

CONDITIONS OF TENDER
(GENERAL)

1. These Conditions together with those set out in the Notice to Tenderers annexed hereto are the only terms and conditions subject to which the Official Receiver and Trustee of the Estate of the Bankrupt, as trustee ("the Official Receiver") will sell or offer goods to a purchaser or would-be purchaser ("the Tenderer").
2. Every tender is a formal offer by the Tenderer to purchase the articles on the terms of the Notice to Tenderers and these Conditions of Tender. No Tenderer shall be entitled to withdraw the Tender and the same shall be deemed to remain open for the acceptance by the Official Receiver within two working days from the Closing Date. If a tender is accepted, the successful Tenderer shall be the purchaser ("the Purchaser") who will be notified of the acceptance of his tender on or before the Notification Date by telephone or by post. Immediately upon the notification to the Tenderer, a binding contract shall be constituted between the Purchaser and the Official Receiver.
3. The Tenderer shall send a crossed cheque or cashier order made payable to "The Official Receiver, Hong Kong" for a sum equal to 10 percent of his total offer together with the Tender Form duly completed and signed.
4. Within 7 days from the Notification Date, the Official Receiver will return by post to each unsuccessful Tenderer the deposit cheques or cashier orders marked "Cancelled" paid in to him pursuant to Clause 3 hereof. In the case of a partially successful tender, the balance of any monies refundable (if any) will be refunded as soon as practicable following the Balance Payment Date.
5. The person who signs the Tender Form as Tenderer shall be deemed to be acting as principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name and address of his principal.
6. The Official Receiver reserves the right not to accept the highest or any tender and, notwithstanding anything to the contrary herein contained, the Official Receiver reserves his right to withdraw the sale of any articles at any time before the acceptance of any tender.
7.
 - (a) Risk in each lot shall pass to the Purchaser immediately upon the Purchaser receiving notification of acceptance from the Official Receiver.
 - (b) Property in each lot will not pass to the Purchaser until full payment has been made or where payment is made by cheque, until the cheque in question has been cleared.
8.
 - (a) The purchase of any articles shall be completed at the Official Receiver's Office on the Balance Payment Date when the balance of the purchase money shall be fully paid by the Purchaser.
 - (b) The Purchaser shall on the Balance Payment Date pay to the Official Receiver a further sum equal to 10 percent of the purchase price of the lot as guarantee money for his due observance of and compliance with Clause 11 and Clause 12 hereof. Such sum shall be refunded to the Purchaser upon satisfying the Official Receiver that he has duly observed and complied with the said two Clauses.
9. The Official Receiver in his personal capacity and as trustee gives no warranty whatsoever as to the merchantable quality or any other aspect of the articles being sold and particularised in the schedule. The articles or materials are to be bought as they are. They shall be taken with all faults and errors of mis-statements of description, measurement, weight enumeration or otherwise and without question on the part of the Tenderer, and no compensation or allowance shall be made on account of any such faults, mis-statements or errors although the same may be of a considerable nature. The description of the goods may be identical with or similar to a description of goods in some previous sale by tender but no reliance must be placed on any such fact. The Tenderer should satisfy himself thoroughly as to what is offered for sale before submitting his tender. He may inspect the goods prior to tendering and shall be deemed (whether or not he shall have inspected the goods) to have had notice of all defects and faults whether rendering the articles or materials unmerchantable or otherwise. The Official Receiver in his personal capacity and as trustee hereby excludes all liabilities for any loss or damage or injury sustained by the Tenderer, as a result of or in connection with any defect or fault in the said articles or misdescription of the articles as appear in the schedule.
10. The sale is not a sale by sample nor will samples in general be supplied. If in any case a sample shall be supplied, it will be upon the understanding that no implied condition or warranty shall thereby be imported into the contract as to quality or otherwise or that the goods shall be free from any defect rendering them unmerchantable.

11. The Purchaser shall at his own costs and expenses remove the articles he purchased from the Premises and have the Premises cleared and tidied up to the satisfaction of the Official Receiver before noon on the Removal Date. If the articles purchased by the Purchaser are not removed in accordance with these conditions, the Official Receiver may with or without notice to the Purchaser remove the same at the risks and expense of the Purchaser and/or sell the articles as the Official Receiver may think proper and retain the sale proceeds thereof. Should the price realised on such resale be insufficient to defray the expenses of resale and removal, the deficiency shall be paid by the Purchaser.
12. The Purchaser must make good, to the entire satisfaction of the Official Receiver, all damage which may be caused to the Premises or any part thereof and to any property by any act of default of the Purchaser, his agents, or servants in connection with the removal of any of the articles. The Official Receiver shall also be entitled to withhold any of the articles sold to the Purchaser until the cost for such damage has been paid, and should the cost of the aforesaid damage not be paid by the Purchaser within 7 days of his being notified thereof, then the provisions of Clause 13 shall apply.
13. Should the Purchaser fail or neglect to observe or comply with any of the terms, provision or conditions herein contained, the Official Receiver may either (a) forfeit the offer price and rescind the sale and resell the articles with or without notice to the Purchaser and any deficiency in price and all expenses attending such resale shall be borne by the Purchaser and shall be recoverable by the Official Receiver as liquidated damages; (b) forfeit the guarantee money paid by the Purchaser under Clause 8(b) hereof; or (c) take any proceedings to enforce specific performance of the contract.
14. Where the sale includes the sale of quotas or permits, the sale is in addition subject to all the conditions and regulations of the Trade and Industry Department affecting the same and the Tenderer shall be deemed to have knowledge thereof and be bound accordingly.
15. As a general rule, the articles can be inspected as scheduled on the Viewing Date when Tropical Cyclone Warning Signal No. 3 or lower, and /or "Amber" or "Red" Rainstorm Warning Signal is hoisted. In case Tropical Cyclone Warning Signal No. 8 or above, and/or a Black Rainstorm Warning Signal or "extreme conditions after super typhoons" announced by the Government is/are in force at any time between 9:00 a.m. and 12:00 noon or during the scheduled inspection time on the Viewing Date, the inspection/viewing will be postponed to the same time on the next working day when the Tropical Cyclone Warning Signal No. 8 is lowered, or the Black Rainstorm Warning Signal or the "extreme conditions after super typhoons" announced by the Government has/have ceased to be in force, before 9:00 a.m. on that day.
16. In case 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 at any time between 9:00 a.m. and 11:00 a.m. on the Closing Date, the Closing Date will be extended to 11:00 a.m. on the next working day when the Tropical Cyclone Warning Signal No. 8 is lowered, or the Black Rainstorm Warning Signal or the "extreme conditions after super typhoons" announced by the Government has/have ceased to be in force, before 9:00 a.m. on that day. [Note: In the event the Viewing Date is postponed under Clause 15 and overlaps with the Closing Date, the Closing Date will be further extended to 11:00 a.m. on the next working day after the postponed Viewing Date.]
17. In case of blockage of the public access to the location of the designated Tender Box at any time between 9:00 a.m. and 11:00 a.m. on the Closing Date, the Official Receiver will extend the Closing Date until further notice or withdraw the sale of the articles concerned as appropriate. In case of extension, the extended Closing Date will be announced as soon as practicable after removal of the blockage. The announcement will be made on the website of the Official Receiver's Office (<https://www.oro.gov.hk/eng/announcements/announcements.html>).
18. Should any question or dispute arise in connection with these Conditions and those set out in the Notice to Tenderers annexed hereto, it shall be determined at the sole discretion of the Official Receiver whose decision shall be final and binding.
19. In the event of any conflict in interpretation between the English and the Chinese versions of the Notice to Tenderers and the Conditions of Tender, the English version shall prevail.

投標條件 (一般)

1. 作為受託人（“破產管理署署長”），破產管理署署長暨該破產人的財產受託人在售賣或擬售物品予承購人或準承購人（“投標人”）時，只受這些條件及夾附的致投標人通告的條款及規定約束。
2. 每一份投標都是投標人根據致投標人通告的條款及這些投標條件購買有關物品的正式出價。投標人不能退出投標，而破產管理署署長在截止日期起計兩個工作天內有權決定是否接納該投標。投標如獲接納，中標者會成為承購人（“該承購人”），本署將於通知日期當日或之前以電話或郵遞方式通知中標者其投標已獲接納。中標者一旦獲得通知，該承購人與破產管理署署長之間將構成具約束力的合約。
3. 投標人須將相等於其出價總額百分之拾的款項，以劃線支票或銀行本票方式支付（以“香港破產管理署署長”為抬頭人），連同正式填妥並簽署的投標書一併送達本署。
4. 在通知日期起計 7 天內，破產管理署署長會將落選者根據本文條款 3 為繳付按金而遞交的支票或銀行本票以郵遞方式退還，並在該票上註明“Cancelled”（意即“註銷”）字樣。至於投得部分物品的投標人，本署將於繳付餘款日期之後，盡早發還可退還的餘款（如有）。
5. 以投標人身分簽署投標書的人士會被視為投標人本人，除非他在其中表明只屬代理人身分，在這情況下，他亦應表明他所代理的投標人姓名及地址。
6. 破產管理署署長有權不必接受出價最高或任何一份投標書，儘管本文另有規定，破產管理署署長亦有權在接受投標前撤銷任何物品的出售。
7. (a) 自承購人接到破產管理署署長的接納通知書起，每批物品的風險立即由承購人承擔。
(b) 承購人須繳付所有款項（如以支票繳付，則在有關支票兌現後），物品方歸承購人所有。
8. (a) 承購任何物品的手續須在承購人於繳付餘款日期付清買價餘款後在破產管理署完成。
(b) 承購人須在繳付餘款日向破產管理署署長再繳付相等於該批物品買價百分之拾的款項，作為遵守本文第 11 及 12 項規定的保證金。在破產管理署署長信納承購人已完全遵守上述兩項條文的規定後，該筆款項便可退還承購人。
9. 破產管理署署長以個人及受託人身分不會就列於附表待售物品的銷售品質及其他方面提供任何保證。物品或物料將按照其現時狀況承購。對於物品的說明、尺碼、重量計算或其他方面，如有任何誤述的過失及錯誤，投標人均須予以接受，不得有任何疑問。關於該等過失、誤述或錯誤，即使其性質可能相當嚴重，亦將不獲給與任何賠償或折扣。物品的說明，可能與若干以前招標出售的物品說明相同或相似，但不可倚賴任何此等事實。投標人必須確知所出售之物為何，然後始可遞交投標書。投標人在未投標前可先審視物品，但無論有否審視物品均須視為已留意到所有缺點及瑕疵，不論該等缺點或瑕疵會否使該等物品或物料不可出售或有其他問題。如因有關物品的瑕疵或缺陷或附表所載的物品說明不當或與之相關的情況而導致投標人蒙受任何損失、損毀或損傷，則破產管理署署長以個人身分或受託人身分均毋須負責。
10. 此項售賣行動並非憑樣本進行，而樣本通常亦不予供應。但如有樣本供應，承購人應知道不可因供應樣本而在合約加入有關品質或其他方面或該等物品全無令其不可出售的瑕疵等的隱含條件或保證。
11. 承購人須自費將所購物品從有關處所搬走，並在搬走物品當日正午前整理好該處所，達到破產管理署署長滿意的程度。倘若承購人不按這些條件搬走所購的物品，則破產管理署署長可在通知或不通知承購人的情況下，將物品搬走，而有關風險及費用將由承購人承擔，以及/或以破產管理署署長認為適當的方式將物品出售，並保留所得收益。倘若重新出售物品的收益不夠支付重售及搬走物品的費用，不敷之數得由承購人支付。
12. 倘承購人、其代理人或工人在搬走任何物品時未有遵守合約規定，以致對有關處所或其任何部分及任何物業造成損毀，承購人得負責將受損地方修補妥當，達到破產管理署署長完全滿意的程度。破產管理署署長亦有權扣留售與承購人的物品，直至有關人士已支付上述損毀情況的修補費用為止；倘若承購人在獲告知上述費用後 7 日內仍沒有付清費用，則第 13 條的規定將可適用。
13. 倘承購人沒有或疏忽遵守本文所列的規定或條款，破產管理署署長可採取以下其中一項行動：(a) 沒收出價的款項及取消是次出售，並在通知或不通知承購人的情況下，將物品重行出售，重新售賣時售價上出現的不足之數及有關

的一切費用均由承購人支付，破產管理署署長可將其當作已判定的賠償而向承購人追討；(b)沒收承購人按本文第8(b)項規定繳付的保證金；或(c)採取法律程序以強制履行有關合約。

14. 倘出售的物品包括配額或許可證，則該售賣行動須另外遵守工業貿易署對上述配額或許可證所定的條件及規定，而投標人則視為已知悉該等條件及規定，並相應地受到約束。
15. 一般而言，如果在審視日期當天3號或以下熱帶氣旋警告信號懸掛，以及／或黃色或紅色暴雨警告信號生效，物品仍可如期作審視。如果在審視日期的上午9時至中午12時期間或原定的審視時段的任何時間內，8號或以上熱帶氣旋警告信號及／或黑色暴雨警告信號生效，或政府公布的“超強颱風後的極端情況”生效，則該審視／檢視將順延至下一個工作天的相同時間，若當天上午9時前，8號熱帶氣旋警告信號已除下，或黑色暴雨警告信號或政府公布的“超強颱風後的極端情況”已停止生效。
16. 如果在截標日期的上午9時至11時期間的任何時間內，8號或以上熱帶氣旋警告信號懸掛，或黑色暴雨警告信號或政府公布的“超強颱風後的極端情況”生效，則截標日期將順延至下一個工作天的上午11時，若當天上午9時前，8號熱帶氣旋警告信號已除下，或黑色暴雨警告信號或政府公布的“超強颱風後的極端情況”已停止生效。[註：如審視日期因為第15條的規定而延遲並與截標日期重疊，則截標日期會進一步延後至已延遲的審視日期的下一個工作天的上午11時。]
17. 如截標當天上午9時至11時期間通往指定投標箱的公眾通道受阻，則破產管理署署長會視乎情況延遲截標日期直至另行通知，或撤回有關物品的出售。如須延遲截標日期，破產管理署會在通道重開後盡快公布延遲的截標日期。公布事項會載於破產管理署網頁(<https://www.oro.gov.hk/cht/announcements/announcements.html>)。
18. 如因這些條件及隨附的致投標人通告所列條件而引起問題或爭論，概由破產管理署署長單方面酌情決定，其決定為最終決定並具有約束力。
19. 倘投標條件及致投標人通告所列條件的中英文本內容互有差異，則以英文本為準。