

CONDITIONS OF TENDER (MOTOR VEHICLES)

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 motor vehicle(s) 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 motor vehicles 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. The purchase of any motor vehicles 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 and the Official Receiver will execute a proper transfer document in favour of the Purchaser.
9. The Official Receiver in his personal capacity and as trustee gives no warranty whatsoever in respect of the motor vehicle(s) being sold and particularised in the schedule including the roadworthiness thereof. Every Tenderer is deemed to have inspected the vehicle(s) and satisfied himself as to its or their conditions beforehand. The Official Receiver 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 in the said motor vehicle(s).
10. The Purchaser shall be responsible for the payment of fixed penalties, other expenses and costs, if any, imposed as at the Balance Payment Date on all or any of the vehicles of the Bankrupt.
11. The Purchaser shall comply with any requirements which may be imposed by the Transport Department on the vehicle(s) he purchased.
12. The Purchaser shall at his own costs and expenses remove the motor vehicle(s) he purchased from its or their parking place(s) before noon on the Removal Date. If the motor vehicle(s) purchased by the Purchaser are not removed in accordance with these conditions, the Official Receiver may remove the same at the risks and expense of the Purchaser.
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 motor vehicle(s) 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; or (b) take any proceedings to enforce specific performance of the contract.

14. The Official Receiver has used its best endeavours to ensure that the descriptions of the motor vehicle(s) appearing in the schedule are accurate but the Tenderer shall rely upon such descriptions at his own risks. The Official Receiver hereby excludes all liabilities for any loss or damage or injury sustained by the Tenderer as a result of or in connection with any misdescription thereof.
15. As a general rule, the motor vehicle(s) 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 motor vehicle(s) 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 (車 輛)

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車輛的正式出價。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。至於投得一部車輛(在多部車輛招標的情況下)的投標人,本署將於繳付餘款日期之後,盡早發還獲退還的餘款(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消任何車輛的出售。
7. (a) 自承購人接到破產管理署署長的接納通知書起,每批車輛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),車輛方歸承購人所有。
8. 承購車輛手續須於繳付餘款日期當日在破產管理署完成,承購人須於當日繳清所有餘款,破產管理署署長亦會於當日簽署一份正式轉讓文件予承購人。
9. 破產管理署署長無論以個人及受託人身分概不會就所售而列於附表的該/該等車輛(包括在道路上行走的適宜程度)提供任何保證。投標人已被認為曾經視察上述車輛及已對其情況感到滿意。如因上述車輛的毛病或與該/該等車輛的毛病有關而導致投標人蒙受任何損失,損毀或損傷,破產管理署署長概不負責。
10. 該破產人名下所有或任何車輛在繳付餘款日期當日已被判定的定額罰款及有關的其他支出及費用,須由承購人負責繳付。
11. 承購人須遵守運輸署對所承購車輛可能作出的任何規定。
12. 承購人必須於車輛移去日期當日正午 12 時之前,自費將所承購的車輛搬離停泊處。倘若承購人不按這些條件搬走所承購的車輛,破產管理署署長可將該/該等車輛搬走,一切風險及費用概由承購人承擔。
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) 將出價的款額沒收及取消是次售賣行動,並在通知或不通知承購人的情況下,將該/該等車輛重行出售,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;或(b) 採取法律程序以強制履行有關合約。
14. 破產管理署署長已盡最大努力確保列於附表有關車輛的說明均為正確,但投標人不可倚賴此等說明,否則風險自負。如因附表的任何誤述或與誤述有關而導致投標人蒙受任何損失,損毀或損傷,破產管理署署長概不負責。
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,有關車輛仍可如期作審視。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，或撤回有關車輛的出售。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. 倘致投標人通告及投標條件的中英文本內容互有差異，則以英文本為準。