

On the instructions of Mr James O' Connor (Liquidator),  
CrowleysDFK, Fifth Floor, 5 Lapp's Quay, Cork

**IIF Process Mechanical & Electrical  
Contractors.  
(In Liquidation)**

**TENDER DOCUMENT**

TENDERS TO BE RECEIVED BY

**3PM ON WEDNESDAY 12<sup>TH</sup> JANUARY 2011**

TENDERS TO BE SENT TO



**"The Auction Experts"**

81 South Mall, Cork

Tel 021-4278455 Fax 021-4278522

WEB: [www.denisbarrett.com](http://www.denisbarrett.com)

EMAIL: [info@denisbarrett.com](mailto:info@denisbarrett.com)

**VIEWING BY APPOINTMENT WITH DENIS A BARRETT AUCTIONEERS**

**STRICTLY NO CHILDREN ALLOWED ON SITE**

## **IMPORTANT NOTICES FOR PURCHASERS**

### **VENDOR**

IIF Process Mechanical & Electrical Contractors. (In Liquidation)

### **LOTS**

A Catalogue of Lots is attached hereto at Annex 1, 2, 3 & 4.

### **LOCATION**

The Lots are located at IIF's warehouse, Sarsfield Road, Wilton, Co Cork. Contact Denis A Barrett Auctioneers for directions, if needed.

### **VIEWING**

The items on offer are available for viewing at the above premises **by appointment**. Please contact Denis A Barrett Auctioneers to arrange an appointment. Intending bidders are encouraged to undertake a professional inspection of all lots in respect of which they wish to bid as no buyer shall be deemed to have purchased as a consumer.

### **SALE OF TENDER**

All completed Tender Documents must be delivered to Denis A Barrett Auctioneers at 81 South Mall, Cork, Ireland by hand or by registered post in a sealed envelope marked "**Lots of IIF Process Mechanical & Electrical Contractors. (In Liquidation)**" before **3PM on Wednesday 12<sup>th</sup> January 2011**. All tenders must be accompanied by a **deposit equal to 10%** of the amount bid. In the event of a tender being unsuccessful such deposit as received shall be refunded in full to the tenderer. The vendor may refuse to accept any tender and shall not be obliged to accept any or the highest offer tendered. The vendor reserves the right to accept the whole or such part of any tender or tenders as it may think fit. Without prejudice to the foregoing the Vendor may, at its sole discretion, accept a Tender which has not been made in strict conformity with the Tender Conditions or to this Tender Document generally.

### **ACCEPTANCE OF TENDERS**

All parties lodging tender documents will be notified on or before **Friday**

**14<sup>th</sup> January 2011** as to the success or failure of their Tender at the address of the Tenderer as specified in the Form of Tender. The acceptance of Tender shall be deemed to be effective and binding on both the Vendor and the Purchaser either:-

1. Where sent by Registered Post from the time at which the Notice of Acceptance is posted by Registered Post as aforesaid, or
2. In the case of delivery by hand from the time at which the Notice of Acceptance is delivered to the address of the Tenderer.
3. In the case of ordinary pre-paid post from the time at which the Notice of Acceptance is posted by ordinary pre-paid post as aforesaid to the address of the Tenderer.

### **DEPOSIT**

Each tender should be accompanied by a deposit in the form of EURO Bankers Draft equal to **10%** of the **amount tendered**.

### **FINAL PAYMENT & CLEARING**

All goods must be paid for in full by **Monday 17<sup>th</sup> January 2011** and removed from the premises by **5pm Wednesday 19<sup>th</sup> January 2011** as per the conditions of Tender.

Payment will only be accepted in the form of:

**(1)EURO Bankers Draft**

MADE PAYABLE TO Denis A Barrett Auctioneers

**(2) Credit Transfer** (details below)

BANK	AIB Bank Patricks Street Cork.
ACCOUNT NAME	Denis A Barrett Auctioneers.
ACCOUNT No.	38 39 71 94
SORT CODE	93 41 43
SWIFT CODE	IE13AIBK93414338397194 BIC: AIBKIE2D

PLEASE CLEARLY INDICATE TENDERER'S NAME ON CREDIT TRANSFER

Clearing of all lots will be specifically at the direction of Denis A Barrett Auctioneers and all parties should liaise with Denis A Barrett Auctioneers in this regard.

### **VALUE ADDED TAX**

21% VAT will be charged on all purchases made and the same rate will also be charged on Auctioneers Fees.

### **AUCTIONEERS' PREMIUM**

10% of purchase price plus VAT at the rate of 21%. These fees are payable by all parties and are not negotiable.

### **TENDER CONDITIONS**

All tenderers are strongly advised to read and fully acquaint themselves with the conditions of tender which are included in the Tender Documents. **Signing the tender form deems full acceptance of the conditions of tender** and in particular **that the lots are sold 'as is where is'** without any warranty whatsoever, expressed or implied.

### **LIQUIDATOR'S DISCLAIMER**

**IIF Process Mechanical & Electrical Contractors. (In Liquidation) acting through the Official Liquidator Mr James O' Connor. Mr O' Connor does not therefore act in any personal capacity but in his capacity as liquidator of the aforementioned companies only. As such no personal liability is hereby assumed by the liquidator under contract, tort or statute and is expressly excluded and any such liability is expressly excluded to the fullest extent permissible in law.**

## **CONDITIONS OF SALE**

1. All offers are to be made in writing and delivered by hand or by registered post to Denis A Barrett Auctioneers by **3PM Wednesday 12th January 2011**. Completed Tenders should be sent to the offices of **Denis A Barrett Auctioneers, 81 South Mall, Cork, Ireland. (Or as otherwise advised by the Auctioneers)**. All bids are to be made on the official tender document, this document should be completed and returned in full, with the Tender Form completed and signed. Each tender should be accompanied by a deposit in the form of **EURO** Bankers Draft equal to **10%** of the amount tendered. All Tenders submitted remain open for acceptance until **5.00 PM on Friday 14<sup>th</sup> January 2011** up to which time it may not be withdrawn. These conditions and the forms and schedules annexed thereto are to be treated as one document and read as such.
2. The successful Tenderer(s) whose tender(s) are accepted for particular lot(s) shall be the purchaser(s) thereof and shall be informed of acceptance no later than the close of business on **Friday 14<sup>th</sup> January 2011 (unless altered at the auctioneers discretion)**. Unsuccessful Tenderers shall be informed of the failure of their bid(s) no later than the above date and their deposit shall be refunded in full and shall be sent in accordance with the detail indicated on their tender form. Notification of success or failure of a bid shall be sent by facsimile transmission, email, or may be notified by telephone or text message. The auctioneers and the vendor do not accept responsibility for tenders sent with inappropriate or unresponsive methods of communication and accept no responsibility for failure to notify.
3. The purchaser shall, after notification of acceptance, pay to **Denis A Barrett Auctioneers** no later than **Monday 17<sup>th</sup> January 2011** the balance of money due, this being the amount of the bids accepted plus VAT @21% thereon along with Auctioneers Fees at **10%** plus VAT on these Fees @ 21% less any amount already paid as deposit. This amount shall be informed to the purchaser upon notification. In this regard time is of the essence of the contract. Purchasers are required to pay the balance of money due in **EURO** by means of Bankers Draft only. Payment must be made in full before the removal of lots.
4. Tenders submitted by a company or corporate entity must be signed by a director or company secretary and should state the capacity in which they sign it. Tenders submitted by a partnership shall be signed by a partner or on behalf of the partnership and should state the names of all partners to the partnership.
5. The vendor is not obliged to accept the highest or any bid made for any Lot(s). The vendor will not consider conditional or provisional tenders. The vendor or their agents are permitted to negotiate with potential purchasers after the tender deadline and at their discretion accept tenders delivered after the tender deadline.
6. All purchasers will be afforded an opportunity to inspect the lots and shall be regarded as having thoroughly inspected and acquainted themselves with the condition and content of each lot purchased by them and that they have purchased each lot including any and all faults, deficiencies, imperfections and errors (if any) of description therein. No allowance whatsoever shall be made in respect of any such fault, imperfection, error or any difficulty of access. No warranty or representation is given or implied that any Lot, is of merchantable quality or that it is fit for the purpose for which it is intended or that any lot conforms to any description whether as to purpose, quality or quantity or otherwise notwithstanding that the vendor its agents or servants may know of any such purpose and it is a condition that any such warranty or representation (howsoever arising) is expressly excluded. Each purchaser warrants that they do not deal or purchase as consumer in relation to the vendor for any of the equipment and items comprising any lot and that they are purchasing or acquiring such

equipment and items comprising any lot in the course of their trade, business or profession and that the exclusion of warranties as herein provided is reasonable. To this end the signature of the purchaser on the tender document is acceptance of this in relation to any lot(s) purchased. Each purchaser is hereby required to ensure that the use of such equipment or items comprising a lot or lots in a place of work is fully in compliance with any relevant Act, Regulation or Statutory Instrument governing the safe use of such equipment or item and hereby indemnifies the Vendor their servants or agents against any claim or action arising from their failure to do so.

7. Upon notification to successful purchasers each lot shall be at the sole risk of the purchaser. However title in each lot shall pass only on the removal of goods from the premises, and after full and final payment. All purchasers are strongly advised to effect appropriate insurance cover for these goods. All Lots must be removed without fail from the premises at the purchaser's expense and in such order as the Auctioneers or their representatives shall direct **not later than 5 PM Wednesday 19<sup>th</sup> January 2011**. After this time any Lot(s) remaining on the premises will be liable for rent, rates, taxes, men's wages and expenses, and will also be liable to be removed from the premises and left outside at the purchasers cost and risk in all respects. After payment has been made in full the purchaser shall be entitled to gain access to the necessary areas of the premises, **on Wednesday 19<sup>th</sup> January , by prior appointment with Denis A Barrett Auctioneers** for the purposes of dismantling and/or removing their lot(s), Purchasers should note that time is of the essence in this regard. Neither the vendor nor the Auctioneer will be held responsible for any lot(s) while on the premises. **NB All purchasers are hereby notified that all removals shall be supervised by the auctioneers and/or vendors and that in regard to the method and timing of removals the auctioneers and/or vendors directions must be adhered to and shall be final and binding on all parties.**
8. Any articles found in, on, under or near any lot(s) and not mentioned in this document shall be reserved by the Auctioneer for the vendor and are not to be considered as part of any lot(s).
9. No liability will be accepted by the Landlord, Vendor or the Auctioneers for personal injuries of any description and from whatsoever cause arising, sustained by any person whilst on the premises for the purpose of inspection or during the sale or whilst removing any lot(s) from the premises in connection with the sale. Each purchaser shall be responsible for and will realise and indemnify the vendor, its agents and servants from and against any liability whatever in relation to each lot or otherwise for, personal injury to any person (whether fatal or otherwise), Loss or damage to any property, and, any other loss, damage, actions, proceedings, costs, claims, demands, expenses or charges however arising, present or future (except where the same shall be proved to have been caused solely by the negligence of the vendor its servants or agents). The purchaser shall maintain full and adequate insurance in respect of the risks specified in these conditions including without limitation, and shall if requested by the Auctioneers furnish satisfactory evidence of such insurance. Regardless, it shall be assumed at all times by the Vendor and the Auctioneers that this insurance cover is in place.
10. The purchaser shall be responsible for all damage that it, its carriers, servants or agents may do to the premises or the property of a third party. The Auctioneers may require the purchaser to deposit such sum of money with them by way of security for making good all such damage as may be likely to be occasioned by the removal of a lot or lots. Should a purchaser refuse to lodge such moneys the Auctioneer may refuse the purchaser access to the premises for the purpose of collecting all or any of the lot(s) as purchased and Condition 17 of these conditions of tender shall apply. All purchasers are so advised to fully inspect the location of their purchases prior to bidding.
11. Each purchaser shall at their own expense provide all vehicles, equipment and labour necessary for the safe and efficient removal of lots purchased by them. This also includes any such resources required for satisfactory re-instatement of the premises.

12. Children shall not be permitted to enter on the premises, whether alone or accompanied by an adult at any time. Any child that obtains access to the premises by any means shall be deemed to be there at their own risk (or adults risk if accompanied by an adult). Having regard to the nature of the premises such children or their guardians or parents shall have no claims against the vendor its servants or agents or the Auctioneers in respect of any personal injuries sustained (whether fatal or otherwise) however caused or incurred.
13. The vendor its servants or agents shall not be liable for any loss, damage, or injury occasioned to any purchaser, their servants or agents or to any other person or other property which may be caused by any defects, imperfections, malfunctions in any lot or lots. Likewise the vendor its servants and agents shall not be liable for any loss, damage or injury caused to any person by contamination or noxious substances whether on the premises of the vendor or contained within any lot purchased by the purchaser.
14. The vendor reserves the right to alter, divide, group or withdraw any lot or lots before or after the tender date. The vendor reserves the right to sell any lot or lots prior to tender. In the event of any item being withdrawn from sale the vendor their servants or agents shall not be liable for any costs or expenses incurred by the prospective purchaser. The vendor is not obliged to accept the highest or any bid for any lot or lots.
15. In the event of any dispute or difference arising concerning any lot or the interpretation of these conditions, the same shall be settled by the Auctioneers, whose decision shall be final and binding on all parties concerned.
16. If the purchaser shall make default in payment of their purchase money or neglect to comply fully with these conditions or any of them, all money paid by them their servants or agents at the time of default or neglect shall be forfeited to the vendor. The vendor shall be at liberty to re-sell the lot or lots at such time and in a manner as they may deem proper without notice to the party or parties making default, either by public or private contract, and with any deficiency being payable immediately by the defaulting or negligent purchaser. In case of non-payment by the purchaser, any amount owing to the vendor shall be recoverable as and for liquidated damages. This condition shall not prejudice the right of the Vendor or the Auctioneers to enforce any contract made hereunder and the failure of the party whose tender(s) is accepted to pay in full within the time specified shall constitute a material breach of conditions entitling the vendor to terminate the contract or to sue the purchaser for specific performance, for damages or both. The vendor shall be entitled to interest on any balance of the purchase money remaining unpaid from the closing date, up to the date of actual completion at a rate of 20% per annum compounded on a calendar monthly basis.
17. This catalogue and tender document details relating to any lot(s) are given in good faith for guidance purposes only and purchasers must confirm any such details for themselves before completing and signing their Tender.
18. Each Tender and any contract made hereunder shall in all respects be construed and executed in accordance with the laws of the Republic of Ireland.
19. Nothing within these Conditions or in any agreement or matter connected with these conditions shall in any way affect the estate, person or property of the Agents or Vendors.
20. A requirement may exist whereby proof of identity and address may be required from successful bidders by the agents or vendors.

**The Vendor refers to:** IIF Process Mechanical & Electrical Contractors . (In Liquidation)

**The Auctioneer refers to:** Denis A Barrett Auctioneers

**The Premises refers to:** IIF's warehouse, Sarsfield Road, Wilton, Co Cork

**SUBJECT TO THE ATTACHED TENDER CONDITIONS**

**TENDER FORM**

This Tender form together with the attaching lots listing must be returned to the office of Denis A Barrett Auctioneers, 81 South Mall, Cork by 3 pm Wednesday 12<sup>th</sup> January 2011.

**RE: IIF Mechanical & Electrical Contractors Ltd. (In Liquidation)**

We/I make this offer subject to the terms and conditions set out in the tender document and hereby tender the sum(s) specified opposite each lot in the column(s) marked "Euro Bid Price" for the aforementioned lots described in the annex & catalogue of lots.

The total price of the individual bids amounts to \_\_\_\_\_ and hereby acknowledges our/my acceptance of same as binding.

We/I enclose a Deposit Draft for 10% of the amount tendered. In the event of our/my Tender not being accepted the draft will be returned. This offer remains open until **5 PM on Friday 14<sup>th</sup> January 2011** and cannot be retracted before that date or at any date after acceptance (if accepted). It is understood that in the event of being advised that I am/We are successful I /We comply with the conditions of sale.

**NAME** .....

**ADDRESS** .....  
.....  
.....

**TELEPHONE No.** .....

**MOBILE No.** .....

**EMAIL** .....

**I have read and understood the conditions of Tender and hereby submit to be bound by same.**

**SIGNED;** \_\_\_\_\_ **DATE;** \_\_\_\_\_

Deposit Draft for 10% of the amount tendered must accompany all tenders. Balance including 21% Vat on the total amount of the tender, plus 10% fees plus 21% Vat on fees to be paid by bank draft only.





