	refers to the supplementary terms of auction sale for a particular Lot in the Auction List;

“UP List”	means a list identified with the prefix “UP” setting out Lot(s) comprising Item(s) which are unclaimed properties; and
“working days”	means Monday to Friday, other than a public holiday (as defined in the Interpretation and General Clauses Ordinance (Cap. 1) or a day on which Tropical Cyclone Warning Signal No. 8 or above is hoisted, or a Black Rainstorm Warning Signal or "extreme conditions after super typhoons" announced by the Government is/are in force, for any time during the normal business hours.

(b) The following rules of interpretation shall apply:

- (i) references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time, and shall include all subordinate legislation made under those statutes;
- (ii) words importing the singular shall include the plural and vice versa, words importing a gender shall include all other genders; references to any person shall include any individual (including sole proprietorship), firm (including partnership), body corporate or unincorporate (wherever established or incorporated);
- (iii) references to “laws” and “regulations” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity, regardless of the jurisdiction;
- (iv) a time of a day shall be construed as a reference to Hong Kong time;
- (v) references to a day mean a calendar day;
- (vi) references to a month mean a calendar month;
- (vii) references to “normal business hours” mean 0900 to 1700 hours;
- (viii) words importing the whole shall be treated as including a reference to any part of the whole;
- (ix) the expressions “include” and “including” shall be construed without limitation to the words following;
- (x) the expressions “public body” and “public officer” have the meanings given to them in the Interpretation and General Clauses Ordinance (Cap. 1). The expression “officer” has the meaning given to it in the Companies Ordinance (Cap. 622);
- (xi) references to “Cap.” mean a Chapter of the Laws of Hong Kong;
- (xii) references to “Paragraph” are to that of Part II of these Standard Terms and Conditions of Auction Sale, and references to “Clause” are to that of Part III of these Standard Terms and Conditions of Auction Sale; and
- (xiii) any act, default, neglect or omission of any employee, agent or sub-contractor of the Buyer shall be deemed to be the act, default, neglect or omission of the Buyer; agents of the Buyer shall be treated as sub-contractors of the Buyer.

PART II

TERMS OF AUCTION SALE

1. The Auction

- 1.1 An auction of the Lot(s) will be conducted by the Auctioneer on behalf of the Government at the Auction Venue at 1030 hour on the Auction Date.
- 1.2 In the event Tropical Cyclone Warning Signal No. 8 or above is hoisted, or a Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in force, for any duration between 0800 and 1030 hours on the date specified in the Auction List, the Auction will be deferred to 1030 hour on the next working day.
- 1.3 The Government reserves the right to change the Auction Venue and defer the Auction Date and time. The Government will announce any change of the Auction Venue or deferment on the websites of the Information Services Department (“ISD”) (<http://www.info.gov.hk/gia/general/today.htm>) and GLD (<http://www.gld.gov.hk/eng/auction.htm>) on the day preceding the original Auction Date specified in the Auction List.
- 1.4 In the event of blockage of public access to the Auction Venue at any time between 0700 and 1030 hours on the Auction Date, the Government will announce the cancellation of the Auction or change of Auction Venue, Auction Date and time as soon as practicable. The above announcement will be made via press releases on the websites of the ISD (<http://www.info.gov.hk/gia/general/today.htm>) and GLD (<http://www.gld.gov.hk/eng/auction.htm>).
- 1.5 The Auction is held by GLD for the sale of a Lot or the Lots of various Government bureaux and departments and/or public bodies.

2. Qualification of a Bidder

- 2.1 A Bidder must meet the following requirements to participate in an Auction:
- (a) be admitted to the Registered Person List as at the Auction Date;
 - (b) shall not be debarred by the Government from participating in the Auction as at the Auction Date; and
 - (c) shall not have committed the breach mentioned in Paragraph 4.4.
- 2.2 By entering into the Auction Venue, a Bidder, Registered Person or his authorised person will be regarded to have agreed to be bound by the Standard Terms and Conditions of Auction Sale, any other terms and conditions provided by the Government to apply to the Auction and all notice(s) published by the Government in the Auction Venue (if any).

3 Admission to the Auction Venue

- 3.1 On the Auction Date, the Registered Person or his authorised person shall present himself at the waiting area of the Auction Venue, produce his Hong Kong Identity Card or passport as his identification document for verification of the identity of the Registered Person or his authorised person and sign a record of attendance. Upon signing the record of attendance, the Registered Person or his authorised person will be provided with a Bidding Paddle bearing the registration number of the Registered Person.

- 3.2 The Registered Person shall not transfer the Bidding Paddle with which he is provided and shall be used by the Registered Person or his authorised person for bidding and identification purposes. Only a Registered Person or his authorised person holding a valid Bidding Paddle will be admitted into the Auction Venue to participate in the Auction. Attention is drawn to Paragraph 17 (Debarment).

4 Inspection

- 4.1 Unless otherwise specified in the Terms of Auction Sale (Supplement) for that Lot in the Auction List, the Lot shall be available for inspection at the Location at the following times:
- (a) any time between 0900 to 1230 hours and 1400 to 1600 hours on the Monday and Tuesday of the week in which the Auction Date falls;
 - (b) in the event either the Monday or Tuesday of the week in which the Auction Date falls is a public holiday, between 0900 to 1230 hours and 1400 to 1600 hours on the Friday preceding the week in which the Auction Date falls; or
 - (c) in the event Tropical Cyclone Warning Signal No. 8 or above is hoisted, or a Black Rainstorm Warning Signal or "extreme conditions after super typhoons" announced by the Government is/are in force, on any of the inspection day(s) specified in Paragraph 4.1(a) above or Paragraph 4.1(b) above, between 0900 to 1230 hours and 1400 to 1600 hours on the Wednesday preceding the Auction Date.
- 4.2 A person who wishes to inspect a Lot should make a prior appointment for the inspection by contacting the Contact Person on the time specified against that Lot in the Auction List in which the Lot is set out or at least one (1) working day before the proposed date of inspection. The person shall provide the Government with information on his identity, including without limitation his name, his identity card / passport number, valid business registration certificate (if applicable) and the name of the firm or body corporate or unincorporate (if applicable) before inspection will be arranged. Request for inspection may not be entertained if no prior appointment is made.
- 4.3 At the time of inspection, if so required by the Government, the person shall produce his identification document for verification and/or registration by the Government before he is allowed to carry out the inspection.
- 4.4 Any person who has taken any photograph and/or recorded any video of the Items/Lot(s) during inspection shall not be admitted to the Auction Venue on the Auction Date. Attention is drawn to Paragraph 17 (Debarment).
- 4.5 It is the duty of the Bidders to inspect the Lot(s). Each Bidder will be deemed to have inspected the Lots and acknowledged the condition of the Lot(s) even if for whatsoever reason he has not made any inspection of the Lot(s) (including if he has not reviewed 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.

5 Amendment of Auction List

Bidders also acknowledge that the Auction List is subject to further amendment by the Government at any time up to the start of the Auction on the Auction Date.

6 Conditions of the Items in the Lot(s)

6.1 The Items in a Lot are:

- (a) confiscated under the Laws of Hong Kong; or
- (b) surplus stores of the Government and/or public bodies; or
- (c) unclaimed property.

The Lot(s) are sold with all faults and imperfections. There may be errors of description and quantity(ies) in the Auction List.

6.2 Illustrations in the Auction List are for general identification only.

6.3 Each Bidder shall satisfy himself prior to the Auction as to the condition of the Items comprised in the Lot(s) and obtain such independent advice from his own advisers as he considers appropriate. Any statement by the Auctioneer as to the conditions or value of the Lot is a statement of opinion only and every Bidder should rely on his own judgment as to all matters affecting the Items in the Lot(s).

6.4 None of the Government, the Auctioneer, their servants or agents:

- (a) is responsible for errors of description in the Auction List or for the authenticity of the Items in the Lot(s) or for any misstatement as to any matters affecting the Lot(s); and
- (b) makes or gives any representation or warranty in relation to the Items in the Lot(s), and any implied conditions or warranties relating to the quality and/or fitness for the purpose of the Items or any of the Lot(s) are excluded.

7 Licence Requirements

7.1 For the sale of any Lot with Item(s) which is/are subject to any licensing requirements under the Laws of Hong Kong, such Lot will only be sold to a Bidder who is the holder of a valid licence relevant to the trade in the Item.

7.2 Each Bidder acknowledges that:

- (a) radiocommunications transmitting apparatus (serviceable or not) will only be sold to a Bidder who holds a valid Radio Dealers Licence (Unrestricted) issued by the Communications Authority under the Telecommunications Ordinance (Cap. 106). Each Bidder wishing to bid for radiocommunications transmitting apparatus must produce a copy of his licence for the Government's inspection which shall be valid at the Auction Date before participating in the auction of such Items failing which any bid that the Bidder may make will be rejected; and
- (b) the Buyer will be bound by Clause 7.1 (Purchase of Radiocommunications Transmitting Apparatus) of the General Conditions of Auction Sale.

7.3 Each Bidder's attention is drawn to section 5 of the Telecommunications (Telecommunications Apparatus) (Exemption from Licensing) Order (Cap. 106Z).

- 7.4 In respect of a Lot which contains Item(s) which is Regulated Electrical Equipment (REE), a Bidder must meet the following requirements to participate in the Auction of the said Lot:

Paragraph 7.4(a) below is applicable when the said Lot contains Abandoned REE (e-waste).

- (a) (i) if the Bidder is a licenced recycler approved by EPD or has a valid export permit for the type of the e-waste to which said Lot relates issued under the Waste Disposal Ordinance (Cap. 354), the Bidder must produce a copy of his licence and/or export permit which shall be valid at the Auction Date; or
- (ii) if a Bidder is not a licenced recycler approved by EPD or does not have a valid export permit as required in Paragraph 7.4(a)(i) above, the Bidder must sign an undertaking, in a form prescribed by the Government substantially along the lines of the sample undertaking set out in Annex A.

Paragraph 7.4(b) below is applicable when the said Lot contains used/serviceable REE.

- (b) (i) if the Bidder is a licenced recycler approved by EPD or has a valid export permit for the type of the e-waste to which said Lot relates issued under the Waste Disposal Ordinance (Cap. 354), the Bidder must produce a copy of his licence and/or export permit which shall be valid at the Auction Date; or
- (ii) if the Bidder is not a licenced recycler approved by EPD or does not have a valid export permit for the type of the e-waste to which the said Lot relates issued under the Waste Disposal Ordinance (Cap. 354), the Bidder must sign an undertaking, in a form prescribed by the Government substantially along the lines of the sample undertaking set out in Annex B. The Bidder acknowledges that the Buyer will be bound by Clause 7.2(b) (Purchase of REE) of the General Conditions of Auction Sale.

8 Environmental Awareness in Disposal of Stores

Each Bidder acknowledges that the Buyer will be bound by Clause 5 (Environmental Awareness in Disposal of Stores) of the General Conditions of Auction Sale.

9 Purchase of Motor Vehicles

- 9.1 Without prejudice to the generality of Paragraph 6, each Bidder acknowledges and agrees that motor vehicles, irrespective whether the condition of such motor vehicles are classified as serviceable or not, 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.
- 9.2 Each Bidder acknowledges that the Buyer will be bound by Clause 6 (Purchase of Motor Vehicles) of the General Conditions of Auction Sale.

10 Purchase of Electrical Products

Each Bidder acknowledges that the Buyer will be bound by Clause 8 (Purchase of Electrical Products) of the General Conditions of Auction Sale.

11 Completion of Sale

The Auctioneer shall accept the highest bid for a Lot by the fall of the hammer whereupon the sale by auction shall be complete. The Contract shall then be formed between the Bidder who makes the highest bid (“**Buyer**”) and the Government. Inter alia, under the Contract the Buyer shall pay the full purchase price for the Lot in accordance with Clause 2 (Payment) of the General Conditions of Auction Sale.

12 Prevention of Bribery Ordinance

- 12.1 These Terms and Conditions of Auction Sale are governed by the Laws of Hong Kong. In particular, each Bidder is reminded that he, his representative and staff 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. Attention is drawn to Paragraph 17 (Debarment).
- 12.2 The successful Bidder shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the removal and collection of the Lot from the Location that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Cap. 201) is not permitted. The successful Bidder shall also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.

13 Warranty against Collusion

- 13.1 Bid-rigging is inherently anti-competitive and is considered a serious anti-competitive conduct under the Competition Ordinance (Cap. 619). Bidders shall not collude with each other in their bidding or abstention from bidding for the Lot(s).
- 13.2 The Registered Person (including the Bidder) or his authorised person who enters into the Auction Venue 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. Attention is drawn to Paragraph 17 (Debarment).
- 13.3 Without prejudice to the generality of Paragraph 17 (Debarment), if the Auctioneer has reasonable grounds to suspect or believe a Bidder is in breach of Paragraph 13.2 above, the Auctioneer/ the Government may:
 - (a) evict from the Auction Venue such Bidder; and/or
 - (b) at its discretion, report all suspected instances of bid-rigging or other anti-competitive conduct to the Competition Commission and provide the Commission with any information relevant to such instances, including but not limited to information on the bid and Bidders’ personal information.
- 13.4 Each Bidder suspected to be in breach as mentioned in Paragraph 13.3 above 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 Facilities at the Auction Venue

- 14.1 The Auction will be conducted in Cantonese. Upon request, the Auctioneer can supplement in English and/or Putonghua when conducting the Auction for a particular Lot. If a Bidder wishes to make such a request, he should approach the help desk in the waiting area of the Auction Venue before the Auction by indicating the Lot No(s). for which he is interested to bid and whether he wishes the Auctioneer to supplement in English or Putonghua. The Government shall make arrangements 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 Government staff at the Auction Venue for assistance.
- 14.2 Each Registered Person shall not take photographs and/or record videos at the Auction Venue. During the Auction, no one shall behave in such a manner to cause undue disturbance or disorder, or in any manner whatsoever interfere with the bids of other persons or cause other persons to surrender their bids for a certain Lot. Any person who commits such an act will be removed and will not be allowed to enter the Auction Venue again on the Auction Date. Any person who uses abusive language to the public officers at the GLC or other Auction Venue, or wilfully obstructs or resists the public officers concerned in the execution of their duties will be removed. Attention is drawn to Paragraph 17 (Debarment).
- 14.3 No car parking facility will be provided at the GLC or other Auction Venue for any person for the purpose of participating in the Auction.

15 Personal Data Provided

- 15.1 All personal data provided by a person including a Registered Person or a Bidder when making arrangements for inspecting the Lot(s), and/or registering and participating in an Auction will be used by the Government for the purposes of the Auction and all other purposes arising from or incidental to it (including for the award of the Contract, resolution of any dispute arising from the Auction, checking of compliance with laws and the disclosure pursuant to Paragraph 16 (Consent to Disclosure)).
- 15.2 A person (including a Registered Person or a Bidder) is regarded to have agreed to, and to have obtained from each individual whose personal data is provided when making arrangements for inspecting the Lot(s), and/or registering and participating in an Auction, his consent for the disclosure, use and further disclosure by the Government of the personal data for the purposes set out in Paragraph 15.1 above, or the disclosure pursuant to Paragraph 16 (Consent to Disclosure).
- 15.3 An individual to whom personal data belongs and a person authorised by him in writing has the right of access and correction with respect to the individual's personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Cap. 486).
- 15.4 The right of access includes the right to obtain a copy of the individual's personal data provided when making arrangements for inspecting the Lot(s), and/or registering and participating in an Auction. Enquiries concerning the personal data collected for the purpose of conducting an auction, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer of GLD.

16 Consent to Disclosure

- 16.1 The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (who may have been a Bidder) without any further reference to or consent from the successful Bidder or any other Bidder:
- (a) the name of the successful Bidder;
 - (b) a brief description of the Lot(s) sold to the successful Bidder;
 - (c) the total purchase price payable by the successful Bidder pursuant to the Contract; and
 - (d) the date of the Auction.
- 16.2 Nothing in Paragraph 16.1 above shall prejudice the Government's power to disclose whenever it considers appropriate information (including personal data) of any nature whatsoever in relation to or concerning any Bidder (successful or unsuccessful) or its bid (whether or not the information is specified in Paragraph 16.1 above and including information recorded in whatever media) if the disclosure is made under any one of the following circumstances (even if disclosure may also mean the information will at the same time, or subsequently, become public information):
- (a) the disclosure of any information to any public officer or public body as defined in the Interpretation and General Clauses Ordinance (Cap. 1) or any other person employed, used or engaged by the Government (including agents, advisers, contractors and consultants);
 - (b) the disclosure of any information already known to the recipient;
 - (c) the disclosure of any information which is public knowledge (including because of any disclosure under Paragraph 16.2(a) above);
 - (d) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong, or an order of a court of Hong Kong or a court or tribunal with competent jurisdiction;
 - (e) the disclosure of any information regarding anti-competitive collusive conduct to the Competition Commission of Hong Kong (and other authorities as relevant); or
 - (f) without prejudice to the power of the Government under Paragraph 16.1 above, to the extent the information relates to or concerns a Bidder, with the prior written consent of that Bidder.

17. Debarment

- 17.1 On the occurrence of any of the events in respect of a Registered Person falling under Paragraph 17.2 ("Defaulting Registered Person"), the Government shall have the right to:
- (a) refuse admission of the Defaulting Registered Person to the Government's Auction Venues;
 - (b) after inviting the Registered Person to make representations, and taking into account explanations or representations made by the Registered Person in response to the proposed debarment by the Government and mitigating circumstances, if any, debar the

Defaulting Registered Person from participating in any Auction held by or on behalf of the Government for a minimum period of three (3) months, the period of debarment (extendable) will depend on the type of default committed by the Defaulting Registered Person; and

- (c) remove the Defaulting Registered Person's name from the Registered Person List.

17.2 The events referred to in Paragraph 17.1:

- (a) the Registered Person has submitted any false or inaccurate statement or forged document for substantiating his eligibility for registration as a Registered Person and/or participation in any auctions held by or on behalf of the Government; or
- (b) the Registered Person has transferred the Bidding Paddle to another person in breach of Paragraph 3.2; or
- (c) the Registered Person has taken any photograph and/or recorded any video of the Items/Lot(s) –
 - (i) during inspection in breach of Paragraph 4.4; or
 - (ii) at the Auction Venue in breach of Paragraph 14.2; or
- (d) the Registered Person has failed to comply with the requirements in relation to the Prevention of Bribery Ordinance (Cap. 201) stipulated in Paragraph 12.1; or
- (e) the Government has reasonable grounds to believe that the Registered Person is in breach of any of its representations, warranties and undertakings under Paragraph 13.2; or
- (f) the Registered Person has caused undue disturbance or disorder that interfered with the bids of other persons or caused other persons to surrender their bids for a certain Lot in breach of Paragraph 14.2; or
- (g) the Registered Person has used abusive language to public officers at the GLC or other Auction Venue, or willfully obstructed or resisted them in the execution of their duties under Paragraph 14.2; or
- (h) the Registered Person has received three (3) warning letters issued by the Government in respect of the Registered Person's breach of Clause 19.1 of the General Conditions of Auction Sale in his capacity as a Buyer at any auction arranged by or on behalf of the Government within the three (3) months immediately preceding (and including) the date of the latest warning letter.

18. Enquiries

- 18.1 Any enquiries on these Terms and Conditions of the Auction Sale should be made to the Senior Supplies Officer (Storage & Distribution) on 2896 9875, or fax 2515 9447 or e-mail ssosd@gld.gov.hk.
- 18.2 Any enquiries on the condition of a Lot(s) to be sold should be made to the Contact Person specified against that Lot.

PART III
GENERAL CONDITIONS OF AUCTION SALE

1. Condition of the Lot(s)

The Buyer acknowledges that:

- (a) prior to the Auction, he has been given reasonable opportunity to examine the Lot(s) purchased, has been notified of the Location of the Lot(s) purchased and accepts that he shall be obliged to collect and remove the Lot(s) purchased from the Location as provided in Clause 3 (Collection of Lot(s)) below, regardless of any constraints;
- (b) the Lot(s) purchased are sold with all their faults and imperfections and there may be errors of description in the Auction List;
- (c) none of the Government nor the Auctioneer, their servants or agents shall be responsible for errors of description in the Auction List or for the authenticity of the Lot(s) purchased or for any misstatement as to any matters affecting the Lot(s) purchased; and
- (d) none of the Government nor the Auctioneer, their servants or agents makes or gives any representation or warranty in relation to the Lot(s) purchased and any implied conditions or warranties relating to the quality and/or fitness for purpose of the Lot(s) purchased are excluded.

2. Payment

2.1 The Buyer shall pay the full purchase price for the Lot(s) purchased to the GLD through any of the following payment method(s) by 1700 hour on the Auction Date. In the event Tropical Cyclone Warning Signal No. 8 or above is hoisted, or a Black Rainstorm Warning Signal or "extreme conditions after super typhoons" announced by the Government is/are in force, after the conclusion of the Auction on the Auction Date, the deadline for payment will be deferred to 1700 hour on the next working day. Attention is drawn to Clause 12 (Debarment).

(a) By Cash

- (i) By presenting the Payment Slip and paying at the GLD collection office on 10/F., North Point Government Offices, 333 Java Road, North Point, Hong Kong. Upon payment, the Government shall issue a receipt through GLD ("GLD receipt") to the Buyer as acknowledgement of payment made; or
- (ii) by paying direct to the bank account number "004-004438-001" in the name of "Government Logistics Department" at the Hongkong and Shanghai Banking Corporation Limited ("HSBC"). Upon payment, the Buyer shall obtain a banking record and produce the banking record together with the Payment Slip to the GLD collection office on M/F of the GLC or such other collection office announced by the Government Representative on the Auction Date (if the Auction is not held at the GLC) and the Government shall issue a GLD receipt to the Buyer as acknowledgement of payment made.

(b) By Electronic Payment Services ("EPS")

By presenting the Payment Slip and paying at the GLD collection office on M/F of the GLC or such other collection office as mentioned in Clause 2.1(a)(ii) above. Bank automated teller machine ("ATM") cards or credit cards with ATM functions shall be

used. Upon payment, the Government shall issue a GLD receipt to the Buyer as acknowledgement of payment made.

(c) By Cheque

By presenting the Payment Slip and paying at the GLD collection office on M/F of the GLC or such other collection office as mentioned in Clause 2.1(a)(ii) above. Cheques shall be crossed and made payable to "Government Logistics Department". Upon payment, the Government shall issue a GLD receipt to the Buyer but the payment will be regarded as valid only after the cheque is cleared, which will normally take two (2) working days. Post-dated cheques will not be accepted. When payment is made through cheque, the GLD's release note will be issued only after clearance of the cheque by the relevant bank.

- 2.2 Time of payment is of the essence. The Lot(s) purchased shall be at the Buyer's risk from the fall of the hammer while the title of such Lot purchased will be passed to the Buyer in accordance with Clause 3.8 below.

3. Collection of Lot(s)

- 3.1 Subject to Clause 2.1(c) above, the Government shall issue through GLD a release note to the Buyer upon the Buyer's production of the GLD receipt at the GLD collection office on M/F of the GLC or such other collection office as mentioned in Clause 2.1(a)(ii) above within seven (7) working days from the day following the Auction Date. Unless otherwise specified in the Special Conditions of Auction Sale (if any) for a Lot purchased, the Buyer shall collect and remove a Lot purchased from the Location by the collection deadline specified for that Lot in the Auction List ("**Collection Deadline**"). Time of collection of the Lot(s) purchased is of the essence. Attention is drawn to Clause 12 (Debarment).
- 3.2 Prior to collection, the Buyer shall, on the day specified against that Lot purchased in the Auction List or at least one working day before the proposed collection date, contact the Contact Person for making arrangements for the collection of the Lot purchased. Request for collection may not be entertained if no prior appointment is made.
- 3.3 At the time of collection, the Buyer shall produce to the Government Representative the original of the release note together with a valid proof of identity as specified below, and any documentation as specified in the Special Conditions of Auction Sale (if any) for verification.
- (a) An individual acting for himself or on behalf of a sole proprietor or firm shall produce his Hong Kong Identity Card or passport.
- (b) A sole proprietor or a representative of a body corporate or unincorporate shall produce a copy of the sole proprietor's or body corporate or unincorporate's Business Registration Certificate and his Hong Kong Identity Card or passport.

If so required by the Government for security reasons, the Buyer or his authorised person, shall register at the reception counter at the Location before collection of the Lot.

- 3.4 If any person is authorised to collect and remove the Lot purchased on behalf of the Buyer, the person must present to the Government Representative a formal authorisation letter duly signed by the Buyer together with the documents specified in Clause 3.3 for verification.
- 3.5 The Government reserves the right not to release any of the Items to the Buyer unless and until all the documentation as specified in these General Conditions of Auction Sale and the

Special Conditions of Auction Sale (if any) are produced to the satisfaction of the Government Representative.

- 3.6 The Buyer shall, at his own cost, collect and remove the Lot(s) purchased from the Location and provide transport, labour and all necessary equipment in connection therewith.
- 3.7 Upon receipt of the Lot(s) purchased, the Buyer shall acknowledge receipt of the Lot(s) purchased by signing the original and duplicate of GF 277 – Departmental Combined Requisition & Issue Voucher and retain the duplicate of the GF277 as record of receipt.
- 3.8 Title of the Lot purchased shall be transferred to the Buyer upon collection and removal of the Lot purchased by the Buyer from the Location which shall only take place after, inter alia, the Buyer has paid the full purchase price for the Lot(s) purchased in accordance with Clause 2.
- 3.9 Unless prior written consent is given by the Government, the Buyer shall not conduct any activities at the Location other than the collection and removal of the Lot(s) purchased from the Location. Attention is drawn to Clause 12 (Debarment).

4. Liability and Indemnities

If the Buyer of the Lot(s) purchased:

- (a) does not pay the purchase price for the Lot(s) purchased in full in accordance with Clause 2; or
- (b) fails to collect and remove the Lot(s) purchased in accordance with Clause 3; or
- (c) conducts (or the Government has reasonable grounds to suspect or believe that the Buyer conducts) any activities at the Location other than the collection and removal of the Lot(s) purchased from the Location in breach of Clause 3.9,

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:

- (i) to proceed against that Buyer for damages for breach of the Contract;
- (ii) to cancel the sale of that Lot purchased or any other Lot sold to that Buyer at the same or any other Auction;
- (iii) to apply any payments made by that Buyer as part of the purchase price or otherwise towards any costs or expenses incurred in connection with the sale of that Lot;
- (iv) to resell that Lot or cause it to be resold. That Buyer shall then pay to the Government any resulting deficiency should the purchase price for which that Lot is resold be less than the purchase price due under Clause 2 (Payment) after deduction of any part payment and addition of resale costs. Any surplus shall belong to the Government;
- (v) to remove, store and insure (if necessary) that Lot at the expense of that Buyer;
- (vi) to retain that Lot or any other lot sold to that Buyer at the same or any other auction and release it only after payment of the outstanding purchase price;

- (vii) to refuse admission of that Buyer to the Auction Venue and/or debar that 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 Clause 2 (Payment) or that Lot has been collected in accordance with Clause 3 (Collection of Lot(s)) or the claim against that Buyer in accordance with Clause 4(c)(i) has been settled by that Buyer, as the case may be;
- (viii) to exercise a lien on any property of that Buyer which is in the Government's possession for any purpose; and/or
- (ix) to dispose of that Lot in such manner as the Government may in its sole discretion deem fit.

5. Environmental Awareness in Disposal of Stores

In handling each Lot (including serviceable and/or unserviceable goods in such Lot), the Buyer shall at all times comply with all relevant environmental legislation, regulations (including but not limited to the Waste Disposal Ordinance, Cap. 354), licensing requirements, codes of practice and other similar control measures and advice made or issued by the Government, or the government of the destination for export of any of the Items, 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, leakage or spillage of any harmful substance or the production, transportation, storage, treatment, reprocessing, recycling, recovery, reuse or disposal of waste or the making of noise).

6. Purchase of Motor Vehicles

6.1 Where the Lot includes a motor vehicle listed in the M List and/or MS List, the Buyer acknowledges that:

- (a) such motor vehicle is no longer used by the Government or a public body; and
- (b) such motor vehicle may not be registered or licensed for use in Hong Kong under the Road Traffic (Registration and Licensing of Vehicles) Regulations (Cap. 374E) unless:
 - (i) the motor vehicle conforms 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
 - (ii) the motor vehicle is repaired, type approved (where applicable) and certified to be roadworthy by the Transport Department at the Buyer's cost and expense.

Unless otherwise specified for that Item in the Auction List, the Buyer shall pay the first registration tax for such motor vehicle in accordance with the Motor Vehicles (First Registration Tax) Ordinance (Cap. 330), and any other applicable fees / levies for vehicle registration and licensing for such motor vehicle.

6.2 Where the Lot includes a motor vehicle listed in the C List and/or UP List, the Buyer acknowledges that:

- (a) such motor vehicle is either a confiscated vehicle or an unclaimed vehicle;
- (b) such motor vehicle may or may not be registered or licensed for use in Hong Kong under the Road Traffic (Registration and Licensing of Vehicles) Regulations (Cap. 374E) ; and
- (c) such motor vehicle may not be registered or licensed for use in Hong Kong under the Road Traffic (Registration and Licensing of Vehicles) Regulations (Cap. 374E) unless:
 - (i) the Buyer is able to satisfy the Commissioner for Transport's requirements for such registration and licensing, including that the vehicle identification number (i.e. chassis number) of the vehicle has not been altered or tampered with and that the vehicle in question can pass the required examinations conducted by a Transport Department's Vehicle Examination Centre;
 - (ii) the motor vehicle conforms 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) if the motor vehicle has yet to be first registered under the Road Traffic (Registration and Licensing of Vehicles) Regulations (Cap. 374E); and
 - (iii) is repaired, type approved (where applicable) and certified to be roadworthy by the Transport Department at the Buyer's cost and expenses.

Unless otherwise specified for that Item in the Auction List, the Buyer shall pay the first registration tax for such motor vehicle in accordance with the Motor Vehicles (First Registration Tax) Ordinance (Cap. 330) (if applicable), and any other applicable fees / levies for vehicle registration and licensing for such motor vehicle.

- 6.3 No representation or warranty whatsoever is given by the Government that the necessary approvals or certifications by the competent authority will be given for the motor vehicles mentioned in this Clause 6 to be registered or licensed for use in Hong Kong.
- 6.4 Registration marks of the motor vehicles (if any) are for identification purposes only and will not be assigned to the motor vehicles upon their registration.
- 6.5 The Buyer shall not remove anything from any of the Items whilst the Items remain at the Location.
- 6.6 The Buyer acknowledges that, unless otherwise specified against that Lot on the Auction List, no car key(s) for any of the Items sold will be available for issue to the Buyer.

7. Licensing Requirements [Attention is drawn to Clause 12 (Debarment)]

- 7.1 Purchase of Radiocommunications Transmitting Apparatus (applicable when the Lot contains Item(s) which is/are radiocommunications transmitting apparatus as defined in the Telecommunications Ordinance (Cap. 106))
 - (a) The Buyer undertakes that he will hold a valid Radio Dealers Licence (Unrestricted) issued by the Communications Authority under the Telecommunications Ordinance (Cap. 106) at the time he collects the Lot purchased.
 - (b) The Buyer undertakes and agrees that the radiocommunications transmitting apparatus that cannot be licensed for use within Hong Kong will be exported outside Hong Kong

in accordance with relevant laws and regulations.

7.2 Purchase of REE (applicable when the Lot contains Item(s) which is/are regulated electrical equipment as defined in the Product Eco-responsibility Ordinance (Cap. 603))

[Clause 7.2(a) below is applicable when the Lot contains Abandoned REE (e-waste).]

- (a) (i) The Buyer undertakes and agrees to fully comply with the Waste Disposal Ordinance (Cap. 354) and its subsidiary regulations in the disposal (including storage, treatment, reprocessing and/or recycling) and/or export of the e-waste in the Lot.
- (ii) If the Lot of e-waste is classifiable as chemical waste as defined under the Waste Disposal (Chemical Waste)(General) Regulation (Cap. 354C) (the “Regulation”), the Buyer also needs to comply with the relevant requirements under the Regulation.

[Clause 7.2(b) below is applicable when the Lot contains used/serviceable REE.]

- (b) The Buyer also undertakes and agrees that, unless he is a licenced recycler who holds a waste disposal licence granted under section 21 of the Waste Disposal Ordinance (Cap. 354) or has a valid export permit(s) for the REE as e-waste granted under section 20B of the Waste Disposal Ordinance (Cap. 354), the Lot is brought for the purpose of repair, reuse and/or resale in Hong Kong or export as second-hand REE.

8. Purchase of Electrical Products (applicable when the Lot contains electrical products)

The electrical products are sold as is for scrap purposes only and without any warranties as to their fitness for purpose. The Buyer undertakes to comply with the provisions of the Electrical Products (Safety) Regulation (Cap. 406G) if he or his authorised assignee attempts to recondition, re-use and/or sell any of these electrical products in Hong Kong.

9. Restriction on Assignment

The Buyer shall not assign or transfer any of his rights or obligations under the Contract without the prior written consent of the Government. Attention is drawn to Clause 12 (Debarment).

10. Publicity and Injunctive Relief

- 10.1 The Buyer shall submit to the Government for prior written approval all advertising or other publicity materials relating to the Auction or any of the Items 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 Buyer shall not publish or use any such advertising or other publicity materials without the prior written consent of the Government. Attention is drawn to Clause 12 (Debarment).
- 10.2 In the event of any breach or threatened breach of Clause 10.1, 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.

11. Entire Agreement

- 11.1 The Contract constitutes the whole agreement between the Parties and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. The Buyer acknowledges that in entering into the Contract, it has not relied on any statements, warranties or representations given or made by the Government.
- 11.2 All of the provisions of the Contract shall remain in full force and effect notwithstanding the collection of the Lot (except insofar as those obligations which have been fully performed).

12. Debarment

- 12.1 The Government may issue a warning letter to the Buyer for his breach of Clause 19.1.
- 12.2 On the occurrence of any of the events in respect of a Buyer ("**Defaulting Buyer**") falling under Clause 12.3, the Government shall have the right to:
- (a) refuse admission of the Defaulting Buyer to the Government's Auction Venues;
 - (b) after inviting the Buyer to make representations, and taking into account explanations or representations made by the Buyer in response to the proposed debarment by the Government and mitigating circumstances, if any, debar the Defaulting Buyer from participating in any auction held by or on behalf of the Government for a minimum period of three (3) months, the period of debarment (extendable) will depend on the type of default committed by the Defaulting Buyer; and
 - (c) remove the Defaulting Buyer's name from the Registered Person List,
- 12.3 The events referred to in Clause 12.2:
- (a) the Buyer has submitted any false or inaccurate statement or forged document for substantiating his eligibility for registration as a Registered Person and/or participation in any auctions held by or on behalf of the Government; or
 - (b) the Buyer has transferred the Bidding Paddle to another person in breach of Paragraph 3.2 of the Terms of Auction Sale; or
 - (c) the Buyer has taken any photograph and/or recorded any video of the Items/Lot(s) –
 - (i) during inspection in breach of Paragraph 4.4 of the Terms of Auction Sale; or
 - (ii) at the Auction Venue in breach of Paragraph 14.2 of the Terms of Auction Sale; or
 - (d) the Government has reasonable grounds to believe that the Buyer is in breach of any of its representations, warranties and undertakings under Paragraph 13.2 of the Terms of Auction Sale; or
 - (e) the Buyer has caused undue disturbance or disorder that interfered with the bids of other persons or caused other persons to surrender their bids for a certain Lot in breach of Paragraph 14.2 of the Terms of Auction Sale; or
 - (f) the Buyer has used abusive language to public officers at the GLC or other Auction Venue, or willfully obstructed or resisted them in the execution of their duties under Paragraph 14.2 of the Terms of Auction Sale; or
 - (g) the Buyer has failed to pay the full purchase price for the Lot by the deadline stipulated in Clause 2.1; or
 - (h) the Buyer has failed to collect and remove the Lot purchased from the Location in accordance with Clause 3.1; or
 - (i) the Buyer has conducted any activities at the Location other than the collection and removal of the Lot purchased from the Location without the prior written consent by the Government in breach of Clause 3.9; or

- (j) the Buyer fails to hold a licence as contemplated under Clause 7.1(a) or commits an offence under the Telecommunications Ordinance (Cap. 106) or the Waste Disposal Ordinance (Cap. 354) and its subsidiary regulations in connection with the handling of the Lot purchased; or
- (k) the Buyer has assigned or transferred any of his rights or obligations under the Contract without prior written consent of the Government in breach of Clause 9; or
- (l) the Buyer has not submitted advertising or other publicity materials as required under Clause 10.1, or the Buyer has published or used advertising or other publicity materials as mentioned in Clause 10.1 without the prior written consent of the Government; or
- (m) the Buyer, any officer (including director), employee, agent or sub-contractor of the Buyer commits an offence under the Prevention of Bribery Ordinance (Cap. 201) or any law of a similar nature in relation to the Contract; or
- (n) the Buyer has received three (3) warning letters issued by the Government as mentioned in Clause 12.1 within the three (3) months immediately preceding (and including) the date of the latest warning letter.

13. Government's Right to Deduct

Whenever any sum of money shall be recoverable from or payable by the Buyer to the Government, and without prejudice to any rights or remedies the Government may have, the Government may deduct any sum then due or which at any time thereafter may become due from the Government to the Buyer under any other contracts with the Government.

14. Contracts (Rights of Third Parties) Ordinance

The Parties hereby declare that nothing in the Contract confers or purports to confer on any person not being a Party to the Contract any benefit or any right to enforce any term of the Contract under or pursuant to or for the purposes of the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

15. Miscellaneous

No act, failure, or partial act by the Government or the Auctioneer or any person acting for either of them shall be deemed a waiver of any of their respective rights hereunder.

16. Variations

Subject to the provisions of the Contract, no waiver, cancellation, alteration or amendment of or to the provisions of the Contract shall be valid unless made by an agreement in writing and duly signed by the Buyer and the Government.

17. Severability and Exclusion of the Contra Proferentum Rule

- 17.1 If any provision of the Contract is found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of the Contract, all of which shall remain in full force and effect.

- 17.2 Any court or arbitrator interpreting or construing any provision of the Contract shall not apply any rule of construction (including the contra proferentum rule) that a document is to be construed more strictly against any one Party which has put it forward.

18. Waiver

- 18.1 Time shall be of the essence of the Contract but no failure, delay, forbearance or indulgence by any Party to the Contract to exercise any right, power or remedy available to it under the Contract or at law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A right or a remedy of each Party under the Contract shall be cumulative and not exclusive of any other rights, power or remedies provided by the Contract, at law or in equity. Without limiting the foregoing, no waiver by any Party of any breach by the other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- 18.2 Without prejudice to the generality of Clause 18.1 above, any right of termination of the Contract or any other right, power or remedy of whatsoever nature conferred upon the Government under the Contract shall be exercisable by it in addition to and without prejudice to any other rights and remedies available to it under the Contract or at law (and, without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which the Government may be entitled in respect of the breach of the Contract) and no exercise or failure to exercise a right of termination shall constitute a waiver by the Government of any other right, power or remedy.

19. Conduct of Buyer's Personnel on Government Premises

- 19.1 The Buyer shall ensure that it or its employees or agents or sub-contractors on Government's premises will not:
- (a) take photographs and/or record videos unless prior written consent is given by the Government;
 - (b) cause undue disturbance or disorder; and
 - (c) use abusive language to public officers, or willfully obstruct or resist them in the execution of their duties.

Attention is drawn to Clause 12 (Debarment).

- 19.2 The Government Representative reserves the right to refuse to admit to the Government premises any person, whose admission would be, in the reasonable opinion of the Government Representative, undesirable.

20. Probity [Attention is drawn to Clause 12 (Debarment)]

- 20.1 The Buyer acknowledges it has been reminded that:
- (a) dishonesty, theft and corruption on its part or that of its officers, employees, agents or sub-contractors are criminal offences and may lead to prosecution under section 9 of the Prevention of Bribery Ordinance (Cap. 201), sections 17, 18D and 19 of the Theft Ordinance (Cap. 210) and section 161 of the Crimes Ordinance (Cap. 200); and
 - (b) the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance is not permitted.

20.2 The Buyer shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the removal and collection of the Lot from the Location that the soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance (Cap. 201)) is not permitted. The Buyer shall also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors.

(Rev. January 2021)

SAMPLE UNDERTAKING BY BIDDER
(Reference Paragraph 7.4(a)(ii) of the Terms of Auction Sale)

To: The Government Logistics Department

Declaration of Bidders for Abandoned Regulated Electrical Equipment
(E-waste)

1. I/We refer to the auction held by the Government acting through GLD on [date] (“**Auction**”) and the Terms and Conditions of Auction Sale (“**T/C**”) in relation thereto.
2. I/We acknowledge that the e-waste (as defined in Part I – Interpretation of the T/C) to be sold at the Auction are governed by the Waste Disposal Ordinance (“**WDO**”) (Cap. 354) and its subsidiary regulations.
3. I/ We undertake that if I/we successfully bid for a Lot which contains e-waste, the land or premises I shall use, or permit to be used, for the disposal of such e-waste shall be used for:
 - (a) disposal of such e-waste (that is not chemical waste) on land or premises with an area of not more than 100m²;
 - (b) storage of such e-waste with a total volume of not more than 50m³; or
 - (c) storage of such e-waste on premises located inside a multi-storey building.
4. The address for disposal and/or storage of such e-waste is:

5. I/We undertake that if I/we successfully bid for a Lot which contains e-waste and intend to export it out of Hong Kong, I/we shall apply for a permit for the export of waste from Hong Kong from the Director of Environmental Protection.
6. I/We acknowledge and agree that my/our name and address will be provided to the Environmental Protection Department for record and for it to check my/our compliance with the WDO if I/we successfully bid for a Lot consisting of or containing the e-waste.
7. I/we acknowledge that it is my/our responsibility to comply with the WDO at all times.

Signature :

Name of Representative of
Bidder (if applicable) :

Name of Bidder :

Date :

SAMPLE UNDERTAKING BY BIDDER
(Reference Paragraph 7.4(b)(ii) of the Terms of Auction Sale)

To: The Government Logistics Department

Declaration of Bidders for Used/ Serviceable Regulated Electrical Equipment
("second-hand REE")

1. I/We refer to the auction held by the Government acting through GLD on [date] ("Auction") and the Terms and Conditions of Auction Sale ("T/C") in relation thereto.
2. I/We acknowledge that the Regulated Electrical Equipment (as defined in Part I – Interpretation of the T/C) to be sold at the Auction are governed by the Product Eco-responsibility Ordinance (Chapter. 603 of the Laws of Hong Kong) and the Waste Disposal Ordinance (Chapter 354 of the Laws of Hong Kong) and their subsidiary regulations.
3. I/We undertake that if I/we successfully bid for a Lot which contains Regulated Electrical Equipment, I/we buy such Regulated Electrical Equipment for repair, reuse and/or resale in Hong Kong only or export.
4. I/We acknowledge and agree that my/our name and address will be provided to the Environmental Protection Department ("EPD") for record and for it to check my/our compliance with the Product Eco-responsibility Ordinance and the Waste Disposal Ordinance if I/we successfully bid for a lot consisting of or containing the Regulated Electrical Equipment.
5. I/We undertake that if I/we successfully bid for a Lot which contains Regulated Electrical Equipment, if I/we wish to export it out of Hong Kong as second-hand REE, I/we agree that I/we shall only do so if:
 - (a) I/we have contractually agreed to provide/sell it a party outside Hong Kong]; and
 - (b) I/we shall not so export unless I/we have first submitted the following to the EPD (Attn: Import/Export of Waste Control Section, Fax: 2305 0453) before such export:
 - (i) a test certificate and/or repair record for every item of the Lot to be exported to demonstrate that the Regulated Electrical Equipment is not e-waste (as defined in Part I – Interpretation of the T/C); and
 - (ii) evidence of a contract evidencing the agreement with the party outside Hong Kong.

Signature :

Name of Representative of
Bidder (if applicable) :

Name of Bidder :

Date :